

SECURITIES AND EXCHANGE COMMISSION

FORM S-3

Registration statement for specified transactions by certain issuers

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FILER

GATX CAPITAL CORP

CIK: **357019** | IRS No.: **941661392** | State of Incorporation: **DE** | Fiscal Year End: **1231**
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SIC: **6172** Finance lessors

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As filed with the Securities and Exchange Commission on September 9, 1999
Post-Effective Amendment No. 1

(Registration Statement No. 333-34879)
Registration No. 333-

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SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-3
REGISTRATION STATEMENT
under
THE SECURITIES ACT OF 1933

GATX CAPITAL CORPORATION
(Exact name of registrant as specified in its charter)

Delaware	94-1661392
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

Four Embarcadero Center
San Francisco, California 94111
(415) 955-3200

(Address, including zip code, and telephone number, including area
code, of registrant's principal executive offices)

THOMAS C. NORD, ESQ.
GATX Capital Corporation
Vice President and General Counsel
Four Embarcadero Center
San Francisco, California 94111
(415) 955-3200

(Name, address, including zip code, and telephone number,
including area code, of agent for service of process)

Copy to:

JOHN P. McENROE, ESQ.
Paul, Weiss, Rifkind, Wharton & Garrison

Approximate date of commencement of proposed sale to the public: From time to time after this registration statement becomes effective depending on market conditions and other factors.

If the only securities being registered on this form are being offered pursuant to dividend or interest reinvestment plans, please check the following box.

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933 other than securities offered only in connection with dividend or interest reinvestment plans, check the following box.

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box.

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to Be Registered	Amount to Be Registered(1)	Proposed Maximum Offering Price Per Unit	Proposed Maximum Aggregate Offering Price(1) (2)	Amount of Registration Fee(3)
Senior and Subordinated Debt Securities.....	\$500,000,000	(3) 100%	100%	\$139,000.00

(1) Or, if any debt securities are issued at an original issue discount, such greater principal amount as shall result in an aggregate offering price equal to \$500,000,000.

(2) Estimated solely for the purposes of determining the amount of the registration fee.

(3) In addition to the debt securities to be registered hereby, this registration statement carries forward \$16.0 million of debt securities previously registered pursuant to Registration Statement No. 333-34879. The filing fee previously paid with respect to such debt securities was \$4,720.00

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Commission, acting pursuant to said section 8(a), may determine.

The prospectus contained herein is a combined prospectus filed pursuant to Rule 429 under the Securities Act of 1933, as amended, and also relates to Registration Statement No. 333-34879.

This Registration Statement, which is a new registration statement, also constitutes Post-Effective Amendment No. 1 to Registration Statement No. 333-34879, and such post-effective amendment shall hereafter become effective concurrently with the effectiveness of this Registration Statement and in accordance with section 8(c) of the Securities Act of 1933, as amended.

Subject to completion, dated September 9, 1999

Prospectus

U.S. \$500,000,000

GATX CAPITAL CORPORATION
Four Embarcadero Center
San Francisco, CA 94111
(415) 955-3200

DEBT SECURITIES

We may offer to sell up to U.S. \$500,000,000 of our debt securities in one or more offerings. In this prospectus, we describe generally the terms of these debt securities, which will consist of senior securities and subordinated securities. We will describe the specific terms of the debt securities that we offer in a supplement or supplements to this prospectus at the time of each

offering. If any offering involves underwriters, dealers or agents, we will describe our arrangements with them in the prospectus supplement and if applicable, pricing supplements, that relate to that offering.

The Securities and Exchange Commission and state securities regulators have not approved or disapproved these securities, or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this prospectus is September 9, 1999

The information contained in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and we are not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

You should rely only on the information incorporated by reference or contained in this prospectus and any applicable prospectus supplement and pricing supplement, if any. We have not authorized anyone to provide you with information different from that contained in this prospectus. We are offering to sell, and seeking offers to buy, our debt securities only in jurisdictions where offers and sales are permitted. The information contained in this prospectus or the applicable prospectus supplement and pricing supplement, if any, is accurate only as of the date on the front of those documents, regardless of the time of delivery of this prospectus or the applicable prospectus supplement and pricing supplement, if any, or of any sale of our debt securities.

In this prospectus, "GATX Capital," "we," "us," "our" and the "Company" each refers to GATX Capital Corporation and its consolidated subsidiaries.

ABOUT THIS PROSPECTUS

The prospectus is part of a registration statement that we have filed with the Securities and Exchange Commission using a "shelf" registration process. Under this shelf registration, we may sell the securities described in this prospectus in one or more offerings up to a total dollar amount of \$500,000,000. We provide information to you about these securities in three documents that progressively provide more detail:

1. This prospectus which contains general information that may or may not apply to each offering of securities.
2. The applicable prospectus supplement, which will contain more specific information than this prospectus and may also add, update

or change information contained in this prospectus. To the extent information differs from this prospectus, you should rely on the different information in the applicable prospectus supplement.

3. The pricing supplement, if applicable, will provide final details about a specific offering and the terms of the offered securities, including their price. To the extent information differs from this prospectus or the prospectus supplement, you should rely on the different information in the pricing supplement.

You should read both this prospectus and any prospectus supplement or pricing supplement together with any additional information described under the heading "Where You Can Find More Information" below to learn more about the Company and the securities offered.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-3 under the Securities Act of 1933, as amended, with respect to the debt securities that we are offering by this prospectus. This prospectus does not contain all of the information set forth in the registration statement and its exhibits and schedules. Certain items are omitted in accordance with the rules and regulations of the SEC. For further information with respect to the Company and the securities offered hereby, reference is made to the registration statement of which this prospectus forms a part and the exhibits and any schedules filed with the registration statement of which this prospectus forms a part. Statements contained in this prospectus as to the contents of any contract or other document referred to are not necessarily complete and in each instance, if such contract or document is filed as an exhibit, reference is made to the copy of such contract or other document filed as an exhibit to the registration statement, each statement being qualified in all respects by such reference.

We file annual, quarterly and special reports, proxy statements and other information with the SEC. You may read and copy any document we file, including the registration statement, at the SEC's Public Reference Room at Room 1024, 450 Fifth Street, N.W., Washington, D.C. 20549 and at the SEC's regional offices located at Seven World Trade Center, Suite 1300, New York, New York 10048 and at Citicorp Center, Suite 1400, 500 West Madison Street, Chicago, IL 60661. For further information on the operation of the Public Reference Room, you may call the SEC at 1-800-SEC-0330. Our SEC filings are also available to the public over the Internet at the SEC's website at <http://www.sec.gov>.

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INFORMATION INCORPORATED BY REFERENCE

The SEC allows us to "incorporate by reference" the information in documents that we file with them. This means that we can disclose important information to you by referring you to those documents. The information

incorporated by reference is an important part of this prospectus, and information in documents that we file after the date of this prospectus and before the termination of the offering contemplated by this prospectus will automatically update and supersede information in this prospectus.

The following documents, which are on file with Commission, are incorporated by reference in and made a part of this prospectus:

- (a) the Company's Annual Report on Form 10-K for the year ended December 31, 1998; and
- (b) the Company's Quarterly Reports on Form 10-Q for the quarters ended March 31, 1999 and June 30, 1999.

We also incorporate by reference any future filings made with the SEC under sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended, until we sell all of the securities or otherwise terminate the offering of securities offered by this prospectus.

We will provide without charge, upon written or oral request, to each person to whom this prospectus is delivered, a copy of any or all of the documents described above which have been or may be incorporated by reference in this prospectus but not delivered with this prospectus. Such request should be directed to:

Thomas C. Nord, Esq.
Vice President and General Counsel
GATX Capital Corporation
Four Embarcadero Center
San Francisco, California 94111
Telephone Number: (415) 955-3200

DISCLOSURE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains or incorporates by reference forward-looking statements that have been made pursuant to the provisions of the Private Securities Litigation Reform Act of 1995. These forward-looking statements are not historical facts, but rather are based on our current expectations, estimates and projections about GATX Capital's industry, our beliefs and assumptions. Words such as "anticipates," "expects," "intends," "plans," "believes," "seeks," "estimates" and similar expressions are intended to identify forward-looking statements. These statements are not guarantees of future performance and are subject to certain risks, uncertainties and other factors, some of which are beyond our control, are difficult to predict and could cause actual results to differ materially from those expressed or forecasted in the forward-looking statements. Many of these risks and uncertainties will be described with particularity in the applicable prospectus supplement. We caution you not to place undue reliance on these forward-looking statements, which reflect our management's view only as of the date of this prospectus or the prospectus supplement containing such forward-looking statements. We are not obligated to update these statements or publicly release

the result of any revisions to them to reflect events or circumstances after the date of this prospectus or the applicable prospectus supplement, or to reflect the occurrence of unanticipated events.

THE COMPANY

We are a diversified global financial services company which provides asset-based financing for transportation, information technology and industrial equipment. Our strategy is to invest in and manage assets by combining our asset knowledge, transaction-structuring capabilities and portfolio management expertise to control assets with significant upside potential. We and our subsidiaries actively invest in a wide variety of assets. These investments are made through a variety of financing instruments, primarily leases and loans, either for our own account or through

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partnerships and joint ventures. We actively manage existing portfolio of investments as well as those of institutional investors, and several joint ventures and partnerships in which we participate. Key strategic partners include a cross section of domestic and international commercial banks, insurance companies and large industrial companies and manufacturers. Additionally, we arrange secured financing for others.

GATX Corporation (GATX) owns all of our common and preferred stock through a wholly owned subsidiary. GATX founded the Company as GATX Leasing Corporation, a Delaware corporation, in 1968 to own, sell and finance equipment independent of GATX's own specialized equipment activities. Since that time, we have developed a portfolio of earning assets diversified across industries and equipment classifications. At June 30, 1999, GATX Capital's investment portfolio of approximately \$2.3 billion, before reserves, consists of commercial jet aircraft (31%), railroad equipment (14%), information technology equipment (23%), marine equipment (6%), warehouse and production equipment (4%), golf courses and equipment (2%) and other equipment (20%).

We have a financial and management interest in 125 aircraft as of June 30, 1999, and orders and options for an additional 14 aircraft. 99.9% of the aircraft portfolio (in investment dollars) is compliant with Stage 3 noise regulations. GATX Capital also has a financial and management interest in 946 locomotives and 53,947 railcars as of June 30, 1999. The utilization rate on the operating lease fleet for our locomotives and railcars as of that date is approximately 97.5% and 98%, respectively.

We regularly purchase assets from manufacturers, including those of commercial aircraft, or others to acquire, directly or through joint ventures and partnerships in which we participate, additional equipment to complement our investment portfolio. Such purchases may be material in amount and have an effect on our financial condition, results of operations and debt service capability.

RISK FACTORS

You should carefully consider the specific risks set forth under the heading "Risk Factors" in the applicable prospectus supplement before making an investment decision. The risks and uncertainties described in the applicable prospectus supplement are not the only ones facing our Company. Additional risks and uncertainties not currently known to us or that we currently think are immaterial may also impact our business operations.

USE OF PROCEEDS

Unless otherwise indicated in the applicable prospectus supplement and pricing supplement, if any, we will use the net proceeds from the sale of the debt securities offered by this prospectus for general corporate purposes.

RATIO OF EARNINGS TO FIXED CHARGES

We compute the ratio of earnings to fixed charges by dividing earnings from continuing operations before fixed charges and income taxes by the fixed charges. This ratio includes our earnings and fixed charges as well as those of all of our consolidated subsidiaries. Fixed charges consist of interest and debt expense and the portion of rentals for real and personal properties in an amount we deem to be representative of the interest factor.

	Six Months		Year Ended December 31,				
	Ended June 30,						
	1999	1998	1998	1997	1996	1995	1994
Ratio of earnings to fixed charges	2.08x	2.40x	2.01x	2.17x	1.83x	1.88x	1.85x

DESCRIPTION OF DEBT SECURITIES

We describe in this section the general terms that will apply to any debt securities that the Company may offer in the future, to which a future prospectus supplement and pricing supplement, if any, may relate. At the time that we offer debt securities, we will describe in the prospectus supplement and pricing supplement, if any, that relates to that

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offering (i) the specific terms of the debt securities and (ii) the extent to which the general terms described in this section apply to those debt securities.

We expect to issue debt securities consisting of senior securities and subordinated securities. The senior securities are to be issued under an

Indenture dated as of July 31, 1989, as supplemented and amended by a Supplemental Indenture dated as of December 18, 1991, by a Second Supplemental Indenture dated as of January 2, 1996 and by a Third Supplemental Indenture dated as of October 14, 1997 between the Company and Chase Manhattan Bank and Trust Company, National Association, as Trustee. This indenture is included as an exhibit to the registration statement of which this prospectus forms a part. The subordinated securities are to be issued under a separate indenture. The Trustee for the indenture for the subordinated securities will be identified in the relevant prospectus supplement. In the discussion that follows, we summarize particular provisions of the indentures. Our discussion of indenture provisions is not complete. You should read the indentures for a more complete understanding of the provisions we describe.

The aggregate principal amount of debt securities that the Company may issue under each of the indentures is unlimited. (Section 3.1)

General

Debt securities offered by this prospectus will be limited to an aggregate initial public offering price of \$500,000,000 or the equivalent amount in one or more foreign currencies or composite currencies. The indentures provide that debt securities in an unlimited amount may be issued thereunder from time to time in one or more series. The senior securities will rank equally and ratably with other senior indebtedness of the Company. The subordinated securities will be subordinated and junior in right of payment to certain indebtedness of the Company to the extent set forth in the applicable prospectus supplement.

Each prospectus supplement and pricing supplement, if any, relating to a particular offering of debt securities will describe the specific terms of debt securities. Those specific terms will include the following:

- o the title of the debt securities;
- o any limit on the aggregate principal amount of the debt securities;
- o whether any of the debt securities are to be issuable initially in temporary global form and whether any of the debt securities are to be issuable in permanent global form;
- o the date or dates on which the debt securities will mature;
- o the rate or rates at which the debt securities will bear interest, if any, or the formula pursuant to which such rate or rates shall be determined, and the date or dates from which any such interest will accrue;
- o the payment dates on which interest, if any, on the debt securities will be payable, and the extent to which, or the manner in which, any interest payable on a temporary global debt security on an Interest Payment Date will be paid;

- o any mandatory or optional sinking fund or analogous provisions;
- o each office or agency where, subject to the terms of the indenture, the principal of and any premium and interest on the debt securities will be payable and each office or agency where, subject to the terms of the indenture, the debt securities may be presented for registration of transfer or exchange;
- o the date, if any, after which and the price or prices at which the debt securities may be redeemed, in whole or in part at the option of the Company or the holder of debt securities, or according to mandatory redemption provisions, and the other detailed terms and provisions of any such optional or mandatory redemption provisions;

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- o the denominations in which any debt securities will be issuable, if other than denominations of \$100,000;
- o any index used to determine the amount of payments of principal of and any premium and interest on the debt securities;
- o the portion of the principal amount of the debt securities, if other than the principal amount, payable upon acceleration of maturity;
- o the application, if any, of either or both of the defeasance or covenant defeasance sections of the indentures to the debt securities;
- o the person who shall be the security registrar for the debt securities, if other than the trustee, the person who shall be the initial paying agent and the person who shall be the depository;
- o the terms of subordination applicable to any series of subordinated securities; and
- o any other terms of the debt securities not inconsistent with the provisions of the indentures.

Any such prospectus supplement and pricing supplement, if any, will also describe any special provisions for the payment of additional amounts with respect to the debt securities of such series.

Except where we describe in the applicable prospectus supplement and pricing supplement, if any, the indentures do not contain any covenants specifically designed to protect holders of the debt securities against a reduction in the creditworthiness of the Company in the event of a highly leveraged transaction or to prohibit other transactions which may adversely affect holders of the debt securities.

We may issue debt securities as original issue discount securities to be sold at a substantial discount below their stated principal amounts. We will describe in the relevant prospectus supplement and pricing supplement, if any, any special United States federal income tax considerations that may apply to debt securities issued at such an original issue discount. Special United States tax considerations applicable to any debt securities that are denominated in a currency other than United States dollars or that use an index to determine the amount of payments of principal of and any premium and interest on the debt securities will also be set forth in a prospectus supplement and pricing supplement, if any.

Global Securities

According to the indentures, so long as the depository's nominee is the registered owner of a global security, that nominee will be considered the sole owner of the debt securities represented by the global security for all purposes. Except as provided in the relevant prospectus supplement and pricing supplement, if any, owners of beneficial interests in a global security will not be entitled to have debt securities of the series represented by the global security registered in their names, will not receive or be entitled to receive physical delivery of debt securities of such series in definitive form and will not be considered the owners or holders of the debt securities under the indentures. Principal of, premium, if any, and interest on a global security will be payable in the manner described in the relevant prospectus supplement and pricing supplement, if any.

Subordination

We may issue subordinated securities from time to time in one or more series under the subordinated indenture. Our subordinated securities will be subordinated and junior in right of payment to certain other indebtedness of the Company to the extent set forth in the applicable prospectus supplement and pricing supplement, if any.

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Certain Covenants of the Company with Respect to Senior Securities

In this section we describe the principal covenants that will apply to the senior securities unless otherwise indicated in the applicable prospectus supplement and pricing supplement, if any.

Limitation on Liens. The senior securities are not secured by mortgage, pledge or other lien. We have covenanted that neither we nor any Restricted Subsidiary (which the indenture relating to the senior securities defines as any subsidiary which is a consolidated subsidiary, in accordance with generally accepted accounting principles, in the consolidated financial statements of the Company) will subject any of our property, tangible or intangible, real or

personal, to any lien unless the senior securities are secured equally and ratably with other indebtedness thereby secured. The exceptions from this covenant include any liens existing on the date of the indenture relating to the senior securities, as well as certain other liens, and the extension, renewal or replacement of those liens including without limitation:

(a) Liens on any property provided that the creditor has no recourse against the Company or any Restricted Subsidiary except recourse to such property or proceeds of any sale or lease therefrom;

(b) Liens on property existing at the time of acquisition (including acquisition through merger or consolidation) or given in connection with financing the purchase price or cost of construction or improvement of property;

(c) Other liens not permitted by clauses (a) and (b) on property then owned or thereafter acquired, provided no such lien shall be incurred pursuant to clause (c) if the aggregate amount of indebtedness secured by liens incurred pursuant to clauses (b) and (c), including the lien proposed to be incurred, would exceed 30% of Net Tangible Assets (which the indenture relating to the senior securities defined as the total assets of the Company less (x) current liabilities and (y) intangible assets);

(d) Liens securing certain intercompany indebtedness;

(e) A banker's lien or right of offset;

(f) Liens arising under the Employee Retirement Income Security Act of 1974, as amended, to secure any contingent liability of the Company;

(g) Liens on sublease interests held by the Company if those liens are in favor of the person granting the lease to the Company;

(h) Various specified governmental liens and deposits; and

(i) Various other liens not incurred in connection with the borrowing of money (including purchase money indebtedness) or the obtaining of advances or credit.

Limitation on Dividends. In addition, we have covenanted that neither we nor any Restricted Subsidiary will pay any dividends upon any of our stock of any class or make any distribution of cash or property among our stockholders by reduction of capital or otherwise (other than in stock of the Company) or purchase or redeem any stock of any class of the Company unless the aggregate amounts of all such payments and distributions after December 31, 1988 will not exceed the sum of (i) the total of the accumulated consolidated net income of the Company and its Restricted Subsidiaries during the period after December 31, 1988, (ii) any net consideration received from the sale of stock of any class of the Company after December 31, 1988, (iii) the aggregate principal amount of any indebtedness of the Company which shall have been converted into the stock of any class of the Company and (iv) \$250,000,000. This restriction does not apply to:

o The payment of dividends on preferred stock or any payment to purchase shares of preferred stock subject to a mandatory sinking fund, provided that such payments are included in the foregoing calculations,

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o The redemption or retirement of any shares of our capital stock by exchange for, or out of the proceeds of a substantially concurrent sale of, other shares of capital stock,

o The purchase of any shares of our capital stock pursuant to or in connection with any retirement, bonus, profit sharing, thrift, savings, stock option or compensation plan for our officers or employees, or

o The conversion of shares of any of our stock into shares of any other of our stock.

Merger and Consolidation

Each indenture provides that the we may consolidate or merge with or into any other corporation and we may sell, lease or convey all or substantially all of our assets to any corporation, organized and existing under the laws of the United States of America or any U.S. state, provided that the corporation (if other than GATX Capital) formed by or resulting from any such consolidation or merger or which shall have received such assets shall assume payments of the principal of (and premium, if any) and interest on the debt securities and the performance and observance of all of the covenants and conditions of such indenture to be performed or observed by the Company.

Modification and Waiver

The indentures provide that we and the trustee may modify and amend the indentures with the consent of the holders of 66-2/3% in principal amount of the outstanding debt securities of each series affected by the modification or amendment, provided that no such modification or amendment may, without the consent of the holder of each outstanding debt security affected by the modification or amendment:

o Change the stated maturity of any installment of principal of, or interest on, any debt security or change the redemption price;

o Reduce the principal amount of, or interest on, any debt security or reduce the amount of principal which could be declared due and payable prior to the stated maturity;

o Change the place or currency of any payment of principal or interest on any debt security;

o Impair the right to institute suit for the enforcement of any payment on or with respect to any debt security;

o Reduce the percentage in principal amount of the outstanding debt securities of any series, the consent of whose holders is required to modify or amend each indenture; or

o Modify the foregoing requirements or reduce the percentage of outstanding debt securities necessary to waive any past default to less than a majority.

Except with respect to certain fundamental provisions, the holders of at least a majority in principal amount of outstanding debt securities of any series may, with respect to such series, waive past defaults under each indenture and waive our compliance with certain provisions of each indenture.

Events of Default, Waiver and Notice

An event of default with respect to any debt security of any series is defined in each indenture as being:

o Default for 30 days in payment of any interest on or any additional amounts payable in respect of any debt security of that series;

o Default in payment of principal (and premium, if any) on the debt securities of that series when due either at maturity, upon optional or mandatory redemption, as a sinking fund installment, by declaration or otherwise;

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o Default in the performance or breach of any other covenant or warranty of the Company in respect of the debt securities of such series in each indenture which shall not have been remedied for a period of 90 days after notice;

o Certain events of bankruptcy, insolvency and reorganization of the Company; and any other event of default established for the debt securities of such series set forth in the applicable prospectus supplement and pricing supplement, if any.

Each indenture provides that the trustee may withhold notice to the holders of the debt securities of any default with respect to any series of debt securities (except in payment of principal of, or interest on, the debt securities) if the trustee considers it in the interest of the holders of the debt securities of such series to do so.

Each indenture provides also that:

o If an event of default due to the default in payment of principal of, or interest on, any series of debt securities, or because of our default in the performance or breach of any other covenant or warranty applicable to the debt securities of such series but not applicable to all outstanding debt securities, shall have occurred and be continuing, either the trustee or the holders of 25% in principal amount of the outstanding debt securities of such series then may declare the principal of all debt securities of such series, or such lesser amount as may be provided for in the debt securities of that series, and interest accrued thereon, to be due and payable immediately; and

o If the event of default resulting from default in the performance of any other of the covenants or agreements in each indenture applicable to all outstanding debt securities under such indenture and certain events of bankruptcy, insolvency and reorganization of the Company shall have occurred and be continuing, either the trustee or the holders of 25% in principal amount of all outstanding debt securities (treated as one class) may declare the principal of all debt securities, or such lesser amount as may be provided for in such securities, and interest accrued thereon, to be due and payable immediately, but upon certain conditions such declarations may be annulled and past defaults may be waived (except a continuing default in payment of principal of, or premium or interest on, the debt securities) by the holders of a majority in principal amount of the outstanding debt securities of such series (or of all series, as the case may be).

The holders of a majority in principal amount of the outstanding debt securities of any series shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the trustee or exercising any trust or power conferred on the trustee with respect to debt securities of such series provided that such direction shall not be in conflict with any rule of law or the applicable indenture or shall not be unduly prejudicial to the holders not taking part in such direction. The Company is required to furnish to the trustee under each indenture annually a statement as to performance or fulfillment of certain of its obligations under the applicable indenture and as to any default in such performance of fulfillment.

Concerning The Trustee

Chase Manhattan Bank and Trust Company, National Association, is the senior indenture trustee under the senior indenture. Certain affiliates of the trustee under the indenture relating to the senior securities has substantial banking relationships with the Company, GATX and certain other affiliates of the Company and is the trustee under the indenture relating to the senior securities with respect to other series of debt securities, under another indenture with the Company and under certain equipment trust agreements with an affiliate.

The trustee under the indenture relating to the senior securities and the trustee under the indenture relating to the subordinated securities may from time to time make loans to the Company and perform other services for the Company in the normal course of business. Under the provisions of the Trust Indenture Act of 1939, as amended, upon the occurrence of a default under an indenture, if a trustee has a conflicting interest (as defined in the Trust

Indenture Act), the trustee must, within 90 days, either eliminate such conflicting interest or resign. Under the provisions of the Trust Indenture Act, an indenture trustee shall be deemed to have a conflicting interest, among other things, if the trustee is a creditor of the obligor. If the trustee fails either to eliminate the conflicting interest or to resign within 10 days after the expiration of such 90-day period, the trustee is required to notify security holders to this effect and any security holder

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who has been a bona fide holder for at least six months may petition a court to remove the trustee and to appoint a successor trustee.

PLAN OF DISTRIBUTION

We may sell the debt securities to one or more underwriters or dealers for public offering and sale by them and to investors directly or through agents. The distribution of the debt securities may be effected from time to time in one or more transactions at a fixed price or prices (which may be changed from time to time), at market prices prevailing at the time of sale, at prices related to such prevailing market prices or at negotiated prices. Each prospectus supplement and pricing supplement, if any, will describe the method of distribution of the debt securities offered by that prospectus supplement and pricing supplement, if any.

In connection with the sale of the debt securities, underwriters, dealers or agents may receive compensation from the Company or from purchasers of the debt securities for whom they may act as agents, in the form of discounts, concessions or commissions. The underwriters, dealers or agents that participate in the distribution of the debt securities may be deemed to be underwriters under the Securities Act of 1933 and any discounts or commissions received by them and any profit on the resale of the debt securities received by them may be deemed to be underwriting discounts and commissions thereunder. Any such underwriter, dealer or agent will be identified and any such compensation received from the Company will be described in the prospectus supplement and pricing supplement, if any. Any initial public offering price and any discounts or concessions allowed or reallocated or paid to dealers may be changed from time to time.

Under agreements that may be entered into with the Company, underwriters, dealers and agents may be entitled to indemnification by the Company against certain civil liabilities, including liabilities under the Securities Act of 1933, or to contribution with respect to payments which the underwriters, dealers or agents may be required to make in respect thereof.

Each underwriter, dealer and agent participating in the distribution of any debt securities that are issuable in bearer form will agree that it will not offer, sell, resell or deliver, directly or indirectly, debt securities in bearer form to persons located in the United States or to United States persons

(other than qualifying financial institutions), in connection with the original issuance of the debt securities.

Some of the underwriters or agents and their associates may be customers of, engage in transactions with and perform services for us in the ordinary course of business.

LEGAL OPINIONS

Our Vice-President and General Counsel, Thomas C. Nord, Esq., will pass on the validity of the debt securities offered by this prospectus. If we offer the debt securities through underwriters, dealers or agents, then Pillsbury Madison & Sutro LLP will pass on certain legal matters for the debt securities for the underwriters, dealers and agents.

EXPERTS

The consolidated financial statements of GATX Capital Corporation appearing in GATX Capital Corporation's Annual Report (Form 10-K) for the year ended December 31, 1998 have been audited by Ernst & Young LLP, independent auditors, as set forth in their report thereon included therein and incorporated herein by reference. Such consolidated financial statements are incorporated herein by reference in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

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PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

The following table sets forth all expenses in connection with the issuance and distribution of the securities being registered. All amounts shown are estimates, except the SEC registration fee.

SEC registration fee.....	\$124,000.00
Accounting fees and expenses	\$ *
Legal fees and expenses, including Blue Sky fees and expenses	\$ *
Printing and engraving fees.....	\$ *
Trustee's fees and expenses	\$ *
Rating agency fees	\$ *
Miscellaneous.....	\$ *

Total.....	\$ *
	=====

* To be filed by amendment.

Item 15. Indemnification of Directors and Officers.

Section 145 of the General Corporation Law of the State of Delaware, as amended, empowers a corporation, subject to certain limitations, to indemnify its directors and officers against the actual and reasonable expenses of defending litigation against them in their capacities as directors and officers.

Article VI of the By-Laws of the Company provides in terms similar to those of Section 145 of the Delaware General Corporation Law that the Company shall have power to indemnify its directors and officers.

Reference is made to Section 6 of the Distribution Agreement filed as Exhibit 1.1 to this registration statement and Section VIII of the Underwriting Agreement filed as Exhibit 1.2 hereto pursuant to which the agents may under certain circumstances indemnify the officers and directors of the Company.

Under the terms of a Directors and Officers Liability and Company Reimbursement Liability Policy, the directors and officers of the Company are insured up to an aggregate liability in each policy year of \$75,000 per occurrence, against any loss incurred in connection with any claim made against them or any of them for any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, omission or other act done or wrongfully attempted, or any matter not excluded by the terms and conditions of the policy, claimed against them solely by reason of their being directors or officers of the Company. The foregoing statements are subject to the detailed provisions of such policy.

Item 16. Exhibits.

Exhibit

Number

Description of Exhibit

1.1* Form of Distribution Agreement.

1.2* Form of Underwriting Agreement.

4.1 Indenture dated as of July 31, 1989 between GATX Capital Corporation (formerly named GATX Leasing Corporation) and The Chase Manhattan Bank (incorporated by reference to Exhibit 4(a) to the Company's Form S-3 Registration Statement No. 33-30300).

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4.2 Supplemental Indenture dated as of December 18, 1991 between GATX Capital Corporation and The Chase Manhattan Bank (incorporated by reference to Exhibit 4(b) to the Company's Form S-3 Registration Statement No. 33-64474).

- 4.3 Second Supplemental Indenture dated as of January 2, 1996 between GATX Corporation and The Chase Manhattan Bank (incorporated by reference to Exhibit 4.3 to the Company's Form 8-K dated October 15, 1997).
- 4.4 Third Supplemental Indenture dated as of October 14, 1997 between GATX Capital Corporation and The Chase Manhattan Bank (incorporated by reference to Exhibit 4.4 to the Company's Form 8-K dated October 15, 1997).
- 4.5 Form of Subordinated Indenture (incorporated by reference to Exhibit 4.3 to the Company's Form S-3 Registration Statement No. 333-34879).
- 4.6* Form of Debt Security.
- 4.7* Form of Medium-Term Note (Fixed Rate).
- 4.8* Form of Medium-Term Note (Floating Rate).
- 5* Opinion of Thomas C. Nord, Esq., Vice President and General Counsel of GATX Capital Corporation.
- 12* Computation of Ratio of Earnings to Fixed Charges
- 23.1* Consent of Thomas C. Nord, Esq., Vice President and General Counsel of GATX Capital Corporation (included in Exhibit 5).
- 23.2* Consent of Ernst & Young LLP.
- 24* Power of Attorney (included on page II-5).
- 25* Form T-1 Statement of Eligibility and Qualification under the Trust Indenture Act of 1939 of The Chase Manhattan Bank.

* Filed herewith.

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Item 17. Undertakings

The undersigned registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
 - (i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

- (ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b), if in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and
- (iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

Provided, however, that paragraphs (1)(i) and (1)(ii) shall not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the registrant pursuant to section 13 or 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

- (2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at the time shall be deemed to be the initial bona fide offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (4) That, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or 15(d) of the Securities Exchange Act of 1934 that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (5) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the provisions referred to in Item 15 of this registration statement, or otherwise, the registrant has been advised that in the opinion of the

Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a

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court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

- (6) To file an application for the purpose of determining the eligibility of the trustee to act under subsection (a) of Section 310(a) of the Trust indenture Act of 1939 (the "Act") in accordance with the rules and regulations prescribed by the Commission under Section 305(b) (2) of the Act.
- (7) The undersigned registrant hereby undertakes that:
 - (i) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b) (1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.
 - (ii) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the

requirements for filing on Form S-3 and has duly caused this Registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Francisco and State of California on the 9th day of September, 1999.

GATX CAPITAL CORPORATION
(Registrant)

By: /s/ JESSE V. CREWS

Jesse V. Crews, President,
Director and Chief Executive Officer

POWER OF ATTORNEY

We, the undersigned officers and directors of GATX Capital Corporation, hereby severally constitute Thomas C. Nord and Richard M. Tinnon, and either of them singly, our true and lawful attorneys with full power to them, and each of them singly, to sign for us and in our names in the capacities indicated below, any and all amendments to this registration statement on Form S-3 (including but not limited to post-effective amendments, prospectus supplements) and any subsequent registration statement to be filed pursuant to Rule 462(b) of the Securities Act of 1933, as amended (or any successor thereto) by GATX Capital Corporation for the purpose of registering under the Securities Act and to file the same, with all exhibits thereto, and other documents in connection therewith with the Securities and Exchange Commission, and generally to do all such things in our name and behalf in such capacities to enable GATX Capital Corporation to comply with the provisions of the Securities Act, and all requirements of the Securities and Exchange Commission, and we hereby ratify and confirm our signatures as they may be signed by our said attorneys, or either of them, to any and all such amendments.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below by the following persons in the capacities and on the dates indicated.

Signature -----	Title -----	Date ----
/S/ JESSE V. CREWS ----- Jesse V. Crews	President, Chief Executive Officer and Director (Principal Executive Officer)	September 9, 1999
/S/ JACK F. JENKINS-STARK ----- Jack F. Jenkins-Stark	Senior Vice President and Chief Financial Officer (Principal Financial Officer)	September 9, 1999
/S/ DELPHINE M. REGALIA	Vice President and Controller	

----- Delphine M. Regalia	(Principal Accounting Officer)	September 9, 1999
/S/ RONALD H. ZECH ----- Ronald H. Zech	Chairman of the Board	September 9, 1999
/S/ DAVID B. ANDERSON ----- David B. Anderson	Director	September 9, 1999

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/S/ ALLAN C. COE ----- Alan C. Coe	Executive Vice President and Director	September 9, 1999
/S/ DAVID M. EDWARDS ----- David M. Edwards	Director	September 9, 1999
/S/ KATHRYN G. JACKSON ----- Kathryn G. Jackson	Executive Vice President and Director	September 9, 1999

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INDEX TO EXHIBITS

Exhibit Number -----	Description of Exhibit -----	Sequentially Numbered Page -----
1.1*	Form of Distribution Agreement.	
1.2*	Form of Underwriting Agreement.	
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4.2	Supplemental Indenture dated as of December 18, 1991 between GATX Capital Corporation and The Chase Manhattan Bank (incorporated by reference to Exhibit 4(b) to the Company's Form S-3 Registration Statement No. 33-64474).	

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- 4.6* Form of Debt Security.
- 4.7* Form of Medium-Term Note (Fixed Rate).
- 4.8* Form of Medium-Term Note (Floating Rate).
- 5* Opinion of Thomas C. Nord, Esq., Vice President and General Counsel of GATX Capital Corporation.
- 12* Computation of Ratio of Earnings to Fixed Charges.
- 23.1* Consent of Thomas C. Nord, Esq., Vice President and General Counsel of GATX Capital Corporation (included in Exhibit 5).
- 23.2* Consent of Ernst & Young LLP.
- 24* Power of Attorney (included on page II-5).
- 25* Form T-1 Statement of Eligibility and Qualification under the Trust Indenture Act of 1939 of The Chase Manhattan Bank.

* Filed herewith.

GATX CAPITAL CORPORATION

\$500,000,000

Medium-Term Notes, Series F

DISTRIBUTION AGREEMENT

_____, 1999

Morgan Stanley & Co. Incorporated
1585 Broadway, Second Floor
New York, New York 10036

Salomon Brothers Inc
7 World Trade Center
New York, New York 10048

Chase Securities Inc.
270 Park Avenue, 8th Floor
New York, New York 10017-2070

Warburg Dillon Read
677 Washington Boulevard
Stamford, CT 06901

Ladies and Gentlemen:

GATX Capital Corporation, a Delaware corporation (the "Company"), confirms its agreement with you with respect to the issue and sale by the Company of up to \$500,000,000 aggregate principal amount of its Medium-Term Notes, Series F Due Nine Months to 30 Years from Date of Issue (the "Notes"). The Notes are to be issued under an indenture dated as of July 31, 1989, as supplemented and amended by supplemental indentures dated as of December 18, 1991, January 2, 1996 and October 14, 1997 (collectively, the "Indenture"), between the Company and Chase Manhattan Bank and Trust Company, National Association (the "Trustee") and will bear interest, if any, at rates and will have the terms to be provided in a supplement to the Basic Prospectus referred to below. The terms "supplement" and "amendment" or "amend" as used in this Agreement shall include all documents filed by the Company with the Securities and Exchange Commission (the "Commission") subsequent to the date of the Basic Prospectus pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act"), that are deemed to be incorporated by reference in the Prospectus.

Subject to the reservation by the Company of the right to sell Notes

directly to investors on its own behalf, the Company hereby appoints you as its agents (the "Agents") for the purpose of soliciting and receiving offers to purchase the Notes from the Company by others and, so long as this Agreement shall remain in effect with respect to any Agent, on the basis of the representations and warranties contained herein, but subject to the terms and conditions herein set forth, the Company agrees that if and whenever the Company determines to sell Notes directly to any Agent as principal for resale to others it will enter into a terms agreement relating to each such sale as defined in and in accordance with the provisions of Section 2(b) hereof (a "Terms Agreement"). The Company may from time to time offer Notes for sale otherwise than through the Agents; provided, however, that (i) so long as this Agreement shall remain in effect, the Company

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shall not solicit or accept offers to purchase Notes through any agent other than the Agents unless such other agent shall have entered into an agreement with the Company containing terms substantially the same as those set forth in this Agreement, and (ii) promptly following the acceptance by the Company of any offer to purchase Notes through any other such agent, the Company shall provide the Agents with notice in writing or by telecopy of the terms of such sale. In acting under this agreement and in connection with the sale of any Notes by the Company (other than Notes sold to an Agent pursuant to a Terms Agreement), each Agent is acting solely as agent of the Company and does not assume any obligation towards or relationship of agency or trust with any purchaser of the Notes or assume any obligation towards, or any liability as the result of any act or failure to act of, the other Agents.

1. Representations and Warranties. The Company represents and warrants to, and agrees with, the Agents as of the Commencement Date (as defined below), as of each date on which an Agent solicits offers to purchase Notes, as of each date on which the Company accepts an offer to purchase Notes including any purchase by an Agent as principal, pursuant to a Terms Agreement or otherwise, as of each date the Company issues and sells Notes, and as of each date the Registration Statement (as defined below) or the Basic Prospectus (as defined below) is amended or supplemented, as follows (it being understood that such representations, warranties and agreements shall be deemed to relate to the Registration Statement, the Basic Prospectus and the Prospectus (as defined below), each as amended and supplemented to each such date):

(a) The Company meets the requirements for use of Form S-3 under the Securities Act of 1933, as amended (the "Securities Act"), and has filed with the Securities and Exchange Commission (the "Commission") a registration statement on Form S-3 (Registration No. 333-_____) and such registration statement has become effective for the registration under the Securities Act of the Notes. Such registration statement including the exhibits thereto, is hereinafter called the "Registration Statement." The Indenture has been qualified under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act") and the Company has duly authorized the issuance of the Notes.

The Registration Statement meets the requirements set forth in Rule 415(a)(1)(x) under the Securities Act and complies in all other material respects with said Rule. The Company proposes to file with the Commission from time to time, pursuant to Rule 424 under the Securities Act, supplements to the prospectus relating to the Registration Statement that will, among other things, describe certain terms of the Notes. The prospectus in the form in which it is first filed pursuant to Rule 424(b) under the Securities Act is called the Basic Prospectus. The term "Prospectus" means the Basic Prospectus together with any amendments thereto and any prospectus supplements (a "Prospectus Supplement") as filed with, or included for filing with, the Commission pursuant to Rule 424 under the Securities Act. Any reference herein to the Registration Statement, Basic Prospectus and Prospectus shall be defined to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S-3 filed under the Securities Act.

(b) The Registration Statement has become effective, no stop order suspending the effectiveness of the Registration Statement is in effect, and no proceedings for such purpose are pending before or threatened by the Commission.

(c) (i) Each document if any, filed or to be filed pursuant to the Exchange Act and incorporated by reference in the Prospectus complied or will comply when so filed in all material respects with the Exchange Act and the rules and regulations of the Commission thereunder and will be timely filed as required thereby, (ii) each part of the Registration Statement, when such part became effective, did not contain and each such part, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (iii) the Registration Statement and the Prospectus comply and, as amended or supplemented, if applicable,

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will comply in all material respects with the Securities Act and the applicable rules and regulations of the Commission thereunder and (iv) the Registration Statement and the Prospectus do not and, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that (A) the representations and warranties set forth in this Section 1(c) do not apply (x) to statements or omissions in the Registration Statement or the Prospectus based upon information concerning the Agents furnished to the Company in writing by the Agents expressly for use therein or (y) to that part of the Registration Statement that constitutes the Statement of Eligibility and Qualification (Form T-1) under the Trust Indenture Act of the Trustee and (B) the representations and warranties set forth in clauses (iii) and (iv) above, when made as of the Commencement Date or as of any date on which an Agent solicits offers to purchase Notes or on which the Company accepts an offer to purchase Notes, shall be deemed not to cover information

concerning an offering of particular Notes to the extent such information will be set forth in a Prospectus Supplement.

(d) The Company has been duly incorporated, is validly existing as a corporation in good standing under the laws of the State of Delaware, has the corporate power and authority to own its property and to conduct its business as described in the Prospectus, and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not have a material adverse effect on the Company and its subsidiaries, considered as one enterprise.

(e) Each subsidiary of the Company that is a "significant subsidiary" as defined in Rule 405 of Regulation C promulgated pursuant to the Securities Act (a "Significant Subsidiary") has been duly incorporated, is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation, has the corporate power and authority to own its property and to conduct its business as described in the Prospectus, and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not have a material adverse effect on the Company and its subsidiaries, considered as one enterprise.

(f) Each of this Agreement and any applicable Terms Agreement has been duly authorized by the Company and is a valid and binding agreement of the Company, except as rights to indemnity hereunder or thereunder may be limited under applicable law. Each of this Agreement and any applicable Written Terms Agreement (as defined in Section 2(b)) has been duly executed and delivered.

(g) The Indenture has been duly qualified under the Trust Indenture Act and has been duly authorized, executed and delivered by the Company, is a valid and binding agreement of the Company, enforceable in accordance with its respective terms except as (i) the enforceability thereof may be limited by bankruptcy, insolvency or similar laws affecting creditor's rights generally and (ii) rights of acceleration and the availability of equitable remedies may be limited by equitable principles of general applicability.

(h) The forms of Notes have been duly authorized and, when the Notes have been executed and authenticated in accordance with the provisions of the Indenture and delivered to and duly paid for by the purchasers thereof, they will conform to the descriptions thereof in the Prospectus, will be entitled to the benefits of the Indenture and will be valid and legally binding obligations of the Company, enforceable in accordance with their terms except as (i) the enforceability thereof may be limited by bankruptcy, insolvency or similar laws affecting

creditors' rights generally and (ii) rights of acceleration and the availability of equitable remedies may be limited by equitable principles of general applicability.

(i) The execution and delivery by the Company of, and the performance by the Company of its obligations under, this Agreement, the Indenture, the Notes and any applicable Terms Agreement will not contravene any provision of applicable law or the certificate of incorporation or bylaws of the Company or any agreement or other instrument binding upon the Company or any of its subsidiaries that is material to the Company and its subsidiaries, considered as one enterprise, or any judgment, order or decree of any governmental body, agency or court having jurisdiction over the Company or any subsidiary, and, to the best of the Company's knowledge, no consent, approval or authorization of any governmental body or agency is required for the performance by the Company of its obligations under this Agreement, the Indenture, the Notes or any applicable Terms Agreement, except such as may be required by the Securities Act, the Exchange Act, the Trust Indenture Act or the securities or Blue Sky laws of the various states in connection with the offer and sale of the Notes.

(j) There has not been any material adverse change, or any development involving a prospective material adverse change, in the condition, financial or otherwise, or in the earnings, business or operations of the Company and its subsidiaries, considered as one enterprise, from that set forth in the Prospectus.

(k) There are no legal or governmental proceedings pending or to the best of the Company's knowledge, threatened to which the Company or any of its subsidiaries is a party or to which any of the properties of the Company or any of its subsidiaries is subject that are required to be described in the Registration Statement or the Prospectus and are not so described or, to the best of the Company's knowledge, any statutes, regulations, contracts or other documents that are required to be described in the Registration Statement or the Prospectus or to be filed as an exhibit to the Registration Statement that are not described or filed as required.

(l) Each of the Company and each of its Significant Subsidiaries has all necessary consents, authorizations, approvals, orders, certificates and permits of and from, and has made all declarations and filings with, all federal state, local and other governmental authorities, all self-regulatory organizations and all courts and other tribunals, to own, lease, license and use its properties and assets and to conduct its business in the manner described in the Prospectus, as then amended or supplemented, except to the extent that the failure to obtain or file would not have a material adverse effect on the Company and its subsidiaries, considered as one enterprise.

2. Solicitations as Agents; Purchases as Principal.

(a) Solicitations as Agents. In connection herewith, each Agent will use its best efforts to solicit offers to purchase Notes upon the terms and conditions set forth in the Prospectus as then amended or supplemented.

The Company reserves the right, in its sole discretion, to instruct the Agents to suspend at any time, for any period of time or permanently, the solicitation of offers to purchase the Notes. Upon receipt of telephonic notice confirmed in writing from the Company, the Agents will forthwith suspend solicitations of offers to purchase Notes from the Company until such time as the Company has advised them that such solicitation may be resumed. During the period of time that such solicitation is suspended, the Company shall not be required to deliver any certificates, opinions or letters in accordance with Section 5; provided that if the Registration Statement or the Prospectus is amended or supplemented (other than by an amendment or supplement providing solely for a change in interest rates, redemption provisions or maturities offered on the Notes or for

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a change deemed immaterial in the reasonable opinion of the Agents), the Agents shall not be required to resume soliciting offers to purchase Notes until the Company has delivered such certificates, opinions or letters as reasonably requested by any Agent.

The Company agrees to pay each Agent, as consideration for the sale of each Note resulting from a solicitation made by such Agent, a commission in the form of a discount from the purchase price of each Note equal to between .125% and .750% of the principal amount of such Note as more fully set forth in Exhibit A hereto. The Agents are authorized to solicit offers to purchase Notes only in principal amounts of \$100,000 or any amount in excess thereof that is a whole multiple of \$1,000. Each Agent shall communicate to the Company, orally or in writing, each offer to purchase Notes that should, in the reasonable judgment of such Agent, be considered by the Company. The Company shall have the sole right to accept offers to purchase Notes and may reject any such offer in whole or in part. Each Agent shall have the right to reject in whole or in part, in its discretion reasonably exercised, any offer received by it to purchase the Notes, and any such rejection shall not be deemed a breach of its agreements contained herein.

(b) Purchases as Principal. If requested by an Agent in connection with a sale of Notes directly to such Agent as principal for its own account, the Company will enter into a separate Terms Agreement that will provide for the sale of such Notes to and the purchase by such Agent in accordance with the terms of this Agreement and the Terms Agreement. Each Terms Agreement shall take the form of either (i) a written agreement substantially in the form of Exhibit B hereto or in the form of an exchange of any form of written telecommunication between such Agent and the Company (any such written

agreement hereinafter a "Written Terms Agreement") or (ii) an oral agreement between such Agent and the Company confirmed in writing by such Agent to the Company. Such Agent's commitment to purchase Notes as principal, whether pursuant to a Terms Agreement or otherwise, shall be deemed to have been made on the basis of the representations and warranties of the Company herein contained and shall be subject to the terms and conditions herein set forth. Each agreement by an Agent to purchase Notes as principal (whether or not set forth in a Terms Agreement) shall specify the principal amount of Notes to be purchased by such Agent pursuant thereto, the maturity date thereof, the price to be paid to the Company for such Notes, the interest rate or interest rate formula, if any, applicable to such Notes and any other terms of such Notes. Each agreement shall also specify any requirements for officers' certificates, opinions of counsel and letters from the independent public accountants of the Company. Each Terms Agreement shall specify the time and place of delivery of and payment for such Notes. Unless otherwise specified in a Terms Agreement, the procedural details relating to the issue and delivery of Notes purchased by an Agent as principal and the payment therefor shall be as set forth in the Procedures (as defined below). Each date of delivery of and payment for Notes to be purchased by an Agent as principal, whether pursuant to a Terms Agreement or otherwise, is referred to herein as a "Settlement Date."

(c) Procedures. Each of the Agents and the Company agree to perform the respective duties and obligations specifically provided to be performed by them in the Medium-Term Notes, Series F Administrative Procedures (attached hereto as Exhibit C) (the "Procedures"), as amended from time to time. The Procedures may be amended only by written agreement of the Company and the Agents.

(d) Delivery. The documents required to be delivered by Section 4 of this Agreement shall be delivered at the office of Pillsbury Madison & Sutro LLP, not later than 3:00 P.M. San Francisco time on the date hereof, or at such other time as the Agents and the Company may agree upon in writing, but in no event later than the day prior to the earlier of (i) the date on which the Agents begin soliciting offers to purchase Notes and (ii) the first date on which

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the Company accepts any offer by an Agent to purchase Notes as principal. The date of delivery of such documents is referred to herein as the "Commencement Date."

(e) Obligations Several. The Company acknowledges that the obligations of the Agents under this Agreement are several and not joint.

3. Agreements. The Company agrees with each Agent that:

(a) Prior to the termination of the offering of the Notes pursuant to this Agreement or any Terms Agreement, the Company will not file any

Prospectus Supplement relating to the Notes or any amendment to the Registration Statement unless the Company has previously furnished to each Agent a copy thereof for its review and will not file any such proposed amendment or supplement to which any Agent reasonably objects; provided that (i) the foregoing requirement shall not apply to any of the Company's periodic filings with the Commission required to be filed pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act, which filings the Company will cause to be timely filed with the Commission and copies of which filings the Company will cause to be delivered to each Agent promptly after being mailed for filing with the Commission and (ii) any Prospectus Supplement that merely sets forth the terms or a description of particular Notes shall only be reviewed and approved by the Agent or Agents offering such Notes. Subject to the foregoing sentence, the Company will promptly cause each Prospectus Supplement to be filed with or transmitted for filing to the Commission in accordance with Rule 424(b) under the Securities Act. The Company will promptly advise each Agent (a) of the filing of any amendment or supplement to the Basic Prospectus (except that the filing of an amendment or supplement to the Basic Prospectus that merely sets forth the terms or a description of particular Notes shall only be notified to the Agent or Agents offering such Notes), (b) of the filing and effectiveness of any amendment to the Registration Statement, (c) of any request by the Commission for any amendment of the Registration Statement or any amendment of or supplement to the Basic Prospectus or for any additional information, (d) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or the institution or threatening of any proceeding for that purpose and (e) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Notes for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose. The Company will use its best efforts to prevent the issuance of any such stop order or notice of suspension of qualification and, if issued, to obtain as soon as possible the withdrawal thereof. If the Basic Prospectus is amended or supplemented as a result of the filing under the Exchange Act of any document incorporated by reference in the Prospectus, the Agents shall not be obligated to solicit offers to purchase Notes so long as they are not reasonably satisfied with such document.

(b) If, at any time when a prospectus relating to the Notes is required to be delivered under the Securities Act, any event occurs or condition exists as a result of which (i) the Registration Statement or the Prospectus as then amended or supplemented would include an untrue statement of a material fact, or omit to state any material fact necessary to make the statements therein in the light of the circumstances when the Prospectus, as then amended or supplemented, is delivered to a purchaser, not misleading, or (ii) if, in the opinion of the Agents or in the opinion of the Company, it is necessary at any time to amend or supplement the Registration Statement or the Prospectus, as then amended or supplemented, to comply with applicable law, the Company will immediately notify each Agent by telephone (with confirmation in writing) to suspend solicitation of offers to purchase Notes and, if so notified by the Company, each Agent shall forthwith suspend such solicitation and cease using the Prospectus as then amended or supplemented. If the Company shall decide to amend or supplement the Registration Statement or Prospectus as then amended or supplemented, it shall so advise the Agents promptly by telephone (with

confirmation in writing) and, at its expense, shall prepare and cause to be filed promptly with

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the Commission an amendment or supplement to the Registration Statement or Prospectus as then amended or supplemented that will correct such statement or omission or effect such compliance and will supply such amended or supplemented Prospectus to each Agent in such quantities as such Agent may reasonably request. If such amendment or supplement, and any documents, certificates and opinions furnished to the Agents pursuant to paragraph (f) below and Sections 5(a), 5(b) and 5(c) in connection with the preparation or filing of such amendment or supplement, are satisfactory in all respects to each Agent, upon the filing of such amendment or supplement with the Commission or effectiveness of an amendment to the Registration Statement, such Agent will resume the solicitation of offers to purchase Notes hereunder. Notwithstanding any other provision of this Section 3(b), until the distribution of any Notes an Agent may own as principal has been completed, if any event described above in this paragraph (b) occurs, the Company will, at its own expense, forthwith prepare and cause to be filed promptly with the Commission an amendment or supplement to the Registration Statement or Prospectus as then amended or supplemented, satisfactory in all respects to such Agent, and will supply such amended or supplemented Prospectus to such Agent in such quantities as such Agent may reasonably request. If such amendment or supplement and any documents, certificates, opinions and letters furnished to each Agent pursuant to paragraph (f) below and Sections 5(a), 5(b) and 5(c) in connection with the preparation and filing of such amendment or supplement are satisfactory in all respects to such Agent, upon the filing of such amendment or supplement with the Commission or effectiveness of an amendment to the Registration Statement, such Agent may resume its resale of Notes as principal.

(c) The Company will make generally available to its security holders and to each Agent as soon as practicable earnings statements that satisfy the provisions of Section 11(a) of the Securities Act and the rules and regulations of the Commission thereunder covering the twelve month periods beginning, in each case, not later than the first day of the Company's fiscal quarter next following the "effective date" (as defined in Rule 158 under the Securities Act) of the Registration Statement with respect to each sale of Notes. If such fiscal quarter is the last fiscal quarter of the Company's fiscal year, such earnings statement shall be made available not later than 90 days after the close of the period covered thereby and in all other cases shall be made available not later than 45 days after the close of the period covered thereby.

(d) The Company will furnish to each Agent without charge two signed copies of the Registration Statement and all amendments thereto, including exhibits and any documents incorporated by reference therein, and during the period mentioned in Section 3(b) above, as many copies of the Prospectus, any documents incorporated by reference therein and any supplements

and amendments thereto as each Agent may reasonably request.

(e) The Company will qualify the Notes for offer and sale under the securities or Blue Sky laws of such jurisdictions as each Agent shall reasonably request and will pay all reasonable expenses (including fees and disbursements of counsel) in connection with such qualification and in connection with the determination of the eligibility of the Notes for investment under the laws of such jurisdictions as each Agent may designate, provided that the Company shall not be obligated to so qualify the Notes if such qualification requires it to file any general consent to service of process or to qualify as a foreign corporation in any jurisdiction in which it is not so qualified.

