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January 23, 1996

RECORDATION NO. 18409-E FILED 1425
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INTERSTATE COMMERCE COMMISSION

Louis E. Gitomer
Direct Dial: (202)466-6532

Counterparts Office

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Secretary Williams:

I have enclosed two certified copies of the three documents described below, to be recorded pursuant to 49 U.S.C. § 11301.

I. The first document is Amendment No. 1 to Equipment Lease Agreement (GATX Trust No. 93-A), a secondary document, dated as of March 1, 1994. The primary document to which this document is connected is recorded under Recordation No. 18407. We request that this document be recorded under Recordation No. 18407-E.

The names and addresses of the parties to Amendment No. 1 to Equipment Lease Agreement (GATX Trust No. 93-A) are as follows:

Lessor:

Wilmington Trust Company
1100 North Market Street
Rodney Square North
Wilmington, DE 19890

Lessee:

GATX Capital Corporation
Suite 2200
Four Embarcadero Center
San Francisco, CA 94111

A description of the equipment covered by the document consists of 100 Maxi-Stack II 1/2 articulated 125-ton double stack container cars numbered SFLC 254200-254299, inclusive, and 59 five platform Maxi-Stack IBC container stack cars numbered SFFL 254300-254358, inclusive.

II. The second document is Amendment No. 1 to Equipment Lease Agreement (GATX Trust No. 93-B), a secondary document, dated as of March 1, 1994. The primary document to which this document is connected is recorded under Recordation No. 18408. We request that this document be recorded under Recordation No. 18408-E.

The names and addresses of the parties to Amendment No. 1 to Equipment Lease Agreement (GATX Trust No. 93-B) are as follows:

Lessor:

Wilmington Trust Company
1100 North Market Street
Rodney Square North
Wilmington, DE 19890

Lessee:

GATX Capital Corporation
Suite 2200
Four Embarcadero Center
San Francisco, CA 94111

A description of the equipment covered by the document consists of 40 Maxi-Stack III five unit articulated well-type container cars numbered SP 513390-513429, inclusive, 75 Maxi-Stack III five unit articulated well-type double stack container cars numbered SP 513430-513504, inclusive, and 12 Maxi-Stack III five unit articulated double stack container cars numbered CHTT 2004-2015, inclusive.

III. The third document is Amendment No. 1 to Equipment Lease Agreement (GATX Trust No. 93-C), a secondary document, dated as of March 1, 1994. The primary document to which this document is connected is recorded under Recordation No. 18409. We request that this document be recorded under Recordation No. 18409-E.

The names and addresses of the parties to Amendment No. 1 to Equipment Lease Agreement (GATX Trust No. 93-C) are as follows:

Lessor:

Wilmington Trust Company
1100 North Market Street
Rodney Square North
Wilmington, DE 19890

Lessee:

GATX Capital Corporation
Suite 2200
Four Embarcadero Center
San Francisco, CA 94111

A description of the equipment covered by the document consists of 157 100-ton solid bottom composite woodchip gondola cars numbered GPSX 4300-4302, 4304-4312, 4314-4405, and 4407-4459, all inclusive, 100 100-ton BethGon all steel high side gondola coalporter cars with a capacity of 4,000 cubic feet numbered PNHX 1000-1099, inclusive, 289 100-ton 4,000 cubic foot capacity open top BethGon coalporter gondola cars numbered ARHX 001-139 and 200-349, all inclusive, and 542 4,300 cfc all steel underframe, aluminum bodied gondola cars, 100-ton truck capacity, numbered CRL 1001-1150, 1152-1162, 1164-1174, 1176-1187, 1189-1238, 1240-1259, 1261-1434, 1436-1458, and 1460-1550, all inclusive.

A fee of $63.00 is enclosed. Please return one certified copy of each document to:

Louis E. Gitomer
Of Counsel
Ball, Janik & Novack
1101 Pennsylvania Avenue, N.W.
Suite 1035
Washington, DC 20004

A short summary of the documents to appear in the index follows: (1) Amendment No. 1 to Equipment Lease Agreement (GATX Trust No. 93-A) between Wilmington Trust Company, 1100 North Market Street, Rodney Square North, Wilmington, DE 19890, and GATX Capital Corporation, Suite 2200, Four Embarcadero Center, San Francisco, CA 94111, covering 100 Maxi-Stack II 1/2 articulated 125-ton double stack container cars numbered SFLC 254200-254299, inclusive, and 59 five platform Maxi-Stack IBC container stack cars numbered SFFL 254300-254358, inclusive; (2) Amendment No. 1 to Equipment

