

RECORDATION NO. 17521 FILED 1425

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INTERSTATE COMMERCE COMMISSION

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

ALVORD AND ALVORD

OF COUNSEL  
URBAN A. LESTER

ROBERT W. ALVORD\*  
CHARLES T. KAPPLER  
JOHN H. DOYLE\*  
JAMES C. MARTIN, JR.\*

200 WORLD CENTER BUILDING

918 SIXTEENTH STREET, N.W.

WASHINGTON, D.C.

20006-2973

(202) 393-2266

TELEX  
440367 A AND A

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(202) 393-2156

\*ALSO ADMITTED IN NEW YORK  
\*ALSO ADMITTED IN MARYLAND

September 11, 1991

1-254A015

B60

Mr. Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

RECORDATION NO. 17521 FILED 1425

SEP 11 1991 -12 25 PM

Dear Mr. Strickland:

INTERSTATE COMMERCE COMMISSION

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two executed and acknowledged copies and three confirmed copies each of the following documents:

1. Equipment Lease Agreement (GATC Trust No. 91-1) dated as of September 5, 1991. New No.
2. Trust Indenture and Security Agreement (GATC Trust No. 91-1) dated as of September 5, 1991. - A
3. Lease Supplement (GATC Trust No. 91-1) No. 1 dated as of September 12, 1991. - B
4. Trust Indenture Supplement (GATC Trust No. 91-1) No. 1 dated as of September 12, 1991. - C

Items 1 and 2 above are primary documents and Items 3 and 4 are secondary documents as defined in the Commission's Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

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

Items 1 and 3

Lessor: The Connecticut National Bank, as Owner Trustee  
777 Main Street  
Hartford, Connecticut 06115

Lessee: General American Transportation Corporation  
120 South Riverside Plaza  
Chicago, Illinois 60606

Copies sent to - C.T. Kappler

PHOTO OPTICALLY REPRODUCED  
SEP 11 12 19 1991

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September 11, 1991  
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Items 2 and 4

Owner Trustee: The Connecticut National Bank  
777 Main Street  
Hartford, Connecticut 06115

Indenture Trustee: Harris Trust and Savings Bank  
111 West Monroe Street  
Chicago, Illinois 60603

A description of the railroad equipment covered by the enclosed documents is set forth in Schedule 1 attached hereto and made a part hereof.

Also enclosed is a check in the amount of \$60.00 payable to the order of the Interstate Commerce Commission covering the required recordation fees.

Kindly return stamped copies of the enclosed documents not needed for your files to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

A short summary of the enclosed documents to appear in the Commission's Index is:

Equipment Lease Agreement (GATC Trust No. 91-1) dated as of September 5, 1991 between the Connecticut National Bank, Lessor, and General American Transportation Corporation, Lessee, as supplemented by Lease Supplement (GATC Trust 91-1) No. 1 dated as of September 12, 1991; Trust Indenture and Security Agreement (GATC Trust No. 91-1) dated as of September 5, 1991 between The Connecticut National Bank, Owner Trustee and Harris Trust and Savings Bank, as Indenture Trustee, as supplemented by Trust Indenture Supplement (GATC Trust No. 91-1) No. 1 dated as of September 12, 1991 covering 1341 railcars bearing GACX or GATX reporting marks and road numbers.

Very truly yours,

  
Charles T. Kappler

CTK/bg  
Enclosures

- B

[Execution Copy]

LEASE SUPPLEMENT (GATC Trust No. 91-1) NO. 1

Dated as of September 12, 1991

17521 - B  
SEP 11 1991 - 12 25 PM  
INTERSTATE COMMERCE COMMISSION

between

THE CONNECTICUT NATIONAL BANK,  
Lessor

and

GENERAL AMERICAN TRANSPORTATION CORPORATION,  
Lessee

CERTAIN OF THE RIGHT, TITLE AND INTEREST OF LESSOR IN AND TO THIS LEASE SUPPLEMENT, THE EQUIPMENT COVERED HEREBY AND THE RENT DUE AND TO BECOME DUE UNDER THE LEASE HAVE BEEN ASSIGNED AS COLLATERAL SECURITY TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, HARRIS TRUST AND SAVINGS BANK, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE AND SECURITY AGREEMENT (GATC Trust No. 91-1), DATED AS OF September 5, 1991, BETWEEN SAID INDENTURE TRUSTEE, AS SECURED PARTY, AND THE LESSOR, AS DEBTOR. INFORMATION CONCERNING SUCH SECURITY INTEREST MAY BE OBTAINED FROM THE INDENTURE TRUSTEE AT ITS ADDRESS SET FORTH IN SECTION 20 OF THE LEASE. SEE SECTION 25.2 OF THE LEASE FOR INFORMATION CONCERNING THE RIGHTS OF THE ORIGINAL HOLDER AND THE HOLDERS OF THE VARIOUS COUNTERPARTS HEREOF.

Filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on September , 1991, at \_\_:\_\_.M. Recordation Number \_\_, and deposited in the office of the Registrar General of Canada pursuant to Section 90 of the Railway Act of Canada on September , 1991, at \_\_:\_\_.M.

LEASE SUPPLEMENT (GATC Trust No. 91-1) NO. 1

LEASE SUPPLEMENT (GATC Trust No. 91-1) NO. 1 dated as of September 12, 1991 (this "Lease Supplement") between The Connecticut National Bank, not in its individual capacity but solely as Owner Trustee ("Lessor") under the Trust Agreement, and GENERAL AMERICAN TRANSPORTATION CORPORATION, a New York corporation ("Lessee");

W I T N E S S E T H:

WHEREAS, Lessor and Lessee have heretofore entered into that certain Equipment Lease Agreement (GATC Trust No. 91-1) dated as of September 5, 1991 (the "Lease"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in Appendix A to the Lease;

WHEREAS, the Participation Agreement and the Lease provide that on the Closing Date, Lessee shall deliver to Owner Trustee a Bill of Sale dated such date by which Lessee bargains, conveys, assigns, sets over, sells and delivers to Owner Trustee, and Owner Trustee purchases and accepts from the Lessee, the Units to be conveyed on the Closing Date, and said Bill of Sale has been delivered by Lessee and accepted by Owner Trustee on the Closing Date;

WHEREAS, the Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for the purpose of confirming the acceptance and lease of the Units under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof;

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, Lessor and Lessee hereby agree as follows:

1. Lessee hereby acknowledges and confirms that it has inspected and approved the Units set forth on Schedule 1 hereto at the time and on the dates set forth in the Certificate of Acceptance and such Units comply in all material respects with the specifications for such Units and are in good working order.

2. Lessor hereby confirms delivery and lease to Lessee, and Lessee hereby confirms acceptance and lease from Lessor, under the Lease as hereby supplemented, the Units listed on Schedule 1 hereto.

3. Lessee hereby represents and warrants that no Event of Loss has occurred with respect to the Units set forth on Schedule 1 hereto as of the date hereof.

4. The aggregate Equipment Cost of the Units leased hereunder is . The Stipulated Loss Values and Termination Values applicable in respect of the Units are set forth, respectively, on Schedules 4 and 5 to the Participation Agreement.

5. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement to pay Rent to Lessor for each Unit leased hereunder as provided for in the Lease.

6. The execution and delivery of this Lease Supplement will in no way relieve or decrease the responsibility of any manufacturer for the warranties it has made with respect to any Unit.

7. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Lease Supplement may refer to the "Equipment Lease Agreement, dated as of September 5, 1991", the "Lease Agreement, dated as of September 5, 1991," or the "Lease, dated as of September 5, 1991," or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

8. This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease shall be and remain in full force and effect.

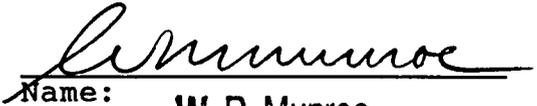
9. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

10. This Lease Supplement shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

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

LESSOR:

THE CONNECTICUT NATIONAL BANK, not in its individual, but solely as Owner Trustee

By:   
Name: \_\_\_\_\_  
Title: **W. R. Munroe**  
**Trust Officer**

LESSEE:

GENERAL AMERICAN TRANSPORTATION CORPORATION

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

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

LESSOR:

THE CONNECTICUT NATIONAL BANK, not  
in its individual, but solely as  
Owner Trustee

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

Name:

Title:

LESSEE:

GENERAL AMERICAN TRANSPORTATION  
CORPORATION

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

Name:

Title:



STATE OF CONNECTICUT )  
 ) SS  
COUNTY OF HARTFORD )

On this \_\_\_\_ day of September, 1991, before me personally appeared W. R. Munroe, to me personally known, who being by me duly sworn, say that he is Trust Officer of THE CONNECTICUT NATIONAL BANK, 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: \_\_\_\_\_

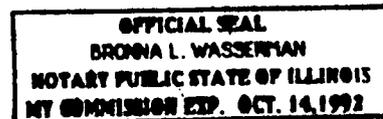
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 5<sup>TH</sup> day of September, 1991, before me personally appeared E. Paul Dunn, Jr., to me personally known, who being by me duly sworn, say that he is the Treasurer 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.

*Bronna L. Wasserman*  
\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My commission expires: 10/14/92



Sep-91

TANK AND FREIGHT CAR EQUIPMENT SCHEDULE  
GATC TRUST NO. 91-1

SCHEDULE 1

| GROUP | DOT CLASS               | DESCRIPTION            | # OF CARS | CAR INITIALS | CAR NUMBERS   |
|-------|-------------------------|------------------------|-----------|--------------|---|
| A     | COVERED HOPPER          | 4900 Cu. Ft. AIRSLIDE  | 58        | GACX         | 56786-56809,56811-56820,56822-56823<br>52826,56765-56785.   |
| B     | COVERED HOPPER          | 5125 Cu. Ft. POWER-FLO | 41        | GACX         | 10150-10174,10175-10177,10179,10180,<br>10182-10186,10188-10193.  |
| C     | 111-A-100-W-1           | 14,000 GALLON EC/I     | 9         | GATX         | 69286-69294.  |
| D     | 111-A-100-W-1           | 26,000 GALLON EC/I     | 30        | GATX         | 54100-54129.  |
| E     | 111-A-60-AL-W-2         | 20,000 GALLON NC/NI    | 46        | GATX         | 73790-73817,78545-78562.  |
| F     | 111-A-100-W-2           | 13,000 GALLON NC/NI    | 62        | GATX         | 7368,7376,7381,7382,7385,7397-7453.   |
| G     | 111-A-100-W-1           | 13,000 GALLON NC/I     | 20        | GATX         | 50060-50079.  |
| H     | 111-A-100-W-1           | 16,000 GALLON EC/I     | 11        | GATX         | 4476,4484-4486,4520,4535,4536,4538,<br>4539,4554,4555.  |
| I     | 111-A-100-W-1           | 13,000 GALLON EC/I     | 59        | GATX         | 50080-50099,69276-69285,69295-69298<br>69316-69340.   |
| J     | 111-A-100-W-1           | 20,000 GALLON EC/I     | 105       | GATX         | 37067-37096,37105-37179.  |
| K     | 111-A-100-W-1           | 23,000 GALLON EC/I     | 331       | GATX         | 3201,3203-3219,3221-3255,3257-3258,3260-3284,<br>3286-3299,3301-3332,3334,3335,3340-3347,<br>3349-3401,3403-3407,3410,3635-3699,3878-3881,<br>3883,3888-3892,3902-3937,11169-11193. |
| L     | 111-A-100-W-1           | 26,000 GALLON NC/NI    | 26        | GATX         | 53902-53927.  |
| M     | 111-A-100-W-1           | 26,000 GALLON IC/NI    | 31        | GATX         | 54069-54099.  |
| N     | 111-A-100-W-1           | 29,000 GALLON NC/NI    | 76        | GATX         | 29855-29888,29890-29898,29900-29906,<br>29929-29938,29940-29942,29944-29951,29953,<br>29955-29958.  |
| O     | 111-A-100-W-1           | 17,000 GALLON EC/I     | 122       | GATX         | 4414-4415,4417-4430,4434-4435,4437-4442,4445,<br>4447-4475,4477-4478,4480-4483,4487-4519,<br>4521-4534,4537,4540-4552,4553.   |
| P     | 111-A-100-W-1           | 25,000 GALLON EC/I     | 23        | GATX         | 57778-57800.  |
| Q     | 105-S-500-W/112-S-400-W | 17,300 GALLON NC/I     | 16        | GATX         | 68784-68799.  |
| R     | 105-S-300-W             | 20,000 GALLON NC/I     | 20        | GATX         | 26338-26350,26356-26359,84270-84272.  |
| S     | 105-J-300-W             | 33,500 GALLON NC/I     | 53        | GATX         | 66101-66153.  |
| T     | 105-A-500-W             | 20,000 GALLON NC/I     | 16        | GATX         | 7821-7836.  |
| U     | 105-A-500-W/105-J-400-W | 33,500 GALLON NC/I     | 150       | GATX         | 61501-61650.  |
| V     | COVERED HOPPER          | 5700 Cu. Ft.           | 6         | GACX         | 74156,74158,74163-74165,74167.  |
|       |                         | 1990 TOTAL             | 1,311     |              |   |
| W     | 111-A-100-W-1           | 27,000 GALLON EC/I     | 18        | GATX         | 54039-54042,54055-54068.  |
| X     | 111-A-100-W-1           | 29,000 GALLON NC/NI    | 5         | GATX         | 29815,29816,29827-29829.  |
| Y     | 111-A-100-W-1           | 17,000 GALLON EC/I     | 7         | GATX         | 4431,4432,4436,4443,4444,4446,4433.   |
|       |                         | 1989 TOTAL             | 30        |              |   |
|       |                         | GRAND TOTAL            | 1,341     |              |   |