

SUPPLEMENTAL AGREEMENT

RECORDATION NO. 7977-A
OCT 14 1980-11 52 AM
INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT 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 Equipment Trust Agreement dated as of April 15, 1970, (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. 7977; 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 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 Agreement 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 Agreement to be duly executed as of the 25th day of September, 1980.

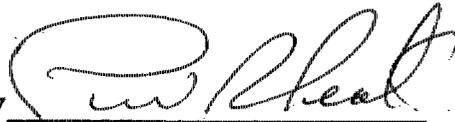
CONTINENTAL ILLINOIS
NATIONAL BANK AND TRUST
COMPANY OF CHICAGO

By 

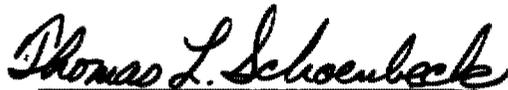
ATTEST:


Assistant Secretary
Trust Officer

EVANS RAILCAR LEASING
COMPANY

By 

ATTEST:


Assistant Secretary

STATE OF

CITY AND COUNTY OF

On this 29th day of September, 1980, before me personally appeared WALTER R. WART and 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.

Hazel Ivaz
 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 Paul 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.

Rita M. Kuta
 Notary Public

My Commission Expires June 13, 1983

EXHIBIT A
SERIES 3 DESTROYED CARS

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>CAR MARKINGS</u>
1	60' 9" hi-cube auto parts box cars	- CPAA 205805
2	52' 5" RBL 70-ton insulated box cars	- USLX 10122 - USLX 10324

EXHIBIT B

SERIES 3 SUBSTITUTED CARS

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>CAR MARKINGS</u>
2	4,780 c.f. 100-ton covered hopper cars	USLX 26749 - 26750