

RECORDATION NO. 25514-E FILED

AUG 16 '07 -2 31' PM

SURFACE TRANSPORTATION BOARD

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OF COUNSEL
URBAN A LESTER

August 16, 2007

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

Re: GATX Trust No. 2005-1C

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Lease Supplement No. 2 (GATX Trust No. 2005-1C), dated as of June 8, 2007, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memoranda of Equipment Lease Agreement and Supplement No. 1 to Equipment Lease Agreement previously filed with the Board under Recordation Numbers 25514 and 25514-A, respectively.

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

- Lessor: Wells Fargo Bank Northwest, National Association
299 South Main Street, 12th Floor
Salt Lake City, Utah 84111
- Lessee: GATX Corporation (successor by merger
To GATX Financial Corporation)
500 West Monroe Street
Chicago, Illinois 60661

Mr. Vernon A. Williams

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

3 railcars ADDED: GATX 201397, GATX 201988 and GATX 203715.

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

Lease Supplement No. 2 (GATX Trust No. 2005-1C).

Also enclosed is a check in the amount of \$35.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert W. Alvord", with a horizontal line extending to the right.

Robert W. Alvord

RWA/sem
Enclosures

RECORDATION NO. 25514-E

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SURFACE TRANSPORTATION BOARD

**LEASE SUPPLEMENT NO. 2
(GATX Trust No. 2005-1C)**

This Lease Supplement No. 2, dated as of June 8, 2007, between Wells Fargo Bank Northwest, National Association, not in its individual capacity but solely as Owner Trustee under the Trust Agreement ("Lessor"), and GATX Corporation, a New York corporation, successor by merger to GATX Financial Corporation, a Delaware corporation ("Lessee");

WITNESSETH:

The Lessor and the Lessee have heretofore entered into that certain Equipment Lease Agreement (GATX Trust No. 2005-1C) dated as of March 23, 2005, (the "Lease"). The terms used herein are used with the meanings specified in the Lease.

The Lease provides for the execution and delivery of one or more Lease Supplements substantially in the form hereof for, among other things, the purpose of particularly describing all 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:

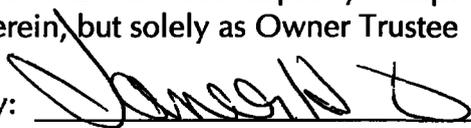
1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as herein supplemented, the Units described in Schedule 1 hereto.
2. All of the terms and provisions of the Lease are hereby incorporated by reference in this Lease Supplement to the same 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 or 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, National Association,
not in its individual capacity except as expressly provided
herein, but solely as Owner Trustee

By: _____



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

GATX Corporation

By: _____



Name: **William M. Muckian**
Title: **Vice President and Controller**

SCHEDULE 1

CAR MARKING

GATX 201397

GATX 201988

GATX 203715