

18345-G

**TRUST INDENTURE SUPPLEMENT NO. 3
(GATC Trust No. 93-1B)**

MAY 14 1996

This Indenture Supplement No. 3 (GATC Trust No. 93-1B), dated March 26, 1996 (this "*Indenture Supplement*"), of Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity but solely as trustee (the "*Owner Trustee*") under the Trust Agreement (GATC Trust No. 93-1B), dated as of July 21, 1993 (the "*Trust Agreement*"), between the Owner Trustee in its individual capacity and First Security Bank of Utah, N.A., a national banking association, as Owner Participant; to The First National Bank of Chicago, not in its individual capacity but solely as Indenture Trustee (the "*Indenture Trustee*").

WITNESSETH:

WHEREAS, the Trust Indenture and Security Agreement (GATC Trust No. 93-1B) dated as of July 21, 1993 (the "*Indenture*"), between the Owner Trustee and the Indenture Trustee provides for the execution and delivery of Indenture Supplements thereto substantially in the form hereof which shall particularly describe any Replacement Units by having attached thereto a copy of the Lease Supplement relating to such Replacement Units, and shall specifically mortgage such Replacement Units to the Indenture Trustee; and

WHEREAS, the Indenture relates to the Replacement Units described in the copy of the Lease Supplement of even date herewith attached hereto and made a part hereof.

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 and 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, a security interest in and mortgage lien on all right, title and interest of the Owner Trustee in and to the property comprising the Replacement Units described in the copy of the Lease Supplement attached hereto, and (ii) has sold, assigned, transferred and set over, a security interest in and mortgage lien on 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 is hereby ratified, approved and confirmed.

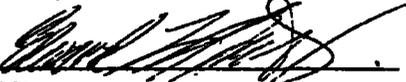
This Supplement may be executed by the Owner Trustee in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Supplement.

The terms used herein are used with the meanings specified in the Indenture.

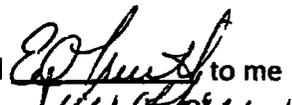
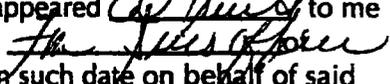
AND FURTHER, the Owner Trustee hereby acknowledges that the Equipment referred to in the aforesaid Lease Supplement attached hereto and made a part hereof has been delivered to the Owner Trustee and is included in the property of the Owner Trustee covered by all the terms and conditions of the Trust 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.

Wilmington Trust Company
not in its individual capacity,
but solely as Owner Trustee

By: 
Name: **EDWARD L. TRUITT, JR.**
Title: **Financial Services Officer**

State of Delaware)
) SS
County of New Castle)

On this 26 day of March, 1996, before me personally appeared  to me personally known, who being by me duly sworn, say that he is  Financial Services Officer Wilmington Trust Company, 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

CHERYL ANN MACNEILL
NOTARY PUBLIC
My commission expires November 2, 1997

SEAL

My Commission Expires: