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JUN 1 11 44 AM '92
MOTOR OPERATING UNIT
14637-A
RECORDATION NO

June 1, 1992 JUN 1 1992 - 11 55 AM

INTERSTATE COMMERCE COMMISSION

Recordation No. 14637-A

\$160.00 fees
(\$16.00 filing fee, \$144 recording fee)

Dear Mr. Strickland:

On behalf of Itel Rail Corporation, I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, executed counterparts of a secondary document, not previously recorded, entitled Consent, Waiver, Amendment, Assignment and Assumption ("Assignment").

The parties to the enclosed Assignment are:

Itel Rail Corporation, -
(as successor to Signal
Capital Corporation)
550 California Street
San Francisco, California 94104

ASSIGNOR
(For Indexing)

GE Capital Railcar Associates, Inc. -
33 West Monroe Street
Chicago, Illinois 60603

ASSIGNEE
(For Indexing)

Security Pacific Equipment Leasing, Inc.,
(successor to Security Pacific Financial
Leasing, Inc.)
Suite 1200
4 Embarcadero Center
San Francisco, California 94111

LESSOR
(For Indexing)

Charles J. ...

Security Benefit Group, Inc.
(as successor to Security Benefit
Trust Company)
700 Harrison Street
Topeka, Kansas 66636

- AGENT/SECURED PARTY
(For Indexing)

Liberty Life Insurance Company
2000 Wade Hampton Boulevard
Greenville, South Carolina 29615

- LENDER
(For Indexing)

Security Benefit Life Insurance Company,
for itself (and as successor to First
Pyramid Life Insurance Company of America)
700 Harrison Street
Topeka, Kansas 66636

- LENDER
(For Indexing)

The said Assignment, among other things, amends that certain Security Agreement, filed and recorded with the Interstate Commerce Commission ("ICC") under Recordation No. 14637 and the Assignment should be recorded under the next available letter under Recordation No. 14637 which we believe is -A.

The equipment covered by the instant Assignment includes the units of equipment covered by the aforesaid Security Agreement.

A short summary of the Assignment to appear in the ICC Index is as follows:

"Amendments Security Agreement"

Please also index in the "Vendee" Index Book ("white pages") the Assignment, (saying, "See Recordation No. 14637-A"), under the name of the Assignee therein, namely under:

GE Capital Railcar Associates, Inc.

Further, with the payment herewith of an indexing fee of \$16.00 each:
(1) Please index in the "Vendor" Index Book ("yellow pages") the Assignment, (saying, "See Recordation No. 14637-A"), under the following names of parties to the Assignment, namely:

Itel Rail Corporation
BA Equipment Leasing Corporation
Security Pacific Equipment Leasing, Inc.
Security Pacific Financial Leasing, Inc.

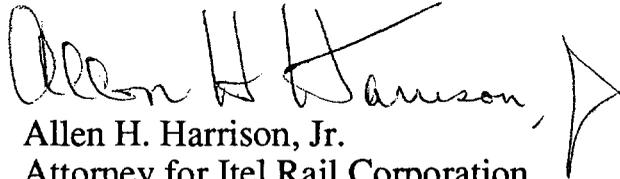
(2) Also, please index in the "Vendee" Index Book ("white pages") the Assignment, (saying, "See Recordation No. 14637-A"), under the following names of parties to the Assignment, namely:

Security Benefit Group, Inc.,
Security Benefit Trust Company,
Liberty Life Insurance Company,
Security Benefit Life Insurance Company
First Pyramid Life Insurance Company of America.

Enclosed is a check in the amount of one hundred sixty dollars (\$160.00) in payment of the filing fee and the fees for the requested indexing.

Once the filing has been made, please return to bearer the stamped counterpart(s) of the document not required for filing purposes, together with the fee receipt, the letter from the ICC acknowledging the filing, and the two extra copies of this letter of transmittal.

Very truly yours,


Allen H. Harrison, Jr.
Attorney for ITEL Rail Corporation
for the purpose of this filing

Honorable Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423
Enclosures

BY HAND

14637-A

1334

RECORDED NO 14637-A

JUN 1 1992 11 55 AM

STATE COMMERCE COMMISSION

CONSENT, WAIVER, AMENDMENT, ASSIGNMENT AND ASSUMPTION

This Consent, Waiver, Amendment, Assignment and Assumption, dated as of June 1, 1992 (this "Instrument"), is entered into by and among SECURITY PACIFIC EQUIPMENT LEASING, INC. (as successor to SECURITY PACIFIC FINANCIAL LEASING, INC.), as Lessor ("Lessor"), SECURITY BENEFIT GROUP, INC., as successor to SECURITY BENEFIT TRUST COMPANY, as Agent, LIBERTY LIFE INSURANCE COMPANY, as Lender, and SECURITY BENEFIT LIFE INSURANCE COMPANY, for itself and as successor to FIRST PYRAMID LIFE INSURANCE COMPANY OF AMERICA, as Lender (each of the foregoing (including the Lessor), a "Creditor Party"), ITEL RAIL CORPORATION, as successor to SIGNAL CAPITAL CORPORATION (the "Debtor Party"), and GE CAPITAL RAILCAR ASSOCIATES, INC. (the "Assuming Party").

WITNESSETH:

WHEREAS, Lessor and Debtor Party are party to a Master Equipment Lease dated as of April 1, 1985, as it may have been amended or supplemented (the "Agreement");

WHEREAS, by this Instrument and subject to the terms and conditions hereof: each Creditor Party extends its consent to certain transactions as hereinafter set forth, involving Debtor Party, Assuming Party, and others; Lessor, each other Creditor Party and Debtor Party desire to amend and supplement, as hereinafter set forth, the Agreement, and the agreements executed in connection with the Agreement listed on Schedule A hereto (the "Related Agreements"); Debtor Party desires to assign to Assuming Party all of Debtor Party's right, title and interest in and to the Agreement and the Related Agreements, as amended hereby; Assuming Party desires to assume Debtor Party's obligations and liabilities under, and in connection with, the Agreement and the Related Agreements, as amended hereby; and, except as expressly set forth herein, Debtor Party ceases to be a party to the Agreement and the Related Agreements;

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto agree as follows:

SECTION 1. Consent. Notwithstanding any provision to the contrary in the Agreement or any of the Related Agreements, each Creditor Party hereby consents to Debtor Party's assignment to Assuming Party contemplated hereby; provided, however, that nothing herein contained shall be construed as a consent to or waiver of any default or event of default arising for any other reason.

SECTION 2. Amendments. The Agreement and the Related Agreements are amended as follows:

SECTION 2.1. Covenants. Upon the effectiveness of this Instrument and except as expressly provided otherwise in this Instrument, all obligations and liabilities of Debtor Party under the Agreement and/or Related Agreements existing prior to the effectiveness hereof are hereby modified so that upon the effectiveness hereof the only obligations and liabilities of Assuming Party under and during the term of the Agreement and/or the Related Agreements shall be:

(a) For Assuming Party to make all payments of principal, interest, rentals, lease payments, indemnifications, fees, charges, reimbursements and any and all other payment obligations, in the amounts, at the times and following the procedures specified in the Agreement and/or the Related Agreements as in effect immediately prior to the amendments contemplated hereby;

(b) For Assuming Party:

(i) to deliver to each Creditor Party within 15 days after the filing thereof, copies of all reports and registration statements which General Electric Capital Corporation files with the Securities and Exchange Commission;

(ii) to deliver to each Creditor Party as soon as possible notice of the occurrence of a default or an event of default under the Agreement as modified hereby;

(iii) to deliver to each Creditor Party within 30 days after the last day of each quarter of each fiscal year of the Assuming Party a certificate of an authorized officer of the Assuming Party confirming continued compliance and/or specifying any noncompliance with the Agreement and/or Related Agreements as amended hereby and what action is proposed to be taken;

(iv) to deliver to each Creditor Party within 30 days after the last day of each calendar year a certificate from an insurance provider or from General Electric Capital Corporation's insurance department certifying that the insurance required to be maintained under the Agreement and/or Related Agreements is in force and complies with the Agreement;

(v) to deliver to each Creditor Party on a timely basis the statement and other information required by Section 7(c)(3) of the Agreement; and

(vi) to deliver to each Creditor Party within 30 days after a written request therefor a statement of the location of each railcar subject to the Agreement as of the most recent reasonably practicable date (and in any event within 20 days of the date of the statement).

(c) For Assuming Party to indemnify and perform the obligations to pay any Creditor Party and any other indemnified party and to perform such indemnity obligations to the same extent as Debtor Party indemnified and was obligated to pay Creditor Party and any other indemnified party and to perform such indemnity obligations pursuant to the terms of the Agreement and/or Related Agreements as in effect immediately prior to the amendments contemplated hereby, including, without limitation, any and all indemnities and other obligations with respect to taxes, including as stated in Section 20 of the Agreement and in that certain Participation Agreement dated as of April 1, 1985 originally among Security Pacific Financial Leasing, Inc., Signal Capital Corporation, Security Benefit Life Insurance Company, The First Pyramid life Insurance Company of America and Liberty Life Insurance Company (the "Participation Agreement"), and in that certain Tax Indemnity Agreement between Security Pacific Financial Leasing, Inc. and Debtor Party as each existed and was in force immediately prior to the effectiveness of this Instrument;

(d) For Assuming Party to carry and maintain insurance to the same extent and on the same terms and conditions (including without limitation endorsements) as Debtor Party was required to carry and maintain insurance pursuant to the terms of the Agreement and/or Related Agreements as each existed and was in force immediately prior to the effectiveness of this Instrument;

(e) For Assuming Party to provide for the maintenance, repair, improvement and storage of any railcars leased pursuant to the Agreement and/or Related Agreements to the same extent, and subject to the same terms and conditions, as Debtor Party was required to provide for the maintenance, repair, improvement and storage of such railcars pursuant to the terms of the Agreement and/or Related Agreements as each existed and was in force immediately prior to the effectiveness of this Instrument;

(f) For Assuming Party to observe and perform the obligations of Debtor Party and be bound by the terms and

conditions in Section 13 of the Agreement as it existed and was in force immediately prior to the effectiveness of this Instrument;

(g) For Assuming Party to allow the inspection of any railcars leased pursuant to the Agreement and/or Related Agreements and Assuming Party's books and records to the same extent as Debtor Party was required to allow such inspection pursuant to the terms of the Agreement and/or Related Agreements as each existed and was in force immediately prior to the effectiveness of this Instrument;

(h) For Assuming Party to observe and perform in a timely manner the obligations required under, and be subject to the terms and conditions of, the Agreement and/or Related Agreements in respect of any termination option, lease extension option, and purchase option, including as provided in Sections 16, 17 and 18 of the Agreement, and the obligations in respect of return of railcars, including as provided in Section 19 of the Agreement, to Creditor Party at the termination of the Agreement (whether at the normal expiration of the term of Agreement, by exercise of remedies or otherwise) and to observe and perform the obligations in Section 24 of the Agreement in each case to the same extent as Debtor Party was required to perform such obligations pursuant to the terms of the Agreement and/or Related Agreements as each existed and was in force immediately prior to the effectiveness of this Instrument;

(i) For Assuming Party to take such action as shall be necessary or appropriate to maintain any security interests or liens of any Creditor Party in any of Creditor Party's collateral under the Agreement or Related Agreements (the "Collateral"), with the priority level provided in the Agreement and Related Agreements (including without limitation the security agreement and assignment of lease and agreement) and, in the case of any Collateral acquired after the effective date hereof, to perfect the security interests or liens of any Creditor Party in such Collateral;

(j) For Assuming Party to observe any and all requirements with respect to subleases and assignments (subject to Section 11 hereof) to the same extent as Debtor Party was required to observe such restrictions pursuant to the terms of the Agreement and/or Related Agreements as each existed and was in force immediately prior to the effectiveness of this Instrument, provided, that when subleasing the Assuming Party need only make reference in such sublease to the fact that such sublease is subject and subordinate to a lease and need not specifically reference the Agreement;

(q) For Assuming Party, in addition to any indemnity otherwise provided for under the Agreement and/or Related Agreements, to pay and indemnify Creditor Party for any and all taxes, penalties, interest or fees incurred or deductions lost as a result of Assuming Party's use of the equipment or railcars covered under the Agreement and/or Related Agreements outside of the United States, and Assuming Party agrees to prepare any and all reports to be filed by reason of such use and will promptly furnish a copy of such reports to each Creditor Party; and

(r) For Assuming Party to observe and perform the obligations of Debtor Party, and be bound by the terms and conditions, provided in Sections 1, 2 (lease obligations only), 4, 7(d), 8(c), 9, 21, 26, 27 of the Agreement as it existed and was in force immediately prior to the effectiveness of this Instrument (except, in the case of Section 1, as modified by Sections 2.4, 2.5 and 2.6 of this Instrument) and Sections 1, 2.1(i), 2.2(e) and 3 of the Participation Agreement as it existed and was in force immediately prior to the effectiveness of this Instrument (except, in the case of Section 1, as modified by Sections 2.4, 2.5 and 2.6 of this Instrument) (as defined in the Agreement);

provided, however, that nothing contained in this Instrument (except as specifically described in the second paragraph of Section 2.2 and in Sections 2.4, 2.5, 2.6, 2.7 and 2.8 of this Instrument below) shall be deemed to affect or modify any Note, the Agency Agreement, the Security Agreement or the Assignment (each as defined in the Participation Agreement).

SECTION 2.2. Defaults and Remedies. The provisions of the Agreement and the Related Agreements with respect to breaches, defaults and events of default thereunder and remedies in connection therewith shall remain in full force and effect, provided, however, that breach of, or other non-compliance with, any of the obligations or liabilities of the Agreement and the Related Agreements, which shall no longer be in force or effect pursuant to the provisions hereof shall not constitute, result in, nor create any breach of, default, or event of default nor give rise to any acceleration or right of acceleration under the Agreement or the Related Agreements as to Assuming Party but nothing herein contained shall affect any indemnity obligation or other rights as against Debtor Party including any described in the last sentence of Section 2.3.

In addition, each of the following shall constitute an additional default or event of default under the Agreement and the Related Agreements and shall give rise to the remedies in respect

(k) For Assuming Party to maintain markings on the railcars covered by the Agreement and/or Related Agreements (but not any particular markings) and to provide each Creditor Party with notice of any change of markings and a copy of any filing made with the ICC in connection with any change of markings and for Assuming Party to provide annually within 60 days after the end of each year to each Creditor Party a report indicating the existing markings on such railcars;

(l) For Assuming Party to maintain the location of its principal place of business within the United States and to notify each Creditor Party within 20 days whenever Assuming Party changes the location of its principal place of business within the United States;

(m) For Assuming Party to comply with the interchange rules of the American Association of Railroads and all other statutes, laws, rules, ordinances and regulations applicable to the railcars or to Assuming Party's operations involving the railcars to the same extent as Debtor party was required to comply with the interchange regulations of the American Association of Railroads and all other statutes, laws, rules, ordinances and regulations applicable to the railcars or to Assuming Party's operations involving the railcars pursuant to the terms of the Agreement and/or Related Agreements as each existed and was in force immediately prior to the effectiveness of this Instrument;

(n) For Assuming Party, subject to Section 2.3 hereof, to observe and perform the obligations of Debtor Party and be subject to the terms and conditions provided in Section 28 of the Agreement and Section 8 of the Participation Agreement as each existed and was in force immediately prior to the effectiveness of this Instrument;

(o) For Assuming Party to observe and perform the obligations of Debtor Party and be subject to the terms and conditions provided in Section 10 of the Agreement as it existed and was in force immediately prior to the effectiveness of this Instrument;

(p) For Assuming Party to observe and perform the obligations of Debtor Party and be subject to the terms and conditions provided in Section 11 of the Agreement as it existed and was in force immediately prior to the effectiveness of this Instrument, provided, that, notwithstanding Section 11(b) of the Agreement and Section 5(f) of that certain Tax Indemnity Agreement dated as of April 1, 1985 between Security Pacific Financial Leasing, Inc. and Signal Capital Corporation, de minimus use of the railcars in Mexico shall be permitted; and

of a default or event of default provided thereunder: (i) the GECC Guaranty shall become invalid or unenforceable in whole or in part or GECC shall contest or deny its obligations thereunder or there shall be an unauthorized assignment of the GECC Guaranty, (ii) any event of default of the type described in Section 23(d), (e) or (g) of the Agreement (except that the term "GECC" shall be substituted for the word "Lessee" and the words "GECC Guaranty" shall be substituted for the word "Lease") shall occur; (iii) GECC or the Lessee shall not pay its debts generally as they become due; or (iv) the Assuming Party shall fail to perform or observe any covenant, condition or agreement to be performed or observed by it hereunder.

SECTION 2.3. Deletion of Certain Representations and Warranties. Upon the effectiveness of this Instrument (but without affecting any of the representations or warranties contained in Section 4), the representations and warranties of the Debtor Party contained in the Agreement and Related Agreements which have been made prior to the date hereof are hereby deleted in their entirety, except for any representations and warranties relating to tax matters (excluding any representation or warranty relating to foreign use of the railcars or equipment) and relating to the railcars being personal property and being used in interstate commerce and those contained in paragraph 3 of the certificate contained in Exhibit D to the Participation Agreement, which shall continue in full force and effect. All references in the Agreement and Related Agreements to such deleted representations and warranties shall no longer be in force or effect; provided, however, that the deletion of the foregoing representations and warranties shall not affect any rights of any Creditor Party against Debtor Party arising out of a breach of any such representation or warranty prior to the effectiveness of the Assuming Party's assumption hereunder.

SECTION 2.4. References to Parties includes Successors and Assigns. Upon the effectiveness of this Instrument, whenever any party or entity (including without limitation, Lessee, Lessor, Lender, Agent, Debtor Party or Secured Party) is referred to, such reference shall be deemed to include the successors and assigns of such party or entity.

SECTION 2.5. Amendment. Upon the effectiveness of this Instrument, unless the context shall otherwise require, all agreements or instruments defined in the Agreement or any Related Agreement shall mean such agreements or instruments as the same may from time to time be supplemented or amended or the terms thereof waived or modified to the extent permitted by, and in accordance with, the terms thereof.

SECTION 2.6. Other Definitions. Upon the effectiveness of this Instrument, the term "Operative Agreement" shall include this

Instrument and the Assignment of Guaranty contemplated hereby and the definition of Collateral shall be amended as specified in the amendment of the Security Agreement described in Section 2.8 hereof.

SECTION 2.7. Additional Amendments to Agency Agreement.
Upon the effectiveness of this Instrument, the Agency Agreement (as defined in the Participation Agreement) shall be amended as follows:

A) Any reference to the word "Assignment" therein shall mean, unless the context shall otherwise require, either the Assignment of Lease and Agreement referred to therein or the Assignment of Guaranty contemplated hereby or both.

B) In Section 3(d), immediately following the word "Lease" in the second line thereof add the following:

", Counterpart No. 1 of the Consent, Waiver, Amendment, Assignment and Assumption, dated as of June 1, 1992."

C) In Section 5, immediately following the word "Lease" in the second line add the following: "the Guaranty Agreement, dated as of June 1, 1992, executed by General Electric Capital Corporation and relating to the Lease".

D) The address and method of payments specified by Section 5 are as specified in Schedule B to the Consent, Waiver, Amendment, Assignment and Assumption, dated as of June 1, 1992 until further notice in accordance with the terms thereof.

SECTION 2.8. Additional Amendments to Security Agreement.
Upon the effectiveness of this Instrument, the Security Agreement (as defined in the Participation Agreement) shall be amended as follows:

A) In Recital B, the definition of "indebtedness hereby secured" shall be amended by adding in Recital B on page 2 immediately following the words "this Security Agreement" in the next to last line thereof the words ", the Assignment of Lease and Agreement, the Assignment of Guaranty, the Consent, Waiver, Amendment, Assignment and Assumption".

B) In Section 1.2, the title of Section 1.2 shall be amended in its entirety to read as follows:

1.2 Rental and Guaranty Collateral

and immediately following subparagraph (3) thereof (but not as part of subparagraph (3)) add the following:

"together with all right, title, claims and demands of the Debtor in, to and under the Guaranty Agreement executed by General Electric Capital Corporation (the "GECC Guaranty") and covering among other things Lessee's obligations under the Lease, including the immediate and continuing right to receive and collect all payments now or hereafter receivable by the Debtor under the GECC Guaranty pursuant thereto, except those sums reserved as Excepted Rights in Collateral under Section 1.5 thereof, and together with all right, title, claims and demands of the Debtor, in, to and under the Consent, Waiver, Amendment, Assignment and Assumption, dated as of June 1, 1992, except those sums reserved as Excepted Rights in Collateral under Section 1.5 hereof."

C) Section 1.5 is hereby amended by substituting for the period at the end of subparagraph (c) the words "; and" and by adding the following new subparagraph (d) at the end thereof:

(d) all payments under the GECC Guaranty relating to amounts described in subparagraphs (a) and (b) above.

D) The title of Section 2.6 shall be amended to read as follows:

2.6 Modifications of the Lease and GECC Guaranty

and Section 2.6 shall also be amended by adding after the word "Lease" in line four of subparagraph (a) the words "or GECC Guaranty" and by adding after the word "Equipment" at the end of subparagraph (b) the following: "or any amount then due or to accrue under the GECC Guaranty."

E) Section 4.1 shall be amended by adding after the word "Equipment" in the first sentence thereof the following: "and a security interest in sums due or to become due to the Debtor under the GECC Guaranty" and by adding after the word "Rent" in line three of subparagraph (a) and after the word "Lease" in line six of subparagraph (b) the following: "(or payments under the GECC Guaranty with respect thereto)".

SECTION 2.9. Additional Amendments to Participation Agreement. Upon the effectiveness of this Instrument, the Participation Agreements shall be amended as follows:

A) In Section 6 and Exhibit J of the Participation Agreement, the word "Assignment" shall include either the Assignment of Guaranty contemplated hereby or the Assignment of Lease and Agreement referred to therein or both; and

B) In Exhibit J add the words "or GECC Guaranty" immediately following the words "Lease" in clauses (vii) and (viii) of paragraph (e).

SECTION 3. Guaranty. Prior to or upon the effectiveness of this Instrument, General Electric Capital Corporation ("GECC") will unconditionally guarantee the obligations of Assuming Party under the Agreement, the Related Agreements and this Instrument pursuant to an instrument in form and substance satisfactory to and delivered to each Creditor Party and substantially in the form attached as Exhibit C (the "GECC Guaranty").

SECTION 4. Representations and Warranties.

(a) To induce each Creditor Party to enter into this Instrument, Debtor Party and Assuming Party represent and warrant as follows:

(i) Each of Debtor Party and Assuming Party is duly organized, validly existing and in good standing under the laws of its state of formation;

(ii) The execution and delivery of this Instrument and the performance by Debtor Party and Assuming Party of their respective obligations under the Agreement and Related Agreements as modified by this Instrument and as contemplated hereby, are within their respective organizational powers, have been duly authorized by all necessary organizational action, have received all necessary governmental approval (if any shall be required), and do not and will not contravene or conflict with any provision of law, rule or regulation or of the organizational instruments of Debtor Party or Assuming Party, or of any judgment, order, agreement or other instrument binding on either of them or any of their properties, and will not result in the creation of any lien under any agreement or instrument and do not require the consent or approval of, the giving of notice to, the registration with, or (except as may be required to continue the security interests of each Creditor Party under the Agreement and Related Agreements as modified hereby) the taking of any other action in respect of, any governmental authority or agency of the United States (including without limitation the Interstate Commerce Commission) or any county, state or political subdivision thereof or any public regulatory body or court;

(iii) This Instrument is, and the Agreement and Related Agreements as modified by this Instrument are, the legal, valid and binding obligations of Debtor Party and Assuming Party, respectively, enforceable against them in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law);

(iv) No litigation (including, without limitation, derivative actions), arbitration proceedings or governmental proceedings are pending or threatened against Debtor Party or Assuming Party which would restrain, enjoin, prohibit or in any way impair the transactions contemplated hereby, or would, if adversely determined, materially and adversely affect the financial condition or continued operations of Assuming Party;

(v) The railcars will be used in interstate commerce; and

(vi) No mortgage, deed of trust or other lien of any nature whatsoever which now covers or affects any property or interest therein of the Debtor Party or Assuming Party now attaches or hereafter will attach to the railcars or in any manner affects or will affect adversely the right, title and interest of the Debtor Party or Assuming Party, the Agent (as defined in the Participation Agreement) or any Lender (as defined in the Participation Agreement) therein.

(b) to induce each Creditor Party to enter into this Instrument, Debtor Party further represents and warrants as follows:

(i) No default or event of default under any outstanding loan agreement or evidence of indebtedness for borrowed money of Debtor Party has occurred and is continuing which with the lapse of time or the giving of notice or both would constitute such a default or event of default; and

(ii) Debtor Party has no actual knowledge of any uncured default or Event of Default of Debtor Party under the Agreement or any Related Agreement existing prior to the date hereof or resulting from the transactions contemplated hereby.

(c) To induce Assuming Party to assume Debtor Party's liabilities and obligations under the Agreement and/or Related Agreements pursuant to the provisions hereof, each Creditor Party represents and warrants as to itself only as follows:

(i) Except for rental payments related to the current period which may be outstanding, there are no amounts actually known to be outstanding or owed by Debtor Party under the Agreement or Related Agreements; and

(ii) Such Creditor Party has no actual knowledge of any uncured default of Debtor Party under the Agreement or Related Agreements existing prior to the effectiveness hereof.

SECTION 5. Conditions Precedent. This Instrument shall become effective upon execution by all parties and upon:

(a) Consummation of the transactions contemplated by that certain Asset Purchase Agreement by and among Itel Corporation, Itel Rail Corporation, Itel Rail Funding Corporation, Rex Railways, Inc., and General Electric Capital Corporation dated as of _____ on or prior to June 30, 1992;

(b) Delivery to each Creditor Party of a certificate substantially in the form of Exhibit A hereto;

(c) Delivery to each Creditor Party of a certificate substantially in the form of Exhibit B hereto;

(d) Delivery to each Creditor Party of the GECC Guaranty substantially in the form attached as Exhibit C;

(e) Delivery to each Creditor Party of an opinion of the general counsel or associate general counsel to GECC as to the enforceability of this Instrument and the GECC Guaranty and as to such other matters as may be reasonably requested by any of them;

(f) The making of all filings under the Interstate Commerce Act required in connection with the consummation of the transactions contemplated by the Agreement, the Related Agreements and this Instrument and each Creditor Party shall have received the opinions of Allen H. Harrison Jr., special counsel to Debtor Party in the forms attached as Exhibit D-1 and Exhibit D-2;

(g) The railcars and other equipment are covered by the insurance required hereby and by the Agreement and all

premiums due on or prior to the date hereof in respect of such insurance have been paid in full and each Creditor Party shall receive a certificate from a responsible officer of the Assuming Party to such effect;

(h) The Lessor's interest hereunder and under the GECC Guaranty shall have been assigned to the Agent (as defined in the Participation Agreement (herein the "Agent") pursuant to the Assignment of Guaranty (the "Assignment of Guaranty") in the form attached hereto as Exhibit E, the Assignment of Lease and Agreement and the amendment of the Security Agreement contemplated hereby; and

(i) Delivery to each Creditor Party of a Certificate substantially in the form of Exhibit F hereto.

SECTION 6. Assignment, Assumption and Releases. Upon the effectiveness of this Instrument:

(a) In consideration of the foregoing and for good and valuable consideration, the receipt of which is hereby acknowledged, Debtor Party hereby assigns to Assuming Party all of Debtor Party's right, title and interest in and to the Agreement and Related Agreements and Debtor Party's rights with respect to any railcars, equipment or other assets under the Agreement and/or Related Agreements;

(b) Assuming Party hereby assumes Debtor Party's liabilities and obligations under the Agreement and the Related Agreements, as modified by this Instrument and agrees to be bound by the terms and provisions thereof and hereof to the same extent and in the same manner as if Assuming Party were originally a party thereto and hereto.

(c) Upon the effectiveness of Assuming Party's assumption as set forth in subsection (b) above, Debtor Party shall have no further obligations or liabilities under or in connection with the Agreement and the Related Agreements, except as provided in Section 2.3 hereof and except as to any matter arising before the effectiveness of such assumption.

SECTION 7. Further Agreement of Lessor. Lessor hereby agrees to execute and deliver to the Agent (and in the case of (a) each Lender) no later than June 30, 1992 the following:

(a) a certificate in the form attached as Exhibit G; and

(b) an executed financing statement reasonably acceptable to the Agent covering the interest to be assigned by the Lessor pursuant to the Assignment of Guaranty.

SECTION 8. Further Assurances. Each of Debtor Party and Assuming Party will execute and deliver such other and further instruments and will do such other and further acts, at their respective cost and expense, as in the reasonable opinion of any Creditor Party may be necessary or desirable to carry out fully the purposes of this Instrument. Each Creditor Party will execute and deliver such other and further instruments and will do such other and further acts as may be reasonably requested by either Debtor Party or Assuming Party, at the cost and expense of the requesting party, for the purpose of fully carrying out the purposes of this Instrument.

SECTION 9. Ratification. This Instrument shall be deemed to be an amendment and supplemental agreement to the Agreement and the Related Agreements, and the Agreement and Related Agreements, as modified hereby, are hereby ratified, approved and confirmed in each and every respect. Unless the context shall otherwise require, all references to the Agreement and the Related Agreements shall hereafter be deemed to refer to the Agreement and the Related Agreement as amended hereby.

SECTION 10. Governing Law. THIS INSTRUMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS. Whenever possible each provision of this Instrument shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Instrument shall be prohibited or invalid under applicable 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 Instrument.

SECTION 11. Counterparts. This Instrument may be executed in any number of counterparts, all of which taken together shall constitute one and the same Instrument, and any party hereto may execute this Instrument by signing one or more counterparts; provided, however, that only the counterpart of this Instrument marked or stamped "Counterpart No. 1" shall be deemed to constitute "Chattel Paper" for purposes of the Uniform Commercial Code, all other or numbered counterparts being deemed duplicates hereof.

SECTION 12. Successors and Assigns. This Instrument shall be binding upon each Creditor Party, Debtor Party and Assuming Party, and their respective successors and assigns, and shall inure to the benefit of each Creditor Party, Debtor Party and Assuming Party, and their respective successors and assigns, provided, however, that each Creditor Party and Assuming Party may only create such successors and assigns as may be permitted under the Agreement and Related Agreements (and if the terms of Section 7(d) of the Agreement apply, including such section), except that Assuming Party may further assign (without the consent of any Creditor Party) all (but not less than all) of its rights, title and

interest in and to the Agreement, the Related Agreements, and the railcars and equipment covered by the Agreement and/or Related Agreements to any direct or indirect wholly-owned subsidiary of GECC; provided, that any such assignment and assumption shall not relieve Assuming Party or Debtor Party from any liability hereunder or GECC from any liability under the GECC Guaranty with respect to such assignee. The Assuming Party hereby reconfirms for the benefit of the Agent and each Lender (each as defined in the Participation Agreement) the terms and conditions contained in paragraph 15 of the certificate attached as Exhibit D to the Participation Agreement and the last sentence of Section 15(b) of the Agreement.

SECTION 13. No Jury Trial. THE PARTIES HERETO WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS INSTRUMENT, OR UNDER THE AGREEMENT OR RELATED AGREEMENTS AS MODIFIED HEREBY, OR UNDER ANY OTHER DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREWITH, OR ARISING FROM ANY FINANCIAL RELATIONSHIP EXISTING IN CONNECTION WITH THIS INSTRUMENT OR THE AGREEMENT AND RELATED AGREEMENTS AS MODIFIED HEREBY, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

SECTION 14. No Expansion of Liabilities of Trustee or Agent. It is expressly understood that nothing in this Instrument is intended or will be deemed to expand the obligations and liabilities of any trustee or agent under or in connection with the Agreement or Related Agreements.

SECTION 15. Instrument Governs Conflict. If any provision of this Instrument is deemed to conflict with or to be contrary to any provision of the Agreement or the Related Agreements, the terms of this Instrument shall govern.

SECTION 16. Authorization and Directive. Each Lender hereby consents to this Instrument including the amendments to the Agreement and Related Agreements and Assignment of Guaranty contemplated hereby and hereby authorizes and directs Security Benefit Group, Inc. to execute and deliver this Instrument and the Assignment of Guaranty.

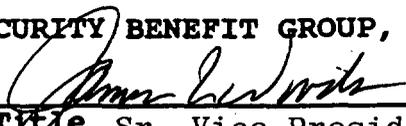
Delivered at Chicago, Illinois as of the day and year first above written.

SECURITY PACIFIC EQUIPMENT
LEASING, INC.

By *Eileen S. Iyematsu*
Title CONTRACT ADMINISTRATOR

Address:

SECURITY BENEFIT GROUP, INC.

