RECORDATION NO. 20244-Y FILED

DEC 19 '00 2-39 PM

TS

SURFACE TRANSPORTATION BOARD

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

OF COUNSEL
URBAN A. LESTER

December 19, 2000

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

Re: GATC 96-1

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are five (5) copies of the following document, dated as of October 31, 2000: Lease Supplement No. 9 (GATC Trust No. 96-1).

The enclosed document relates to the Equipment Lease Agreement (GATC 96-1) previously filed with the Board under Recordation Number 20244.

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

Lease Supplement No. 9

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

Lessee: GATX Rail Corporation, f/k/a
General American Transportation
Corporation
500 West Monroe Street
Chicago, Illinois 60661

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

one (1) railcar being ADDED to the Lease:
GATX 006353

one (1) railcar being DELETED from the Lease:
GATX 006392

Also enclosed is a check in the amount of $26.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of each of the enclosed documents to the undersigned.

Very truly yours,

Robert W. Alvord

RWA/anm
Enclosures

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SURFACE TRANSPORTATION BOARD

LEASE SUPPLEMENT NO. 9
(GATC Trust No 96-1)

This Lease Supplement No. 9, dated as of October 31, 2000, between First Security Bank, N.A., not in its individual capacity but solely as Owner Trustee under the Trust Agreement ("Lessor"), and GATX Rail Corporation formerly named 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. 96-1) dated as of August 28, 1996 (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 Replacement Unit 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 Unit 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.

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

By: _____
Name:
Title: Janeen R. Higgs
Vice President

GATX Rail Corporation formerly named General American Transportation Corporation

By: _____
Name: Donald J. Schaffer
Title: Vice President

State of Utah)
) SS
County of)

On this 13 day of November, 2000, before me personally appeared Janeen R. Higgs, to me personally known, who being by me duly sworn, say that he is Vice President 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 acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sydnee Madsen

Notary Public

[Notarial Seal]

NOTARY PUBLIC
SYDNEE MADSEN
79 So. Main St. 3rd Fl.
Salt Lake City, UT 84111
COMMISSION EXPIRES
MAY 6, 2003
STATE OF UTAH

My commission expires:

State of Illinois)
) SS
County of Cook)

On this 31st day of October, 2000, before me personally appeared Donald J. Schaffer, to me personally known, who being by me duly sworn, say that he is Vice President of GATX Rail Corporation formerly named General American Transportation Corporation, that said instrument was signed on such date no 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.

Patricia Lodge

Notary Public

[Notarial Seal]

My commission expires:

OFFICIAL SEAL
PATRICIA LODGE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:01/25/03

SCHEDULE 1

Car Type	DOT Class	Car Marking
T054	111A100-W-2	GATX 006353