

RECORDATION NO. 24509-B FILED

FEB 23 '12 -1 1 5 PM

SURFACE TRANSPORTATION BOARD

OF COUNSEL
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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

February 23, 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 a Release, dated as of February 23, 2012, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Schedule to Lease Agreement previously filed under Recordation Number 24509-A.

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

Lessor:	Banc of America Leasing & Capital, LLC 2059 Northlake Parkway, 4 th Floor Tucker, Georgia 30084
Lessee:	Rail Trusts Equipment, Inc. 1661 Beach Blvd. Jacksonville, Florida 32250

Chief
Section of Administration
February 23, 2012
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A description of the railroad equipment covered by the enclosed document is

50 railcars within the series WIMX 3000 – WIMX 3074 as more particularly set forth in the attachment to the document.

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

Release.

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,

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

Edward M. Luria

EML/sem
Enclosures

FEB 23 '12 -1 15 PM

FULL RELEASE

KNOW ALL MEN BY THESE PRESENTS: Banc of America Leasing & Capital LLC hereby releases all of its right, title and interest in and to:

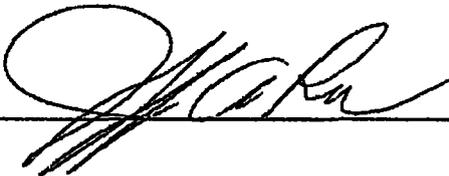
SURFACE TRANSPORTATION BOARD

Schedule A

The primary document(s) to which this FULL RELEASE relates, are between Banc of America Leasing & Capital LLC (Assignee) and Rail Trusts Equipment, Inc., (Assignor), were recorded with the Surface Transportation Board, under Recordation Number 24509-A filed December 4th, 2003 at 1:24PM.

IN WITNESS WHEREOF, Banc of America Leasing & Capital LLC has hereunto set its name, by its proper office thereunto duly authorized, this 23rd day of February, 2012.

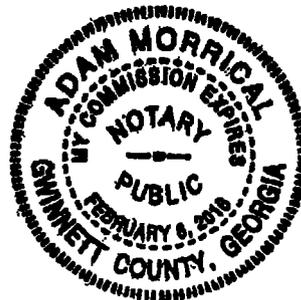
Banc of America Leasing & Capital LLC

By: 

STATE OF Georgia
County of Gwinnett

On this 23rd day of February, 2012, personally appeared Jeffrey A Ross, to me personally known, who, being duly sworn, did say that he (he/she) is the VP of Banc of America Leasing & Capital LLC, and that said instrument was signed by authority of its board of directors, and he (he/she) acknowledged said instrument to be the free act and deed of said corporation.

BEFORE ME: 
Notary Public



Bank of America



Bank of America Leasing & Capital, LLC

QUITCLAIM BILL OF SALE

Bank of America Leasing & Capital, LLC ("Seller") in consideration of the sum of \$ 668,800.00 which \$ 668,800.00 represents the purchase price and \$ 00.00 represents the sales tax, does hereby sell, transfer and assign to Rail Trusts Equip/Pennsy Suppl. 1661 Beach Blvd. Jacksonville Beach, FL. 32250 ("Buyer"), all of its rights, title and interests in and to the equipment set forth below (the "Equipment") free and clear of any security interests, liens or encumbrances created by Seller, but otherwise without any representation or warranty as to title.

<u>Year</u>	<u>Description</u>	<u>Serial #</u>	<u>Purchase Price</u>
1998	D Railroad Car	WIMX3000	\$13,376.00
1998	D Railroad Car	WIMX3001	\$13,376.00
1998	D Railroad Car	WIMX3003	\$13,376.00
1998	D Railroad Car	WIMX3006	\$13,376.00
1998	D Railroad Car	WIMX3008	\$13,376.00
1998	D Railroad Car	WIMX3010	\$13,376.00
1998	D Railroad Car	WIMX3011	\$13,376.00
1998	D Railroad Car	WIMX3012	\$13,376.00
1998	D Railroad Car	WIMX3013	\$13,376.00
1998	D Railroad Car	WIMX3015	\$13,376.00
1998	D Railroad Car	WIMX3019	\$13,376.00
1998	D Railroad Car	WIMX3020	\$13,376.00
1998	D Railroad Car	WIMX3022	\$13,376.00
1998	D Railroad Car	WIMX3023	\$13,376.00
1998	D Railroad Car	WIMX3027	\$13,376.00
1998	D Railroad Car	WIMX3028	\$13,376.00
1998	D Railroad Car	WIMX3029	\$13,376.00
1998	D Railroad Car	WIMX3031	\$13,376.00
1998	D Railroad Car	WIMX3032	\$13,376.00
1998	D Railroad Car	WIMX3033	\$13,376.00
1998	D Railroad Car	WIMX3035	\$13,376.00
1998	D Railroad Car	WIMX3036	\$13,376.00
1998	D Railroad Car	WIMX3037	\$13,376.00
1998	D Railroad Car	WIMX3038	\$13,376.00
1998	D Railroad Car	WIMX3039	\$13,376.00
1998	D Railroad Car	WIMX3040	\$13,376.00
1998	D Railroad Car	WIMX3042	\$13,376.00
1998	D Railroad Car	WIMX3046	\$13,376.00
1998	D Railroad Car	WIMX3047	\$13,376.00
1998	D Railroad Car	WIMX3048	\$13,376.00
1998	D Railroad Car	WIMX3052	\$13,376.00
1998	D Railroad Car	WIMX3053	\$13,376.00
1998	D Railroad Car	WIMX3054	\$13,376.00
1998	D Railroad Car	WIMX3055	\$13,376.00
1998	D Railroad Car	WIMX3057	\$13,376.00
1998	D Railroad Car	WIMX3058	\$13,376.00
1998	D Railroad Car	WIMX3059	\$13,376.00
1998	D Railroad Car	WIMX3061	\$13,376.00
1998	D Railroad Car	WIMX3062	\$13,376.00

