

OPPENHEIMER WOLFF DONNELLY & BAYH LLP

RECORDATION NO. 20568 FILED

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October 25, 1999

VIA MESSENGER

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street N.W.
Washington, D.C. 20423

Attn: Recordations Office

Dear Secretary Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. section 11301 is one original and one counterpart, executed and acknowledged under Illinois law, of a Security Agreement Supplement dated October 8, 1999. The enclosed document is a secondary document as defined in the Board's Rules for Recordation of Documents under 49 C.F.R. section 1177.1(b). The primary document to which the enclosed Supplement No. 1 to Assignment of Leases and Rents and Security Agreement is connected is recorded under Recordation No. 20568

The names and addresses of the parties executing the above-referenced document are:

Debtor: Railcar Leasing, LLC.
P.O. Box 98135
Las Vegas, Nevada 89193

Executed on behalf
of Debtor by: Aardvark Railcar, Inc. (solely in its capacity as Administrative Manager)
33 West Monroe Street - 24th Floor
Chicago, Illinois 60603

Trustee: BANK ONE, N.A.
1 Bank One Plaza
Chicago, Illinois 60670

OPPENHEIMER WOLFF & DONNELLY LLP

Mr. Vernon A. Williams

October 25, 1999

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A description of the equipment covered by the Security Agreement Supplement is attached thereto as Schedule 1A and Schedule 1B.

Enclosed is a check in the amount of \$26 payable to the order of the Surface Transportation Board for the recordation of this document.

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

Supplement No. 1 to Assignment of Leases and Rents and Security Agreement (Recordation No. 20568) between Railcar Leasing, LLC., as Debtor, and executed by Aardvark Railcar, Inc., solely in its capacity as Administrative Manager, and BANK ONE, N.A., as Trustee, dated as of October 8, 1999, covering the railroad equipment identified in Supplement No. 1 and Schedule 1A and 1B thereto.

Kindly stamp the extra copy of the enclosed Security Agreement Supplement and return it to the carrier of this letter.

Very truly yours,



Edward J. Fishman

Oppenheimer Wolff Donnelly & Bayh LLP

Enclosures

OCT 25 '99

2-45 PM

**Supplement No. 1
To Assignment of Leases and Rents and Security Agreement
("Security Agreement Supplement")**

WHEREAS, Railcar Leasing, L.L.C., a Delaware corporation (the "Debtor") and BANK ONE, N.A., successor in interest to the First National Bank of Chicago, as Indenture Trustee ("Trustee"), have entered into a certain Assignment of Leases and Rents and Security Agreement (the "Security Agreement") dated as of March 7, 1997;

WHEREAS, the Security Agreement was recorded with the Surface Transportation Board, Recordation No. 20568, and with the Registrar General of Canada, Recordation No. 9783;

WHEREAS, as contemplated by Section 11.2 of the Master Lease and Capital Lease, a substitution of Railcars may occur from time to time in the ordinary course of business;

WHEREAS, certain Railcars subject to the security interest of the Trustee ("LLC Cars"), listed on Schedule 1A, have been exchanged for other railcars ("Exchange Cars"), listed on Schedule 1B, pursuant to the terms of various Exchange Agreements referenced on Schedule 3 ("Exchange Agreements");

WHEREAS, by letter dated February 24, 1999, Railcar Leasing, L.L.C. received the consent of ACF Industries to sell, convey, transfer all of its right, title, and interest in the LLC Cars and, by virtue thereof, authorized Aardvark Railcar, Inc., as its Administrative Manager, to execute and deliver, on its behalf, such documents as may be required to effect the same;

WHEREAS, Lease Supplement Nos. 1 and 2 to Capital Lease and Lease Supplement Nos. 1, 2, 3, and 4 to Master Lease (the "Lease Supplements") have added by the applicable Supplement the Exchange Cars, as replacement railcars, to the respective applicable Lease and deleted the LLC Cars from the respective applicable Lease; and

WHEREAS, in conjunction with giving effect to Lease Supplement Nos. 1 and 2 to Capital Lease, Lease Supplement Nos. 1, 2, 3, and 4 to Master Lease, the Debtor has requested 1) the consent of the Trustee to sell and convey the LLC Cars; 2) the Trustee release its lien and security interest in the LLC Cars which interest is subject to and granted by the Security Agreement; and 3) the Exchange Cars be added, in substitution for the LLC Cars, to the Railcars under and subject to the terms of the Security Agreement.

