

2550 Golf Road
Rolling Meadows, IL 60008

Telephone: 312/640-7000

EVANS / **EVANS RAILCAR**
PRODUCTS COMPANY / **LEASING COMPANY**
DIVISION

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7910-E
thru
7910-G

RECORDATION NO. 7910-E-14 Filed 1425

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INTERSTATE COMMERCE COMMISSION

4-283A163
OCT 9 1984
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August 30, 1984

Secretary
Interstate Commerce Commission
Washington, D.C.

ICC OFFICE OF
THE SECRETARY
OCT 9 2 03 PM '84
MOTOR OPERATING UNIT

Dear Secretary:

Pursuant to 49 U.S.C. §11303 and the rules and regulations promulgated thereunder, as amended, we hand you herewith for filing three fully executed counterparts of that certain Supplemental Agreement and three fully executed counterparts of each of 2 separate Assignments, all dated as of April 6, 1984. The parties to the Supplemental Agreement are:

Debtor: Evans Railcar Leasing Company
The East Tower, Suite 1000
2550 Golf Road
Rolling Meadows, Illinois 60008

Secured Continental Illinois National Bank
and Trust Company of Chicago
30 North LaSalle Street
Chicago, Illinois 60693

Party:

The parties to the 2 separate Assignments are:

Assignor: Evans Railcar Leasing Company
The East Tower, Suite 1000
2550 Golf Road
Rolling Meadows, Illinois 60008

Assignee: Continental Illinois National Bank
and Trust Company of Chicago
30 North LaSalle Street
Chicago, Illinois 60693

Secretary
Interstate Commerce Commission

August 30, 1984
Page Two

A description of the equipment being deleted from the Equipment Trust Agreement referred to in the next succeeding paragraph pursuant to the Supplemental Agreement is attached hereto as Exhibit A; a description of the equipment being added by the Supplemental Agreement is attached hereto as Exhibit B; and a description of the leases covered by the Assignments is attached hereto as Exhibit C.

The enclosed Supplemental Agreement and Assignments relate to that certain Equipment Trust Agreement dated as of March 15, 1975 and recorded with Interstate Commerce Commission on April 28, 1975 as ICC Recordation No. 7910. Accordingly, we request that the Supplemental Agreement and Assignments be filed as subfilings under that number.

Enclosed herewith is a check in the amount of \$30 in payment of the applicable recording fees.

Since these documents are being delivered to you by hand, we would appreciate it if you would return to the bearer the duly stamped counterparts of the Supplemental Agreement and Assignments not required to be kept by you, or, if it is not possible to return them to the bearer, send them to: Mr. Ronald M. Neifield, Rosenthal and Schanfield, 55 East Monroe Street, Suite 4620, Chicago, Illinois 60603.

Very truly yours,

EVANS RAILCAR LEASING COMPANY


Assistant Secretary

Enclosures

EXHIBIT A
SERIES 9
"DELETED CAR NUMBERS"

Description

Reporting Marks

39 Insulated Boxcars

20 Boxcars

USLX 11498-11535
USLX 11537
PICK 50008
PICK 50022
PICK 50035-50036
PICK 50040
PICK 50043
PICK 50049
PICK 50053
PICK 50057
PICK 50061-50062
PICK 50067
PICK 50070
PICK 50090
PICK 50092
PICK 50110
PICK 50129-50131
PICK 50133

EXHIBIT B
SERIES 9
"REPLACEMENT CAR NUMBERS"

Description

Reporting Marks

39 Insulated Boxcars
20 Boxcars

LNAC 5600-5638
USLX 7020-7039

EXHIBIT C

<u>Lessee</u>	<u>Master Lease Date</u>	<u>Schedule Number</u>	<u>Schedule Date</u>
Louisville, New Albany and Corydon Railroad Company	November 30, 1977	4	April 10, 1980
Rohn and Haas Company	August 10, 1978	3	August 1 6 , 1979

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SCHEDULE B

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF LEASE AND AGREEMENT dated as of April 6, 1984, by and between EVANS RAILCAR LEASING CO. (formerly known as UNITED STATES RAILWAY LEASING COMPANY), an Illinois corporation (hereinafter called the Company), and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee (hereinafter called the Trustee), under an Equipment Trust Agreement dated as of March 15, 1972 (hereinafter called the Equipment Trust Agreement), by and among the Trustee, the Company, Evans Railway Leasing Co., an Illinois corporation (hereinafter called Evans) and EVANS TRANSPORTATION CO., an Illinois corporation (hereinafter called ETC).

