

RECORDATION NO. 22520-A FILED

JUN 23 '03

2-36 PM

SCHWARTZ COOPER
SCGK
GREENBERGER KRAUSS

SURFACE TRANSPORTATION BOARD

Richard J. Silverstein

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June 16, 2003



Secretary
Surface Transportation Board
1925 K Street N.W.
Washington, D.C. 20423

Dear Secretary:

I have enclosed one original and one copy of the documents described below, to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

This document is an Amendment to Rail Car Mortgage and Security Agreement, a secondary document dated June 9, 2003. The primary document to which this is connected is recorded under Recordation No. 22520.

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

Mortgagor: Eaglebrook Inc., 4801 Southwick Drive, Suite 200, Mattson, Illinois 60443

Mortgagee: Bank One NA, 120 South LaSalle Street, Chicago, Illinois 60603

A description of the equipment covered by the document follows:

Seventy-one (71) railroad tank cars (ferric chloride), AAR designation #111 A100W-5, marked EAGX 19001 through 19071, inclusive.

A total fee of \$30.00 is enclosed. Please return the original to Richard Jay Silverstein, Esq., Schwartz, Cooper, Greenberger & Krauss, 180 North LaSalle Street, Suite 2700, Chicago, Illinois 60601.

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Law Offices:

180 North LaSalle Street

Suite 2700

Chicago, Illinois 60601

tel 312.346.1300

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Secretary
June 16, 2003
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A short summary on the document to appear in the index follows:

Amendment to Mortgage

First Amendment to Mortgage made by Eaglebrook Inc., 4801 Southwick Drive, Suite 200, Matteson, Illinois 60443, in favor of American National Bank and Trust Company of Chicago, 120 South LaSalle Street, Chicago, Illinois 60603, dated October 5, 1999 and covering Seventy-one (71) railroad tank cars (ferric chloride), AAR designation #111 A100W-5, marked EAGX 19001 through 19071, inclusive.

Very truly yours,

A handwritten signature in black ink, appearing to read "Richard Jay Silverstein". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Richard Jay Silverstein

RJS/nmr

Enclosure

AMENDMENT TO RAIL CAR MORTGAGE AND SECURITY AGREEMENT
SURFACE TRANSPORTATION BOARD

This Amendment to Rail Car Mortgage and Security Agreement (this "Amendment") is made as of the 9th day of June, 2003 by and between BANK ONE, NA, a national banking association ("Lender"), as successor to American National Bank and Trust Company of Chicago ("ANB"), and EAGLEBROOK, INC., a Delaware corporation ("Mortgagor").

WITNESSETH:

WHEREAS, ANB and Mortgagor are parties to a Rail Car Mortgage and Security Agreement dated as of October 5, 1999, which has been filed and recorded of record with the Surface Transportation Board of the United States of America as filing number 22520 filed November 8, 1999 (the "Rail Car Mortgage"), and which was entered into in connection with that certain Loan and Security Agreement dated as of October 5, 1999, by and between ANB and Mortgagor; and

WHEREAS, Lender is the successor in interest to ANB and as such the "Lender" under the Rail Car Mortgage and the "Bank" under such Loan and Security Agreement, as it has been amended from time to time prior to the date hereof; and

WHEREAS, Lender and Mortgagor are amending and restating such Loan and Security Agreement, as amended, in its entirety as of the date hereof and concurrently desire to amend the Rail Car Mortgage as set forth herein;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. The definition of the term "Lender" in the Rail Car Mortgage is hereby amended to refer to Bank One, NA and its successors and assigns.

2. The definition of the term "Loan Agreement" in the Rail Car Mortgage is hereby amended to refer to that certain Amended and Restated Loan and Security Agreement dated as of June 9, 2003 by and between Mortgagor and Bank One, NA, as the same may be amended, restated, modified or supplemented and in effect from time to time.

