

RECORDATION NO. 28010 - BB
FILED

APR 21 '10 -9 00 AM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

April 21, 2010

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 Termination and Release of Security Interest, dated as of April 20, 2009, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement, Memoranda of which were previously filed with the Board under Recordation Number 28010 and 28010-A.

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

Secured Party: Bank of America, N.A., as Collateral Agent
901 Main Street, 14th Floor
Dallas, Texas 75202

[Grantors: The CIT Group/Equipment Financing, Inc.
The CIT Group/Corporate Aviation, Inc.
c/o CIT Group Inc.
1 CIT Drive
Livingston, New Jersey 07039]

Chief, Section of Administration
April 21, 2010
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A description of the railroad equipment covered by the enclosed document is:

28 railcars TCMX 152569, TCMX 152601, TCMX 152620, TCMX 152633, TCMX 152635, USBX 488812, USBX 488814, USBX 488825, USBX 488852, USBX 488860, USBX 488875, USBX 488913, USBX 488914, USBX 488922, USBX 488954, USBX 488956, USBX 488985, USBX 488991, USBX 488998, USBX 489043, USBX 489071, USBX 489076, USBX 489099, USBX 489100, USBX 489105, USBX 489115, USBX 489125 and USBX 489138.

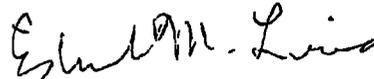
A short summary of the document to appear in the index is:

Partial Termination and Release of Security Interest

Also enclosed is a check in the amount of \$41 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

APR 21 '10 -9 00 AM

PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST

SURFACE TRANSPORTATION BOARD

The undersigned, BANK OF AMERICA, N.A., as Administrative Agent and the Collateral Agent (as defined in the Security Agreement described below) for the Secured Parties (in such capacity, the "Collateral Agent"), does hereby terminate, release and discharge the security interest held by it on that certain railroad equipment identified on Exhibit A attached hereto (the "Released Equipment"), without recourse, representation or warranty.

Such security interest was granted pursuant to that certain Second Amended and Restated Collateral Agreement, dated as of October 28, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which, among other things, The CIT Group/Equipment Financing, Inc., The CIT Group/Corporate Aviation, Inc. and C.I.T. Leasing Corporation (collectively, the "Grantors"), granted to the Collateral Agent (including any successor collateral agent), for the benefit of the Secured Parties, a lien on, and security interest in, all of its right, title and interest in, to and under, *inter alia*, certain of each such Grantor's railcars and other rolling stock, whether now owned or hereafter acquired, Memoranda of which were recorded with the Surface Transportation Board under Recordation Nos. 28010 and 28010-A. Notice of the succession of Bank of America, N.A. as Collateral Agent under the Security Agreement was recorded with the Surface Transportation Board under Recordation No. 28010-E.

This instrument shall be governed by, and construed in accordance with, the law of the State of New York.

This instrument is executed upon the express conditions that (a) nothing herein contained shall be construed to release from the lien of the aforesaid Security Agreement or to impair said lien upon any property subject thereto, except the Released Equipment and (b) the foregoing release shall not apply to the proceeds of the disposition of the Released Equipment. Except as provided above, the Collateral Documents as defined in the Credit Agreement remain in full force and effect. Nothing contained in this instrument will be construed as a release, waiver or amendment of any provision of any Collateral Document as defined in the Credit Agreement other than as expressly provided above.

[Signature pages follow]

BANK OF AMERICA, N.A.,
as Collateral Agent

By: [Signature]

Name: Charles Girab...

Title: Vice President

STATE OF)

) ss.

COUNTY OF)

On this ___ day of _____, 20___, before me, the undersigned Notary Public, personally appeared _____, personally known to me to be the person who executed the within instrument as the _____ of BANK OF AMERICA, N.A. and acknowledged to me that the corporation executed it.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

NOTARY PUBLIC

SEE ATTACHED

My Commission Expires:

Exhibit A

Twenty eight (28) 4750 c.f. covered hopper cars, bearing the following marks and numbers:

	<u>Mark</u>	<u>Number</u>
1	TCMX	152569
2	TCMX	152601
3	TCMX	152620
4	TCMX	152633
5	TCMX	152635
6	USBX	488812
7	USBX	488814
8	USBX	488825
9	USBX	488852
10	USBX	488860
11	USBX	488875
12	USBX	488913
13	USBX	488914
14	USBX	488922
15	USBX	488954
16	USBX	488956
17	USBX	488985
18	USBX	488991
19	USBX	488998
20	USBX	489043
21	USBX	489071
22	USBX	489076
23	USBX	489099
24	USBX	489100
25	USBX	489105
26	USBX	489115
27	USBX	489125
28	USBX	489138

ACKNOWLEDGMENT

State of California
County of SAN FRANCISCO

On APRIL 20, 2010 before me, LILIANA CLAR NOTARY PUBLIC
(insert name and title of the officer)

personally appeared CHARLES CRAPER
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal



Signature Liliana Claar (Seal)