1998	D Railroad Car	WIMX3063	\$13,376.00
1998	D Railroad Car	WIMX3064	\$13,376.00
1998	D Railroad Car	WIMX3065	\$13,376.00
1998	D Railroad Car	WIMX3066	\$13,376.00
1998	D Railroad Car	WIMX3067	\$13,376.00
1998	D Railroad Car	WIMX3068	\$13,376.00
1998	D Railroad Car	WIMX3070	\$13,376.00
1998	D Railroad Car	WIMX3071	\$13,376.00
1998	D Railroad Car	WIMX3072	\$13,376.00
1998	D Railroad Car	WIMX3073	\$13,376.00
1998	D Railroad Car	WIMX3074	\$13,376.00

SELLER IS NOT THE MANUFACTURER OR SUPPLIER OF THE EQUIPMENT, NOR THE AGENT THEREOF, AND MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE MERCHANTABILITY OF THE EQUIPMENT, ITS FITNESS FOR A PARTICULAR PURPOSE, ITS DESIGN OR CONDITION, ITS CAPACITY OR DURABILITY, THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN THE MANUFACTURE OR ASSEMBLY OF THE EQUIPMENT, OR THE CONFORMITY OF THE EQUIPMENT TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER OR AGREEMENT RELATING THERETO, OR PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENTS, AND SELLER HEREBY DISCLAIMS ANY SUCH WARRANTIES. THE EQUIPMENT IS SOLD "AS-IS," "WHERE-IS," WITH ALL FAULTS AND WHEREVER LOCATED

By payment of the above sum, Buyer affirms that it has not relied on Seller's skill or judgment to select or furnish the Equipment, and that Buyer has been given the opportunity to and has conducted such investigation and inspection of the Equipment as Buyer has deemed necessary or appropriate for the purpose of purchasing the Equipment.

This Bill of Sale contains the entire agreement between Seller, Buyer, and no course of dealing or usage of trade or course of performance shall be relevant to explain or supplement any terms of sale expressed herein.

By acceptance of delivery of the Equipment, Buyer acknowledges and agrees to all terms contained herein.

IN WITNESS WHEREOF, Seller has duly executed this Bill of Sale this 17 day of February, 2012.

BANC OF AMERICA LEASING & CAPITAL, LLC

By: _____

Name: RRRodgers _____

Title: AVP _____

UCC FINANCING STATEMENT AMENDMENT
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A NAME & PHONE OF CONTACT AT FILER (optional)
Phone: 770-270-8408 Fax: 770-270-8603

B SEND ACKNOWLEDGMENT TO (Name and Address)

Banc of America Leasing & Capital, 31877696
2059 Northlake Parkway
3rd Floor North
Tucker GA, 30084
FLFL

14148 - BANC OF AMERICA LEASING & CAPITAL, LLC-GA
File with: Secretary of State, FL

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
200304352509 7/1/2003 SS FL

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2 **TERMINATION** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3 **CONTINUATION** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4 **ASSIGNMENT (full or partial)** Give name of assignee in Item 7a or 7b and address of assignee in Item 7c and also give name of assignor in Item 9

5. AMENDMENT (PARTY INFORMATION) This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes

Also check one of the following three boxes and provide appropriate information in Items 6 and/or 7.

CHANGE name and/or address. Please refer to the detailed instructions in regards to changing the name/address of a party. **DELETE** name: Give record name to be deleted in Item 6a or 6b. **ADD** name: Complete Item 7a or 7b and also Item 7c; also complete Items 7e-7g (if applicable)

6. CURRENT RECORD INFORMATION.

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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7d. SEE INSTRUCTIONS	ADD'L INFO RE: ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

8. AMENDMENT (COLLATERAL CHANGE), check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment) If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
Banc of America Leasing & Capital, LLC

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA

31877696 Debtor Name: RAIL TRUSTS EQUIPMENT, INC. 00344:1790107:000653501 05683/00400/001/832566/3106011

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. 2/23/12

Edward M Luria
Edward M Luria