RECORDATION NO 27105-E FILED
July 12, 2013 10:45 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)
ROBERT W. ALVORD (2011)

July 12, 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 Release of Security Interest, dated July 5, 2013, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memoranda of Mortgage previously filed with the Board under Recordation Numbers 24549-B, 26390-C, 27105-B and 27105-C.

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
c/o GATX Rail Holdings, Inc.
222 West Adams Street
Chicago, IL 60606

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

All railcars and leases covered by the Memoranda of Mortgage previously filed with the Board under Recordation Numbers 24549-B, 26390-C, 27105-B and 27105-C are RELEASED.

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

Release 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,

Edward M. Luria

EML/sem
Enclosures

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RELEASE OF SECURITY INTEREST

THIS RELEASE OF SECURITY INTEREST ("**Release**") dated July 5, 2013 between **GRH 2006-1, LLC**, successor to ARH 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 Release 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 those certain Memoranda of Mortgage, copies of which were recorded as set forth in Schedule I hereto; and

WHEREAS, the Borrower and the Security Trustee now desire to release terminate and cancel the Security Trustee's security interest in and mortgage lien upon all right, title and interest of the Borrower in and to the certain railroad equipment and leases (whether now existing or hereafter acquired) set forth in the Memoranda of Mortgage set forth in Schedule I (collectively, the "**Collateral**").

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 the Security Trustee's security interest in and mortgage lien upon all right, title and interest of the Borrower in and to the Collateral, effective as of the date of this Release (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 Collateral shall survive such release, 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 Collateral, 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 Release with the Surface Transportation Board and the Registrar General Canada so as to release any security interest in and mortgage lien created by or arising out of the Security Agreement with respect to the Collateral.

3. This Release 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 Release shall be governed by and construed in accordance with the laws of the State of New York (including, without limitation, Section 5-1401 of the General Obligations Law of the State of New York) without regard to conflicts of laws principles.**

* * *

IN WITNESS WHEREOF, the Parties have each caused this Release 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 2006-1, LLC, as Borrower

By: GATX Rail Holdings, Inc., its Manager

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

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

On this, the 10th day of July, 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 July 10, 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.

NOTARY PUBLIC
CONNIE IRENE PETTIGREW
601919
COMMISSION EXPIRES
OCTOBER 7, 2014
STATE OF UTAH

Name:
Notary Public
My Commission Expires:
Residing in Salt Lake

(SEAL)

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this, the 10TH day of July, 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 2006-1, LLC (the "Company"), that said instrument was signed on July 10TH, 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.

OFFICIAL SEAL
PATRICIA LODGE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 02-01-15

Name: Patricia Lodge
Notary Public
My Commission Expires: 02-01-2015
Residing in Illinois

(SEAL)

SCHEDULE I

MEMORANDA OF MORTGAGE

The following Memoranda of Mortgage, having been duly filed as stated below with the Surface Transportation Board ("STB"), are hereby being released of record with the STB:

1. Memorandum of Mortgage, dated as of June 13, 2006, between ARH 2006-1, LLC, predecessor to the Borrower and the Security Trustee, filed with the STB on June 13, 2006 at 4:17 p.m. and assigned recordation number 24549-B.

2. Memorandum of Mortgage, dated as of June 16, 2006, between ARH 2006-1, LLC, predecessor to the Borrower and the Security Trustee, filed with the STB on June 16, 2006 at 2:09 p.m. and assigned recordation number 26390-C.

3. Memorandum of Mortgage, dated as of August 1, 2007, between ARH 2006-1, LLC, predecessor to the Borrower and the Security Trustee, filed with the STB on August 1, 2007 at 1:15 p.m. and assigned recordation number 27105-B.

4. Memorandum of Mortgage, dated as of August 1, 2007, between ARH 2006-1, LLC, predecessor to the Borrower and the Security Trustee, filed with the STB on August 1, 2007 at 1:15 p.m. and assigned recordation number 27105-C.

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: 7/12/13

Edward M. Luria

Edward M. Luria