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OF COUNSEL
URBAN A. LESTER

August 30, 2007

RECORDATION NO. 25512-N FILED

AUG 30 '07 -3 01 PM

SURFACE TRANSPORTATION BOARD

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

Re: GATX Trust No. 2005-1A

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Trust Indenture Supplement No. 5 (GATX Trust No. 2005-1A), dated as of August 6, 2007, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Trust Indenture and Security Agreement (GATX Trust No. 2005-1A) previously filed with the Board under Recordation Number 25512-B.

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

Owner Trustee: Wells Fargo Bank Northwest, National Association
299 South Main Street, 12th Floor
Salt Lake City, Utah 84111

Indenture Trustee: U.S. Bank National Association
Goodwin Square
225 Asylum Street, 23rd Floor
Hartford, CT 06103

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

1 railcar ADDED: GATX 201502.

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

Trust Indenture Supplement No. 5 (GATX Trust No. 2005-1A).

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,

Robert W. Alvord

RWA/sem
Enclosures

RECORDATION NO. 253

AUG 30 '07 -3

SURFACE TRANSPORTATION

TRUST INDENTURE SUPPLEMENT NO. 5
(GATX TRUST NO. 2005-1A)

This Indenture Supplement No. 5 (GATX Trust No. 2005-1A), dated August 6, 2007, (this "Indenture Supplement"), of Wells Fargo Bank Northwest, National Association, a national banking association, not in its individual capacity except as expressly provided herein but solely as owner trustee (the "Owner Trustee") under the Trust Agreement (GATX Trust No. 2005-1A), dated as of March 23, 2005 (the "Trust Agreement"), between the Owner Trustee in its individual capacity and Everen Capital Corporation, as Owner Participant;

WITNESSETH:

WHEREAS, the Trust Indenture and Security Agreement (GATX Trust No. 2005-1A) dated as of March 23, 2005 (the "Indenture"), between the Owner Trustee and U.S. Bank National Association 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;

WHEREAS, the Indenture includes the Equipment described in the copy of Lease Supplement No. 5 attached hereto and made a part hereof; and

WHEREAS, an executed counterpart of the Indenture is attached to this Indenture Supplement;

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 Equipment described in the copy of 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 such Lease Supplement (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.

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 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.

Wells Fargo Bank Northwest,
National Association, not in its
individual capacity except as
expressly provided herein but
solely as Owner Trustee

By: _____
Title: Vice President

U.S. Bank National Association,
not in its individual capacity, but
solely as IndentureTrustee

By: _____
Title: _____

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.

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 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.

Wells Fargo Bank Northwest,
National Association, not in its
individual capacity except as
expressly provided herein but
solely as Owner Trustee

By: _____
Title: _____

U.S. Bank National Association,
not in its individual capacity, but
solely as IndentureTrustee

By: K Mitchell
Title: VICE PRESIDENT

State of Utah)
) SS
County of Salt Lake)

On this 21 day of August, 2007, before me personally appeared Janeen R Higgs, to me personally known, who being by me duly sworn, say that he/she is a Vice President of Wells Fargo Northwest, National Association, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

NOTARY PUBLIC
JEANINE DILWORTH
299 S MAIN STREET
12TH FLOOR
SALT LAKE CITY, UT 84111
My Commission Expires Feb 09, 2008
State of Utah

My commission expires:

State of Connecticut)
) SS
County of Hartford)

On this _____ day of _____, 2007, 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, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he/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:

State of Utah)
) SS
County of Salt Lake)

On this _____ day of _____, 2007, before me personally appeared _____, to me personally known, who being by me duly sworn, say that he/she is a _____ of Wells Fargo Northwest, National Association, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he/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:

State of Connecticut)
) SS
County of Hartford)

On this 17th day of August, 2007, before me personally appeared Kathy L. Mitchell, to me personally known, who being by me duly sworn, say that he/she is a VICE PRESIDENT of U.S. Bank National Association, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Susan P. McNally

Notary Public

SUSAN P. McNALLY
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31,2010

[Notarial Seal]

My commission expires:

SCHEDULE 1

CAR MARKING

GATX 201502