

RECORDATION NO. 7482-A Filed & Recorded

FEB 24 1976 -4 10 PM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT dated as of February 1, 1976, by and among BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION (hereinafter called the "Trustee"), UNITED STATES RAILWAY LEASING COMPANY, an Illinois corporation (hereinafter called the "Company"), UNITED STATES RAILWAY EQUIPMENT CO., an Illinois corporation (hereinafter called "Equipment Co.") and U.S. RAILWAY MFG. CO., an Illinois corporation (hereinafter called "Railco").

W I T N E S S E T H, that:

WHEREAS, the Trustee, the Company, Equipment Co. and Railco have heretofore executed and delivered with and to each other that certain Equipment Trust Agreement dated as of April 1, 1974, (hereinafter called the "Agreement"); and

WHEREAS, the Agreement was recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act and assigned Recordation No. 7482; and

WHEREAS, pursuant to Section 4.06 of the Agreement, the Company has or will have requested the Trustee to pay over to the Company an amount in cash deposited with the Trustee on account of Destroyed Equipment (as hereinafter defined) as required by Section 4.08 of the Agreement and

to sell and release to and unto the Company the Released Equipment (as hereinafter defined) pursuant to Section 4.06 of the Agreement and has or will have sold, assigned and transferred to the Trustee in substitution therefor Substitute Equipment (as hereinafter defined); and

WHEREAS, the Company, Equipment Co. and Railco and the Trustee desire to modify and amend the Agreement to release and delete therefrom the Destroyed Equipment and the Released Equipment and to encumber thereby and substitute therefor the Substitute Equipment.

NOW, THEREFORE, in consideration of the premises and of the promises, covenants and agreements hereinafter set forth, it is agreed by and among the parties hereto that:

1. The Agreement is hereby amended by releasing from the lien thereof and deleting from Schedule A thereof, the units of Trust Equipment (herein called "Destroyed Equipment") described in Exhibit A hereto and the units of Trust Equipment (herein called "Released Equipment") described in Exhibit B hereto.

2. The Agreement is hereby amended by subjecting to the lien thereof and adding to Schedule A thereof, the units of Equipment (herein called "Substitute Equipment") described in Exhibit C hereto.

3. The Company will mark or cause to be marked

the Substitute Equipment as provided in Section 4.07 of the Agreement.

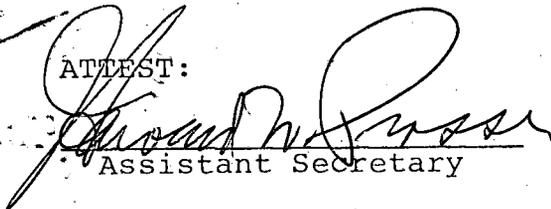
4. The terms "Equipment" and "Trust Equipment" as used in the Agreement shall hereafter, for all purposes, include the Substitute Equipment and shall not hereafter include the Destroyed Equipment or the Released Equipment.

5. The Company will promptly cause this Supplemental Agreement for the Substitute Equipment to be filed and recorded in accordance with Section 20c of the Interstate Commerce Act.

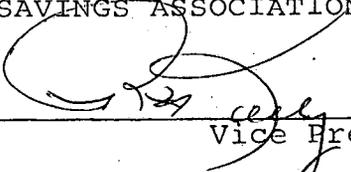
6. Except as amended and supplemented hereby, the Agreement shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be duly executed as of the 1st day of February, 1976.

ATTEST:

  
Assistant Secretary

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, as Trustee

By:   
Vice President

UNITED STATES RAILWAY LEASING COMPANY

By:   
Vice President

ATTEST:

  
Assistant Secretary

(SIGNATURES CONTINUED ON PAGE 4 HEREOF)

(SIGNATURES CONTINUED FROM PAGE 3 HEREOF)



ATTEST:

*[Signature]*  
Assistant Secretary

UNITED STATES RAILWAY EQUIPMENT CO.

By: *Ralph E Bell*  
Vice President



ATTEST:

*[Signature]*  
Assistant Secretary

U.S. RAILWAY MFG. CO.

By: *Ralph E Bell*  
Vice President

STATE OF CALIFORNIA )  
 ) SS.  
CITY AND COUNTY OF )  
SAN FRANCISCO )

On this 20th day of February, 1976,  
before me personally appeared HOWARD W. PROSSER  
and R. F. KELLY, to me personally known,  
who, being by me duly sworn, say that they are a Vice  
President and an Assistant Secretary, respectively, of BANK  
OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, that one  
of the seals affixed to the foregoing instrument is the  
corporate seal of said corporation, that said instrument was  
signed and sealed on behalf of said corporation by authority  
of its Board of Directors and they acknowledged that the  
execution of the foregoing instrument was the free act and  
deed of said corporation.

