

RECORDATION NO 27046-R FILED
July 02, 2013 10:40 AM
SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)
ROBERT W. ALVORD (2011)

July 2, 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 Termination of Security Interest, dated as of June 17, 2013, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Board under Recordation Number 27046.

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

Security Trustee: Wells Fargo Bank Northwest, N.A.
299 South Main Street, 12th Floor
Salt Lake City, UT 84111

Borrower: GRH 2007-2, LLC
c/o GATX Rail Holdings, Inc.
222 West Adams Street
Chicago, IL 60606

Section Chief
July 2, 2013
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A description of the railroad equipment covered by the enclosed document
is:

250 covered hopper railcars: ALLX 001400 – ALLX 001649, inclusive.

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 \$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,

A handwritten signature in black ink, appearing to read 'E. Luria', with a stylized flourish at the end.

Edward M. Luria

EML/sem
Enclosures

July 02, 2013 10:40 AM

SURFACE TRANSPORTATION BOARD

TERMINATION OF SECURITY INTEREST

THIS TERMINATION OF SECURITY INTEREST ("Termination") dated June 17, 2013 between GRH 2007-2, 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 December 27, 2007 (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 27, 2007, copies of which were recorded with the Surface Transportation Board (the "STB") on March 27, 2008 at 11:45 a.m. and assigned recordation number 27046-D; 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: BRANDON MILLS
Title: VICE PRESIDENT

GRH 2007-2, LLC, as Borrower

By: GATX Rail Holdings, Inc., its Manager

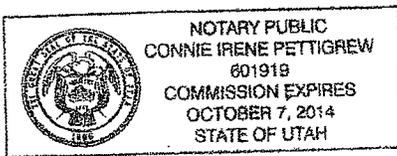
By: 

Name: Eric D. Harkness
Title: Vice President and Treasurer

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

On this, the ___ day of June, 2013, before me, a Notary Public in and for said County and State, personally appeared Brandon Mills, 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 ___, 2013 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.



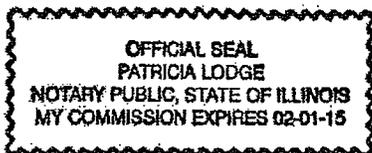
Connie Irene Pettigrew
Name: _____
Notary Public
My Commission Expires: _____
Residing in Salt Lake

(SEAL)

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS:

On this, the 19 day of June, 2013, before me, a Notary Public in and for said County and State, personally appeared Eric D. Harkness, who being by me duly sworn, says that he is the Vice President and Treasurer of GRH 2007-2, LLC (the "Company"), that said instrument was signed on June 19, 2013 on behalf of the Company, and 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.



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

(SEAL)

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

Two Hundred Fifty (250) 6,500 cubic foot capacity thru sill design covered hoppers, 110 ton nominal capacity, with 286,000 lbs ORL, with one (1) continuous full length trough with five (5) hatch covers, and four (4) 42" x 42" gravity discharge outlets, each manufactured by National Steel Car Limited and bearing car numbers ALHX 1400 through ALHX 1649.

Car Numbers

1) ALLX001400	32) ALLX001431	63) ALLX001462
2) ALLX001401	33) ALLX001432	64) ALLX001463
3) ALLX001402	34) ALLX001433	65) ALLX001464
4) ALLX001403	35) ALLX001434	66) ALLX001465
5) ALLX001404	36) ALLX001435	67) ALLX001466
6) ALLX001405	37) ALLX001436	68) ALLX001467
7) ALLX001406	38) ALLX001437	69) ALLX001468
8) ALLX001407	39) ALLX001438	70) ALLX001469
9) ALLX001408	40) ALLX001439	71) ALLX001470
10) ALLX001409	41) ALLX001440	72) ALLX001471
11) ALLX001410	42) ALLX001441	73) ALLX001472
12) ALLX001411	43) ALLX001442	74) ALLX001473
13) ALLX001412	44) ALLX001443	75) ALLX001474
14) ALLX001413	45) ALLX001444	76) ALLX001475
15) ALLX001414	46) ALLX001445	77) ALLX001476
16) ALLX001415	47) ALLX001446	78) ALLX001477
17) ALLX001416	48) ALLX001447	79) ALLX001478
18) ALLX001417	49) ALLX001448	80) ALLX001479
19) ALLX001418	50) ALLX001449	81) ALLX001480
20) ALLX001419	51) ALLX001450	82) ALLX001481
21) ALLX001420	52) ALLX001451	83) ALLX001482
22) ALLX001421	53) ALLX001452	84) ALLX001483
23) ALLX001422	54) ALLX001453	85) ALLX001484
24) ALLX001423	55) ALLX001454	86) ALLX001485
25) ALLX001424	56) ALLX001455	87) ALLX001486
26) ALLX001425	57) ALLX001456	88) ALLX001487
27) ALLX001426	58) ALLX001457	89) ALLX001488
28) ALLX001427	59) ALLX001458	90) ALLX001489
29) ALLX001428	60) ALLX001459	91) ALLX001490
30) ALLX001429	61) ALLX001460	92) ALLX001491
31) ALLX001430	62) ALLX001461	93) ALLX001492