(f) During the term of this Agreement, the Company shall furnish to each Agent such relevant documents and certificates of officers of the Company relating to the business, operations and affairs of the Company, the Registration Statement, the Basic Prospectus, any amendments or supplements thereto, the Indenture, the Notes, this Agreement, the Procedures, any Terms Agreement and the performance by the Company of its obligations hereunder or thereunder as each Agent may from time to time reasonably request and shall notify each Agent

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promptly in writing of any downgrading or of its receipt of any notice of (A) any intended or potential downgrading or (B) any review or possible change that does not indicate the direction of a possible change in the rating accorded any of the Company's securities by any "nationally recognized statistical rating organization," as such term is defined for purposes of Rule 436(g)(2) under the Securities Act.

(g) The Company will, whether or not any sale of Notes is consummated, pay all expenses incident to the performance of its obligations under this Agreement and any Terms Agreement, including: (i) the preparation and filing of the Registration Statement and the Prospectus and all amendments and supplements thereto; (ii) the preparation, issuance and delivery of the Notes; (iii) the fees and disbursements of the Company's counsel and accountants and of the Trustee and its counsel; (iv) the qualification of the Notes under securities or Blue Sky laws in accordance with the provisions of Section 3(e), including filing fees and the reasonable fees and disbursements of the Agents' counsel in connection therewith and in connection with the preparation of any Blue Sky memoranda ("Blue Sky Memoranda"); (v) the printing and delivery to each Agent in quantities as hereinabove stated of copies of the Registration Statement and all amendments thereto, and of the Basic Prospectus and any amendments or supplements thereto; (vi) the printing and delivery to each Agent of copies of the Indenture and any Blue Sky Memoranda; (vii) any fees charged by rating agencies for the rating of the Notes; (viii) any reasonable out-of-pocket expenses incurred by such Agent with the approval of the Company; (ix) the fees and expenses, if any, incurred with respect to any filing with the National Association of Securities Dealers, Inc. and (x) the reasonable fees and

disbursements of counsel for the Agents incurred in connection with the offering and sale of the Notes, including any opinions to be rendered by such counsel hereunder.

(h) Between the date of any agreement by an Agent to purchase Notes as principal and the Settlement Date with respect to such agreement, the Company will not, without the prior consent of each Agent, offer, sell, contract to sell or otherwise dispose of any debt securities of the Company substantially similar to the Notes (other than (i) the Notes that are to be sold pursuant to such agreement, (ii) Notes previously agreed to be sold by the Company and (iii) commercial paper issued in the ordinary course of business), except as may otherwise be provided in any such agreement.

4. Conditions of the Obligations of the Agents. Each Agent's obligation to solicit offers to purchase the Notes as agent of the Company, each Agent's obligation to purchase Notes as principal pursuant to any Terms Agreement or otherwise and the obligation of any other purchaser to purchase Notes will be subject to the accuracy of the representations and warranties on the part of the Company herein, to the accuracy of the statements of the Company's officers made in each certificate furnished pursuant to the provisions hereof prior to or concurrently with any such solicitation or purchase, to the performance and observance by the Company of all covenants and agreements herein contained on its part to be performed and observed (in the case of an Agent's obligation to solicit offers to purchase Notes, at the time of such solicitation, and, in the case of an Agent's or any other purchaser's obligation to purchase Notes, at the time the Company accepts the offer to purchase such Notes and at the time of purchase) and (in each case) to the following additional conditions precedent when and as specified below:

(a) Prior to such solicitation or purchase, as the case may be,

(i) There shall not have occurred any change, or any development involving a prospective change, in the condition, financial or otherwise, or in the earnings, business or operations, of the Company and its subsidiaries, taken as a whole, from that set forth in the Prospectus, as amended or supplemented

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at the time of such solicitation or at the time such offer to purchase was made that in the reasonable judgment of the relevant Agent or such purchaser, as the case may be, is material and adverse and that makes it, in the reasonable judgment of such Agent or such purchaser, impracticable to market the Notes on the terms and in the manner contemplated in the Prospectus as so amended or supplemented;

(ii) There shall not have occurred any (A) suspension or material limitation of trading generally on or by, as the case may be, the

New York Stock Exchange, the American Stock Exchange, the Nasdaq National Market, the Chicago Board Options Exchange, the Chicago Mercantile Exchange or the Chicago Board of Trade; (B) suspension of trading of any securities of the Company on any exchange or in the over-the-counter market; (C) declaration of a general moratorium on commercial banking activities in New York by either federal or New York state authorities; or (D) any outbreak or escalation of any hostilities or any change in financial markets or any calamity or crisis that, in the reasonable judgment of the relevant Agent or such purchaser, as the case may be, is material and adverse and, in the case of any of the events described in clauses (ii)(A) through (D), such event, singly or together with any other such event, makes it, in the reasonable judgment of such Agent or such purchaser, as the case may be, impracticable to market the Notes on the terms and in the manner contemplated by the Prospectus, as amended or supplemented at the time of such solicitation or at the time such offer to purchase was made;

(iii) There shall not have occurred any downgrading, nor shall any notice have been given of (A) any intended or potential downgrading or (B) any review or possible change that does not indicate the direction of a possible change, in the rating accorded any of the Company's securities by any "nationally recognized statistical rating organization," as such term is defined for purposes of Rule 436(g)(2) under the Securities Act;

(A) except, in each case described in paragraph (i), (ii) or (iii) above, as disclosed to the relevant Agent in writing by the Company prior to such solicitation or, in the case of a purchase of Notes, as disclosed to the relevant Agent or such purchaser, as the case may be, before the offer to purchase such Notes was made or (B) unless in each case described in (ii) above, the relevant event shall have occurred and been known to the relevant Agent prior to such solicitation or, in the case of a purchase of Notes, to the relevant Agent or such purchaser, as the case may be, before the offer to purchase such Notes was made.

The Company acknowledges that no Agent shall have any duty or obligation to exercise the judgment described in paragraphs (i), (ii) and (iii) above on behalf of any purchaser of Notes other than such Agent.

(b) On the Commencement Date and, if called for by any agreement by an Agent to purchase Notes as principal, on the corresponding Settlement Date, the relevant Agents shall have received:

(i) The opinion, dated as of such date, of Thomas C. Nord, Vice President and General Counsel for the Company (or other counsel to the Company acceptable to the Agents), to the effect that:

(A) The Company has been duly incorporated, is validly existing as a corporation in good standing under the laws of the State

of Delaware and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or the ownership and leasing of its properties requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not have a material adverse effect on the Company and its subsidiaries, considered as one enterprise.

(B) Each Significant Subsidiary has been duly incorporated, is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or the ownership or leasing of its property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not have a material adverse effect on the Company and its subsidiaries, considered as one enterprise.

(C) Each of the Company and its subsidiaries has all necessary consents, authorizations, approvals, orders, certificates and permits of and from, and has made all declarations and filings with, all federal, state, local and other governmental authorities, all self-regulatory organizations and all courts and other tribunals, to own, lease, license and use its properties and assets and to conduct its business in the manner described in the Prospectus, as amended or supplemented, except to the extent that the failure to obtain or file would not have a material adverse effect on the Company and its subsidiaries, considered as one enterprise.

(D) The Indenture has been duly authorized, executed and delivered by the Company, is a valid and binding agreement of the Company, enforceable in accordance with its terms, and has been duly qualified under the Trust Indenture Act.

(E) The form of fixed rate note and the form of floating rate note have been duly authorized and established in conformity with the provisions of the Indenture and when the Notes have been executed and authenticated by the Trustee or its duly appointed agents in accordance with the provisions of the Indenture and delivered to and duly paid for by the purchasers thereof, they will be valid and legally binding obligations of the Company, enforceable in accordance with their terms and will be entitled to the benefits of the Indenture.

(F) Each of this Agreement and any applicable Terms Agreement has been duly authorized by the Company and each of

this Agreement and any Written Terms Agreement has been duly executed and delivered by the Company.

(G) The execution and delivery by the Company of, and the performance by the Company of its obligations under, this Agreement, the Indenture, the Notes and any applicable Terms Agreement will not contravene any provision of applicable law or the certificate of incorporation or bylaws of the Company or any agreement or other instrument binding upon the Company or any of its subsidiaries that is material to the Company and its subsidiaries, considered as one enterprise,

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or, to the best of such counsel's knowledge, any judgment, order or decree of any governmental body, agency or court having jurisdiction over the Company or any subsidiary, and no consent, approval or authorization of any governmental body or agency is required for the performance by the Company of its obligations under this Agreement, the Indenture, the Notes or any applicable Terms Agreement, except such as are specified and have been obtained and such as may be required by the Securities Act, the Exchange Act, the Trust Indenture Act or the securities or Blue Sky laws of the various states in connection with the offer and sale of the Notes.

(H) The statements (1) in the Prospectus under the captions "Description of Notes" and "Plan of Distribution"; (2) in "Item 3--Legal Proceedings" of the Company's most recent annual report on Form 10-K incorporated by reference in such Prospectus and (3) in Item 15 of the Registration Statement, as amended or supplemented, and in each case insofar as such statements constitute summaries of the legal matters, documents or proceedings referred to therein, fairly present the information called for with respect to such legal matters, documents and proceedings and fairly summarize the matters referred to therein.

(I) To the best of such counsel's knowledge, after due inquiry, there are no legal or governmental proceedings pending or threatened to which the Company or any of its subsidiaries is a party or to which any of the properties of the Company or any of its subsidiaries is subject that is required to be described in the Registration Statement or the Prospectus, as amended or supplemented, and is not so described, or of any statute, regulation, contract or other document that is required to be described in the Registration Statement or the Prospectus, as amended or supplemented, or to be filed as an exhibit to the Registration Statement or the Prospectus, as amended or supplemented, or to be filed as an exhibit to the Registration Statement that is not described or filed as required.

(J) Such counsel (1) is of the opinion that each document, if any, filed pursuant to the Exchange Act (except as to financial statements and schedules, as to which such counsel need not express any opinion and except for that part of the Registration Statement that constitutes the Statement of Eligibility and Qualification of the Trustee on Form T-1) and incorporated by reference in the Registration Statement and the Prospectus, as amended or supplemented, complied when so filed as to form in all material respects with such act and the rules and regulations thereunder, (2) believes that (except as to financial statements and schedules as to which such counsel need not express any belief and except for that part of the Registration Statement that constitutes the Form T-1 heretofore referred to) each part of the Registration Statement as amended if applicable when such part became effective or was incorporated by reference into the Registration Statement, did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (3) is of the opinion that the Registration Statement and Prospectus, as amended or supplemented, if applicable (except as to financial statements and schedules included therein as to which such counsel need not express any opinion and except for that part of the Registration Statement that constitutes the Form T-1 heretofore

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referred to), comply as to form in all material respects with the Securities Act and the applicable rules and regulations thereunder and (4) believes that (except as to financial statements and schedules as to which such counsel need not express any belief and except for that part of the Registration Statement that constitutes the Form T-1 heretofore referred to) the Registration Statement and the Prospectus, as amended or supplemented, if applicable, as of the Commencement Date or the date of any agreement by an Agent to purchase the Notes as principal, as the case may be, and, as of the date such opinion is delivered, do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

In rendering such opinion, such counsel may qualify any opinion as to enforceability by stating that such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium and other similar laws affecting the rights and remedies of creditors and is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). Such counsel may rely, as to all matters governed by the laws of jurisdictions other than the State of New York, the General Corporation Law of the State of Delaware

and the federal law of the United States, upon opinions of other counsel (copies of which shall be delivered to each Agent), who shall be counsel satisfactory to counsel to the Agents. Such counsel may also state that, insofar as such opinion involves factual matters, he has relied, to the extent he deems proper, upon certificates of officers of the Company and its subsidiaries and certificates of public officials. With respect to paragraph (J) in Section 4(b)(i) above, such counsel need not express any opinion as to the information included under the heading, if any, in the Registration Statement, Prospectus, or any amendments or supplements thereto, "Certain United States Federal Tax Consequences" and with respect to clauses (3) and (4) of (J) in Section 4(b)(i) above, such counsel may state that his opinion and belief are based upon his participation in the preparation of the Registration Statement and the Prospectus and any amendments or supplements thereto (other than the documents incorporated by reference) and upon review and discussion of the contents thereof (including documents incorporated by reference) but are without independent check or verification except as specified.

(ii) The opinion dated as of such date, of _____, special counsel for the Agents, covering the matters in paragraphs (D), (E) (F) and (H) (with respect to statements in the Prospectus under the captions "Description of Notes" and "Plan of Distribution"), and clauses (3) and (4) of paragraph (J) in Section 4(b)(i) above. In rendering such opinion, such counsel may qualify any opinion as to enforceability by stating that such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium and other similar laws affecting the rights and remedies of creditors and is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). With respect to clause (4) of paragraph (J) in Section 4(b)(i) above, such counsel may state its opinion in the negative and with respect to clauses (3) and (4) of paragraph (J), such counsel may state that its opinion and belief are based upon its participation in the preparation of the Registration Statement and the Prospectus and any amendments or supplements thereto (other than the documents incorporated by reference) and upon review and

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discussion of the contents thereof (including documents incorporated by reference) but are without independent check or verification except as specified.

(c) On the Commencement Date and, if called for by any agreement by any Agent to purchase Notes as principal, on the corresponding Settlement Date, the Company shall have furnished to each Agent a certificate, dated such Commencement Date or Settlement Date, as the case may be, signed by an executive officer of the Company to the effect that the representations and warranties of the Company contained herein are true and correct as of such date and the Company has complied with all the agreements and satisfied all the

conditions on its part to be performed or satisfied at or before such date.

The officer signing and delivering such certificate may rely upon the best of his knowledge as to proceedings threatened.

(d) On the Commencement Date and, if called for by any agreement by any Agent to purchase Notes as principal, on the corresponding Settlement Date, the Company's independent public accountants shall have furnished to the relevant Agent a letter or letters, dated as of the Commencement Date or such Settlement Date, as the case may be, in form and substance reasonably satisfactory to each such Agent, containing statements and the information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in or incorporated by reference into the Prospectus.

(e) On the Commencement Date and on each Settlement Date, the Company shall have furnished to the relevant Agents such appropriate further information, certificates and documents as they may reasonably request.

5. Additional Agreements of the Company.

(a) Each time the Registration Statement or the Prospectus is amended or supplemented (other than by an amendment or supplement providing solely for a change in the interest rates, redemption provisions, amortization schedules or maturities offered on the Notes or for a change deemed immaterial in the reasonable opinion of the Agents), the Company will deliver or cause to be delivered forthwith to any Agent requesting it in writing, a certificate signed by an executive officer of the Company, dated the date of such amendment or supplement, as the case may be, in form reasonably satisfactory to each Agent, of the same tenor as the certificate referred to in Section 4(c) relating to the Registration Statement or the Prospectus as amended and supplemented to the time of delivery of such certificate.

(b) Each time the Company furnishes a certificate pursuant to Section 5(a), the Company shall furnish or cause to be furnished forthwith to each Agent a written opinion of counsel for the Company. Any such opinion shall be dated the date of such amendment or supplement, as the case may be, shall be in a form reasonably satisfactory to each Agent and shall be of the same tenor as the opinion referred to in Section 4(b)(i), but modified to relate to the Registration Statement or the Prospectus as amended and supplemented to the time of delivery of such opinion. In lieu of such opinion, counsel last furnishing such an opinion to each Agent may furnish to such Agent a letter to the effect that such Agent may rely on such last opinion to the same extent as though it were dated the date of such letter (except that statements in such last opinion will be deemed to relate to the Registration Statement or the Prospectus as amended and supplemented to the time of delivery of such letter).

(c) Each time the Registration Statement or the Prospectus is amended or supplemented to set forth amended or supplemental financial information or such amended or supplemental information is incorporated by reference in the Registration Statement or the Prospectus, the Company shall cause its independent public accountants forthwith to furnish to any Agent requesting it in writing a letter, dated the date of such amendment or supplement, as the case may be, in form reasonably satisfactory to such Agent, of the same tenor as the letter referred to in Section 4(d), with regard to the amended or supplemental financial information included or incorporated by reference in the Registration Statement or the Prospectus as amended or supplemented to the date of such letter.

(d) In the event that the Company issues any Notes that are not exempt from the usury provisions of Section 1 of Article XV of the California Constitution ("California usury law"), the interest rate on such Notes shall bear interest at a rate or rates not exceeding that permitted under California usury law.

6. Indemnification and Contribution.

(a) The Company agrees to indemnify and hold harmless each Agent, the officers, directors, employees and agents of such Agent, and each person, if any, who controls such Agent within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act from and against any and all losses, claims, damages or liabilities caused by any untrue statement or allegedly untrue statement of a material fact contained in the Registration Statement or in any amendment thereof or the Prospectus (as amended or supplemented if the Company shall have furnished any amendments or supplements thereto), or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made not misleading except insofar as such losses, claims, damages or liabilities are caused by any such untrue statement or omission or alleged untrue statement or alleged omission based upon information furnished to the Company in writing by or on behalf of such Agent expressly for use therein.

(b) Each Agent agrees, severally and not jointly, to indemnify and hold harmless the Company, its directors, its officers who sign the Registration Statement and any person who controls the Company within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the foregoing indemnity from the Company to each such Agent, but only with reference to information relating to such Agent furnished in writing by such Agent expressly for use in the Registration Statement or the Prospectus or any amendments or supplements thereto.

(c) In case any proceeding (including any governmental investigation) shall be instituted involving any person in respect of which indemnity may be sought pursuant to either paragraph (a) or (b) above, such person (the "indemnified party") shall promptly notify the person against whom such indemnity may be sought (the "indemnifying party") in writing and the

indemnifying party, upon request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate in such proceeding and shall pay the reasonable fees and disbursements of such counsel related to such proceeding. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel or (ii) the named parties to any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood that the indemnifying party

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shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all such indemnified parties and that all such fees and expenses shall be reimbursed as they are incurred. Such firm shall be mutually agreed upon by the Agents who are parties to any such proceeding and designated in writing by each of the Agents included in any such proceeding after consultation with such other Agents who are parties to such proceeding, in the case of parties indemnified pursuant to paragraph (b) above and by the Company in the case of parties indemnified pursuant to paragraph (a) above. The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent but if settled with such consent or if there be a final judgment for the plaintiff the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for reasonable fees and expenses of counsel as contemplated by the third sentence of this paragraph, the indemnifying party agrees that it shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 30 days after receipt by such indemnifying party of the aforesaid request and (ii) such indemnifying party shall not have reimbursed the indemnified party in accordance with such request prior to the date of such settlement. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened proceeding in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party unless such settlement includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding.

(d) If the indemnification provided for in paragraph (a) or (b) of this Section 6 is unavailable to an indemnified party or insufficient in respect of any losses, claims, damages or liabilities referred to therein in connection with any offering of Notes, then each indemnifying party under such

paragraph, in lieu of indemnifying such indemnified party thereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Agent or Agents, as the case may be, on the other from the offering of the Notes for which the claim of indemnification or contribution, as the case may be, is made or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company on the one hand and of the Agent or Agents, as the case may be, on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Agent or Agents, as the case may be, on the other in connection with the offering of the Notes for which the claim of indemnification or contribution, as the case may be, is made shall be deemed to be in the same respective proportions as the net proceeds from the offering of such Notes (before deducting expenses) received by the Company and the total discounts and commissions received by the Agents in respect thereof, in each case as set forth in the Prospectus, bear to the total aggregate public offering price of such Notes. The relative fault of the Company on the one hand and of the Agent or Agents, as the case may be, on the other shall be determined by reference to, among other things, whether the untrue or allegedly untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Company or by the Agents and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(e) The Company and the Agents agree that it would not be just and equitable if contribution pursuant to this Section 6 were determined by pro rata allocation (even if

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the Agents were treated as one entity for such purpose) or by any other method of allocation which does not take account of the considerations referred to in the immediately preceding paragraph. The amount paid or payable by an indemnified party as a result of the losses, claims, damages and liabilities referred to in paragraph (d) above shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 6, no Agent shall be required to contribute any amount in excess of the amount by which the total price at which the Notes offered and sold to the public for which the claim of indemnification or contribution, as the case may be, is made through such Agent exceeds the amount of any damages which such Agent has otherwise been required to pay by reason of such untrue or allegedly untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to

contribution from any person who was not guilty of such fraudulent misrepresentation. The remedies provided for in this Section 6 are not exclusive and shall not limit any rights or remedies which may otherwise be available to any indemnified party at law or in equity. The Agents' obligations pursuant to Section 6(d) hereof to contribute are several in proportion to the respective amounts of Notes sold with respect to which a claim for contribution is made, and not joint.

7. Position of the Agents. In acting under this Agreement and in connection with the sale of any Notes by the Company (other than Notes sold to an Agent as principal), each Agent is acting solely as agent of the Company, and not as principal, and does not assume any obligation towards or relationship of agency or trust with any purchaser of Notes. Each Agent shall make reasonable efforts to assist the Company in obtaining performance by each purchaser whose offer to purchase Notes has been solicited by such Agent and accepted by the Company, but such Agent shall not have any liability to the Company in the event any such purchase is not consummated for any reason. If the Company shall default in its obligations to deliver Notes to a purchaser whose offer it has accepted, the Company shall hold the relevant Agent harmless against any loss, claim, damage or liability arising from or as a result of such default and shall, in particular, pay to such Agent the commission such Agent would have received had such sale been consummated.

8. Termination. This Agreement may be terminated at any time either by the Company or, as to any Agent, by the Company or such Agent upon the giving of written notice of such termination to the other parties hereto, but without prejudice to any rights, obligations or liabilities of any party hereto accrued or incurred prior to such termination. Any Terms Agreement shall be subject to termination in the absolute discretion of each Agent on the terms set forth therein. The termination of this Agreement shall not require termination of any agreement by an Agent to purchase Notes as principal, and the termination of any such agreement shall not require termination of this Agreement. If this Agreement is terminated, the provisions of the third paragraph of Section 2(a), Section 2(e), the last two sentences of Section 3(b) and Sections 3(c) (only with respect to the Company's security holders), 3(g), 6, 7, 9, 11 and 14 shall survive; provided that if at the time of termination an offer to purchase Notes has been accepted by the Company but the time of delivery to the purchaser or its agent of such Notes has not occurred, the provisions of Sections 2(b), 2(c), 3(a), 3(e), 3(f), 3(h), 4 and 5 shall also survive with respect to such Notes until such delivery has been made. If any Terms Agreement is terminated, the provisions of Sections 3(c), 3(g), 6 and 9 and the last two sentences of Section 3(b) (which shall be deemed to have been incorporated by reference in such Terms Agreement) shall survive with respect to the Notes covered under such Terms Agreement.

9. Representations and Indemnities to Survive. The respective indemnity and contribution agreements, representations, warranties and other statements of the Company, its officers and any of the Agents set forth in or made pursuant to this Agreement or any agreement by

any Agent to purchase Notes as principal will remain in full force and effect, regardless of any investigation made by or on behalf of any of the Agents or the Company or any of the officers, directors or controlling persons referred to in Section 6 hereof, and will survive delivery of and payment for the Notes.

10. Notices. Unless a notice is expressly required to be given by telephone hereunder, all communications hereunder will be in writing and effective only on receipt, and, if sent to the Agents, will be mailed, delivered or telecopied and confirmed to Salomon Brothers Inc. at 7 World Trade Center, New York, New York 10048, Attention: Medium-Term Note Group (teletype number: (212) 783-2274); to Chase Securities Inc. at 270 Park Avenue, 8th Floor, New York, New York 10017-2070, Attention: Medium-Term Note Desk (teletype number: (212) 834- 6081); to Morgan Stanley & Co. Incorporated at 1585 Broadway, Second Floor, New York, New York 10036, Attention: Manager, Continuously Offered Products (teletype number: (212) 761- 0783); and to Warburg Dillon Read at 677 Washington Boulevard, Stamford, CT 06901, Attention: Medium-Term note Group (teletype number: (203) 719-0495; or, if sent to the Company, will be mailed, delivered or telecopied and confirmed to it at Four Embarcadero Center, San Francisco, California 94111, Attention: Treasurer (teletype number: (415) 955-3493).

11. Successors. This Agreement and any Terms Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers and directors and controlling persons referred to in Section 6 and the purchasers of Notes (to the extent expressly provided in Section 4), and no other person will have any right or obligation hereunder.

12. Amendments. This Agreement may be amended or supplemented if, but only if, such amendment or supplement is in writing and is signed by the Company and each Agent; provided that the Company may from time to time, without the consent of any Agent, amend this Agreement to add as a party hereto one or more additional firms registered under the Exchange Act, whereupon each such firm shall become an Agent hereunder on the same terms and conditions as the other Agents that are parties hereto. The Agents shall sign any amendment or supplement giving effect to the addition of any such firm as an Agent under this Agreement.

13. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

14. Applicable Law. This Agreement will be governed by and construed in accordance with the internal laws of the State of New York applicable to a contract executed and performed in such State without giving effect to the conflicts of laws principles thereof.

15. Headings. The headings of the sections of this Agreement have

been inserted for convenience of reference only and shall not be deemed a part of this Agreement.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicate hereof, whereupon this letter and your acceptance shall represent a binding agreement between the Company and the Agents.

Very truly yours,

GATX CAPITAL CORPORATION

By

Name: Michael E. Cromar
Title: Vice President and Chief Financial
Officer

The foregoing Agreement is hereby confirmed and accepted as of the date first above-written.

MORGAN STANLEY & CO. INCORPORATED

By

Name:
Title:

SALOMON BROTHERS INC

By

Name:
Title:

CHASE SECURITIES INC.

By

Name:
Title:

By

Name:

Title:

EXHIBIT A

MEDIUM-TERM NOTES, SERIES F

COMMISSION SCHEDULE

Term	Commission Rate %
From 9 months to less than 1 year	.125
From 1 year to less than 18 months	.150
From 18 months to less than 2 years	.200
From 2 years to less than 3 years	.250
From 3 years to less than 4 years	.350
From 4 years to less than 5 years	.450
From 5 years to less than 6 years	.500
From 6 years to less than 7 years	.550
From 7 years to less than 10 years	.600
From 10 years to less than 15 years	.625
From 15 years to less than 20 years	.700
From 20 years to less than 30 years	.750

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EXHIBIT B

GATX CAPITAL CORPORATION

MEDIUM-TERM NOTES, SERIES F

TERMS AGREEMENT

GATX Capital Corporation
Four Embarcadero Center
San Francisco, California 94111

Attention:

Re: Distribution Agreement
dated _____, 1999
(the "Distribution Agreement")

The undersigned agrees to purchase the following principal amount of your
Medium-Term Notes, Series F: \$

All Notes:	Fixed Rate Notes:	Floating Rate Notes:
Purchase price:	Interest rate:	Base rate:
Settlement date:	Amortization schedule:	Index maturity:
Place of delivery:		Spread:
Maturity date:		Initial interest rates:
Interest payment dates:		Initial interest reset date:
Original issue discount provisions:		Interest reset dates:
Redemption provisions:		Maximum rate:
Other terms:		Minimum rate:
		Interest reset period:
		Calculation agent:

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[The certificates referred to in Section 4(c) of the Distribution Agreement, the opinion of the general counsel for the Company referred to in Section 4(b) (i) of the Distribution Agreement and the accountants' letter referred to in Section 4(d) of the Distribution Agreement will be required.]
[The following information, certificates and documents referred to in Section 4(e) of the Distribution Agreement will be required _____.]

[Name of Agent]

By

Name:

Title:

Accepted:

GATX CAPITAL CORPORATION

By

Name:

Title:

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EXHIBIT C

GATX CAPITAL CORPORATION

Medium-Term Notes, Series F

Administrative Procedures

Medium-Term Notes, Series F (the "Notes") in the aggregate principal amount of \$500,000,000 are to be offered on a continuing basis by GATX Capital Corporation (the "Company"). Morgan Stanley & Co. Incorporated, Salomon Brothers Inc, Chase Securities Inc. and Warburg Dillon Read (the "Agents") have agreed to solicit purchases of the Notes, as agents for the Company, or to purchase Notes, as principal, for their own account. The Notes are being sold pursuant to a Distribution Agreement between the Company and the Agents dated _____, 1999 (the "Agreement"). The Notes have been registered with the Securities and Exchange Commission (the "Commission") and will be offered pursuant to a Prospectus relating to the Notes (the "Prospectus"). The Chase Manhattan Bank and Trust Company, N.A. (the "Trustee") is the trustee under the Indenture dated as of July 31, 1989, as supplemented and amended by the Supplemental Indentures dated as of December 18, 1991, January 2, 1996, and October 14, 1997, covering the Notes (the "Indenture"). Capitalized terms used but not defined herein shall have the respective meanings set forth in the Indenture and, if not defined therein, then such capitalized terms shall have the respective meanings set forth in the Notes (which in the case of Book Entry Notes (as defined below) shall be the related global Note).

