

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

March 18, 2013

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), dated as of March 18, 2013, 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 (US) previously filed with the Board under Recordation Number 29579-A.

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

Secured Party: Mizuho Corporate Bank (USA)
1251 Avenue of the Americas
New York, New York 10020

Lessor: MHCB (USA) Leasing & Finance Corporation
c/o Mizuho Corporate Bank (USA)
1251 Avenue of the Americas
New York, New York 10020

Chief, Section of Administration
March 18, 2013
Page 2

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

12 railcars TERMINATED: DCLX 7320 and DOWX 80715, 80825, 80607, 80608, 80610, 80625, 80648, 80677, 80681, 80687 and 22027.

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

Partial Termination and Release of Memorandum of Security Agreement (US).

Also enclosed is a check in the amount of \$42.00 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

**PARTIAL TERMINATION AND RELEASE OF:
MEMORANDUM OF SECURITY AGREEMENT (US)**

March 18, 2013

The undersigned, MHC B (USA) LEASING & FINANCE CORPORATION, a New York corporation (the “Lessor”), and MIZUHO CORPORATE BANK (USA), a New York chartered bank (the “Secured Party”), are parties to that certain (i) Loan Agreement, dated as of December 14, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), including Article IX thereof with the heading of “Security” (such Article IX, the “Security Agreement”) and (ii) Memorandum of Security Agreement (US), dated as of December 17, 2010, as recorded with the Surface Transportation Board on December 17, 2010 under recordation number 29579-A (the “Memorandum of Security Agreement”), all with respect to the railcars identified on Schedule A hereto (the “Equipment”), in addition to other railcars.

The undersigned parties do hereby give notice of the termination of the Security Agreement with respect to the Equipment and all other forms of Lessor Collateral related to the Equipment only, as provided under the terms of a certain Partial Termination and Release Agreement, dated as of March 18, 2013 (the “Partial Termination and Release Agreement”). Capitalized terms used herein but not defined shall have the meanings given them in the Loan Agreement.

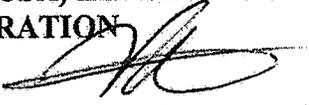
Effective as of the date hereof, with respect to the Equipment and all other forms of Lessor Collateral related to the Equipment only, the Secured Party does hereby release and discharge the Lessor from each and all of its obligations and any claims and demands of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, related to the Equipment and all other forms of Lessor Collateral related to the Equipment and all other forms of Lessor Collateral related to the Equipment only arising out of or in connection with the Security Agreement and the Memorandum of Security Agreement; provided, however, that, as specified in the Partial Termination and Release Agreement, notwithstanding the termination and release contemplated hereunder, all provisions in the Security Agreement and the Memorandum of Security Agreement which by their express terms survive the expiration or termination of the Security Agreement and the Memorandum of Security Agreement, shall survive the termination and release contemplated hereunder.

Except as expressly set forth herein, no amendment, modification or supplementation is being made to the Security Agreement or Memorandum of Security Agreement, and each of the Security Agreement and the Memorandum of Security Agreement 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.

MHCB (USA) LEASING & FINANCE CORPORATION

By: 
Name: Victor Mora
Title: President

MIZUHO CORPORATE BANK (USA)

By: _____
Name: _____
Title: _____

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

On this 8th day of March, 2013, before me personally appeared in the City of New York, State of New York, Victor Mora, to me personally known, who being by me duly sworn, says that she/he is the President of MHCB (USA) Leasing & Finance Corporation, that the foregoing instrument was signed and sealed on behalf of said corporation, and she/he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public
CHRISTOPHER R. TIZZANO
Notary Public, State of New York
No. 02TI6206657
Qualified in New York County
Commission Expires May 26, 2015

[NOTARIAL SEAL]

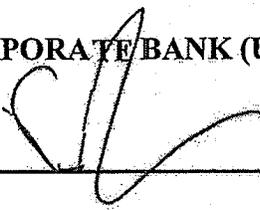
My commission expires:

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

MHCB (USA) LEASING & FINANCE CORPORATION

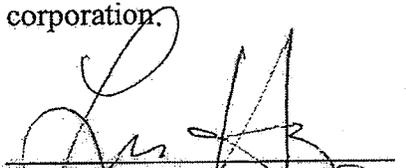
By: _____
Name: _____
Title: _____

MIZUHO CORPORATE BANK (USA), as Collateral Agent

By:  _____
Name: Leon Mo
Title: Senior Vice President

STATE OF)
) SS
COUNTY OF)

On this 13th day of March, 2013, before me personally appeared in the City of New York, State of New York, Leon Mo, to me personally known, who being by me duly sworn, says that she/he is the Senior Vice President of Mizuho Corporate Bank (USA), that the foregoing instrument was signed and sealed on behalf of said corporation, and she/he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public
LISA HAYES
Notary Public, State of New York
No. 021A6118461
Qualified in New York County
Commission Expires November 8, 2016

[NOTARIAL SEAL]

My commission expires: November 8, 2016

SCHEDULE A

Railcar Equipment Schedule

No.	Carmark	Car Type	Builder	Build Date
1947	DOWX080715	TANK	TRTY	9806
2004	DOWX080825	TANK	TRTY	9903
1855	DOWX080607	TANK	TRTY	9710
1856	DOWX080608	TANK	TRTY	9710
1858	DOWX080610	TANK	TRTY	9710
1873	DOWX080625	TANK	TRTY	9804
1895	DOWX080648	TANK	TRTY	9804
1917	DOWX080677	TANK	TRTY	9804
1921	DOWX080681	TANK	TRTY	9805
1927	DOWX080687	TANK	TRTY	9805
200	DCLX007320	HOPPER	NSCC	9712
1011	DOWX022027	HOPPER	NSCC	9707

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: 3/18/13

Edward M Luria
Edward M. Luria