By 

Title Sr. Vice President

Address: 700 Harrison
Topeka, Kansas 66636-0001

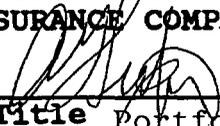
LIBERTY LIFE INSURANCE COMPANY

By _____

Title _____

Address: 2000 Wade Hampton Boulevard
Greenville, South Carolina 29615

SECURITY BENEFIT LIFE
INSURANCE COMPANY

By 

Title Portfolio Manager

Address: 700 Harrison
Topeka, Kansas 66636-0001

ITEL RAIL CORPORATION

By _____

Title _____

Address:

GE CAPITAL RAILCAR ASSOCIATES, INC.

By _____

Title _____

Address:

Address:

SECURITY BENEFIT GROUP, INC.

By _____
Title _____
Address: 700 Harrison
Topeka, Kansas 66636-0001

LIBERTY LIFE INSURANCE COMPANY

By Matthew J. Williams
Title Vice President
Address: 2000 Wade Hampton Boulevard
Greenville, South Carolina 29615

**SECURITY BENEFIT LIFE
INSURANCE COMPANY**

By _____
Title _____
Address: 700 Harrison
Topeka, Kansas 66636-0001

ITEL RAIL CORPORATION

By _____
Title _____
Address: _____

GE CAPITAL RAILCAR ASSOCIATES, INC.

By _____
Title _____
Address: _____

Address:

SECURITY BENEFIT GROUP, INC.

By _____
Title _____
Address: 700 Harrison
Topeka, Kansas 66636-0001

LIBERTY LIFE INSURANCE COMPANY

By _____
Title _____
Address: 2000 Wade Hampton Boulevard
Greenville, South Carolina 29615

SECURITY BENEFIT LIFE
INSURANCE COMPANY

By _____
Title _____
Address: 700 Harrison
Topeka, Kansas 66636-0001

ITEL RAIL CORPORATION

By Robert Kuehly
Title VICE PRESIDENT
Address: 550 CALIFORNIA STREET
SAN FRANCISCO, CALIFORNIA 94104

GE CAPITAL RAILCAR ASSOCIATES, INC.

By Arthur J. Lane
Title S.V.P.
Address: 33 WEST MONROE STREET
CHICAGO, ILLINOIS 60603

STATE OF CALIFORNIA)
) S.S.
COUNTY OF SAN FRANCISCO)

On the 28th day of May, 1992 before me personally appeared EILEEN S. LYEMARSH personally known to me to be the person who executed the within instrument as CONTRACT ADMINISTRATOR of Security Pacific Equipment Leasing, Inc. and acknowledged to me that the corporation executed it.



Gail D. Smedal
Notary Public

STATE OF KANSAS)
) S.S.
COUNTY OF SHAWNEE)

On the 28 day of May, 1992 before me personally appeared James L. Woods personally known to me to be the person who executed the within instrument as Sr. Vice Pres. of Security Benefit Group, Inc. and acknowledged to me that the corporation executed it.



Linda K. Gifford

Notary Public

STATE OF SOUTH CAROLINA)
) S.S.
COUNTY OF GREENVILLE)

On the 28th day of May, 1992 before me personally appeared Martha G. Williams personally known to me to be the person who executed the within instrument as Vice President of Liberty Life Insurance Company and acknowledged to me that the corporation executed it.

Sandra Lee Kirkus
Notary Public for S.C.
My Commission expires: 2/13/00

STATE OF KANSAS
COUNTY OF SHAWNEE

)
) S.S.
)

On the 28 day of May, 1992 before me personally appeared A. G. Sexton personally known to me to be the person who executed the within instrument as Portfolio Mgr. of Security Benefit Life Insurance Company and acknowledged to me that the corporation executed it.

Linda K. Gifford
NOTARY PUBLIC
State of Kansas
My Appt. Expires Nov. 1, 1993

Linda K. Gifford
Notary Public

STATE OF Illinois)
COUNTY OF Cook) S.S.

On the 28 day of May, 1992 before me personally appeared ROBERT KIEHNLE personally known to me to be the person who executed the within instrument as Vice President of Ite1 Rail Corporation and acknowledged to me that the corporation executed it.



Kristin Nystedt
Notary Public

STATE OF Illinois)
COUNTY OF Cook) S.S.

On the 28 day of May, 1992 before me personally appeared Winston I. Lowe personally known to me to be the person who executed the within instrument as Sr. Vice President of GE Capital Railcar Associates, Inc. and acknowledged to me that the corporation executed it.



Kristin Nystedt
Notary Public

EXHIBIT A

Certificate of Itel Rail Corporation

I, the undersigned, [Assistant] Secretary of Itel Rail Corporation, a Delaware corporation (the "Debtor Party"), DO HEREBY CERTIFY that:

1. This Certificate is furnished pursuant to Section 4(c) of that certain Consent, Waiver, Amendment, Assignment and Assumption, dated as of _____, 1992 (the "Instrument"), among the Debtor Party, GE Capital Railcar Associates, Inc., Security Pacific Equipment Leasing, Inc., Security Benefit Group, Inc., Liberty Life Insurance Company, and Security Benefit Life Insurance Company. Unless otherwise defined herein, capitalized terms used in this Certificate have the meanings assigned to such terms in the Instrument.

2. Attached hereto as Exhibit I is a true, correct and complete copy of resolutions duly adopted at a meeting of the Board of Directors of the Debtor Party, convened and held on the ___ day of _____, 1992, which resolutions have not been revoked, modified, amended or rescinded and are still in full force and effect, and the Instrument is in substantially the form of that document submitted to and approved by the Board of Directors of the Debtor Party at such meeting.

3. The persons named in Exhibit II attached hereto have been duly elected, have duly qualified as and at all times since _____, 1992 (to and including the date hereof), have been officers of the Debtor Party holding the respective offices set forth therein opposite their names, and the signatures set forth therein opposite their names are their genuine signatures.

WITNESS my hand on this ___ day of _____, 1992.

[Assistant] Secretary

Resolutions of the Board of Directors of
IteI Rail Corporation

WHEREAS, there has been presented to this meeting a form of Consent, Waiver, Amendment, Assignment and Assumption (draft of _____, 1992) (the "Instrument"), among this Corporation, GE Capital Railcar Associates, Inc., Security Pacific Equipment Leasing, Inc., Security Benefit Group, Inc., Liberty Life Insurance Company, and Security Benefit Life Insurance Company.

NOW, THEREFORE, BE IT RESOLVED, that the President, any Senior Vice President, or any Vice President of this Corporation, and each of them, be and he hereby is authorized to execute, in the name and on behalf of this Corporation, and deliver a Consent, Waiver, Amendment, Assignment and Assumption, substantially in the form of the Instrument presented to this meeting, except for such changes, additions and deletions as to any or all of the terms and provisions thereof as the officer executing the Instrument on behalf of this Corporation shall deem proper, such execution by such officer of the Instrument to be conclusive evidence that such officer deems all of the terms and provisions thereof to be proper;

FURTHER RESOLVED, that each and every officer of this Corporation be and he hereby is authorized in the name and on behalf of this Corporation from time to time to take such actions and to execute and deliver such certificates, instruments, notices and documents as may be required or as such officer may deem necessary, advisable or proper in order to carry out and perform the obligations of this Corporation under the Instrument executed by this Corporation pursuant to these resolutions, or under any other instrument or document executed pursuant to or in connection with the Instrument; all such actions to be performed in such manner, and all such certificates, instruments, notices and documents to be executed and delivered in such form, as the officer performing or executing the same shall approve, the performance or execution thereof by such officer to be conclusive evidence of the approval thereof by such officer and by this Board of Directors.

EXHIBIT II

signature

Office

Name of Officer

Certificate of GE Capital Railcar Associates, Inc.

I, the undersigned, [Assistant] Secretary of GE Capital Railcar Associates, Inc., a Delaware corporation (the "Assuming Party"), DO HEREBY CERTIFY that:

1. This Certificate is furnished pursuant to Section 4(d) of that certain Consent, Waiver, Amendment, Assignment and Assumption, dated as of _____, 1992 (the "Instrument"), among the Assuming Party, Itel Rail Corporation, Security Pacific Equipment Leasing, Inc., Security Benefit Group, Inc., Liberty Life Insurance Company, and Security Benefit Life Insurance Company. Unless otherwise defined herein, capitalized terms used in this Certificate have the meanings assigned to such terms in the Instrument.

2. Attached hereto as Exhibit I is a true, correct and complete copy of resolutions duly adopted by unanimous written consent of the Board of Directors of the Assuming Party, on the _ day of _____, 1992, which resolutions have not been revoked, modified, amended or rescinded and are still in full force and effect.

3. The persons named in Exhibit II attached hereto have been duly elected, have duly qualified as and at all times since _____, 1992 (to and including the date hereof), have been officers of the Assuming Party holding the respective offices set forth therein opposite their names, and the signatures set forth therein opposite their names are their genuine signatures.

WITNESS my hand on this ____ day of _____, 1992.

[Assistant] Secretary

Resolutions of the Board of Directors of
GE Capital Railcar Associates, Inc.

WHEREAS, the directors have reviewed a form of Consent, Waiver, Amendment, Assignment and Assumption (draft of _____, 1992) (the "Instrument"), among this Corporation, Security Pacific Equipment Leasing, Inc., Security Benefit Group, Inc., Liberty Life Insurance Company, Security Benefit Life Insurance Company and Itel Rail Corporation;

NOW, THEREFORE, BE IT RESOLVED, that each officer of this Corporation be, and he or she hereby is, authorized to execute and deliver the Instrument, in the name and on behalf of this Corporation, substantially in the form reviewed by the directors of this Corporation, with such changes, additions and deletions as to any or all of the terms and provisions thereof as the officer executing the Instrument on behalf of this Corporation shall deem proper, and such execution by such officer of the Instrument shall be conclusive evidence that such officer deems all of the terms and provisions thereof to be proper;

FURTHER RESOLVED, that each officer of this Corporation be and he or she hereby is authorized in the name and on behalf of this Corporation from time to time to take such actions and to execute and deliver such certificates, instruments, notices and documents as may be required or as such officer may deem necessary, advisable or proper in connection with the foregoing resolution or in order to carry out and perform the obligations of this Corporation under the Instrument executed by this Corporation pursuant to these resolutions, or under any other instrument or document executed pursuant to or in connection with the Instrument; all such actions to be performed in such manner, and all such certificates, instruments, notices and documents to be executed and delivered in such form, as the officer performing or executing the same shall approve, the performance or execution thereof by such officer shall be conclusive evidence of the approval thereof by such officer and by the directors of this Corporation.

EXHIBIT II

Name of Officer

Office

Signature

GUARANTY

THIS GUARANTY, dated as of _____ is executed by GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation ("Guarantor") in favor of SECURITY PACIFIC EQUIPMENT LEASING, INC., as successor to SECURITY PACIFIC FINANCIAL LEASING, INC., SECURITY BENEFIT GROUP, INC., LIBERTY LIFE INSURANCE COMPANY and SECURITY BENEFIT LIFE INSURANCE COMPANY (each, a "Creditor Party" and collectively, the "Creditor Parties").

RECITALS

A. Pursuant to a Consent, Waiver, Amendment, Assignment and Assumption (the "Consent Agreement"), dated as of the date hereof among the Creditor Parties, ITEL RAIL CORPORATION, as successor to SIGNAL CAPITAL CORP. ("Debtor Party") and GE CAPITAL RAILCAR ASSOCIATES, INC. ("Assuming Party"), (i) Debtor Party has assigned to Assuming Party its right, title and interest in and to the Agreement, as defined in the Consent Agreement, and the Related Agreements, as defined in the Consent Agreement, on the terms set forth in the Consent Agreement (the "Assignment") and (ii) the Agreement and the Related Agreements have been amended, modified and supplemented as set forth in the Consent Agreement (the "Modifications") (the Agreement and the Related Agreements, together with the Modifications, herein called the "Modified Agreements").

B. In order to induce Creditor Party to consent to the Assignment, the Modifications and the other terms of the Consent Agreement, Guarantor has agreed to execute this Guaranty in favor of each of the Creditor Parties.

AGREEMENT

NOW, THEREFORE, in consideration of the matters set forth in the above recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Guarantor agrees as follows:

1. Guaranty. Guarantor does hereby unconditionally and irrevocably guarantee to each Creditor Party, its successors and assigns, without offset or deduction, the prompt payment and performance when due, whether by acceleration or otherwise, of all obligations pursuant to the Modified Agreements expressly assumed by Assuming Party pursuant to the Consent Agreement and all obligations expressly undertaken by the Assuming Party pursuant to the Consent Agreement, this guaranty constituting a guaranty of payment and performance and not of collection. The obligations of the Assuming Party and the rights of each

Creditor Party hereunder are subject to the provisions set forth in the Modified Agreements with respect to the priority of payments by the Lessee (as defined in the Agreement) under the Modified Agreements. The obligations of the Assuming Party hereby guaranteed are hereinafter referred to individually as an "Obligation" and collectively as the "Obligations." Each reference to Assuming Party and Creditor Party herein shall be deemed to include its successors and assigns.

2. Guarantor's Obligations. In the event Assuming Party does not or is unable to pay or perform any Obligation in accordance with the terms of the Modified Agreements or the Consent Agreement for any reason (including, without limitation, the liquidation, dissolution, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or other similar proceedings affecting the status, existence, assets or obligations of, Assuming Party or the limitation of damages for the breach of the Modified Agreements or the Consent Agreement, or the disaffirmance of the Modified Agreements or the Consent Agreement, in any such proceedings), Guarantor hereby agrees that it will pay the sums, or amounts equal thereto, which Assuming Party is obligated to pay at the times specified in the Modified Agreements or the Consent Agreement, whether by acceleration or otherwise (it being intended that Guarantor shall pay to each Creditor Party, as a payment obligation directly due from Guarantor to such Creditor Party, amounts equal to all amounts due to such Creditor Party which Assuming Party shall fail faithfully and properly to pay when due under the Modified Agreements or the Consent Agreement, whether by acceleration or otherwise), or otherwise provide for and bring about promptly when due such payment or performance of such Obligation.

3. Obligations Absolute and Unconditional. The obligations of Guarantor under this Guaranty shall be absolute and unconditional and shall remain in full force and effect until Assuming Party or Guarantor shall have fully discharged the Obligations and shall not be released or discharged for any reason whatsoever, including, without limitation, the following: (a) the waiver by any Creditor Party, or its successors or assigns, of the performance or observance by Assuming Party of any Obligation contained in the Modified Agreements or the Consent Agreement, or any default thereunder, (b) the extension of time for payment by Assuming Party of any sums or any part thereof owing or payable under the Modified Agreements or the Consent Agreement, or of the time for performance by Assuming Party of any other obligation under or arising out of or on account of the Modified Agreements or the Consent Agreement, or the extension or renewal of the Modified

Agreements or the Consent Agreement, (c) any failure, omission or delay of any Creditor Party to enforce, assert or exercise any right, power or remedy conferred on such Creditor Party in the Modified Agreements or the Consent Agreement, or any action on the part of any Creditor Party granting extension or indulgence in any form, (d) any compromise, settlement, release, renewal, extension, indulgence, change in or waiver or modification of any Obligation or the release or discharge of Assuming Party from the performance or observance of any Obligation by operation of law, (e) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets and liabilities of, or the voluntary or involuntary receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or other similar proceeding affecting Assuming Party or the disaffirmance of the Modified Agreements or the Consent Agreement in any such proceeding, (f) any merger, consolidation or other reorganization to which Assuming Party, Guarantor or any affiliate is a party, or any sale or disposition, whether directly or indirectly, of any of Guarantor's or Assuming Party's assets (including, without limitation, any assignment permitted by Section 11 of the Consent Agreement without the consent of any Creditor Party (as defined therein)) or the termination of Guarantor's affiliation with Assuming Party or any permitted assignee, (g) to the extent permitted by applicable law, the invalidity of the Modified Agreements or the Consent Agreement, (h) the election by any Creditor Party, in any bankruptcy of any person, of the application or non-application of Section 1111(b)(2) of the United States Bankruptcy Code, (i) any extension of credit or the grant of any lien under Section 364 of the United States Bankruptcy Code, (j) any use of cash collateral under Section 363 of the United States Bankruptcy Code, or (k) any other circumstance which might otherwise constitute a legal or equitable defense or discharge of a guarantor. The obligations of Guarantor under this Guaranty shall not be subject to any defense of setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of the Obligations.

4. Waivers by Guarantor. Guarantor specifically agrees that it shall not be necessary or required in order to enforce its obligations hereunder that there be, and Guarantor specifically waives: notice of acceptance of this Guaranty or of the performance or nonperformance of the Modified Agreements or the Consent Agreement; demand for payment from Assuming Party; presentment for payment upon Assuming Party or the making of any protest; notice of the amount of the Obligations outstanding at any time; notice of nonpayment or failure to

perform on the part of Assuming Party; notice of, or the right to consent to, any amendment, modification or waiver of any term of the Modified Agreements or the Consent Agreement; notice of any assignment permitted by Section 11 of the Consent Agreement without the consent of any Creditor Party (as defined therein); and any other circumstance which might otherwise constitute a legal or equitable defense or discharge of a guarantor. Without limiting the generality of Section 1, Guarantor specifically agrees that it shall not be necessary or required, and that it shall not be entitled to require, that any Creditor Party file suit or proceed to obtain or assert a claim for personal judgment against Assuming Party for any Obligation or make any effort at collection of any Obligation from Assuming Party or foreclose against or seek to realize upon any security now or hereafter existing for the Obligations or file suit or proceed to obtain or assert a claim for personal judgment against any other party liable for any Obligation or make any effort at collection of any Obligation from any such other party or exercise or assert any other right or remedy to which it is or may be entitled in connection with the Obligations or claim against the assets of Assuming Party or other person liable for the Obligations, or any part thereof, before or as a condition of enforcing the liability of Guarantor under this Guaranty or requiring payment of said Obligations by Guarantor hereunder, or at any time thereafter, including without limitation the filing of claims with respect to any bankruptcy, insolvency or similar proceeding. Guarantor does hereby waive and relinquish, so far as it may lawfully and effectively do so, the benefit and advantage of any and all valuation, stay, appraisal, extension or redemption laws which, but for this provision, agreement and waiver, might be applicable to any sale made under any judgment, order or decree of any court or otherwise based on this Guaranty, the Modified Agreements or the Consent Agreement. Notwithstanding anything set forth in this Guaranty, Guarantor shall not be in default in respect of any obligation hereunder unless Guarantor shall have received written notice from any Creditor Party and shall have failed to pay or perform such obligation within five days after receipt of such notice; provided that no notice shall be required for any amount to be due by Guarantor or for Guarantor to be liable hereunder and no notice shall be required if the Guarantor is subject to any bankruptcy, insolvency or similar proceeding.

5. Subordination. All obligations, indebtedness and liabilities, present and future, of Assuming Party to Guarantor are hereby subordinated to the Obligations. Guarantor agrees that from and after the occurrence and during the continuance of an Event of Default as defined in the Agreement, Creditor Party shall be entitled to receive full payment of all

Obligations before payment of any obligations, liabilities or indebtedness of Assuming Party to Guarantor and to that effect agrees to receive and hold all amounts paid to Guarantor by or on behalf of Assuming Party in trust for Creditor Party and immediately to pay Creditor Party such amounts for application to the Obligations. Notwithstanding the foregoing provisions of this paragraph, Guarantor shall be entitled to receive, and shall not be required to hold for or pay to any Creditor Party, payments from Assuming Party due and made at any time unless an Event of Default under the Agreement (as modified by the Consent Agreement) shall have occurred and be continuing.

6. Extinguishment and Subrogation. Fulfillment by Assuming Party or Guarantor of any Obligation shall dispose of any claim hereunder with respect to, and to the extent of, such obligation; provided, however, that unless and until all obligations shall have been performed, Guarantor shall not claim or enforce any right of subrogation, reimbursement or indemnity against Assuming Party, or any other right or remedy which might otherwise arise on account of any payment made by Guarantor or action with this Guaranty. Notwithstanding the foregoing, if any payment of an Obligation shall at any time be repaid by the recipient thereof in compliance with an order of a court having jurisdiction over any bankruptcy or insolvency proceedings relating to Assuming Party the amount so repaid shall be deemed not to have been paid and to be outstanding, and the obligation of Guarantor hereunder to satisfy such Obligation shall remain in full force and effect.

7. Condition of Assuming Party. Guarantor represents and warrants to each Creditor Party that Guarantor has established adequate means of obtaining from Assuming Party, on a continuing basis, financial and other information pertaining to, and Guarantor now is and hereafter will be completely familiar with, the business, operations and condition (financial and otherwise) of Assuming Party and its properties. Guarantor waives and relinquishes any duty or alleged duty on the part of any Creditor Party to disclose to Guarantor any matter, fact or thing related to the business, operations or condition (financial or otherwise) of Assuming Party and its properties whether now known or hereafter known by any Creditor Party. No Creditor Party need inquire into the powers of Assuming Party or its officers or employees acting or purporting to act on its behalf, and all Obligations made or created in good faith reliance upon the professed exercise of such powers shall be secured by this Guaranty.

8. Third Parties. This Guaranty shall not be deemed to create any right in any person except as provided herein nor be construed in any respect to be a contract in whole or in

part for the benefit of any other person except each Creditor Party and its successors and assigns.

9. Guarantor's Representations and Warranties.

Guarantor represents and warrants to each Creditor Party that on and as of the date hereof:

(a) Due Incorporation, Qualification, etc.

Guarantor (i) is a corporation duly organized, validly existing and in good standing under the laws of the State of New York; (ii) has the power and authority to own, lease and operate its properties and carry on its business as now conducted; and (iii) is duly qualified, licensed to do business and in good standing as a foreign corporation in each jurisdiction where the failure to be so qualified or licensed would have a material adverse effect on the operations or condition (financial or otherwise) of Guarantor and its subsidiaries taken as a whole or on the performance by the Guarantor of its obligations hereunder.