Capitalized terms used herein without definition shall have the meaning ascribed to them in the Security Agreement, the Lease Supplements, or the Exchange Agreements.

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, Railcar Leasing, L.L.C., and Indenture Trustee agree as follows:

The Trustee hereby grants consent to the Debtor to sell, transfer, or convey all right, title, and interest in the LLC Cars in the ordinary course of business and to have such LLC Cars deleted from the Security Agreement. Railcar Leasing, L.L.C. represents that the sale of the LLC Cars pursuant to the Exchange Agreements is in the ordinary course of business.

The Trustee hereby releases its security interest in and lien on and all of its right, title, and interest in the LLC Cars.

The Debtor has through this Supplement added the Exchange Cars to the Security Agreement and hereby grants a security interest to Trustee, and all rights and remedies in respect thereto, pursuant to and in accordance with the Security Agreement, respecting the Exchange Cars delivered to Debtor in connection with the fulfillment of certain terms and conditions under the Exchange Agreements.

All of the terms and provisions of the Security Agreement are hereby incorporated by reference in this Security Agreement Supplement to the same extent as is fully set forth herein. Except as expressly amended hereby, the Security Agreement is and shall continue to be in full force and effect in all respects and this Security Agreement Supplement shall not constitute a waiver of any provision of the Security Agreement. No Railcars or other Collateral currently subject to the Security Agreement, other than the LLC Cars, shall be affected by this Supplement.

This Security Agreement Supplement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. The effective date of this Security Agreement Supplement is the earlier of the date of the Transfer Date under the First Contract or Second Contract, respectively, notwithstanding that the actual date or dates of execution hereof by the parties thereto is or are the date or dates stated on this Security Agreement Supplement.

**First National Bank of Chicago,
solely as Trustee**

By: _____

Its: _____

**Railcar Leasing, L.L.C.,
By: Aardvark Railcar, Inc.,
solely in its capacity as Administrative Manager**

By: Joseph Latta

Its: Executive Vice President

On: 10/8/99

The Trustee hereby grants consent to the Debtor to sell, transfer, or convey all right, title, and interest in the LLC Cars in the ordinary course of business and to have such LLC Cars deleted from the Security Agreement. Railcar Leasing, L.L.C. represents that the sale of the LLC Cars pursuant to the Exchange Agreements is in the ordinary course of business.

The Trustee hereby releases its security interest in and lien on and all of its right, title, and interest in the LLC Cars.

The Debtor has through this Supplement added the Exchange Cars to the Security Agreement and hereby grants a security interest to Trustee, and all rights and remedies in respect thereto, pursuant to and in accordance with the Security Agreement, respecting the Exchange Cars delivered to Debtor in connection with the fulfillment of certain terms and conditions under the Exchange Agreements.

All of the terms and provisions of the Security Agreement are hereby incorporated by reference in this Security Agreement Supplement to the same extent as is fully set forth herein. Except as expressly amended hereby, the Security Agreement is and shall continue to be in full force and effect in all respects and this Security Agreement Supplement shall not constitute a waiver of any provision of the Security Agreement. No Railcars or other Collateral currently subject to the Security Agreement, other than the LLC Cars, shall be affected by this Supplement.

This Security Agreement Supplement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. The effective date of this Security Agreement Supplement is the earlier of the date of the Transfer Date under the First Contract or Second Contract, respectively, notwithstanding that the actual date or dates of execution hereof by the parties thereto is or are the date or dates stated on this Security Agreement Supplement.

**BANK ONE, N.A.,
solely as Trustee**

By: Stacy Uly

Its: First Vice President

On: 10/4/99

**Railcar Leasing, L.L.C.,
By: Aardvark Railcar, Inc.,
solely in its capacity as Administrative Manager**

By: _____

Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 4th day of October, 1999, before me personally appeared Steven M. Wagner, who being by me duly sworn, says that he/she is First Vice President of the BANK ONE, N.A., solely as Trustee, that the foregoing instrument was signed on behalf of the Bank, and acknowledged that the execution of said instrument was his/her free act and deed.