Lease Agreement (GATX Trust No. 93-B) between Wilmington Trust Company, 1100 North Market Street, Rodney Square North, Wilmington, DE 19890, and GATX Capital Corporation, Suite 2200, Four Embarcadero Center, San Francisco, CA 94111, covering 40 Maxi-Stack III five unit articulated well-type container cars numbered SP 513390-513429, inclusive, 75 Maxi-Stack III five unit articulated well-type double stack container cars numbered SP 513430-513504, inclusive, and 12 Maxi-Stack III five unit articulated double stack container cars numbered CHTT 2004-2015, inclusive; and (3) Amendment No. 1 to Equipment Lease Agreement (GATX Trust No. 93-C) between Wilmington Trust Company, 1100 North Market Street, Rodney Square North, Wilmington, DE 19890, and GATX Capital Corporation, Suite 2200, Four Embarcadero Center, San Francisco, CA 94111, covering 157 100-ton solid bottom composite woodchip gondola cars numbered GPSX 4300-4302, 4304-4312, 4314-4405, and 4407-4459, all inclusive, 100 100-ton BethGon all steel high side gondola coalporter cars with a capacity of 4,000 cubic feet numbered PNHX 1000-1099, inclusive, 289 100-ton 4,000 cubic foot capacity open top BethGon coalporter gondola cars numbered ARHX 001-139 and 200-349, all inclusive, and 542 4,300 cfc all steel underframe, aluminum bodied gondola cars, 100-ton truck capacity, numbered CRL 1001-1150, 1152-1162, 1164-1174, 1176-1187, 1189-1238, 1240-1259, 1261-1434, 1436-1458, and 1460-1550, all inclusive.

Very Truly Yours,

Louis E. Gitomer

Enclosures

gatwtc.001

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AMENDMENT NO. 1 TO EQUIPMENT LEASE AGREEMENT
(GATX TRUST NO. 93-C)

This AMENDMENT NO. 1 TO EQUIPMENT LEASE AGREEMENT (GATX Trust No. 93-C) dated as of March 1, 1994 (this "*Amendment*") is between WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as Owner Trustee (the "*Lessor*") under the Trust Agreement dated as of September 1, 1993 for the benefit of Cargill Leasing Corporation, a Delaware corporation, and GATX CAPITAL CORPORATION, a Delaware corporation (the "*Lessee*").

RECITALS:

A. The capitalized terms used in this Amendment shall have the respective meanings set forth in the Lease (as hereinafter defined) unless otherwise herein defined or the context hereof shall otherwise require.

B. The Lessor and the Lessee have heretofore entered into that certain Equipment Lease Agreement (GATX Trust No. 93-C) dated as of September 1, 1993 which was filed with the Interstate Commerce Commission on September 24, 1993 and assigned Recordation No. 18409 and supplemented by that certain Lease Supplement No. 1 (GATX Trust No. 93-C) dated September 24, 1993 which was filed with the Interstate Commerce Commission on September 24, 1993 and assigned Recordation No. 18409-B (collectively, the "*Lease*").

C. The Lessor and the Lessee desire to amend the Lease to the extent, but only to the extent, set forth below.

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

SECTION 1. AMENDMENTS TO LEASE.

Section 1.1. The first sentence of Section 4.2 of the Lease is hereby amended and restated in its entirety as follows:

"With respect to the Units to be delivered on the Closing Date, Lessee has caused, and as soon as practicable after the date on which a Lease Supplement is executed and delivered in respect of a Replacement Unit pursuant to Section 11.4(b), Lessee will cause each Unit to be numbered with the reporting marks shown on the Lease Supplement dated the date on which such Unit was delivered and covering such Unit, and will from and after such date keep and maintain, plainly, distinctly, permanently and conspicuously marked by a plate or stencil printed in contrasting colors upon each side of each Unit, in letters not less than one inch in height, a legend substantially as follows:

RECORD 18409-E

"TITLE TO THIS CAR IS VESTED IN A TRUSTEE UNDER AN EQUIPMENT TRUST AGREEMENT RECORDED UNDER SECTION 11303 (FORMERLY 20C) OF THE INTERSTATE COMMERCE ACT OR VESTED IN ANOTHER TRUSTEE OR ENTITY AND SO RECORDED"

with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect Lessor's right, title and interest in and to such Unit, its rights under this Lease and the rights of the Indenture Trustee; *provided* that with respect to any Units which are subject to subleases on the Closing Date, (i) Lessee will use its best efforts to cause any sublessee to mark such Units with the legend required above when such Units are undergoing any maintenance other than running maintenance, (ii) Lessee shall direct (and shall use its best efforts to cause) each Manager to mark such Units with the legend required above when returned to such Manager for any maintenance other than running maintenance, and (iii) Lessee shall mark such Units with the legend required above upon the earlier to occur of the return of the Units to Lessee after the expiration of such subleases or when such Units are returned to Lessee for any maintenance other than running maintenance."

