

RECORDATION NO. 20565-I FILED

OCT 30 '09 -9 00 AM

SURFACE TRANSPORTATION BOARD

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October 30, 2009

Anne K. Quinlan, Esquire
Acting Secretary
Surface Transportation Board
395 E Street, S W.
Washington, D.C. 20423-0001

Dear Ms Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of an Supplement No. 13 to Master Lease Agreement, dated as of October 23, 2009 a secondary document, as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Master Lease which was previously filed with the Board under Recordation Number 20565.

The names and addresses of the parties to the enclosed document are:

Lessor: Railcar Leasing, L.L.C.
P.O. Box 98135
Las Vegas, Nevada 89193

Lessee: Aardvark Railcar Associates, Inc.
33 West Monroe Street, 24th Floor
Chicago, Illinois 60603

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A description of the railroad equipment covered by the enclosed document is:

102 railcars REMOVED within the series ACFX 27289 - ACFX 99779 as more particularly set forth in the attachment to the document; AND 7 railcars ADDED: NAHX 32500 - NAHX 32507 (excluding 32504).

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

Supplement No. 13 to Master Lease Agreement

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copy of the enclosed document to the undersigned

Very truly yours,



Robert W. Alvord

RWA/sem
Enclosures

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SURFACE TRANSPORTATION BOARD

SUPPLEMENT NO. 13

to

**Master Lease Agreement
dated as of March 7, 1997
(the "Lease")**

dated as of
October 23, 2009

between

**RAILCAR LEASING, L.L.C.
("Lessor")**

and

**AARDVARK RAILCAR ASSOCIATES, INC.
("Lessee")**

Filed with the Surface Transportation Board pursuant to 49 U S C § 11303 on _____,
20__ at _____ [A M./P.M.], recordation number _____

**SUPPLEMENT NO. 13
to Master Lease Agreement**

This SUPPLEMENT TO MASTER LEASE AGREEMENT dated as of this 23rd day of October, 2009 (this "Supplement") is entered into by and between Railcar Leasing, L.L.C., a Delaware limited liability company ("Lessor"), and Aardvark Railcar Associates, Inc., a Delaware corporation ("Lessee")

Recitals

WHEREAS, Lessor and Lessee are party to that certain **Master Lease Agreement** dated as of March 7, 1997 (as amended, supplemented and otherwise modified, the "Lease");

WHEREAS, Lessee is causing or has caused its affiliate, General Electric Railcar Services Corporation, a Delaware corporation ("GERSCO"), to transfer to Lessor certain railcars in substitution for certain Railcars (as such term is defined in the Lease) previously subject to the Lease pursuant to the agreements listed on Exhibit A hereto (the "Exchange Agreements"), as provided in Section 11.2 of the Lease;

WHEREAS, Section 11.2 of the Lease provides that the railcars transferred pursuant to the Exchange Agreements to the Lessor "shall be included as part of the Railcars by supplement hereto".

WHEREAS, Lessor and Lessee have agreed that the Railcars transferred pursuant to the Exchange Agreements to the Lessee shall be removed from the Lease,

NOW, THEREFORE, in consideration of the premises set forth above, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties hereto, the parties hereto agree as follows:

1. REMOVED RAILCARS.

Each railcar identified on Schedule 1 has been transferred by Lessor to GERSCO pursuant to one of the Exchange Agreements and is therefore no longer a Railcar (as defined in the Lease) and, effective as of the date of the Exchange Agreement applicable to such railcar, no longer subject to the terms and conditions of the Lease. Appendix A of the Lease is hereby amended by the removal of the railcars identified on Schedule 1.

2. ADDED RAILCARS.

Each railcar identified on Schedule 2 is hereby added as Railcars (as defined in the Lease) under the Lease, and, effective as of the date of the Exchange Agreement applicable to such railcar, each such railcar shall be subject to all the terms and conditions of the Lease in all respects as though such railcar had been part of the Railcars specifically described in the Lease. Appendix A of the Lease is hereby amended by the addition of the railcars identified on Schedule 2.

3. LEASE, AS AMENDED AND SUPPLEMENTED.

Upon effectiveness of this Supplement, each reference in the Lease and in any other document describing or referencing the Lease, whether as "this Lease", "hereunder", "herein", "hereof" or words of like import, shall henceforth mean and be a reference to the Lease, as further supplemented and amended by this Supplement

4. CONTINUATION OF LEASE.

Except as specifically supplemented or amended hereby, the Lease is and shall continue to be in full force and effect in all respects, and this Supplement shall not constitute a waiver of any provision of the Lease.

5. FURTHER ASSURANCES.

Lessor and Lessee agree to execute and deliver such other documents and instruments and do all such further acts and things as may be reasonably requested or required by the other party hereto to effectuate the transactions set forth herein and in the Exchange Agreements and to carry out the intent of the parties hereunder and thereunder, including without limitation release of any lien to which any railcar described on Schedule 1 or Schedule 2 may be subject

6. SEVERABILITY.

Any term, condition or provision of this Supplement which is or is deemed to be void, prohibited or unenforceable in any jurisdiction is, solely as to such jurisdiction, severable herefrom, and is ineffective to the extent of such avoidance, prohibition and unenforceability without in any way invalidating the remaining terms, conditions and provisions hereof. Any such avoidance, prohibition and unenforceability in any jurisdiction does not invalidate or render unenforceable such term, condition or provision in any other jurisdiction.

