

ALVORD AND ALVORD PLLC

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

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
WEBSITE: www.alvordlaw.com

December 22, 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 Partial Release of Collateral, dated as of December 22, 2015, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Security Agreement previously filed with the Board under Recordation Number 30249.

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

Administrative Agent: MUFG Union Bank, N.A.
200 Pringle Avenue, Suite 500
Walnut Creek, CA 94596

Borrower: CAI Rail Inc.
Steuart Tower
1 Market Plaza Suite 900
San Francisco, CA 94105

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

327 railcars RELEASED within the series CAIX 3000 – CAIX 3399 and CAIX 59010 – CAIX 59270 as more particularly set forth on the attachment to the document.

Section Chief
December 22, 2015
Page 2

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

Partial Release of Collateral.

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,

A handwritten signature in black ink, appearing to read "Claire E. Murphy". The signature is written in a cursive style with a large, looping "y" at the end.

Claire E. Murphy

CEM
Enclosures

PARTIAL RELEASE OF COLLATERAL

This Partial Release of Collateral (the "Partial Release") dated as of December 22, 2015, is entered into by and between CAI RAIL INC., a Delaware corporation (the "Borrower") and MUFG UNION BANK, N.A., as administrative agent (the "Administrative Agent"), for itself and other Secured Parties under that certain Second Amended and Restated Revolving Credit Agreement dated as of October 22, 2015.

WHEREAS:

- A. The Borrower and the Administrative Agent entered into that certain Security Agreement dated as of June 7, 2012, as amended and restated by that certain Amended and Restated Security Agreement dated July 24, 2014, and that certain Second Amended and Restated Security Agreement dated as of October 22, 2015, and as such may be further amended, supplemented, amended and restated, and otherwise in effect from time to time (the "Security Agreement");
- B. The Security Agreement was recorded on June 7, 2012 with the Surface Transportation Board, Recordation No. 30249; and
- C. In connection with a partial repayment on the day hereof of the indebtedness of the Borrower secured by the Security Agreement, the Borrower has requested that the Administrative Agent release its lien on and its security interest in certain railcars and the leases related to such railcars, and the Administrative Agent has agreed to such release.

NOW, THEREFORE, for good and valuable consideration the parties hereto hereby agree as follows:

- 1. Release of Security Interest. The Administrative Agent hereby releases, and terminates its security interest in, and all of its rights, title, and interest in and to all of the items specified in paragraphs (a), (b) and (c) hereof:
 - a. All of the railcars listed on Schedule A hereto together with all accessories, equipment, parts, additions, improvements, accessions, attachments, repairs, and appurtenances appertaining or attached to such railcars, together with all the rents, mileage credits earned, issues, income, profits, avails, and other proceeds (including insurance proceeds) therefrom (the "Released Equipment");
 - b. All right, title, interest, claims and demands of the Borrower in, to and under each and every lease, including without limitation the leases listed on Schedule B hereto (whether or not such lease is in writing or is for a term certain, including, without limitation, per diem leases) relating to the Released Equipment but to and only to the extent relating to the Released Equipment (each such portion of any lease relating to the Released Equipment being a "Released Equipment Lease"); and

- c. All products and proceeds of any of the foregoing.
2. Interpretation. Except as otherwise defined in this Partial Release, terms defined in the Security Agreement or by reference therein or in the Loan Agreement or by reference therein are used herein as defined therein.
 3. Governing Law; Binding Effect. THIS PARTIAL RELEASE, INCLUDING THE VALIDITY THEREOF, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS OTHER CONFLICTS OF LAWS PRINCIPLES. This Partial Release shall be binding on the undersigned and its successors and permitted assigns and shall inure to the benefit of each of the Administrative Agent and the Borrower and its affiliates and their respective successors and assigns.
 4. Counterparts. This Partial Release may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Partial Release by signing any such counterpart.

[Signature pages to follow]

I certify that I hold the title set forth below, that this instrument was signed on behalf of CAI RAIL INC. by authority of its Board of Directors, and that I acknowledge that the execution of the foregoing instrument was the free act and deed of CAI RAIL INC. I further declare under penalty of perjury that the foregoing is true and correct.

CAI RAIL INC.

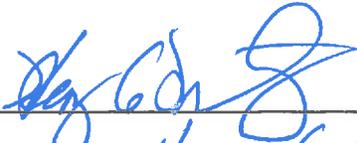
By: 

Printed Name: Victor Garcia

Title: Chief Executive Officer

I certify that I hold the title set forth below, that this instrument was signed on behalf of MUFG UNION BANK, N.A., by authority of its Board of Directors, and that I acknowledge that the execution of the foregoing instrument was the free act and deed of MUFG UNION BANK, N.A. I further declare under penalty of perjury that the foregoing is true and correct.

**MUFG UNION BANK, N.A., FOR ITSELF
AND OTHER SECURED PARTIES AS
ADMINISTRATIVE AGENT**

By: 

Printed Name: Henry G Montgomery

Title: Director

SCHEDULE A

Listing of Released Equipment

Car Count	Car Mark	Car Number	Car Count	Car Mark	Car Number	Car Count	Car Mark	Car Number	Car Count	Car Mark	Car Number
1	CAIX	3000	63	CAIX	3062	125	CAIX	3224	187	CAIX	3286
2	CAIX	3001	64	CAIX	3063	126	CAIX	3225	188	CAIX	3287
3	CAIX	3002	65	CAIX	3064	127	CAIX	3226	189	CAIX	3288
4	CAIX	3003	66	CAIX	3065	128	CAIX	3227	190	CAIX	3289
5	CAIX	3004	67	CAIX	3066	129	CAIX	3228	191	CAIX	3290
6	CAIX	3005	68	CAIX	3067	130	CAIX	3229	192	CAIX	3291
7	CAIX	3006	69	CAIX	3068	131	CAIX	3230	193	CAIX	3292
8	CAIX	3007	70	CAIX	3069	132	CAIX	3231	194	CAIX	3293
9	CAIX	3008	71	CAIX	3070	133	CAIX	3232	195	CAIX	3294
10	CAIX	3009	72	CAIX	3071	134	CAIX	3233	196	CAIX	3295
11	CAIX	3010	73	CAIX	3072	135	CAIX	3234	197	CAIX	3296
12	CAIX	3011	74	CAIX	3073	136	CAIX	3235	198	CAIX	3297
13	CAIX	3012	75	CAIX	3074	137	CAIX	3236	199	CAIX	3298
14	CAIX	3013	76	CAIX	3075	138	CAIX	3237	200	CAIX	3299
15	CAIX	3014	77	CAIX	3076	139	CAIX	3238	201	CAIX	3300
16	CAIX	3015	78	CAIX	3077	140	CAIX	3239	202	CAIX	3301
17	CAIX	3016	79	CAIX	3078	141	CAIX	3240	203	CAIX	3302
18	CAIX	3017	80	CAIX	3079	142	CAIX	3241	204	CAIX	3303
19	CAIX	3018	81	CAIX	3080	143	CAIX	3242	205	CAIX	3304
20	CAIX	3019	82	CAIX	3081	144	CAIX	3243	206	CAIX	3305
21	CAIX	3020	83	CAIX	3082	145	CAIX	3244	207	CAIX	3306
22	CAIX	3021	84	CAIX	3083	146	CAIX	3245	208	CAIX	3307
23	CAIX	3022	85	CAIX	3084	147	CAIX	3246	209	CAIX	3308
24	CAIX	3023	86	CAIX	3085	148	CAIX	3247	210	CAIX	3309
25	CAIX	3024	87	CAIX	3086	149	CAIX	3248	211	CAIX	3310
26	CAIX	3025	88	CAIX	3087	150	CAIX	3249	212	CAIX	3311
27	CAIX	3026	89	CAIX	3088	151	CAIX	3250	213	CAIX	3312
28	CAIX	3027	90	CAIX	3089	152	CAIX	3251	214	CAIX	3313
29	CAIX	3028	91	CAIX	3090	153	CAIX	3252	215	CAIX	3314
30	CAIX	3029	92	CAIX	3091	154	CAIX	3253	216	CAIX	3315
31	CAIX	3030	93	CAIX	3092	155	CAIX	3254	217	CAIX	3316
32	CAIX	3031	94	CAIX	3093	156	CAIX	3255	218	CAIX	3317
33	CAIX	3032	95	CAIX	3094	157	CAIX	3256	219	CAIX	3318
34	CAIX	3033	96	CAIX	3095	158	CAIX	3257	220	CAIX	3319
35	CAIX	3034	97	CAIX	3096	159	CAIX	3258	221	CAIX	3320
36	CAIX	3035	98	CAIX	3097	160	CAIX	3259	222	CAIX	3321
37	CAIX	3036	99	CAIX	3098	161	CAIX	3260	223	CAIX	3322
38	CAIX	3037	100	CAIX	3099	162	CAIX	3261	224	CAIX	3323
39	CAIX	3038	101	CAIX	3106	163	CAIX	3262	225	CAIX	3324
40	CAIX	3039	102	CAIX	3198	164	CAIX	3263	226	CAIX	3325
41	CAIX	3040	103	CAIX	3202	165	CAIX	3264	227	CAIX	3326
42	CAIX	3041	104	CAIX	3203	166	CAIX	3265	228	CAIX	3327
43	CAIX	3042	105	CAIX	3204	167	CAIX	3266	229	CAIX	3328
44	CAIX	3043	106	CAIX	3205	168	CAIX	3267	230	CAIX	3329
45	CAIX	3044	107	CAIX	3206	169	CAIX	3268	231	CAIX	3330
46	CAIX	3045	108	CAIX	3207	170	CAIX	3269	232	CAIX	3331
47	CAIX	3046	109	CAIX	3208	171	CAIX	3270	233	CAIX	3332
48	CAIX	3047	110	CAIX	3209	172	CAIX	3271	234	CAIX	3333
49	CAIX	3048	111	CAIX	3210	173	CAIX	3272	235	CAIX	3334
50	CAIX	3049	112	CAIX	3211	174	CAIX	3273	236	CAIX	3335
51	CAIX	3050	113	CAIX	3212	175	CAIX	3274	237	CAIX	3336
52	CAIX	3051	114	CAIX	3213	176	CAIX	3275	238	CAIX	3337
53	CAIX	3052	115	CAIX	3214	177	CAIX	3276	239	CAIX	3338
54	CAIX	3053	116	CAIX	3215	178	CAIX	3277	240	CAIX	3339
55	CAIX	3054	117	CAIX	3216	179	CAIX	3278	241	CAIX	3340
56	CAIX	3055	118	CAIX	3217	180	CAIX	3279	242	CAIX	3341
57	CAIX	3056	119	CAIX	3218	181	CAIX	3280	243	CAIX	3342
58	CAIX	3057	120	CAIX	3219	182	CAIX	3281	244	CAIX	3343
59	CAIX	3058	121	CAIX	3220	183	CAIX	3282	245	CAIX	3344
60	CAIX	3059	122	CAIX	3221	184	CAIX	3283	246	CAIX	3345
61	CAIX	3060	123	CAIX	3222	185	CAIX	3284	247	CAIX	3346
62	CAIX	3061	124	CAIX	3223	186	CAIX	3285	248	CAIX	3347

