RECORDATION NO. 24715-A FILED

JUN 25 '04 4-19 PM

SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.
20036

(202) 393-2266
FAX (202) 393-2156
E-MAIL alvordlaw@aol.com

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

June 25, 2004

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

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Amendment to Lease, dated as of December 5, 2003, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Lease and Assignment Agreement which was previously filed with the Board under Recordation Number 24715.

The names and addresses of the parties to the enclosed document are:

Lessor: Cyprus Tankcar Leasing II, LLC
One Sansome Street, Suite 1900
San Francisco, California 94194

Lessee: PLM Equipment Growth Fund Canada Limited
200 Nyala Farm Road
Westport, Connecticut 06880

A description of the railroad equipment covered by the enclosed document is:

4 railcars: PLMX 3738, PLMX 3751, PLMX 3756 and PLMX 4513.

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

Amendment to Lease.

Also enclosed is a check in the amount of $30.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

Robert W. Alvord

RWA/anm
Enclosures

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AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE (this "**Agreement**") is dated as of December 5, 2003, by and between Cypress Tankcar Leasing II, LLC, a California limited liability company ("**Lessor**") and PLM Equipment Growth Fund Canada Limited, an Alberta corporation ("**Lessee**").

RECITALS

A. Lessor is lessor by assignment to that certain Lease and Assignment Agreement dated as of November 25, 2003 ("**Lease**") wherein Lessor has leased to Lessee certain railroad tank cars described on Schedule A hereto.

B. The parties desire to set forth herein their entire agreement with respect to the amendment of the Lease concerning termination of the Lease. If there should be any conflict or inconsistency between this Agreement and the Lease, this Agreement shall control. Defined terms used herein but not separately defined herein shall have the meanings ascribed thereto in the Lease.

AGREEMENT

1 TERMINATION

There shall be added to the Lease the following language: "This Lease shall terminate upon termination of that certain Rail Car Management Agreement made as of December 5, 2003 by and between Transportation Equipment-PLM LLC, a Delaware limited liability company and Lessor."

2 MISCELLANEOUS

2.1 No Further Amendments. Except as expressly modified by this Agreement, all of the terms and conditions of the Lease remain unchanged and in full force and effect.

2.2 Captions. Captions used herein are inserted for reference purposes only and shall not affect the interpretation or construction of this Agreement.

2.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

2.4 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

2.5 Amendments. This Agreement may be amended or varied only by a document, in writing, of even or subsequent date hereto, executed by Lessor and Lessee.

2.6 Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed and construed under the laws of the State of California.

CYPRESS TANKCAR LEASING II, LLC

By: Cypress Equipment Management Corporation II, its manager

By:_____
Name: Stephen R. Harwood
Title: President

PLM EQUIPMENT GROWTH FUND CANADA LIMITED

By:_____
Name: Richard K. Brock
Title: Senior Vice President

State of California
County of San Francisco

On MAY 27, 2004, before me, ILENE SAGALL, a Notary Public in and for the State of California, personally appeared STEPHEN R. HARWOOD, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

ILENE SAGALL
Commission # 1417335
Notary Public - California
San Francisco County
My Comm. Expires Jun 9, 2007

Notary's Signature

State of FLORIDA
County of PINELLAS

On MAY 14, 2004, before me, BOBBI L. NAPPER, a Notary Public in and for the State of FLORIDA, personally appeared RICHARD K. BROCK, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary's Signature

Bobbi L Napper
MY COMMISSION # DD259665 EXPIRES
November 30, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

SCHEDULE A

Cars

PLMX 3738	PLMX 3751	PLMX 3756	PLMX 4513