

RECORDATION NO. 26727-9 FILED

JUN 10 '11 -9 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

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

June 10, 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 Termination of Security Interest, dated March 31, 2011, 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 26727-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

Section Chief
June 10, 2011
Page Two

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

68 railcars TERMINATED within the series AOK 112150 - AOK 112294 as more particularly set forth in the attachment to the document.

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 'Robert W. Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/sem
Enclosures

JUN 10 '11 -9 00 AM

TERMINATION OF SECURITY INTEREST

SURFACE TRANSPORTATION BOARD

THIS TERMINATION OF SECURITY INTEREST ("Termination") dated March 31, 2011 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 December 21, 2006, copies of which were recorded with the Surface Transportation Board (the "**STB**") on December 21, 2006 at 2:40 p.m. and assigned recordation number 26727-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: Glenn J. Shaw
Title: Vice President

GRH 2006-1, LLC, as Borrower

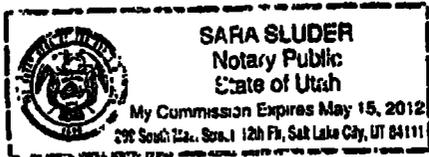
By: **GATX Rail Holdings, Inc.**, its Manager

By: _____
Name:
Title:

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

On this, the 4th day of June, 2011, before me, a Notary Public in and for said County and State, personally appeared Glenn J. Shaw, 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 June 4th, 2011 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.



Sara Sluder
Name: Sara Sluder
Notary Public
My Commission Expires: May 15, 2012
Residing in Utah

(SEAL)

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS:

On this, the ___ day of June, 2011, before me, a Notary Public in and for said County and State, personally appeared _____, who being by me duly sworn, says that (s)he is the _____ of GRH 2006-1, LLC (the "Company"), that said instrument was signed on June ___, 2011 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.

Name:
Notary Public
My Commission Expires:
Residing in _____

(SEAL)

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

Sixty-Eight (68) 60-foot, 286,000 lb. GRL; Plate F Boxcars with 8-foot double plus doors, each manufactured by Gunderso n-Concarril, S.A. de C.V.

Car Numbers

1) AOK 112150	21) AOK 112170	41) AOK 112190	61) AOK 112257
2) AOK 112151	22) AOK 112171	42) AOK 112191	62) AOK 112264
3) AOK 112152	23) AOK 112172	43) AOK 112192	63) AOK 112265
4) AOK 112153	24) AOK 112173	44) AOK 112193	64) AOK 112276
5) AOK 112154	25) AOK 112174	45) AOK 112194	65) AOK 112277
6) AOK 112155	26) AOK 112175	46) AOK 112195	66) AOK 112289
7) AOK 112156	27) AOK 112176	47) AOK 112196	67) AOK 112291
8) AOK 112157	28) AOK 112177	48) AOK 112197	68) AOK 112294
9) AOK 112158	29) AOK 112178	49) AOK 112198	
10) AOK 112159	30) AOK 112179	50) AOK 112199	
11) AOK 112160	31) AOK 112180	51) AOK 112206	
12) AOK 112161	32) AOK 112181	52) AOK 112208	
13) AOK 112162	33) AOK 112182	53) AOK 112217	
14) AOK 112163	34) AOK 112183	54) AOK 112220	
15) AOK 112164	35) AOK 112184	55) AOK 112232	
16) AOK 112165	36) AOK 112185	56) AOK 112238	
17) AOK 112166	37) AOK 112186	57) AOK 112239	
18) AOK 112167	38) AOK 112187	58) AOK 112241	
19) AOK 112168	39) AOK 112188	59) AOK 112245	
20) AOK 112169	40) AOK 112189	60) AOK 112255	

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: 6/10/11



Robert W. Alvord