(b) Authority. The execution, delivery and performance by Guarantor of this Guaranty and the performance of the obligations contemplated hereby (i) are within the corporate power of Guarantor; and (ii) have been duly authorized by all necessary corporate actions on the part of Guarantor.

(c) Enforceability. This Guaranty has been duly executed and delivered by Guarantor and constitutes a valid and binding obligation of Guarantor, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws or equitable principles relating to or affecting the enforcement of creditors' rights generally.

(d) Non-Contravention. The execution and delivery of this Guaranty and the performance of the obligations contemplated hereby do not (i) violate any provision of the certificate of incorporation or bylaws of Guarantor; (ii) violate any provision of any law, governmental rule, regulation, order, arbitration award, judgment or decree of any court or other agency of government binding on Guarantor or its properties; or (iii) violate any provision of any obligation or create any lien under any indenture, mortgage, lien, lease, agreement, license, instrument or guarantee to which Guarantor is a party or to which its properties are bound.

(e) Approvals. No consent, approval, order or authorization of, or registration, declaration or filing with, any governmental authority or other person (including, without limitation, the shareholders of any person) is required in connection with the execution and delivery of this Guaranty and the performance and consummation of the transactions contemplated hereby, except such consents, approvals, orders, authorizations, registrations, declarations and filings that are so required and which have been obtained and are in full force and effect.

(f) Litigation. No litigation (including, without limitation, derivative actions), arbitration proceeding or governmental proceeding is pending or threatened against Guarantor which would restrain, enjoin, prohibit or in any way impair the Guaranty, or would, if adversely determined, materially and adversely affect the financial condition or continued operations of Guarantor.

10. Assignability. Subject to the provisions of the Modified Agreements and the Consent Agreement, each Creditor Party and its successors and assigns may assign any or all of its rights and obligations hereunder or any interest herein to any person without the consent of Guarantor; such Creditor Party shall provide notice of any such assignment to Guarantor within five (5) business days of such assignment, but the failure to give such notice shall not affect the validity of such assignment; provided, however, that Guarantor shall be entitled to continue to make payment hereunder to such Creditor Party until Guarantor receives notice of such assignment and provided further however, that no such notice is required for the assignment and grant of a security interest, effective as of the date hereof, by Security Pacific Equipment Leasing Inc., as lessor, to Security Benefit Group Inc., as agent for the lenders, of certain rights hereunder pursuant to the assignment of guaranty and the amendments of the security agreement, contemplated by the Consent Agreement. The assignee of such assignment shall have the rights hereunder of such assignor. Guarantor may not assign any of its right or obligations hereunder or any interest herein without the prior written consent of each Creditor Party and any purported assignment by Guarantor shall be void and of no force or effect. This Guaranty shall be binding upon the parties hereto and their respective successors and assigns, and shall inure to the benefit of the parties hereto and the respective successors and assigns of each Creditor Party.

11. Notices. Except as otherwise provided herein, all notices, requests, demands or other communications to or upon the parties hereto shall be addressed to the parties at the respective addresses indicated below or at such other address as any party hereto may designate by written notice to each other party:

Creditor Parties: SECURITY PACIFIC EQUIPMENT LEASING, INC.
Embarcadero Center #4, Suite 1200
San Francisco, CA 94111
Attention: Contracts Administration - LEV
Telephone: (415) 765-7312
Telecopier: (415) 765-7343

SECURITY BENEFIT LIFE INSURANCE COMPANY
700 Harrison
Topeka, Kansas 66636-0001
Attention: Gus Sexton - Portfolio Manager
Telephone: (913) 295-3000
Telecopier: (913) 295-3099

SECURITY BENEFIT GROUP, INC.
700 Harrison
Topeka, Kansas 66636-0001
Attention: Tom Cochrane
Telephone: (913) 295-3080
Telecopier: (913) 295-3080

LIBERTY LIFE INSURANCE COMPANY
c/o Douglas W. Kroske, President
Liberty Capital Advisors, Inc.
P.O. Box 789
Greenville, South Carolina 29602

Telephone: (803) 268-8303
Telecopier: (803) 292-4097

Guarantor: GENERAL ELECTRIC CAPITAL CORPORATION
260 Long Ridge Road
Stamford, CT 06927
Attention:
Telephone: (203) 357-4000
Telecopier: (203) 357-6791

12. Fees and Expenses. Guarantor shall be liable for all reasonable legal fees and other costs and expenses incurred by reason of the enforcement by any Creditor Party of its rights hereunder.

13. Interpretation. Headings in this Guaranty are for convenience of reference only and are not part of the substance thereof. References in this Guaranty to "Recitals," "Paragraphs" and "Subparagraphs" are to recitals, paragraphs and subparagraphs herein unless otherwise indicated. All terms defined in this Guaranty in the singular form shall have comparable meanings when used in the plural form and vice versa.

14. Governing Law. THIS GUARANTY SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW RULES.

15. No Jury Trial. GUARANTOR WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS INSTRUMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

IN WITNESS WHEREOF, this Guaranty has been executed by Guarantor as of the date first above written.

GENERAL ELECTRIC CAPITAL
CORPORATION

By: _____
Name:
Title:

[On the letterhead of Donelan, Cleary, Wood & Maser, P.C.]

May __, 1992

Gentlemen:

At the request of IteI Rail Corporation ("IteI") we direct this opinion to you regarding, among other matters, the effect, if any, on the notice and enforceability provided for under 49 U.S.C. § 11303(a) as to:

(1) that certain Master Equipment Lease, dated as of April 1, 1985, between Security Pacific Financial Leasing, Inc., as Lessor, and Signal Capital Corporation, acting through its Pullman Leasing Company division ("Signal"), as Lessee, recorded with the Interstate Commerce Commission ("ICC") on April 30, 1985 under Recordation No. 14636 ("Lease"),

(2) that certain Assignment of Lease and Agreement, dated as of April 1, 1985, between Security Pacific Financial Leasing, Inc., Assignor, and Security Benefit Trust Company, not in its individual capacity but solely as agent ("Agent"), Assignee, recorded with the ICC on April 30, 1985 under Recordation No. 14636-A ("Lease Assignment"),

(3) that certain Security Agreement, dated as of April 1, 1985, from Security Pacific Financing Leasing, Inc., Debtor, to Security Benefit Trust Company, not in its individual capacity but solely as Agent, Secured Party,

1 recorded with the ICC on April 30, 1985 under Recordation No. 14637 (the
2 "Security Agreement"),

3 resulting from recording with the ICC under 49 U.S.C. § 11303(a) a Consent,
4 Waiver, Amendment, Assignment and Assumption, dated as of the date hereof,
5 by and among Security Pacific Equipment Leasing, Inc., as Lessor, Security
6 Benefit Group, Inc., as Agent, Liberty Life Insurance Company and Security
7 Benefit Life Insurance Company, as Lenders, Itel as Debtor Party, and G.E. (as
8 defined below), as Assuming Party (the "Instrument") pursuant to which,
9 among other things, (a) the Lease, the Lease Assignment and the Security
10 Agreement are amended and (b) Itel, as successor to Signal, assigns to GE
11 Capital Railcar Associates, Inc. ("GE") Itel's right, title and interest as Lessee
12 in, to and under the aforesaid Lease. We have reviewed the Instrument and
13 understand that the original lessor has assigned its interest in the transaction as
14 lessor to Security Pacific Equipment Leasing, Inc. and that the original agent
15 has assigned its interest in the transaction as agent to Security Benefit Group,
16 Inc.

17 For the purpose of this opinion we assume that the Instrument, as
18 between the parties thereto, as among the parties to the Lease, the Lease
19 Assignment, and the Security Agreement, and as to the provisions in the Lease,
20 the Lease Assignment, and the Security Agreement, is lawful and permitted.

21 Based upon the foregoing, we are of the opinion that:

22 1. The Lease, the Lease Assignment and the Security Agreement
23 identified above respectively under Recordation Nos. 14636, 14636-A, and
24 14637 have been and are filed and recorded under the provisions of 49 U.S.C. §
25 11303(a) and the regulations promulgated thereunder.

1 2. Under the provisions of 49 U.S.C. § 11303(a) a document when
2 filed thereunder “. . . is notice to, and enforceable against, all persons” and
3 further “(a) document filed under this section does not have to be filed,
4 deposited, registered or recorded under another law of the United States, a State
5 (or its political subdivisions), or territory or possession of the United States,
6 related to filing, deposit, registration, or recordation of those documents.”

7 3. Under present law and regulations, no re-recording, re-filing or re-
8 registering of documents recorded with the ICC under 49 U.S.C. § 11303(a) is
9 necessary to continue the notice and enforceability provided thereunder.

10 4. Under the provisions of 49 U.S.C. § 11303(a) “[a]n assignment of
11 a right or interest under [a recorded document] and an amendment [thereto] . . .
12 may also be filed with the Commission [ICC].”

13 5. The Instrument is in appropriate form for filing and recording with
14 the ICC and may be filed and recorded with the ICC under the provisions of 49
15 U.S.C. § 11303(a) and under the provisions of that section, once filed will be “.
16 . . notice to, and enforceable against, all persons.”

17 6. The act of filing and recording the Instrument with the ICC under
18 the provisions of 49 U.S.C. § 11303(a) neither releases or terminates, the Lease,
19 the Lease Assignment, or the Security Agreement, nor diminishes or reduces the
20 security and/or collateral thereunder.

21 7. No filing or recording with the ICC under the provisions of 49
22 U.S.C. § 11303(a) is mandatory as the provision for the filing of recordable
23 documents states such documents “. . . may be filed with the [ICC].”

EXHIBIT D-2

1
2
3
4 [On the letterhead of Donelan, Cleary, Wood & Maser, P.C.]
5
6

7 May __, 1992
8

9 Gentlemen:

10 At the request of IteI Rail Corporation we direct this opinion to you
11 regarding your question as to the impact, if any, on that certain Security
12 Agreement ("Security Agreement") dated as of April 1, 1985 from Security
13 Pacific Financial Leasing, Inc., Debtor ("Financial"), to Security Benefit Trust
14 Company, not in its individual capacity but solely as Agent, Secured Party,
15 recorded with the Interstate Commerce Commission ("ICC") on April 30, 1985
16 under the provision of 49 U.S.C. § 11303(a), assigned Recordation No. 14637,
17 in the event there exists a debt document of Security Pacific Equipment
18 Leasing, Inc. ("Equipment") containing a provision encumbering all railroad
19 cars, locomotives or other rolling stock now owned and hereafter acquired by
20 Equipment, ("Hereafter Document") recorded with the Interstate Commerce
21 Commission ("ICC") under the provisions of 49 U.S.C. § 11303 prior to the
22 merger by Financial into Equipment whereby Equipment acquired all right, title
23 and interest in and to the railroad cars, locomotives or other rolling stock of
24 Financial at the date of the merger which we assume for this opinion was no
25 earlier than December 31, 1986.

26 Based upon the foregoing, we are of the opinion that:

27 1. From the time of recording with the ICC until released both the
28 Hereafter Document and the Security Agreement are notice to, and enforceable
29 against, all persons.

EXHIBIT E

ASSIGNMENT OF GUARANTY

This Assignment of Guaranty dated as of _____, 1992 (the "Assignment") is by and between Security Pacific Equipment Leasing, Inc., successor to Security Pacific Financial Leasing, Inc. (the "Assignor"), and Security Benefit Group, Inc., successor to Security Benefit Trust Company, not in its individual capacity but solely as agent pursuant to the Agency Agreement as defined below (herein the "Assignee") .

WHEREAS, Assignor, Itel Rail Corporation, as successor to Signal Capital Corporation, acting through its Pullman Leasing Company division (the "Lessee") and the Lenders (as defined below) are parties to that certain Participation Agreement dated as of April 1, 1985 (as amended through the date hereof, the "Participation Agreement").

WHEREAS Assignee, Security Benefit Life Insurance Company for itself and as successor to The First Pyramid Life Insurance Company of America and Liberty Life Insurance Company (collectively, the "Lenders") are parties to that certain Agency Agreement dated as of April 1, 1985 (as amended through the date hereof, the "Agency Agreement").

WHEREAS, Assignee and Assignor are parties to that certain Security Agreement dated as of April 1, 1985 (as amended through the date hereof, the "Security Agreement").

WHEREAS, Assignor, Assignee, the Lenders, Lessee and GE Capital Railcar Associates, Inc. (the "Assuming Party") have entered into that certain Consent, Waiver, Amendment, Assignment and Assumption (the "Instrument") dated as of the date hereof, by which, among other things, the parties thereto have consented to Lessee's assigning its rights under, in and to that certain Master Lease among Assignor and Lessee dated as of April 1, 1985 as amended through the date hereof, to Assuming Party, as more fully provided in the Instrument.

WHEREAS, in order to provide additional security for the obligations of the Assignor under the Participation Agreement, the Security Agreement, the Instrument, this Assignment, the Assignment of Lease and Agreement, dated as of April 1, 1985, and the Promissory Notes issued pursuant to the Participation Agreement and as an inducement to the Assignee, as agent for the Lenders, and to the Lenders to enter into the Instrument, the Assignor has agreed to assign to Assignee, as agent for the Lenders, for security purposes, certain of its rights in, to and under that certain guaranty extended by General Electric Capital Corporation

("Guarantor") dated as of the date hereof, as provided herein (the "GECC Guaranty").

NOW THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto agree as follows:

1. Except as provided in Section 1.5 of the Security Agreement with respect to the Excepted Rights in Collateral more particularly described therein, the Assignor hereby assigns, transfers and sets over unto the Assignee, its successors and assigns, as collateral security for the payment and performance of the Assignor's obligations running in favor of the Assignee or any Lender under the Participation Agreement, the Promissory Notes issued pursuant thereto, the Instrument, this Assignment, the Assignment of Lease and Agreement, dated as of April 1, 1985 and the Security Agreement, all of the Assignor's right, title and interest in, to and under the GECC Guaranty, along with all rights, powers, privileges and other benefits inuring to the Assignor under the GECC Guaranty and all proceeds of the foregoing.

2. The Assignee agrees to accept any payments assigned hereby made by the Guarantor pursuant to the Guaranty. To the extent received on behalf of Assignor, the Assignee will apply such payments under the Guaranty, or cause the same to be applied, as the Participation Agreement and the Security Agreement provide with respect to payments made pursuant to the Lease.

3. This Assignment is executed only as security and, therefore, the execution and delivery of this Assignment shall not subject the Assignee to, or transfer or pass, or in any way affect or modify, any liability of the Assignor under the Lease or the Guaranty, it being understood and agreed that notwithstanding this Assignment, all obligations of the Assignor to the Lessee and/or Assuming Party shall be and remain enforceable by the Lessee and/or Assuming Party, their permitted successors and assigns, against, and only against, the Assignor or persons other than the Assignee.

4. Upon the full discharge and satisfaction of all of the Assignor's obligations under the Participation Agreement to the Assignee and under the Security Agreement, the Instrument, this Assignment, the Assignment of Lease and Agreement, dated as of April 1, 1985, and the Promissory Notes issued to the Lenders pursuant to the Participation Agreement, this Assignment and all rights, powers, privileges and other benefits herein assigned and granted to the Assignee shall terminate, and all estate, right, title and interest of the Assignee in, to and under the Guaranty shall revert to and vest in the Assignor.

5. This Assignment shall be construed under and governed by the laws of the State of Illinois, without regard to principles of conflict of laws. The terms defined in the Participation

Agreement, in the Security Agreement, in the Agency Agreement and in the Lease shall, for the purpose of this Assignment, have the meanings herein as so defined therein.

6. The Guarantor, by its acknowledgment of this Assignment, agrees to make all payments to the Assignor under the Guaranty to the Assignee except with respect to Excepted Rights in Collateral.

7. The provisions of Sections 4 and 6 of the Agency Agreement are hereby incorporated by reference herein and made a part hereof as if such provisions were set forth herein in full.

8. The Assignee hereby acknowledges, consents to, agrees to be bound by, and agrees to comply in all respects with, the terms and provisions of Section 6 of the Participation Agreement.

9. Whenever any party or entity is referred to, such reference shall be deemed to include the successors and assigns of such party or entity.

10. Unless the context shall otherwise require, all agreements or instruments defined herein shall mean such agreements or instruments as the same may from time to time be supplemented or amended or the terms thereof waived or modified to the extent permitted by, and in accordance with, the terms thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

SECURITY PACIFIC EQUIPMENT LEASING,
INC.

(SEAL)

By _____
Name and Title:

Attest: _____
Name and Title:

SECURITY BENEFIT GROUP, INC., as
Agent

(SEAL)

By: _____
Name and Title:

Attest: _____
Name and Title:

ACKNOWLEDGED AND AGREED TO:

**GENERAL ELECTRIC CAPITAL
CORPORATION**

By _____
Name and Title:

(SEAL)

Attest: _____
Name and Title:

GENERAL ELECTRIC CAPITAL CORPORATION
CERTIFICATE OF ATTESTING SECRETARY OF COMPANY

I, _____, do hereby certify that I am an Attesting Secretary of General Electric Capital Corporation (formerly known as General Electric Credit Corporation), a New York corporation (the "Corporation"), and as such am authorized to execute and deliver this Certificate on behalf of the Corporation, and do further certify as follows:

1. Attached hereto is a true copy of a resolution duly passed at a meeting of the Board of Directors of the Corporation held on March 10, 1975, a quorum being present and such resolution has not been rescinded or amended to date.

2. The following person is on this date, and has been since _____, _____, the duly elected, qualified and acting officer of the Corporation, holding the office set forth opposite his name. Also set forth opposite his name is a genuine specimen of his signature.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____

IN WITNESS WHEREOF, I have executed this Certificate on this _____ day of _____, _____.

[Name]
Attesting Secretary

Exhibit A

**GENERAL ELECTRIC CREDIT CORPORATION
RESOLUTION ADOPTED BY
THE BOARD OF DIRECTORS
ON MARCH 10, 1975**

RESOLVED, that any contract, lease, license, assignment, bond or other obligation, conveyance, power of attorney, proxy, court pleading, release, tax return and related documents, or other instrument may be executed on behalf of this Corporation by the Chairman of the Board, the Vice Chairman of the Board, the President, a Vice President, the Treasurer or the Comptroller.

EXHIBIT G

CERTIFICATE OF TRANSFEREE

As the Transferee referred to in the Participation Agreement, dated as of April 1, 1985, originally among Security Pacific Financial Leasing, Inc. (the "Lessor"), Signal Capital Corporation, acting through its Pullman Leasing Company division (the "Lessee"), and Security Benefit Life Insurance Company, The First Pyramid Life Insurance Company of America and Liberty Life Insurance Company (the "Lenders"), the Transferee hereby represents, warrants, agrees and covenants to the successors of such Lenders as follows (except as set forth herein, the terms used in this Certificate shall have the same meaning as set forth in the Participation Agreement, as amended by the Consent, Waiver, Amendment, Assignment and Assumption (the "Consent"), dated as of _____, 1992 among the successors to the Lessor, Lessee, Lenders and Security Benefit Group, Inc. (the "Agent") and GE Capital Railcar Associates, Inc.):

(a) The Transferee is a corporation duly organized and existing in good standing under the laws of the State of Delaware, is successor through merger to Lessor's interests by operation of law and has full power and authority to enter into and perform the Transferee's obligations under this Certificate of Transferee and under the Operative Agreements and the Consent (collectively, the "Documents").

(b) The Documents constitute legal, valid, and binding agreements and obligations of the Transferee, enforceable in

accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally or by legal or equitable doctrines which may limit the availability of any specific remedy under specific circumstances.

(c) The performance by the Transferee of the Documents will not contravene the provisions of the Transferee's Articles or Certificate of Incorporation and By-Laws, do not and will not contravene any law or governmental rule, regulation, judgment, or order applicable to the Transferee, do not and will not contravene any provisions of, or constitute a default under, any indenture, mortgage, contract, or other instrument to which the Transferee is a party or by which the Transferee is bound, or require the consent or approval of, the giving of notice to, the registration with, or the taking of any other action in respect of, or by, any Federal, state, or other governmental authority or agency, except such as have been duly obtained, given or accomplished.

(d) The performance by the Transferee of its obligations under the Documents will not subject the Collateral to any lien, charge, or encumbrance (other than the liens and security interests provided or permitted in the Participation Agreement, the Security Agreement, the Assignment of Lease and Agreement and the Assignment of Guaranty) under any indenture, mortgage, contract, or other instrument to which the Transferee is a party or by which the Transferee is bound.

(e) In consideration of the Lenders' having paid a portion of the Total Invoice Cost of the Equipment pursuant to the Participation Agreement, the Transferee hereby (i) acknowledges the first security interest of the Agent in the Collateral described in the Security Agreement excluding for all purposes herein Excepted Rights in Collateral, (ii) waives any objection to the validity or enforceability of the Participation Agreement or the Security Agreement, (iii) agrees that its right, title, and interest (including security interests) in and to the Equipment, the Lease and any other Collateral is and shall be expressly subject and subordinate to the right, title and interest of the Agent therein, (iv) grants to the Agent a security interest in all of the Transferee's rights in the Collateral, (v) agrees that upon the occurrence of an event of default under Section 5.1 of the Security Agreement, the Agent may exercise and enforce the rights and remedies set forth therein against the right, title and interest of the Transferee in and to such Collateral, (vi) agrees that the Transferee has not sold and shall not sell, assign, convey, transfer, exchange, create a security interest in or otherwise dispose of any of the Equipment or take any other action with respect thereto except in accordance with the terms of the Participation Agreement and Security Agreement, (vii) agrees that it will not amend, waive, discharge or terminate any term or provision of the Lease or the GECC Guaranty, or give any consent thereunder, without the prior written consent of the Agent and each Lender, (viii) agrees to enforce all of its rights under the Lease

and the GECC Guaranty, upon the request of the Agent, except with respect to Excepted Rights in Collateral as to which Transferee may enforce independently, (ix) agrees that it will not take any action to disturb the quiet use, possession and enjoyment of the Equipment by the Lessee under the Lease and by any other lessee or sublessee thereof not in default under its lease obligations under any lease or sublease permitted by the Lease, (x) agrees that it will not do any act or thing which would cause a breach or default by the Lessor under any lease or sublease permitted by the Lease, and (xi) agrees that upon request of the Agent or any Lender, it will promptly execute and deliver any and all such further instruments and documents as the Agent or such Lender may deem desirable to better assure and confirm to the Agent or such Lender the benefits, powers, and remedies of this Certificate.

