RECORDATION NO. 20897-P FILED

DEC 2 2 '03 12-29 PM

SURFACE TRANSPORTATION BOARD

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

OF COUNSEL
URBAN A. LESTER

December 22, 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 four (4) copies of the following secondary document: Trust Indenture Supplement No. 5, dated November 5, 2003.

The enclosed document relates to the Trust Indenture (GARC Trust No. 97-3) previously filed with the Board under Recordation Number 20897.

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

Owner Trustee: U.S Bank National Association
(successor to State Street Bank and
Trust Company of Connecticut, N.A.)
225 Franklin Street
Boston, Massachusetts 02110

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

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

Railcar GACX 006861 is added to the Trust Indenture

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

Trust Indenture Supplement No. 5

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 stamped copies of each of the enclosed document to the undersigned.

Very truly yours,

Robert W. Alvord

RWA/anr
Enclosures

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SURFACE TRANSPORTATION BOARD

TRUST INDENTURE SUPPLEMENT NO. 5
(GARC Trust No. 97-3)

This Indenture Supplement No. 5 (GARC Trust No. 97-3), dated November 5, 2003 (this "Indenture Supplement"), of U.S. Bank National Association, successor to State Street Bank and Trust Company of Connecticut N.A., not in its individual capacity but solely as trustee (the "Owner Trustee") under the Trust Agreement (GARC Trust No. 97-3), dated as of September 24, 1997 (the "Trust Agreement"), between the Owner Trustee in its individual capacity and Wells Fargo Equipment Finance, Inc. as Owner Participant ("Owner Participant");

WITNESSETH:

WHEREAS, the Unit covered by the Trust Indenture and Security Agreement (GARC Trust No. 97-3) dated as of September 24, 1997 (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 each of which shall particularly describe the Unit covered by a related Lease Supplement under the Lease, by having attached thereto a copy of such related Lease Supplement, and shall specifically mortgage such Unit to the Indenture Trustee; and

WHEREAS, the Indenture includes the Equipment described in Lease Supplement No. 5 dated coincident herewith and made a part hereof and Schedule 1 hereto; and

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 Unit described in the copy of the Lease Supplement No. 5 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 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.

U.S. Bank National Association, successor to
State Street Bank and Trust Company
of Connecticut N.A., not in its individual
capacity, but solely as Owner Trustee

By: _____
Name: ALISON D.B. NADEAU
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 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.

U.S. Bank National Association, successor to
State Street Bank and Trust Company
of Connecticut 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: Steven E Chad
Name:
Title:

State of Commonwealth of Massachusetts)
) SS
County of Suffolk)

On this 20th day of November, 2003, before me personally appeared ALISON D.B. NADEAU to me personally known, who being by me duly sworn, say that he/she is a VICE PRESIDENT of U.S. Bank National Association, successor to State Street Bank and Trust Company of Connecticut 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.

Paul A. Frezzini
Notary Public

SEAL
My Commission Expires: 11/24/2006

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 Commonwealth of Massachusetts)
) SS
County of Suffolk)

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 U.S. Bank National Association, successor to State Street Bank and Trust Company of Connecticut 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 14th day of November, 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: 8/9/2005

"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
C114	Covered Hopper	GACX 006861