Car Count	Car Mark	Car Number	Car Count	Car Mark	Car Number	Car Count	Car Mark	Car Number	Car Count	Car Mark	Car Number
249	CAIX	3348	268	CAIX	3367	287	CAIX	3386	307	CAIX	59113
250	CAIX	3349	269	CAIX	3368	288	CAIX	3387	308	CAIX	59141
251	CAIX	3350	270	CAIX	3369	289	CAIX	3388	309	CAIX	59143
252	CAIX	3351	271	CAIX	3370	290	CAIX	3389	310	CAIX	59147
253	CAIX	3352	272	CAIX	3371	291	CAIX	3390	311	CAIX	59152
254	CAIX	3353	273	CAIX	3372	292	CAIX	3391	312	CAIX	59158
255	CAIX	3354	274	CAIX	3373	293	CAIX	3392	313	CAIX	59169
256	CAIX	3355	275	CAIX	3374	294	CAIX	3393	314	CAIX	59181
257	CAIX	3356	276	CAIX	3375	295	CAIX	3394	315	CAIX	59192
258	CAIX	3357	277	CAIX	3376	296	CAIX	3395	316	CAIX	59195
259	CAIX	3358	278	CAIX	3377	297	CAIX	3396	317	CAIX	59196
260	CAIX	3359	279	CAIX	3378	298	CAIX	3397	318	CAIX	59200
261	CAIX	3360	280	CAIX	3379	299	CAIX	3398	319	CAIX	59213
262	CAIX	3361	281	CAIX	3380	300	CAIX	3399	320	CAIX	59215
263	CAIX	3362	282	CAIX	3381	301	CAIX	59010	321	CAIX	59219
264	CAIX	3363	283	CAIX	3382	302	CAIX	59023	322	CAIX	59237
265	CAIX	3364	284	CAIX	3383	303	CAIX	59036	323	CAIX	59245
266	CAIX	3365	285	CAIX	3384	304	CAIX	59057	324	CAIX	59257
267	CAIX	3366	286	CAIX	3385	305	CAIX	59073	325	CAIX	59267
						306	CAIX	59107	326	CAIX	59269
									327	CAIX	59270

SCHEDULE B

Listing of Released Equipment Leases

1. Full Service Schedule BDGR-701 to Master Car Master Lease Agreement, which schedule is dated October 23, 2014 and is between Borrower and Badger Mining Corporation (“Badger”);
2. Full Service Schedule BDGR-702 to Master Car Master Lease Agreement, which schedule is dated October 23, 2014 and is between Borrower and Badger;
3. To the extent relating to Full Service Schedules BDGR-700 and BDGR-701, Master Car Master Lease Agreement, dated as of October 23, 2014, between Borrower and Badger;
4. Net Lease Schedule SUPR-700 to Master Car Master Lease Agreement, which schedule is dated November 7, 2014 and is between Borrower and Superior Silica Sands LLC (“Superior”);
5. To the extent relating to Net Lease Schedule SUPR-700, Master Car Master Lease Agreement, dated as of November 7, 2014, between Borrower and Superior;
6. Rider No. 55 to Car Service Contract No. 2577, which rider is dated November 1, 1995, as amended and renewed, between Borrower, as successor-in-interest to GATX Corporation, and Westlake Longview Corporation (“Westlake”), referenced internally by Borrower as WESL-700; and
7. To the extent relating to Rider No. 55 to Car Service Contract No. 2577, Car Service Contract No. 2577, dated as of April 29, 1982, Borrower, as successor-in-interest to GATX Corporation, and Westlake, as successor-in-interest to Eastman Kodak Company.

CERTIFICATION

I, Claire E. Murphy, an attorney licensed to practice in the State of New York and the State of New Jersey, 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: December 22, 2015



Claire E. Murphy