(f) The merger of Transferee with Lessor occurred on December 31, 1986 as set forth in the Certificate of Ownership and Merger attached as Exhibit A hereto.

(g) The chief executive office of the Transferee is located in the State of California, and the records of the Transferee relating to this transaction are located in the State of California. The Transferee shall notify the Agent and each Lender and execute and deliver additional financing statements requested by the Agent should either such location change.

(h) The following persons are duly elected (or appointed), qualified, and acting officers of the Transferee, holding the offices in the Transferee indicated opposite their respective

names, and the signatures appearing opposite their respective names are the genuine signatures of such persons, respectively.

Name

Offices

Signature

_____	_____	_____
_____	_____	_____
_____	_____	_____

[NAME OF TRANSFEREE]

By _____

Title _____

I, _____, an _____ of
the Transferee, DO HEREBY CERTIFY that the individual executing the
foregoing Certificate of Transferee holds the office in the
Transferee indicated below his name and that the signature of such
officer appearing above is the genuine signature of such officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name this ___
day of _____, 19__.

(Signature of Officer)

(Title)

Exhibit A

**CERTIFICATE OF OWNERSHIP AND MERGER
MERGING
SECURITY PACIFIC COMMERCIAL LEASING, INC.
AND
SECURITY PACIFIC FINANCIAL LEASING, INC.
INTO
SECURITY PACIFIC EQUIPMENT LEASING, INC.**

**SECURITY PACIFIC EQUIPMENT LEASING, INC., a corporation
organized and existing under the laws of the State of Delaware,**

DOES HEREBY CERTIFY:

FIRST: That this Corporation was incorporated on the 11th day of August, 1975, pursuant to the General Corporation Law of the State of Delaware, the provisions of which permit the merger of subsidiary corporations organized and existing under the laws of said State into a parent corporation organized and existing under the laws of said State.

SECOND: That this Corporation owns one hundred percent (100%) of the outstanding shares of the no par common Capital Stock of Security Pacific Commercial Leasing, Inc., a corporation incorporated on the 6th day of January, 1975, pursuant to the General Corporation Law of the State of Delaware, and having no class of stock outstanding other than said Capital Stock.

THIRD: That this Corporation owns one hundred percent (100%) of the no par common Capital Stock of Security Pacific Financial Leasing, Inc., a corporation incorporated on the 27th day of September, 1974, pursuant to the General Corporation Law of the State of Delaware, and having no class of stock outstanding other than said Capital Stock.

FOURTH: That this Corporation, by the following resolutions of its Board of Directors, duly adopted by the unanimous written consent of the members thereof, filed with the minutes of the Board, pursuant to Section 141(f) of the Delaware General Corporation Law on December 15th, 1986, determined to, and effective upon the filing of Secretary of the State of Delaware does, merge both said subsidiary Corporations into said Security Pacific Equipment Leasing, Inc.:

WHEREAS, this Corporation is the legal and beneficial owner of one hundred percent (100%) of the outstanding shares of no par common Capital Stock ("Commercial Leasing Stock"), of Security Pacific Commercial Leasing, Inc., a Delaware corporation; and

WHEREAS, said Commercial Leasing Stock is the only issued and outstanding class of stock of Security Pacific Commercial Leasing, Inc., and

WHEREAS, this Corporation desires to merge into itself Security Pacific Commercial Leasing, Inc., pursuant to the provisions of Section 253 of the Delaware General Corporation Law; and

WHEREAS, this Corporation is the legal and beneficial owner of one hundred percent (100%) of the outstanding shares of no par common Capital Stock ("Financial Leasing Stock"), of Security Pacific Financial Leasing, Inc., a Delaware corporation; and

WHEREAS, said Financial Leasing Stock is the only issued and outstanding class of stock of Security Pacific Financial Leasing, Inc., and

WHEREAS, this Corporation desires to merge into itself Security Pacific Financial Leasing, Inc., pursuant to the provisions of Section 251 of the Delaware General Corporation Law;

NOW, THEREFORE, BE IT

RESOLVED, that effective upon the filing of an appropriate Certificate of Ownership and Merger on December 31, 1986, embodying these resolutions with the Secretary of State of Delaware this Corporation merge with and it hereby does merge both Security Pacific Commercial Leasing, Inc., and Security Pacific Financial Leasing, Inc., into Security Pacific Equipment Leasing, Inc., which thereupon assumes all of the obligations and thereupon acquires all of the assets of both said subsidiary Corporations; and

RESOLVED, that the President or any Vice President of this Corporation be and each hereby is authorized to make and execute, and the Secretary or any Assistant Secretary be and each hereby is authorized to attest, a Certificate of Ownership and Merger setting forth a copy of these resolutions providing for the merger of this Corporation into Security Pacific Equipment Leasing, Inc., and the date of adoption hereof, and to cause the same to be filed with the Secretary of State of Delaware on December 31, 1986 and to cause a certified copy to be recorded in the Office of the Recorder of Deeds of New Castle County and to do all acts and things, whatsoever, whether within or without the State of Delaware, which may be in any way necessary or appropriate to effect said merger.

FIFTH: This Certificate of Ownership and Merger has been unanimously approved by the Board of Directors of Security Pacific Equipment Leasing, Inc., at a meeting duly called and held on December 15, 1986, pursuant to a waiver of notice under the provisions of Section 229 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said SECURITY PACIFIC EQUIPMENT LEASING, INC., has caused this Certificate to be signed by Normal L. Chapman, its President, and attested by Marc L. Marker, its Secretary, this 31st day of December, 1986.

SECURITY PACIFIC EQUIPMENT
LEASING, INC.

By: Normal L. Chapman
President

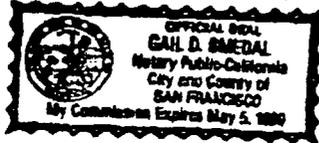
ATTEST:

By: Marc L. Marker
Secretary

STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO)

On this 31st day of December in the year one thousand nine hundred and eighty-six, before me, Gail D. Smedal, a Notary Public, State of California, duly commissioned and sworn, personally appeared Norman L. Chapman known to me to be the President of the corporation described in and that executed the attached Certificate of Ownership and Merger on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the State of California, County of San Francisco the day and year in this certificate first above written.



Gail D. Smedal
Notary Public, State of California

This FINANCING STATEMENT is presented for filing and will remain effective, with certain exceptions, for five years from the date of filing, pursuant to Section 9403 of the California Uniform Commercial Code.

1. DEBTOR (LAST NAME FIRST—IF AN INDIVIDUAL) Security Pacific Equipment Leasing, Inc.		1A. SOCIAL SECURITY OR FEDERAL TAX ID NO.
1B. MAILING ADDRESS Embarcadero Center #4, Suite 1200		1C. CITY, STATE San Francisco, CA
		1D. ZIP CODE 94111
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST—IF AN INDIVIDUAL)		2A. SOCIAL SECURITY OR FEDERAL TAX ID NO.
2B. MAILING ADDRESS		2C. CITY, STATE
		2D. ZIP CODE
3. DEBTOR'S TRADE NAMES OR STYLES (IF ANY)		3A. FEDERAL TAX NUMBER
4. SECURED PARTY NAME Security Benefit Group, Inc., as Agent MAILING ADDRESS 700 Harrison CITY Topeka STATE Kansas ZIP CODE 66636		4A. SOCIAL SECURITY NO., FEDERAL TAX NO., OR DATA TRANSIT AND A.S.A. NO. 48-0774434
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE		5A. SOCIAL SECURITY NO., FEDERAL TAX NO., OR DATA TRANSIT AND A.S.A. NO.

6. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4).

Debtor's right, title and interest in, to and under that certain Guaranty, dated as of _____, 1992, executed by General Electric Capital Corporation, in favor of Debtor, Secured Party, Liberty Life Insurance Company and Security Benefit Life Insurance Company relating to the obligations of GE Capital Railcar Associates, Inc. under a lease and related agreements and proceeds thereof, except for certain excepted rights.

7. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	7A. <input type="checkbox"/> PRODUCTS OF COLLATERAL ARE ALSO COVERED	7B. DEBTOR(S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5(B) ITEM: <input type="checkbox"/> (1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4)
--	--	---

8. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	<input type="checkbox"/> DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC § 9103 (1) (B)
--	---

9. SIGNATURE(S) OF DEBTOR(S)	10. THIS SPACE FOR USE OF FILING OFFICE (DATE, TIME, FILE NUMBER AND FILING OFFICER)
TYPE OR PRINT NAME(S) OF DEBTOR(S)	
SIGNATURE(S) OF SECURED PARTY(IES)	
TYPE OR PRINT NAME(S) OF SECURED PARTY(IES)	
11. Return copy to:	
NAME [Security Benefit Group, Inc., as Agent] ADDRESS 700 Harrison CITY Topeka, Kansas 66636 STATE Attn: Tom Cochrane ZIP CODE	

Schedule A
List of Related Agreements

Participation Agreement, dated as of April 1, 1985
Security Agreement, dated as of April 1, 1985
Assignment of Lease and Agreement, dated as of April 1, 1985
Agency Agreement, dated as of April 1, 1985
Tax Indemnity Agreement, dated as of April 1, 1985
Letter, dated as of April 30, 1985, from Edward Whalen, Vice
President and General Manager Pullman Leasing Company for Signal
Capital Corporation to Security Benefit Trust Company, as Agent,
among others, concerning certain expenses.

Schedule B
Address and Method of Payment

- (1) If to Security Benefit Life Insurance Company, by crediting (in the form of federal funds wire transfer) ABA 101100155 Security Benefit Life Insurance Company, account number 16-332-5 with Bank IV Topeka, One Townsite Plaza, Topeka, Kansas 66603, Attention: Ms. Jane Bowen (telephone advice 913-295-3131), together with information sufficient to identify the agent, the notes held by Security Benefit Life Insurance Company, and the obligation giving rise to such payment;
- (2) If to Liberty Life Insurance Company, by crediting (in the form of federal funds bank wire transfer) the account of Liberty Life Insurance Company, number 54-0019148 with South Carolina National Bank, Greenville, South Carolina, Attention: Liberty Life Cashier's Department (telephone advice 803-268-8235), together with information sufficient to identify the agent, the notes held by Liberty Life Insurance Company, and the obligation giving rise to such payment; and
- (3) If to Security Pacific Equipment Leasing, Inc., by crediting (in the form of federal funds bank wire transfer) the account of Security Pacific Equipment Leasing, Inc., number 001-021736 with Security Pacific National Bank, 333 South Hope Street, Los Angeles, California 90071, Attention: Richard Walter (telephone advice 415-445-4478), together with information sufficient to identify the agent, Security Pacific Equipment Leasing, Inc., and the obligation giving rise to such payment.