

RECORDATION NO. 20245-3 FILED

OCT 27 '03 1-16 PM

SURFACE TRANSPORTATION BOARD

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

October 27, 2003

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 three (3) copies of the following secondary document: Lease Supplement No. 3, dated as August 8, 2003.

The enclosed document relates to the Equipment Lease (GATC 96-2) filed with the Board under Recordation Number 20245.

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

Owner Trustee/
Lessor: Wells Fargo Bank Northwest N.A.
79 South Main Street 3rd Floor
Salt Lake City, UT 84111

Lessee: GATX Financial Corporation
500 West Monroe Street
Chicago, Illinois 60601

Mr. Vernon A. Williams
October 27, 2003
Page Two

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

Railcar GATX 009641 is being replaced by Railcar GATX 062266.

A short summary of the document to appear in the index follows:

Lease Supplement No. 3

Also enclosed is a check in the amount of \$30.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of each of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/anr
Enclosures

RECORDATION NO. 20245-J FILED

LEASE SUPPLEMENT NO. 3 OCT 27 '03 1-16 PM
(GATC Trust No 96-2)

SURFACE TRANSPORTATION BOARD

This Lease Supplement No. 3, dated as of August 8, 2003, between Wells Fargo Bank Northwest, N.A., not in its individual capacity but solely as Owner Trustee under the Trust Agreement ("Lessor"), and GATX Financial Corporation, a Delaware corporation, successor by merger to GATX Rail Corporation, a New York corporation ("Lessee");

WITNESSETH:

The Lessor and the Lessee have heretofore entered into that certain Equipment Lease Agreement (GATC Trust No. 96-2) 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.

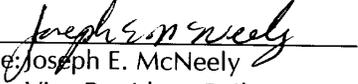
5. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

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.

Wells Fargo Bank Northwest, N.A., not in its individual capacity, but solely as Owner Trustee

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

GATX Financial Corporation

By: 
Name: Joseph E. McNeely
Title: Vice President, Rail Division

State of Utah)
) SS
County of)

On this 14TH day of OCTOBER, 2003, before me personally appeared Janeen R. Higgs, to me personally known, who being by me duly sworn, say that she/he is a Vice President of Wells Fargo Bank Northwest, 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

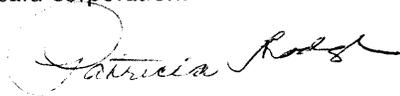
[Notarial Seal]



My commission expires:

State of Illinois)
) SS
County of Cook)

On this 8TH day of August 2003, before me personally appeared Joseph E. McNeely, to me personally known, who being by me duly sworn, say that he is a Vice President of GATX Financial Corporation, successor by merger to GATX Rail 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.



Notary Public

[Notarial Seal]



My commission expires:

SCHEDULE 1

Car Type

DOT Class

Car Marking

T389

112J340-W

GATX 062266