

SUPPLEMENTAL INDENTURE

6642-H
6642-4
RECORDED
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THIS SUPPLEMENTAL INDENTURE dated as of September 25, 1980, is by and between Continental Illinois National Bank and Trust Company of Chicago (hereinafter called the "Trustee") and Evans Railcar Leasing Company, an Illinois corporation (hereinafter called the "Company").

WITNESSETH, that:

WHEREAS, the Trustee and the Company have executed and delivered with and to each other that certain Agreement and Indenture dated as of May 1, 1972, (hereinafter called the "Agreement"); and

WHEREAS, the Agreement was recorded with the Interstate Commerce Commission in accordance with 49 U.S.C. § 11303 and assigned Recordation No. 6642; and

WHEREAS, pursuant to Section 4.02 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 4.02 of the Agreement and has or will have sold, assigned and transferred to the Trustee in substitution therefore Substitute Equipment (as hereinafter defined); and

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

NOW, THEREFORE, in consideration of the promises, covenants and agreements hereinafter set forth, it is agreed by and between 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.
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 B 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.
5. The Company will promptly cause this Supplemental Indenture for the Substitute Equipment to be filed and recorded in accordance with 49 U.S.C. § 11303.
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 Indenture to be duly executed as of the 25th day of September, 1980.

CONTINENTAL ILLINOIS
NATIONAL BANK AND TRUST
COMPANY OF CHICAGO

By *Denis J. Hart*

ATTEST:

J. Redmond
Assistant Secretary
Trust Officer

EVANS RAILCAR LEASING
COMPANY

By *Tom Reut*

ATTEST:

Thomas L. Schoenbeck
Assistant Secretary

STATE OF

CITY AND COUNTY OF

On this 24th day of September 1980, before me personally appeared THOMAS R. HART and P. WADSWORTH, to me personally known, who, being by me duly sworn, say tht they are a Vice President and an ~~Assistant Secretary~~ ^{Trust Officer}, respectively, of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed 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.

[Signature]
Notary Public

My Commission Expires December 6, 1981

STATE OF ILLINOIS

COUNTY OF COOK

On this 26th day of September, 1980, before me personally appeared Raul R. Leak and Thomas L. Schwenbeck, to me personally known, who, being by me duly sworn, say that they are Vice President and Assistant Secretary, respectively of EVANS RAILCAR 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.

[Signature]
Notary Public

My Commission Expires June 13, 1983

EXHIBIT A
 SERIES J DESTROYED CARS

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>CAR MARKINGS</u>
2	40" 6" 50-ton box cars	-- LNAC 10279 - 10280 -
30	40' 6" 55-ton box cars	LV 65403 LV 65405 LV 65407 LV 65413 - 65414 - LV 65420 LV 65423 LV 65432 LV 65434 LV 65437 LV 65441 LV 65443 LV 65446 LV 65450 LV 65452 - 65453 - LV 65456 LV 65459 LV 65462 LV 65473 LV 65479 LV 65481 - 65482 - LV 65489 - 65490 - LV 65494 - 65495 - LV 65497 - 65499 -
31	70-ton 3 pocket open hoppers	RI 10487 - 10492 - RI 10495 - 10498 - RI 10500 - 10501 - RI 10505 RI 10507 - 10509 - RI 10514 - 10515 - RI 10518 RI 10521 RI 10523 - 10524 - RI 10529 RI 10531 RI 10533 RI 10539 RI 10541 RI 10544 - 10546 - RI 10549

EXHIBIT B
SERIES J SUBSTITUTED CARS

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>CAR MARKINGS</u>
6	21,000 gallon exterior coiled and insulated 100-ton tank cars	USLX 21343 USLX 21451 - 21455