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3-158A.002

June 4, 1993

RECORDATION NO. 18225 FILED 1425

JUN 7 1993 10-55 AM

VIA OVERNIGHT COURIER (Monday Delivery)

Secretary
Interstate Commerce Commission
Room 2303
Washington, DC 20423

INTERSTATE COMMERCE COMMISSION

Attention: Mrs. Mildred Lee/DOCUMENTS FOR RECORDATION

Re: Recordation No. 18225

Dear Mr. Strickland:

I am an attorney representing a party to the enclosed document. I have enclosed one original and four certified copies of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the United States Code and the regulations adopted thereto.

The document is a Supplement and Acceptance Certificate No. 3, a secondary document, dated as of May 25, 1993.

The primary document to which the foregoing document is connected is recorded under Recordation No. 18225.

The names and addresses of the parties to the enclosed documents are as follows:

Lessor: The CIT Group/Equipment Financing, Inc.
1211 Avenue of the Americas
New York, New York 10036

Lessee: Elgin, Joliet and Eastern Railway Company
Maple Road
Joliet, Illinois 60434

MOTOR OPERATING UNIT

JUN 7 1993 10 48 AM

June 4, 1993

A description of the equipment covered by the foregoing documents follows:

13 1993 Thrall 100-ton capacity coil cars, and covers thereto, having the following marks and numbers: EJE 7431; EJE 7435; EJE 7436; EJE 7438 through 7447.

A fee of \$16.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation and the enclosed copy of this letter, each stamped with your recordation number to Stacy Powell-Bennett, Esq., Seyfarth, Shaw, Fairweather & Geraldson, 55 East Monroe Street, Suite 4200, Chicago, Illinois 60603

A short summary of the document to appear in the index follows:

Supplement and Acceptance Certificate by Elgin, Joliet and Eastern Railway Company, Joliet, Illinois, and The CIT Group/Equipment Financing, Inc., New York, New York, dated as of May 25, 1993, and covering 13 coil cars and covers thereto.

Yours very truly,

SEYFARTH, SHAW, FAIRWEATHER & GERALDSON

By


Stacy Powell-Bennett

SPB/cjp
1149P

Enclosures

cc: Richard Demarest Yant
David Arnold
Robert Gentile

Interstate Commerce Commission

Washington, D.C. 20423

6/7/93

OFFICE OF THE SECRETARY

Stacy Powell Bennett

Seyfarth, Shaw Fairweather & Geraldson

55 East Monroe Street Suite 4200

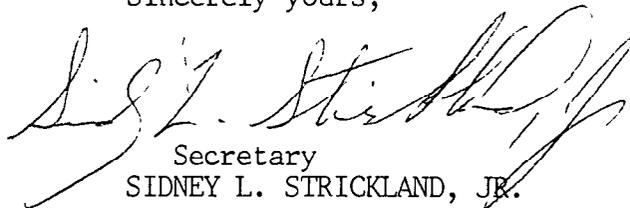
Chicago, Illinois 60603-5803

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **6/7/93** at **10:55am**, and assigned recordation number(s). **18225-C**

Sincerely yours,



Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

JUN 7 1993 10-55 AM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENT AND ACCEPTANCE CERTIFICATE NO. 3

Interim Term Commencement Date: May 25, 1993
Basic Term Commencement Date: July 1, 1993

THIS SUPPLEMENT AND ACCEPTANCE CERTIFICATE is executed and delivered by THE CIT GROUP/EQUIPMENT FINANCING, INC. ("Lessor") and Elgin, Joliet and Eastern Railway Company ("Lessee") pursuant to and in accordance with the Master Railcar Lease Agreement dated as of April 30, 1993 between Lessor and Lessee (the "Lease", the defined terms therein being used herein with their defined meanings).

1. The Units covered by this Certificate are described in Schedule 1, Part A attached hereto, and Schedule 1, Part A provides for the Lease Term and Commodity for such Units.
2. The Base Rent for the Units is set forth on Schedule 1, Part B.
3. The Stipulated Loss Values for the Units are as set forth on Schedule 2.
4. The Fixed Rent Factor for the Units is set forth on Schedule 1, Part B.
5. The Termination Date for the Units is set forth on Schedule 1, Part B.
6. The Termination Factor for the Units is set forth on Schedule 1, Part B.
7. Lessee confirms that
 - (a) the Units covered hereby have been delivered to it;
 - (b) the Units covered hereby have been inspected by Lessee have been delivered in good working order and condition and are of the size, design, capacity and manufacture selected by Lessee;
 - (c) Lessee irrevocably accepts said Units "AS-IS, WHERE-IS" for all purposes of the Lease as of the Commencement Date set forth above;
 - (d) no Default or Event of Default is in existence as of the Commencement Date set forth above, nor shall any Default or Event of Default occur as a result of the lease by Lessee of the Units specified herein; and

(e) that all representations and warranties of Lessee contained in the Lease or in any document or certificate furnished Lessor in connection herewith, are true and correct as of the Commencement Date set forth above with the same force and effect as if made on such date.

8. Supplemental Return Conditions. After all Units have been returned to Lessor as provided in the Lease (which may be at storage tracks and facilities provided by Lessee), the parties will perform a joint inspection of the Units. Lessee will be responsible for any repairs, replacements or betterments necessary to place the Units in the condition required under the Lease, and rent will continue to accrue as provided under the Lease until all Units are put into such condition. Lessee will return to Lessor the original covers included in each Unit at the commencement of the Lease or other covers having condition and utility at least as good as that of the original covers and as required under the Lease. If Lessee delivers to Lessor any covers other than the originals, Lessee will cause all such replacement covers to be painted to match the colors of the rest of the Units and will convey to Lessor all such replacement covers free and clear of all Liens by appropriate warranty bill of sale.

9. All of the terms, provisions and conditions of the Lease are hereby incorporated herein and made a part hereof as if such terms, provisions and conditions were set forth in full in this Certificate. By its execution and delivery of this Certificate, the Lessee reaffirms all of the terms, provisions and conditions of the Lease.

IN WITNESS WHEREOF, Lessee has caused this Acceptance Certificate to be duly executed by its duly authorized officer as of the Commencement Date set forth above.

LESSEE:

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

By: MR. [Signature]
Title: VICE PRESIDENT-OPERATIONS

ACCEPTED AND AGREED TO AS OF THE COMMENCEMENT DATE SET FORTH ABOVE

THE CIT GROUP/EQUIPMENT FINANCING, INC.

By: [Signature]
Title: WILLIAM E. PLUMB
VICE-PRESIDENT

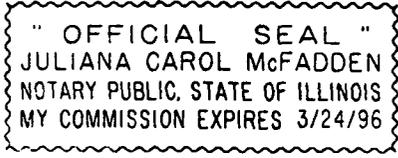
ACKNOWLEDGMENTS

State of Illinois)
County of Cook) ss.

On this 25th day of July, 1993, before me personally appeared William P. Hunt, to me personally known, who, being by me duly sworn, did say that he is a Vice President of THE CIT GROUP/EQUIPMENT FINANCING, INC., that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of the corporation.

Juliana Carol McFadden
Notary Public

My commission expires:

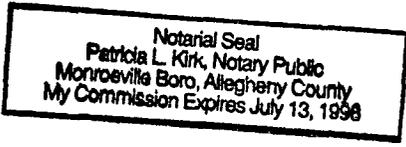


Commonwealth of Pennsylvania)
County of Allegheny) ss.

On this 24th day of MAY, 1993, before me personally appeared Mr. Seigler, to me personally known, who, being by me duly sworn, did say that he is a Vice President of Elgin, Joliet and Eastern Railway Company, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of the corporation.

Patricia L. Kirk
Notary Public

My commission expires:



4690P

SCHEDULE 1

Part A:

Units: EJE 7431; EJE 7435; EJE 7436; EJE 7438 through
7447 (inclusive)

Term: 40 calendar quarters from the Basic Term
Commencement Date

Commodity: Coiled Steel

Part B:

[DELETED FOR FILING]

SCHEDULE 2
Stipulated Loss Values

[DELETED FOR FILING]

CERTIFIED COPY

I, Stacy Powell-Bennett, the undersigned affiant, certify and affirm that I have compared the attached copy with the original and have found the copy to be complete and identical in all respects to the original document.

Stacy Powell-Bennett
Stacy Powell-Bennett

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

The foregoing instrument was acknowledged before me this 4th day of June, 1993, by Stacy Powell-Bennett.

Mary A. Maguire
NOTARY PUBLIC

