

RECORDATION NO. 25359-6 FILED

JUN 17 '10 -9 30 AM

**SURFACE TRANSPORTATION BOARD**

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

OF COUNSEL  
URBAN A LESTER

June 17, 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 Memorandum Of Security Agreement (US) and Security Agreement Supplements No. 1, No 4, No. 5 and No. 6, dated as of June 17, 2010, 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 filed with the Board under Recordation Number 25359-B.

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

Secured Party: The Royal Bank Of Scotland N.V.  
(successor to ABN Amro Advisory, Inc.)  
500 West Jackson  
Chicago, Illinois 60661

Lessor: The Royal Bank Of Scotland N.V.  
(successor to ABN Amro Bank, N.V.)  
500 West Jackson  
Chicago, Illinois 60661

Chief, Section of Administration  
June 17, 2010  
Page 2

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

272 cars within the respective series DOWX 021685 – DOWX 022496, DOWX 067049 – DOWX 067668 and DOWX 072455 – DOWX 072654 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 Termination And Release of: Memorandum Of Security Agreement (US) and Security Agreement Supplements No. 1, No. 4, No. 5 and No. 6.

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,



Robert W. Alvord

RWA/bhs  
Enclosures

JUN 17 '10 -9 30 AM

**SURFACE TRANSPORTATION BOARD**

**PARTIAL TERMINATION AND RELEASE OF:  
MEMORANDUM OF SECURITY AGREEMENT (US) AND SECURITY  
AGREEMENT SUPPLEMENTS NO. 1, NO. 4, NO. 5 AND NO. 6**

The undersigned, THE ROYAL BANK OF SCOTLAND N.V. (successor to ABN AMRO Bank N.V.), as "Lessor" and THE ROYAL BANK OF SCOTLAND N.V. (successor to ABN AMRO ADVISORY, INC.), as "Secured Party" are parties to that certain Participation Agreement, dated as of December 13, 2004, including Section 5 thereof with the heading of "Security" (such Section 5 the "Security Agreement"), as supplemented by Security Agreement Supplement No. 1 dated December 13, 2004 (as amended by that certain Amendment to Security Agreement Supplement No. 1 dated December 19, 2005), Security Agreement Supplement No. 4 dated December 19, 2005, Security Agreement Supplement No. 5 dated March 21, 2006, and Security Agreement Supplement No. 6 dated May 18, 2006, each recorded with the Surface Transportation Board on the dates and under the recordation numbers set forth in **Schedule A** hereto, individually a "Security Agreement Supplement" and collectively the "Security Agreement Supplements", and are parties to that certain Memorandum of Security Agreement (US), dated as of December 13, 2004, as recorded with the Surface Transportation Board on December 17, 2004 under recordation number 25359-B, the "Memorandum of Security Agreement", all with respect to the railcars identified on **Schedule B** hereto, the "Equipment", in addition to other railcars. The undersigned parties do hereby give notice of the partial termination of the Security Agreement, with respect to the Equipment only, as provided under the terms of a certain Partial Termination and Release Agreement dated June 17, 2010.

Effective as of 11:00 a.m. EDT on the date hereof, with respect to the Equipment only, Secured Party does hereby release Lessor from each and all of its obligations and any claims and demands of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, related to the Equipment only, arising out of or in connection with the Security Agreement, the Memorandum of Security Agreement and each Security Agreement Supplement related thereto; provided, however, that, as specified in the Partial Termination and Release Agreement, the Secured Party does not waive or release the Lessor from any obligations, claims or demands arising from indemnifications or liabilities contained in the Security Agreement, Memorandum of Security Agreement or any Security Agreement Supplement related thereto and released above, which, by their respective terms, expressly survive the expiration or termination of the Security Agreement, the Memorandum of Security Agreement and the Security Agreement Supplements related thereto.

Except as expressly set forth herein, no amendment, modification or supplementation is being made to the Security Agreement, Memorandum of Security Agreement or any Security Agreement Supplement, and each of the Security Agreement, Memorandum of Security Agreement and each Security Agreement Supplement shall remain in full force and effect.