Section 1.2. Section 6 of the Lease is hereby amended and restated in its entirety as follows:

"SECTION 6. RETURN OF EQUIPMENT; STORAGE

Section 6.1. Return; Holdover Rent. (a) On the expiration of the Lease Term with respect to any Unit which has not been purchased by Lessee, Lessee will, at its own risk and expense, deliver possession of such Unit in the condition required by Section 6.2 to Lessor at any storage track location, f.o.b. such location, (i) as may be agreed upon by Lessor and Lessee in writing at least 120 days before the end of the Lease Term; or (ii) in the absence of such agreement, at Lessor's election by written notice to Lessee on or before the 90th day before the end of the Lease Term, to any return location (a "*Return Location*") designated by Lessor within the continental United States (except Alaska). In the case of (i) above, Lessee shall bear all risk and expense of any movement of such Unit to the Return Location. In the case of (ii) above, Lessee shall bear the risk and expense of any movement of such Unit to any one of the following points which is designated by Lessor to Lessee prior to the 90th day before the end of the Lease Term: (1) a return location within 250 miles of Chicago, Illinois, (2) any return location specified by Lessor within 500 miles of the location of such Unit immediately prior to such return, or (3) with respect to any Unit which is subject to any sublease by a railroad during the 60-day period immediately prior to the return of such Unit (including any period during which such Unit is being returned pursuant to the terms of such sublease), any Return Location specified by Lessor on the tracks of such sublessee; *provided*, that this clause (3) shall not apply to any Unit which has been returned prior to the Lessee's receipt of notice from the Lessor electing this clause (3); thereafter any further movement necessary to return such Unit to the applicable Return Location shall be at the risk and expense of Lessor. There shall be no less than 100 Units returned to each location and the aforesaid written notice from Lessor shall specify the total number and type of Units to be delivered to each location.

If at least 140 days prior to the end of the Lease Term, Lessee has not received notice from Lessor with respect to each Unit to be returned by Lessee pursuant to this Section 6, designating a Return Location pursuant to Section 6.1(a) or electing a storage location pursuant to Section 6.3, Lessee shall provide to Lessor written notice to such effect at least 135 days prior to the end of the Lease Term (such notice, the "*Lessee Notice*"). In the absence of any notice from Lessor to Lessee either designating a Return Location pursuant to Section 6.1(a) or a storage location pursuant to Section 6.3 with respect to any Units (the "*Nonelection Units*"), (x) if Lessee has so provided a Lessee Notice to Lessor, then Lessee shall store, at Lessee's sole risk and expense, all such Nonelection Units for up to 60 days (as elected by Lessor) at one or more storage locations selected by Lessee, and any movement of such Units from such storage locations shall be at the sole risk and expense of Lessor, and (y) if Lessee has not so provided a Lessee Notice to Lessor, then Lessee shall store, at Lessee's sole risk and expense, all such Nonelection Units for up to 60 days (as elected by Lessor) at one or more storage locations selected by Lessee, and Lessee shall on or before the expiration of such storage period transport such Units to such locations within the continental United States (except Alaska) designed by Lessor upon not less than 30 days' prior written notice from Lessor to Lessee, except that any movement of any Unit from such Unit's storage location to a point within 500 miles from such Unit's storage location will be at the risk and expense of Lessee; thereafter, any movement of such Unit will be at Lessor's risk and expense for such movement exceeding 500 miles.

There shall be no less than 100 Nonelection Units (or, if less than 100, the total number of Nonelection Units) stored at each storage location selected by Lessee pursuant to the immediately preceding paragraph. No less than 100 Units will be moved from any storage location at any one time; *provided, however*, if less than 100 Units remain at any such location, such Units will be moved by Lessee as if the Units constituted the minimum number of Units required for movement.

