

RECORDATION NO. 20244-LL FILED

DEC 10 '04 4-50 PM

SURFACE TRANSPORTATION BOARD

OF COUNSEL  
URBAN A. LESTER

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

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

December 6, 2004

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

Re: GATC Trust No. 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 November 8, 2004: Lease Supplement No. 12.

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:

Lessor: Wells Fargo Bank Northwest, N.A.  
79 South Main Street  
Salt Lake City, Utah 84111

Lessee: GATX Financial Corporation  
500 West Monroe Street  
Chicago, Illinois 60661

Mr. Vernon A. Williams  
December 6, 2004  
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A description of the railroad equipment covered by the enclosed document is:

Three (3) Railcars GATX 008718, GATX 005310 and GATX 005311.

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

Lease Supplement No. 12.

Also enclosed is a check in the amount of \$32.00 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

RECORDATION NO. 20895-LL FILED

**LEASE SUPPLEMENT NO. 12  
(GATC Trust No 96-1)**

DEC 10 '04 4-50 PM

SURFACE TRANSPORTATION BOARD

This Lease Supplement No. 12, dated as of November 8, 2004, 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. 96-1) 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 Units to be leased to the Lessee in substitution for damaged or destroyed equipment previously leased to Lessee.

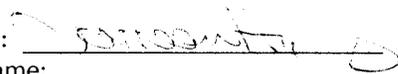
Now, therefore, in consideration of the premises and other good and sufficient consideration, and pursuant to Section 2 of the Lease, the Lessor and the Lessee hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as herein supplemented, the Units 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.

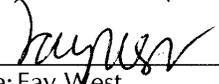
5. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

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**

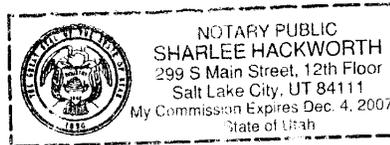
GATX Financial Corporation

By:   
Name: Fay West  
Title: Vice President & Controller,  
Rail Division

State of Utah )  
 ) SS  
County of )

On this 12<sup>TH</sup> day of November, 2004, before me personally appeared Janeen R. Higgs, to me personally known, who being by me duly sworn, say that he is 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

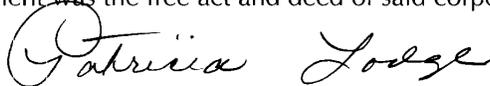


[Notarial Seal]

My commission expires:

State of Illinois )  
 ) SS  
County of Cook )

On this 8<sup>TH</sup> day of November, 2004, before me personally appeared Fay West, to me personally known, who being by me duly sworn, say that she is a Vice President & Controller, Rail Division 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 she 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

<u>Car Type</u>	<u>DOT Class</u>	<u>Car Marking</u>
T054	111-A-100-W-2	GATX 008718
T054	111-A-100-W-2	GATX 005310
T054	111-A-100-W-2	GATX 005311