

RECORDATION NO. 25963-1  
FILED

SEP 20 '11 -2 00 PM

SURFACE TRANSPORTATION BOARD

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

September 20, 2011

Ms. Cynthia T Brown  
Chief of the Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 "E" Street, S.W  
Washington, D C 20423

Dear Ms Brown

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 as of August 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 25963-B

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

Borrower	GRH 2006-1, LLC c/o GATX Rail Holdings, Inc 222 West Adams Street Chicago, IL 60606
Security Trustee.	Wells Fargo Bank Northwest, National Association 299 South Main Street, 12 <sup>th</sup> Floor MAC: U1228-120 Salt Lake City, UT 84111

Chief of the Section of Administration  
September 20, 2011  
Page 2

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

250 railcars: MBKX 6418 – MBKX 6667

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

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,



✓ Edward M. Luria

EML/sem  
Enclosures

SEP 13 '11 -2 00 PM

TERMINATION OF SECURITY INTEREST

SURFACE TRANSPORTATION BOARD

THIS TERMINATION OF SECURITY INTEREST ("Termination") dated August 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 June 16, 2006, copies of which were recorded with the Surface Transportation Board (the "STB") on June 21, 2006 at 2:03 p.m. and assigned recordation number 25963-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

\* \* \*

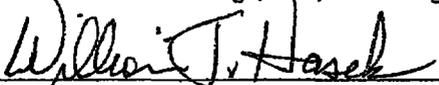
IN WITNESS WHEREOF, the Parties have each caused this Termination to be duly executed and delivered as of the date first above written.

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

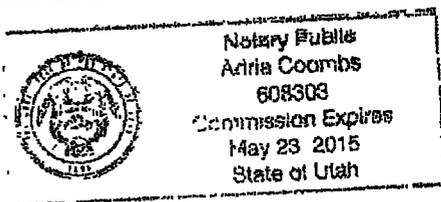
By: GATX Rail Holdings, Inc, its Manager

By:   
Name: WILLIAM J. HASEK  
Title: VICE PRESIDENT & TREASURER

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

On this, the \_\_\_ day of September, 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 September \_\_\_, 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.



[Signature]  
Name: \_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_  
Residing in \_\_\_\_\_

(SEAL)

STATE OF ILLINOIS )  
 )  
 ) SS.  
COUNTY OF COOK )

On this, the 30<sup>TH</sup> day of September, 2011, before me, a Notary Public in and for said County and State, personally appeared William H. Hasek, who being by me duly sworn, says that (s)he is the VP & Treasurer of GRH 2006-1, LLC (the "Company"), that said instrument was signed on September 20, 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.



[Signature]  
Name: PATRICIA LODGE  
Notary Public  
My Commission Expires 02/01/2015  
Residing in Illinois

(SEAL)

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

Two Hundred Fifty (250) 2005 FreightCar America Built Aluminum Rotary AutoFlood III railcars

**Car Numbers**

1) MBKX006418	35) MBKX006452	69) MBKX006486
2) MBKX006419	36) MBKX006453	70) MBKX006487
3) MBKX006420	37) MBKX006454	71) MBKX006488
4) MBKX006421	38) MBKX006455	72) MBKX006489
5) MBKX006422	39) MBKX006456	73) MBKX006490
6) MBKX006423	40) MBKX006457	74) MBKX006491
7) MBKX006424	41) MBKX006458	75) MBKX006492
8) MBKX006425	42) MBKX006459	76) MBKX006493
9) MBKX006426	43) MBKX006460	77) MBKX006494
10) MBKX006427	44) MBKX006461	78) MBKX006495
11) MBKX006428	45) MBKX006462	79) MBKX006496
12) MBKX006429	46) MBKX006463	80) MBKX006497
13) MBKX006430	47) MBKX006464	81) MBKX006498
14) MBKX006431	48) MBKX006465	82) MBKX006499
15) MBKX006432	49) MBKX006466	83) MBKX006500
16) MBKX006433	50) MBKX006467	84) MBKX006501
17) MBKX006434	51) MBKX006468	85) MBKX006502
18) MBKX006435	52) MBKX006469	86) MBKX006503
19) MBKX006436	53) MBKX006470	87) MBKX006504
20) MBKX006437	54) MBKX006471	88) MBKX006505
21) MBKX006438	55) MBKX006472	89) MBKX006506
22) MBKX006439	56) MBKX006473	90) MBKX006507
23) MBKX006440	57) MBKX006474	91) MBKX006508
24) MBKX006441	58) MBKX006475	92) MBKX006509
25) MBKX006442	59) MBKX006476	93) MBKX006510
26) MBKX006443	60) MBKX006477	94) MBKX006511
27) MBKX006444	61) MBKX006478	95) MBKX006512
28) MBKX006445	62) MBKX006479	96) MBKX006513
29) MBKX006446	63) MBKX006480	97) MBKX006514
30) MBKX006447	64) MBKX006481	98) MBKX006515
31) MBKX006448	65) MBKX006482	99) MBKX006516
32) MBKX006449	66) MBKX006483	100) MBKX006517
33) MBKX006450	67) MBKX006484	101) MBKX006518
34) MBKX006451	68) MBKX006485	102) MBKX006519

