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July 1, 1999

RECORDATION NO. **20566-A** FILED

JUL 1 '99 4-00PM

VIA MESSENGER

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

Attn: Recordations Office - Ms. Taledia Stokes (Room 704)

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 Lease Supplement dated June 23, 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 Lease Supplement is connected is recorded under Recordation No. 20566.

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

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

Executed On Behalf  
Of Lessor By: Aardvark Railcar, Inc. (solely in its capacity as Administrative Manager)  
33 West Monroe Street - 24th Floor  
Las Vegas, Nevada 89193

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

#2091

July 1, 1999

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

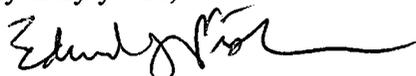
Enclosed is a check in the amount of \$26 payable to the order of the Surface Transportation Board for the recordation of this document.

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

Lease Supplement No. 2 to Capital Lease Agreement (Recordation No. 20566) between Railcar Leasing, LLC., as Lessor, and executed by Aardvark Railcar, Inc., solely in its capacity as Administrative Manager, and Aardvark Railcar Associates Inc., as Lessee, dated as of June 23, 1999, covering the railroad equipment identified in Lease Supplement No. 2 and Schedule 1A and 1B thereto.

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

Very truly yours,



Edward J. Fishman  
Oppenheimer Wolff Donnelly & Bayh LLP

Enclosures

RECORDATION NO. 20566-A FILED

JUL 1 '99 4-00PM

**Lease Supplement No. 2  
to Capital Lease Agreement  
("Capital Lease")  
dated as of March 7, 1997 between  
Railcar Leasing, LLC., Lessor and  
Aardvark Railcar Associates, Inc., Lessee**

Lease Supplement No. 2 dated as of June 23, 1999 between Railcar Leasing, LLC., as Lessor, and executed by Aardvark Railcar, Inc., solely in its capacity as Administrative Manager, and Aardvark Railcar Associates, Inc., as Lessee.

Lessor and Lessee have heretofore entered into that certain Capital Lease, dated as of March 7, 1997 relating to the Equipment and contracts described on Appendix A and Schedule B thereto (the "Capital Lease"). Pursuant to Section 11.2 of the Capital Lease, Lessee has the right, with the Consent of the Participating Manager which has been obtained, to cause to be transferred to Lessor other railcars in substitution for Railcars subject to the Capital Lease to be included as part of the Railcars by supplement to the Capital Lease. This instrument is intended to constitute such a supplement. Pursuant to Section 11.2 of the Capital Lease, Lessor has entered into that certain Qualified Intermediary Exchange Agreement and Qualified Escrow Agreement dated as of December 29, 1998 (the "Exchange Agreement") by and among Lessor, Cole Taylor Deferred Exchange Corp. and Cole Taylor Bank. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Capital Lease or in the Exchange Agreement.

***NOW, THEREFORE***, in consideration of the premises and other good and sufficient consideration, Lessor and Lessee agree as follows:

1. Simultaneously with the execution and delivery by Lessor of the Assignment of Contract for the LLC Cars to the Intermediary, Lessee shall return to Lessor under the Capital Lease and Lessor shall accept from Lessee under the Capital Lease the LLC Cars described on Schedule 1A hereto. In connection therewith, any and all right, title, or interest of Lessee, including any security interest of Lessee, in the LLC Cars under or through any document listed on Schedule 2 hereto shall cease and be released and terminated and, further, any and all right, title, or interest of Lessor, including any security interest of Lessor, under or through any document listed on Schedule 2 hereto respecting the LLC Cars shall thereupon cease and be released and terminated.
2. Simultaneously with the execution and delivery by GE Rail to Lessor of the Bill of Conveyance for the Exchange Cars, Lessor shall deliver and lease to Lessee under the Capital Lease and Lessee shall accept and lease from Lessor under the Capital Lease the Exchange Cars and related contracts, if any, described on Schedule 1B hereto.

- 3. All of the terms and provisions of the Capital Lease are hereby incorporated by referencce in this Lease Supplement to the same extent as is fully set forth herein. Except as expressly amended hereby, the Capital Lease is and shall continue to be in full force and effect in all respects and this Lease Supplement shall not constitute a waiver of any provision of the Capital Lease.
- 4. This Lease Supplement may be executed by the parties hereto in separate counterparts, each of which when so executed and dclivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. The cffective date of this Lcase 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 cxcution hereof by the parties thereto is or are the date or dates stated on this Lease Supplement.

**IN WITNESS WHEREOF**, the partics hereto have executed or caused this instrument to bc cxecuted as of the date first above written.

**RAILCAR LEASING, L.L.C., as Lessor**  
**By: AARDVARK RAILCAR, INC., solely in its capacity as Administrative Manager**

By: [Signature]  
Name: Chap A. Eckman  
Title: EVP, Risk Mgmt

**AARDVARK RAILCAR ASSOCIATES, INC., as Lessee**

By: [Signature]  
Name: Robert Tucker  
Title: EVP

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 29<sup>th</sup> day of June, 1999 before me personally appeared Cheryl A. Feltgen, who being by me duly sworn, says that he/she is the Exec. Vice President 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*  
"OFFICIAL SEAL"  
RICKI KNAPP  
Notary Public, State of Illinois  
My Commission Expires Oct. 1, 2001  
My Commission Expires: 10/01/01

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 29<sup>th</sup> day of June, 1999 before me personally appeared Robert H. Tucker, who being by me duly sworn, says that he/she is the Exec. Vice President of **AARDVARK RAILCAR ASSOCIATES, INC.**, 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*  
"OFFICIAL SEAL"  
RICKI KNAPP  
Notary Public, State of Illinois  
My Commission Expires Oct. 1, 2001  
My Commission Expires: 10/01/01

SCHEDULE 1A

LEASE EXCHANGE CAR MARK CAR NUMBER PURCHASER

Capital	QI ACFX	89081 Lockheed
Capital	QI ACFX	89082 Lockheed
Capital	QI ACFX	89083 Lockheed
Capital	QI ACFX	89085 Lockheed
Capital	QI ACFX	89086 Lockheed

SCHEDULE 1B

GE CAR MARK

GE CAR NO

NATX

250530

## SCHEDULE 2

1. **The Capital Lease Agreement, dated as of March 7, 1997 between Railcar Leasing, L.L.C., Lessor, and Aardvark Railcar Associates, Inc., Lessee, assigned Surface Transportation Board ("STB") Recordation number 20566.**
2. **The TH Railcar Lease, dated as of March 7, 1997 between Railcar Leasing, L.L.C., Lessor, and Aardvark Railcars Associates, Inc., Lessee, assigned STB Recordation Number 20567.**
3. **The Master Lease Agreement, dated as of March 7, 1997, between Railcar Leasing, L.L.C., Lessor, and Aardvark Railcars Associates, Inc., Lessee, assigned STB Recordation Number 20565.**
4. **Assignment of Leases and Rents and Security Agreement, dated as of March 7, 1997, between Railcar Leasing, L.L.C., Debtor, and The First National Bank of Chicago, Indenture Trustee, assigned STB Recordation Number 20568.**
5. **Lessee Security Agreement, dated as of March 7, 1997 between Railcar Leasing, L.L.C. Grantor, and Aardvark Railcars Associates, Inc., Secured Party, assigned STB Recordation Number 20568-A.**
6. **Back-up Loan Security Agreement, dated as of March 7, 1997, between Railcar Leasing, L.L.C., Grantor, and General Electric Capital Corporation, Secured Party, assigned STB Recordation Number 20568-B.**
7. **ACF Loan Security Agreement, dated as of March 7, 1997, between Railcar Leasing, L.L.C., Grantor, and ACF Industries, Incorporated, Secured Party, assigned STB Recordation Number 20568-C.**