The Notes will either be issued (a) in book-entry form and represented by one or more global Notes delivered to the Trustee as custodian for The Depository Trust Company ("DTC") (or on behalf of such other depository as is identified in the applicable Pricing Supplement, provided that such depository shall execute a letter of representation and a Medium-Term Note,

Series F certificate agreement with the Trustee with respect to the Notes), and recorded in the book-entry system maintained by DTC and registered in the name of DTC's nominee (each, a "Book-Entry Note"), or (b) in the form of a Certificate issued in definitive form (a "Certificated Note").

Administrative procedures and specific terms of the offering are explained below. Owners of beneficial interests in Book-Entry Notes will be entitled to physical delivery of Certificated Notes equal in principal amount to their respective beneficial interests only upon certain limited circumstances described in the Prospectus.

General procedures relating to the issuance of all Notes are set forth in Part I hereof. Additionally, Book-Entry Notes will be issued in accordance with the administrative procedures set forth in Part II hereof and Certificated Notes will be issued in accordance with the administrative procedures set forth in Part III hereof.

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PART 1: GENERAL

Date of Issuance/
Authentication:

Each Note will be dated as of the date of its authentication by the Trustee. Each Note shall also bear an original issue date (the "Original Issue Date"). The Original Issue Date shall remain the same for all Notes subsequently issued upon transfer, exchange or substitution of an original Note regardless of their dates of authentication.

Maturities:

Each Note will mature on a date selected by the purchaser and agreed to by the Company which is not less than nine months nor more than thirty years from its Original Issue Date; provided, however, that Floating Rate Notes will bear interest pursuant to the interest rate formula stated therein and in the applicable Pricing Supplement and will mature on an Interest Payment Date.

Price To Public:

Each Note will be sold at 100% of principal amount (unless otherwise agreed in a Terms Agreement as defined in the Distribution Agreement).

Interest Payments:

Each payment of interest on Fixed Rate Notes will include interest accrued through the day preceding, as the case may be, the Interest Payment Date or Stated Maturity

(each Stated Maturity is referred to herein as "Maturity"). Unless otherwise indicated in the applicable Pricing Supplement, interest payments on each Floating Rate Note (except in the case of Floating Rate Notes which reset daily or weekly) shall be the amount of interest accrued from, and including, the next preceding Interest Payment Date in respect of which interest has been paid (or from, and including, the date of original issue if no interest has been paid with respect to such Floating Rate Note) to, but excluding, the Interest Payment Date. In the case of Floating Rate Notes on which the interest is reset daily or weekly, however, the interest payments shall include interest accrued from, but excluding, the next preceding Regular Record Date in respect of which interest has been paid (or from, and including, the date of original issue if no interest has been paid with respect to such Floating Rate Note) to, and including, the Regular Record Date next preceding the applicable Interest Payment Date, except that the interest payment at Maturity will include interest accrued to, but excluding, such date.

Regular Record Dates:

Except as otherwise provided in the applicable Pricing Supplement, the Regular Record Date with respect to any Interest Payment Date for a Fixed Rate Note shall be the

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March 15 or September 15 preceding such Interest Payment Date. The Regular Record Date with respect to any Interest Payment Date for a Floating Rate Note shall be the date 15 calendar days (whether or not a Business Day) (as hereinafter defined) preceding such Interest Payment Date.

Interest Payment Dates:

Except as otherwise provided in the applicable Pricing Supplement, interest payments will be made on each payment date commencing with the first Interest Payment Date following the Original Issue Date;

provided, however, the first payment of interest of any Note originally issued between a Regular Record Date and an Interest Payment Date will occur on the Interest Payment Date following the next succeeding Regular Record Date to the registered owner on such next succeeding Regular Record Date.

If an Interest Payment Date with respect to any Note would otherwise fall on a day that is not a Business Day with respect to such Note, such Interest Payment Date will be the following day that is a Business Day with respect to such Note, except that, in the case of a LIBOR Note, if such day falls in the next calendar month, such Interest Payment Date will be the preceding day that is a Business Day with respect to such LIBOR Note.

Fixed Rate Notes:

Except as otherwise provided in the applicable Pricing Supplement, interest payments on Fixed Rate Notes will be made semiannually on April 1 and October 1 of each year and at Maturity.

Floating Rate Notes:

Unless otherwise stated in the applicable Pricing Supplement, interest will be payable in the case of the Floating Rate Notes which reset daily, weekly or monthly, on the third Wednesday of each month or on the third Wednesday of March, June, September and December of each year; in the case of Floating Rate Notes which reset quarterly, on the third Wednesday of March, June, September and December of each year; in the case of Floating Rate Notes which reset semiannually, on the third Wednesday of the two months of each year specified in the Floating Rate Note; and in the case of Floating Rate Notes which reset annually, on the third Wednesday of the month specified in the Floating Rate Note and; in each case, at Maturity or, if applicable, upon redemption or optional repayment. For additional special provisions relating to Floating Rate Notes, see the Prospectus.

Calculation of Interest:

In the case of Fixed Rate Notes, interest (including payments for partial periods)

will be calculated and paid on the basis of a 360-day year of twelve 30-day months. In the case of

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Floating Rate Notes, interest will be calculated and paid on the basis of the actual number of days in the interest period divided by 360 for Commercial Paper Rate Notes, Federal Funds Rate Notes, and LIBOR Notes, and on the basis of the actual number of days in the interest period divided by the actual number of days in the year for Treasury Rate Notes and on any other basis as set forth in the applicable Pricing Supplement. Floating Rate Notes will have daily, weekly, monthly, quarterly, biannual or annual resets of the rate of interest which will be specified in the applicable Pricing Supplement and in the applicable Note.

Acceptance of Offers:

The Company will have the sole right to accept offers to purchase Notes. Each Agent will communicate, orally or in writing, each reasonable offer to purchase Notes received by it. The Company may reject any offer in whole or in part and will promptly notify such Agent of any such rejection. Each Agent may without notice to the Company reject any offer received by it in whole or in part in its discretion reasonably exercised.

Preparation of Pricing Supplements:

If any offer to purchase a Note is accepted by the Company, the Company, with the approval of the Agent which presented such offer (the Presenting Agent), will prepare a Pricing Supplement reflecting the terms of such Note and file such Pricing Supplement and the plan of distribution thereof (the "Supplemented Prospectus"), with the Commission in accordance with Rule 424 under the Securities Act. The Presenting Agent will cause a stickered Supplemented Prospectus to be delivered to the purchaser of the Note.

In each instance that a Pricing Supplement

is prepared, the Agents will affix the Pricing Supplement to Supplemented Prospectuses prior to their use. Outdated Pricing Supplements, and the Supplemented Prospectuses to which they are attached (other than those retained for files), will be destroyed.

Settlement:

The receipt of immediately available funds by the Company in payment for a Note and the authentication and delivery of such Note shall, with respect to such Note, constitute "settlement." All offers accepted by the Company will be settled within three Business Days after the date of such acceptance by the Company at a time as the purchaser and the Company shall agree (but no earlier than the next Business Day) pursuant to the timetable for settlement set forth in Parts II and III hereof under "Settlement Procedures" with respect to Book- Entry Notes and Certificated Notes, respectively. If Settlement Procedures A and B with respect to a particular offer are not completed on

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or before the time set forth under the applicable "Settlement Procedures Timetable," such offer shall not be settled until the Business Day following the completion of Settlement Procedures A and B or such later date as the purchaser and the Company shall agree.

In the event of a purchase of Notes by any Agent as principal, appropriate settlement details will be set forth in the applicable Terms Agreements to be entered into between such Agent and the Company pursuant to the Distribution Agreement.

PART II: PROCEDURES FOR BOOK-ENTRY NOTES

In connection with the administration of Book-Entry Note procedures, the Trustee will perform the custodial, document control and administrative functions described below in accordance with its obligations under a Letter of Representations from the Company and the Trustee to DTC dated [January 19, 1996]

(the "Letter of Representations") and its obligations as a participant in DTC, including DTC's Same-Day Funds Settlement System ("SDFS").

Issuance:

All Fixed Rate Notes issued in book-entry form having the same Interest Rate, Original Issue Date, Maturity Date, Redemption Date and Prices, if any, Sinking Fund Dates and Accounts, if any, and Original Issue Discount features, if any (collectively, the "Fixed Rate Terms"), will be represented initially by a single Book-Entry Note and all Floating Rate Notes issued in book-entry form having the same Original Issue Date, base rate upon which interest may be determined (each an "Interest Rate Basis"), which may be the Commercial Paper Rate, the Federal Funds Rate, the Treasury Rate, LIBOR or any other rate set forth by the Company, Initial Interest Rate, Index Maturity, Spread, if any, Minimum Interest Rate, if any, Maximum Interest Rate, if any, Redemption Dates and Prices, if any, Sinking Fund Dates and Amounts, if any, Original Issue Discount features, if any, Interest Reset Dates, Interest Payment Dates and Maturity (collectively, "Floating Rate Terms") will be represented initially by a single Book-Entry Note.

Each Book-Entry Note will be dated and issued as of the date of its authentication by the Trustee. Each Book-Entry Note will bear an Interest Accrual Date, which will be (a) with respect to an original Book-Entry Note (or any portion thereof), its Original Issue Date and (b) with respect to any Book-Entry Note (or portion thereof) issued subsequently upon exchange of a Book-Entry Note or in lieu of a destroyed, lost or stolen Book-Entry Note, the most recent Interest Payment Date to which interest has been paid or

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duly provided for on the predecessor Book-Entry Note or Notes (or if no such payment or provision has been made, the Original Issue Date of the predecessor

Book-Entry Note or Notes), regardless of the date of authentication of such subsequently issued Book-Entry Note. No Book-Entry Note shall represent any Note issued in certificated form.

Identification:

The Company has arranged with the CUSIP Service Bureau of Standard & Poor's Corporation (the "CUSIP Service Bureau") for the reservation of approximately 900 CUSIP numbers which have been reserved for future assignment to Book-Entry Notes representing Notes issued in book-entry form and the Company has delivered to the Trustee and DTC an initial written list of 900 of such CUSIP numbers. The Company will assign CUSIP numbers to Book-Entry Notes as described below under Settlement Procedure B. DTC will notify the CUSIP Service Bureau periodically of the CUSIP numbers that the Company has assigned to Book-Entry Notes. The Trustee will notify the Company at any time when fewer than 100 of the reserved CUSIP numbers remain unassigned to Book-Entry Notes and, if it deems necessary, the Company will reserve additional CUSIP numbers for assignment to Book-Entry Notes representing Notes issued in book-entry form. Upon obtaining such additional CUSIP numbers, the Company will deliver a list of such additional numbers to the Trustee and DTC.

Registration:

Each Book-Entry Note will be registered in the name of Cede & Co., as nominee for DTC, on the security register maintained by the Security Registrar under the Indenture. The beneficial owner of a Note issued in book-entry form (i.e., an owner of a beneficial interest in a Book-Entry Note) (or one or more indirect participants in DTC designated by such owner) will designate one or more participants in DTC (with respect to such Note issued in book-entry form, the "Participants") to act as agent for such beneficial owner in connection with the book-entry system maintained by DTC, and DTC will record in book-entry form in accordance with instructions provided by such Participants a credit balance with respect to such Note issued in book-entry form in the account of such Participants. The

ownership interest of such beneficial owner in such Note issued in book-entry form will be recorded through the records of such Participants or through the separate record of such Participants and one or more indirect participants in DTC.

Transfers:

Transfers of a Book-Entry Note will be accomplished by book entries made by DTC and, in turn, by Participants (and in certain cases one or more indirect participants in DTC)

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acting on behalf of beneficial transferors and transferees of such Book-Entry Note.

Exchanges:

The Trustee may deliver to DTC and the CUSIP Service Bureau at any time a written notice specifying (a) the CUSIP numbers of two or more Book-Entry Notes Outstanding on such date that represent Book-Entry Notes having the same Fixed Rate Terms or Floating Rate Terms, as the case may be (other than Original Issue Dates), and for which interest has been paid to the same date; (b) a date, occurring at least 30 days after such written notice is delivered and at least 30 days before the next Interest Payment Date for the related Notes issued in book-entry form, on which such Book-Entry Notes shall be exchanged for a single replacement Book-Entry Note; and (c) a new CUSIP number, obtained from the Company, to be assigned to such replacement Book-Entry Note. Upon receipt of such a notice, DTC will send to its participants (including the Trustee) a written notice to the effect that such exchange will occur on such date. Prior to the specified exchange date, the Trustee will deliver to the CUSIP Service Bureau written notice setting forth such exchange date and the new CUSIP number and stating that, as of such exchange date, the CUSIP numbers of the Book-Entry Notes to be exchanged will no longer be valid. On the specified exchange date, the Trustee will exchange such Book-Entry Notes for a single

Book-Entry Note bearing the new CUSIP number and the CUSIP numbers of the exchanged Book-Entry Notes will, in accordance with CUSIP Service Bureau procedures, be canceled and not immediately reassigned.

Notwithstanding the foregoing, if the Book-Entry Notes to be exchanged exceed \$200,000,000 in aggregate principal amount, one or more replacement Book-Entry Note(s) will be authenticated and issued, each to represent \$200,000,000 of principal amount of the exchanged Book-Entry Notes and an additional Book-Entry Note or Notes will be authenticated and issued to represent any remaining principal amount of such Book-Entry Notes (see "Denominations" below).

Denominations:

Book-Entry Notes will be issued in denominations of \$100,000 and any larger denomination which is an integral multiple of \$1,000. Book-Entry Notes will be denominated in principal amounts not in excess of \$200,000,000. If one or more Notes issued in book-entry form having an aggregate principal amount in excess of \$200,000,000 would but for the preceding sentence be represented by a single Book-Entry Note, then one Book-Entry Note will be issued to represent \$200,000,000 principal amount of such Note or Notes issued in book-entry form and an additional Book-Entry Note or Notes will be issued to represent any

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remaining principal amount of such Note or Notes issued in book-entry form. In such a case, each of the Book-Entry Notes representing such Note or Notes issued in book-entry form shall be assigned the same CUSIP number.

Interest--General:

Each payment of interest on each Book-Entry Note that is a Fixed Rate Note will include interest accrued through the day preceding, as the case may be, the Interest Payment Date or Maturity Date. Unless otherwise

indicated in the applicable Pricing Supplement, interest payments on each Book-Entry Note that is a Floating Rate Note (except in the case of Floating Rate Notes which reset daily or weekly) shall be the amount of interest accrued from, and including, the next preceding Interest Payment Date in respect of which interest has been paid (or from, and including, the date of issue if no interest has been paid with respect to such Floating Rate Note) to, but excluding, the Interest Payment Date. In the case of Floating Rate Notes on which the interest is reset daily or weekly, however, the interest payments shall include interest accrued from, but excluding, the next preceding Regular Record Date in respect of which interest has been paid to, and including, the Regular Record Date next preceding the applicable Interest Payment Date, except that the interest payment at Maturity will include interest accrued to, but excluding, such date. Interest payable at Maturity of a Book-Entry Note will be payable to the Person to whom the principal of such Note is payable. DTC will arrange for each pending deposit message described under Settlement Procedure C below to be transmitted to Standard & Poor's Corporation, which will use the information in the message to include certain terms of the related Book-Entry Note in the appropriate daily bond report published by Standard & Poor's Corporation.

Notice of Interest Payments and Regular Record Dates:

On the first Business Day of March, June, September and December of each year, upon request by the Company, the Trustee will deliver to the Company and DTC a written list of Regular Record Dates and Interest Payment Dates that will occur during the six-month period beginning on such first Business Day with respect to Floating Rate Notes issued in book-entry form. Promptly after each Interest Determination Date or Calculation Date, if applicable (including the first initial Interest Determination Date) for Floating Rate Notes issued in book-entry form, the Trustee will notify Standard & Poor's Corporation of the interest rates determined on such Interest

Payments of Principal and Interest--Payments of Interest Only:

Promptly after each Regular Record Date, the Trustee will deliver to the Company and DTC a written notice specifying by CUSIP number the amount of interest to be paid on each Book-Entry Note on the following Interest Payment Date (other than an Interest Payment Date coinciding with Maturity) and the total of such amounts. The Company will confirm with the Trustee and DTC the amount payable on each Book-Entry Note on such Interest Payment Date by reference to the daily bond reports published by Standard & Poor's Corporation. On such Interest Payment Date, the Company will pay to the Trustee, and the Trustee in turn will pay to DTC, such total amount of interest due (other than at Maturity), at the times and in the manner set forth below under "Manner of Payment."

Payments at Maturity:

On or about the first Business Day of each month, the Trustee will deliver to the Company and DTC a written list of principal, interest and premium, if any, to be paid on each Book-Entry Note maturing either at Stated Maturity or on a Redemption Date or on an optional repayment date (if any) in the following month. The Trustee, the Company and DTC will confirm the amounts of such principal and interest payments with respect to a Book-Entry Note on or about the fifth Business Day preceding the Maturity of such Book-Entry Note. At such Maturity, the Company will pay to the Trustee, and the Trustee in turn will pay to DTC, the principal amount of such Note, together with interest and premium, if any, due at such Maturity, at the times and in the manner set forth below under "Manner of Payment." If any Maturity of a Book-Entry Note is not a Business Day, the payment due on such day shall be made on the next succeeding Business Day and no interest shall accrue on such payment for the period from and after such Maturity. Promptly after payment to DTC

of the principal, interest and premium, if any, due at the Maturity of any Book-Entry Note, the Trustee will cancel and destroy such Book-Entry Note and deliver to the Company a certificate of destruction with respect to each canceled Note.

Manner of Payment:

The total amount of any principal, premium, if any, and interest due on Book-Entry Notes on any Interest Payment Date or at Maturity shall be paid by the Company to the Trustee in funds available for use by the Trustee as of 9:30 A.M., New York City time, on such date. The Company will make such payment on such Book-Entry Notes by instructing the Trustee to withdraw funds from an account maintained by the Company at the Trustee. The Company will confirm such instructions in writing to the Trustee. Prior to 10:00 A.M. on each Maturity Date, the Trustee upon the withdrawal of such funds will pay by separate wire

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transfer (using Fedwire message entry instructions on a form previously specified by DTC) to an account at the Federal Reserve Bank of New York previously specified by DTC, in funds available for immediate use by DTC, each payment of interest, principal and premium, if any, due on a Book-Entry Note on such date. On each Interest Payment Date, interest payments shall be made to DTC in same day funds in accordance with existing arrangements between the Trustee and DTC. Thereafter, on such dates DTC will pay in accordance with its SDFS operating procedures then in effect such amounts in funds available for immediate use to the respective Participants in whose names such Notes are recorded in the book-entry system maintained by DTC.

Neither the Company nor the Trustee shall have any responsibility or liability for the payment by DTC of the principal of, or interest on, the Book-Entry Notes to such Participants.

Withholding Taxes:

The amount of any taxes required under applicable law to be withheld from any interest payment on a Note will be determined and withheld by the Participant, indirect participant in DTC or other Person responsible for forwarding payments and materials directly to the beneficial owner of such Note.

Acceptance and Rejection of Offers:

The Company shall have the sole right to accept offers to purchase Notes from the Company and may reject any such offer in whole or in part. Each Agent shall promptly communicate to the Company, orally or in writing, each reasonable offer to purchase Book-Entry Notes from the Company received by it, other than those rejected by such Agent. The Agents shall have the right, in their discretion reasonably exercised, without notice to the Company, to reject any offer to purchase Notes in whole or in part.

Settlement Procedures:

Settlement Procedures with regard to each Note in book-entry form sold by the Company through any agent, as Agent, will be as follows:

A. The Agent will advise the Company by telephone of the following settlement information:

1. Taxpayer identification number of the purchaser.
2. Principal amount of the Note.
3. Fixed Rate Notes:

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(a) Interest Rate

(b) Redemption Dates, if any, and redemption at whose option.

4. Floating Rate Notes:

(a) Interest Rate Basis

- (b) Initial Interest Rate
- (c) Spread, if any
- (d) Interest Rate Reset Dates
- (e) Interest Rate Reset Period
- (f) Interest Payment Dates
- (g) Interest Payment Period
- (h) Index Maturity
- (i) Calculation Agent
- (j) Maximum Interest rate, if any
- (k) Minimum Interest rate, if any
- (l) Calculation Date
- (m) Interest Determination Dates
- (n) Redemption Dates, if any, and redemption at whose option
- (o) Original Issue Discount features, if any
- (p) Sinking Fund Dates and Amounts, if any

- 5. Price to public of the Note.
- 6. Trade date.
- 7. Settlement Date (Original Issue Date).
- 8. Maturity.
- 9. Net proceeds to the Company.
- 10. Agent's commission.

B. The Company will advise the Trustee by telephone (confirmed in writing at any time on the same date) or by electronic transmission of the information set forth in the above settlement information. The Company will then assign a CUSIP number to the Book-Entry Note representing such Note and advise the Trustee of such number. Each such communication by the Company shall constitute a representation and warranty by the Company to the Trustee and the Agents that (i) such Note is then, and at the time of issuance and sale thereof will be,

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duly authorized for issuance and sale by the Company, (ii) such Note, and the Book-Entry

Note representing such Note, will conform with the terms of the Indenture and (iii) upon authentication and delivery of such Book-Entry Note, the aggregate initial offering price of all Notes issued in this connection under the Indenture will not exceed \$182,000,000 (except for Book-Entry Notes represented by global Notes authenticated and delivered in exchange for or in lieu of global Note, pursuant to Sections 3.4, 3.5, 3.6, 9.6 and 11.7 of the Indenture and except for Certificated Notes authenticated and delivered upon registration of transfer of, in exchange for, or in lieu of, Certificated Notes pursuant to any of such Sections).

- C. The Trustee will communicate to DTC and the Agent through DTC's Participant Terminal System a pending deposit message specifying the following settlement information:
1. The information set forth in Procedure A.
 2. Identification as a Fixed Rate Book-Entry Note or Floating Rate Book-Entry Note.
 3. Initial Interest Payment Date for such Note, number of days by which such date succeeds the related record date for DTC purposes (which shall be the Regular Record Date or, in the case of Floating Rate Notes which reset daily or weekly, the date which is five calendar days preceding the Interest Payment Date) and, if then calculable, the amount of interest payable on such Interest Payment Date (which amount shall have been confirmed by the Trustee).
 4. CUSIP number of the Book-Entry Note representing such Note.
 5. Whether such Book-Entry Note represents any other Notes issued or to be issued in book-entry form to the extent known at such time.

D. The Company will complete and deliver to the Trustee a Book-Entry Note representing such Note in a form that has been approved by the Company, the Agents and the Trustee.

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E. The Trustee will authenticate the Book-Entry Note representing such Note.

F. DTC will credit such Note to the participant account of the Trustee maintained by DTC.

G. The Trustee will enter an SDFS deliver order through DTC's Participant Terminal System instructing DTC (i) to debit such Note to the Trustee's participant account and credit such Note to the participant account of the Presenting Agent maintained by DTC and (ii) to debit the settlement account of the Presenting Agent and credit the settlement account of the Trustee maintained by DTC, in an amount equal to the price of any Note less such Agent's commission. Any entry of such a deliver order shall be deemed to constitute a representation and warranty by the Trustee to DTC that the Book-Entry Note representing such Note has been executed and authenticated.

H. The Presenting Agent will enter an SDFS deliver order through DTC's Participant Terminal System instructing DTC (i) to debit such Note to the Presenting Agent's participant account and credit such Note to the participant account of the Participants maintained by DTC and (ii) to debit the settlement accounts of such Participants and credit the settlement account of the Presenting Agent maintained by DTC, in an amount equal to the initial public offering price of such Note.

I. Transfers of funds in accordance with SDFS dollar orders described in Settlement Procedures G and H will be settled in accordance with SDFS operating procedures in effect on the Settlement Date.

- J. The Trustee, upon receipt of such funds, will credit to an account of the Company maintained at the Trustee funds available for immediate use in the amount transferred to the Trustee in accordance with Settlement Procedure G.

- K. The Agent will confirm the purchase of such Note to the purchaser either by transmitting to the Participant with respect to such Note a confirmation order through DTC's Participant Terminal System or by mailing a written confirmation to such purchaser.

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Settlement Procedures Timetable: For orders of Notes accepted by the Company, Settlement Procedures "A" through "K" set forth above shall be completed as soon as possible but not later than the respective times (New York City time) set forth below:

Settlement Procedure	Time
A-B	11:00 A.M. on the trade date
C	2:00 P.M. on the trade date
D	3:00 P.M. on the Business Day before Settlement Date
E	4:00 A.M. on Settlement Date
F	10:00 A.M. on Settlement Date

Settlement Procedure	Time
G-H	No later than 2:00 P.M. on Settlement Date
I	4:45 P.M. on Settlement Date
J-K	5:00 P.M. on Settlement Date

[If a sale is to be settled more than one Business Day after the trade date, Settlement Procedures A, B and C may, if necessary, be completed at any time prior to the specified times on the first Business Day after such trade date.] In connection with a sale which is to be settled more than one Business Day after the trade date, if the initial interest rate for a Floating Rate Note is not known at the time that Settlement Procedure A is completed,

Settlement Procedures B and C shall be completed as soon as such rates have been determined, but no later than 11:00 A.M. and 2:00 P.M., New York City time, respectively, on the second Business Day before the Settlement Date. Settlement Procedure I is subject to extension in accordance with any extension of Fedwire closing deadlines and in the other events specified in the SDFS operating procedures in effect on the Settlement Date.

If settlement of a Book-Entry Note is rescheduled or canceled, the Trustee, upon receipt of notice of such cancellation will deliver to DTC, through DTC's Participant Terminal System, a cancellation message to such effect by no later than 2:00 P.M., New York City time, on the Business Day immediately preceding the scheduled Settlement Date.

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Failure to Settle:

If the Trustee fails to enter an SDFS deliver order with respect to a Book-Entry Note pursuant to Procedure G, the Trustee may deliver to DTC, through DTC's Participant Terminal System, as soon as practicable a withdrawal message instructing DTC to debit such Note to the participant account of the Trustee maintained at DTC. DTC will process the withdrawal message, provided that such participant account contains a principal amount of the Book-Entry Note representing such Note that is at least equal to the principal amount to be debited. If withdrawal messages are processed with respect to all the Notes represented by a Book-Entry Note, the Trustee will cancel and destroy each Book-Entry Note and deliver to the Company a certificate of destruction with respect to each canceled Note. The CUSIP number assigned to such Book-Entry Note shall in accordance with CUSIP Service Bureau procedures, be canceled and not immediately reassigned. If withdrawal messages are processed with respect to a portion of the

Notes represented by a Book-Entry Note, the Trustee will exchange such Book-Entry Note for two Book-Entry Notes, one of which shall represent the Book-Entry Notes for which withdrawal messages are processed and shall be canceled immediately after issuance, and the other of which shall represent the other Notes previously represented by the surrendered Book-Entry Note and shall bear the CUSIP number of the surrendered Book-Entry Note.

If the purchase price for any Book-Entry Note is not timely paid to the Participants with respect to such Note by the beneficial purchaser thereof (or a person, including an indirect participant in DTC, acting on behalf of such purchaser), such Participants and, in turn, the related Agent may enter SDFS deliver orders through DTC's Participant Terminal System reversing the orders entered pursuant to Settlement Procedures G and H, respectively. Thereafter, the Trustee will deliver the withdrawal message and take the related actions described in the preceding paragraph. If such failure shall have occurred for any reason other than default by the applicable Agent to perform its obligations hereunder or under the Distribution Agreement, the Company will reimburse such Agent on an equitable basis for its loss of the use of funds during the period when the funds were credited to the account of the Company.

