

RECORDATION NO. 20245-F FILED

AUG - 1 2001 2:37 PM

SURFACE TRANSPORTATION BOARD

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

OF COUNSEL
URBAN A. LESTER

July 31, 2001

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 a Bill of Sale and Partial Release, dated September 14, 2000, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Equipment Lease Agreement (GATC Trust No. 96-2) which was previously filed with the Board under Recordation Number 20245.

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

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

Indenture Trustee: Bank One Trust Company, NA
One First National Plaza
Chicago, Illinois 60670

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

Three (3) railcars are being released: GATX 061970, GATX 062021, and GATX 062027.

Mr. Vernon A. Williams
July 31, 2001
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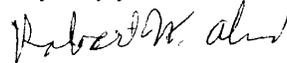
A short summary of the document to appear in the index is:

Bill of Sale and Partial Release, dated September 14, 2000, between First Security Bank, N.A., Owner Trustee, and Bank One Trust Company, Indenture Trustee.

Also enclosed is a check in the amount of \$28.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Robert W. Alvord".

Robert W. Alvord

RWA/bjg
Enclosures

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BILL OF SALE AND PARTIAL RELEASE

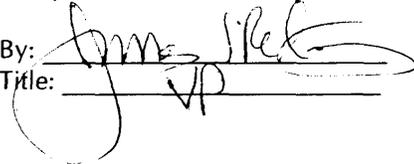
SURFACE TRANSPORTATION BOARD

First Security Bank, N.A. not in its individual capacity, but solely as Owner Trustee under GATC Trust 96-2 (the "Lessor") under an Equipment Lease Agreement (GATC Trust 96-2) dated as of August 28, 1996 (the "Lease") between the Lessor and GATX Rail Corporation name changed from 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 061970, GATX 062021 and GATX 062027 (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 have terminated.

Bank One Trust Company, NA, as Indenture Trustee (the "Indenture Trustee") under a Trust Indenture and Security Agreement (GATC Trust 96-2) 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 Security Agreement and hereby acknowledges that the Units are no longer subject to the Lease.

Dated: September 14, 2000

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

By: 
Title: VP

Bank One Trust Company, NA
not in its individual capacity, but
solely as Indenture Trustee

By: _____
Title: _____

BILL OF SALE AND PARTIAL RELEASE

First Security Bank, N.A. not in its individual capacity, but solely as Owner Trustee under GATC Trust 96-2 (the "Lessor") under an Equipment Lease Agreement (GATC Trust 96-2) dated as of August 28, 1996 (the "Lease") between the Lessor and GATX Rail Corporation name changed from 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 061970, GATX 062021 and GATX 062027 (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 have terminated.

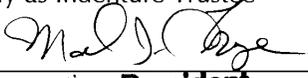
Bank One Trust Company, NA, as Indenture Trustee (the "Indenture Trustee") under a Trust Indenture and Security Agreement (GATC Trust 96-2) dated as of August 28, 1996 (the "Indenture") between the Lessor and the Indenture Trustee hereby terminates, releases and discharges its security interest in the Units under the Security Agreement and hereby acknowledges that the Units are no longer subject to the Lease.

Dated: September 14, 2000

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

By: _____
Title: _____

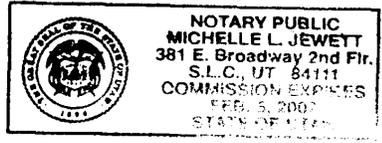
Bank One Trust Company, NA
not in its individual capacity, but
solely as Indenture Trustee

By: 
Title: ice President

State of Utah)
) SS
County of Salt Lake)

On this 14 day of JUNE, 2000, before me personally appeared Jim Peters, to me personally known, who being by me duly sworn, say that he/she is VP 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 he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public Michelle L. Jewett



[Notarial Seal]

My commission expires: JUN 5 2002

State of Illinois)
) SS
County of Cook)

On this _____ day of _____, 2000, before me personally appeared _____, to me personally known, who being by me duly sworn, say that he is _____ of Bank One Trust Company, NA, 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 Utah)
) SS
County of Salt Lake)

On this _____ day of _____, 2000, before me personally appeared _____, to me personally known, who being by me duly sworn, say that he/she is _____ 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 he/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 Illinois)
) SS
County of Cook)

On this 11th day of October, 2000, before me personally appeared MARK I FRYE, to me personally known, who being by me duly sworn, say that he is **Vice President** of Bank One Trust Company, NA, 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: