

ALVORD AND ALVORD PLLC  
ATTORNEYS AT LAW  
1050 SEVENTEENTH STREET, N.W.  
SUITE 301  
WASHINGTON, D.C.  
20036

RECORDATION NO. 19609-TTT FILED  
January 04, 2016 02:55 PM  
SURFACE TRANSPORTATION BOARD

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

PHONE: (202) 393-2266  
FAX: 1-855-600-2836  
E-MAIL: [alvord@alvordlaw.com](mailto:alvord@alvordlaw.com)  
WEBSITE: [www.alvordlaw.com](http://www.alvordlaw.com)

January 4, 2016

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

GATC Trust 95-2

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 and Termination of Lease (GATC Trust No. 95-2), dated as of January 2, 2016, 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 Commission and Board under Recordation Number 19609.

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

Owner Trustee: U.S. Bank National Association (successor-in-interest to State Street Bank and Trust Company)  
225 Franklin Street  
Boston, Massachusetts 02101

Lessee: GATX Corporation  
222 West Adams Street  
Chicago, Illinois 60606

Section Chief  
January 4, 2016  
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A description of the railroad equipment covered by the enclosed document is:

296 cars within the series GACX 005622 - GACX 005892, GPFX 010835 - GPFX 010922 and GPLX 074604 – GPLX 074818 each as more particularly set forth in the equipment schedule attached to the document.

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

Partial Cancellation and Termination of Lease (GATC Trust No. 95-2).

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,



Edward M. Luria

EML/bhs  
Enclosures

**PARTIAL CANCELLATION AND TERMINATION OF LEASE**  
**(GATC TRUST NO. 95-2)**

**THIS PARTIAL CANCELLATION AND TERMINATION OF LEASE** (“**Cancellation**”) dated January 2, 2016 is between **U.S. BANK NATIONAL ASSOCIATION** (successor in interest to State Street Bank and Trust Company), not in its individual capacity, but solely as owner trustee (the “**Lessor**”) and **GATX CORPORATION** (formerly known as General American Transportation 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 (GATC Trust No. 95-2) dated as of September 12, 1995 (as amended, modified and supplemented from time to time, the “**Lease**”);

**WHEREAS**, the Lease was recorded with the Surface Transportation Board (the “**STB**”) on September 21, 1995 at 9:05 a.m. and assigned recordation number 19609 and with the Registrar General of Canada (the “**RGC**”) on September 21, 1995 as Document Key 374;

**WHEREAS**, the Parties now desire to cancel and terminate the Lease pursuant to Section 22.1 thereof solely 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 solely to the Relevant Units, has been cancelled and terminated 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 which expressly survive the termination of the Lease.
2. The Parties agree that the Lessee will 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. Exhibit I to this Cancellation and the related Schedule to the Bill of Sale (GATC Trust No. 95-2) being executed in connection herewith accurately list the reporting numbers for the Basic Group A, B and C Equipment.
4. The Schedule I to the Full Termination of Indenture (GATC Trust No. 95-2) being executed in connection with this Cancellation accurately lists the reporting numbers for all of the Equipment subject to the Indenture.
5. This Cancellation and the documents being executed in connection herewith, including the Full Termination of Indenture (GATC Trust No. 95-2), shall be deemed to be Operative Agreements for all purposes of the Operative Agreements, and this Cancellation and

such other documents shall be deemed to have been executed and delivered immediately prior to the termination of the Lease Term with respect to the Relevant Units and prior to the payment of the Early Purchase Price for the Relevant Units and transfer of title contemplated by Section 22.1 of the Lease.

6. Other than as expressly cancelled hereby, all of the terms, provisions, conditions and agreements of the Lease shall remain in full force and effect.

7. 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.

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

9. It is expressly understood and agreed that (a) this Cancellation is executed and delivered by U.S. Bank National Association, not individually or personally but solely as Owner Trustee, (b) any representation, undertaking or agreement herein made on the part of the Lessor is made and intended not as a representation, undertaking and agreement by U.S. Bank National Association in its individual capacity and (c) under no circumstances shall U.S. Bank National Association be liable in its individual capacity for the payment of any indebtedness or expenses of Lessor or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by Lessor hereunder.

