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SURFACE TRANSPORTATION BOARD

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

February 28, 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 an Instrument of Partial Satisfaction, Release and Termination, dated as of February 8, 2012, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Lease Agreement and related documents previously filed with the Board under Recordation Number 23290.

The name and address of the party to the enclosed document are:

Owner Trustee: Bank of America Lease Equipment Trust 2002-A
c/o U.S. Bank Trust National Association
300 Delaware Avenue Suite 813
Wilmington, DE 19801]

LLC: Banc of America Leasing & Capital, LLC
2059 Northlake Parkway, 4th South
Tucker, GA 30084

Section Chief
February 28, 2012
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A description of the railroad equipment covered by the enclosed document is:

135 railcars RELEASED: MMMX 2000 – MMMX 2134.

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

Instrument of Partial Satisfaction, Release and Termination.

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

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INSTRUMENT OF PARTIAL SATISFACTION, RELEASE AND TERMINATION

SURFACE TRANSPORTATION BOARD

INSTRUMENT OF PARTIAL SATISFACTION, RELEASE AND TERMINATION (the "Instrument"), dated as of February 8, 2012 by Bank of America Lease Equipment Trust 2002-A and Banc of America Leasing & Capital, LLC

WHEREAS, by Lease Agreement No. 00565-00400 and Schedule No. 001 thereto, dated as of December 20, 2000, between Banc of America Leasing & Capital, LLC ("Lessor" or "BALC") and Rail Trusts Equipment, Inc. ("Lessee" or "Rail Trusts"), which was recorded at the Surface Transportation Board ("STB") on December 27, 2000 under STB Recordation No. 23290 (as amended under Amendment to Lease dated as of January 12, 2001, between Lessor and Lessee, recorded at the Surface Transportation Board on January 13, 2002 under Recordation No. 23290-A), Lessor leased to Lessee one hundred and thirty-five (135) 2940 Fully Automated Rapid Discharge Railcars marked and numbered MMMX 2000 through MMMX 2134, inclusive (the "MMMX Equipment"); and

WHEREAS, by Assignment of Lease dated as of December 23, 2000 between Rail Trusts, as assignor, and BALC, as assignee, which was recorded at the Board on January 13, 2003 under STB Recordation Number 23290-B, Rail Trusts assigned to BALC that certain Railroad Car Lease Agreement, dated as of December 22, 2000, between Rail Trusts Equipment, Inc., lessor, and Minnesota Mining and Manufacturing Company, lessee, covering the MMMX Equipment (the "Sublease"); and

WHEREAS, by Memorandum of Assignment of Equipment and Contracts (the "Assignment") dated as of December 1, 2002 between BALC, as assignor, and Tucker Commercial Funding, LLC ("Tucker"), as assignee, which was recorded at the Board on January 15, 2003 under STB Recordation Number 23290-C, BALC assigned its ownership interest or security interest in certain equipment and agreements, including, but not limited to the MMMX Equipment and including the Sublease, to Tucker; and

WHEREAS, by Memorandum of Security Agreement and Assignment (the "Security Agreement") dated as of December 1, 2002 between Tucker, as transferor, and Bank of America Lease Equipment Trust 2002-A (the "Equipment Trust"), as assignee, which was recorded at the Board on January 15, 2003 under STB Recordation Number 23290-D, Tucker agreed to (i) transfer all of its right, title and interest in, to and under certain contracts identified in Schedule 1 to the Equipment Trust and the Equipment Trust has agreed to accept the transfer of such contracts, and (ii) grant a security interest in certain equipment identified in Schedule 2 to the Equipment Trust, including but not limited to the contracts, the MMMX Equipment and the ownership or security interest in the Sublease relating to the MMMX Equipment; and

WHEREAS, Tucker merged into BAML effective June 30, 2008, as evidenced in the copy of the Certificate of Merger recorded at the Board on November 6, 2008 under STB Recordation Number 23290-F, thereby transferring to BAML all of the interests herein described.

WHEREAS, BAML and the Equipment Trust, desire to execute this Instrument to evidence for the public record the satisfaction and release of all of their rights and obligations under the Lease, the Assignment, and the Security Agreement with respect to the contracts and the Sublease relating to the MMMX Equipment and the MMMX Equipment.

NOW, THEREFORE, in consideration of the premises:

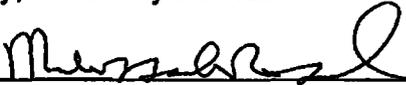
1. BAML and the Equipment Trust, do hereby acknowledge and confirm for the public record the satisfaction and release of all of their rights and obligations arising under the Lease, the Assignment, and the Security Agreement with respect to the contracts relating to the MMMX Equipment, including the Sublease, and to the MMMX Equipment, that all of the monetary obligations under the Lease, the Amendment, and the Security Agreement with respect to the contracts relating to the MMMX Equipment and the MMMX Equipment have been fully discharged and satisfied and that they do hereby release their security interest in all of the Lease, the Assignment, and the Security Agreement with respect to the contracts relating to the MMMX Equipment, including the Sublease, and the MMMX Equipment.

2, This Instrument shall not affect the lien created by the Security Agreement on any rolling stock, equipment or other assets not identified as the MMMX Equipment. The Equipment Trust hereby reaffirms the lien on all other rolling stock, equipment and assets of Tucker currently owned and not identified as the MMMX Equipment.

This Instrument may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Instrument.

IN WITNESS WHEREOF, BAML and the Trust have executed, or caused this Instrument to be executed as of the date first above written.

BANK OF AMERICA LEASE EQUIPMENT TRUST 2002-A, by U.S. BANK TRUST NATIONAL ASSOCIATION, not in its individual capacity, but solely as Trustee

By: 
Printed Name: MELISSA A. ROSAL
Title: VICE PRESIDENT

State of Illinois)
County of Cook)

ss.

On this 28 day of February, 2012, before me personally appeared MELISSA A. ROSAL, to me personally known, who, being duly sworn did say that (s)he is a VICE PRESIDENT of U.S. BANK TRUST NATIONAL ASSOCIATION, and that said Instrument was signed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged said instrument to be the free act and deed of said national banking association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.


NOTARY PUBLIC

My commission expires:

1/17/2015



This Instrument may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one instrument.

I certify that I hold the title set forth below, that this instrument was signed on behalf of BANC OF AMERICA LEASING & CAPITAL LLC by authority of its Board of Directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of BANC OF AMERICA LEASING & CAPITAL LLC. I further declare under penalty of perjury that the foregoing is true and correct.

BANC OF AMERICA LEASING & CAPITAL
LLC,

By: 

Printed Name: MICHAEL F. MARKS

Title: VICE PRESIDENT

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. 2/28/12

Edward M Luria
Edward M. Luria