

RECORDATION NO 25513-Y FILED  
November 25, 2013 02:30 PM  
SURFACE TRANSPORTATION BOARD

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

November 25, 2013

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

Re: GATX Trust No. 2005-1B

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Partial Cancellation of Lease (GATX Trust No. 2005-1B), dated as of November 25, 2013, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed under Recordation Number 25513 and 25513-A.

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

Lessor:	Wells Fargo Bank Northwest, National Association 299 South Main Street, 12 <sup>th</sup> Floor Salt Lake City, UT 84111
Lessee:	GATX Corporation (successor by merger to GATX Financial Corporation) 500 West Monroe Street Chicago, IL 60661

Section Chief  
November 25, 2013  
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A description of the railroad equipment covered by the enclosed document is:

23 railcars: GATX 032983 – GATX 032990, GATX 200880 and within the series GATX 200269 – GATX 200396 as more particularly set forth in the attachment to the document.

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

Partial Cancellation of Lease (GATX Trust No. 2005-1B).

Also enclosed is a check in the amount of \$44.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

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

Very truly yours,

A handwritten signature in black ink, appearing to read 'E. Luria', with a stylized flourish at the end.

Edward M. Luria

EMU/sem  
Enclosures

**PARTIAL CANCELLATION OF LEASE**  
**(GATX TRUST NO. 2005-1B)**

**THIS PARTIAL CANCELLATION OF LEASE** (“**Cancellation**”) dated November 25, 2013 is between **WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION**, not in its individual capacity, but solely as owner trustee (the “**Lessor**”) and **GATX CORPORATION** (as successor by merger to GATX Financial Corporation) (the “**Lessee**”) and together with the Lessor, the “**Parties**”). Capitalized terms used in this Cancellation and not otherwise defined herein shall have the meanings (by cross-reference or otherwise) in the Lease (as defined below).

**WHEREAS**, the Lessor and the Lessee are parties to that certain Equipment Lease Agreement (GATX Trust No. 2005-1B) dated as of March 23, 2005, as supplemented by Lease Supplement No. 1 to Equipment Lease Agreement (GATX Trust No. 2005-1B) dated as of March 23, 2005 (“**Lease Supplement No. 1**”) (as further amended, modified and supplemented from time to time, the “**Lease**”);

**WHEREAS**, the Memorandum of Lease and Lease Supplement No. 1 were recorded with the Surface Transportation Board (the “**STB**”) on March 23, 2005 at 11:29 a.m. and 11:32 a.m. and assigned recordation numbers 25513 and 25513-A, respectively;

**WHEREAS**, the Memorandum of Lease and Lease Supplement No. 1 were recorded with the Registrar General of Canada (the “**RGC**”) on March 23, 2005; and

**WHEREAS**, the Parties now desire to cancel the Lease with respect to the Equipment listed on Exhibit I hereto (the “**Relevant Units**”).

**NOW THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. The Lease with respect to the Relevant Units has been cancelled effective as of the date of this Cancellation (the “**Effective Date**”) in accordance with the terms and conditions of the Lease, and the Parties hereby agree that no rights, duties or liabilities under the Lease in relation to the respective interests therein of the Parties with respect to the Relevant Units shall survive such cancellation, except with respect to indemnities, liabilities and obligations under the Lease occurring on or prior to the Effective Date which expressly survive the termination of the Lease.

2. The Parties agree to file this Cancellation with the STB and the RGC so as to release any interest created by or arising out of the Lease with respect to the Relevant Units.

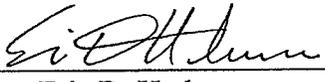
3. This Cancellation may be executed in any number of counterparts, each executed counterpart constituting an original but all together constituting only one and the same agreement.

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

\* \* \*

**IN WITNESS WHEREOF**, the Parties have each caused this Cancellation to be duly executed and delivered as of the date first above written.

**GATX CORPORATION**, as Lessee

By:   
Name: Eric D. Harkness  
Title: Vice President, Treasurer and  
Chief Risk Officer

**WELLS FARGO BANK NORTHWEST,  
NATIONAL ASSOCIATION**, not in its  
individual capacity, but solely as owner  
trustee, as Lessor

By: \_\_\_\_\_  
Name:  
Title:

STATE OF ILLINOIS            )  
                                          )  
COUNTY OF COOK            )        SS:

On this, the 25<sup>th</sup> day of November, 2013, before me, a Notary Public in and for said County and State, personally appeared Eric D. Harkness, who being by me duly sworn, says that he is the Vice President, Treasurer and Chief Risk Officer of GATX CORPORATION (the "Company"), that said instrument was signed on November 25, 2013 on behalf of the Company, and he acknowledged that the execution of the foregoing instrument was the free act and deed of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



Lisa M. Ibarra  
Name: Lisa M. Ibarra  
Notary Public  
My Commission Expires:  
Residing in Cook County, IL

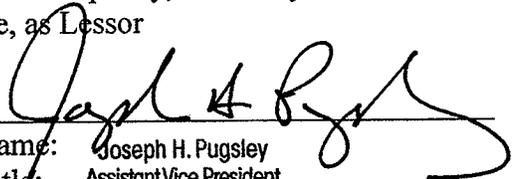
(SEAL)

IN WITNESS WHEREOF, the Parties have each caused this Cancellation to be duly executed and delivered as of the date first above written.

**GATX CORPORATION**, as Lessee

By: \_\_\_\_\_  
Name: Eric D. Harkness  
Title: Vice President, Treasurer and  
Chief Risk Officer

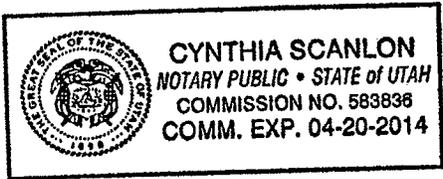
**WELLS FARGO BANK NORTHWEST,  
NATIONAL ASSOCIATION**, not in its  
individual capacity, but solely as owner  
trustee, as Lessor

By:  \_\_\_\_\_  
Name: Joseph H. Pugsley  
Title: Assistant Vice President

STATE OF UTAH )  
 )  
COUNTY OF SALT LAKE ) SS:

On this, the 27<sup>th</sup> day of November, 2013, before me, a Notary Public in and for said County and State, personally appeared Joseph H. Pugsley, who being by me duly sworn, says that (s)he is the Asst. Vice President of WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION (the "Company"), that said instrument was signed on November 25, 2013 on behalf of the Company, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



Cynthia Scanlon  
Name: Cynthia Scanlon  
Notary Public  
My Commission Expires: 04/20/2014  
Residing in Salt Lake County, UT

(SEAL)

**EXHIBIT I TO  
PARTIAL CANCELLATION OF LEASE  
RELEVANT UNITS**

	Car Operating Number	Built Year
1	GATX032983	2003
2	GATX032984	2003
3	GATX032985	2003
4	GATX032986	2003
5	GATX032987	2003
6	GATX032988	2003
7	GATX032989	2003
8	GATX032990	2003
9	GATX200396	2004
10	GATX200269	2003
11	GATX200270	2003
12	GATX200297	2003
13	GATX200299	2003
14	GATX200309	2003
15	GATX200311	2003
16	GATX200315	2003
17	GATX200320	2003
18	GATX200326	2003
19	GATX200332	2003
20	GATX200333	2003
21	GATX200334	2003
22	GATX200336	2003
23	GATX200880	2004

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: 4/25/13

Edward M Luria  
Edward M. Luria