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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)
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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. 95-1B), 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. 95-1B), and the Trust Indenture and Security Agreement (GATC Trust No. 95-1B), as amended, previously filed with the Commission under Recordation Numbers 19533 and 19533-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

Section Chief
January 2, 2015
Page 2

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

All railroad equipment covered by the Equipment Lease Agreement (GATC Trust No. 95-1B), and the Trust Indenture and Security Agreement (GATC Trust No. 95-1B), filed under Rec. Nos. 19533 and 19533-A, respectively, is hereby RELEASED and TERMINATED, including but not limited to GATX 026274 and cars within the series GATX 067531 – GATX 089014 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. 95-1B).

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. 95-1B), 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. 95-1B), 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. 19533 and 19533-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 5575 and 5724, covering certain units of equipment as specified therein, (ii) Lease Supplement No. 2 (GATC Trust No. 95-1B) dated as of December 9, 1996, which was recorded with the STB on March 19, 1997 at 3:25 p.m. under Recordation No. 19533-D and deposited in the office of the RGC on March 19, 1997 as Document Key 10232, (iii) Lease Supplement No. 3 (GATC Trust No. 95-1B) dated as of April 29, 2004, which was recorded with the STB on June 3, 2004 at 1:49 p.m. under Recordation No. 19533-G and deposited in the office of the RGC on June 23, 2004 as Document Key 15501, and as amended by that certain (iv) Amendment No. 1 to Equipment Lease Agreement (GATC Trust No. 95-1B), 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. 19533-K and deposited in the office of the RGC on December 27, 2007 as Document Key 19041, 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. 95-1B) 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. 95-1B), dated July 20, 1995, memoranda of which were recorded with the STB on July 20, 1995 at 11:00 a.m. under Recordation Nos. 19533-A and 19533-C, respectively, and deposited in the office of the RGC on July 20, 1995 as Document Key 5723 and 5722, covering certain units of equipment as specified therein, (ii) Trust Indenture Supplement No. 2 (GATC Trust No. 95-1B), dated December 9, 1996, which was recorded with the STB on March 19, 1997 at 3:25 p.m. under Recordation No. 19533-E and deposited in the office of the RGC on March 19, 1997, (iii) Trust Indenture Supplement No. 3 (GATC Trust No. 95-1B), dated April 30, 2004, which was recorded with the STB on June 3, 2004 at 2:02 p.m. under Recordation No. 19533-H and deposited in the office of the RGC on June 23, 2004 as Document Key 15505, and as amended by that certain (iv) Amendment No. 1 to

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

Trust Indenture and Security Agreement (GATC Trust No. 95-1B), 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. 19533-L and deposited in the office of the RGC on December 27, 2007 as Document Key 19042;

WHEREAS, Owner Trustee and Indenture Trustee entered into that certain (i) Bill of Sale and Partial Release dated December 13, 1996, recorded with the STB on March 19, 1997 at 3:25 p.m. under Recordation No. 19533-F and deposited in the office of the RGC on March 19, 1997 as Document Key 10254, (ii) Bill of Sale and Partial Release dated April 30, 2004, recorded with the STB on June 3, 2004 at 2:17 p.m. under Recordation No. 19533-I and deposited in the office of the RGC on June 3, 2004 as Document Key 15506, (iii) Bill of Sale and Partial Release dated July 5, 2005, recorded with the STB on August 28, 2007 at 1:46 p.m. under Recordation No. 19533-J and deposited in the office of the RGC on August 29, 2007 as Document Key 18728, (iv) Bill of Sale and Partial Release dated January 3, 2008, recorded with the STB on February 14, 2008 at 3:38 p.m. under Recordation No. 19533-M and deposited in the office of the RGC on March 5, 2008 as Document Key 19173, and (v) 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. 19533-N and deposited in the office of the RGC on May 7, 2010 as Document Key 20851;

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. 95-1B)]

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.B. Madeau
Title: Vice President

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

STATE OF MASSACHUSETTS)
) SS.:
COUNTY OF SUFFOLK)

On this 23rd day of December, 2014, before me personally appeared Alison D.B. Hedeau, to me personally known, who, by me being duly sworn, says that he/she is Vice President of U.S. BANK NATIONAL ASSOCIATION, 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.

Jessica Perez
Notary Public

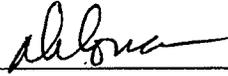
My commission expires
8-20-2021



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

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. 95-1B)]

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. 95-1B)]

STATE OF ILLINOIS)

) SS.:

COUNTY OF COOK)

On this 11 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 & CFO 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

My commission expires

02-01-15



Schedule A to
Memorandum of Lease and Indenture Termination

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

Equipment Numbers		
GATX026273	GATX068596	GATX069470
GATX067351	GATX068597	GATX069471
GATX067561	GATX068598	GATX069472
GATX068453	GATX068599	GATX069473
GATX068454	GATX068600	GATX069474
GATX068540	GATX068601	GATX069475
GATX068563	GATX068602	GATX069476
GATX068564	GATX068603	GATX069477
GATX068565	GATX068604	GATX069478
GATX068566	GATX068605	GATX069479
GATX068567	GATX068606	GATX069480
GATX068568	GATX068607	GATX069481
GATX068569	GATX068608	GATX069482
GATX068570	GATX068609	GATX069483
GATX068571	GATX068610	GATX069484
GATX068572	GATX068611	GATX069485
GATX068573	GATX068612	GATX069486
GATX068574	GATX068613	GATX069487
GATX068575	GATX068614	GATX069488
GATX068576	GATX068615	GATX069489
GATX068577	GATX069451	GATX069490
GATX068578	GATX069452	GATX069491
GATX068579	GATX069453	GATX069492
GATX068580	GATX069454	GATX069493
GATX068581	GATX069455	GATX069494
GATX068582	GATX069456	GATX069495
GATX068583	GATX069457	GATX069496
GATX068584	GATX069458	GATX069497
GATX068585	GATX069459	GATX069498
GATX068586	GATX069460	GATX069499
GATX068587	GATX069461	GATX069500
GATX068588	GATX069462	GATX069501
GATX068589	GATX069463	GATX069502
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GATX068592	GATX069465	GATX069504
GATX068593	GATX069466	GATX069505
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[Memorandum of Lease and Indenture Termination (GATC TRUST NO. 95-1B)]

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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