Upon the later of expiration of the Lease Term with respect to any Unit returned or stored pursuant to this Section 6.1(a) in compliance with the terms hereof, tender of such Unit at the location determined in accordance with this Section 6.1(a) and compliance with the terms of Section 6.2, this Lease and any obligation to pay any Holdover Rent for such Unit accruing subsequent to the expiration of the Lease Term with respect to such Unit shall terminate. Unless the Equipment is stored pursuant to Section 6.3, Lessee's obligation with respect to return of the Units upon expiration of the Lease Term shall be as set forth in this Section 6.1 and in Section 6.2.

(b) Provided no Lease Event of Default has occurred and is continuing, all amounts earned in respect of a Unit of Equipment after the date of expiration of the Lease Term with respect to such Unit and prior to the return of the Unit hereunder shall belong to Lessee and, if received by Lessor, shall be promptly turned over to Lessee. In the event any Unit of Equipment is not returned to Lessor in accordance with the provisions of Section 6.1(a) on the last day of the Lease Term with respect thereto or, if requested by Lessor pursuant to Section 6.3, assembled, delivered and stored on such last day of the Lease Term, Lessee shall pay monthly in arrears to Lessor for each day from and after the expiration date of the Lease Term with respect to such Unit an amount equal to (i) for the first 90 days from and

after such expiration date, the higher of the daily equivalent of the average Basic Rent for the Basic Term or Renewal Term as applicable for such Unit of Equipment or the daily equivalent of the average basic rent payable (other than any basic rent payable to any Manager) under any sublease for such Unit then in effect, and (ii) after such 90-day period, 125% of the amount payable pursuant to clause (i) (the amount determined pursuant to clause (i) or (ii) above, as applicable, "*Holdover Rent*"); *provided* that, during such holdover period, Lessee shall use its best efforts to secure the return of the Equipment as required under this Section 6. The provision for payment of Holdover Rent pursuant to this Section 6.1(b) shall not be in abrogation of Lessor's right under Section 6.1(a) to have such Unit returned to it hereunder. Holdover Rent payable under this Lease shall be paid within 10 days of each month end during any such holdover period.

Section 6.2. Condition of Equipment. Each Unit when returned to Lessor pursuant to Section 6.1(a) shall be (i) in the condition required by this Lease, (ii) in compliance in all material respects with the then applicable rules and regulations of the Federal Railroad Administration and the Interchange Rules, (iii) acceptable for use in interchange service after giving effect to a transfer or change of ownership, (iv) suitable for commercial use and (v) free and clear of all Liens except Lessor Liens and Permitted Liens of the type described in clause (c) of the definition of Permitted Liens to the extent arising as a result of a fleet wide action which includes such Unit. All logs, records, books and other materials relating to the maintenance of such Unit shall, upon request, be delivered to Lessor or its designee upon the return of such Unit. Lessee shall notify Lessor when at least 75% of the Units in any Group (a "*Tier One Return Group*") will be available for inspection at the appropriate return or storage location. Thereafter, Lessor shall have the right to inspect any or all of such Units within 15 Business Days of receipt of such notice to ensure that such Units are in compliance with the conditions set forth in this Section 6.2, at Lessor's sole cost, expense and risk (including, without limitation, the risk of personal injury or death), by its authorized representatives, during Lessee's normal business hours and upon reasonable prior notice to Lessee; *provided, however*, that Lessee shall not be liable for any injury to, or the death of, any Person exercising, on behalf of Lessor, the rights of inspection granted under this Section 6.2 unless caused by Lessee's gross negligence or willful misconduct; and *further provided*, that if any such Unit is not in compliance with the conditions set forth in this Section 6.2, then Lessee will (i) promptly take such steps as are necessary to bring such Unit in compliance with the conditions set forth in this Section 6.2 and (ii) pay the reasonable cost and expense of any reinspections of such Unit conducted by Lessor required because of such non-compliance with Section 6.2. Lessee shall notify Lessor when all of the remaining Units in each such Group (a "*Tier Two Return Group*") have been returned to the appropriate return or storage location and Lessor shall have the right to inspect any or all of such Units in accordance with the provisions set forth above; *provided, however*, all reasonable cost and expense of any inspections or reinspections of any Tier Two Return Group shall be paid by Lessee. No inspection pursuant to this Section 6.2 shall interfere with the normal conduct of Lessee's business, and Lessee shall not be required to undertake or incur any additional liabilities in connection therewith. If Lessor fails to use all reasonable efforts to inspect the Units within the applicable time period set forth in this Section 6.2(a) and such inspections do not occur within such time periods, such Units shall be deemed to be in compliance with this Section 6.2; *provided*, that if any such inspection

fails to occur for any reason beyond the reasonable control of Lessor, such inspection period shall be extended for an additional five Business Days.