[Signature Page Follows]

The parties hereto authorize the recordation of this instrument with the Surface Transportation Board in order to give effect to the foregoing.

Dated: June 17, 2010

THE ROYAL BANK OF SCOTLAND N.V.,  
as Lessor

By: *Maria T. Vanderwarren*  
Name: MARIA T. VANDERWARREN  
Title: ASSISTANT VICE PRESIDENT

By: *Thomas W. Bittman*  
Name: \_\_\_\_\_  
Title: 

Thomas W. Bittman
Vice President

THE ROYAL BANK OF SCOTLAND N.V.,  
as Secured Party

By: *Maria T. Vanderwarren*  
Name: MARIA T. VANDERWARREN  
Title: ASSISTANT VICE PRESIDENT

By: *Thomas W. Bittman*  
Name: \_\_\_\_\_  
Title: 

Thomas W. Bittman
Vice President

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

On this 14<sup>th</sup> day of June 2010, before me personally appeared in the City of Chicago, State of Illinois, MARIA VANDERWAPPEL, to me personally known, who being by me duly sworn, says that she/he is the ASST VICE PRESIDENT of THE ROYAL BANK OF SCOTLAND NV, that the foregoing instrument was signed and sealed on behalf of said corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Yvette Styles  
Notary Public

[NOTARIAL SEAL]



My commission expires: 10/27/2013

STATE OF Illinois )  
 ) SS  
COUNTY OF COOK )

On this 14<sup>th</sup> day of JUNE, 2010, before me personally appeared in the City of Chicago, State of Illinois, Thomas W. Bittman, to me personally known, who being by me duly sworn, says that she/he is the VICE PRESIDENT of THE ROYAL BANK OF SCOTLAND NV, that the foregoing instrument was signed and sealed on behalf of said corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Yvette Styles  
Notary Public

[NOTARIAL SEAL]



My commission expires: 10/27/2013

STATE OF Illinois )  
COUNTY OF COOK ) SS

On this 17<sup>th</sup> day of JUNE, 2010, before me personally appeared in the City of Chicago, State of Illinois, MARIA VANDELWARREN, to me personally known, who being by me duly sworn, says that she/he is the ASST VICE PRESIDENT of The Royal Bank of Scotland NY, that the foregoing instrument was signed and sealed on behalf of said corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Yvette Styles  
Notary Public

[NOTARIAL SEAL]



My commission expires: 10/27/2013

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

On this 14<sup>th</sup> day of June, 2010, before me personally appeared in the City of Chicago, State of Illinois, Thomas W. Bittman, to me personally known, who being by me duly sworn, says that she/he is the VICE PRESIDENT of The Royal Bank of Scotland that the foregoing instrument was signed and sealed on behalf of said corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Yvette Styles  
Notary Public

[NOTARIAL SEAL]



My commission expires: 10/27/2013

**SCHEDULE A**

**Previously Recorded Security Agreement Supplements**

Security Agreement Supplement Nos. 1, 4, 5 and 6 between the Lessor and Secured Party deposited with the Surface Transportation Board as follows:

<u>Supplement No.</u>	<u>Date Recorded</u>	<u>Recordation Number</u>
Security Agreement Supplement No. 1	December 17, 2004	25359-C
Security Agreement Supplement No. 4	December 19, 2005	25359-I
Security Agreement Supplement No. 5	March 21, 2006	25359-M
Security Agreement Supplement No. 6	May 18, 2006	25359-O

Amendment to Security Agreement Supplement No. 1 recorded on December 19, 2005, Recordation Number 25359-K.

