

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.
20036
—
(202) 393-2266
FAX (202) 393-2156
E-MAIL alvordlaw@aol.com

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. 95-1C), 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. 95-1C), and the Trust Indenture and Security Agreement (GATC Trust No. 95-1C), as amended, previously filed with the Commission under Recordation Numbers 19534 and 19534-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. 95-1C), and the Trust Indenture and Security Agreement (GATC Trust No. 95-1C), filed under Rec. Nos. 19534 and 19534-A, respectively, is hereby RELEASED and TERMINATED, including but not limited to cars within the series GATX 026271 – GATX 026276 and GATX 089019 – GATX 089590 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. 95-1C).

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. 95-1C), 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. 95-1C), 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. 19534 and 19534-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 5721 and 5720, covering certain units of equipment as specified therein, (ii) Lease Supplement No. 2 (GATC Trust No. 95-1C) dated as of August 8, 2003, which was recorded with the STB on September 10, 2003 at 11:55 a.m. under Recordation No. 19534-E and deposited in the office of the RGC on September 10, 2003 as Document Key 18704, (iii) Lease Supplement No. 3 (GATC Trust No. 95-1C) dated as of April 29, 2004, which was recorded with the STB on June 3, 2004 at 2:21 p.m. under Recordation No. 19534-H and deposited in the office of the RGC on June 23, 2004 as Document Key 15498, (iv) Lease Supplement No. 4 (GATC Trust No. 95-1C) dated as of November 8, 2004, which was recorded with the STB on December 10, 2004 at 3:36 p.m. under Recordation No. 19534-L and deposited in the office of the RGC on December 10, 2004 as Document Key 16318, and as amended by that certain (v) Amendment No. 1 to Equipment Lease Agreement (GATC Trust No. 95-1C), 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. 19534-Q and deposited in the office of the RGC on December 27, 2007 as Document Key 19043, 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. 95-1C) 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. 95-1C), dated July 20, 1995, memoranda of which were recorded with the STB on July 20, 1995 at 11:00 a.m. under Recordation Nos. 19534-A and 19534-C, respectively, and deposited in the office of the RGC on July 20, 1995 as Document Key 5719 and 5718, covering certain units of equipment as specified therein, (ii) Trust Indenture Supplement No. 2 (GATC Trust No. 95-1C), dated August 8, 2003, which was recorded with the STB on September 10, 2003 at 12:00 p.m. under Recordation No. 19534-F and deposited in the office of the RGC on September 10, 2003, (iii) Trust Indenture Supplement

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

No. 3 (GATC Trust No. 95-1C), dated April 30, 2004, which was recorded with the STB on June 3, 2004 at 2:31 p.m. under Recordation No. 19534-I and deposited in the office of the RGC on June 23, 2004 as Document Key 18705, (iv) Trust Indenture Supplement No. 4 (GATC Trust No. 95-1C), dated November 8, 2004, which was recorded with the STB on December 10, 2004 at 3:41 p.m. under Recordation No. 19534-M and deposited in the office of the RGC on December 10, 2004 as Document Key 16319, and as amended by that certain (v) Amendment No. 1 to Trust Indenture and Security Agreement (GATC Trust No. 95-1C), 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. 19534-R and deposited in the office of the RGC on December 27, 2007 as Document Key 19044;

WHEREAS, Owner Trustee and Indenture Trustee entered into that certain (i) Bill of Sale and Partial Release dated January 16, 2003, recorded with the STB on March 4, 2003 at 10:44 a.m. under Recordation No. 19534-D and deposited in the office of the RGC on March 4, 2003 as Document Key 14577, (ii) Bill of Sale and Partial Release dated August 8, 2003, recorded with the STB on September 10, 2003 at 12:05 p.m. under Recordation No. 19534-G and deposited in the office of the RGC on September 10, 2003 as Document Key 18706, (iii) Bill of Sale and Partial Release dated April 30, 2004, recorded with the STB on June 3, 2004 at 2:39 p.m. under Recordation No. 19534-J and deposited in the office of the RGC on June 3, 2004 as Document Key 15500, (iv) Bill of Sale and Partial Release dated November 8, 2004, recorded with the STB on December 10, 2004 at 3:44 p.m. under Recordation No. 19534-N and deposited in the office of the RGC on December 10, 2004 as Document Key 16320, (v) Bill of Sale and Partial Release dated July 6, 2006, recorded with the STB on August 28, 2007 at 1:49 p.m. under Recordation No. 19534-O and deposited in the office of the RGC on August 28, 2007 as Document Key 18729, (vi) Bill of Sale and Partial Release dated January 10, 2007, recorded with the STB on August 28, 2007 at 1:49 p.m. under Recordation No. 19534-P and deposited in the office of the RGC on August 28, 2007 as Document Key 18730, (vii) Bill of Sale and Partial Release dated January 5, 2010, recorded with the STB on May 4, 2010 at 11:00 a.m. under Recordation No. 19534-S and deposited in the office of the RGC on May 7, 2010 as Document Key 20852, and (viii) Bill of Sale and Partial Release dated January 4, 2013, recorded with the STB on April 30, 2013 at 1:15 p.m. under Recordation No. 19534-T and deposited in the office of the RGC on April 30, 2013 as Document Key 22424;

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.

