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

OF COUNSEL
URBAN A. LESTER

December 7, 1999

RECORDATION NO. 19609-CC, DD, EE FILED

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

DEC 8 '99 5-15 PM

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are five (5) copies each of the following documents: Lease Supplement No. 11, Trust Indenture Supplement No. 11 and Bill of Sale and Partial Release.

The enclosed documents relate to the Equipment Lease Agreement (GATC 95-2) previously filed with the Commission under Recordation Number 19609.

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

Lease Supplement No. 11

Lessor: State Street Bank and Trust Company
225 Franklin Street
Boston, Massachusetts 02101

Lessee: General American Transportation Corporation
500 West Monroe Street
Chicago, Illinois 60661

Mr. Vernon A. Williams
December 7, 1999
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Trust Indenture Supplement No. 11
Bill of Sale and Partial Release

Owner Trustee: State Street Bank and Trust Company
225 Franklin Street
Boston, Massachusetts 02101

Indenture Trustee: First National Bank of Chicago
One First National Plaza
Chicago, Illinois 60670

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

Railcars GATX 9594 and 9576 are deleted from, and railcars GATX
62264 and 62265 are added to, the Lease and Indenture

Also enclosed is a check in the amount of \$78.00 payable to the order of the
Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of each of the enclosed documents to the
undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures

TRUST INDENTURE SUPPLEMENT NO. 11
(GATC Trust No. 95-2)

RECORDATION NO.

19609-DD
FILED

DEC 8 '99

5-15 PM

This Indenture Supplement No. 11 (GATC Trust No. 95-2), dated November 8, 1999 (this "Indenture Supplement"), of State Street Bank and Trust Company, not in its individual capacity, but solely as trustee (the "Owner Trustee") under the Trust Agreement (GATC Trust No. 95-2), dated as of September 12, 1995 (the "Trust Agreement"), between the Owner Trustee in its individual capacity and First Union National Bank of Florida, as Owner Participant;

WITNESSETH:

WHEREAS, the Trust Indenture and Security Agreement (GATC Trust No. 95-2) dated as of September 12, 1995 (the "Indenture"), between the Owner Trustee and Bank One Trust Company, NA, as Indenture Trustee (the "Indenture Trustee"), provides for the execution and delivery of Indenture Supplements thereto substantially in the form hereof which shall particularly describe any Replacement Units by having attached thereto a copy of the Lease Supplement relating to such Replacement Units, and shall specifically mortgage such Replacement Units to the Indenture Trustee; and

WHEREAS, the Indenture relates to the Replacement Units described in the copy of the Lease Supplement of even date herewith attached hereto and made a part hereof.

NOW, THEREFORE, in order to secure the prompt payment of the principal of and premium, if any, and interest on all of the Equipment Notes from time to time outstanding under the Indenture and the performance and observance by the Owner Trustee of all the agreements, covenants and provisions in the Indenture for the benefit of the holders of the Equipment Notes and in the Equipment Notes, subject to the terms and conditions of the Indenture, and in consideration of the premises and of the covenants contained in the Indenture and of the acceptance of the Equipment Notes by the holders thereof, and of the sum of \$1.00 paid to the Owner Trustee by the Indenture Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Owner Trustee (i) has sold, assigned, transferred, pledged and confirmed, and does hereby sell, assign, transfer, pledge and confirm, a security interest in and mortgage lien on all right, title and interest of the Owner Trustee in and to the property comprising the Replacement Units described in the copy of the Lease Supplement attached hereto, and (ii) has sold, assigned, transferred and set over, a security interest in and mortgage lien on all of the right, title and interest of the Owner Trustee under, in and to the Lease Supplement of even date herewith (excluding, however, any rights to Excepted Property thereunder), referred to above, to the Indenture Trustee, its successors and assigns, in the trust created by the Indenture for the benefit of the holders from time to time of the Equipment Notes.

To have and to hold all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, in trust for the benefit and security of the holders from time to time of the Equipment Notes and for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

This 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.

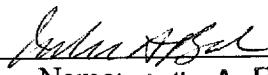
This Supplement may be executed by the Owner Trustee in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Supplement.

The terms used herein are used with the meanings specified in the Indenture.

AND FURTHER, the Owner Trustee hereby acknowledges that the Equipment referred to in the aforesaid Lease Supplement attached hereto and made a part hereof has been delivered to the Owner Trustee and is included in the property of the Owner Trustee covered by all the terms and conditions of the Trust Agreement, subject to the pledge or mortgage thereof under the Indenture.

IN WITNESS WHEREOF, the Owner Trustee has caused this Indenture Supplement to be duly executed by one of its duly authorized officers, as of the day and year first above written.

State Street Bank and Trust Company,
not in its individual capacity,
but solely as Owner Trustee

By: 
Name: **Julie A. Balema**
Title: **Assistant Vice President**

Bank One Trust Company, NA, not in its
individual capacity, but solely as Indenture
Trustee

By: _____
Name:
Title:

This 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.

This Supplement may be executed by the Owner Trustee in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Supplement.

The terms used herein are used with the meanings specified in the Indenture.

AND FURTHER, the Owner Trustee hereby acknowledges that the Equipment referred to in the aforesaid Lease Supplement attached hereto and made a part hereof has been delivered to the Owner Trustee and is included in the property of the Owner Trustee covered by all the terms and conditions of the Trust Agreement, subject to the pledge or mortgage thereof under the Indenture.

IN WITNESS WHEREOF, the Owner Trustee has caused this Indenture Supplement to be duly executed by one of its duly authorized officers, as of the day and year first above written.

State Street Bank and Trust Company,
not in its individual capacity,
but solely as Owner Trustee

By: _____
Name:
Title:

Bank One Trust Company, NA, not in its
individual capacity, but solely as Indenture
Trustee

By: Mark J. Frye
Name: **Mark J. Frye**
Title: **Asst. Vice President**

State of Massachusetts)
) SS
County of Suffolk)

On this 16 day of November, 1999, before me personally appeared Julio A. Balerna,
to me personally known, who being by me duly sworn, say that he/she is Assistant Vice President
State Street Bank and 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

SEAL

My Commission Expires:

JOAO G. CORREIA
Notary Public
My Commission Expires July 26, 2002

State of Illinois)
) SS
County of Cook)

On this ___ day of _____, 1999, before me personally appeared _____,
to me personally known, who being by me duly sworn, say that he/she is _____ of
Bank One Trust Company, NA, 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

SEAL

My Commission Expires:

