

19533-D,EF

MAR 19 1997

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
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SUITE 200  
WASHINGTON, D.C.

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

20006-2973

OF COUNSEL  
URBAN A. LESTER

(202) 393-2266

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*Edward M. Lester*  
*County Clerk*

March 19, 1997

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

RECEIVED  
SURFACE TRANSPORTATION  
BOARD  
MAR 19 3 21 PM '97

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are five (5) copies of each of the following secondary documents: (1) Lease Supplement No. 2, dated as of December 9, 1996; (2) Trust Indenture Supplement No. 2, dated December 9, 1996; and (3) Bill of Sale and Partial Release, dated December 13, 1996.

The enclosed documents relate to the Equipment Lease Agreement (GATC Trust No. 95-1B) and secondary documents related therein which were previously filed with the Commission under Recordation Number

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

Lease Supplement No. 2

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  
March 19, 1997  
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Trust Indenture Supplement No. 2  
and Bills 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:

railcar designated as GATX 71108 is deleted from, and railcar GATX  
69522 is added to, the Lease and Trust Indenture.

Also enclosed is a check in the amount of \$72.00 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,



Robert W. Alvord

RWA/bg  
Enclosures

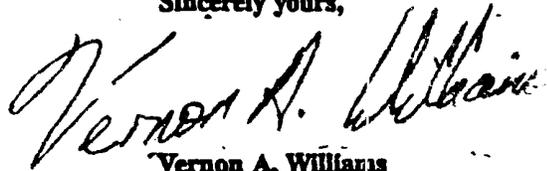
SURFACE TRANSPORTATION BOARD  
WASHINGTON, D.C. 20423-0001 3/26/97

Robert W. Alvord  
Alvord And Alvord  
918 Sixteenth Street, NW., Ste. 200  
Washington, DC., 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3/19/97 at 3:25PM, and assigned recordation number(s). 19533-D, 19533-E and 19533-F.

Sincerely yours,

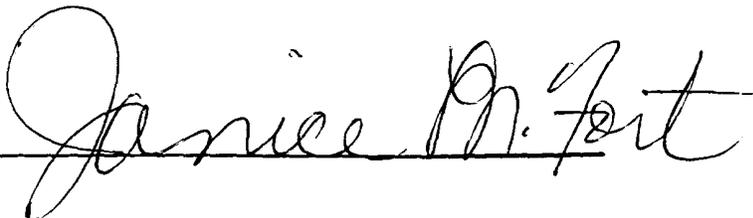


Vernon A. Williams  
Secretary

Enclosure(s)

\$ 72.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



19533-D  
8

**LEASE SUPPLEMENT NO. 2**  
**(GATC Trust No 95-1B)**

This Lease Supplement No. 2, dated as of December 9, 1996, 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 No. 95-1B) dated as of July 14, 1995 (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: DONALD E. SMITH  
Title: VICE PRESIDENT

General American Transportation Corporation

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

State of Massachusetts )  
 )  
County of Suffolk ) SS

On this \_\_\_ day of \_\_\_\_\_, 1996, before me personally appeared DONALD E. SMITH, to me personally known, who being by me duly sworn, say that he is 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.

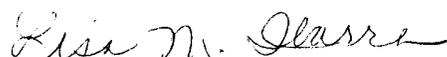
  
Notary Public

[Notarial Seal] **SCOTT KNOX**  
Notary Public  
My Commission Expires July 12, 2002

My commission expires:

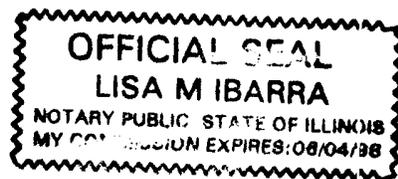
State of Illinois )  
 )  
County of Cook ) SS

On this 12<sup>th</sup> day of March, 1996<sup>7</sup>, before me personally appeared Donald J. Schaffer, to me personally known, who being by me duly sworn, say that he is Vice President & CFO of General American Transportation Corporation, 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:



**SCHEDULE 1**

Description	DOT Class	Car Marking
Tank Car	111A100-W-1	GATX 69522

P:\WDOCS\BRONNA\REPLACEMENT\69522\LEA SUP