

RECORDATION NO 26961-D FILED  
July 23, 2012 10:00 AM  
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](mailto:alvordlaw@aol.com)

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

OF COUNSEL  
URBAN A. LESTER

July 23, 2012

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 Termination of Security Interest, dated May 31, 2012, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Mortgage previously filed with the Board under Recordation Number 26961-B.

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

Security Trustee: Wells Fargo Bank Northwest, National Association  
299 South Main Street  
Salt Lake City, UT 84111

Borrower: GRH 2006-1, LLC (f/k/a ARH 2006-1, LLC)  
c/o GATX Rail Holdings, Inc.  
222 West Adams Street  
Chicago, IL 60606

Chief  
Section of Administration  
July 23, 2012  
Page Two

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

30 railcars TERMINATED: ALLX 3200 – ALLX 3239.

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

Termination 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,

A handwritten signature in black ink, appearing to read 'E. Luria', with a stylized flourish at the end.

Edward M. Luria

EML/sem  
Enclosures

**TERMINATION OF SECURITY INTEREST**

**THIS TERMINATION OF SECURITY INTEREST** ("Termination") dated May 31, 2012 between **GRH 2006-1, LLC** (the "Borrower") and **WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION** (the "Security Trustee" and together with the Borrower, the "Parties"). Capitalized terms used in this Termination and not otherwise defined herein shall have the meanings (by cross-reference or otherwise) in the Security Agreement (as defined below).

**WHEREAS**, the Borrower and the Security Trustee are parties to that certain Security Agreement dated as of May 31, 2006 (as amended, modified and supplemented from time to time, the "Security Agreement");

**WHEREAS**, the Borrower and the Security Trustee are parties to that certain Memorandum of Mortgage, dated as of May 11, 2007, copies of which were recorded with the Surface Transportation Board (the "STB") on May 11, 2007 at 2:35 p.m. and assigned recordation number 26961-B; and

**WHEREAS**, the Borrower and the Security Trustee now desire to terminate and cancel in full the Security Trustee's security interest in and mortgage lien upon all right, title and interest of the Borrower in and 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 Security Trustee hereby terminates and cancels in full the Security Trustee's security interest in and mortgage lien upon all right, title and interest of the Borrower 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 Security Agreement, and the Parties hereby agree that no rights, duties or liabilities under the Security Agreement in relation to the Relevant Units shall survive such termination and cancellation of the Security Trustee's security interest in and mortgage lien upon all right, title and interest of the Borrower in and to the Relevant Units, except with respect to acts, events, or omissions under the Security Agreement occurring on or prior to the Effective Date and indemnities with respect to such acts, events or omissions.

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

\* \* \*

IN WITNESS WHEREOF, the Parties have each caused this Termination to be duly executed and delivered as of the date first above written.

WELLS FARGO BANK NORTHWEST,  
NATIONAL ASSOCIATION, not in its  
individual capacity but solely as Security  
Trustee

By: 

Name: Janeen R. Higgs  
Title: Vice President

GRH 2006-1, LLC, as Borrower

By: GATX Rail Holdings, Inc., its Manager

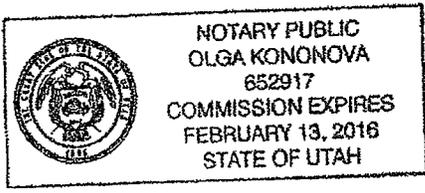
By: 

Name: WILLIAM J. HASEK  
Title: VICE PRESIDENT + TREASURER

STATE OF Utah )  
 )  
COUNTY OF Salt Lake ) SS:

On this, the 31<sup>st</sup> day of May, 2012, before me, a Notary Public in and for said County and State, personally appeared Janeen R Higgs, who being by me duly sworn, says that (s)he is the Vice President of WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION (the "Company"), that said instrument was signed on May 31<sup>st</sup>, 2012 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.



[Signature]  
Name: Olga Kononova  
Notary Public  
My Commission Expires: February 13, 2016  
Residing in Salt Lake City, Utah

(SEAL)

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK ) SS:

On this, the 30<sup>th</sup> day of July, 2012, before me, a Notary Public in and for said County and State, personally appeared William J. Haselet, who being by me duly sworn, says that (s)he is the V.P. & Treasurer of GRH 2006-1, LLC (the "Company"), that said instrument was signed on May 30, 2012 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.



[Signature]  
Name: Patricia Lodge  
Notary Public  
My Commission Expires: 02-01-15  
Residing in ILLINOIS

(SEAL)

**EXHIBIT I TO  
TERMINATION OF SECURITY INTEREST  
EQUIPMENT**

Thirty (30) 3220 cubic foot 28600 lb. GRL capacity Covered Hoppers with two (2) bolted 13" x 42" gravity outlet gates (Miner 10183K), each manufactured by National Steel Car, Ltd.

**Car Numbers**

1) ALLX003200	11) ALLX003213	21) ALLX003224
2) ALLX003201	12) ALLX003214	22) ALLX003227
3) ALLX003202	13) ALLX003215	23) ALLX003228
4) ALLX003203	14) ALLX003216	24) ALLX003230
5) ALLX003204	15) ALLX003217	25) ALLX003231
6) ALLX003205	16) ALLX003218	26) ALLX003233
7) ALLX003208	17) ALLX003219	27) ALLX003235
8) ALLX003209	18) ALLX003220	28) ALLX003237
9) ALLX003210	19) ALLX003221	29) ALLX003238
10) ALLX003212	20) ALLX003223	30) ALLX003239

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: 7/23/12

Edward M Luria  
Edward M. Luria