

RECORDATION NO. 25457-E FILED

MAR 16 '10 9 05 AM

SURFACE TRANSPORTATION BOARD



March 15, 2010

Chief, Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 E Street, SW  
Washington, DC 20423-0001

Dear Chief:

Please find attached, one (1) copy of the Partial Release dated February 16, 2010 between the following parties:

Banc of America Leasing  
7740 W Alameda Ave, Suite C  
Mail Code C03-923-01-03  
Lakewood, CO 80226-3137

The David J. Joseph Company  
300 Pike Street  
Cincinnati, OH 45202

This filing is to appear in the index as follows: Partial Release dated February 16, 2010 related to (30) thirty railcars bearing reporting marks: TKEN 3 - 60916, sporadic.

Please file this as a secondary document under Recordation Number 25457-E as it relates to documents previously filed with the Surface Transportation Board under Recordation Numbers 25457 through 25457-D. The filing fee in the amount of \$41.00 can be charged to our account.

Should you have any questions or need further information, please do not hesitate to contact me at (513) 419-6062

Sincerely,

A handwritten signature in cursive script that reads 'Julie Woodard'.

Julie Woodard  
Documentation Coordinator

Enclosures

MAR 16 '10 -9 05 AM

**PARTIAL RELEASE**

**SURFACE TRANSPORTATION BOARD**

This Partial Release is entered into as of February 16, 2010, by and between BANC OF AMERICA LEASING & CAPITAL, LLC, a limited liability company organized under the laws of the State of Delaware ("BALC") and THE DAVID J. JOSEPH COMPANY, a Delaware Corporation ("DJJ").

**WITNESSETH:**

WHEREAS, DJJ, as lessor and Railtex, Inc., as lessee ("Lessee"), entered into that certain Railroad Equipment Lease dated as of December 16, 2004 (the "Lease" and together with all other documents and instruments executed in connection therewith, the "Lease Documents") for thirty (30) railcars bearing the railroad reporting markings set forth on Schedule I hereto (the "Units");

WHEREAS, DJJ and Lessee memorialized the Lease of record by filing a Memorandum of Railroad Equipment Lease Agreement dated as of February 16, 2004 (the "Memorandum of Lease") with the Surface Transportation Board ("STB");

WHEREAS, the Memorandum of Lease was recorded with the STB and assigned Recordation No. 25457;

WHEREAS, BALC (as successor-in-interest to LaSalle National Leasing Corporation) and DJJ are parties to that certain Purchase and Sale Agreement dated as of February 25, 2005 (the "Agreement") pursuant to which. (a) BALC purchased from DJJ all of DJJ's rights, title and interest in, to and under the Lease Documents and the Units; and (b) BALC granted to DJJ certain rights in the Units which operated as a lien thereon;

WHEREAS, BALC and DJJ memorialized the Agreement of record by filing a Memorandum of Assignment and Assumption Agreement dated as of February 25, 2005 between DJJ, as assignor and BALC, as assignee (the "Memorandum of Assignment and Assumption Agreement") with the STB;

WHEREAS, the Memorandum of Assignment and Assumption Agreement was recorded with the STB and assigned Recordation No. 25457-A;

WHEREAS, BALC and DJJ further memorialized the Agreement of record by filing a Memorandum of Options, Rights of First Refusal and Remarketing Rights dated as of February 25, 2005 (the "Memorandum of Rights") with the STB;

WHEREAS, the Memorandum of Rights was recorded with the STB and assigned Recordation No. 25457-B;

WHEREAS, BALC made public the merger of LaSalle National Leasing Corporation with and into BALC (effective as of December 31, 2008), by filing a Notice of Merger dated as of February 11, 2009 ("Notice of Merger") with the STB;

WHEREAS, the Notice of Merger was recorded with the STB and assigned Recordation No 25457-C,

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1 The Memorandum of Rights is hereby terminated and, except for any rights and/or obligations of the respective parties thereunder which expressly survive its expiration or termination, each of

BALC and DJJ hereby agree to release all rights, interests or claims to, and all liens and encumbrances upon, the Units as set forth in the Memorandum of Rights.

2. BALC and DJJ each desire to execute this Partial Release for purposes of memorializing of record the agreements set forth herein.
3. This Partial Release may be executed in one or more counterparts and when so executed, each such counterpart shall be binding upon the parties hereto, notwithstanding that both parties are not signatories to the same counterpart.
4. This Partial Release shall be effective as of the date first set forth above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties hereto have caused this Partial Release to be executed and delivered by their duly authorized representatives as of the date set forth above.

**BANC OF AMERICA LEASING & CAPITAL, LLC**

By: Sandra Buonaiuto

Name: Sandra Buonaiuto

Title: VP

**THE DAVID J. JOSEPH COMPANY**

By: Kelly C. Poellein

Name: Kelly C. Poellein

Title: VP Finance, Brokerage

STATE OF Rhode Island        )  
  ) SS.  
COUNTY OF Providence        )

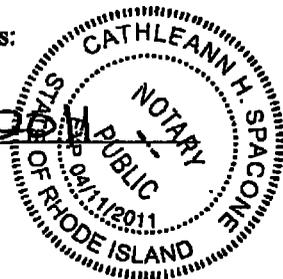
On this 12th day of March, 2010, before me the subscriber, Cathleann Spacone, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Sandra Buonaiuto, to me personally known, who stated and acknowledged that he is a Vice President of Banc of America Leasing & Capital, LLC, a Delaware limited liability company, and duly authorized by authority of the Board of Directors or By-laws of said corporation in his capacity as such officer to execute and acknowledge this document for and in the name and on behalf of said corporation and further stated and acknowledged that he has so signed, executed and delivered this document as the free and voluntary act and deed of said corporation, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12 day of March, 2010.

  
(Notary Signature)

My commission expires:

4-11-2011



STATE OF OHIO )  
 ) SS  
COUNTY OF HAMILTON )

On this 16 day of March, 2010 before me the subscriber, Julie M Woodard, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Kelly Poellein, to me personally known, who stated and acknowledged that he is the VP Finance Brokerage of THE DAVID J. JOSEPH COMPANY, a Delaware corporation, and duly authorized by authority of the Board of Directors or By-laws of said corporation in his capacity as such officer to execute and acknowledge this document for and in the name and on behalf of said corporation and further stated and acknowledged that he has so signed, executed and delivered this document as the free and voluntary act and deed of said corporation, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 16 day of March, 2010.

Julie M Woodard  
(Notary Signature)

My commission expires:

9-24-12



Julie M. Woodard  
Notary Public, State of Ohio  
My Commission Expires 09-24-2012

**SCHEDULE I  
TO  
PARTIAL RELEASE**

**UNITS:**

Thirty (30) railcars bearing reporting marks.

TKEN	3
TKEN	5
TKEN	11
TKEN	12
TKEN	14
TKEN	18
TKEN	20
TKEN	22
TKEN	27
TKEN	30
TKEN	33
TKEN	35
TKEN	39
TKEN	40
TKEN	46
TKEN	47
TKEN	48
TKEN	50
TKEN	232
TKEN	235
TKEN	236
TKEN	238
TKEN	6
TKEN	21
TKEN	25
TKEN	29
TKEN	36
TKEN	234
TKEN	60911
TKEN	60916