

RECORDATION NO 26992-D FILED
July 23, 2012 10:00 AM
SURFACE TRANSPORTATION BOARD

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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 26992-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:

40 railcars TERMINATED: CEMX 4068 – CEMX 4107.

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,



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 June 1, 2007, copies of which were recorded with the Surface Transportation Board (the "**STB**") on June 1, 2007 at 11:00 a.m. and assigned recordation number 26992-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

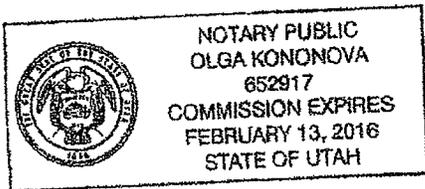
By: 
Name: *William J. Hasek*
Title: *Vice President & Treasurer*

STATE OF Utah)
)
COUNTY OF Salt Lake)

SS:

On this, the 31st 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 31st, 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.



(SEAL)

A handwritten signature in black ink, appearing to read "Olga Kononova".

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

STATE OF ILLINOIS)
)
COUNTY OF COOK)

SS:

On this, the 20th day of July, 2012, before me, a Notary Public in and for said County and State, personally appeared William J. Hasek, 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 20, 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.

July
IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



(SEAL)

A handwritten signature in black ink, appearing to read "Patricia Lodge".

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

Exhibit I

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

Forty (40) 3230 cubic foot capacity pressure differential covered hoppers with gross rail load of 286,000 lbs, three 20" round hatches and maximum pressure of 14.6 psi, each manufactured by National Steel Car, Ltd.

Car Numbers

1) CEMX004068	21) CEMX004088
2) CEMX004069	22) CEMX004089
3) CEMX004070	23) CEMX004090
4) CEMX004071	24) CEMX004091
5) CEMX004072	25) CEMX004092
6) CEMX004073	26) CEMX004093
7) CEMX004074	27) CEMX004094
8) CEMX004075	28) CEMX004095
9) CEMX004076	29) CEMX004096
10) CEMX004077	30) CEMX004097
11) CEMX004078	31) CEMX004098
12) CEMX004079	32) CEMX004099
13) CEMX004080	33) CEMX004100
14) CEMX004081	34) CEMX004101
15) CEMX004082	35) CEMX004102
16) CEMX004083	36) CEMX004103
17) CEMX004084	37) CEMX004104
18) CEMX004085	38) CEMX004105
19) CEMX004086	39) CEMX004106
20) CEMX004087	40) CEMX004107

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