94) ALLX001493	139) ALLX001538	184) ALLX001583
95) ALLX001494	140) ALLX001539	185) ALLX001584
96) ALLX001495	141) ALLX001540	186) ALLX001585
97) ALLX001496	142) ALLX001541	187) ALLX001586
98) ALLX001497	143) ALLX001542	188) ALLX001587
99) ALLX001498	144) ALLX001543	189) ALLX001588
100) ALLX001499	145) ALLX001544	190) ALLX001589
101) ALLX001500	146) ALLX001545	191) ALLX001590
102) ALLX001501	147) ALLX001546	192) ALLX001591
103) ALLX001502	148) ALLX001547	193) ALLX001592
104) ALLX001503	149) ALLX001548	194) ALLX001593
105) ALLX001504	150) ALLX001549	195) ALLX001594
106) ALLX001505	151) ALLX001550	196) ALLX001595
107) ALLX001506	152) ALLX001551	197) ALLX001596
108) ALLX001507	153) ALLX001552	198) ALLX001597
109) ALLX001508	154) ALLX001553	199) ALLX001598
110) ALLX001509	155) ALLX001554	200) ALLX001599
111) ALLX001510	156) ALLX001555	201) ALLX001600
112) ALLX001511	157) ALLX001556	202) ALLX001601
113) ALLX001512	158) ALLX001557	203) ALLX001602
114) ALLX001513	159) ALLX001558	204) ALLX001603
115) ALLX001514	160) ALLX001559	205) ALLX001604
116) ALLX001515	161) ALLX001560	206) ALLX001605
117) ALLX001516	162) ALLX001561	207) ALLX001606
118) ALLX001517	163) ALLX001562	208) ALLX001607
119) ALLX001518	164) ALLX001563	209) ALLX001608
120) ALLX001519	165) ALLX001564	210) ALLX001609
121) ALLX001520	166) ALLX001565	211) ALLX001610
122) ALLX001521	167) ALLX001566	212) ALLX001611
123) ALLX001522	168) ALLX001567	213) ALLX001612
124) ALLX001523	169) ALLX001568	214) ALLX001613
125) ALLX001524	170) ALLX001569	215) ALLX001614
126) ALLX001525	171) ALLX001570	216) ALLX001615
127) ALLX001526	172) ALLX001571	217) ALLX001616
128) ALLX001527	173) ALLX001572	218) ALLX001617
129) ALLX001528	174) ALLX001573	219) ALLX001618
130) ALLX001529	175) ALLX001574	220) ALLX001619
131) ALLX001530	176) ALLX001575	221) ALLX001620
132) ALLX001531	177) ALLX001576	222) ALLX001621
133) ALLX001532	178) ALLX001577	223) ALLX001622
134) ALLX001533	179) ALLX001578	224) ALLX001623
135) ALLX001534	180) ALLX001579	225) ALLX001624
136) ALLX001535	181) ALLX001580	226) ALLX001625
137) ALLX001536	182) ALLX001581	227) ALLX001626
138) ALLX001537	183) ALLX001582	228) ALLX001627

Exhibit I

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229) ALLX001628
230) ALLX001629
231) ALLX001630
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247) ALLX001646
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249) ALLX001648
250) ALLX001649

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: 7/2/13

Edward M Luria
Edward M. Luria