7. COUNTERPARTS.

This Supplement may be executed in any number of counterparts, but all of such counterparts shall constitute one and the same agreement. Delivery of an executed signature page to this Supplement shall be effective as delivery of a manually executed counterpart thereof.

[signature page follows]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Supplement as of the day and year first set forth above.

LESSOR.
RAILCAR LEASING, L.L.C.

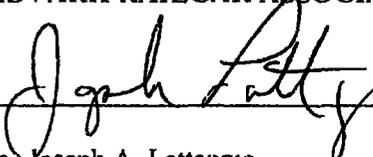
By **Aardvark Railcar, Inc.**, its Administrative
Manager

By  _____

Name Lauren B Salata

Title Treasurer

LESSEE:
AARDVARK RAILCAR ASSOCIATES, INC.

By:  _____

Name. Joseph A Lattanzio

Title President

ACKNOWLEDGEMENTS

I, Lauren B. Salata, certify that I am Treasurer of Aardvark Railcar, Inc, the Administrative Manager of Railcar Leasing, L L C , that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the corporation I further declare under penalty of perjury that the foregoing is true and correct Executed on October 22, 2009

 _____

I, Joseph A Lattanzio, certify that I am President of Aardvark Railcar Associates, Inc , that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the corporation I further declare under penalty of perjury that the foregoing is true and correct Executed on October 22, 2009

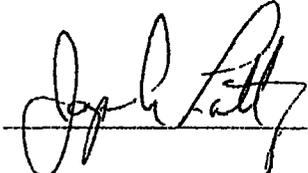
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EXHIBIT A

The EXCHANGE AGREEMENT ACF 156 entered into as of the 22nd day of October, 2009 by and among RAILCAR LEASING, L.L.C , AARDVARK RAILCAR ASSOCIATES, INC., and GENERAL ELECTRIC RAILCAR SERVICES COPORATION.

SCHEDULE 1

Removed Railcars

	Car Mark	Car Number		Car Mark	Car Number
1	ACFX	27289	52	ACFX	44647
2	ACFX	44645	53	ACFX	44649
3	ACFX	47979	54	ACFX	47734
4	ACFX	48043	55	ACFX	47860
5	ACFX	48791	56	ACFX	49967
6	ACFX	54084	57	ACFX	54743
7	ACFX	54258	58	ACFX	55556
8	ACFX	54486	59	ACFX	55737
9	ACFX	54488	60	ACFX	56561
10	ACFX	54516	61	ACFX	56665
11	ACFX	54749	62	ACFX	56678
12	ACFX	54753	63	ACFX	56754
13	ACFX	54758	64	ACFX	58053
14	ACFX	55009	65	ACFX	59139
15	ACFX	55321	66	ACFX	96248
16	ACFX	55362	67	ACFX	96566
17	ACFX	55560	68	ACFX	44611
18	ACFX	55725	69	ACFX	47834
19	ACFX	56167	70	ACFX	48631
20	ACFX	56196	71	ACFX	48633
21	ACFX	56216	72	ACFX	49968
22	ACFX	56221	73	ACFX	49974
23	ACFX	56223	74	ACFX	53838
24	ACFX	56239	75	ACFX	55613
25	ACFX	56268	76	ACFX	55653
26	ACFX	56309	77	ACFX	55762
27	ACFX	56428	78	ACFX	55872
28	ACFX	56519	79	ACFX	55944
29	ACFX	56547	80	ACFX	56495
30	ACFX	56557	81	ACFX	56600
31	ACFX	56578	82	ACFX	56684
32	ACFX	56612	83	ACFX	56983
33	ACFX	56635	84	ACFX	57601
34	ACFX	56722	85	ACFX	57602
35	ACFX	56740	86	ACFX	58052
36	ACFX	56749	87	ACFX	58703
37	ACFX	56756	88	ACFX	58709
38	ACFX	56757	89	ACFX	58722
39	ACFX	56759	90	ACFX	58735
40	ACFX	56766	91	ACFX	58738
41	ACFX	56796	92	ACFX	58747
42	ACFX	56797	93	ACFX	59405
43	ACFX	56803	94	ACFX	59414
44	ACFX	56813	95	ACFX	59415
45	ACFX	56815	96	ACFX	59416
46	ACFX	57306	97	ACFX	59420
47	ACFX	58739	98	ACFX	59442
48	ACFX	96123	99	ACFX	59444
49	ACFX	96577	100	ACFX	59445
50	ACFX	97120	101	ACFX	97608
51	ACFX	98259	102	ACFX	99779

SCHEDULE 2

Added Railcars

	Car Mark	Car Number
1	NAHX	32500
2	NAHX	32501
3	NAHX	32502
4	NAHX	32503
5	NAHX	32505
6	NAHX	32506
7	NAHX	32507

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 10/30/09



Robert W. Alvord