For purposes of this Section 6.2 and Section 6.3, *"Minimum Percentage"* shall mean 75% of the total number of Units in any Group as of the date of determination. With respect to each Tier One Return Group, (A) if (other than pursuant to any reinspection) at least the Minimum Percentage of the Units in the applicable Group are in compliance with the conditions set forth in this Section 6.2 within the applicable inspection period (all such Units so in compliance, the *"Initial Units"*), then all of such Initial Units shall be deemed to have been returned to Lessor on the date Lessor received Lessee's notice that such Tier One Return Group was available for inspection, (B) if less than the Minimum Percentage of the Units in the applicable Group comply with this Section 6.2 within the applicable inspection period pursuant to subsection (A) above, then on the date that the Minimum Percentage of such Units are in compliance with the conditions set forth in this Section 6.2, all such Units so in compliance shall be deemed to have been returned to Lessor and (C) all remaining Units in such Group which have not been deemed to be returned to Lessor in accordance with subsection (A) or subsection (B) above (the *"Remaining Units"*) shall be deemed to have been returned to Lessor on the date on which all Remaining Units are in compliance with the conditions set forth in this Section 6.2.

Section 6.3. Storage. (a) Upon not less than 120 days' notice prior to the expiration of the Lease Term with respect to each Unit, upon request by Lessor, Lessee shall store such Unit, free of charge, at such location (i) as may be agreed upon by Lessor and Lessee in writing at least 110 days before the end of the Lease Term; or (ii) in the absence of such agreement, as Lessor may select by written notice to Lessee on or before the 90th day before the end of the Lease Term or, if Lessee rejects Lessor's selection in accordance with Section 6.3(b), at a site within the continental United States (excluding Alaska) selected by Lessee and of which Lessor shall be promptly notified, for a period (the *"Storage Period"*) of not more than 60 days after a date (the *"Storage Commencement Date"*) determined as follows: (A) with respect to each Initial Unit, the Storage Commencement Date shall be the date of Lessor's receipt of Lessee's notice that the applicable Tier One Return Group is available for inspection; (B) if less than the Minimum Percentage of the Units in the applicable Group comply with Section 6.2 within the applicable inspection period pursuant to Subsection (A) of the last paragraph of Section 6.2 above, then on the date the Minimum Percentage of the Units in the applicable Group are in compliance with the terms set forth in Section 6.2, the Storage Commencement Date shall commence for all such Units so in compliance; and (C) with respect to each Remaining Unit, the Storage Commencement Date shall be the date on which all Remaining Units are in compliance with the conditions set forth in Section 6.2. There shall be no less than 100 Units stored at each storage location. Holdover Rent for any Unit stored pursuant to this Section 6.3 shall cease to accrue on the applicable Storage Commencement Date for such Unit.

Any storage provided by Lessee during the Storage Period pursuant to this Section 6.3, whether at a storage location selected by Lessee or Lessor shall be at the sole risk and expense of Lessee and Lessee shall maintain the insurance required by Section 12.1 with respect to all stored Units. On not more than one occasion with respect to each stored

Unit and upon not less than 30 days' prior written notice from Lessor to Lessee, Lessee will, upon the expiration of the Storage Period or earlier upon request of Lessor, transport such Units to any railroad interchange point or points within the continental United States (except Alaska) on any railroad lines or to any connecting carrier for shipment, all as directed by Lessor, whereupon Lessee shall have no further liability or obligation with respect to such Units. Any movement pursuant to this Section 6.3(a) of any Unit from such Unit's designated storage location will be at the risk and expense of Lessor.

During the Storage Period, Lessee will permit Lessor or any person designated by Lessor, including the authorized representative or representatives of any prospective purchaser or user of such Unit, to restencil the marks on such Unit (if such restenciling is permitted by the owner of the applicable storage location) and to inspect the same during Lessee's normal business hours upon at least three Business Days' prior telephonic notice; *provided, however*, that such inspection and restenciling shall not interfere with the normal conduct of Lessee's business and such person shall be insured to the reasonable satisfaction of Lessee with respect to any risks incurred in connection with any such inspections or restenciling and Lessee (except in the case of Lessee's gross negligence or willful misconduct) shall not be liable for any injury to, or the death of, any person exercising, either on behalf of Lessor or any prospective purchaser or user, the rights of inspection and restenciling granted pursuant hereto. Lessee shall not be required to store the Equipment after the Storage Period. If Lessee does store any Unit after the Storage Period, such storage shall be at the sole expense and risk of Lessor.