Notwithstanding the foregoing, upon any failure to settle with respect to a Book-Entry Note, DTC may take any actions in accordance with its SDFS operating procedures then in effect.

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In the event of a failure to settle with respect to a Note that was to have been represented by a Book-Entry Note also representing other Notes, the Trustee will provide, in accordance with Settlement

Procedures D and E, for the authentication and issuance of a Book-Entry Note representing such remaining Notes and will make appropriate entries in its records.

PART III: PROCEDURES FOR CERTIFICATED NOTES

- Denominations: Certificated Notes will be issued in denominations of \$100,000 and integral multiples thereof.
- Registration: Certificated Notes will be issued only in fully registered form without coupons.
- Transfers and Exchanges: A Certificated Note may be presented for transfer or exchange at the corporate trust office of the Trustee.
- Interest: Each Certificated Note will bear interest in accordance with its terms.
- Payments of Principal and Interest: Upon presentment and delivery of a Certificated Note, the Trustee will pay the principal amount of such Note at Maturity and the final installment of interest in immediately available funds. All interest payments on a Certificated Note, other than interest due at Maturity, will be made by check drawn on the Trustee and mailed by the Trustee to the person entitled thereto as provided in such Note. Any payment of principal or interest required to be made on an Interest Payment Date or at Maturity of a Certificated Note which is not a Business Day need not be made on such day, but may be made on the next succeeding Business Day (except that, in the case of a LIBOR Note, if such day falls in the next calendar month, such Interest Payment Date will be the preceding day that is a Business Day with respect to such LIBOR Note) with the same force and effect as if made on the Interest Payment Date or at Maturity, as the case may be, and no interest shall accrue for the period from and after such Interest Payment Date or Maturity.

The Trustee will provide monthly to the Company a list of the principal and interest to be paid on Certificated Notes maturing in the next succeeding month. The Trustee will be responsible for withholding taxes on interest paid as required by applicable law, but shall be relieved from any such responsibility if it acts in good faith and in reliance upon an opinion of counsel.

Certificated Notes presented to the Trustee at Maturity for payment will be canceled by the Trustee. All such canceled Notes held by the Trustee shall be destroyed and the Trustee shall furnish to the Company a certificate with respect to such destruction.

Settlement Procedures:

Settlement Procedures with regard to each Certificated Note purchased through any Agent, as agent, shall be as follows:

- A. The Presenting Agent will advise the Company by telephone of the following Settlement information with regard to each Certificated Note:
1. Exact name in which the Note is to be registered (the "Registered Owner").
 2. Exact address or addresses of the Registered Owner for delivery, notices and payments of principal and interest.
 3. Taxpayer identification number of the Registered Owner.

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4. Principal amount of the Note.
5. Denomination of the Note.
6. Fixed Rate Notes:
 - (a) Interest Rate

- (b) Redemption Dates, if any, and redemption at whose option

Floating Rate Notes:

- (a) Interest Rate Basis
- (b) Initial Interest Rate
- (c) Spread, if any
- (d) Interest Rate Reset Dates
- (e) Interest Rate Reset Period
- (f) Interest Payment Dates
- (g) Interest Payment Period
- (h) Index Maturity
- (i) Calculation Agent
- (j) Maximum Interest Rates, if any
- (k) Minimum Interest Rates, if any
- (l) Redemption Dates, if any, and redemption at whose option
- (m) Original Issue Discount features, if any
- (n) Sinking Fund Dates and Amounts, if any

- 7. Price to public of the Note.
- 8. Settlement Date (Original Issue Date).
- 9. Maturity Date.
- 10. Net proceeds to the Company.
- 11. Agent's commission.

B. The Company shall provide to the Trustee, by telecopy or other mutually acceptable method, the above Settlement information received from the Agent and shall cause the Trustee to execute, authenticate and deliver the Notes. The Company also shall provide to the Trustee and the Agent a copy of the applicable Pricing Supplement.

- C. The Trustee will complete the preprinted four-ply Note packet containing the following documents in forms approved by the Company, the Presenting Agent and the Trustee:
1. Note with Agent's customer confirmation.
 2. Stub 1 -- for Trustee.
 3. Stub 2 -- for Agent.
 4. Stub 3 -- for the Company.
- D. With respect to each trade, the Trustee will deliver the Notes and Stub 2 thereof to the Presenting Agent at the following applicable address: in the case of Morgan Stanley & Co. Incorporated, at 1585 Broadway, Second Floor, New York, New York 10036, Attention: Manager, Continuously Offered Products; and in the case of Salomon Brothers Inc., at 7 World Trade Center, New York, New York 10048, Attention: Medium-Term Note Group; in the case of Chase Securities Inc., at 55 Water Street, Room 226, New York, New York 10017-2070, Attention: Windows 17 and 18; and in the case of Warburg Dillon Read, at 677 Washington Boulevard, Stamford, CT 06901, Attention: Randi Nielsen. The Trustee will keep Stub 1. The Presenting Agent will acknowledge receipt of the Note through a broker's receipt and will keep Stub 2. Delivery of the Note will be made only against such acknowledgment of receipt. Upon determination that the Note has been authorized, delivered and completed as aforementioned, the Presenting Agent will wire the net proceeds of the Note after deduction of its applicable commission to the Company pursuant to standard wire instructions given by the Company.
- E. The Presenting Agent will deliver the

Note (with confirmations), as well as a copy of the Prospectus and any applicable Pricing Supplement received from the Company, to the purchaser against payment in immediately available funds.

F. The Trustee will send Stub 3 to the Company.

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Settlement Procedures Timetable:

For offers accepted by the Company, Settlement Procedures "A" through "F" set forth above shall be completed on or before the respective times set forth below:

Settlement Procedure	Time
A-B	3:00 P.M. on Business Day prior to settlement
C-D	2:15 P.M. on day of settlement
E	3:00 P.M. on day of settlement
F	5:00 P.M. on day of settlement

Failure to Settle:

In the event that a purchaser of a Certificated Note from the Company shall either fail to accept delivery of or make payment for a Certificated Note on the date fixed for settlement, the Presenting Agent will forthwith notify the Trustee and the Company by telephone, confirmed in writing, and return the Certificated Note to the Trustee.

The Trustee, upon receipt of the Certificated Note from the Agent, will immediately advise the Company and the Company will promptly arrange to credit the account of the Presenting Agent in an amount of immediately available funds equal to the amount previously paid by such Agent in settlement for the Certificated Note. Such credits will be made on the Settlement Date, if possible, and in any event not later than the Business Day following the Settlement Date; provided that the Company has received notice on the same day. If such failure

shall have occurred for any reason other than failure by such Agent to perform its obligations hereunder or under the Distribution Agreement, the Company will reimburse such Agent on an equitable basis for its loss of the use of funds during the period when the funds were credited to the account of the Company. Immediately upon receipt of the Certificated Note in respect of which the failure occurred, the Trustee will cancel and destroy the Certificated Note, make appropriate entries in its records to reflect the fact that the Certificated Note was never issued, and accordingly notify the Company in writing.

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UNDERWRITING AGREEMENT

_____, 1999

GATX Capital Corporation
 Four Embarcadero Center
 San Francisco, California 94111

Ladies and Gentlemen:

We (the "Manager") understand that GATX Capital Corporation, a Delaware corporation (the "Company"), proposes to issue and sell \$____,000,000 aggregate principal amount of its ____% Notes due _____ (the "____% Notes") and \$____,000,000 aggregate principal amount of its ____% Notes due _____ (the "____% Notes" and, together with the ____% Notes, the "Offered Securities"). The Offered Securities will be issued pursuant to an Indenture dated as of July 31, 1989, as supplemented and amended by the Supplemental Indenture dated as of December 18, 1991, the Second Supplemental Indenture dated as of January 2, 1996 and the Third Supplemental Indenture dated as of October 14, 1997, each being between the Company, as issuer, and The Chase Manhattan Bank, as trustee. Subject to the terms and conditions, and in reliance upon the representations and warranties, set forth herein or incorporated by reference herein, the Company hereby agrees to sell and the underwriters (including ourselves) named below (such underwriters being herein called the "Underwriters") agree to purchase, severally and not jointly, the principal amounts of such Offered Securities set forth opposite their names below at a purchase price of 99.____% of the principal amount of the ____% Notes and 99.____% of the principal amount of the ____% Notes plus, in each case, accrued interest, if any, from _____, 1999 to the date of payment and delivery.

Name	Principal Amount of ____% Notes to be Purchased	Principal Amount of ____% Notes to be Purchased
----	-----	-----
Morgan Stanley & Co. Incorporated	\$	\$
Warburg Dillon Read L.L.C.	\$	\$
	-----	-----
Total:	\$	\$

Delivery of and payment for the Offered Securities shall be made at 11:00 A.M., New York City time, on _____, 1999, or such later date (not later than _____, 1999) as the Manager shall designate. Delivery of the Offered Securities shall be made to the Manager of the respective accounts of the several Underwriters against payment by the several Underwriters through the

Manager of the purchase price therefor to or upon the order of the Company by wire transfer of immediately available funds or by such other manner of payment as may be agreed upon by the Company and the Manager. Delivery and release of the Offered Securities shall be to The Depository Trust Company and payment for such Offered Securities shall be made at the office of Pillsbury Madison & Sutro LLP, San Francisco, California 94104.

The Offered Securities shall have the terms set forth in the Prospectus dated _____, 1999 and the Prospectus Supplement dated _____, 1999, including the following:

% Notes

Maturity: _____, _____

Interest Rate: ____%

Redemption Provisions: Not redeemable
prior to maturity

Interest Payment Dates: _____ 1 and _____ 1

% Notes

Maturity: _____, _____

Interest Rate: ____%

Redemption Provisions: Not redeemable
prior to maturity

Interest Payment Dates: _____ 1 and _____ 1

All the provisions contained in the document entitled GATX Capital Corporation Underwriting Agreement Standard Provisions (Debt Securities) dated _____, 1999, a copy of which you have previously received, are herein incorporated by reference in their entirety and shall be deemed to be a part of this Agreement to the same extent as if such provisions had been set forth in full herein.

Please confirm your agreement by having an authorized officer sign a copy of this Agreement in the space set forth below and returning the signed copy to the undersigned.

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

Very truly yours,

Morgan Stanley & Co. Incorporated
Warburg Dillon Read L.L.C.

By: MORGAN STANLEY & CO. INCORPORATED

By:

Title:

Acting severally on behalf of themselves and the several Underwriters named above

Accepted:

By: GATX CAPITAL CORPORATION

By:

Title:

GATX CAPITAL CORPORATION

UNDERWRITING AGREEMENT
STANDARD PROVISIONS (DEBT SECURITIES)

_____, 1999

From time to time, GATX Capital Corporation, a Delaware corporation (the "Company"), may enter into one or more underwriting agreements that provide for the sale of designated securities to the several underwriters named therein. The standard provisions set forth herein may be incorporated by reference in any such underwriting agreement (the "Underwriting Agreement"). The Underwriting Agreement, including the provisions incorporated therein by reference, is herein referred to as this Agreement. Unless otherwise defined herein, terms defined in the Underwriting Agreement are used herein as therein defined.

I.

The Company proposes to issue from time to time debt securities (the "Securities") pursuant to the provisions of an Indenture dated as of July 31, 1989, as supplemented and amended by a Supplemental Indenture dated as of December 18, 1991, a Second Supplemental Indenture dated as of January 2, 1996,

a Third Supplemental Indenture dated as of October 14, 1997 between the Company and The Chase Manhattan Bank, as Trustee (the "Senior Indenture"), or an Indenture that may be entered into between the Company and a trustee to be designated (together with the Senior Indenture, the "Indenture"). The Securities may have varying designations, maturities, rates and times of payment of interest, if any, selling prices, redemption terms, if any, and other specific terms.

The Company has filed with the Securities and Exchange Commission (the "Commission") a registration statement including a prospectus relating to the Securities and has filed with or transmitted for filing to, the Commission a prospectus supplement specifically relating to the Offered Securities pursuant to Rule 424 under the Securities Act of 1933, as amended (the "Securities Act"). The term Registration Statement means the registration statement, including the exhibits thereto, as amended to the date of the Underwriting Agreement. The term "Basic Prospectus" means the prospectus included in the Registration Statement. The term "Prospectus" means the Basic Prospectus together with the prospectus supplement specifically relating to the Offered Securities (the "Prospectus Supplement"), as filed with, or transmitted for filing to, the Commission pursuant to Rule 424. The term "preliminary prospectus" means a preliminary prospectus supplement specifically referring to the Offered Securities together with the Basic Prospectus. As used herein, the terms "Registration Statement," "Basic Prospectus," "Prospectus" and "preliminary prospectus" shall include in each case the documents, if any, incorporated by reference therein. The terms "supplement," "amendment" and "amend" as used herein shall include all documents deemed to be incorporated by reference in the Prospectus that are filed subsequent to the date of the Basic Prospectus by the Company with the Commission pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act").

The term "Underwriters' Securities" means the Offered Securities to be purchased by the Underwriters herein. The term "Contract Securities" means the Offered Securities, if any, to be purchased pursuant to the delayed delivery contracts referred to below.

II.

The Company represents and warrants to and agrees with each of the Underwriters that:

(a) The Registration Statement has become effective; no stop order suspending the effectiveness of the Registration Statement is in effect, and no proceedings for such purpose are pending before or threatened by the Commission.

(b) (i) Each document, if any, filed or to be filed pursuant to the Exchange Act and incorporated by reference in the Prospectus, complied or will comply when so filed in all material respects

with the Exchange Act and the rules and regulations of the Commission thereunder and will be timely filed as required thereby, (ii) each part of the Registration Statement, when such part became effective, did not contain and each such part, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (iii) the Registration Statement and the Prospectus comply and, as amended or supplemented, if applicable, will comply in all material respects with the Securities Act and the applicable rules and regulations of the Commission thereunder and (iv) the Registration Statement and the Prospectus do not and, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that the representations and warranties set forth in this Section II(b) do not apply (x) to statements or omissions in the Registration Statement or the Prospectus based upon information concerning the Underwriters furnished to the Company in writing by the Underwriters expressly for use therein or (y) to that part of the Registration Statement that constitutes the Statement of Eligibility and Qualification (Form T-1) under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), of the Trustee.

(c) The Company has been duly incorporated, is validly existing as a corporation in good standing under the laws of the State of Delaware, has the corporate power and authority to own its property and to conduct its business as described in the Prospectus, and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not have a material adverse effect on the Company and its subsidiaries, considered as one enterprise.

(d) Each subsidiary of the Company that is a "significant subsidiary" as defined in Rule 405 of Regulation C promulgated pursuant to the Securities Act (a "Significant Subsidiary") has been duly incorporated, is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation, has the corporate power and authority to own its property and to conduct its business as described in the Prospectus, and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not have a material adverse effect on the Company and its subsidiaries, considered as one enterprise.

(e) This Agreement has been duly authorized, executed and

delivered by the Company and is a valid and binding agreement of the Company, except as rights to indemnity and contribution hereunder may be limited under applicable law.

(f) The Senior Indenture has been duly qualified under the Trust Indenture Act and has been duly authorized, executed and delivered by the Company, is a valid and binding agreement of the Company, enforceable in accordance with its terms except as (i) the enforceability thereof may be limited by bankruptcy, insolvency or similar laws affecting creditor's rights generally and (ii) rights of acceleration and the availability of equitable remedies may be limited by equitable principles of general applicability.

(g) The Delayed Delivery Contracts (as defined in Section III below), if any, have been duly authorized, executed and delivered by the Company and are valid and binding agreements of the Company, enforceable in accordance with their respective terms except (i) as the enforceability thereof may be limited by bankruptcy, insolvency or similar laws affecting or relating to creditors' rights generally and (ii) rights of acceleration and the availability of equitable remedies may be limited by equitable principles of general applicability.

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(h) The Offered Securities have been duly authorized and, when the Offered Securities have been executed and authenticated in accordance with the provisions of the Indenture and delivered to and duly paid for by the purchasers thereof, they will conform to the descriptions thereof in the Prospectus, will be entitled to the benefits of the Indenture and will be valid and legally binding obligations of the Company, enforceable in accordance with their terms except as (i) the enforceability thereof may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights generally and (ii) rights of acceleration and the availability of equitable remedies may be limited by equitable principles of general applicability.

(i) The execution and delivery by the Company of, and the performance by the Company of its obligations under, the Underwriting Agreement, the Indenture and the Offered Securities will not contravene any provision of applicable law or the certificate of incorporation or bylaws of the Company or any agreement or other instrument binding upon the Company or any of its subsidiaries that is material to the Company and its subsidiaries, considered as one enterprise, or any judgment, order or decree of any governmental body, agency or court having jurisdiction over the Company or any subsidiary, and, to the best of the Company's knowledge, no consent, approval or authorization of any governmental body or agency is required for the performance by the Company of its obligations under this Agreement, the Indenture or the Offered Securities, except such as may be required by the Securities Act, the Exchange Act,

the Trust Indenture Act or the securities or Blue Sky laws of the various states in connection with the offer and sale of the Offered Securities.

(j) There has not been any material adverse change, or any development involving a prospective material adverse change, in the condition, financial or otherwise, or in the earnings, business or operations of the Company and its subsidiaries, considered as one enterprise, from that set forth in the Prospectus.

(k) There are no legal or governmental proceedings pending or, to the best of the Company's knowledge, threatened to which the Company or any of its subsidiaries is a party or to which any of the properties of the Company or any of its subsidiaries is subject that are required to be described in the Registration Statement or the Prospectus and are not so described or, to the best of the Company's knowledge, any statutes, regulations, contracts or other documents that are required to be described in the Registration Statement or the Prospectus or to be filed as an exhibit to the Registration Statement that are not described or filed as required.

(l) Each of the Company and each of its Significant Subsidiaries has all necessary consents, authorizations, approvals, orders, certificates and permits of and from, and has made all declarations and filings with, all federal, state, local and other governmental authorities, all self-regulatory organizations and all courts and other tribunals, to own, lease, license and use its properties and assets and to conduct its business in the manner described in the Prospectus, as then amended or supplemented, except to the extent that the failure to obtain or file would not have a material adverse effect on the Company and its subsidiaries, considered as one enterprise.

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III.

If the Prospectus provides for sales of Offered Securities pursuant to delayed delivery contracts, the Company hereby authorizes the Underwriters to solicit offers to purchase Contract Securities on the terms and subject to the conditions set forth in the Prospectus pursuant to delayed delivery contracts substantially in the form of Schedule I attached hereto ("Delayed Delivery Contracts") but with such changes therein as the Company may authorize or approve. Delayed Delivery Contracts are to be with institutional investors approved by the Company and of the types set forth in the Prospectus. On the Closing Date (as hereinafter defined), the Manager shall receive from the Company as compensation, for the accounts of the Underwriters, a commission in the form of a discount as set forth in the Underwriting Agreement in respect of the principal amount of Contract Securities. The Underwriters will not have any responsibility in respect of the validity or the performance of the Delayed Delivery Contracts.

If the Company executes and delivers Delayed Delivery Contracts with institutional investors, the Contract Securities shall be deducted from the Offered Securities to be purchased by the several Underwriters and the aggregate principal amount of Offered Securities to be purchased by each Underwriter shall be reduced pro rata in proportion to the principal amount of Offered Securities set forth opposite each Underwriter's name in the Underwriting Agreement, except to the extent that the Manager determines that such reduction shall be otherwise and so advises the Company.

IV.

The Company is advised by the Manager that the Underwriters propose to make a public offering of their respective portions of the Underwriters' Securities as soon after this Agreement is entered into as in the Manager's judgment is advisable. The terms of the public offering of the Underwriters' Securities are set forth in the Prospectus.

V.

Payment for the Underwriters' Securities shall be made by the several Underwriters through the Manager to or upon the order of the Company by wire transfer of immediately available funds or by such other manner of payment as may be agreed upon by the Company and the Manager at the time and place set forth in the Underwriting Agreement, upon delivery to or as directed by the Manager for the respective accounts of the several Underwriters of the Underwriters' Securities registered in such names and in such denominations as the Manager shall request in writing not less than two full business days prior to the date of the delivery. The time and date of such payment and delivery of the Underwriters' Securities are herein referred to as the Closing Date.

VI.

The several obligations of the Underwriters hereunder are subject to the following conditions:

(a) Subsequent to the execution and delivery of the Underwriting Agreement and prior to the Closing Date:

(i) There shall not have occurred any change, or any development involving a prospective change, in the condition, financial or otherwise, or in the earnings, business

or operations, of the Company and its subsidiaries, taken as a whole, from that set forth in the Prospectus, as amended or supplemented as of the Closing Date, that, in the reasonable judgment of the Manager, is material and adverse and that makes it,

in the reasonable judgment of the Manager, impracticable to market the Offered Securities on the terms and in the manner contemplated in the Prospectus, as so amended or supplemented;

(ii) There shall not have occurred any (A) suspension or material limitation of trading in securities generally on the New York Stock Exchange, the American Stock Exchange, the Nasdaq National Market, the Chicago Board Options Exchange, the Chicago Mercantile Exchange or the Chicago Board of Trade; (B) suspension of trading of any securities of the Company on any exchange or in the over-the-counter market; (C) declaration of a general moratorium on commercial banking activities in New York by either federal or New York state authorities; or (D) any outbreak or escalation of any hostilities or any change in financial markets or any calamity or crisis that, in the reasonable judgment of the Manager, is material and adverse and, in the case of any of the events described in clauses (ii) (A) through (D), such event, singly or together with any other such event, makes it, in the reasonable judgment of the Manager, impracticable to market the Offered Securities on the terms and in the manner contemplated by the Prospectus;

(iii) There shall not have occurred any downgrading, nor shall any notice have been given of (A) any intended or potential downgrading or (B) any review or possible change that does not indicate the direction of a possible change, in the rating accorded any of the Company's securities by any "nationally recognized statistical rating organization," as such term is defined for purposes of Rule 436(g) (2) under the Securities Act;

(b) The Manager shall have received on the Closing Date an opinion of Thomas C. Nord, Vice President and General Counsel for the Company, dated the Closing Date, to the effect set forth in Exhibit A hereto.

(c) The Manager shall have received on the Closing Date an opinion of Pillsbury Madison & Sutro LLP, counsel for the Underwriters, dated the Closing Date, to the effect set forth in Exhibit B hereto.

(d) The Manager shall have received, on the Closing Date, a certificate, dated the Closing Date and signed by an executive officer of the Company to the effect that the representations and warranties of the Company contained herein are true and correct as of such date and the Company has complied with all the agreements and satisfied all the conditions required by this Agreement to be performed or satisfied by it at or before such date.

The officer signing and delivering such certificate may rely upon the best of his or her knowledge as to proceedings threatened.

(e) The Manager shall have received on the Closing Date, a letter dated the Closing Date in form and substance satisfactory to the Manager, from the independent public accountants of the Company, and from such other independent public accountants as the Manager may reasonably request, containing

statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in or incorporated by reference into the Registration Statement and the Prospectus.

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VII.

In further consideration of the agreements of the Underwriters contained in this Agreement, the Company covenants as follows:

(a) Prior to the termination of the offering of the Offered Securities pursuant to this Agreement, the Company will not file any Prospectus Supplement relating to the Offered Securities or any amendment to the Registration Statement unless the Company has previously furnished to the Manager a copy thereof for its review and will not file any such proposed amendment or supplement to which the Manager reasonably objects; provided that the foregoing requirement shall not apply to any of the Company's periodic filings with the Commission required to be filed pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act, which filings the Company will cause to be timely filed with the Commission and copies of which filings the Company will cause to be delivered to the Manager promptly after being mailed for filing with the Commission. Subject to the foregoing sentence, the Company will promptly cause each Prospectus Supplement to be filed with or transmitted for filing to the Commission in accordance with Rule 424(b) under the Securities Act. The Company will promptly advise the Manager (a) of the filing of any amendment or supplement to the Basic Prospectus, (b) of the filing and effectiveness of any amendment to the Registration Statement, (c) of any request by the Commission for any amendment of the Registration Statement or any amendment of or supplement to the Basic Prospectus or for any additional information, (d) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or the institution or threatening of any proceeding for that purpose and (e) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Offered Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose. The Company will use its best efforts to prevent the issuance of any such stop order or notice of suspension of qualification and, if issued, to obtain as soon as possible the withdrawal thereof.

(b) If, at any time when a prospectus relating to the Offered Securities is required to be delivered under the Securities Act, or until the distribution of any Offered Securities an Underwriter may own as principal has been completed, any event occurs or condition exists as a result of which (i) the Registration Statement or the Prospectus as then amended or supplemented would include an untrue statement of a material fact, or omit to state any material fact necessary to make the statements therein in the light of the circumstances when the Prospectus, as then amended or supplemented, is delivered to a purchaser, not misleading, or (ii) if, in the opinion of the Manager or in

the opinion of the Company, it is necessary at any time to amend or supplement the Registration Statement or the Prospectus, as then amended or supplemented, to comply with applicable law, the Company will immediately notify each Underwriter by telephone (with confirmation in writing) to suspend solicitation of offers to purchase Offered Securities or any resale thereof and, if so notified by the Company, each Underwriter shall forthwith suspend such solicitation or resale and cease using the Prospectus as then amended or supplemented. If the Company shall decide to amend or supplement the Registration Statement or Prospectus as then amended or supplemented, it shall so advise the Underwriters promptly by telephone (with confirmation in writing) and, at its expense, shall prepare and cause to be filed promptly with the Commission an amendment or supplement to the Registration Statement or Prospectus as then amended or supplemented that will correct such statement or omission or effect such compliance and will supply such amended or supplemented Prospectus to each Underwriter in such quantities as such Underwriter may reasonably request. If such amendment or supplement, and any documents, certificates and opinions furnished to the Underwriters pursuant to paragraph (f) below and Sections VI(b) and (c) in connection with the preparation or filing of such amendment or supplement, are satisfactory in all respects to each Underwriter, upon the filing of such amendment or supplement with the Commission or effectiveness of an amendment to the Registration

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Statement, such Underwriter will resume the solicitation of offers to purchase Offered Securities or any resale thereof hereunder.

(c) The Company will make generally available to its security holders and to the Manager as soon as practicable earnings statements that satisfy the provisions of Section 11(a) of the Securities Act and the rules and regulations of the Commission thereunder covering the twelve-month period beginning, in each case, not later than the first day of the Company's fiscal quarter next following the date of the Underwriting Agreement. If such fiscal quarter is the last fiscal quarter of the Company's fiscal year, such earnings statement shall be made available not later than 90 days after the close of the period covered thereby and in all other cases shall be made available not later than 45 days after the close of the period covered thereby.

(d) The Company will furnish to the Manager without charge two signed copies of the Registration Statement and all amendments thereto, including exhibits and any documents incorporated by reference therein, and, during the period mentioned in Section VII(b) above, as many copies of the Prospectus, any documents incorporated by reference therein and any supplements and amendments thereto as the Manager may reasonably request.

(e) The Company will qualify the Offered Securities for offer and sale under the securities or Blue Sky laws of such jurisdictions as the Manager shall reasonably request and will pay all reasonable expenses (including fees and disbursements of counsel) in connection with such qualification and in

connection with the determination of the eligibility of the Offered Securities for investment under the laws of such jurisdictions as the Manager may designate, provided that the Company shall not be obligated to so qualify the Offered Securities if such qualification requires it to file any general consent to service of process or to qualify as a foreign corporation in any jurisdiction in which it is not so qualified.

