RECORDATION NO. 28010-VVVV FILED

MAR 28 '11 -4 50 PM

SURFACE TRANSPORTATION BOARD

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

March 28, 2011

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 March 25, 2011, 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]

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

14 locomotives within the series WE 3016 - WE 3102 and WE 4001 - WE 4025 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 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

Edward M. Luria

RWA/EML/bhs
Enclosures

RECORDATION NO. 28010-VVVV

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SURFACE TRANSPORTATION BOARD

# PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST

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: _____

Name: Matthew S. Hichbom
Assistant Vice President

Title: _____

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

My Commission Expires:

# ACKNOWLEDGMENT

State of California
County of San Francisco )

On March 20th, 2011 before me, Silvia Ventura Notary Public
(insert name and title of the officer)

personally appeared Matthew S. Harrison.
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 _____

SILVIA VENTURA
Commission # 1791772
Notary Public - California
San Francisco County
My Comm. Expires Feb 23, 2012

(Seal)

**Exhibit A**

Fourteen (14) EMD SD-40, 6 Axle locomotives, marked and numbered as follows:

| | INITIAL | NUMBER | EIN |
|---|---|---|---|
| 1 | WE | 3016 | 284 |
| 2 | WE | 3034 | 277 |
| 3 | WE | 3046 | 274 |
| 4 | WE | 3048 | 275 |
| 5 | WE | 3049 | 276 |
| 6 | WE | 3067 | 278 |
| 7 | WE | 3068 | 279 |
| 8 | WE | 3073 | 280 |
| 9 | WE | 3102 | 281 |
| 10 | WE | 4001 | 283 |
| 11 | WE | 4003 | 285 |
| 12 | WE | 4016 | 286 |
| 13 | WE | 4018 | 287 |
| 14 | WE | 4025 | 282 |

## 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: March 28, 2011

Robert W. Alvord