

SUPPLEMENTAL AGREEMENT

SEP 29 1980 -9 15 AM

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT dated as of September 2, 1980, is by and between Girard Bank (hereinafter called the "Trustee") and Evans Railcar Leasing Company, an Illinois corporation (hereinafter called the "Company") and Evans Transportation Company, an Illinois corporation (hereinafter called "Evans")

WITNESSETH, that:

WHEREAS, the Trustee, the Company and Evans have executed and delivered with and to each other that certain Equipment Trust Agreement dated as of April 1, 1978, (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. 9423; 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

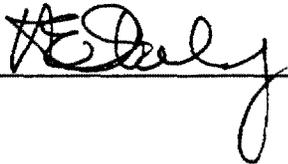
WHEREAS, the Company, Evans and the Trustee desire to modify and amend the Agreement to release and delete therefrom the *Destroyed Equipment* and to encumber thereby and substitute therefor the *Substitute Equipment*.

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 September 2, 1980.

GIRARD BANK as Trustee

By 

ATTEST:


Assistant Secretary

EVANS RAILCAR LEASING
COMPANY

By 

ATTEST:


Assistant Secretary

EVANS TRANSPORTATION
COMPANY

By 

ATTEST:


Assistant Secretary

STATE OF Pennsylvania
CITY AND COUNTY OF Philadelphia

On this 16TH day of September, 1980, before me personally appeared C. H. DOUGHERTY and H. E. IKELER, JR., to me personally known, who, being by me duly sworn, say tht they are VICE PRESIDENT and ASST. SECRETARY, respectively, of GIRARD BANK, 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.

Diane A. Baxter
Notary Public

DIANE A. BAXTER, NOTARY PUBLIC
PHILADELPHIA, PHILADELPHIA COUNTY
MY COMMISSION EXPIRES AUG. 31, 1981
Member, Pennsylvania Association of Notaries

STATE OF ILLINOIS

COUNTY OF COOK

On this 11th day of September, 1980, before me personally appeared Paul R. Leak and Thomas L. Schoenbeck, 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

STATE OF ILLINOIS

COUNTY OF COOK

On this 11th day of September, 1980, before me personally appeared Paul R. Leak and Thomas L. Schoenbeck, to me personally known, who, being by me duly sworn, say that they are Vice President and Assistant Secretary, respectively of EVANS TRANSPORTATION 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 16 DESTROYED EQUIPMENT

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MARKINGS</u>
3	50 Feet 6 Inches 70 Ton Single Sheathed Outside Stake Box Cars	ADN 7761 ADN 7772 ADN 7790
1	50 Feet 6 Inches 70 Ton Single Sheathed Outside Stake Box Cars	NSL 100554
1	100 Ton 4780 Cubic Feet Covered Hopper	TPW 18228

EXHIBIT B

SERIES 16 SUBSTITUTE EQUIPMENT

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MARKINGS</u>
2	5,250 cubic feet covered hoppers	USLX 803 - 804
2	20,000 gallon tank cars	USLX 21017 - 21018