**SCHEDULE B**

**Railcar Equipment Schedule**

(see attached)

## Equipment

<u>Car Mark</u>	<u>prefix</u>	<u>Car Type</u>
DOWX021685	DOWX	HOPPER
DOWX021686	DOWX	HOPPER
DOWX021769	DOWX	HOPPER
DOWX021792	DOWX	HOPPER
DOWX021810	DOWX	HOPPER
DOWX021823	DOWX	HOPPER
DOWX021834	DOWX	HOPPER
DOWX021838	DOWX	HOPPER
DOWX021845	DOWX	HOPPER
DOWX021867	DOWX	HOPPER
DOWX021904	DOWX	HOPPER
DOWX021909	DOWX	HOPPER
DOWX021916	DOWX	HOPPER
DOWX021922	DOWX	HOPPER
DOWX022001	DOWX	HOPPER
DOWX022029	DOWX	HOPPER
DOWX022054	DOWX	HOPPER
DOWX022056	DOWX	HOPPER
DOWX022057	DOWX	HOPPER
DOWX022061	DOWX	HOPPER
DOWX022066	DOWX	HOPPER
DOWX022068	DOWX	HOPPER
DOWX022069	DOWX	HOPPER
DOWX022073	DOWX	HOPPER
DOWX022082	DOWX	HOPPER
DOWX022089	DOWX	HOPPER
DOWX022092	DOWX	HOPPER
DOWX022093	DOWX	HOPPER
DOWX022098	DOWX	HOPPER
DOWX022102	DOWX	HOPPER
DOWX022112	DOWX	HOPPER
DOWX022140	DOWX	HOPPER
DOWX022143	DOWX	HOPPER
DOWX022164	DOWX	HOPPER
DOWX022175	DOWX	HOPPER
DOWX022241	DOWX	HOPPER
DOWX022262	DOWX	HOPPER
DOWX022275	DOWX	HOPPER
DOWX022280	DOWX	HOPPER
DOWX022300	DOWX	HOPPER
DOWX022312	DOWX	HOPPER
DOWX022320	DOWX	HOPPER
DOWX022337	DOWX	HOPPER
DOWX022355	DOWX	HOPPER
DOWX022356	DOWX	HOPPER
DOWX022366	DOWX	HOPPER
DOWX022369	DOWX	HOPPER

DOWX022405	DOWX	HOPPER
DOWX022420	DOWX	HOPPER
DOWX022435	DOWX	HOPPER
DOWX022451	DOWX	HOPPER
DOWX022468	DOWX	HOPPER
DOWX022477	DOWX	HOPPER
DOWX022486	DOWX	HOPPER
DOWX022489	DOWX	HOPPER
DOWX022496	DOWX	HOPPER
DOWX067049	DOWX	HOPPER
DOWX067050	DOWX	HOPPER
DOWX067059	DOWX	HOPPER
DOWX067140	DOWX	HOPPER
DOWX068204	DOWX	HOPPER
DOWX068228	DOWX	HOPPER
DOWX068246	DOWX	HOPPER
DOWX068292	DOWX	HOPPER
DOWX068299	DOWX	HOPPER
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DOWX072497	DOWX	TANK
DOWX072500	DOWX	TANK
DOWX072503	DOWX	TANK
DOWX072506	DOWX	TANK
DOWX072509	DOWX	TANK
DOWX072512	DOWX	TANK
DOWX072515	DOWX	TANK
DOWX072518	DOWX	TANK
DOWX072521	DOWX	TANK
DOWX072524	DOWX	TANK
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DOWX067195	DOWX	HOPPER
DOWX068592	DOWX	HOPPER
DOWX068601	DOWX	HOPPER

DOWX068602	DOWX	HOPPER
DOWX068606	DOWX	HOPPER
DOWX068608	DOWX	HOPPER
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DOWX072457	DOWX	TANK
DOWX072459	DOWX	TANK
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DOWX072474	DOWX	TANK
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DOWX072478	DOWX	TANK
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DOWX072654	DOWX	TANK
DOWX068666	DOWX	HOPPER
DOWX068668	DOWX	HOPPER

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, 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: JUNE 17 2010



\_\_\_\_\_  
Robert W. Alvord