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SURFACE TRANSPORTATION BOARD

TRUST INDENTURE SUPPLEMENT NO. 2

(GATC Trust No. 93-1B)

Dated as of January 28, 1994

Between

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

Lessor

And

THE FIRST NATIONAL BANK OF CHICAGO,

Indenture Trustee

Covered Hoppers and Tank Cars

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TRUST INDENTURE SUPPLEMENT NO. 2

(GATC Trust No. 93-1B)

This Trust Indenture Supplement No. 2 (GATC Trust No. 93-1B) dated as of January 28, 1994 (this "*Indenture Supplement*") is between Wilmington Trust Company, a Delaware banking corporation (the "*Lessee*"), not in its individual capacity but solely as Owner Trustee under the Trust Agreement (GATC Trust No. 93-1B) dated as of July 21, 1993 (the "*Trust Agreement*") between the Owner Trustee in its individual capacity and First Security Bank of Utah, N.A., a national banking association, as Owner Participant (the "*Owner Participant*"), and The First National Bank of Chicago, a national banking association, as Indenture Trustee (the "*Indenture Trustee*"). Capitalized terms used in this Indenture Supplement shall have the respective meanings specified in Appendix A to the Trust Indenture (as hereinafter defined) unless otherwise herein defined or the context hereof shall otherwise require.

WITNESSETH:

WHEREAS, the Lessee and the Indenture Trustee have heretofore entered into that certain Trust Indenture and Security Agreement (GATC Trust No. 93-1B) dated as of July 21, 1993, as supplemented by Trust Indenture Supplement No. 1 dated July 29, 1993 (the "*Trust Indenture*");

WHEREAS, pursuant to Section 2.6 of the Participation Agreement, the Owner Participant shall, under certain circumstances, recalculate the payments or amounts, as the case may be, of Basic Rent, Stipulated Loss Values, Termination Values, Early Purchase Price and Basic Term Purchase Price;

WHEREAS, pursuant to its recalculation in accordance with Section 2.6 of the Trust Indenture, the Owner Participant recalculated Basic Rent, Stipulated Loss Values and Termination Values;

WHEREAS, in connection with its recalculation in accordance with Section 2.6 of the Trust Indenture, the Owner Participant is also making a concurrent prepayment on the Equipment Notes and is delivering a revised amortization schedule (each a "*Replacement Amortization Schedule*") to the Indenture Trustee for attachment to such Equipment Notes;

WHEREAS, pursuant to Section 2.6 of the Participation Agreement, the Owner Trustee has authorized each holder of an Equipment Note to attach the applicable Replacement Amortization Schedule to the Equipment Note.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, receipt of which is acknowledged, the parties hereto agree as follows:

SECTION 1. SUPPLEMENT TO TRUST INDENTURE.

The Trust Indenture is hereby supplemented as follows:

(a) Annex A to the Trust Indenture (Amortization Schedule) is hereby amended by deleting such Annex A in its entirety and substituting Exhibit A attached hereto in lieu thereof which, upon such substitution, shall be referred to hereinafter as Annex A for purposes of all the Operative Documents.

SECTION 2. MISCELLANEOUS.

Section 2.1. Governing Law. **THIS INDENTURE SUPPLEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.**

Section 2.2. Counterparts. This Indenture Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Agreement.

Section 2.3. Headings and Table of Contents. The headings of the Sections of this Indenture Supplement and the Table of Contents are inserted for purposes of convenience only and shall not be construed to affect the meaning or construction of any of the provisions hereof.

Section 2.4. Reference to Trust Indenture. Any and all notices, requests, certificates and other instruments executed and delivered concurrently with or after the execution and delivery of this Indenture Supplement may refer to the Trust Indenture (GATC Trust No. 93-1B) dated as of July 21, 1993, as supplemented by Trust Indenture Supplement No. 1 dated July 29, 1993, without making specific reference to this Indenture Supplement, but nevertheless all such references shall be deemed to include this Indenture Supplement unless the context shall otherwise require.

Section 2.5. Ratification. This Indenture Supplement shall be construed as supplemental to the Indenture and shall form a part of it, and the Indenture is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

In Witness Whereof, the parties hereto have caused this Indenture Supplement to be duly executed by one of its authorized officers and delivered, all as of the day and year first above written.

THE FIRST NATIONAL BANK OF CHICAGO, not in its individual capacity but solely as Indenture Trustee

By


Name: R. D. Manella

Title: Vice President

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

By

Name:

Title:

State of Illinois)
) SS
County of Cook)

personally appeared R. D. Manella On this 27th day of January, 1994, before me sworn, say that he is Vice President of The First National Bank of Chicago, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Somsri Helmer
Notary Public

[Notarial Seal]



My commission expires:

State of Delaware)
) SS
County of New Castle)

On this ___ day of _____, 1994 before me personally appeared _____, to me personally known, who being by me duly sworn, say that he is _____ of Wilmington Trust Company, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My commission expires:

In Witness Whereof, the parties hereto have caused this Indenture Supplement to be duly executed by one of its authorized officers and delivered, all as of the day and year first above written.

THE FIRST NATIONAL BANK OF CHICAGO, not in its individual capacity but solely as Indenture Trustee

By _____

Name:

Title:

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

By _____ 

Name:

CAROLYN C. DANIELS
ASSISTANT VICE PRESIDENT

Title:

State of Illinois)
) SS
County of Cook)

On this ___ day of _____, 1994, before me personally appeared _____, to me personally known, who being by me duly sworn, say that he is _____ of The First National Bank of Chicago, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My commission expires:

State of Delaware)
) SS
County of New Castle)

On this 31 day of Jan, 1994 before me personally appeared Carolyn C. Daniels, to me personally known, who being by me duly sworn, say that he is AVP of Wilmington Trust Company, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My commission expires:

Sonja F. Allen

SONJA F. ALLEN
NOTARY PUBLIC
My Commission expires May 03, 1994

**Amortisation Schedule
6.86% Equipment Note**

See Attached Page.

GATC TRUST NO. 93-1B

6.86% Equipment Note

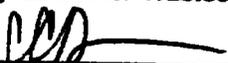
Amortization Schedule

<u>Payment Date</u>	<u>Percentage of Remaining Principal Balance Payable (1)</u>
28-Jan-95	
28-Jan-96	2.54642858%
28-Jan-97	2.79221400%
28-Jan-98	3.06946473%
28-Jan-99	3.38389896%
28-Jan-2000	3.74268288%
28-Jan-2001	4.15493625%
28-Jan-2002	4.63243984%
28-Jan-2003	5.19068227%
28-Jan-2004	3.66688426%
28-Jan-2005	3.84019706%
28-Jan-2006	4.16736832%
28-Jan-2007	6.59456760%
28-Jan-2008	10.35953493%
28-Jan-2009	14.04027726%
28-Jan-2010	17.45402980%
28-Jul-2010	22.59514463%
28-Jul-2011	32.30129296%
28-Jul-2012	51.10268592%
	100.00000000%

(1) The percentage should be applied to the remaining principal balance of the Equipment Note after giving effect to prepayment, if any, to be made on the payment date.

Pursuant to Section 2.10(c)(4) of the Trust Indenture and Security Agreement (GATC Trust No. 93-1B) dated as of July 21, 1993, as supplemented, and Section 2.6(d)(4) of the Participation Agreement (GATC Trust No. 93-1B) dated as of July 21, 1993, as amended, you are hereby directed to attach this amortization schedule in place of the original amortization schedule to the 6.86% Equipment Note (GATC Trust No. 93-1B) for all purposes of such Equipment Note.

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

By: 
Name: CAROLYN C. DANIELS
Title: ASSISTANT VICE PRESIDENT