

Transportation Systems &
Industrial Group
The East Tower, Suite 1000
2550 Golf Road
Rolling Meadows, IL 60008

Telephone: 312/640-7000

RECORDATION NO. 9423-A Filed 1425

SEP 29 1980 -9 15 AM



RECORDATION NO. 8833-C Filed 1425

SEP 29 1980 -9 15 AM
INTERSTATE COMMERCE COMMISSION

September 25, 1980

RECORDATION NO. 10067-A Filed 1425 No. 0-272010

SEP 29 1980 -9 15 AM Date SEP 29 1980

Mrs. Mildred Lee

Secretary

Interstate Commerce Commission

Office of the Secretary

Washington, D.C. 20423

Fee \$ 40.00

RECORDATION NO. 8833-A Filed 1425

ICC Washington, D. C. SEP 29 1980 -9 15 AM

INTERSTATE COMMERCE COMMISSION

RE: Recordation of Supplemental Agreements between
GIRARD BANK and EVANS RAILCAR LEASING COMPANY dated
September 2, 1980 and an Assignment dated September
2, 1980

Dear Mrs. Lee:

Enclosed you will find the following:

1. Supplemental Agreement regarding certain Equipment Trust Agreement dated March 1, 1977, with Recordation Number 8833;
2. Assignment regarding certain Equipment Trust Agreement dated March 1, 1977, with Recordation Number 8833;
3. Supplemental Agreement regarding certain Equipment Trust Agreement dated April 1, 1978, with Recordation Number 9423;
4. Supplemental Agreement regarding certain Equipment Trust Agreement dated January 1, 1979, with Recordation Number 10067.

Our check in the amount of \$40.00 is enclosed for these filings. Upon recordation of these documents, kindly return the originals and two copies to the undersigned at the letterhead address.

Thank you in advance for your cooperation in this matter.

Very truly yours,

Rita Kuta

R. M. Kuta

RMK/enclosures

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I.C.C.
FEE OPERATION BR.

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privileges, and other benefits of the Company as lessor under the Lease in respect of the Cars, including but not limited to the Company's right to receive and collect all rentals, liquidated damages, proceeds of sale (including, without limitation, the proceeds from any sale to the Lessee under the Lease upon the exercise of any purchase option by the Lessee) and other payments now or hereafter to become payable to or receivable by the Company under or pursuant to the provisions of the Lease with respect to the Cars and, in addition, (ii) all the Company's right to receive and collect all per diem mileage or other payments now or hereafter to become payable to the Company in respect of the Cars, whether under or pursuant to the provisions of the Lease or otherwise, including without limitation the proceeds of all insurance maintained with respect to the Cars; provided, however, that until an Event of Default under the 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 Schedule No. 4 of the Lease, and to enforce compliance by the Lessee with all the terms and provisions thereof.

Until such times as, to the actual knowledge of the Trustee (obtained at its Corporate Trust Office as that term is defined in the Trust Agreement), there shall have happened an Event of Default (as defined in the Trust Agreement), or an event which with notice or lapse of time, or both, would constitute such an Event of Default, 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. The Company covenants and agrees that upon its obtaining knowledge of any such default, Event of Default or event, it will forthwith give written notice thereof to the Trustee.

The Company covenants, represents and warrants that (a) it has not heretofore made and agrees that it will not hereafter make in respect of the Cars any other assignment of the Lease or the rentals or the payments payable to or receivable by the Company under the Lease and the Lease is and 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 by appropriate proceedings diligently prosecuted), (b) the execution and

delivery by the Company of the Lease and this Assignment have 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, and (c) to the knowledge of the Company, it and the Lessee under the Lease have performed all obligations on their respective parts to be performed by them under the Lease on or prior to the date hereof. The Company will cause notice of this Assignment forthwith to be given to the Lessee under the Lease (together with a copy of this Assignment), and represents and warrants that it will, from time to time, at the request of the Trustee, make, execute and deliver all such further instruments of assignment, transfer and assurance and do such further acts and things as the Trustee may reasonably request to give effect to the provisions hereof and to confirm the right, title and interest hereby assigned and transferred to the Trustee or intended so to be.

It is expressly agreed that the rights hereby assigned to the Trustee are subject to the rights of the Lessee under the Lease, and that the Trustee, so long as any such Lessee is not in default under the Lease, shall not interfere with the rights of peaceful and undisturbed possession of the Lessee in and to any of the Cars in accordance with the terms of the Lease.

