

RECORDATION NO 25512-W FILED
November 25, 2013 02:30 PM
SURFACE TRANSPORTATION BOARD

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)

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. 2005-1A

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 Termination of Trust Indenture (GATX Trust No. 2005-1A), 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 with the Board under Recordation Number 25512-B and 25512-C.

The name and address of the party to the enclosed document are:

Owner Trustee: Wells Fargo Bank Northwest, National
Association
299 South Main Street, 12th Floor
Salt Lake City, Utah 84111

Indenture Trustee: U.S. Bank National Association
Goodwin Square
225 Asylum Street, 23rd Floor
Hartford, CT 06103

Section Chief
November 25, 2013
Page 2

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

61 railcars within the series GATX 200271 – GATX 200338 and GATX 200596 -GATX 200641 as more particularly set forth in the attachment to the document.

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

Partial Termination of Trust Indenture (GATX Trust No. 2005-1A).

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

EML/sem
Enclosures

PARTIAL TERMINATION OF TRUST INDENTURE
(GATX TRUST NO. 2005-1A)

THIS PARTIAL TERMINATION OF TRUST INDENTURE (“**Termination**”) dated as of November 25, 2013 between **WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION**, not in its individual capacity, but solely as owner trustee (the “**Owner Trustee**”) and **U.S. BANK NATIONAL ASSOCIATION**, as indenture trustee (the “**Indenture Trustee**”) and together with the Owner Trustee, the “**Parties**”). Capitalized terms used in this Termination and not otherwise defined herein shall have the meanings (by cross-reference or otherwise) in the Indenture (as defined below).

WHEREAS, the Owner Trustee and the Indenture Trustee are parties to that certain Trust Indenture and Security Agreement (GATX Trust No. 2005-1A) dated as of March 23, 2005, as supplemented by Trust Indenture Supplement No. 1 (GATX Trust No. 2005-1A) dated March 23, 2005 (“**Indenture Supplement No. 1**”) (as further amended, modified and supplemented from time to time, the “**Indenture**”);

WHEREAS, the Owner Trustee and the Indenture Trustee are parties to that certain Memorandum of Trust Indenture and Security Agreement (GATX Trust No. 2005-1A), dated as of March 23, 2005, copies of which were recorded with (i) the Surface Transportation Board (the “**STB**”) on March 23, 2005 at 11:21 a.m. and assigned recordation number 25512-B and (ii) the Registrar General of Canada (the “**RGC**”) on March 23, 2005;

WHEREAS, the Owner Trustee is party to that certain Memorandum of Trust Indenture and Security Agreement Supplement No. 1 (GATX Trust No. 2005-1A), dated as of March 23, 2005, copies of which were recorded with (i) the STB on March 23, 2005 at 11:26 a.m. and assigned recordation number 25512-C and (ii) the RGC on March 23, 2005; and

WHEREAS, the Owner Trustee and the Indenture Trustee now desire to terminate and cancel the Indenture Trustee’s security interest in and mortgage lien upon all right, title and interest of the Owner Trustee in and to certain railroad equipment listed on Exhibit A attached 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 Indenture Trustee hereby terminates, releases and cancels the Indenture Trustee’s security interest in and mortgage lien upon all right, title and interest of the Owner Trustee in and to the Relevant Units, effective as of the date of this Termination (the “**Effective Date**”) in accordance with the terms and conditions of the Indenture, and the Parties hereby agree that no rights, duties or liabilities under the Indenture in relation to the Relevant Units shall survive such termination and cancellation of the Indenture Trustee’s security interest in and mortgage lien upon all right, title and interest of the Owner Trustee in and to the Relevant Units, except with respect to indemnities, liabilities and obligations under the Indenture occurring on or prior to the Effective Date which expressly survive the termination of the Indenture.

2. The Parties agree to file this Termination with the STB and RGC so as to release any security interest in and mortgage lien created by or arising out of the Indenture with respect to the Relevant Units.