(f) During the term of the Underwriting Agreement, the Company shall furnish to the Manager such relevant documents and certificates of officers of the Company relating to the business, operations and affairs of the Company, the Registration Statement, the Basic Prospectus, any amendments or supplements thereto, the Indenture, the Offered Securities, the Underwriting Agreement and the performance by the Company of its obligations hereunder or thereunder as the Manager may from time to time reasonably request and shall notify the Manager promptly in writing of any downgrading or of its receipt of any notice of (A) any intended or potential downgrading or (B) any review or possible change that does not indicate the direction of a possible change in the rating accorded any of the Company's securities by any "nationally recognized statistical rating organization," as such term is defined for purposes of Rule 436(g)(2) under the Securities Act.

(g) The Company will, whether or not any sale of Offered Securities is consummated, pay all expenses incident to the performance of its obligations under the Underwriting Agreement, including: (i) the preparation and filing of the Registration Statement and the Prospectus and all amendments and supplements thereto; (ii) the preparation, issuance and delivery of the Offered Securities; (iii) the fees and disbursements of the Company's counsel and accountants and of the Trustee and its counsel; (iv) the qualification of the Offered Securities under securities or Blue Sky laws in accordance with the provisions of Section VII(e), including filing fees and the reasonable fees and disbursements of the counsel for the Underwriters in connection therewith and in connection with the preparation of any Blue Sky memoranda ("Blue Sky Memoranda"); (v) the printing and delivery to the Underwriters in quantities as hereinabove stated of copies of the Registration Statement and all amendments thereto, and of the Basic Prospectus and any amendments or supplements thereto; (vi) the printing and delivery to the Underwriters of copies of the Indenture and any Blue Sky Memoranda; (vii) any fees charged by rating agencies for the rating of the

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Offered Securities; (viii) any reasonable out-of-pocket expenses incurred by the Underwriters with the approval of the Company and (ix) the fees and expenses, if any, incurred with respect to any filing with the National Association of Securities Dealers, Inc.

(h) During the period beginning on the date of the Underwriting Agreement and continuing to and including the Closing Date, the Company will not, without the prior consent of the Manager, offer, sell, contract to sell or otherwise dispose of any debt securities of the Company substantially similar to

the Offered Securities (other than (i) the Offered Securities that are to be sold pursuant to such agreement, (ii) Offered Securities previously agreed to be sold by the Company and (iii) commercial paper issued in the ordinary course of business), except as may otherwise be provided in any such agreement.

VIII.

(a) The Company agrees to indemnify and hold harmless each Underwriter, the officers, directors, employees and agents of such Underwriter, and each person, if any, who controls such Underwriter within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any and all losses, claims, damages or liabilities caused by any untrue statement or allegedly untrue statement of a material fact contained in the Registration Statement or in any amendment thereof or the Prospectus (if used within the period set forth in paragraph (b) of Section VII and as amended or supplemented if the Company shall have furnished any amendments or supplements thereto), or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made not misleading, except insofar as such losses, claims, damages or liabilities are caused by any such untrue statement or omission or alleged untrue statement or alleged omission based upon information furnished to the Company in writing by or on behalf of such Underwriter expressly for use therein.

(b) Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless the Company, its directors, its officers who sign the Registration Statement and any person who controls the Company within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the foregoing indemnity from the Company to each such Underwriter, but only with reference to information relating to such Underwriter furnished in writing by such Underwriter expressly for use in the Registration Statement or the Prospectus or any amendments or supplements thereto.

(c) In case any proceeding (including any governmental investigation) shall be instituted involving any person in respect of which indemnity may be sought pursuant to either paragraph (a) or (b) above, such person (the "indemnified party") shall promptly notify the person against whom such indemnity may be sought (the "indemnifying party") in writing and the indemnifying party, upon request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate in such proceeding and shall pay the reasonable fees and disbursements of such counsel related to such proceeding. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel or (ii) the named parties to any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood that the indemnifying party shall not, in connection with any proceeding or related

proceedings in the same jurisdiction, liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all such indemnified parties and that all such fees and expenses shall be reimbursed as they are incurred. Such firm shall be designated in writing by the Manager,

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in the case of parties indemnified pursuant to paragraph (b) above and by the Company in the case of parties indemnified pursuant to paragraph (a) above. The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent but, if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for reasonable fees and expenses of counsel as contemplated by the third sentence of this paragraph, the indemnifying party agrees that it shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 30 days after receipt by such indemnifying party of the aforesaid request and (ii) such indemnifying party shall not have reimbursed the indemnified party in accordance with such request prior to the date of such settlement. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened proceeding in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party unless such settlement includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding.

(d) If the indemnification provided for in paragraph (a) or (b) of this Section VIII is unavailable to an indemnified party or insufficient in respect of any losses, claims, damages or liabilities referred to therein in connection with any offering of Offered Securities, then each indemnifying party under such paragraph, in lieu of indemnifying such indemnified party thereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters on the other from the offering of the Offered Securities or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company on the one hand and of the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriters on the other in connection with the offering of the Offered Securities shall be deemed to be in the same respective proportions as the net proceeds from the offering of such Offered Securities (before deducting expenses) received by the Company and the total discounts and commissions

received by the Underwriters in respect thereof, in each case as set forth in the Prospectus, bear to the total aggregate public offering price of such Offered Securities. The relative fault of the Company on the one hand and of the Underwriters on the other shall be determined by reference to, among other things, whether the untrue or allegedly untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Company or by the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(e) The Company and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section VIII were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the considerations referred to in the immediately preceding paragraph. The amount paid or payable by an indemnified party as a result of the losses, claims, damages and liabilities referred to in paragraph (d) above shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section VIII, no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Offered Securities offered and sold to the public through such Underwriter exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or allegedly untrue statement or

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omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The remedies provided for in this Section VIII are not exclusive and shall not limit any rights or remedies which may otherwise be available to any indemnified party at law or in equity.

The indemnity and contribution agreements contained in this Section VIII and the representations and warranties of the Company in this Agreement shall remain operative and in full force and effect regardless of (i) termination of this Agreement, (ii) any investigation made by any Underwriter or on behalf of any Underwriter or any person controlling any Underwriter or by or on behalf of the Company, its directors or officers or any person controlling the Company and (iii) acceptance of and payment for any of the Offered Securities.

IX.

If any one or more Underwriters shall fail to purchase and pay for any of the Offered Securities agreed to be purchased by such Underwriter or Underwriters and such failure to purchase shall constitute a default in the

performance of its or their obligations under this Agreement, the remaining Underwriters shall be obligated severally to take up and pay for (in the respective proportions which the principal amount of Offered Securities set forth opposite their names in the Underwriting Agreement bears to the aggregate principal amount of Offered Securities set forth opposite the names of all the remaining underwriters) the Offered Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase; provided, however, that in the event that the aggregate principal amount of Offered Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase shall exceed 10% of the aggregate principal amount of Offered Securities set forth in the Underwriting Agreement, the remaining Underwriters shall have the right to purchase all, but shall not be under any obligation to purchase any, of the Offered Securities, and if such nondefaulting Underwriters do not purchase all the Offered Securities, this Agreement will terminate without liability to any nondefaulting Underwriter or the Company. In the event of a default by any Underwriter as set forth in this Section IX, the Closing Date shall be postponed for such period, not exceeding seven days, as the Manager shall determine in order that the required changes in the Registration Statement and the Prospectus or in any other documents or arrangements may be effected. Nothing contained in this Agreement shall relieve any defaulting Underwriter of its liability, if any, to the Company and any nondefaulting Underwriter for damages occasioned by its default hereunder.

X.

This Agreement shall be subject to termination in the absolute discretion of the Manager, by notice given to the Company, if prior to the Closing Date (i) trading in securities generally on the New York Stock Exchange shall have been suspended or materially limited, (ii) a general moratorium on commercial banking activities in New York shall have been declared by either Federal or New York State authorities or (iii) there shall have occurred any material outbreak or escalation of hostilities or other calamity or crisis the effect of which on the financial markets of the United States is such as to make it, in the reasonable judgment of the Manager, impractical to market the Offered Securities.

XI.

If this Agreement shall be terminated by the Underwriters or any of them, because of any failure or refusal on the part of the Company to comply with the terms or to fulfill any of the conditions of this Agreement, or if for any reason the Company shall be unable to perform its obligations under this

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Agreement except pursuant to Section IX hereof, the Company will reimburse the Underwriters or such Underwriters as have so terminated this Agreement with respect to themselves, severally, for all out-of-pocket expenses (including the fees and disbursements of their counsel) reasonably incurred by such

Underwriters in connection with the Offered Securities.

This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to a contract executed and performed in such State without giving effect to the conflicts of laws principles thereof.

Schedule I

DELAYED DELIVERY CONTRACT

_____, 1999

Ladies and Gentlemen:

The undersigned hereby agrees to purchase from GATX Capital Corporation, a Delaware corporation (the "Company"), and the Company agrees to sell to the undersigned

\$ _____

principal amount of the Company's [state title of issue] (the "Securities"), offered by the Company's Prospectus dated _____, 1999 and Prospectus Supplement dated _____, 1999, receipt of copies of which are hereby acknowledged, at a purchase price of ___% of the principal amount thereof plus accrued interest and on the further terms and conditions set forth in this contract. The undersigned does not contemplate selling Securities prior to making payment therefor.

The undersigned will purchase from the Company Securities in the principal amounts and on the delivery dates set forth below:

Delivery Date	Principal Amount	Plus Accrued Interest From:
-----	-----	-----
	\$	
-----	-----	-----
	\$	
-----	-----	-----

Each such date on which Securities are to be purchased hereunder is hereinafter referred to as a "Delivery Date".

Payment for the Securities which the undersigned has agreed to purchase on each Delivery Date shall be made to the Company or its order by wire transfer of immediately available funds or by such other manner of payment as may be agreed upon by the Company and the undersigned at the office of _____, New York, N.Y. at 10:00 a.m. (New York time) on the Delivery Date, upon delivery to or as directed by the undersigned of the Securities to be purchased by the undersigned on the Delivery Date, in such denominations and registered in such names as the undersigned may designate by written or telegraphic communication addressed to the Company not less than five full business days prior to the Delivery Date.

The obligation of the undersigned to take delivery of and make payment for the Securities on the Delivery Date shall be subject to the conditions that (1) the purchase of Securities to be made by the undersigned shall not at the time of delivery be prohibited under the laws of the jurisdiction to which the undersigned is subject and (2) the Company shall have sold, and delivery shall have taken place to the underwriters (the "Underwriters") named in the Prospectus Supplement referred to above of, such part of the Securities as is to be sold to them. Promptly after completion of sale and delivery to the Underwriters, the Company will mail or deliver to the undersigned at its address set forth below notice to such effect,

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accompanied by a copy of the opinion of counsel for the Company delivered to the Underwriters in connection therewith.

Failure to take delivery of and make payment for Securities by any purchaser under any other Delayed Delivery Contract shall not relieve the undersigned of its obligations under this contract.

This contract will inure to the benefit of and be binding upon the parties thereto and their respective successors, but will not be assignable by either party hereto without the prior written consent of the other.

If this contract is acceptable to the Company, it is requested that the Company sign the form of acceptance below and mail or deliver one of the counterparts hereof to the undersigned at its address set forth below. This will become a binding contract, as of the date first above written, between the Company and the undersigned when such counterpart is so mailed or delivered.

This contract shall be governed by and construed in accordance with the laws of the State of New York applicable to a contract executed and performed in such State without giving effect to the conflicts of laws principles thereof.

Yours very truly,

(Purchaser)

By

(Title)

(Address)

Accepted:

GATX CAPITAL CORPORATION

By

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PURCHASER--PLEASE COMPLETE AT TIME OF SIGNING

The name and telephone and department of the representative of the Purchaser with whom details of delivery on the Delivery Date may be discussed is as follows: (Please print).

Name	Telephone No. (Including Area Code)	Department
----	-----	-----
-----	-----	-----
-----	-----	-----
-----	-----	-----
-----	-----	-----

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EXHIBIT A

Opinion of Thomas C. Nord, Vice President and General

The opinion of the Vice President and General Counsel for the Company, to be delivered pursuant to Section VI(b) of the document dated _____, 1999, and entitled GATX Capital Corporation Underwriting Agreement Standard Provisions (Debt Securities) shall be to the effect that:

(i) The Company has been duly incorporated, is validly existing as a corporation in good standing under the laws of the State of Delaware and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or the ownership and leasing of its properties requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not have a material adverse effect on the Company and its subsidiaries, considered as one enterprise.

(ii) Each Significant Subsidiary has been duly incorporated, is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or the ownership or leasing of its property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not have a material adverse effect on the Company and its subsidiaries, considered as one enterprise.

(iii) Each of the Company and its subsidiaries has all necessary consents, authorizations, approvals, orders, certificates and permits of and from, and has made all declarations and filings with, all federal, state, local and other governmental authorities, all self-regulatory organizations and all courts and other tribunals, to own, lease, license and use its properties and assets and to conduct its business in the manner described in the Prospectus, as amended or supplemented, except to the extent that the failure to obtain or file would not have a material adverse effect on the Company and its subsidiaries, considered as one enterprise.

(iv) The execution and delivery by the Company of, and the performance by the Company of its obligations under, the Underwriting Agreement, the Indenture and the Offered Securities will not contravene any provision of applicable law or the certificate of incorporation or bylaws of the Company or any agreement or other instrument binding upon the Company or any of its subsidiaries that is material to the Company and its subsidiaries, considered as one enterprise, or, to the best of such counsel's knowledge, any judgment, order or decree of any governmental body, agency or court having jurisdiction over the Company or any subsidiary, and no consent, approval or authorization of any governmental body or agency is required for the performance by the Company of its obligations under the Underwriting Agreement, the Indenture and the Offered Securities, except such as are specified and have been obtained and such as may be required by the Securities Act, the Exchange Act, the Trust Indenture Act or the securities or Blue Sky laws of the various states in connection with the offer and sale of the Offered Securities.

(v) To the best of such counsel's knowledge, after due inquiry, there are

no legal governmental proceedings pending or threatened to which the Company or any of its subsidiaries is a party or to which any of the properties of the Company or any of its subsidiaries is subject that is required to be described in the Registration Statement or the Prospectus, as amended or supplemented, and is not so described, or of any statute, regulation, contract or other document that is required to be described in the Registration Statement or the Prospectus, as amended or supplemented, or to be filed as an exhibit to the Registration

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Statement or the Prospectus, as amended or supplemented, or to be filed as an exhibit to the Registration Statement that is not described or filed as required.

(vi) The [Senior] Indenture has been duly authorized, executed and delivered by the Company and is a valid and binding agreement of the Company in accordance with its terms and has been duly qualified under the Trust Indenture Act.

(vii) The Offered Securities, when executed and authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Underwriters [or by institutional investors, if any, pursuant to Delayed Delivery Contracts], will be valid and binding obligations of the Company in accordance with their terms.

(viii) The Underwriting Agreement has been duly authorized, executed and delivered by the Company.

[(ix) The Delayed Delivery Contracts, if any, have been duly authorized, executed and delivered by the Company and are valid and binding agreements of the Company in accordance with their respective terms.]

(x) The statements in the Prospectus under the captions "Description of Debt Securities" and "Description of the [Offered Securities]" and the statements in the Prospectus incorporated by reference from Item 3 of the Company's most recent annual report on Form 10-K, insofar as such statements constitute summaries of the documents or proceedings referred to therein, fairly present the information called for with respect to such legal matters, documents and proceedings, and fairly summarize the matters referred to therein.

(xi) Such counsel (1) is of the opinion that each document, if any, filed pursuant to the Exchange Act (except as to financial statements and schedules, as to which such counsel need not express any opinion) and incorporated by reference in the Prospectus complied when so filed as to form in all material respects with such Act and the rules and regulations thereunder, (2) believes that (except as to financial statements and schedules and the Statement of Eligibility and Qualification of the Trustee on Form T-1, as to which such counsel need not express any belief) each part of the registration statement

(including the documents incorporated by reference therein), filed with the Commission pursuant to the Securities Act relating to the Offered Securities, when such part became effective did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (3) is of the opinion that the Registration Statement and Prospectus, as amended or supplemented, if applicable (except as to financial statements and schedules and the Statement of Eligibility and Qualification of the Trustee on Form T-1, as to which such counsel need not express any belief), comply as to form in all material respects with the Securities Act and the applicable rules and regulations thereunder and (4) believes that (except as to financial statements and schedules and the Statement of Eligibility and Qualification of the Trustee on Form T-1, as to which such counsel need not express any belief) the Registration Statement and the Prospectus on the date of the Underwriting Agreement did not, and the Prospectus, as amended or supplemented, if applicable, on the Closing Date does not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that such counsel may state that his opinion and belief is based upon his participation in the preparation of the Registration Statement and Prospectus and any amendments or supplements thereto and upon review and discussion of the contents thereof, but is without independent check or verification except as otherwise specified, including without limitation, the independent check or verification of the mathematical computations contained in the

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Registration Statement and the Prospectus, and provided further, that such counsel need not express any opinion as to the information included under the heading, if any, in the Registration Statement, Prospectus, or any amendments or supplements thereto, "Certain United States Federal Tax Consequences." With respect to clause (4), such counsel may state its opinion in the negative.

In rendering such opinion, such counsel may qualify any opinion as to enforceability by stating that such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium and other similar laws affecting the rights and remedies of creditors and is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). Such counsel may rely, as to all matters governed by the laws of jurisdictions other than the States of New York and California and the federal law of the United States, upon opinions of other counsel (copies of which shall be delivered to each Underwriter), who shall be counsel satisfactory to the Underwriters. Such counsel may also state that, insofar as such opinion involves factual matters, he has relied, to the extent he deems proper, upon certificates of officers of the Company and its subsidiaries and certificates of public officials.

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EXHIBIT B

Opinion of Counsel for the Underwriters

The opinion of _____, counsel for the Underwriters, to be delivered pursuant to Section VI(c) of the document dated _____, 1999, and entitled GATX Capital Corporation Underwriting Agreement Standard Provisions (Debt) shall be to the effect that:

(i) The [Senior] Indenture has been duly authorized, executed and delivered by the Company and is a valid and binding agreement of the Company in accordance with its terms and has been duly qualified under the Trust Indenture Act.

(ii) The Offered Securities, when executed and authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Underwriters or by institutional investors, if any, pursuant to Delayed Delivery Contracts, will be valid and binding obligations of the Company.

(iii) The Underwriting Agreement has been duly authorized, executed and delivered by the Company.

(iv) The Delayed Delivery Contracts, if any, have been duly authorized, executed and delivered by the Company and are valid and binding agreements of the Company in accordance with their respective terms.

(v) The statements in the Prospectus under the captions "Description of Debt Securities," "Description of the [Offered Securities]" and ["Underwriting"] insofar as such statements constitute summaries of the documents referred to therein, fairly present the information called for with respect to such documents.

(vi) Such counsel (1) is of the opinion that the Registration Statement and Prospectus, as amended or supplemented, if applicable (except as to financial statements and schedules and the Statement of Eligibility and Qualification of the Trustee on Form T-1, as to which such counsel need not express any opinion) comply as to form in all material respects with the Securities Act and the applicable rules and regulations thereunder and (2) believes that (except as to financial statements and schedules and the Statement of Eligibility and Qualification of the Trustee on Form T-1, as to which such counsel need not express any belief) the Registration Statement and the Prospectus on the date of the Underwriting Agreement did not, and the Prospectus, as amended or supplemented, if applicable, on the Closing Date does not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that such counsel may state that its belief is based upon its participation in the preparation of the Registration Statement and the Prospectus and any amendments or supplements thereto (other than the documents incorporated by reference therein) and review and discussion of the contents thereof (including documents

incorporated by reference therein), but is without independent check or verification except as specified.

FORM OF DEBT SECURITY

[FACE OF SECURITY]

GATX CAPITAL CORPORATION

[If applicable, insert--FOR PURPOSES OF THE ORIGINAL ISSUE DISCOUNT PROVISIONS OF THE INTERNAL REVENUE CODE OF 1986, THE ISSUE PRICE OF THIS SECURITY IS ___% OF ITS PRINCIPAL AMOUNT AT STATED MATURITY SET FORTH BELOW (ITS "PRINCIPAL AMOUNT"), THE AMOUNT OF ORIGINAL ISSUE DISCOUNT IS ___% OF ITS PRINCIPAL AMOUNT, THE YIELD TO MATURITY IS ___% AND THE ISSUE DATE IS _____]

[IF THE SECURITY IS A GLOBAL SECURITY, INSERT--THIS NOTE IS A GLOBAL SECURITY. IT IS EXCHANGEABLE FOR NOTES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITARY (AS HEREINAFTER DEFINED) OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES HEREINAFTER DESCRIBED AND MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR A NOMINEE OF THE DEPOSITARY TO A SUCCESSOR OF THE DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY.]

[Unless this Note is presented by an authorized representative of The Depository Trust Company (55 Water Street, New York, New York) to the issuer or its agent for registration of transfer, exchange or payment and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.]

GATX Capital Corporation, a Delaware Corporation (herein called the "Company", which term includes any successor corporation under the Indenture referred to on the reverse hereof), for value received, hereby promises to pay to [If the Security is to be in registered form, insert-- , or registered assigns] [If the Security is to be in bearer form, insert-- the bearer hereof upon surrender], the principal sum of _____ Dollars on _____.

[If the Security is to bear interest at a fixed rate prior to maturity, insert--, and to pay interest thereon from _____ or from the most recent Interest Payment Date to which interest has been paid or duly provided for semi-annually on _____ and _____ in each year commencing _____, _____, at the rate of ___% per annum until the principal hereof is paid or made available for payment.]

[If the Security is to bear interest at an adjustable rate prior to Maturity, insert -- , and to pay interest thereon from _____ or from the most recent Interest Payment Date to which interest has been paid or duly provided for, at a rate per annum determined as provided below, semi-annually on _____ and _____ in each year, commencing _____, _____, until the principal hereof is paid or made available for payment.]

[Interest on the Securities is payable at the rate of ___% per annum from _____ through _____, and for each ___ month period from _____, through _____, at a rate per annum (rounded to the nearest five hundredths of a percentage point) equal to ___% of the Year Treasury Rate (as defined below) or the Alternate Treasury Rate (as defined on the reverse side hereof), as the case may be, or such higher rate as may be established by the Company as set forth below.]

[The "Year Treasury Rate" applicable to any _____ month period commencing _____, _____, or _____ shall be the most recent Weekly Treasury Rates for constant maturities of years published during the period of the ten calendar days ending on the _____ (or, if such is not a Business Day, the next preceding Business Day) next preceding such _____. "Weekly Treasury Rates" means the weekly average yield to maturity values adjusted to a constant maturity of a fixed number of years as read from the yield curves of the most actively traded marketable U.S. Treasury fixed interest rate securities constructed daily by the U.S. Treasury Department as published by the Federal Reserve Board or any Federal Reserve Bank or by any United States Department or agency. In _____, _____, Weekly Treasury Rates were published by the Federal Reserve Board weekly in "Statistical Release H.15 (519), Selected Interest Rates" as "U.S. Government securities--Treasury constant maturities."]

[If the Trustee determines in good faith that for any reason the Weekly Treasury Rates for constant maturities of _____ years are not published as provided above during the ten calendar day period specified above preceding the _____ on which any such _____ month period commences, interest on the Securities for such _____ month period will be based on the Alternate Treasury Rate determined as of such _____ (or, if such is not a Business Day, the next preceding Business Day) in the manner set forth on the reverse hereof. As promptly as practicable, the Trustee shall calculate or cause to be calculated the year Treasury Rate or the Alternate Treasury Rate applicable to each _____ month period. The determination of such Rate shall be confirmed in writing by independent accountants of recognized standing selected by the Trustee and such Rate as so confirmed shall be binding upon the Company and the Holders.]

[If the Trustee determines in good faith that for any reason neither the Year Treasury Rate nor the Alternate Treasury Rate can be determined for any _____ month period, then the rate of interest shall be determined by the Company. In addition, the Company may elect a higher rate of interest for the

Securities than that calculated on the basis of the Year Treasury Rate or the Alternate Treasury Rate. The Company shall make such interest rate determinations or elections by delivery to the Trustee of an Officers'

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Certificate on or before the _____ preceding commencement of the _____ month period in which such interest rate will apply.]

[After the interest rate for any _____ month period has been determined, the Trustee will cause such rate to be published in an Authorized Newspaper in, on or about each _____ prior to the commencement of the _____ month period to which it applies. The Company will cause notice of such rate of interest to be enclosed with interest payment checks next mailed to the Holders of the Securities after such rate has been determined.]

[If the Security is to bear interest at a floating rate above the secondary market rate for T-Bills or the auction rate for such Bills, insert--, and to pay interest thereon, to the extent permitted by law, at the rate of [___ basis points above] [(____) % of] the weighted average per annum [discount rate] [bond yield equivalent rate] for direct obligations of the United States with a maturity of _____ computed on the basis of a [365 or 366-day year, as the case may be,] [360-day year] [and applied on a daily basis] (the "_____ Treasury Bill Rate") [based on results of the most recent auction of] [set in the secondary market for] _____ [month] [day] U.S. Treasury Bills as published by the Board of Governors of the Federal Reserve System or (if not so published) as reported by the Department of the Treasury or any Federal Reserve Bank or the United States Government department or agency. [The interest rate will be adjusted on the calendar day following each auction of _____ [month] [day] U.S. Treasury Bills.] [The interest rate will be adjusted on the calendar day following each auction of _____ [month] [day] U.S. Treasury Bills.] [The interest rate in effect for the period from _____ through the date of the first _____ auction after such date shall be based upon the results of the most recent _____ auction prior to such date; and the interest rate in effect for the _____ days immediately prior to Maturity shall be based upon the results of the most recent _____ auction held prior to the days preceding Maturity.]

[If the Security is to bear interest at a floating rate, insert--In the event that the [_____] day [___] Treasury Bill Rate ceases to be published or reported as provided above, then the rate of interest in effect at the time of the last such publication or report will remain in effect until such time, if any, as such Treasury Bill Rate shall again be so published or reported.]

[The interest rate applicable to each _____ will be determined as promptly as practicable by the Company as described herein and the Company will furnish the Trustee with an Officers' Certificate setting forth the interest rate applicable to each _____ promptly after such rate has been determined.]

[If the Security is to bear interest prior to Maturity, insert--The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Security is registered at the close of business on the _____ or (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date.]

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[If the Security is not to bear interest prior to Maturity, insert--The principal of this Security shall not bear interest except in the case of a default in payment of principal upon acceleration, upon redemption or at Stated Maturity and in such case the overdue principal of this Security shall bear interest at the rate of __% per annum (to the extent that the payment of such interest shall be legally enforceable), which shall accrue from the date of such default in payment to the date payment of such principal has been made or duly provided for.]

Payment of the principal of (and premium, if any, on) and [any such] interest on this Security will be made at the office or agency of the Company maintained for that purpose in _____, in such coin or currency of [the United States of America] as at the time of payment is legal tender for payment of public and private debts [; provided, however, that at the option of the Company payment of interest may be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register].

Reference is hereby made to the further provisions of this Security set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been manually executed by or on behalf of the Trustee under the Indenture referred to on the reverse hereof, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed under its corporate seal.

Dated:

GATX Capital Corporation

By:

[Title]

Attest and Countersign:

Secretary

[Form of Reverse of Security.]

GATX CAPITAL CORPORATION

This Security is one of a duly authorized issue of securities of the Company (herein called the "Securities"), issued and to be issued in one or more series under an Indenture dated as of _____ (herein called the "Indenture"), between the Company and _____, as trustee (herein called the "Trustee", which term includes any successor trustee under the Indenture), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is one of the series designated on the face hereof [, limited in aggregate principal amount to \$_____].

[If the Security is to be subordinated, insert--The indebtedness evidenced by this Security is, to the extent and in the manner set forth in the Indenture, expressly subordinated and subject in right of payment to the prior payment in full of all Senior Indebtedness (as defined in the Indenture) of the Company. This Security is issued subject to such provisions of the Indenture, and each Holder of this Security, by accepting the same, agrees to and shall be bound by such provisions and authorizes and directs the Trustee on the Holder's behalf to take such action as may be necessary or appropriate to acknowledge or effectuate such subordination as provided in the Indenture and appoints the Trustee such Holder's attorney-in-fact for any and all such purposes.]