\* \* \*

[Partial Cancellation and Termination of Lease (GATC Trust No. 95-2)]

**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

**U.S. BANK NATIONAL ASSOCIATION**,  
not in its individual capacity, but solely as  
owner trustee, as Lessor

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

Name:

Title:

[Partial Cancellation and Termination of Lease (GATC Trust No. 95-2)]

STATE OF ILLINOIS                    )  
  ) SS.:  
COUNTY OF COOK                    )

On this 28<sup>th</sup> day of December, 2015, before me personally appeared Eric D. Harkness, to me personally known, who, by me being duly sworn, says that he is Vice President, Treasurer and Chief Risk Officer of GATX CORPORATION, and that the foregoing instrument was signed on behalf of said company, by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.



*Lisa M. Ibarra*  
Notary Public

My commission expires

[Partial Cancellation and Termination of Lease (GATC Trust No. 95-2)]

**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

**U.S. BANK NATIONAL ASSOCIATION**,  
not in its individual capacity, but solely as  
owner trustee, as Lessor

By: \_\_\_\_\_  
Name: Al. J. H. Harkness  
Title: Vice President



**EXHIBIT I**  
**EQUIPMENT**

<b>Financier Equipment Pool Group</b>	<b>GATX Reporting Marks</b>
GATC 1995-2 I-A	GPFX010835
GATC 1995-2 I-A	GPFX010836
GATC 1995-2 I-A	GPFX010837
GATC 1995-2 I-A	GPFX010838
GATC 1995-2 I-A	GPFX010839
GATC 1995-2 I-A	GPFX010840
GATC 1995-2 I-A	GPFX010841
GATC 1995-2 I-A	GPFX010842
GATC 1995-2 I-A	GPFX010843
GATC 1995-2 I-A	GPFX010844
GATC 1995-2 I-A	GPFX010845
GATC 1995-2 I-A	GPFX010846
GATC 1995-2 I-A	GPFX010847
GATC 1995-2 I-A	GPFX010848
GATC 1995-2 I-A	GPFX010849
GATC 1995-2 I-A	GPFX010850
GATC 1995-2 I-A	GPFX010851
GATC 1995-2 I-A	GPFX010852
GATC 1995-2 I-A	GPFX010853
GATC 1995-2 I-A	GPFX010854
GATC 1995-2 I-A	GPFX010855
GATC 1995-2 I-A	GPFX010856
GATC 1995-2 I-A	GPFX010857
GATC 1995-2 I-A	GPFX010858
GATC 1995-2 I-A	GPFX010859
GATC 1995-2 I-A	GPFX010860
GATC 1995-2 I-A	GPFX010861
GATC 1995-2 I-A	GPFX010862
GATC 1995-2 I-A	GPFX010863
GATC 1995-2 I-A	GPFX010865
GATC 1995-2 I-A	GPFX010877
GATC 1995-2 I-A	GPFX010878
GATC 1995-2 I-A	GPFX010879
GATC 1995-2 I-A	GPFX010880
GATC 1995-2 I-A	GPFX010881
GATC 1995-2 I-A	GPFX010882
GATC 1995-2 I-A	GPFX010883
GATC 1995-2 I-A	GPFX010884
GATC 1995-2 I-A	GPFX010885
GATC 1995-2 I-A	GPFX010886

[Partial Cancellation and Termination of Lease (GATC Trust No. 95-2)]

<b>Financier Equipment Pool Group</b>	<b>GATX Reporting Marks</b>
GATC 1995-2 I-A	GPFX010887
GATC 1995-2 I-A	GPFX010888
GATC 1995-2 I-A	GPFX010889
GATC 1995-2 I-A	GPFX010890
GATC 1995-2 I-A	GPFX010891
GATC 1995-2 I-A	GPFX010892
GATC 1995-2 I-A	GPFX010893
GATC 1995-2 I-A	GPFX010894
GATC 1995-2 I-A	GPFX010895
GATC 1995-2 I-A	GPFX010896
GATC 1995-2 I-A	GPFX010897
GATC 1995-2 I-A	GPFX010898
GATC 1995-2 I-A	GPFX010899
GATC 1995-2 I-A	GPFX010900
GATC 1995-2 I-A	GPFX010901
GATC 1995-2 I-A	GPFX010902
GATC 1995-2 I-A	GPFX010903
GATC 1995-2 I-A	GPFX010904
GATC 1995-2 I-A	GPFX010922
GATC 1995-2 I-B	GPLX074604
GATC 1995-2 I-B	GPLX074605
GATC 1995-2 I-B	GPLX074606
GATC 1995-2 I-B	GPLX074607
GATC 1995-2 I-B	GPLX074608
GATC 1995-2 I-B	GPLX074609
GATC 1995-2 I-B	GPLX074610
GATC 1995-2 I-B	GPLX074611
GATC 1995-2 I-B	GPLX074612
GATC 1995-2 I-B	GPLX074613
GATC 1995-2 I-B	GPLX074614
GATC 1995-2 I-B	GPLX074617
GATC 1995-2 I-B	GPLX074618
GATC 1995-2 I-B	GPLX074619
GATC 1995-2 I-B	GPLX074622
GATC 1995-2 I-B	GPLX074623
GATC 1995-2 I-B	GPLX074624
GATC 1995-2 I-B	GPLX074625
GATC 1995-2 I-B	GPLX074626
GATC 1995-2 I-B	GPLX074628
GATC 1995-2 I-B	GPLX074629
GATC 1995-2 I-B	GPLX074630
GATC 1995-2 I-B	GPLX074631
GATC 1995-2 I-B	GPLX074632
GATC 1995-2 I-B	GPLX074633

[Partial Cancellation and Termination of Lease (GATC Trust No. 95-2)]

<b>Financier Equipment Pool Group</b>	<b>GATX Reporting Marks</b>
GATC 1995-2 I-B	GPLX074634
GATC 1995-2 I-B	GPLX074635
GATC 1995-2 I-B	GPLX074636
GATC 1995-2 I-B	GPLX074637
GATC 1995-2 I-B	GPLX074639
GATC 1995-2 I-B	GPLX074646
GATC 1995-2 I-B	GPLX074648
GATC 1995-2 I-B	GPLX074650
GATC 1995-2 I-B	GPLX074651
GATC 1995-2 I-B	GPLX074652
GATC 1995-2 I-B	GPLX074653
GATC 1995-2 I-B	GPLX074654
GATC 1995-2 I-B	GPLX074655
GATC 1995-2 I-B	GPLX074656
GATC 1995-2 I-B	GPLX074657
GATC 1995-2 I-B	GPLX074658
GATC 1995-2 I-B	GPLX074659
GATC 1995-2 I-B	GPLX074660
GATC 1995-2 I-B	GPLX074662
GATC 1995-2 I-B	GPLX074663
GATC 1995-2 I-B	GPLX074666
GATC 1995-2 I-B	GPLX074667
GATC 1995-2 I-B	GPLX074668
GATC 1995-2 I-B	GPLX074669
GATC 1995-2 I-B	GPLX074671
GATC 1995-2 I-B	GPLX074675
GATC 1995-2 I-B	GPLX074677
GATC 1995-2 I-B	GPLX074678
GATC 1995-2 I-B	GPLX074684
GATC 1995-2 I-B	GPLX074685
GATC 1995-2 I-B	GPLX074686
GATC 1995-2 I-B	GPLX074687
GATC 1995-2 I-B	GPLX074689
GATC 1995-2 I-B	GPLX074693
GATC 1995-2 I-B	GPLX074694
GATC 1995-2 I-B	GPLX074695
GATC 1995-2 I-B	GPLX074699
GATC 1995-2 I-B	GPLX074702
GATC 1995-2 I-B	GPLX074704
GATC 1995-2 I-B	GPLX074710
GATC 1995-2 I-B	GPLX074711
GATC 1995-2 I-B	GPLX074713
GATC 1995-2 I-B	GPLX074714
GATC 1995-2 I-B	GPLX074715

[Partial Cancellation and Termination of Lease (GATC Trust No. 95-2)]