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

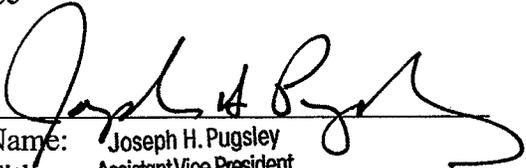
4. This Termination shall be governed by and construed in accordance with the laws of the State of New York (including without limitation Section 5-1401 of the General Obligations Law of the State of New York), without regard to conflicts of laws principles.

5. U.S. Bank National Association is executing this Termination solely in its capacity as Indenture Trustee under the Indenture and not in its individual capacity and in no case shall U.S. Bank National Association be personally liable for or on account of any of the statements, representations, warranties, covenants or obligations stated to be those of the Indenture Trustee hereunder.

* * *

IN WITNESS WHEREOF, the Parties have each caused this Termination to be duly executed and delivered by their respective duly authorized officers as of the date and year set forth below.

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

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

U.S. BANK NATIONAL ASSOCIATION,
as indenture trustee

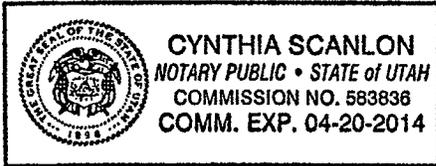
By: _____
Name:
Title:

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

On this, the 5th 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 5, 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.

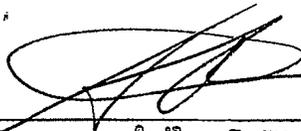
(SEAL)

IN WITNESS WHEREOF, the Parties have each caused this Termination to be duly executed and delivered by their respective duly authorized officers as of the date and year set forth below.

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

By: _____
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION,
as indenture trustee

By:  _____
Name: **Arthur L. Blakeslee**
Title: **Vice President**

STATE OF CONNECTICUT)
)
) SS:
COUNTY OF HARTFORD)

On this, the 25 day of November, 2013, before me, a Notary Public in and for said County and State, personally appeared Arthur J. Blawie, who being by me duly sworn, says that (s)he is the Vice President of U.S. BANK 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.

Susan P. McNally
Name:
Notary Public
My Commission Expires:
Residing in Vernon, CT

(SEAL)

SUSAN P. McNALLY
Notary Public, State of Connecticut
My Commission Expires Mar. 31, 2015

**EXHIBIT A
RELEVANT UNITS**

	Car Operating Number	Built Year
1	GATX200271	2003
2	GATX200272	2003
3	GATX200273	2003
4	GATX200274	2003
5	GATX200275	2003
6	GATX200276	2003
7	GATX200277	2003
8	GATX200278	2003
9	GATX200279	2003
10	GATX200280	2003
11	GATX200281	2003
12	GATX200282	2003
13	GATX200283	2003
14	GATX200284	2003
15	GATX200285	2003
16	GATX200286	2003
17	GATX200287	2003
18	GATX200288	2003
19	GATX200289	2003
20	GATX200290	2003
21	GATX200292	2003
22	GATX200293	2003
23	GATX200294	2003
24	GATX200295	2003
25	GATX200337	2003
26	GATX200338	2003
27	GATX200596	2004
28	GATX200597	2004
29	GATX200598	2004
30	GATX200599	2004
31	GATX200600	2004
32	GATX200602	2004
33	GATX200604	2004
34	GATX200606	2004
35	GATX200607	2004
36	GATX200608	2004
37	GATX200609	2004
38	GATX200610	2004
39	GATX200611	2004
40	GATX200612	2004

[Termination of Trust Indenture]

	Car Operating Number	Built Year
41	GATX200613	2004
42	GATX200614	2004
43	GATX200615	2004
44	GATX200616	2004
45	GATX200617	2004
46	GATX200618	2004
47	GATX200619	2004
48	GATX200620	2004
49	GATX200621	2004
50	GATX200622	2004
51	GATX200623	2004
52	GATX200624	2004
53	GATX200625	2004
54	GATX200626	2004
55	GATX200627	2004
56	GATX200628	2004
57	GATX200629	2004
58	GATX200630	2004
59	GATX200636	2004
60	GATX200638	2004
61	GATX200641	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