WHEREAS, the Company and a ROHM AND HAAS COMPANY (hereinafter called the Lessee) have entered into a Schedule 3 dated August 16, 1979 to a Lease Agreement dated August 10, 1978 (hereinafter called the Lease), providing for the leasing by the Company to the Lessee of the 2 units of railroad equipment (hereinafter called Units) described in the Lease; and

WHEREAS, this Assignment of Lease and Agreement is being made pursuant to Section 4.09 of the Equipment Trust Agreement to secure the payment and performance by the Company of all obligations arising under the Equipment Trust Agreement, including, but not limited to, the obligations arising under the guaranty endorsed or to be endorsed on the Equipment Trust Certificates issued or to be issued under the Equipment Trust Agreement (all such obligations being hereinafter called the Liabilities);

NOW, THEREFORE, in consideration of the sum of \$10 duly paid by the Trustee to the Company and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. As security for the payment and performance of the Liabilities, the Company hereby assigns, transfers, and sets over unto the Trustee all the Company's right, title and interests as lessor under the Lease, together with all rights, powers, privileges, and other benefits of the Company as lessor under the Lease, including, without limitation, the immediate right to receive and collect all rentals, profits and other sums payable to or receivable by the Company under or pursuant to the provisions of the Lease, the right to receive all proceeds from the sale of any unit of Trust Equipment payable to the Company pursuant to the Lessee's exercise of an option to purchase any such unit pursuant to the Lease, and the right to make all waivers and agreements, to give all notices, consents and releases, to take all action upon the happening of an event of default specified in the Lease, and to do any and all other things whatsoever which the Company, as lessor, is or may become entitled to do under the Lease; provided,

however, that until an Event of Default under the Equipment Trust Agreement, or any event which with notice or lapse of time or both, could constitute such an Event of Default, shall occur, it is understood that the Company shall be entitled for the benefit of the Trustee to give all notices and to take all action upon the happening of an event of default specified in the Lease provided that the Trustee is first advised of such action proposed to be taken. In furtherance of the foregoing assignment, the Company hereby irrevocably authorizes and empowers the Trustee in its own name, or in the name of its nominee, or in the name of the Company or as its attorney, to ask, demand, sue for, collect and receive any and all sums to which the Company is or may become entitled under the Lease, and to enforce compliance by the Lessee with all the terms and provisions thereof.

Until such time as, to the actual knowledge of the Trustee (obtained at its Corporate Trust Office as that term is defined in the Equipment Trust Agreement), the Company shall be in default under any provision of the Equipment Trust Agreement, the Company shall be entitled to receive all rentals, profits and other sums payable to or receivable by the Company under or pursuant to the provisions of the Lease (hereinafter called Rentals), except that the Company shall be entitled to receive proceeds from the sale of any unit of Trust Equipment payable to it pursuant to the Lessee's exercise of an option to purchase any such unit only upon compliance with the first paragraph of Section 4.06 of the Equipment Trust Agreement.

If, to the actual knowledge of the Trustee (obtained as provided above), the Company shall be in default under any provision of the Equipment Trust Agreement, the Company, during the continuance of such default, shall forthwith, upon written notice thereof from the Trustee, direct the Lessee to pay all Rentals directly to the Trustee and the Company shall, if it receives the same, forthwith deposit the same with the Trustee, which payments shall be applied by the Trustee to the payment of all amounts then or thereafter due and payable under the Equipment Trust Agreement.

2. The assignment made hereby is executed only as security and, therefore, the execution and delivery of this Assignment shall not subject the Trustee to, or transfer, or pass, or in any way affect or modify the liability of the Company under the Lease, it being understood and agreed that notwithstanding such assignment or any subsequent assignment all obligations of the Company to the Lessee shall be and remain enforceable by the Lessee, its successors and assigns, against, and only against, the Company.

3. Upon the full discharge and satisfaction of the Liabilities, the assignment made hereby shall terminate, and all estate, right, title and interest of the Trustee in and to the Lease shall revert to the Company.

Upon the transfer by the Trustee of title to any of the Units pursuant to Section 4.06 of the Equipment Trust Agreement, the

Trustee shall execute and deliver to the Company a release or reassignment as to such Units.

