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20006-2973

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July 1, 1999

RECORDATION NO. **20244-0, P, Q** FILED

JUL 1 '99 11-30AM

*W. Williams*  
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 five (5) copies of each of the following secondary documents, all dated as of June 11, 1998: Lease Supplement No. 6 (GATC Trust No. 96-1); Trust Indenture Supplement No. 6 (GATC Trust No. 96-1); and a Bill of Sale and Partial Release.

The enclosed documents relate to the Equipment Lease Agreement (GATC 96-1) and secondary documents related thereto which were previously filed with the Board under Recordation Number 20244.

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

Lease Supplement No. 6

Lessor: First Security Bank, N.A.  
79 South Main Street  
Salt Lake City, Utah 84111

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

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Trust Indenture Supplement No 6  
Bill of Sale and Partial Releases

Owner Trustee: First Security Bank, N.A.  
79 South Main Street  
Salt Lake City, Utah 84111

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:

two (2) railcars being ADDED to the Lease and Trust Indenture:

GATX 051591 and GATX 053548

two (2) railcars being DELETED from the Lease and Trust Indenture:

GATX 071251 and GATX 054919

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 the enclosed documents to the undersigned

Very truly yours,



Robert W Alvord

RWA/bg  
Enclosures

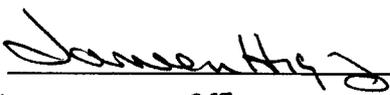
**BILL OF SALE AND PARTIAL RELEASE** JUL 1 '99 11-30AM

First Security Bank, N.A., not in its individual capacity, but solely as Trustee under GATC Trust 96-1 (the "Lessor") under an Equipment Lease Agreement (GATC Trust 96-1) dated as of August 28, 1996 (the "Lease") between the Lessor and General American Transportation Corporation (the "Lessee"), does hereby grant, bargain, sell, transfer, convey, assign and release to the Lessee and its successors and assigns all right, title and interest of the Lessor, in and to the railcars designated as GATX 071251 and GATX 054919 (the "Units") "as is," "where is," without recourse or warranty other than a warranty against Lessor's Liens as defined in Appendix A to the Lease, and does hereby acknowledge that the lease term under the Lease with respect to the Units and the obligation of the Lessee to pay rent for such Units under the Lease has terminated.

The First National Bank of Chicago, as trustee (the "Indenture Trustee") under a Trust Indenture and Security Agreement (GATC Trust 96-1) dated as of August 28, 1996 (the "Indenture") between the Lessor and the Indenture Trustee, hereby terminates, releases and discharges its security interest in the Units under the Indenture and hereby acknowledges that the Units are no longer subject to the Lease.

Dated: June 11, 1999

First Security Bank, N.A., not in its individual capacity, but solely as Owner Trustee

By:   
Title: Trust Officer

The First National Bank of Chicago, as Indenture Trustee

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**BILL OF SALE AND PARTIAL RELEASE**

First Security Bank, N.A., not in its individual capacity, but solely as Trustee under GATC Trust 96-1 (the "Lessor") under an Equipment Lease Agreement (GATC Trust 96-1) dated as of August 28, 1996 (the "Lease") between the Lessor and General American Transportation Corporation (the "Lessee"), does hereby grant, bargain, sell, transfer, convey, assign and release to the Lessee and its successors and assigns all right, title and interest of the Lessor, in and to the railcars designated as GATX 071251 and GATX 054919 (the "Units") "as is," "where is," without recourse or warranty other than a warranty against Lessor's Liens as defined in Appendix A to the Lease, and does hereby acknowledge that the lease term under the Lease with respect to the Units and the obligation of the Lessee to pay rent for such Units under the Lease has terminated.

The First National Bank of Chicago, as trustee (the "Indenture Trustee") under a Trust Indenture and Security Agreement (GATC Trust 96-1) dated as of August 28, 1996 (the "Indenture") between the Lessor and the Indenture Trustee, hereby terminates, releases and discharges its security interest in the Units under the Indenture and hereby acknowledges that the Units are no longer subject to the Lease.

Dated: June 11, 1999

First Security Bank, N.A., not in its individual capacity, but solely as Owner Trustee

By: \_\_\_\_\_  
Title: \_\_\_\_\_

The First National Bank of Chicago, as  
Indenture Trustee

By: Mal J. Forgy  
Title: Asst. Vice President

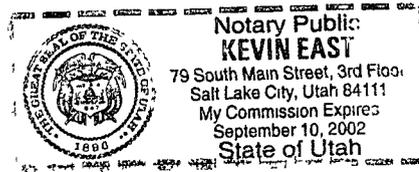
State of )  
 ) SS:  
County of )

On the 14<sup>th</sup> day of June, 1999, before me personally appeared Janeen R. Higgs, to me known, who being by me duly sworn, say that (s)he is a Trust Officer of First Security Bank, N.A., that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and (s)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 Illinois )  
 ) SS:  
County of Cook )

On the \_\_\_ day of \_\_\_\_\_, 1999, before me personally appeared \_\_\_\_\_, to me known, who being by me duly sworn, says that (s)he is a \_\_\_\_\_ 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 (s)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 )  
 ) SS:  
County of )

On the \_\_\_ day of \_\_\_\_\_, 1999, before me personally appeared \_\_\_\_\_, to me known, who being by me duly sworn, say that (s)he is a \_\_\_\_\_ of First Security Bank, N.A., that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and (s)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 Illinois )  
 ) SS.  
County of Cook )

On the 2<sup>nd</sup> day of June, 1999, before me personally appeared Mark J. Frye, to me known, who being by me duly sworn, says that (s)he is a Asst 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 (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Nilda Sierra  
Notary Public

[Notarial Seal]

My commission expires:

