

Tim Bartman

RECORDATION NO. 18934 FILED R;S,T

ALVORD AND ALVORD
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AUG 13 '99 11-00AM

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

OF COUNSEL
URBAN A. LESTER

August 11, 1999

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 four (4) copies each of the following documents: Lease Supplement No. VII, Indenture Supplement No. VII and a Bill of Sale and Partial Release.

The enclosed documents relate to the Equipment Lease Agreement (GATC 94 ~~94~~ ^{KAT} 1) previously filed with the Commission under Recordation Number 18934.

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

Lease Supplement No. VII

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
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Trust Indenture Supplement No. VII, and
Bill of Sale and Partial Release

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

Indenture Trustee: The 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 05432 and GATX 065120 are being replaced by railcars
GATX 054758 and GATX 064655

Also enclosed is a check in the amount of \$156.00 payable to the order of the
Surface Transportation Board covering the required recordation fee.

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

Very truly yours,


for Robert W. Alvord

RWA/bg
Enclosures

18934-R
RECORDED
JUN 13 99 11:00AM

LEASE SUPPLEMENT NO. VII
(GATC Trust No 94-1)

This Lease Supplement No. VII, dated as of June 18, 1999, between State Street Bank and Trust Company, a Delaware banking corporation, not in its individual capacity but solely as Owner Trustee under the Trust Agreement ("Lessor"), and General American Transportation Corporation, a New York corporation ("Lessee");

WITNESSETH:

The Lessor and the Lessee have heretofore entered into that certain Equipment Lease Agreement (GATC Trust 94-1) dated as of August 9, 1994 (the "Lease"). The terms used herein are used with the meanings specified in the Lease.

The Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for, among other things, the purpose of particularly describing the Replacement Units to be leased to the Lessee in substitution for damaged or destroyed equipment previously leased to Lessee.

Now, therefore, in consideration of the premises and other good and sufficient consideration, and pursuant to Section 2 of the Lease, the Lessor and the Lessee hereby agree as follows:

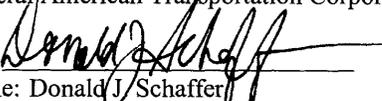
1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as herein supplemented, the Units described in Schedule 1 hereto.
2. All of the terms and provisions of the Lease are hereby incorporated by reference in this Lease Supplement to the same extent as if fully set forth herein.
3. To the extent that this Lease Supplement constitutes chattel paper (as each term is defined in the Uniform Commercial Code) no security interest in this Lease Supplement may be created through the transfer or possession of any counterpart hereof other than the counterpart bearing the receipt therefor executed by the Indenture Trustee for the signature page hereof, which counterpart shall constitute the only "original" hereof for purposes of the Uniform Commercial Code.
4. This Lease Supplement shall be governed by and construed in accordance with the internal laws and decisions of the State of New York, *provided, however*, that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation.
5. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

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

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

By: 
Name: Julie A. Balerna
Title: Assistant Vice President

General American Transportation Corporation

By: 
Name: Donald J. Schaffer
Title: Vice President

State of Massachusetts)
) SS
County of Suffolk)

On this 20 day of July, 1999, before me personally appeared Julie A. Balerna, to me personally known, who being by me duly sworn, say that he is Assistant Vice President of 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

Joao G. Correia

[Notarial Seal]

My commission expires:

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

State of Illinois)
) SS
County of Cook)

On this 18th day of June, 1999, before me personally appeared Donald J. Schaffer, to me personally known, who being by me duly sworn, say that he is Vice President of General American Transportation Corporation, that said instrument was signed on such date no 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.

Patricia Lodge
Notary Public

[Notarial Seal]

My commission expires:



SCHEDULE 1

<u>Car Type</u>	<u>DOT Class</u>	<u>Car Marking</u>
T107	111A100-W-1	GATX 054758
T104	211A100-W-1	GATX 064655