<b>Financier Equipment Pool Group</b>	<b>GATX Reporting Marks</b>
GATC 1995-2 I-B	GPLX074716
GATC 1995-2 I-B	GPLX074717
GATC 1995-2 I-B	GPLX074719
GATC 1995-2 I-B	GPLX074721
GATC 1995-2 I-B	GPLX074724
GATC 1995-2 I-B	GPLX074731
GATC 1995-2 I-B	GPLX074732
GATC 1995-2 I-B	GPLX074736
GATC 1995-2 I-B	GPLX074737
GATC 1995-2 I-B	GPLX074739
GATC 1995-2 I-B	GPLX074745
GATC 1995-2 I-B	GPLX074746
GATC 1995-2 I-B	GPLX074747
GATC 1995-2 I-B	GPLX074749
GATC 1995-2 I-B	GPLX074750
GATC 1995-2 I-B	GPLX074752
GATC 1995-2 I-B	GPLX074753
GATC 1995-2 I-B	GPLX074756
GATC 1995-2 I-B	GPLX074758
GATC 1995-2 I-B	GPLX074759
GATC 1995-2 I-B	GPLX074760
GATC 1995-2 I-B	GPLX074761
GATC 1995-2 I-B	GPLX074762
GATC 1995-2 I-B	GPLX074764
GATC 1995-2 I-B	GPLX074765
GATC 1995-2 I-B	GPLX074766
GATC 1995-2 I-B	GPLX074769
GATC 1995-2 I-B	GPLX074770
GATC 1995-2 I-B	GPLX074771
GATC 1995-2 I-B	GPLX074772
GATC 1995-2 I-B	GPLX074774
GATC 1995-2 I-B	GPLX074775
GATC 1995-2 I-B	GPLX074776
GATC 1995-2 I-B	GPLX074777
GATC 1995-2 I-B	GPLX074778
GATC 1995-2 I-B	GPLX074779
GATC 1995-2 I-B	GPLX074780
GATC 1995-2 I-B	GPLX074781
GATC 1995-2 I-B	GPLX074782
GATC 1995-2 I-B	GPLX074783
GATC 1995-2 I-B	GPLX074784
GATC 1995-2 I-B	GPLX074785
GATC 1995-2 I-B	GPLX074786
GATC 1995-2 I-B	GPLX074787

EXHIBIT I

[Partial Cancellation and Termination of Lease (GATC Trust No. 95-2)]

<b>Financier Equipment Pool Group</b>	<b>GATX Reporting Marks</b>
GATC 1995-2 I-B	GPLX074788
GATC 1995-2 I-B	GPLX074789
GATC 1995-2 I-B	GPLX074790
GATC 1995-2 I-B	GPLX074791
GATC 1995-2 I-B	GPLX074792
GATC 1995-2 I-B	GPLX074793
GATC 1995-2 I-B	GPLX074794
GATC 1995-2 I-B	GPLX074795
GATC 1995-2 I-B	GPLX074796
GATC 1995-2 I-B	GPLX074797
GATC 1995-2 I-B	GPLX074798
GATC 1995-2 I-B	GPLX074799
GATC 1995-2 I-B	GPLX074800
GATC 1995-2 I-B	GPLX074801
GATC 1995-2 I-B	GPLX074802
GATC 1995-2 I-B	GPLX074804
GATC 1995-2 I-B	GPLX074805
GATC 1995-2 I-B	GPLX074806
GATC 1995-2 I-B	GPLX074807
GATC 1995-2 I-B	GPLX074809
GATC 1995-2 I-B	GPLX074810
GATC 1995-2 I-B	GPLX074811
GATC 1995-2 I-B	GPLX074812
GATC 1995-2 I-B	GPLX074813
GATC 1995-2 I-B	GPLX074814
GATC 1995-2 I-B	GPLX074815
GATC 1995-2 I-B	GPLX074816
GATC 1995-2 I-B	GPLX074817
GATC 1995-2 I-B	GPLX074818
GATC 1995-2 I-C	GACX005622
GATC 1995-2 I-C	GACX005623
GATC 1995-2 I-C	GACX005624
GATC 1995-2 I-C	GACX005625
GATC 1995-2 I-C	GACX005626
GATC 1995-2 I-C	GACX005627
GATC 1995-2 I-C	GACX005628
GATC 1995-2 I-C	GACX005629
GATC 1995-2 I-C	GACX005630
GATC 1995-2 I-C	GACX005631
GATC 1995-2 I-C	GACX005632
GATC 1995-2 I-C	GACX005633
GATC 1995-2 I-C	GACX005634
GATC 1995-2 I-C	GACX005635
GATC 1995-2 I-C	GACX005636

