

RECEIVED
SURFACE TRANSPORTATION
BOARD

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RECORDATION NO. 17521-D, E, F FILED

JUL 8 '97 3-40PM

July 8, 1997

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

Re: GATC Trust No. 91-1

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 secondary documents, all dated as of December 9, 1996: (1) Lease Supplement No. 3, (2) Trust Indenture Supplement No. 3 and (3) Bill of Sale and Partial Release.

The enclosed documents relate to the Equipment Lease Agreement (GATC Trust No. 91-1) and secondary documents related thereto which was previously filed with the Board under Recordation Number 18934.

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

Lease Supplement No. 3

Lessor: Fleet National Bank
50 Kennedy Plaza
Providence, Rhode Island 02903

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

Courtesy of - Billy Nason

Mr. Vernon A. Williams
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Trust Indenture Supplement No. 3
and Bill of Sale and Partial Release

Owner Trustee: Fleet National Bank
50 Kennedy Plaza
Providence, Rhode Island 02903

Indenture Trustee: Harris Trust and Savings Bank
PO Box 755
Chicago, Illinois 60690

A description of the railroad equipment covered by the enclosed documents is:

railcars designated as GACX 56742 and GACX 56743 are added to the Lease and Trust Indenture and railcars GACX 56778 and GACX 56819 are deleted therefrom.

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

LEASE SUPPLEMENT NO. 3
(GATC Trust No 91-1)

JUL 8 '97 3:40PM

This Lease Supplement No. 3, dated as of December 9, 1996 between Fleet National Bank, as successor to Shawmut Bank Connecticut, N.A., a National Banking Association, 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. 91-1) dated as of September 5, 1991 (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 Equipment 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 Sections 2 and 11.4 of the Lease, the Lessor and the 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 and such Units comply in all material respects with the specifications for such Units and are in good working order.
2. 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.
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 Units set forth on Schedule 1 hereto are in substitution for, and shall be deemed to have the same Equipment Cost, Stipulated Loss Values and Termination Values as, the Units set forth on Schedule 2 hereto.
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 in the Lease.
6. The execution and delivery of this Lease Supplement shall in no way relieve or decrease the responsibility of any manufacturer for the warranties it has made with respect to any Unit.

SCHEDULE 1

<u>Description</u>	<u>DOT Class</u>	<u>Car Marking</u>
C413	AARL/O	GACX 56742
C413	AARL/O	GACX 56743

State of Connecticut)
) SS
County of HARTFORD)

On this 22nd day of MAY, 1997, before me personally appeared STEVEN CIMALORE, to me personally known, who being by me duly sworn, say that he is VICE PRESIDENT of Fleet National Bank, as successor to Shawmut Bank, Connecticut, N.A. 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.



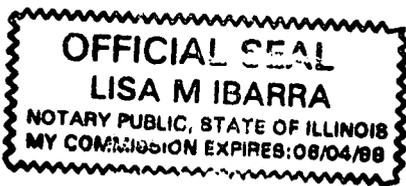
Notary Public

[Notarial Seal]

My commission expires: **DAWN P. HEINTZ**
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 1997

State of Illinois)
) SS
County of Cook)

On this 19th day of March, 1997, before me personally appeared Donald J. Schaffner to me personally known, who being by me duly sworn, say that he is VP & 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:

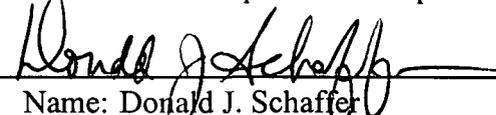
7. All of the terms and provisions of the Lease are hereby incorporated by reference in this Lease Supplement to the same extent as if fully set forth herein.
8. To the extent that this Lease Supplement constitutes chattel paper (as each term is defined in the Uniform Commercial Code) no security interest 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.
9. 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.
10. 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.

Fleet National Bank, as successor to Shawmut Bank
Connecticut, N.A., not in its individual capacity, but
solely as Owner Trustee

By: 
Name: **STEVE CIMALORE**
Title: VICE PRESIDENT

General American Transportation Corporation

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