

RECORDATION NO 25513-Z 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 Termination of Trust Indenture (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 with the Board under Recordation Number 25513-B and 25513-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, 12<sup>th</sup> 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  
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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 Termination of Trust Indenture (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 TERMINATION OF TRUST INDENTURE**  
**(GATX TRUST NO. 2005-1B)**

**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. 2005-1B) dated as of March 23, 2005, as supplemented by Trust Indenture Supplement No. 1 (GATX Trust No. 2005-1B) 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. 2005-1B), dated as of March 23, 2005, copies of which were recorded with (i) the Surface Transportation Board (the “**STB**”) on March 23, 2005 at 11:35 a.m. and assigned recordation number 25513-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. 2005-1B), dated as of March 23, 2005, copies of which were recorded with (i) the STB on March 23, 2005 at 11:39 a.m. and assigned recordation number 25513-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.

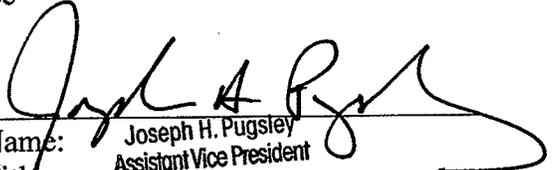
4. This Termination shall be governed by and construed in accordance with the laws of the State of New York (including without limitation Section 5-1401 of the General Obligations Law of the State of New York), without regard to conflicts of laws principles.

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

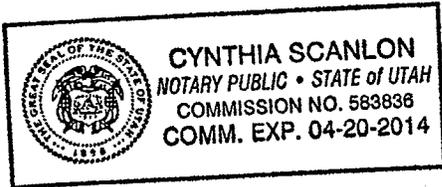
By: \_\_\_\_\_  
Name:  
Title:

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

On this, the 25<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)

**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:

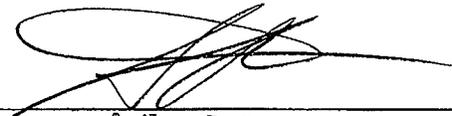
Title:

**U.S. BANK NATIONAL ASSOCIATION**,  
as indenture trustee

By: \_\_\_\_\_

Name:

Title:



Arthur L. Blakeslee

Vice President

STATE OF CONNECTICUT )  
 )  
COUNTY OF HARTFORD ) SS:

On this, the 27 day of November, 2013, before me, a Notary Public in and for said County and State, personally appeared Arthur L. Blakeslee, 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 27, 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	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