3. The grant of a security interest in and lien on the Collateral in favor of the Lender under the Rail Car Mortgage is hereby reaffirmed in all respects as securing, from and after the date hereof, the obligations of Eaglebrook under the Amended and Restated Loan and Security Agreement dated as of June 9, 2003 by and between Eaglebrook and Bank One, NA, as the same may be amended, restated, modified or supplemented and in effect from time to time and the other Loan Documents referred to therein.

3. Miscellaneous.

(a) This Amendment shall be a contract made under and governed by the laws of the State of Illinois, without regard to conflict of laws principles. Whenever possible, each provision of this Amendment shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Amendment shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity,

without invalidating the remainder of such provision or the remaining provisions of this Amendment.

(b) This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall together constitute but one and the same document.

(c) This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(d) From and after the date of execution of this Amendment, any reference to the Rail Car Mortgage contained in any notice, request, certificate or other instrument, document or agreement to which Mortgagor is a party shall be deemed to include this Amendment unless the context shall otherwise require.

(e) Notwithstanding anything contained herein, the terms of this Amendment are not intended to and do not serve to effect a novation to the Rail Car Mortgage, which continues in full force and effect as amended hereby. Instead, it is the express intention of the parties hereto to reaffirm the Rail Car Mortgage as an obligation of Mortgagor for the benefit of Lender, as amended by this Amendment.

[Balance of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Amendment to Rail Car Mortgage and Security Agreement as of the date first set forth above.

WITNESSES:

EAGLEBROOK INC., Mortgagor

By Ray L. Beuster's
Print/Type Name: Ray L. Beuster's

Print/Type Name: Jerrald L. Tenny
By: Jerrald L. Tenny
Its Chief Financial Officer

By S.K. Khan
Print/Type Name: Salma Khan

Accepted this 9th day of June, 2003, at Lender's principal place of business in the City of Chicago, State of Illinois.

WITNESSES:

BANK ONE, NA

By _____
Print/Type Name: _____

By _____
Print/Type Name: Regina Carls
Its Vice President

By _____
Print/Type Name: _____

IN WITNESS WHEREOF, the parties have executed this Amendment to Rail Car Mortgage and Security Agreement as of the date first set forth above.

WITNESSES:

EAGLEBROOK INC., Mortgagor

By _____
Print/Type Name: _____

Print/Type Name: _____
By: Jerrald L. Tenny
Its Chief Financial Officer

By _____
Print/Type Name: _____

Accepted this 9th day of June, 2003, at Lender's principal place of business in the City of Chicago, State of Illinois.

WITNESSES:

BANK ONE, NA

By Lynn M. Nichols
Print/Type Name: Lynn M. Nichols

By Regina L. Carls
Print/Type Name: Regina Carls
Its Vice President

By Wieslawa H. Rouek
Print/Type Name: WIESLAWA H. ROUEK

STATE OF ILLINOIS)
) SS:
COUNTY OF Cook)

The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 9th day of June, 2003, personally appeared before me Jerrald L. Tenny, the Chief Financial Officer of EAGLEBROOK INC., to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is the President of said corporation, and that he signed and delivered the same in behalf of said corporation, with authority, as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.


Notary Public

My commission expires: _____



STATE OF ILLINOIS)
) SS:
COUNTY OF DuPage)

The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 9th day of June, 2003, personally appeared before me Regina Carls, a Vice President of BANK ONE, NA, to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that s/he is a Vice President of said bank, and that s/he signed and delivered the same in behalf of said bank, with authority, as her/his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.

Lynn M. Nichols
Notary Public

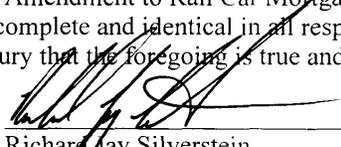
My commission expires: 8/21/03



Affidavit

I, Richard Jay Silverstein, have compared the attached duplicate copy of the Amendment to Mortgage and Security Agreement to the original Amendment to Rail Car Mortgage and Security Agreement and have found the copy to be complete and identical in all respects to the original document and declare under penalty of perjury that the foregoing is true and correct.

Dated: June 16, 2003


Richard Jay Silverstein