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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)
ROBERT W. ALVORD (2011)

January 2, 2015

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Lease and Indenture Termination (GATC Trust No. 95-1D), dated as of January 2, 2015, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Equipment Lease Agreement (GATC Trust No. 95-1D), and the Trust Indenture and Security Agreement (GATC Trust No. 95-1D), as amended, previously filed with the Commission under Recordation Numbers 19535 and 19535-A, respectively.

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

| | |
|---------------------------|---|
| Owner Trustee/ Lessor: | U. S. Bank National Association (successor to State Street Bank and Trust Company) 225 Franklin Street Boston, MA 02101 |
| Indenture Trustee: | The Bank of New York Mellon Trust Company, N.A. (successor in interest to First National Bank of Chicago) One First National Plaza Chicago, IL 60670 |
| Lessee: | GATX Corporation 222 West Adams Street, Suite 500 Chicago, IL 60606 |

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

All railroad equipment covered by the Equipment Lease Agreement (GATC Trust No. 95-1D), and the Trust Indenture and Security Agreement (GATC Trust No. 95-1D), filed under Rec. Nos. 19535 and 19535-A, respectively, is hereby RELEASED and TERMINATED, including but not limited to GATX 067538, GATX 067539, and cars within the series GATX 089015 – GATX 089884 as more particularly set forth on the attachment to the document.

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

Memorandum of Lease and Indenture Termination (GATC Trust No. 95-1D).

Also enclosed is a check in the amount of \$43.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

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

Very truly yours,


for

Edward M. Luria

EML/cem
Enclosures

MEMORANDUM OF LEASE AND INDENTURE TERMINATION, dated as of January 2, 2015, by and among **GATX CORPORATION**, a New York corporation (“**Lessee**”), **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, not in its individual capacity, but solely as Owner Trustee (the “**Owner Trustee**”) under the Trust Agreement, dated as of July 14, 1995 (the “**Trust Agreement**”) and **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, a national banking association (as successor-in-interest to The First National Bank of Chicago), as indenture trustee (the “**Indenture Trustee**”) and together with Lessee and the Owner Trustee, the “**Parties**”). Capitalized terms used herein which are not defined herein shall have their respective meanings ascribed thereto as set forth in the Indenture (defined below).

WHEREAS, Owner Trustee, as lessor, and Lessee, as lessee, entered into that certain (i) Equipment Lease Agreement (GATC Trust No. 95-1D), dated as of July 14, 1995 (as modified, amended and/or supplemented from time to time, the “**Lease**”) and that certain Lease Supplement No. 1 (GATC Trust No. 95-1D), dated July 20, 1995, memoranda of which were recorded with the Surface Transportation Board (the “**STB**”) on July 20, 1995 at 11:00 a.m. under Recordation Nos. 19535 and 19535-B, respectively, and deposited in the office of the Registrar General of Canada (the “**RGC**”) pursuant to § 105 of the Canada Transportation Act on July 20, 1995 as Document Key 5717 and 5716, covering certain units of equipment as specified therein, and as amended by that certain (ii) Amendment No. 1 to Equipment Lease Agreement (GATC Trust No. 95-1D), dated as of January 2, 2008, memorandum of which was recorded with the STB on December 27, 2007 at 8:00 a.m. under Recordation No. 19535-F and deposited in the office of the RGC on December 27, 2007 as Document Key 19045, covering, *inter alia*, the railroad equipment listed in Schedule A hereto, bearing the equipment numbers shown in said Schedule A, and all additions and alterations thereof, replacements thereof and substitutions therefor (the “**Equipment**”);

WHEREAS, Owner Trustee and Indenture Trustee entered into that certain (i) Trust Indenture and Security Agreement (GATC Trust No. 95-1D) dated as of July 14, 1995 (as modified, amended and/or supplemented from time to time, the “**Indenture**”) and that certain Trust Indenture Supplement No. 1 (GATC Trust No. 95-1D), dated July 20, 1995, memoranda of which were recorded with the STB on July 20, 1995 at 11:00 a.m. under Recordation Nos. 19535-A and 19535-C, respectively, and deposited in the office of the RGC on July 20, 1995 as Document Key 5711 and 5714, covering certain units of equipment as specified therein, and as amended by that certain (ii) Amendment No. 1 to Trust Indenture and Security Agreement (GATC Trust No. 95-1D), dated as of January 2, 2008, memorandum of which was recorded with the STB on December 27, 2007 at 8:00 a.m. under Recordation No. 19535-G and deposited in the office of the RGC on December 27, 2007 as Document Key 19046;

WHEREAS, Owner Trustee and Indenture Trustee entered into that certain (i) Bill of Sale and Partial Release dated January 4, 2006, recorded with the STB on August 28, 2007 at 1:51 p.m. under Recordation No. 19535-E and deposited in the office of the RGC on August 28, 2007 as Document Key 18731, (ii) Bill of Sale and Partial Release dated July 15, 2010, recorded with the STB on August 11, 2010 at 2:00 p.m. under Recordation No. 19535-H and deposited in the office of the RGC on August 11, 2010 as Document Key 21046, and (iii) Bill of Sale and Partial Release dated January 4, 2013, recorded with the STB on April 30, 2013 at 1:15 p.m.