4. The Company warrants and covenants that (a) the execution and delivery by the Company of the Lease and this Assignment have each been duly authorized, and the Lease and this Assignment are and will remain the valid and binding obligations of the Company in accordance with their terms; (b) except as provided in Section 4.09 of the Equipment Trust Agreement with respect to a lease other than an Existing Lease, the Company has not executed any other assignment of the Lease or of its right to receive all payments under the Lease and the Lease will continue to be free and clear of any and all claims, liens, agreements, security interests or other encumbrances (except this Assignment and except to the extent the Company is contesting the validity of the same in good faith by appropriate proceedings); (c) notwithstanding this Assignment, the Company will conform and comply with each and all of the covenants and conditions in the Lease set forth to be complied with by it and (d) to the knowledge of the Company, it and the Lessee have performed all obligations on its part to be performed under the Lease on or prior to the date hereof.

Unless the Lease is an Existing Lease (as defined in the Equipment Trust Agreement), the Company will, concurrently with the execution and delivery of this Assignment, deliver to the Trustee the opinion of Messrs. Rosenthal and Schanfield, counsel for the Company, or an opinion of other counsel satisfactory to the Trustee, to the effect set forth in subparagraph (e) of Section 3.04 of the Equipment Trust Agreement relating to the Assignment of the Lease.

5. The Company covenants and agrees with the Trustee that in any suit, proceeding or action brought by the Trustee under the Lease for any Rental, or to enforce any provisions of the Lease, the Company will save, indemnify and keep the Trustee harmless from and against (a) all expense, loss or damage suffered by reason of any defense, setoff, counterclaim or recoupment whatsoever of the Lessee or its successors, arising out of a breach by the Company of any obligation under the Lease or arising out of any other indebtedness or liability at any time owing to the Lessee or its successors from the Company and (b) all liability, loss, expense or damage under or arising out of any provisions of the Lease. Any and all such obligations of the Company shall be and remain enforceable against the Company and shall not be enforceable against the Trustee or any party or parties in whom any of the rights of the Company under the Lease shall vest by reason of the successive assignments or transfers.

6. The Trustee may assign all or any of its rights under the Lease, including the right to receive any payments due or to become due to it from the Lessee thereunder. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of the Trustee hereunder.

7. Notwithstanding anything to the contrary contained in this Assignment, or the Equipment Trust Agreement, the Company shall have the right, without the prior written consent of the Trustee, to enter into any agreement amending or terminating the Lease, provided that upon the effective date of such agreement terminating the Lease with respect to all or any part of the Cars, the cars released from the Lease pursuant to such agreement shall have been leased or contemporaneously therewith leased to a new lessee, and such new lease shall have been or contemporaneously therewith shall be assigned to the Trustee; otherwise such consent shall be required. The Trustee shall consent to any such agreement if (a) it does not reduce the Rentals or the term or any other provision which the Trustee or its counsel deems to materially and adversely affect the security provided hereby or (b) the holders of more than 50% in aggregate unpaid principal amount of the Trust Certificates then outstanding consent in writing thereto.

8. This Assignment shall be governed by the laws of the State of Illinois, but the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act.

IN WITNESS WHEREOF, the Company and the Trustee have caused this instrument to be signed in their respective names by their respective officers thereunto duly authorized, as of the date first above written.

EVANS RAILCAR LEASING CO.

Attest:


Assistant Secretary

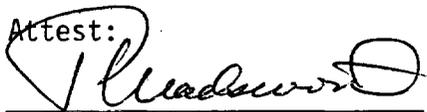
(CORPORATE SEAL)

By


Vice President

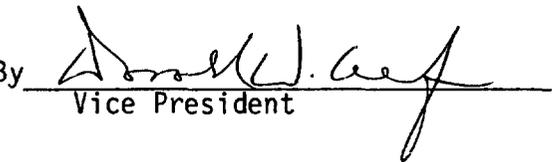
CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

Attest:


TRUST OFFICER

(CORPORATE SEAL)

By


Vice President

STATE OF Illinois

CITY AND COUNTY OF COOK

On this 3RD day of MAY, 1984, before me personally appeared DONALD W. ALEVIN and E. WADSWORTH, to me personally known, who, being by me duly sworn, say that they are Vice President and ~~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, and 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.

My commission expires:

My Commission Expires July 2, 1984

V. Wang
Notary Public

STATE OF

COUNTY OF COOK

On this 6th day of April, 1984, before me personally appeared Paul R. Leak and Lawrence Prange, 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 corporate seal of said corporation, and 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.

My commission expires:

Feb 4, 1985

Susan E. Muehlefeld
Notary Public