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18407
RECORDATION NO. FILED 1425
SEP 24 1993 9:00 AM
INTERSTATE COMMERCE COMMISSION

September 24, 1993

3-267A005
18407 A
RECORDATION NO. FILED 1425
SEP 24 1993 9:00 AM
INTERSTATE COMMERCE COMMISSION
18407 B
RECORDATION NO. FILED 1425
SEP 24 1993 9:00 AM
INTERSTATE COMMERCE COMMISSION
18407 C
RECORDATION NO. FILED 1425
SEP 24 1993 9:00 AM
INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland, Jr., Secretary
Interstate Commerce Commission
Twelfth Street & Constitution Avenue, N.W.
Washington, DC 20423

Re: GATX Capital Corporation
Leveraged Lease Financing of Railroad Rolling Stock
(GATX Trust No. 93-A)

Dear Mr. Strickland:

We are enclosing for recording pursuant to Section 11303 of Title 49 of the United States Code an original and three counterparts of each of the two primary documents described below and the two secondary documents described below, which secondary documents are related to the enclosed primary documents. The undersigned has acted as special counsel in connection with the preparation of the enclosed documents and has knowledge of the matters set forth therein.

The enclosed primary documents are as follows:

Equipment Lease Agreement (GATX Trust No. 93-A) dated as of September 1, 1993, between Wilmington Trust Company, as trustee under GATX Trust No. 93-A, as lessor (the *"Lessor"*), and GATX Capital Corporation, as lessee (the *"Lessee"*).

Trust Indenture and Security Agreement (GATX Trust No. 93-A) dated as of September 1, 1993, between Wilmington Trust Company, as trustee under GATX Trust No. 93-A (the *"Owner Trustee"*), and State Street Bank and Trust Company of Connecticut, National Association, as indenture trustee (the *"Indenture Trustee"*).

The enclosed secondary documents are as follows:

Lease Supplement No. 1 (GATX Trust No. 93-A) dated September 24, 1993, between the Lessor and the Lessee. The primary document to which this Lease Supplement No. 1 is connected is the Equipment Lease Agreement referred to above and which is being submitted for recording concurrently herewith.

RECEIVED
SEP 24 1993
LICENSE SUBPOENA

Trust Indenture Supplement No. 1 (GATX Trust No. 93-A) dated September 24, 1993, of the Owner Trustee. The primary document to which this Trust Indenture Supplement No. 1 is connected is the Trust Indenture and Security Agreement referred to above and which is being submitted for recording concurrently herewith.

The names and addresses of the parties to the documents are as follows:

EQUIPMENT LEASE AGREEMENT AND LEASE SUPPLEMENT NO. 1

Lessee:	GATX Capital Corporation Four Embarcadero Center, Suite 2200 San Francisco, California 94111
Lessor:	Wilmington Trust Company, as trustee under GATX Trust No. 93-A 1100 North Market Street Rodney Square North Wilmington, Delaware 19890

TRUST INDENTURE AND SECURITY AGREEMENT

Owner Trustee:	Wilmington Trust Company, as trustee under GATX Trust No. 93-A 1100 North Market Street Rodney Square North Wilmington, Delaware 19890
Indenture Trustee:	State Street Bank and Trust Company of Connecticut, National Association 750 Main Street, Suite 1114 Hartford, Connecticut 06103

TRUST INDENTURE SUPPLEMENT NO. 1

Owner Trustee:	Wilmington Trust Company, as trustee under GATX Trust No. 93-A 1100 North Market Street Rodney Square North Wilmington, Delaware 19890

The Equipment Lease Agreement provides, *inter alia*, for the lease by the Lessor to the Lessee of certain container cars (the "*Units*"). The Trust Indenture and Security Agreement provides, *inter alia*, for the granting of a security interest in the Units in favor of the Indenture Trustee in order to secure the Owner Trustee's performance of certain obligations under the Trust Indenture and any Trust Indenture Supplement executed and

delivered from time to time and the Lessee's performance of certain obligations under the Equipment Lease and any Lease Supplement executed and delivered from time to time. Lease Supplement No. 1 and Trust Indenture Supplement No. 1 provide, *inter alia*, for the Equipment Lease Agreement and the Trust Indenture and Security Agreement, respectively, to apply to the 159 container cars bearing the road numbers set forth in Schedule 1 to Lease Supplement No. 1 and Schedule 1 to Trust Indenture Supplement No. 1, namely the road numbers set forth in Schedule 1 hereto.

A general description of the railroad equipment covered by each of the enclosed documents is set forth in Schedule 1 attached to this letter and made a part hereof.

A fee of sixty-four dollars ($64.00) is enclosed. Please time and date stamp the enclosed copy of each of the enclosed documents along with the extra copy of this letter as proof of filing and recordation of the enclosed documents and return the original and any extra copies of such documents and this letter not needed by the Commission for recordation to:

Ross D. Taylor
Chapman and Cutler
111 West Monroe Street
Chicago, Illinois 60603

A short summary of each of the documents to appear in the index follows:

(1) EQUIPMENT LEASE AGREEMENT:

Equipment Lease Agreement (GATX Trust No. 93-A) dated as of September 1, 1993 between Wilmington Trust Company, as trustee under GATX Trust No. 93-A, as Lessor, 1100 North Market Street, Rodney Square North, Wilmington, Delaware 19890, and GATX Capital Corporation, as Lessee, Four Embarcadero Center, Suite 2200 San Francisco, California 94111, covering container cars bearing the road numbers set forth in Schedule 1 to such Lease Supplements as may be executed and delivered from time to time pursuant to such Equipment Lease.

(2) TRUST INDENTURE AND SECURITY AGREEMENT:

Trust Indenture and Security Agreement (GATX Trust No. 93-A) dated as of September 1, 1993, between Wilmington Trust Company, as trustee under GATX Trust No. 93-A, 1100 North Market Street, Rodney Square North, Wilmington, Delaware 19890, and State Street Bank and Trust Company of Connecticut, National Association, as Indenture Trustee, 750 Main Street, Hartford, Connecticut 06103, covering container cars bearing the road numbers set forth in such Trust Indenture Supplements as may be executed and delivered from time to time pursuant to such Trust Indenture.

(3) LEASE SUPPLEMENT NO. 1:

Lease Supplement No. 1 (GATX Trust No. 93-A) dated September 24, 1993 between Wilmington Trust Company, as trustee under GATX Trust No. 93-A, as Lessor, 1100 North Market Street, Rodney Square North, Wilmington, Delaware 19890, and GATX Capital Corporation, as Lessee, Four Embarcadero Center, Suite 2200, covering 159 container cars bearing the road numbers set forth in Schedule 1 to such Lease Supplement No. 1, namely the road numbers set forth in Schedule 1 hereto. Lease Supplement No. 1 is related to the Equipment Lease Agreement (GATX Trust No. 93-A) dated as of September 1, 1993 which is filed concurrently therewith.

(4) TRUST INDENTURE SUPPLEMENT NO. 1:

Trust Indenture Supplement No. 1 (GATX Trust No. 93-A) dated September 24, 1993, of Wilmington Trust Company, as trustee under GATX Trust No. 93-A, 1100 North Market Street, Rodney Square North, Wilmington, Delaware 19890, covering 159 container cars bearing the road numbers set forth in Schedule 1 to such Trust Indenture Supplement No. 1, namely the road numbers set forth in Schedule 1 hereto. Trust Indenture Supplement No. 1 is related to the Trust Indenture and Security Agreement (GATX Trust No. 93-A) dated as of September 1, 1993 which is filed concurrently therewith.

Sincerely,

CHAPMAN AND CUTLER

By RDT
Ross D. Taylor

RDT
Enclosures

Schedule 1

SCHEDULE OF EQUIPMENT

One Hundred Maxi-Stack II 1/2 articulated 125-ton Double Stack container Cars, numbered SFLC 254200-254299, inclusive

Fifty-Nine Five Platform Maxi-Stack IBC Container Stack Cars, Car Numbers: SFFL 254300-254358, inclusive

Interstate Commerce Commission

Washington, D.C. 20423

9/24/93

OFFICE OF THE SECRETARY

Ross D. Taylor
Chapman And Cutler
111 West Monroe Street
Chicago, Illinois 60603

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/24/93 at 10:40am, and assigned recordation number(s). 18407, 18407-A, 18407-B & 18407-C

Sincerely yours,

Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

18407/C
SEP 24 1993 -10 10 AM
INTERSTATE COMMERCE COMMISSION

TRUST INDENTURE SUPPLEMENT (GATX TRUST NO. 93-A) NO. 1

THIS INDENTURE SUPPLEMENT (GATX Trust No. 93-A) No. 1, dated September 24, 1993, (this *"Indenture Supplement"*), of WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as trustee (the *"Owner Trustee"*) under the Trust Agreement (GATX Trust No. 93-A), dated as of September 1, 1993 (the *"Trust Agreement"*), between the Owner Trustee in its individual capacity and the Owner Participant named therein;

WITNESSETH:

WHEREAS, Trust Indenture and Security Agreement (GATX Trust No. 93-A) dated as of September 1, 1993 (the *"Indenture"*), between the Owner Trustee and STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, NATIONAL ASSOCIATION 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 the Equipment and shall specifically mortgage the Equipment to the Indenture Trustee; and

WHEREAS, the Indenture relates to the Equipment described on Schedule 1 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 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 Notes and in the 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 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 Equipment described on Schedule 1 attached hereto, and (ii) has sold, assigned, transferred and set over, a security interest in and a 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 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 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.

AND FURTHER, the Owner Trustee hereby acknowledges that the Equipment referred to in Schedule 1 hereto and 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 has caused this Indenture Supplement to be duly executed by one of its duly authorized officers, as of the day and year first above written.

WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Owner Trustee

By_____
Its Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 23rd day of September, 1993, before me personally appeared James P. Lawler, to me personally known, who being by me duly sworn, say that he is a Vice President of WILMINGTON TRUST COMPANY, 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.

Joanne Bruen
Notary Public

[NOTARIAL SEAL]

My commission expires:

OFFICIAL SEAL
JOANNE BRUEN
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. OCT. 14,1996

SCHEDULE OF EQUIPMENT

One Hundred Maxi-Stack II 1/2 articulated 125-ton Double Stack container Cars, numbered SFLC 254200-254299, inclusive

Fifty-Nine Five Platform Maxi-Stack IBC Container Stack Cars, Car Numbers: SFFL 254300-254358, inclusive

SCHEDULE 1
(to Trust Indenture Supplement (GATX Trust No. 93-A) No. 1)