If the Security is to bear interest at an adjustable rate prior to Maturity, insert--If the Trustee determines in good faith for any reason that the Weekly Treasury Rates for _____ year constant maturities are not published by the Federal Reserve Board or any Federal Reserve Bank or any United States Government department or agency during the period of ten calendar days ending on the _____ (or, if the _____ is not a Business Day, the next preceding Business Day) next preceding the _____ on which a _____ month period for which the interest rate on the Securities is being fixed commences, the Securities shall bear interest, at a rate per annum (rounded to the nearest five hundredths of a percentage point) during such _____ month period of ___% of the Alternate Treasury Rate for such _____ month period.]

[The "Alternate Treasury Rate" applicable to any _____ month period commencing _____, _____, . . . and _____ means the yields to maturity of the daily closing bids (or less frequently if daily quotations shall not be available), quoted by at least three recognized U.S. Government securities dealers selected by the Trustee, during a period of seven calendar days, for all marketable U.S. Treasury securities with a maturity date of at least _____ months but not more than _____ months from the date of the determination

(other than securities which can, at the option of the holder, be surrendered at face value in payment of any federal estate tax). The seven calendar day period shall be the seven calendar days ending on the (or, if the _____ is not a Business Day, the next preceding Business Day) next preceding the _____ on which a _____ month period

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for which the interest rate on the Securities is being fixed commences. Maturity means the date on which the security becomes due.]

[In determining that any Weekly Treasury Rates are not published, the Trustee may rely conclusively on any written advice from the United States Treasury to such effect.]

[If the Security is to be subject to redemption only at the option of the Company or any sinking fund redemption will be at the same prices, insert--The Securities of this series are subject to redemption upon not less than 30 days' notice provided in the manner set forth in the Indenture, [(1) on _____ in any year commencing with the year _____ and ending with the year _____ through operation of the sinking fund for this series at the Redemption Price equal to 100% of the principal amount, and (2)] at any time [on or after _____, _____], as a whole or in part, at the election of the Company, at the following Redemption Prices (expressed as percentages of the principal amount): If redeemed [on or before _____, ___%, and if redeemed] during the 12-month period beginning _____ of the years and thereafter at a Redemption Price equal to ___% of the principal amount together in the case of any such redemption [(whether through operation of the sinking fund or otherwise)] with accrued interest to the Redemption Date, but interest installments whose Stated Maturity is on or prior to such Redemption Date will be payable to the Holders of such Securities of record at the close of business on the relevant record dates referred to on the face hereof, all as provided in the Indenture.]

[If the Security is to be subject to redemption at the option of the Company and pursuant to a sinking fund at different prices, insert--The Securities of this series are subject to redemption upon not less than 30 days' notice by mail, (1) on _____ in any year commencing with the year _____ and ending with the year _____ through operation of the sinking fund for this series at the Redemption Prices for redemption through operation of the sinking fund (expressed as percentages of the principal amount) set forth in the table below, and (2) at any time [on or after _____], as a whole or in part, at the election of the Company, at the Redemption Prices for redemption otherwise than through operation of the sinking fund (expressed as percentages of the principal amount) set forth in the table below: If redeemed during the 12-month period beginning in the years indicated, and thereafter at a Redemption Price equal to ___% of the principal amount, together in the case of any such redemption (whether through operation of the sinking fund or otherwise) with accrued interest to the Redemption Date, but interest installments whose Stated Maturity is on or prior to such Redemption Date will be payable to the Holders of such

Securities of record at the close of business on the relevant record dates referred to on the face hereof, all as provided in the Indenture.]

[If there is to be a sinking fund, insert--The sinking fund for this series provides for the redemption on _____ each year beginning with the year _____ and ending with the year _____ of [not less than] \$ _____ ("mandatory sinking fund") and not more than \$ _____] aggregate principal amount of Securities of this series. Securities of this series acquired or redeemed by the Company otherwise than through [mandatory] sinking fund payments may be credited against subsequent [mandatory] sinking fund payments otherwise required to be made.]

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[If the Security is to be redeemable in part, insert--In the event of redemption of this Security in part only, a new Security or Securities of this series for the unredeemed portion hereof will be issued in the name of the Holder hereof upon the cancellation hereof.]

[If the Security is to bear interest at a floating rate, insert--If on any date on which a [_____ day] [___] Treasury Bill Rate is to be determined, such rate is for any reason not determinable as provided on the face hereof, (a) the Company, at its option, may redeem the Security upon not less than nor more than _____ days' prior notice, as a whole [or from time to time in part in increments of \$ _____,] at a redemption price equal to [insert appropriate prices and table, if any], together in the case of any such redemption with accrued interest to the Redemption Date (but interest installments whose Stated Maturity is on the Redemption Date will be payable to the Holder of such Security of record at the close of business on the relevant record date referred to on the face hereof), all as provided in the Indenture, such right of redemption to be exercisable until _____; (b) the Security shall be subject to repayment in whole [or in parts in increments of \$ _____] on any _____ or _____, at the option of the Holder thereof, at a price equal to [insert appropriate repayment prices and table, if any] (the "Repayment Price"), together with interest payable to the Repayment Date (but interest installments whose Stated Maturity is on the Repayment Date will be payable to the Holder of such Security of record at the close of business on the relevant record date referred to on the face hereof), all as provided in the Indenture, such option to be exercisable until _____; (c) the rate of interest in effect at the time a [_____ day] [___] Treasury Bill Rate becomes indeterminable shall remain in effect until a new [_____ day] [___] Treasury Bill Rate may be determined as provided on the face hereof, and (d) the Company will promptly deliver an Officers' Certificate to the Trustee certifying its inability to determine the [_____ day] [___] Treasury Bill Rate and notify the Holders of such inability and of the redemption, repayment and interest rate provisions set forth in (a), (b), and (c) above.]

[If the Security is to be subject to repayment at the option of the Holder other than when a floating rate is not determinable, insert--This Security is

also subject to repayment in whole [or in part in increments of \$ _____] on [_____, _____, or _____,] [any _____ or _____, commencing on _____,] at the option of the Holder hereof at a price equal to [insert appropriate repayment prices and table, if any] (the "Repayment Price"), together with interest payable to the Repayment Date (but interest installments whose Stated Maturity is on the Repayment Date will be payable to the Holder of such Security of record at the close of business on the relevant record date referred to on the face hereof), all as provided in the Indenture.]

[If the Security is to be subject to repayment at the option of the Holder, insert--To be repaid at the option of the Holder, the Company must receive this Security, with the form of "Option to Elect Repayment" hereon duly completed, at an office or agency of the Company maintained for that purpose in _____ (or at such other place of which the Company shall from time to time notify the Holder of this Security) not less than nor more than _____ days prior to the Repayment Date. The exercise of the repayment option by the Holder shall be irrevocable.

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[If the Security is not to be subject to redemption at the option of the Company, insert--The Securities are not redeemable at the option of the Company prior to Maturity.]

[If the Security is not to be an Original Issue Discount Security, insert--If an Event of Default with respect to Securities of this series shall occur and be continuing, the principal of the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.]

[If the Security is to be an Original Issue Discount Security, insert--If an Event of Default with respect to Securities of this series shall occur and be continuing, an amount of principal of the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture. Such amount shall be equal to [insert formula for determining the amount]. Upon payment (i) of the amount of principal so declared due and payable and (ii) of interest on any overdue principal and overdue interest (in each case to the extent that the payment of such interest shall be legally enforceable), all of the Company's obligations in respect of the payment of the principal of and interest, if any, on the Securities of this series shall terminate.]

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series under the Indenture to be affected at any time by the Company with the consent of the Holders of not less than 66-2/3% in principal amount of the Securities at the time Outstanding of each series to be affected. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding, on behalf of the

Holder of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of (and premium, if any, on) and interest on this Security at the times, place and rate, and in the coin or currency, herein prescribed.

[If the Security is to be registered form, insert--As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any place where the principal of (and premium, if any, on) and interest on this Security are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and, thereupon one or more new Securities of this series, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.]

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[The Securities of this series are issuable only in registered form [without coupons] in denominations of \$_____ [and any integral multiple] [or increments of \$_____ in excess] thereof. As provided in the Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series of a different authorized denomination, as requested by the Holder surrendering the same.]

[No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.]

[Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.]

[If the Security is a Global Security, insert--"Global Security" and "Global Securities" means a Security or Securities evidencing all or a part of a series of Securities, issued to the Depository (as hereinafter defined) for such

Series or its nominee, and registered in the name of such Depository or its nominee. "Depository" means, with respect to the Securities of any series issuable or issued in whole or in part in the form of one or more Global Securities, the person designated as the Depository by the Company.

No holder of any beneficial interest in this Note held on its behalf by a Depository or a nominee of such Depository shall have any rights under the Indenture with respect to such Global Security, and such Depository or nominee may be treated by the Company, the Trustee, and any agent of the Company or the Trustee as the owner of such Global Security for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall impair, as between a Depository and such holders of beneficial interests, the operation of customary practices governing the exercise of the rights of the Depository as Holder of any Security.

This Note is exchangeable, in whole but not in part, for Notes registered in the names of Persons other than the Depository or its nominee or in the name of a successor to the Depository or a nominee of such successor depository only if (i) the Depository notifies the Company that it is unwilling or unable to continue as Depository for this Note or if at any time such Depository ceases to be a clearing agency registered under the Securities Exchange Act of 1934, as amended, and, in either case, a successor depository is not appointed by the Company within 90 days, (ii) the Company in its discretion at any time determines not to have all of the Notes of this series represented by one or more Global Security or Securities and notifies the Trustee thereof, or (iii) an Event of Default has occurred and is continuing with respect to the Notes of this series. If this Note is exchangeable pursuant to the preceding sentence, it shall be exchangeable for Notes issuable in authorized denominations and registered in such names as the Depository holding this Note shall direct. Subject to the foregoing, this Note is not exchangeable, except for a Note or Notes of the same aggregate denominations to be registered in the name of such

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Depository or its nominee or in the name of a successor to the Depository or a nominee of such successor depository.]

[The Indenture entitles Holders to receive annual reports with respect to the Trustee's eligibility and qualifications to serve as Trustee by filing their names and addresses with the Trustee for that purpose within two years preceding the mailing of any such annual report.]

No recourse shall be had for the payment of the principal of (and premium, if any, on) or interest on this Security, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Indenture or any indenture supplemental thereto, against any incorporator, stockholder, officer or director, as such, past, present or future, of the Company or any successor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability

being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released.

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

This Security, including without limitation the obligation of the Company contained herein to pay the principal of (and premium, if any, on) and interest on this Security in accordance with the terms hereof and of the Indenture, shall be construed in accordance with and governed by the laws of the State of New York.

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[Form of Trustee's Certificate of Authentication.]

This is one of the Securities of the series designated herein referred to in the within-mentioned Indenture.

As [Authenticating Agent for] the Trustee

By
Authorized Officer

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[Form of Option to Elect Repayment.]

OPTION TO ELECT REPAYMENT

The undersigned hereby irrevocably requests and instructs the Company to repay the within Security (or portion thereof specified below) pursuant to its terms at a price equal to the principal amount thereof, together with interest to the Repayment Date, to the undersigned, at

(Please Print or Typewrite Name and Address of the Undersigned)

For this Security to be repaid, the Company must receive this Security, with this "Option to Elect Repayment" form duly completed, at an office or agency of the Company maintained for that purpose in _____, or at such other place of which the Company shall from time to time notify the Holder, no less than ___ days nor more than ___ days prior to [_____, _____, . . . or _____] [the _____ or _____ (commencing on _____)].

If less than the entire principal amount of the within Security is to be repaid, specify the portion thereof (which shall be \$_____, or an integral multiple of \$_____) which the Holder elects to have repaid: \$_____.

Dated:

Note: The signature must correspond with the name as written upon the face of the Security in every particular without alteration or enlargement.

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of a 360-day year of twelve 30-day months) semiannually on April 1 and October 1 of each year (each an "Interest Payment Date") commencing with the Interest Payment Date next following the Original Issue Date specified above (the "Original Issue Date") (provided that, if the Original Issue Date is later than March 15 or September 15 and prior to the next succeeding Interest Payment Date, interest shall be so payable commencing with the second Interest Payment Date following the Original Issue Date) and on the Maturity Date or the date of redemption (the "Redemption Date") on said principal amount, at the Interest Rate per annum specified above. Interest on this Note will accrue from the most recent Interest Payment Date to which interest has been paid or duly provided for or, if no interest has been paid, from the Original Issue Date shown above until the principal hereof has been paid or made available for payment. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture referred to on the reverse hereof, be paid to the Person in whose name this Note (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, which shall be the March 15 or the September 15, whether or not a Business Day (as defined on the reverse hereof), as the case may be, next preceding such Interest Payment Date; provided, however, that interest payable on the Maturity Date shown above, or, if applicable, upon redemption, will be payable to the Person to whom the principal hereof shall be payable and provided, further, however, that if such Interest Payment Date would fall

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on a day that is not a Business Day, such Interest Payment Date shall be the following day that is a Business Day. Any such interest which is payable, but is not punctually paid or duly provided for on any Interest Payment Date, shall forthwith cease to be payable to the registered holder on such Regular Record Date, and may be paid to the Person in whose name this Note (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice of which shall be given to the Holder of this Note not less than ten days prior to such Special Record Date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Notes may be listed and upon such notice as may be required by such exchange, all as more fully provided in the Indenture.

Payment of the principal of and interest on this Note shall be made at the office or agency of the Trustee maintained for that purpose in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debt; provided, however, that payment of interest on any Interest Payment Date (other than the Maturity Date or Redemption Date, if any) may be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register.

The principal hereof and interest due at maturity shall be paid upon

maturity in immediately available funds against presentation of this Note at the office or agency of the Trustee maintained for that purpose in the Borough of Manhattan, The City of New York.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS NOTE SET FORTH ON THE REVERSE HEREOF, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH ON THE FACE HEREOF.

This Note shall be governed by and construed in accordance with the law of the State of New York.

This Note is one of the % Notes Due 20 of the Company.

Unless the certificate of authentication hereon has been executed by The Chase Manhattan Bank, the Trustee under the Indenture, or its successor thereunder, by the manual signature of one of its authorized signatories, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

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IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed under its corporate seal.

Dated: _____

GATX CAPITAL CORPORATION

CERTIFICATE OF AUTHENTICATION
This is one of the Securities referred to in the within-mentioned Indenture.

By: _____
Authorized Signatory

THE CHASE MANHATTAN BANK,
as Trustee

ATTEST:

By: _____
Authorized Signatory

By: _____
Secretary

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GATX CAPITAL CORPORATION
 % NOTE DUE 20
(FIXED RATE)

This Note is one of a duly authorized issue of debentures, notes or other evidences of indebtedness (hereinafter called the "Securities") of the Company, all such Securities issued and to be issued under the indenture dated as of July 31, 1989, as supplemented and amended by the Supplemental Indentures dated as of December 18, 1991, January 2, 1996 and October 14, 1997 (herein called the "Indenture") between the Company and The Chase Manhattan Bank, Trustee (herein called the "Trustee," which term includes any successor trustee under the Indenture), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights and limitations of rights thereunder of the Company, the Trustee and the Holders of the Securities, and the terms upon which the Securities are, and are to be, authenticated and delivered. As provided in the Indenture, Securities may be issued in one or more series, which different series may be issued in various aggregate principal amounts, may mature at different times, may bear interest, if any, at different rates, may be subject to different redemption provisions, if any, may be subject to different sinking, purchase or analogous funds, if any, may be subject to different covenants and Events of Default and may otherwise vary as in the Indenture provided or permitted. This Note is one of the Securities designated as ___% Notes Due 20__ (the "Notes"). The Notes may be issued at various times with different maturity dates, redemption dates and different principal repayment provisions, may bear interest at different rates and may otherwise vary, all as provided in the Indenture.

If so provided on the face of this Note, this Note may be redeemed at the option of the Company or the Holder on and after the Redemption Date so indicated on the face hereof. If no such date is set forth on the face hereof, this Note may not be redeemed prior to maturity. On and after such date, if any, from which this Note may be redeemed, this Note may be redeemed, in whole or in part in increments of \$1,000 (provided that any remaining principal amount of this Note shall be at least \$1,000) at the option of the Company or a Holder, at the redemption prices indicated on the face hereof, together with interest thereon payable to the Redemption Date, on notice given (i) to the Trustee not more than 60 days nor less than 30 days prior to the Redemption Date with respect to redemption at the option of the Company or (ii) to the Trustee and the Company at least 60 days prior to the Redemption Date with respect to redemption at the option of a Holder. With respect to redemption at the option of the Company, if less than all the Outstanding Notes having such terms as specified by the Company are to be redeemed, the particular Notes to be redeemed shall be selected by the Trustee not more than 60 days prior to the Redemption Date from the Outstanding Notes having such terms as specified by the Company are to be redeemed, the particular Notes to be redeemed shall be selected by the Trustee not more than 60 days prior to the Redemption Date from the Outstanding Notes having such terms as specified by the Company not previously called for redemption, by such

method as the Trustee shall deem fair and appropriate. Any notice by the Trustee

of such redemption at the option of the Company shall specify which Notes are to be redeemed. In the event of redemption of this Note, in part only, a new Note or Notes in authorized denominations for the unredeemed portion hereof shall be issued in the name of the Holder hereof upon the surrender hereof.

If an Event of Default with respect to the Notes shall occur and be continuing, the principal thereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of 66-2/3% in aggregate principal amount of the Securities at the time Outstanding of each series affected thereby. The Indenture also contains provisions permitting the Holders of specified percentages in aggregate principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of each series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Note shall be conclusive and binding upon such Holder and upon future Holders of this Note and of any Note issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof whether or not notation of such consent or waiver is made upon this Note.

Holders of Securities. may not enforce their rights pursuant to the Indenture or the Securities except as provided in the Indenture. No reference herein to the Indenture and no provision of this Note or the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this Note at the time, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Note may be registered on the Security Register of the Company, upon surrender of this Note for registration of transfer at the office or agency of the Company in the Borough of Manhattan, The City of New York, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar and this Note duly executed by the Holder hereof or by his attorney duly authorized in writing, and thereupon one or more new Notes of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Notes are issuable only in registered form without coupons in denominations of \$100,000 or any amount in excess thereof which is an integral

multiple of \$1,000. As provided in the Indenture and subject to certain limitations therein set forth, this Note is exchangeable for a like aggregate principal amount of Notes of different authorized denomination as requested by the Holder surrendering the same.

No service charge will be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to the due presentment of this Note for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Note is registered as the owner hereof for all purposes, whether or not this Note be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

All capitalized terms used in this Note and not otherwise defined herein or particularized on the face hereof shall have the meanings assigned to them in the Indenture.

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this instrument, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM--as tenants in common	
TEN ENT--as tenants by the entireties	
JT TEN--as joint tenants with right of survivorship and not as tenants in common	
UNIF GIFT MIN ACT-- Custodian	
-----	-----
(Cust)	(Minor)

Under Uniform Gifts to Minors Act

(State)

Additional abbreviations may also be used though not in the above list.

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ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sell(s), assign(s) and

transfer(s) unto PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE: _____

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING POSTAL ZIP CODE, OF ASSIGNEE: _____

the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____ Attorney to transfer said Note on the books of the Company, with full power of substitution in the premises.

Date: _____

Note: The signature to this Assignment must correspond with the name as written upon the face of this Note in every particular without alteration or enlargement.

FORM OF MEDIUM-TERM NOTE (FLOATING RATE)

REGISTERED
No. FLD- _____

Principal Amount: \$ _____
CUSIP

[IF THE SECURITY IS A GLOBAL SECURITY, INSERT -- UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR NOTES IN CERTIFICATED FORM, THIS NOTE May NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY, UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TRUST COMPANY (55 WATER STREET, NEW YORK, NEW YORK) TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TRUST COMPANY AND ANY PAYMENT IS MADE TO CEDE & CO., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.]

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GATX CAPITAL CORPORATION

MEDIUM-TERM NOTE, SERIES F
(FLOATING RATE)

Original Issue Date: Interest Reset Date(s):

Maturity Date:

Interest Rate Basis: Interest Reset Period:

Initial Interest Rate: Interest Payment Date(s)

Index Maturity:

Spread (plus or minus): Interest Payment Period:

Redemption at option of Holder: Yes ___ No ___

Redemption at option of Company: Yes ___ No ___

Maximum Interest Rate: Redemption Dates and Prices:

Minimum Interest Rate: Sinking Fund Dates and Amounts:

GATX CAPITAL CORPORATION, a Delaware corporation (the "Company"), for value received, hereby promises to pay to _____, or registered assigns, the principal amount of _____ DOLLARS, on the Maturity Date shown above and to pay interest thereon at the rate per annum equal to the Initial Interest Rate shown above until the first Interest Reset Date shown above following the Original Issue Date shown above and thereafter at a rate determined in accordance with the provisions on the reverse hereof under the heading "Determination of Commercial Paper Rate," "Determination of LIBOR Rate," "Determination of Federal Funds Rate" or "Determination of Treasury Rate," depending upon whether the Interest Rate Basis is Commercial Paper Rate, LIBOR, Federal Funds Rate or Treasury Rate, as indicated above, until the principal hereof is fully paid or duly made available for payment. The Company will pay interest monthly, quarterly, semiannually or annually as indicated above on each Interest Payment Date shown above commencing with the first Interest Payment Date shown above immediately following the Original Issue Date shown above, and on the Maturity Date shown above, or, if applicable, upon redemption; provided, however, that if the Original Issue Date shown above is between a Regular Record Date (as defined below) and an Interest Payment Date, interest payments will commence on the Interest Payment Date following the next succeeding Regular Record Date; and provided, further, however, that if an Interest Payment Date would fall on a day that is not a Business Day (as defined

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on the reverse hereof), such Interest Payment Date shall be the following day that is a Business Day, except that, in the case that the Interest Rate Basis is LIBOR, as indicated above, if such next Business Day falls in the next calendar month, such Interest Payment Date will be the preceding day that is a Business Day with respect to such LIBOR Note. Except as provided above and in the Indenture referred to on the reverse hereof, interest payments will be made on the Interest Payment Dates shown above. The "Regular Record Date" shall be the date whether or not a Business Day 15 calendar days immediately preceding such Interest Payment Date.

The interest so payable, and punctually paid or duly provided for, on the Interest Payment Dates referred to above, will, as provided in the Indenture, be paid to the Person in whose name this Note (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest; provided, however, that interest payable on the Maturity Date shown above, or, if applicable, the date of redemption (the "Redemption Date") will be paid to the Person to whom the principal of this Note is payable. Any such interest which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date shall forthwith cease to be payable to the Holder on such Regular Record Date, and may be paid to the Person in whose name this Note (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to

be fixed by the Trustee, notice whereof shall be given to the Holder of this Note not less than ten days prior to such Special Record Date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Notes may be listed and upon such notice as may be required by such exchange, all as more fully provided in the Indenture.

Payments of principal and interest shall be made at the office or agency of the Trustee maintained for that purpose in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debt; provided, however, that payment of interest on any Interest Payment Date (other than the Maturity Date or Redemption Date, if any) may be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register.

The principal hereof and interest due at maturity will be paid upon maturity in immediately available funds against presentation of this Note at the office or agency of the Trustee maintained for that purpose in the Borough of Manhattan, The City of New York.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS NOTE SET FORTH ON THE REVERSE HEREOF, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH ON THE FACE HEREOF.

This Note shall be governed by and construed in accordance with the laws of the State of New York.

This Note is one of the Medium-Term Notes, Series F of the Company.

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Unless the certificate of authentication hereon has been executed by The Chase Manhattan Bank, the Trustee under the Indenture, or its successor thereunder by the manual signature of one of its authorized signatories, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed under its corporate seal.

Dated: _____

GATX CAPITAL CORPORATION

CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

By: _____
Authorized Signature

THE CHASE MANHATTAN BANK,
as Trustee

Attest:

By: _____
Authorized Signature

Secretary

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[Reverse of Note]

GATX CAPITAL CORPORATION
MEDIUM-TERM NOTE, SERIES F
(FLOATING RATE)

This Note is one of a duly authorized issue of debentures, notes or other evidences of indebtedness (hereinafter called the "Securities") of the Company of the series hereinafter specified, all such Securities issued and to be issued under the Indenture dated as of July 31, 1989, as supplemented and amended by the Supplemental Indentures dated as of December 18, 1991, January 2, 1996 and October 14, 1997 (herein called the "Indenture") between the Company and The Chase Manhattan Bank, as the Trustee (herein called the "Trustee," which term includes any successor trustee under the Indenture), to which indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights and limitations of rights thereunder of the Company, the Trustee and the Holders of the Securities, and the terms upon which the Securities are, and are to be, authenticated and delivered. As provided in the Indenture, Securities may be issued in one or more series, which different series may be issued in various aggregate principal amounts, may mature at different times, may bear interest, if any, at different rates, may be subject to different redemption provisions, if any, may be subject to different sinking, purchase or analogous funds, if any, may be subject to different covenants and Events of Default and may otherwise vary as in the Indenture provided or permitted. This Note is one of the Securities designated as Medium-Term Notes, Series F (the "Notes"). The Notes may be issued at various times with different maturity dates, redemption dates and different principal repayment provisions, may bear interest at different rates and may otherwise vary, all as provided in the Indenture.

The interest payable on this Note on each Interest Payment Date will include accrued interest from and including the Original Issue Date set forth on the face hereof (the "Original Issue Date") or from and including the last date in respect of which interest has been paid, as the case may be, to, but excluding, such Interest Payment Date; provided, however, that if the Interest Reset Dates set forth on the face hereof (the "Interest Reset Dates") are daily or weekly, interest payments shall include interest accrued only through and including the Regular Record Date next preceding the applicable Interest Payment Date except that the interest payment at maturity will include interest accrued to but excluding such date. Accrued interest from the Original Issue Date or from the last date to which interest has been paid is calculated by multiplying the principal amount hereof by an accrued interest factor. Such accrued interest

factor is computed by adding the interest factors calculated for each day from the Original Issue Date, or from the last date to which interest has been paid, to the date for which accrued interest is being calculated. The interest factor (expressed as a decimal calculated to seven decimal places without rounding) for each such day is computed by dividing the interest rate applicable to such day by 360, in the case of Notes with an interest rate determined by reference to the "Commercial Paper Rate" (the "Commercial Paper Rate Notes"), the "Federal Funds Rate" (the "Federal Funds Rate Notes"), and "LIBOR" ("LIBOR" Notes"), or by the actual number of days in the

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year, in the case of Notes with an interest rate determined by reference to the "Treasury Rate" (the "Treasury Rate Notes"). The interest rate in effect on each day will be (a) if such day is an Interest Reset Date, the interest rate with respect to the Interest Determination Date (defined below) pertaining to such Interest Reset Date or (b) if such day is not an Interest Reset Date, the interest rate with respect to the Interest Determination Date pertaining to the next preceding interest Reset Date; provided, however, that (i) the interest rate in effect from the Original Issue Date to the first Interest Reset Date will be the initial Interest Rate as specified on the face hereof and (ii) the interest rate in effect for the ten calendar days immediately prior to maturity will be that in effect on the tenth calendar date preceding maturity. Notwithstanding the foregoing, the interest rate hereon shall not be greater than the Maximum Interest Rate, if any, shown on the face hereof (the "Maximum Interest Rate"), or less than the Minimum Interest Rate, if any, shown on the face hereof (the "Minimum Interest Rate"). All percentages resulting from any calculations will be rounded, if necessary, to the nearest one-hundredth of a percent, with five one-thousandths of a percent being rounded upwards. In addition, the interest rate hereon shall in no event be higher than the maximum rate, if any, permitted by applicable law.

