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RECORDATION NO. 17521-D, E, F FILED

OCT 21 '97 11-15 AM

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

OF COUNSEL  
URBAN A. LESTER

October 21, 1997

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 each of the following secondary documents: (1) Lease Supplement No. 2, dated as of October 6, 1997; (2) Trust Indenture Supplement No. 2, dated October 6, 1997; and (3) Bill of Sale and Partial Release, dated October 6, 1997.

The enclosed documents relate to the Equipment Lease Agreement (GATC 91-1), and secondary documents related thereto which were previously filed with the Commission under Recordation Number 17521.

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

Lease Supplement No. 2

Lessor: Fleét National Bank  
(successor to Shawmut Bank Connecticut, N.A.)  
777 Main Street  
Hartford, Connecticut 06115

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

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RECEIVED  
SURFACE TRANSPORTATION  
BOARD

*Counterparts - GATC*

Vernon A. Williams  
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Trust Indenture Supplement No. 2  
and Bill of Sale and Partial Release

Owner Trustee: Fleet National Bank  
(successor to Shawmut Bank Connecticut, N.A.)  
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:

railcars GATX 69322, GATX 69329, GATX 07430 and GATX 07434 are deleted from, and railcars GATX 60227 and GATX 60228 are 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

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**LEASE SUPPLEMENT NO. 2  
(GATC Trust No 91-1)**

This Lease Supplement No. 2, dated as of January 12, 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 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.

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

By:   
Name: **STEVEN CIMALORE**  
Title: **Attorney-In-Fact**

General American Transportation Corporation

By:   
Name: Donald J. Schaffer  
Title: VP Finance & CFO

SCHEDULE 1

<u>Description</u>	<u>DOT Class</u>	<u>Car Marking</u>
Tank Car	111A100-W-1	GATX 60227
Tank Car	111A100-W-1	GATX 60228

State of Connecticut )  
 ) SS  
County of HARTFORD )

On this 6<sup>th</sup> day of OCTOBER, 1997, before me personally appeared STEVEN CIMALORE, to me personally known, who being by me duly sworn, say that he is Attorney-In-Fact of Fleet 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



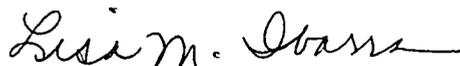
[Notarial Seal]

**DAWN P. HEINTZ**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES MAY 31, 2002

My commission expires:

State of Illinois )  
 ) SS  
County of Cook )

On this 16<sup>th</sup> day of June, 1997, before me personally appeared Donald J. Schaffer, to me personally known, who being by me duly sworn, say that he is VP Finance & CEO 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: