RECORDATION NO. 20244-MM FILED

DEC 10 '04 4-55 PM

SURFACE TRANSPORTATION BOARD

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)

OF COUNSEL
URBAN A. LESTER

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 November 8, 2004: Trust Indenture 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:

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

Indenture Trustee: JP Morgan Trust Company, N.A.
(successor in interest to
Bank One, National Association)
One First National Plaza
Chicago, IL 60670

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

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

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

Trust Indenture 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

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SURFACE TRANSPORTATION BOARD

TRUST INDENTURE SUPPLEMENT NO. 12
(GATC Trust No. 96-1)

This Indenture Supplement No. 12 (GATC Trust No. 96-1), dated November 8, 2004 (this "Indenture Supplement"), of Wells Fargo Bank Northwest, N.A., not in its individual capacity but solely as trustee the ("Owner Trustee") under the Trust Agreement (GATC Trust No. 96-1, dated as of August 28, 1996 (the "Trust Agreement"), between the Owner Trustee in its individual capacity and Dreyfus Service Corporation c/o Mellon Financial Services Corporation #4, as Owner Participant;

WITNESSETH:

WHEREAS, the Trust Indenture and Security Agreement (GATC Trust No. 96-1) dated as of August 28, 1996 (the "Indenture"), between the Owner Trustee and J.P. Morgan Trust Company, N.A., successor-in-interest to Bank One, National Association, as Indenture Trustee (the "Indenture Trustee"), provides for the execution and delivery of Indenture Supplement thereto substantially in the form hereof which shall particularly describe any Replacement Units by having attached thereto a copy of the Lease Supplement No. 12 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 No. 12 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 an to the property comprising the Replacement Units described in the copy of the Lease Supplement No. 12 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 No. 12 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. 12 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

J.P. Morgan Trust Company, N.A.,
successor-in-interest to Bank One, National Association, as Indenture Trustee

By: _____
Name: Mietka Collins
Title: Assistant Vice President

State of Utah)
) SS
County of)

On this 12th day of November, 2004, before me personally appeared Janeen R. Riggs, 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.

Sharlee Hackworth
Notary Public

SEAL
My Commission Expires:

NOTARY PUBLIC
SHARLEE HACKWORTH
299 S Main Street, 12th Floor
Salt Lake City, UT 84111
My Commission Expires Dec. 4, 2007
State of Utah

State of Illinois)
) SS
County of Cook)

On this 2nd day of December, 2004, before me personally appeared Mietka Collins, to me personally known, who being by me duly sworn, say that he/she is a AVP of J.P. Morgan Trust Company, N.A., successor-in-interest to Bank One, National Association, 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.

Rebekah S. Cole
Notary Public

SEAL
My Commission Expires:

"OFFICIAL SEAL"
Rebekah S. Cole
Notary Public, State of Illinois
My Commission Exp. 02/27/2007

SCHEDULE 1

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