Commencing with the first Interest Reset Date shown on the face hereof following the Original Issue Date, and thereafter on each succeeding Interest Reset Date specified on the face hereof, the rate at which interest on this Note is payable shall be adjusted daily, weekly, monthly, quarterly, semiannually or annually as specified on the face hereof under "Interest Reset Date(s)." Each such adjusted rate shall be applicable on and after the Interest Reset Date to which it relates to but not including the next succeeding Interest Reset Date or until the Maturity Date or, if applicable, the Redemption Date shown on the face hereof (the "Redemption Date"). The Interest Reset Date will be, if this Note resets daily, each Business Day; if this Note resets weekly, the Wednesday of each week (with the exception of weekly reset Treasury Rate Notes which will reset the Tuesday of each week, except as specified below); if this Note resets monthly, the third Wednesday of each month; if this Note resets quarterly, the third Wednesday of March, June, September and December; if this Note resets semiannually, the third Wednesday of the two months specified on the face hereof; and if this Note resets annually, the third Wednesday of the month specified on the face hereof. Subject to applicable law and except as specified

herein, on each Interest Reset Date, the rate of interest on this Note shall be the rate determined in accordance with the provisions applicable below, plus or minus the Spread (as specified on the face hereof), if any. If any Interest Reset Date would otherwise be a day that is not a Business Day, such Interest Reset Date shall be postponed to the next succeeding day that is a Business Day, except that, in the case of a LIBOR Note, if such Business Day is in the next succeeding calendar month, such Interest Reset Date shall be the next preceding Business Day. "Business Day" means (i) with respect to any Note, any day that is not a Saturday or Sunday, and that, in The City of New York, is neither a legal holiday nor a day on which banking institutions or trust companies are authorized or obligated by law to close, and (ii) with respect to LIBOR Notes only, a London Banking Day. A "London Banking Day" means any day on which dealings in deposits in U.S. dollars are transacted in the London interbank market. In the case of weekly reset Treasury Rate Notes, if an auction of treasury bills falls on a day that is an Interest Reset Date for

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Treasury Rate Notes, the Interest Reset Date will be the following day that is a Business Day.

The Interest Determination Date (the "Interest Determination Date") pertaining to an Interest Reset Date will be, if the Interest Rate Basis (defined below) is the Commercial Paper Rate or the Federal Funds Rate, the second Business Day next preceding such Interest Reset Date. The Interest Determination Date pertaining to an Interest Reset Date will be, if the Interest Rate Basis is LIBOR, the second London Banking Day next preceding such Interest Reset Date. The Interest Determination Date pertaining to an Interest Reset Date will be, if the Interest Rate Basis is the Treasury Rate, the day of the week in which such Interest Reset Date falls on which Treasury bills (as defined below) of the Index Maturity specified on the face hereof are auctioned. Treasury bills normally are auctioned on Monday of each week, unless that day is a legal holiday, in which case the auction is normally held on the following Tuesday, except that such action may be held on the preceding Friday. If, as a result of a legal holiday, an auction is so held on the preceding Friday, such Friday will be the Interest Determination Date pertaining to the Interest Reset Date occurring in the next succeeding week. Interest payable hereon will be payable monthly, quarterly, semiannually or annually (the "Interest Payment Period") as specified on the face hereof. Unless otherwise shown on the face hereof, interest will be payable. If this Note resets daily, weekly or monthly, on the third Wednesday of each month or on the third Wednesday of March, June, September and December of each year; if this Note resets quarterly, on the third Wednesday of March, June, September and December of each year; if this Note resets semiannually, on the third Wednesday of the two months of each year specified on the face hereof; and if this Note resets annually, on the third Wednesday of the month specified on the face hereof (each such date being an "Interest Payment Date") and in each case, at maturity or, if applicable, upon redemption.

DETERMINATION OF COMMERCIAL PAPER RATE. If the Interest Rate Basis specified on the face hereof (the "Interest Rate Basis") is "Commercial Paper Rate," the interest rate shall equal (a) the Money Market Yield (as defined below) on the applicable Interest Determination Date of the rate for commercial paper having the Index Maturity specified on the face hereof (i) as published by the Board of Governors of the Federal Reserve System in "Statistical Release H.15(519), Selected Interest Rates" ("H.15(519)"), or any successor publication, under the heading "Commercial Paper" or (ii) in the event that such rate is not published by the Calculation Date (as defined below) pertaining to such Interest Determination Date, then as published by the Federal Reserve Bank of New York in its daily statistical release "Composite 3:30 P.M. Quotations for U.S. Government Securities" ("Composite Quotations") under the heading "Commercial Paper" or (b) if neither of such yields is published by 3:00 P.M., New York City time, on such Calculation Date, the Money Market Yield of the arithmetic mean of the offered rates as of 11:00 A.M., New York City time, of three leading dealers of commercial paper in The City of New York selected by The Chase Manhattan Bank, as calculation agent (or any successor calculation agent, the "Calculation Agent") on that Interest Determination Date, for commercial paper of the Index Maturity specified on the face hereof (the "Index Maturity") placed for an industrial issuer whose bond rating is "AA," or the equivalent, from a nationally recognized rating agency, in each of the above cases adjusted by the addition or

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subtraction of the Spread, if any, specified on the face hereof; provided, however, that if such dealers are not quoting as mentioned above, the interest rate in effect hereon until the Interest Reset Date next succeeding the Interest Reset Date to which such Interest Determination Date relates shall be the rate in effect for the immediately preceding Interest Reset Period (or, if there was no such Interest Reset Period, the rate of interest for such period shall be the Initial Interest Rate).

"Money Market Yield" shall be a yield calculated in accordance with the following formula:

$$\text{Money Market Yield} = \frac{D \times 360}{360 - (D \times M)} \times 100$$

where "D" refers to the per annum rate for commercial paper quoted on a bank discount basis and expressed as a decimal; and "M" refers to the actual number of days in the interest period for which interest is being calculated.

DETERMINATION OF LIBOR. If the Interest Rate Basis specified on the face hereof is "LIBOR," commencing on the second London Banking Day immediately following the applicable Interest Determination Date the interest rate shall be equal to either (i) the arithmetic mean (rounded upward if necessary to the nearest one-sixteenth of one percent) as calculated by the Calculation Agent, of

the offered rates for deposits in U.S. dollars having the Index Maturity specified on the face hereof, which appear on the Reuters Screen LIBO Page (or such other page as may replace the same), as of 11:00 A.M., London time, on such Interest Determination Date or (ii) the rate for deposits in U.S. dollars having the Index Maturity specified on the face hereof which appears on the Telerate Page 3750 (or such other page or service as may replace the same) as of 11 A.M., London time, on such Interest Determination Date, in each case adjusted by the addition or subtraction of the Spread, if any, specified on the face hereof; provided, however, that if less than two such offered rates appear on the Reuters Screen LIBO Page or if no rate appears on Telerate Page 3750, as applicable, the Calculation Agent shall request the principal London Office of each of four major banks in the London interbank market selected by the Calculation Agent to provide a quotation of the rate which such bank offered to prime banks in the London interbank market at approximately 11:00 A.M., London time, on such Interest Determination Date, on deposits in U.S. dollars having the Index Maturity specified on the face hereof commencing on the second London Banking Day immediately following such Interest Determination Date and in a principal amount equal to an amount not less than U.S. \$1,000,000 that is representative of a single transaction in such market at such time, and such rate of interest hereon shall equal the arithmetic mean (rounded upward if necessary to the nearest one-sixteenth of one percent) of (a) such quotations, if at least two quotations are provided, or (b) if less than two quotations are provided, the rates quoted at approximately 11:00 A.M., New York City time, on such Interest Determination Date by three major banks in The City of New York, selected by the Calculation Agent (after consultation with the Company) for loans in U.S. dollars to leading European banks, having the Index Maturity specified on the face hereof

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commencing on the second London Banking Day immediately following such Interest Determination Date and in a principal amount as aforesaid, in either case, adjusted by the addition or subtraction of the Spread, if any, specified on the face hereof; provided, however, that if the three banks selected as aforesaid by the Calculation Agent are not quoting as mentioned above, the interest rate in effect hereon until the Interest Reset Date next succeeding the Interest Reset Date to which such Interest Determination Date relates shall be the rate in effect for the immediately preceding Interest Reset Period (or, if there was no such Interest Reset Period, the rate of interest for such period shall be the Initial Interest Rate).

DETERMINATION OF FEDERAL FUNDS RATE. If the Interest Rate Basis specified on the face hereof is "Federal Funds Rate," the interest rate shall equal (a) the rate on the applicable Interest Determination Date specified on the face hereof for Federal Funds (i) as published in the H.15(519), or any successor publication, under the heading "Federal Funds (Effective)" or (ii) if such rate is not so published by the Calculation Date pertaining to such Interest Determination Date, then as published in the Composite Quotations under the heading "Federal Funds/Effective Rate" or (b) if neither of such rates is

published by 3:00 P.M., New York City time, on such Calculation Date, the arithmetic mean (as calculated by the Calculation Agent) of the rates for the last transaction in overnight Federal Funds arranged by three leading brokers of Federal Funds transactions in The City of New York selected by the Calculation Agent as of 11:00 A.M., New York City time, on such Interest Determination Date, in each of the above cases, adjusted by the addition or subtraction of the Spread, if any, specified on the face hereof; provided, however, that if such brokers are not quoting as mentioned above, the interest rate in effect hereon until the Interest Reset Date next succeeding the Interest Reset Date to which such Interest Determination Date relates shall be the rate in effect for the immediately preceding Interest Reset Period (or, if there was no such Interest Reset Period, the rate of interest for such period shall be the Initial Interest Rate).

DETERMINATION OF TREASURY RATE. If the Interest Rate Basis specified on the face hereof is "Treasury Rate," the interest rate shall equal the rate for the auction held on the applicable Interest Determination Date of direct obligations of the United States ("Treasury bills") having the Index Maturity specified on the face hereof as published in H.15(519), or any successor publication, under the heading, "U.S. Government Securities-Treasury bills--auction average (investment)" or, if not so published by the Calculation Date pertaining to such Interest Determination Date, the auction average rate (expressed as a bond equivalent on the basis of a year of 365 or 366 days, as applicable, and applied on a daily basis) as otherwise announced by the United States Department of the Treasury, in either case, adjusted by the addition or subtraction of the Spread, if any, specified on the face hereof. In the event that the results are not published or reported as provided above by 3:00 P.M., New York City time, on such Calculation Date, or if no such auction is held in a particular week, then the rate of interest herein shall be calculated by the Calculation Agent and shall be a yield to maturity (expressed as a bond equivalent on the basis of a year of 365 or 366 days, as applicable, and applied on a daily basis) of the arithmetic mean of the secondary market bid rates as of approximately 3:30 P.M., New York City time, on such Interest Determination Date, of three leading primary United

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States government securities dealers selected by the Calculation Agent (after consultation with the Company) for the issue of Treasury bills with a remaining maturity closest to the Index Maturity specified on the face hereof, adjusted by the addition or subtraction of the Spread, if any, specified on the face hereof; provided, however, that if the dealers selected as aforesaid by the Calculation Agent are not quoting as mentioned above, the interest rate in effect hereon until the Interest Reset Date next succeeding the Interest Reset Date to which such Interest Determination Date relates shall be the rate in effect for the immediately preceding Interest Reset Period (or, if there was no such Interest Reset Period, the rate of interest for such period shall be the Initial Interest Rate).

The Calculation Date pertaining to an Interest Determination Date shall be the tenth calendar day after such Interest Determination Date or if any such day is not a Business Day, the next succeeding Business Day. The Calculation Agent shall calculate the interest rate hereon in accordance with the foregoing and will confirm in writing such calculation to the Trustee and any Paying Agent immediately after each determination. Neither the Trustee nor any Paying Agent shall be responsible for any such calculation. At the request of the Holder hereof, the Calculation Agent will provide to the Holder hereof the interest rate hereon then in effect and, if determined, the interest rate which will become effective as of the next Interest Reset Date.

If so specified on the face of this Note, this Note may be redeemed at the option of the Company or the Holder on and after the Redemption Date so indicated on the face hereof. If no such date is set forth on the face hereof, this Note may not be redeemed prior to maturity. On and after such date, if any, from which this Note may be redeemed, this Note may be redeemed in whole or in part in increments of \$1,000 (provided that any remaining principal amount of this Note shall be at least \$1,000) at the option of the Company or a Holder, at the redemption prices set forth on the face hereof, together with interest thereon payable to the Redemption Date, on notice given (i) to the Trustee not more than 60 days nor less than 30 days prior to the Redemption Date with respect to redemption at the option of the Company; or (ii) to the Trustee and the Company at least 60 days prior to the Redemption Date with respect to redemption at the option of a Holder. With respect to redemption at the option of the Company, if less than all the Outstanding Notes having such terms as specified by the Company are to be redeemed, the particular Notes to be redeemed shall be selected by the Trustee not more than 60 days prior to the Redemption Date from the Outstanding Notes having such terms as specified by the Company not previously called for redemption, by such method as the Trustee shall deem fair and appropriate. Any notice by the Trustee of such redemption at the option of the Company shall specify which Notes are to be redeemed. In the event of redemption of this Note in part only, a new Note or Notes in authorized denominations for the unredeemed portion hereof shall be issued in the name of the Holder hereof upon the surrender hereof.

If an Event of Default with respect to the Notes shall occur and be continuing, the principal thereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

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The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of 66-2/3% in aggregate principal amount of the Securities at the time Outstanding of each series affected thereby. The Indenture also contains provisions permitting the Holders of specified

percentages in aggregate principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of each series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Note shall be conclusive and binding upon such Holder and upon future Holders of this Note and of any Note issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof whether or not notation of such consent or waiver is made upon this Note.

Holders of Securities may not enforce their rights pursuant to the Indenture or the Securities except as provided in the Indenture. No reference herein to the Indenture and no provision of this Note or the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this Note at the time, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Note may be registered on the Security Register of the Company, upon surrender of this Note for registration of transfer at the office or agency of the Company in the Borough of Manhattan, The City of New York, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and this Note duly executed by, the Holder hereof or by the attorney duly authorized in writing by such Holder, and thereupon one or more new Notes of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Notes are issuable only in registered form without coupons in denominations of \$100,000 or any amount in excess thereof which is an integral multiple of \$1,000. As provided in the Indenture and subject to certain limitations therein set forth, this Note is exchangeable for a like aggregate principal amount of Notes of different authorized denomination as requested by the Holder surrendering the same.

No service charge will be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to the due presentment of this Note for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Note is registered as the owner hereof for all purposes, whether or not this Note be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

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All capitalized terms used in this Note and not otherwise defined herein or particularized on the face hereof shall have the meanings assigned to them in the Indenture.

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this instrument, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM--as tenants in common

TEN ENT--as tenants by the entireties

JT TEN --as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT-- Custodian

(Cust) (Minor)

Under Uniform Gifts to Minors Act

(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sell(s), assign(s) and transfer(s) unto PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE: _____

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING POSTAL ZIP CODE, OF ASSIGNEE: _____

the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____ Attorney to transfer said Note on the books of the Company, with full power of substitution in the premises.

Date: _____

Note: The signature to this Assignment must correspond with the name as written upon the

face of this Note in every particular without alteration or enlargement.

September 9, 1999

Board of Directors
GATX Capital Corporation
Four Embarcadero Center, Suite 2200
San Francisco, CA 94111

Re: Registration Statement on Form S-3

Gentlemen:

You have requested my opinion in connection with the registration, under a registration statement on Form S-3 (the "Registration Statement") to be filed with the Securities and Exchange Commission, of the sale of \$500 million aggregate principal amount of senior and subordinated debt securities (the "Debt Securities") of GATX Capital Corporation, a Delaware corporation (the "Company"). The Registration Statement, which is a new registration statement, is a combined prospectus filed pursuant to Rule 429 of the Securities Act of 1933, as amended, and also constitutes Post-Effective Amendment No. 1 to Registration Statement No. 333-34879.

I have examined (i) the Distribution Agreement in the form included as Exhibit 1.1 to the Registration Statement (the "Distribution Agreement"), (ii) the Underwriting Agreement in the form included as Exhibit 1.2 to the Registration Statement (the "Underwriting Agreement"), (iii) a copy of the Indenture, dated as of July 31, 1991, between the Company and The Chase Manhattan Bank, as trustee (the "Trustee"), incorporated by reference as Exhibit 4.1 to the Registration Statement, (iv) a copy of the Supplemental Indenture dated as of December 18, 1991, between the Company and the Trustee, incorporated by reference as Exhibit 4.2 to the Registration Statement, (v) a copy of the Second Supplemental Indenture dated as of January 2, 1996 between the Company and the Trustee, incorporated by reference as Exhibit 4.3 to the Registration Statement, (vi) a copy of the Third Supplemental Indenture dated as of October 14, 1997, between the Company and the Trustee, incorporated by reference as Exhibit 4.4 to the Registration Statement, (vii) a copy of the Form of Subordinated Indenture, incorporated by reference as Exhibit 4.5 to the Registration Statement (the "Subordinated Indenture"); (viii) the proposed form of Debt Security and Notes included as Exhibits 4.6, 4.7 and 4.8 to the Registration Statement, and (vi) originals or copies certified or authenticated to my satisfaction of the Company's Restated Certificate of Incorporation, its Bylaws and records of some of its corporate proceedings. In addition, I have made those other examinations of law and fact as I considered necessary to form a basis for the opinions expressed below.

In giving this opinion, I assume (i) that the Indenture dated July 31, 1991 and as amended on December 18, 1991, January 2, 1996 and October 14, 1997 has been duly authorized, executed and delivered by the Trustee and is the legal, valid and binding obligation of the Trustee, (ii) that the Subordinated Indenture will be duly authorized, executed and delivered by the subordinated indenture trustee and will be the legal, valid and binding obligation of the trustee, and (iii) that the Debt Securities to be executed and delivered by the Company will be substantially in the applicable forms filed as exhibits to the Registration Statement. In addition, I have assumed the genuineness of all signatures, the authenticity of documents submitted as originals, the conformity with originals of all documents submitted to me as copies, and the legal capacity of all persons who have executed any of these documents, which facts I have not independently verified.

Based on the foregoing, I am of the opinion that, when duly authorized by the Board of Directors of the Company or a duly authorized committee appointed by them, duly executed and delivered by proper officers of the Company, issued and paid for as provided for in the Registration Statement, a related Pricing Agreement, the Indenture, the Distribution Agreement and the Underwriting Agreement, and duly authenticated by the Trustee under the Indenture or the Subordinated Indenture, the Debt Securities will be legal, valid and binding obligations of the Company enforceable against the Company in accordance with their terms, except as enforceability may be limited by bankruptcy, reorganization, fraudulent conveyance or transfer, insolvency or moratorium and other laws relating to or affecting enforcement of creditors' rights or by general equitable principles (whether considered in a proceeding in equity or at law), and except that the remedy of specific performance and injunctive and other forms of equitable relief are subject to certain equitable defenses and to the discretion of the court before which any proceeding on them may be brought.

The opinions expressed above are limited to the laws of the State of New York, the federal laws of the United States of America and the General Corporation Law of the State of Delaware. My opinions are given only with respect to the laws, and the rules, regulations and orders under them which are currently in effect.

I consent to the filing of this opinion as an exhibit to the Registration Statement and to the reference to my name under the caption "Legal Opinions" in the Prospectus included in the Registration Statement. In giving this consent, I do not admit that I come within the category of persons whose consent is required by the Securities Act of 1933, as amended, or the rules enacted under it.

Very truly yours,

/s/ Thomas C. Nord
Thomas C. Nord
Vice President and General Counsel

GATX Capital Corporation
 Computation of Ratio of Earnings to Fixed Charges
 (in thousands)
 (unaudited)

	Six Months Ended June 30,	Year Ended December 31,				
	1999	1998	1997	1996	1995	1994
<S>	<C>	<C>	<C>	<C>	<C>	<C>
FIXED CHARGES:						
Interest on indebtedness and amortization of debt discount and expense	\$ 55,229	\$110,187	\$ 94,305	\$ 85,836	\$ 68,396	\$ 62,744
Capitalized interest	769	2,064	1,575	3,074	1,601	292
Portion of rents representing interest factor (assumed to approximate 33%)	7,192	13,802	13,169	10,849	6,574	5,122
Total Fixed charges	63,190	126,053	190,049	99,759	76,571	68,158
EARNINGS AVAILABLE FOR FIXED CHARGES:						
Income from continuing operations	39,187	71,981	53,924	45,314	32,604	24,851
Add (deduct):						
Income taxes (benefit)	26,262	51,267	36,366	32,286	22,740	18,785
Equity in net earnings of joint ventures, net of dividends received	3,594	6,159	39,031	8,740	13,522	14,322
Fixed charges (excluding capitalized interest)	62,421	123,989	107,474	96,685	74,970	67,864
Total earnings available for fixed charges	\$131,464	\$253,306	\$236,795	\$183,025	\$143,836	\$125,822
Ratio of earnings to fixed charges	2.08x	2.01x	2.17x	1.83x	1.88x	1.85x

CONSENT OF INDEPENDENT AUDITORS

We consent to the reference to our firm under the caption "Experts" in the Registration Statement on Form S-3 filed with the Securities and Exchange Commission on or about September 9, 1999 and related Prospectus of GATX Capital Corporation for the registration of \$500,000,000 Senior and Subordinated Debt Securities and to the incorporation by reference therein of our report dated January 22, 1999, with respect to the consolidated financial statements of GATX Capital Corporation included in its Annual Report (Form 10-K) for the year ended December 31, 1998 filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

San Francisco, California

September 7, 1999

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

Statement of Eligibility and Qualification Under the
Trust Indenture Act of 1939 of a Corporation
Designated to Act as Trustee

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(B) (2) _____

CHASE MANHATTAN BANK AND TRUST COMPANY,
NATIONAL ASSOCIATION
(Exact name of trustee as specified in its charter)

95-4655078
(I.R.S. Employer Identification No.)

101 California Street, San Francisco, California
(Address of principal executive offices)

94111
(Zip Code)

GATX Capital Corporation
(Exact name of Obligor as specified in its charter)

Delaware
(State or other jurisdiction of incorporation or organization)

94-1661392
(I.R.S. Employer Identification No.)

Four Embarcadero Center
San Francisco, California
(Address of principal executive offices)

94111
(Zip Code)

Medium Term Notes, Series F Due 9 months to 30
years from Date of Issue
(Title of Indenture securities)

Item 1. General Information.

Furnish the following information as to the trustee:

- (a) Name and address of each examining or supervising authority to which

it is subject.

Comptroller of the Currency, Washington, D.C. Board of Governors of the Federal Reserve System, Washington, D.C.

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

Item 2. Affiliations with Obligor.

If the Obligor is an affiliate of the trustee, describe each such affiliation.

None.

Item 16. List of Exhibits.

List below all exhibits filed as part of this statement of eligibility.

- Exhibit 1. Articles of Association of the Trustee as Now in Effect (see Exhibit 1 to Form T-1 filed in connection with Registration Statement No. 333-41329, which is incorporated by reference).
- Exhibit 2. Certificate of Authority of the Trustee to Commence Business (see Exhibit 2 to Form T-1 filed in connection with Registration Statement No. 333-41329, which is incorporated by reference).
- Exhibit 3. Authorization of the Trustee to Exercise Corporate Trust Powers (contained in Exhibit 2).
- Exhibit 4. Existing By-Laws of the Trustee (see Exhibit 4 to Form T-1 filed in connection with Registration Statement No. 333-41329, which is incorporated by reference).
- Exhibit 5. Not Applicable
- Exhibit 6. The consent of the Trustee required by Section 321 (b) of the Act (see Exhibit 6 to Form T-1 filed in connection with Registration Statement No. 333-41329, which is incorporated by reference).
- Exhibit 7. A copy of the latest report of condition of the Trustee, published pursuant to law or the requirements of its supervising or examining authority.
- Exhibit 8. Not Applicable
- Exhibit 9. Not Applicable

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, the Trustee, Chase Manhattan Bank and Trust Company, National Association, has duly caused this statement of eligibility and qualification to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of San Francisco, and State of California, on the 9th day of September 1999.

CHASE MANHATTAN BANK AND TRUST
COMPANY, NATIONAL ASSOCIATION

By /s/ Mitch Gardner

Exhibit 7. Report of Condition of the Trustee.

Consolidated Report of Condition of Chase Manhattan Bank and Trust Company, N.A.

(Legal Title)

Located at 1800 Century Park East, Ste. 400 Los Angeles, CA 94111

(Street) (City) (State) (Zip)

as of close of business on June 30, 1999

<TABLE>
<S> <C> <C>

ASSETS DOLLAR AMOUNTS IN THOUSANDS

1.	Cash and balances due from		
	a. Noninterest-bearing balances and currency and coin (1,2)		1,910
	b. Interest bearing balances (3)		0
2.	Securities		
	a. Held-to-maturity securities (from Schedule RC-B, column A)		0
	b. Available-for-sale securities (from Schedule RC-B, column D)		1,266
3.	Federal Funds sold (4) and securities purchased agreements to resell		60,200
4.	Loans and lease financing receivables:		
	a. Loans and leases, net of unearned income (from Schedule RC-C)	50	
	b. LESS: Allowance for loan and lease losses	0	
	c. LESS: Allocated transfer risk reserve	0	
	d. Loans and leases, net of unearned income, allowance, and reserve (item 4.a minus 4.b and 4.c)		50
5.	Trading assets		0
6.	Premises and fixed assets (including capitalized leases)		233
7.	Other real estate owned (from Schedule RC-M)		0
8.	Investments in unconsolidated subsidiaries and associated companies (from Schedule RC-M)		0
9.	Customers liability to this bank on acceptances outstanding		0
10.	Intangible assets (from Schedule RC-M)		1,203
11.	Other assets (from Schedule RC-F)		2,064
12a.	TOTAL ASSETS		66,926

</TABLE>

- (1) includes cash items in process of collection and unposted debits.
(2) The amount reported in this item must be greater than or equal to the sum of Schedule RC-M, items 3.a and 3.b
(3) includes time certificates of deposit not held for trading.
(4) Report "term federal funds sold" in Schedule RC, item 4.a "Loans and leases, net of unearned income" and in Schedule RC-C, part 1.

<TABLE>
<S> <C> <C>

LIABILITIES

13.	Deposits:		
	a. In domestic offices (sum of totals of columns A and C from		

Schedule RC-E)

37,379

	(1) Noninterest-bearing	5,680	
	(2) Interest-bearing	31,699	
b.	In foreign offices, Edge and Agreement subsidiaries, and IBF'		
	(1) Noninterest-bearing		
	(2) Interest-bearing		
14.	Federal funds purchased (2) and securities sold under agreements to repurchase		0
15.	a. Demand notes issued to the U.S. Treasury		0
	b. Trading liabilities		0
16.	Other borrowed money (includes mortgage indebtedness and obligations under capitalized leases):		
	a. With a remaining maturity of one year or less		0
	b. With a remaining maturity of more than one year through three years		0
	c. With a remaining maturity of more than three years		0
17.	Not applicable		
18.	Bank's liability on acceptances executed and outstanding		0
19.	Subordinated notes and Debentures (3)		0
20.	Other liabilities (from Schedule RC-G)		4,218
21.	Total liabilities (sum of items 13 through 20)		41,597
22.	Not applicable		

EQUITY CAPITAL

23.	Perpetual preferred stock and related surplus		0
24.	Common stock--		600
25.	Surplus (exclude all surplus related to preferred stock)		12,590
26.	a. Undivided profits and capital reserves		12,139
	b. Net unrealized holding gains (losses) on available-for-sale securities		0
27.	Cumulative foreign currency translation adjustments		
28.	a. Total equity capital (sum of items 23 through 27)		25,329
29.	Total liabilities, equity capital, and losses deferred pursuant to 12 U.S.C. 1823 (j) (sum of items 21 and 28.c)		66,926

</TABLE>

Memorandum

To be reported only with the March Report of Condition

1. Indicate in the box at the right the number of the statement below that best describes The most comprehensive level of auditing work performed for the bank by independent external auditors as of any date during 1998