

RECORDATION NO.

20245-K  
FILED

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
1050 SEVENTEENTH STREET, N.W.  
SUITE 301  
WASHINGTON, D.C.  
20036  
(202) 393-2266  
FAX (202) 393-2156  
E-MAIL alvordlaw@aol.com

OCT 27 '03 1-23 PM  
SURFACE TRANSPORTATION BOARD

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

OF COUNSEL  
URBAN A. LESTER

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: Trust Indenture Supplement No. 3, dated August 8, 2003.

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

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

Indenture Trustee: Bank One Trust Company, NA  
One Bank Plaza  
Suite 0126  
Chicago, IL 60670

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

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:

Trust Indenture 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

20245-K FILED

**TRUST INDENTURE SUPPLEMENT NO. 3  
(GATC Trust No. 96-2)**

OCT 27 '03

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SURFACE TRANSPORTATION BOARD

This Indenture Supplement No. 3 (GATC Trust No. 96-2), dated August 8, 2003 (this "Indenture Supplement"), of Bank One Trust Company, NA, not in its individual capacity but solely as trustee (the "Owner Trustee") under the Trust Agreement GATC Trust No. 96-2, dated as of August 28, 1996 (the "Trust Agreement"), between the Owner Trustee in its individual capacity and AmSouth Leasing Corporation, as Owner Participant;

WITNESSETH:

WHEREAS, the Trust Indenture and Security Agreement (GATC Trust No. 96-2) dated as of August 28, 1996 (the "Indenture"), between the Owner Trustee and Bank One Trust Company, NA, as Indenture Trustee (the "Indenture Trustee"), provides for the execution and delivery of Indenture Supplements thereto substantially in the form hereof which shall particularly describe any Replacement Unit by having attached thereto a copy of the Lease Supplement No. 3 relating to such Replacement Unit, and shall specifically mortgage such Replacement Unit to the Indenture Trustee; and

WHEREAS, the Indenture relates to the Replacement Unit described in the copy of the Lease Supplement No. 3 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 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 Unit described in the copy of the Lease Supplement No. 3 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.

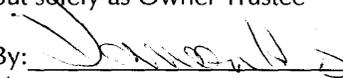
This Supplement may be executed by the Owner Trustee in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Supplement.

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 No. 3 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 and Indenture Trustee have caused this Indenture Supplement to be duly executed by one of its duly authorized officers, as of the day and year first above written.

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

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

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

By: \_\_\_\_\_  
Name:  
Title:

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 No. 3 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 and Indenture Trustee have caused this Indenture Supplement to be duly executed by one of its duly authorized officers, as of the day and year first above written.

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

By: \_\_\_\_\_  
Name:  
Title:

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

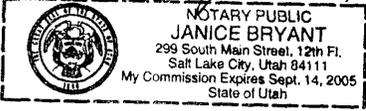
By:   
Name: STEVEN E. CHARLES  
Title: VICE PRESIDENT

State of Utah )  
 ) SS  
County of Salt Lake )

On this 14<sup>th</sup> day of OCTOBER, 2003, before me personally appeared **Janeen R. Higgs**, to me personally known, who being by me duly sworn, say that he/she 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

SEAL  
My Commission Expires:



State of Illinois )  
 ) SS  
County of Cook )

On this \_\_\_ day of \_\_\_\_\_, 2003, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, say that he/she is a \_\_\_\_\_ 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

SEAL  
My Commission Expires:

State of Utah )  
 ) SS  
County of Salt Lake )

On this \_\_\_ day of \_\_\_\_\_, 2003, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, say that he/she is a \_\_\_\_\_ 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

SEAL  
My Commission Expires:

State of Illinois )  
 ) SS  
County of Cook )

On this 20<sup>th</sup> day of August, 2003, before me personally appeared STEVEN E. CHARLES, to me personally known, who being by me duly sworn, say that he/she is a 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.

Sheila Sheree Reaves  
Notary Public

SEAL  
My Commission Expires:

"OFFICIAL SEAL"  
Sheila Sheree Reaves  
Notary Public, State of Illinois  
Cook County  
My Commission Expires 08-09-05

SCHEDULE 1

Car Type

DOT Class

Car Marking

T389

112J340-W

GATX 062266