Lisa A. Nix
Notary Public

My Commission Expires:
05/20/02

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this _____ day of _____, 1999, before me personally appeared _____, who being by me duly sworn, says that he/she is _____ of the Aardvark Railcar, Inc, Administrative Manager, of Railcar Leasing, L.L.C., that the foregoing instrument was signed on behalf of the Corporation, and acknowledged that the execution of said instrument was his/her free act and deed.

Notary Public

My Commission Expires:

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this _____ day of _____, 1999, before me personally appeared _____, who being by me duly sworn, says that he/she is _____ of the First National Bank of Chicago, solely as Trustee, that the foregoing instrument was signed on behalf of the Bank, and acknowledged that the execution of said instrument was his/her free act and deed.

Notary Public

My Commission Expires:

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 8th day of October, 1999, before me personally appeared Joe Lattanzio, who being by me duly sworn, says that he/she is Exec. Vice President of the Aardvark Railcar, Inc, Administrative Manager, of Railcar Leasing, L.L.C., that the foregoing instrument was signed on behalf of the Corporation, and acknowledged that the execution of said instrument was his/her free act and deed.

Ricki Knapp

Notary Public

My Commission Expires:

10/01/01



SCHEDULE 1A

SCHEDULE 1B

<u>LEASE EXCHANGE</u>	<u>CAR MARK</u>	<u>CAR NUMBER</u>	<u>PURCHASED</u>
Capital	4 ACFX	85760	
Capital	4 ACFX	85761	
Capital	4 ACFX	85763	
Capital	4 ACFX	85765	
Capital	4 ACFX	85495	
Capital	4 ACFX	85499	
Capital	4 ACFX	85501	
Capital	4 ACFX	85502	
Capital	4 ACFX	85503	
Capital	4 ACFX	85504	
Capital	4 ACFX	85505	
Capital	4 ACFX	85508	
Capital	4 ACFX	85509	
Capital	4 ACFX	85510	
Capital	4 ACFX	85511	
Capital	4 ACFX	85845	
Capital	4 ACFX	85847	
	4 ACFX	85849	
	4 ACFX	86231	
	4 ACFX	86232	
	4 ACFX	86233	
	4 ACFX	86235	
	4 ACFX	86236	
	4 ACFX	86237	
	4 ACFX	86238	
	4 ACFX	86239	
	4 ACFX	86240	
	4 ACFX	86241	
	4 ACFX	86242	
	4 ACFX	86243	
	4 ACFX	86244	
	4 ACFX	86245	
	4 ACFX	86246	
	4 ACFX	86247	
	4 ACFX	86248	
	4 ACFX	86249	
	4 ACFX	86250	
	4 ACFX	86251	
	4 ACFX	86252	
	4 ACFX	86253	
	4 ACFX	86254	
	4 ACFX	86255	
	4 ACFX	86256	
	4 ACFX	86258	
	4 ACFX	86259	
	4 ACFX	86260	
	4 ACFX	86395	
	4 ACFX	86396	
	4 ACFX	86397	
	4 ACFX	86398	
	4 ACFX	86399	
	4 ACFX	86402	
	4 ACFX	86403	
	4 ACFX	86404	
	4 ACFX	86405	
	4 ACFX	86406	
	4 ACFX	86407	
	4 ACFX	86408	
	4 ACFX	86409	
	4 ACFX	86480	
	4 ACFX	86481	
	4 ACFX	86482	
	4 ACFX	86483	
	4 ACFX	86484	
	4 ACFX	86485	
	4 ACFX	86486	
	4 ACFX	86487	
	4 ACFX	86488	
	4 ACFX	86489	

<u>GE CAR MARK</u>	<u>GE CAR NO</u>
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SCHEDULE 1A

SCHEDULE 1B

LEASE EXCHANGE	CAR MARK	CAR NUMBER	PURCHASER	GE CAR MARK	GE CAR NO
Capital	4 ACFX	85772		NATX	250000
Capital	4 ACFX	85773		NATX	250001
	4 ACFX	86280		NATX	250002
	4 ACFX	86229		NATX	250003
Capital	4 ACFX	19202		NATX	250004
Capital	4 ACFX	2357		NATX	250005
	4 ACFX	86147		NATX	250006
	4 ACFX	86149		NATX	250007
	4 ACFX	86150		NATX	250008
	4 ACFX	86151		NATX	250009
	4 ACFX	86153		NATX	250010
	4 ACFX	86154		NATX	250011
	4 ACFX	86157		NATX	250012
	4 ACFX	86158		NATX	250013
	4 ACFX	86161		NATX	250014
	4 ACFX	86162		NATX	250015
	4 ACFX	86163		NATX	250016
	4 ACFX	86164		NATX	250017
	4 ACFX	86165		NATX	250018
	4 ACFX	86166		NATX	250019
	4 ACFX	86167		NATX	250020
	4 ACFX	86168		NATX	250021
	4 ACFX	86169		NATX	250022
	4 ACFX	86170		NATX	250023
	4 ACFX	86172		NATX	250024
	4 ACFX	86173		NATX	250025
	4 ACFX	86175		NATX	250026
	4 ACFX	86177		NATX	250027
	4 ACFX	86180		NATX	250028
	4 ACFX	86181		NATX	250029
	4 ACFX	86184		NATX	250030
	4 ACFX	86185		NATX	250031
	4 ACFX	86186		NATX	250032
	4 ACFX	86187		NATX	250033
	4 ACFX	86190		NATX	250034
	4 ACFX	86191		NATX	250035
	4 ACFX	86194		NATX	250036
	4 ACFX	86195		NATX	250037
	4 ACFX	86196		NATX	250038
Capital	4 ACFX	19000		NATX	250039
Capital	4 ACFX	19419		NATX	250040
Capital	4 ACFX	19115		NATX	250041
Capital	4 ACFX	19117		NATX	250042
Capital	4 ACFX	19430		NATX	250043
Capital	4 ACFX	19614		NATX	250044
Capital	4 ACFX	19618		NATX	250045
Capital	4 ACFX	19623		NATX	250046
Capital	4 ACFX	19644		NATX	250047
Capital	4 ACFX	19653		NATX	250048
Capital	4 ACFX	19836		NATX	250049
Capital	4 ACFX	85311		NATX	250050
Capital	4 ACFX	85312			
Capital	4 ACFX	85756			
Capital	4 ACFX	85274			
Capital	4 ACFX	85275			
Capital	4 ACFX	85276			
Capital	4 ACFX	85277			
Capital	4 ACFX	85280			
Capital	4 ACFX	85281			
Capital	4 ACFX	85282			
Capital	4 ACFX	85284			
Capital	4 ACFX	85286			
Capital	4 ACFX	85287			
Capital	4 ACFX	85289			
Capital	4 ACFX	85291			
Capital	4 ACFX	85292			
Capital	4 ACFX	85293			
Capital	4 ACFX	85304			
Capital	4 ACFX	85759			

betterments

SCHEDULE 1A

LEASE EXCHANGE CAR MARK CAR NUMBER

	4 ACFX	77188
	4 ACFX	77189
	4 ACFX	77190
	4 ACFX	77191
	4 ACFX	77192
	4 ACFX	77193
	4 ACFX	77194
	4 ACFX	77195
	4 ACFX	77196
	4 ACFX	77197
	4 ACFX	77246
	4 ACFX	77247
	4 ACFX	77248
	4 ACFX	77249
	4 ACFX	77250
	4 ACFX	77251
	4 ACFX	77252
	4 ACFX	77253
	4 ACFX	77254
	4 ACFX	77255
	4 ACFX	77417
	4 ACFX	77418
	4 ACFX	77419
	4 ACFX	77420
	4 ACFX	77421
	4 ACFX	77422
	4 ACFX	77423
	4 ACFX	77424
	4 ACFX	77425
	4 ACFX	77426
Capital	4 ACFX	19216
Capital	4 ACFX	19397
Capital	4 ACFX	19411

	6 ACFX	54651
	6 ACFX	54664
	6 ACFX	54668
	6 ACFX	54744
	6 ACFX	54774
	6 ACFX	55340
	6 ACFX	55348
	6 ACFX	55532
	6 ACFX	55538
	6 ACFX	55551
	6 ACFX	55599
	6 ACFX	55904
	6 ACFX	55922
	6 ACFX	55951
	6 ACFX	56257
	6 ACFX	56260
	6 ACFX	56264
	6 ACFX	56588
	6 ACFX	56634
	6 ACFX	56702
	6 ACFX	56721
	6 ACFX	56744

	14 ACFX	87147
	14 ACFX	87150
	14 ACFX	87204
	14 ACFX	87208
	14 ACFX	78060
	14 ACFX	78061
	14 ACFX	78062
	14 ACFX	78063
	14 ACFX	78064
	14 ACFX	78065
	14 ACFX	78066
	14 ACFX	78068
	14 ACFX	78070
	14 ACFX	78071

SCHEDULE 1B

GE CAR MARK GE CAR NO

NAHX	580070
NAHX	580083
NAHX	580084
NAHX	580090
NAHX	580092
NAHX	580095

betterments

NATX	200005
NATX	200027
NATX	200028
NATX	250407
NATX	250409
NATX	33006
NATX	33007
NATX	33008
NATX	230036
NATX	230039
NATX	230043
TIMX	20437
TIMX	20438
TIMX	20439

SCHEDULE 1A

LEASE EXCHANGE CAR MARK CAR NUMBER

14 ACFX	78072
14 ACFX	78073
14 ACFX	78152
14 ACFX	78153
14 ACFX	78154
14 ACFX	78156
14 ACFX	78517
14 ACFX	78158
14 ACFX	78159
14 ACFX	78160
14 ACFX	78161
14 ACFX	78162
14 ACFX	78163
14 ACFX	78164
14 ACFX	78476
14 ACFX	78477
14 ACFX	78478
14 ACFX	78479
14 ACFX	78480
14 ACFX	78481
14 ACFX	78483
14 ACFX	78484
14 ACFX	78485
14 ACFX	78486
14 ACFX	78487
14 ACFX	78488
14 ACFX	78897
14 ACFX	78898
14 ACFX	78899
14 ACFX	78900
14 ACFX	78901
14 ACFX	78902
14 ACFX	78903
14 ACFX	78904
14 ACFX	78905
14 ACFX	78906
14 ACFX	79027
14 ACFX	79028
14 ACFX	79029
14 ACFX	79030
14 ACFX	79031
14 ACFX	79032
14 ACFX	79034
14 ACFX	79035
14 ACFX	79036
14 ACFX	79087
14 ACFX	79088
14 ACFX	79089
14 ACFX	79090
14 ACFX	79091
14 ACFX	79093
14 ACFX	79094
14 ACFX	79095
14 ACFX	79096
QI ACFX	53324
QI ACFX	54411
QI ACFX	54442
QI ACFX	54479
QI ACFX	54642
QI ACFX	54686
QI ACFX	54819
QI ACFX	54834
QI ACFX	54873
QI ACFX	54987
Capital	QI ACFX 89081
Capital	QI ACFX 89082
Capital	QI ACFX 89083
Capital	QI ACFX 89085
Capital	QI ACFX 89086

SCHEDULE 1B

GE CAR MARK GE CAR NO

CRGX	19655
CRGX	19660
TIMX	20427
TIMX	20428
TIMX	20429
NATX	200023
NATX	200024
NATX	200025
NATX	200026
CRGX	19666
CRGX	19667
CRGX	19668
CRGX	19669
NAHX	516000
NAHX	516007
NAHX	516009
NATX	250530

SCHEDULE 3

Qualified Intermediary Exchange Agreement and Qualified Escrow Agreement dated as of December 29, 1998 by and among Railcar Leasing, L.L.C., Cole Taylor Deferred Exchange Corp., and Cole Taylor Bank.

Qualified Intermediary Exchange Agreement and Qualified Escrow Agreement dated as of January 19, 1999 by and among Railcar Leasing, L.L.C., Cole Taylor Deferred Exchange Corp., and Cole Taylor Bank.

Exchange Agreement No. ACF 006 by and between Railcar Leasing, L.L.C., and General Electric Railcar Services Corporation dated as of February 12, 1998.

Exchange Agreement No. ACF 014 by and between Railcar Leasing, L.L.C., and General Electric Railcar Services Corporation dated as of May 29, 1998.

Exchange Agreement No. ACF 004 by and between Railcar Leasing, L.L.C., and General Electric Railcar Services Corporation dated as of December 19, 1997.