(b) Upon receipt of notice of Lessor's request that Lessee store the Equipment pursuant to Section 6.3(a) above, Lessee shall have the option to instead store such Units at such storage track locations anywhere within the continental United States as it shall choose (provided that, there shall be no less than 100 Units stored at each such location) at Lessee's risk and expense. If Lessee shall elect such option, Lessee shall on or before the expiration of the storage period provided for in Section 6.3(a), transport the Equipment to such locations within the continental United States (except Alaska) designated by Lessor upon not less than 30 days' prior written notice from Lessor to Lessee, except that any movement of any Unit from such Unit's storage location to a point within 500 miles from such Unit's storage location will be at the risk and expense of Lessee; thereafter, any movement of such Unit will be at Lessor's risk and expense for such movement exceeding 500 miles. No less than 100 Units will be moved to a return location from any Lessee-selected storage location at any one time; *provided, however*, if less than 100 Units remain at any storage location, such group of Units will be moved by Lessee as if the Units constituted the minimum number of Units required for movement. During any Storage Period under Section 6.1(a), Section 6.3(a) or where Lessee shall have exercised its option under this Section 6.3(b), Lessee shall store the Equipment in such manner as Lessee normally stores similar units of railroad equipment owned or leased by it. Except as specifically modified herein, all the provisions of Section 6.3(a) shall apply to this Section 6.3(b)."

SECTION 2. MISCELLANEOUS.

Section 2.1. Governing Law. This Amendment shall be governed by and construed in accordance with the internal laws and decisions of the State of New York; *provided, however*, that the Lessor and the Lessee shall be entitled to all the rights conferred by any applicable Federal statute, rule or regulation.

Section 2.2. Counterparts. This Amendment may be executed, acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original but all together only one Amendment.

Section 2.3. Headings. Any headings or captions preceding the text of the several sections hereof are intended solely for convenience of reference and shall not constitute a part of this Amendment nor shall they affect its meaning, construction or effect.

Section 2.4. Reference to Lease. Any and all notices, requests, certificates and other instruments executed and delivered concurrently with or after the execution and delivery of this Amendment may refer to the "Equipment Lease Agreement dated as of September 1, 1993" or the "Lease dated as of September 1, 1993" without making specific reference to this Amendment but nevertheless all such references shall be deemed to include this Amendment unless the context shall otherwise require.

Section 2.5. Ratification. Except to the extent hereby amended or modified, the Lease is in all respects hereby ratified, confirmed and approved by the parties hereto.

Section 2.6. Chattel Paper. To the extent, if any, that this Amendment constitutes chattel paper (as defined in the Uniform Commercial Code as in effect in any applicable jurisdiction) no security interest may be created through the transfer of any counterpart other than the "original" counterpart which is deemed to be the counterpart containing the receipt therefor executed by the Indenture Trustee on the signature page thereof.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Amendment to be duly executed as of the day and year first above written and to be delivered as of the date first above written.

WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Owner Trustee

By _____

Its SENIOR FINANCIAL SERVICES OFFICER

GATX CAPITAL CORPORATION

By _____

Its

Consented to as of the date first above written.

STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, NATIONAL ASSOCIATION, as Indenture Trustee

By _____

Its

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Amendment to be duly executed as of the day and year first above written and to be delivered as of the date first above written.

WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Owner Trustee

By_____
Its

GATX CAPITAL CORPORATION

By_____
Its

Consented to as of the date first above written.

STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, NATIONAL ASSOCIATION, as Indenture Trustee

By_____
Its ASSISTANT VICE PRESIDENT

Receipt of this original counterpart of the foregoing Amendment is hereby acknowledged this _____ day of _____, 1994.

STATE STREET BANK AND TRUST COMPANY
OF CONNECTICUT, NATIONAL
ASSOCIATION, as Indenture Trustee

By_____

Its ASSISTANT VICE PRESIDENT

CERTIFICATION

I, Marty M. Linné, have compared this copy of the original Amendment No. 1 to Equipment Lease Agreement (GATX Trust No. 93-C), dated as of March 1, 1994, and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.

Dated: January 18, 1996

Marty M. Linné
Assistant Secretary

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

On this day eighteenth day of January 1996, before me personally appeared Marty M. Linné, personally known to me, who, being by me duly sworn, say that she is an Authorized Officer of GATX Capital Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and that she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

NNA1 D. M. STEINWAY
Commission #1069296
Notary Public — California
San Francisco County
My Comm. Expires Aug 17, 1999 NNA1