[Memorandum of Lease and Indenture Termination (GATC TRUST NO. 95-1D)]

under Recordation No. 19535-I and deposited in the office of the RGC on April 30, 2013 as Document Key 22425;

WHEREAS, GATX Corporation is purchasing the Equipment from Owner Trustee, and in connection therewith, (i) the lien of the Indenture and all rights of the Indenture Trustee thereunder are released and discharged, and the Indenture is terminated and (ii) the Equipment (and any other equipment subject to the Lease) is released from the Lease and the Lease is terminated;

WHEREAS, the Parties wish to show for the public record the existence of the aforesaid sale and assignment of the Equipment and the termination of the Lease and the Indenture.

NOW, THEREFORE, to accomplish the foregoing, the Parties are filing this Memorandum of Lease and Indenture Termination with the STB pursuant to 49 USC section 11301(a) and with the office of the Registrar General of Canada pursuant to § 105 of the Canada Transportation Act.

It is expressly understood that U.S. Bank National Association is executing and delivering this Memorandum of Lease and Indenture Termination solely as Owner Trustee and not in its individual capacity and in no case whatsoever shall U.S. Bank National Association be liable in its individual capacity for any statements, representations, warranties, agreements or obligations of Owner Trustee hereunder or for any loss in respect thereof, any such statements, representations, warranties, agreements or obligations being made solely by Owner Trustee for the purpose of binding only the Trust Estate, and any recourse in respect of any such statements, representations, warranties, agreements or obligations of Owner Trustee shall be had solely with respect to the Trust Estate.

[Memorandum of Lease and Indenture Termination (GATC TRUST NO. 95-1D)]

This Memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

**U.S. BANK NATIONAL
ASSOCIATION,**
not in its individual capacity, but solely as
Owner Trustee

By: 

Name: Alison D. Hedeau
Title: Vice President

[Memorandum of Lease and Indenture Termination (GATC TRUST NO. 95-1D)]

This Memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

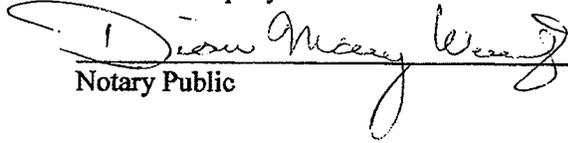
**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,**
not in its individual capacity, but solely as
Indenture Trustee

By: 
Name: D. G. DONOVAN
Title: VICE PRESIDENT

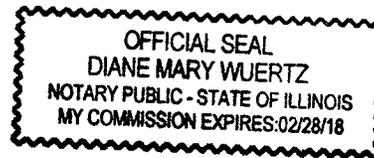
[Memorandum of Lease and Indenture Termination (GATC TRUST NO. 95-1D)]

STATE OF ILLINOIS)
) SS.:
COUNTY OF COOK)

On this 17th day of December, 2014, before me personally appeared D. G. DONOVAN, to me personally known, who, by me being duly sworn, says that he/she is Vice President of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., and that the foregoing instrument was signed on behalf of said company, by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said company.


Notary Public

My commission expires



[Memorandum of Lease and Indenture Termination (GATC TRUST NO. 95-1D)]

This Memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

GATX CORPORATION,
as Lessee

By: _____



Name: Eric D. Harkness

Title: Vice President, Treasurer and
Chief Risk Officer

[Memorandum of Lease and Indenture Termination (GATC TRUST NO. 95-1D)]

STATE OF ILLINOIS)
) SS.:
COUNTY OF COOK)

On this 11th day of December, 2014, before me personally appeared Eric D. Harkness, to me personally known, who, by me being duly sworn, says that he/she is VP, Treasurer & CEO of GATX CORPORATION, and that the foregoing instrument was signed on behalf of said company, by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

Patricia Lodge
Notary Public Patricia Lodge

My commission expires
02-01-15



**DESCRIPTION OF UNITS
(GATC TRUST NO. 95-1D)**

| Equipment Numbers | | |
|-------------------|------------|------------|
| GATX067538 | GATX089649 | GATX089688 |
| GATX067539 | GATX089650 | GATX089689 |
| GATX089015 | GATX089651 | GATX089690 |
| GATX089016 | GATX089652 | GATX089692 |
| GATX089017 | GATX089653 | GATX089693 |
| GATX089018 | GATX089654 | GATX089694 |
| GATX089591 | GATX089655 | GATX089695 |
| GATX089592 | GATX089656 | GATX089696 |
| GATX089593 | GATX089657 | GATX089697 |
| GATX089594 | GATX089658 | GATX089698 |
| GATX089595 | GATX089659 | GATX089699 |
| GATX089596 | GATX089660 | GATX089700 |
| GATX089597 | GATX089661 | GATX089701 |
| GATX089598 | GATX089662 | GATX089702 |
| GATX089599 | GATX089663 | GATX089703 |
| GATX089600 | GATX089664 | GATX089704 |
| GATX089626 | GATX089665 | GATX089705 |
| GATX089627 | GATX089666 | GATX089707 |
| GATX089628 | GATX089667 | GATX089709 |
| GATX089629 | GATX089668 | GATX089710 |
| GATX089631 | GATX089669 | GATX089712 |
| GATX089632 | GATX089670 | GATX089714 |
| GATX089633 | GATX089671 | GATX089717 |
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| GATX089638 | GATX089676 | GATX089750 |
| GATX089639 | GATX089677 | GATX089751 |
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| | GATX089687 | GATX089761 |

[Memorandum of Lease and Indenture Termination (GATC TRUST NO. 95-1D)]

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CERTIFICATION

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 1/2/15

Edward M Luria
Edward M. Luria