

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*
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JOHN H. DOYLE*
JAMES C. MARTIN, JR.*

200 WORLD CENTER BUILDING

918 SIXTEENTH STREET, N.W.

WASHINGTON, D.C.

20006-2973

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440367 A AND A

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* 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

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INTERSTATE COMMERCE COMMISSION

Dear Mr. Strickland:

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

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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

-C

[Execution Copy]

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INTERSTATE COMMERCE COMMISSION

TRUST INDENTURE SUPPLEMENT
(GATC Trust No. 91-1) No. 1

Dated as of September 12, 1991

by

THE CONNECTICUT NATIONAL BANK,
Owner Trustee

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.

[Execution Copy]

TRUST INDENTURE SUPPLEMENT
(GATC Trust No. 91-1) NO. 1

This INDENTURE SUPPLEMENT (GATC Trust No. 91-1) No. 1, dated as of September 12, 1991, (this "Indenture Supplement"), of The Connecticut National Bank, a national banking association, not in its individual capacity but solely as trustee (the "Owner Trustee") under the Trust Agreement (GATC Trust No. 91-1), dated as of September 5, 1991 (the "Trust Agreement"), between the Owner Trustee in its individual capacity and General Foods Credit Corporation, a Delaware corporation, as Owner Participant;

W I T N E S S E T H :

WHEREAS, Trust Indenture and Security Agreement (GATC Trust No. 91-1) dated as of September 5, 1991 (the "Indenture"), between the Owner Trustee and Harris Trust and Savings Bank 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 the Equipment, by having attached thereto a copy of the Lease Supplement, and shall specifically mortgage the Equipment to the Indenture Trustee; and

WHEREAS, the Indenture relates to the Equipment described in the copy of the Lease Supplement of even date herewith attached hereto and made a part hereof, and a counterpart of the Indenture is attached to and made a part of this Indenture Supplement;

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 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, the property comprising the Equipment described in the copy of the Lease Supplement attached hereto (ii) has sold, assigned, transferred and set over,

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 each 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.

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.

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

By: 
Title: Trust Officer

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this ____ day of September, 1991, before me personally appeared Judy Bartolini, to me personally known, who being by me duly sworn, say that she is a Vice President of HARRIS TRUST AND SAVINGS BANK, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and she 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 CONNECTICUT)
) SS
COUNTY OF HARTFORD)

On this 5th 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]

DAWN PICCOLI HEINTZ
NOTARY PUBLIC
My commission expires: _____ MY COMMISSION EXPIRES MARCH 31, 1992

[Conformed Copy]

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

Dated as of September 12, 1991

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: /s/ W. R. Munroe
Name: W. R. Munroe
Title: Trust Officer

LESSEE:

GENERAL AMERICAN TRANSPORTATION
CORPORATION

By: /s/ E. Paul Dunn, Jr.
Name: E. Paul Dunn, Jr.
Title: Treasurer

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 52826,56765-56785.
B	COVERED HOPPER	5125 Cu. Ft. POWER-FLO	41	GACX	10150-10174,10175-10177,10179,10180, 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, 4539,4554,4555.
I	111-A-100-W-1	13,000 GALLON EC/I	59	GATX	50080-50099,69276-69285,69295-69298 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, 3286-3299,3301-3332,3334,3335,3340-3347, 3349-3401,3403-3407,3410,3635-3699,3878-3881, 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, 29929-29938,29940-29942,29944-29951,29953, 29955-29958.
O	111-A-100-W-1	17,000 GALLON EC/I	122	GATX	4414-4415,4417-4430,4434-4435,4437-4442,4445, 4447-4475,4477-4478,4480-4483,4487-4519, 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		