The Company covenants and agrees (i) that without the prior written consent of the Trustee and the holders of all of the Trust Certificates, it will not terminate the Lease, or modify, amend, substitute or replace the Lease in any manner which would reduce the rentals payable thereunder or shorten the term thereof, or which would otherwise reduce or release the Lessee from any of the Lessee's obligations thereunder, or impose additional obligations upon the Lessor thereunder, in any manner which might adversely affect the rights of the Trustee hereunder or under the Trust Agreement or adversely affect the rights of the holders of the Trust Certificates, (ii) that it will promptly furnish to the Trustee copies of all modifications or amendments of the Lease, (iii) that it will not settle or compromise or release any claim against the Lessee under the Lease arising under such Lease or submit or consent to the submission of any dispute, difference or other matter arising under or in respect of the Lease or the foregoing assignment to arbitration thereunder, and (iv) that it will not take or omit to take any action, the taking or omission of which might result in an alteration or impairment of the Lease or the foregoing assignment by it made or of any of the rights created by the Lease or said assignment.

In addition to, and without in any way limiting, the powers conferred upon the Trustee by Section 6.01 and 6.02 of the Trust Agreement, the Trustee may upon the happening of an Event of Default (as defined in the Trust Agreement), or,

in the case of clause (i) below, an event which with notice or lapse of time, or both, would constitute such an Event of Default, and not otherwise, in the Trustee's own name or in the name of the Trustee's nominee, or in the name of the Company or as the Company's attorney, (i) ask, demand, sue for, collect and receive any and all rentals or per diem mileage or other payments to which the Company is or may become entitled in respect of the Cars and (ii) enforce compliance by the Lessee under the Lease with all the terms and provisions thereof and make all waivers and agreements, give all notices, consents and releases, take all action upon the happening of any default or event of default specified in the Lease, and do any and all other things whatsoever which the Company, as lessor, is or may become entitled to do under the Lease.

The assignment made by this instrument is made only as security and, therefore 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 or otherwise, it being understood that, notwithstanding any assignment, any obligations of the Company under the Lease or otherwise shall be and remain enforceable against and only against the Company. The Company covenants and agrees that notwithstanding this Assignment, it will perform and comply with each and all of the covenants and conditions in the Lease set forth to be complied with by the Company.

Upon the full discharge and satisfaction of all Liabilities, the assignment made pursuant to this Assignment shall terminate and all right, title and interest of the Trustee as assignee hereunder in and to the Lease or any payments in respect of the Cars shall revert to the Company

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. 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.

Except as otherwise provided herein, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered at or mailed to (a) in the case of the Company,

2550 Golf Road
Rolling Meadows, Illinois 60008

Attention: Assistant Treasurer

or such other address as may hereafter be furnished to the Trustee in writing by the Company, and (b) in the case of the Trustee,

Four Girard Plaza
Philadelphia, Pennsylvania 19101

Attention: Corporate Trust Department

or such other address as may hereafter be furnished to the Company in writing by the Trustee. An affidavit by any person representing or acting on behalf of the Company or the Trustee, as to such mailing, having the registry receipt attached, shall be conclusive evidence of the giving of such demand, notice or communication.

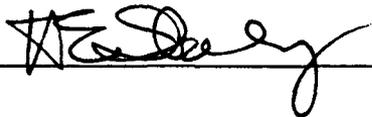
This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of such counterparts shall together constitute but one and the same instrument.

This Agreement shall be deemed to have been executed on the date of the acknowledgment by the officer of the Trustee who signed it on behalf of the Trustee.

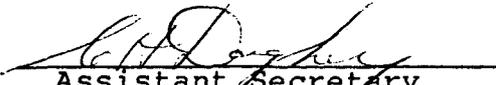
The provisions of this Agreement and all rights and obligations of the parties hereunder shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals duly attested to be hereunto affixed as of the day and year first written.

GIRARD BANK

By 

ATTEST:

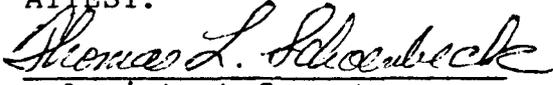

Assistant Secretary

(Corporate Seal)

EVANS RAILCAR LEASING COMPANY

By 

ATTEST:


Assistant Secretary

(Corporate Seal)

State of Pennsylvania
County of Philadelphia

On this 16th day of September, 1980, before me personally appeared H. E. IKELER, JR. and C. H. DOUGHERTY, to me personally known, who being by me duly sworn, say that they are, respectively, a Corporate Trust Officer and Assistant Secretary of GIRARD BANK, that the seal 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.

(Seal)

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, respectively, the Vice President and Assistant Secretary of EVANS RAILCAR LEASING COMPANY, an Illinois corporation, that the seal 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.

(Seal)

Rita M. Kuta
Notary Public

My Commission Expires June 13, 1983