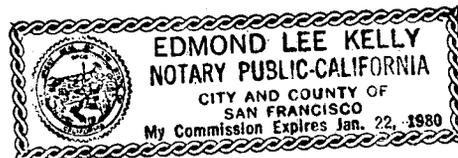


Edmond Lee Kelly  
Notary Public

My Commission Expires:

1/25/80

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )



On this 13th day of February, 1976,  
before me personally appeared Ralph J. Bell  
and Paul R. Leake, to me personally known,  
who, being by me duly sworn, say that they are Vice President  
and Assistant Secretary, respectively, of UNITED STATES  
RAILWAY LEASING COMPANY, that one of the seals affixed to  
the foregoing instrument is the seal of said corporation,  
that said instrument was signed and sealed on behalf of said  
corporation by authority of its Board of Directors, and they  
acknowledged that the execution of the foregoing instrument  
was the free act and deed of said corporation.

Edwiede M. Rieger  
Notary Public

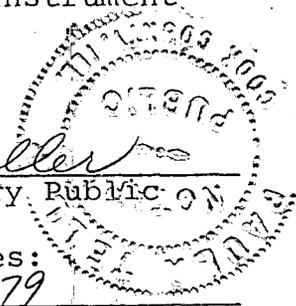
My Commission Expires:

My Commission Expires June 28, 1978

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

On this 13th day of Feb., 1976,  
before me personally appeared Ralph E. Bell  
and Paul R. Leak, to me personally known,  
who, being by me duly sworn, say that they are Vice President  
and Assistant Secretary, respectively, of UNITED STATES  
RAILWAY EQUIPMENT CO., that one of the seals affixed to the  
foregoing instrument is the seal of said corporation, that  
said instrument was signed and sealed on behalf of said cor-  
poration by authority of its Board of Directors, and they  
acknowledged that the execution of the foregoing instrument  
was the free act and deed of said corporation.

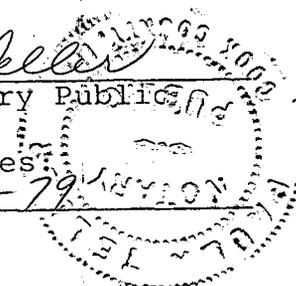
Paula Jeller  
Notary Public  
My Commission Expires:  
4-16-79



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

On this 13th day of Feb., 1976,  
before me personally appeared Ralph E. Bell  
and Paul R. Leak, to me personally known,  
who, being by me duly sworn, say that they are Vice President  
and Assistant Secretary, respectively, of U.S. RAILWAY MFG.  
CO., that one of the seals affixed to the foregoing instru-  
ment is the seal of said corporation, that said instrument  
was signed and sealed on behalf of said corporation by au-  
thority of its Board of Directors, and they acknowledged  
that the execution of the foregoing instrument was the free  
act and deed of said corporation.

Paula Jeller  
Notary Public  
My Commission Expires:  
4-16-79



DESTROYED EQUIPMENT

<u>No. of Cars</u>	<u>Description of Equipment</u>	<u>Company's Lot Number</u>	<u>Car Reporting Marks</u>
2	52'5" 70 ton RBL boxcars	1254A	USLX 11336 and 11347
1	52'5" 70 ton RBL boxcar	1254B	USLX 11431
2	52'5" 70 ton RBL boxcars	1245	USLX 19004 and 19012
1	4750 cu. ft. 100 ton covered hopper car	1220	USLX 7063
1	52'5" 70 ton RBL boxcar	1244	USLX 16081
1	4750 cu. ft. 100 ton covered hopper car	1192	NS 5410
1	52'5" 70 ton RBL boxcar	1247	BCIT 800103
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RELEASED EQUIPMENT

<u>Number of Cases</u>	<u>Description of Equipment</u>	<u>Company's Lot Number</u>	<u>Car Reporting Marks (Both Inclusive)</u>
51	52'5" 70 ton RBL boxcars	1254A	USLX 11332 - 11384 (except 11336 and 11347)
92	52'5" 70 ton RBL boxcars	1254B	USLX 11385 - 11477 (except 11431)
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Exhibit B

SUBSTITUTE EQUIPMENT

<u>No of Cases</u>	<u>Description of Equipment</u>	<u>Company's Lot Numbers</u>	<u>Car Reporting Marks (Both Inclusive)</u>
189	4750 cu. ft. 100 ton covered hopper cars	1232	USLX 7100 - 7289 (except 7253)
59	4750 cu. ft. 100 ton covered hopper cars	1381	ROCK 132941 - 132999
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EXHIBIT C