103) MBKX006520	147) MBKX006564	191) MBKX006608
104) MBKX006521	148) MBKX006565	192) MBKX006609
105) MBKX006522	149) MBKX006566	193) MBKX006610
106) MBKX006523	150) MBKX006567	194) MBKX006611
107) MBKX006524	151) MBKX006568	195) MBKX006612
108) MBKX006525	152) MBKX006569	196) MBKX006613
109) MBKX006526	153) MBKX006570	197) MBKX006614
110) MBKX006527	154) MBKX006571	198) MBKX006615
111) MBKX006528	155) MBKX006572	199) MBKX006616
112) MBKX006529	156) MBKX006573	200) MBKX006617
113) MBKX006530	157) MBKX006574	201) MBKX006618
114) MBKX006531	158) MBKX006575	202) MBKX006619
115) MBKX006532	159) MBKX006576	203) MBKX006620
116) MBKX006533	160) MBKX006577	204) MBKX006621
117) MBKX006534	161) MBKX006578	205) MBKX006622
118) MBKX006535	162) MBKX006579	206) MBKX006623
119) MBKX006536	163) MBKX006580	207) MBKX006624
120) MBKX006537	164) MBKX006581	208) MBKX006625
121) MBKX006538	165) MBKX006582	209) MBKX006626
122) MBKX006539	166) MBKX006583	210) MBKX006627
123) MBKX006540	167) MBKX006584	211) MBKX006628
124) MBKX006541	168) MBKX006585	212) MBKX006629
125) MBKX006542	169) MBKX006586	213) MBKX006630
126) MBKX006543	170) MBKX006587	214) MBKX006631
127) MBKX006544	171) MBKX006588	215) MBKX006632
128) MBKX006545	172) MBKX006589	216) MBKX006633
129) MBKX006546	173) MBKX006590	217) MBKX006634
130) MBKX006547	174) MBKX006591	218) MBKX006635
131) MBKX006548	175) MBKX006592	219) MBKX006636
132) MBKX006549	176) MBKX006593	220) MBKX006637
133) MBKX006550	177) MBKX006594	221) MBKX006638
134) MBKX006551	178) MBKX006595	222) MBKX006639
135) MBKX006552	179) MBKX006596	223) MBKX006640
136) MBKX006553	180) MBKX006597	224) MBKX006641
137) MBKX006554	181) MBKX006598	225) MBKX006642
138) MBKX006555	182) MBKX006599	226) MBKX006643
139) MBKX006556	183) MBKX006600	227) MBKX006644
140) MBKX006557	184) MBKX006601	228) MBKX006645
141) MBKX006558	185) MBKX006602	229) MBKX006646
142) MBKX006559	186) MBKX006603	230) MBKX006647
143) MBKX006560	187) MBKX006604	231) MBKX006648
144) MBKX006561	188) MBKX006605	232) MBKX006649
145) MBKX006562	189) MBKX006606	233) MBKX006650
146) MBKX006563	190) MBKX006607	234) MBKX006651

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248) MBKX006665  
249) MBKX006666  
250) MBKX006667

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 9/20/11

Edward M Luria  
Edward M Luria