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

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. 95-1C)]

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

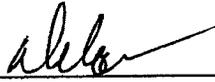
**U.S. BANK NATIONAL
ASSOCIATION,**
not in its individual capacity, but solely as
Owner Trustee

By: 
Name: Alison B. Neenan
Title: Vice President

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

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

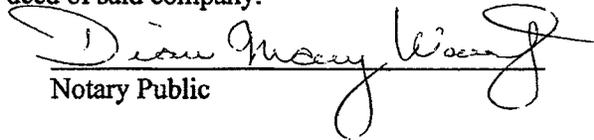
**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,**
not in its individual capacity, but solely as
Indenture Trustee

By: 

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

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

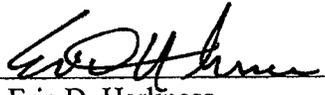


[Memorandum of Lease and Indenture Termination (GATC TRUST NO. 95-1C)]

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. 95-1C)]

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 & CRD 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. 95-1C)**

Equipment Numbers		
GATX026271	GATX089220	GATX089259
GATX026272	GATX089221	GATX089260
GATX026276	GATX089222	GATX089261
GATX072215	GATX089223	GATX089262
GATX089019	GATX089224	GATX089263
GATX089020	GATX089225	GATX089264
GATX089021	GATX089226	GATX089265
GATX089023	GATX089227	GATX089266
GATX089189	GATX089228	GATX089267
GATX089190	GATX089229	GATX089268
GATX089191	GATX089230	GATX089269
GATX089192	GATX089231	GATX089270
GATX089193	GATX089232	GATX089271
GATX089194	GATX089233	GATX089272
GATX089195	GATX089234	GATX089273
GATX089196	GATX089235	GATX089274
GATX089197	GATX089236	GATX089275
GATX089198	GATX089237	GATX089276
GATX089199	GATX089238	GATX089277
GATX089200	GATX089239	GATX089278
GATX089201	GATX089240	GATX089279
GATX089202	GATX089241	GATX089280
GATX089203	GATX089242	GATX089281
GATX089204	GATX089243	GATX089282
GATX089205	GATX089244	GATX089283
GATX089206	GATX089245	GATX089284
GATX089207	GATX089246	GATX089285
GATX089208	GATX089247	GATX089286
GATX089209	GATX089248	GATX089287
GATX089210	GATX089249	GATX089288
GATX089211	GATX089250	GATX089289
GATX089212	GATX089251	GATX089290
GATX089213	GATX089252	GATX089291
GATX089214	GATX089253	GATX089293
GATX089215	GATX089254	GATX089294
GATX089216	GATX089255	GATX089295
GATX089217	GATX089256	GATX089296
GATX089218	GATX089257	GATX089298
	GATX089258	GATX089299

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

GATX089300
GATX089301
GATX089302
GATX089303
GATX089304
GATX089305
GATX089306
GATX089307
GATX089308
GATX089309
GATX089310
GATX089311
GATX089312
GATX089313
GATX089314
GATX089315
GATX089316
GATX089317
GATX089318
GATX089319
GATX089320
GATX089321
GATX089322
GATX089323
GATX089324
GATX089325
GATX089326
GATX089327
GATX089328
GATX089329
GATX089330
GATX089331
GATX089332
GATX089333
GATX089334
GATX089335
GATX089336
GATX089337
GATX089338
GATX089339
GATX089340
GATX089341
GATX089342
GATX089343
GATX089344

GATX089345
GATX089346
GATX089347
GATX089348
GATX089349
GATX089350
GATX089351
GATX089353
GATX089354
GATX089355
GATX089356
GATX089357
GATX089358
GATX089359
GATX089360
GATX089361
GATX089363
GATX089364
GATX089366
GATX089367
GATX089368
GATX089369
GATX089370
GATX089371
GATX089373
GATX089374
GATX089375
GATX089376
GATX089377
GATX089378
GATX089380
GATX089381
GATX089382
GATX089383
GATX089384
GATX089385
GATX089386
GATX089387
GATX089388
GATX089389
GATX089390
GATX089391
GATX089392
GATX089393
GATX089394

GATX089395
GATX089396
GATX089397
GATX089398
GATX089399
GATX089400
GATX089416
GATX089417
GATX089418
GATX089419
GATX089420
GATX089421
GATX089422
GATX089423
GATX089424
GATX089425
GATX089426
GATX089427
GATX089428
GATX089429
GATX089430
GATX089431
GATX089432
GATX089433
GATX089434
GATX089435
GATX089436
GATX089437
GATX089438
GATX089439
GATX089440
GATX089441
GATX089442
GATX089443
GATX089445
GATX089446
GATX089447
GATX089448
GATX089449
GATX089450
GATX089451
GATX089452
GATX089453
GATX089454
GATX089455

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

GATX089456
GATX089457
GATX089458
GATX089459
GATX089460
GATX089461
GATX089462
GATX089463
GATX089465
GATX089466
GATX089467
GATX089468
GATX089469
GATX089470
GATX089471
GATX089472
GATX089473
GATX089474
GATX089475
GATX089476
GATX089477
GATX089478
GATX089479
GATX089480
GATX089481
GATX089482
GATX089483
GATX089484
GATX089485
GATX089486
GATX089487
GATX089488
GATX089489
GATX089490

GATX089491
GATX089492
GATX089493
GATX089494
GATX089495
GATX089496
GATX089497
GATX089498
GATX089499
GATX089500
GATX089536
GATX089537
GATX089538
GATX089539
GATX089540
GATX089541
GATX089542
GATX089543
GATX089544
GATX089545
GATX089546
GATX089547
GATX089548
GATX089549
GATX089550
GATX089551
GATX089552
GATX089553
GATX089554
GATX089555
GATX089556
GATX089557
GATX089558
GATX089559

GATX089560
GATX089561
GATX089562
GATX089563
GATX089564
GATX089565
GATX089566
GATX089567
GATX089568
GATX089569
GATX089570
GATX089571
GATX089572
GATX089573
GATX089574
GATX089575
GATX089576
GATX089577
GATX089578
GATX089579
GATX089580
GATX089581
GATX089582
GATX089583
GATX089584
GATX089585
GATX089586
GATX089587
GATX089588
GATX089589
GATX089590

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