[Partial Cancellation and Termination of Lease (GATC Trust No. 95-2)]

<b>Financier Equipment Pool Group</b>	<b>GATX Reporting Marks</b>
GATC 1995-2 I-C	GACX005637
GATC 1995-2 I-C	GACX005638
GATC 1995-2 I-C	GACX005639
GATC 1995-2 I-C	GACX005640
GATC 1995-2 I-C	GACX005641
GATC 1995-2 I-C	GACX005642
GATC 1995-2 I-C	GACX005644
GATC 1995-2 I-C	GACX005645
GATC 1995-2 I-C	GACX005646
GATC 1995-2 I-C	GACX005647
GATC 1995-2 I-C	GACX005648
GATC 1995-2 I-C	GACX005649
GATC 1995-2 I-C	GACX005650
GATC 1995-2 I-C	GACX005651
GATC 1995-2 I-C	GACX005652
GATC 1995-2 I-C	GACX005653
GATC 1995-2 I-C	GACX005654
GATC 1995-2 I-C	GACX005655
GATC 1995-2 I-C	GACX005656
GATC 1995-2 I-C	GACX005657
GATC 1995-2 I-C	GACX005658
GATC 1995-2 I-C	GACX005659
GATC 1995-2 I-C	GACX005660
GATC 1995-2 I-C	GACX005661
GATC 1995-2 I-C	GACX005662
GATC 1995-2 I-C	GACX005663
GATC 1995-2 I-C	GACX005664
GATC 1995-2 I-C	GACX005665
GATC 1995-2 I-C	GACX005666
GATC 1995-2 I-C	GACX005668
GATC 1995-2 I-C	GACX005670
GATC 1995-2 I-C	GACX005671
GATC 1995-2 I-C	GACX005672
GATC 1995-2 I-C	GACX005673
GATC 1995-2 I-C	GACX005675
GATC 1995-2 I-C	GACX005676
GATC 1995-2 I-C	GACX005677
GATC 1995-2 I-C	GACX005678
GATC 1995-2 I-C	GACX005679
GATC 1995-2 I-C	GACX005680
GATC 1995-2 I-C	GACX005681
GATC 1995-2 I-C	GACX005682
GATC 1995-2 I-C	GACX005683
GATC 1995-2 I-C	GACX005685

[Partial Cancellation and Termination of Lease (GATC Trust No. 95-2)]

<b>Financier Equipment Pool Group</b>	<b>GATX Reporting Marks</b>
GATC 1995-2 I-C	GACX005686
GATC 1995-2 I-C	GACX005687
GATC 1995-2 I-C	GACX005688
GATC 1995-2 I-C	GACX005689
GATC 1995-2 I-C	GACX005690
GATC 1995-2 I-C	GACX005691
GATC 1995-2 I-C	GACX005692
GATC 1995-2 I-C	GACX005693
GATC 1995-2 I-C	GACX005694
GATC 1995-2 I-C	GACX005695
GATC 1995-2 I-C	GACX005696
GATC 1995-2 I-C	GACX005697
GATC 1995-2 I-C	GACX005699
GATC 1995-2 I-C	GACX005700
GATC 1995-2 I-C	GACX005701
GATC 1995-2 I-C	GACX005702
GATC 1995-2 I-C	GACX005703
GATC 1995-2 I-C	GACX005704
GATC 1995-2 I-C	GACX005705
GATC 1995-2 I-C	GACX005706
GATC 1995-2 I-C	GACX005707
GATC 1995-2 I-C	GACX005708
GATC 1995-2 I-C	GACX005709
GATC 1995-2 I-C	GACX005710
GATC 1995-2 I-C	GACX005711
GATC 1995-2 I-C	GACX005712
GATC 1995-2 I-C	GACX005713
GATC 1995-2 I-C	GACX005714
GATC 1995-2 I-C	GACX005716
GATC 1995-2 I-C	GACX005717
GATC 1995-2 I-C	GACX005718
GATC 1995-2 I-C	GACX005719
GATC 1995-2 I-C	GACX005720
GATC 1995-2 I-C	GACX005721
GATC 1995-2 I-C	GACX005890
GATC 1995-2 I-C	GACX005892

**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: January 4, 2016

*Edward M. Luria*

\_\_\_\_\_  
Edward M. Luria