

LAW OFFICES

MILES & STOCKBRIDGE

A PROFESSIONAL CORPORATION

10 LIGHT STREET

BALTIMORE, MARYLAND 21202-1487

TELEPHONE 410-727-6464

FAX 410-385-3700

300 ACADEMY STREET
CAMBRIDGE, MD 21613-1865

101 BAY STREET
EASTON, MD 21601-2718

11350 RANDOM HILLS ROAD
FAIRFAX, VA 22030-7429

30 WEST PATRICK STREET
FREDERICK, MD 21701-6903

22 WEST JEFFERSON STREET
ROCKVILLE, MD 20850-4286

600 WASHINGTON AVENUE
TOWSON, MD 21204-3965

1450 G STREET, N.W.
WASHINGTON, D.C. 20005-2001

JOHN A. STALFORD
410-385-3424

Page 1

July 17, 1996

RECORDED NO. 19567-A
FILED 1425
JUL 17 1996 10:10 AM

via FEDERAL EXPRESS

Surface Transportation Board
12th and Constitution Avenue, N.W.
Washington, D.C. 20423
Attention: Mrs. Janice Fort
Recordation

Re: Our File No.: 258-1644
(Canadian National)

Dear Mrs. Fort:

Enclosed for recordation as a secondary document pursuant to the provisions of 49 U.S.C. 11301(a) are one original and one notarized copy of the following document:

Assignment of Lessor's Interest in Lease dated July 16, 1996 by Railcar, Ltd. (1819 Peachtree Road, N.W., Suite 315, Atlanta, Georgia 30309) in favor of First Maryland Leasecorp. (25 South Charles Street, Baltimore, Maryland 21201) which relates to the Memorandum of Lease Agreement dated April 1, 1995 by and between Railcar, Ltd. (1819 Peachtree Road, N.W., Suite 315, Atlanta, Georgia 30309) and Canadian National Railway Company (935 de La Gauchetiere Street, West, Montreal, Quebec, Canada H3B 2M9) which was recorded with the Interstate Commerce Commission on August 17, 1995 at 12:10 p.m., under Recordation No. 19567.

Also enclosed is a check in the amount of \$21.00 to cover the costs of recording this document.

Once this document has been recorded, please return the same to: John A. Stalford, Esquire, Miles & Stockbridge, a Professional Corporation, 10 Light Street, 8th Floor, Baltimore, Maryland 21202.

Thank you for your prompt attention to this matter. Please call me at (410) 385-3425 if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "John A. Stalfort".

John A. Stalfort

JAS:mes
Enclosures

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20423-0001

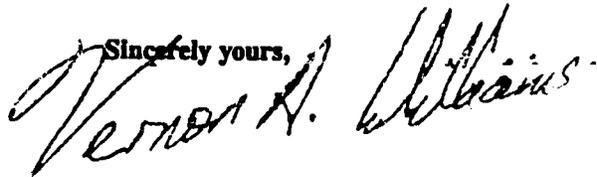
7/18/96

John A. Stalfort, Esquire
Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202-1487

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/18/96 at 10:15AM , and assigned recordation number(s). 20185, 20186, 20187, 20188, 15793-E, 17425-C, 18695-B and 19567-A.

Sincerely yours,



Vernon A. Williams
Secretary

Enclosure(s)

\$168.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

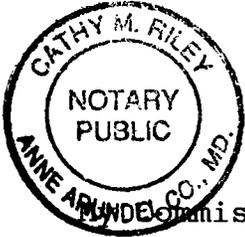
Signature



STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that the attached Assignment of Lessor's Interest in Lease is a true and complete copy of said Assignment of Lessor's Interest in Lease.

WITNESS my hand and seal this 17th day of July, 1996.



Cathy M. Riley
Notary Public

Commission Expires: July 1, 1998

19567-A

JUL 18 1996 11:53 AM

ASSIGNMENT OF LESSOR'S INTEREST IN LEASE

THIS ASSIGNMENT OF LESSOR'S INTEREST IN LEASE (this "Agreement") is made as of the 16th day of July, 1996 by RAILCAR, LTD., a Georgia corporation ("LTD"), in favor of FIRST MARYLAND LEASECORP, a Maryland corporation ("FML").

RECITALS

LTD has entered into that certain Lease Agreement dated as of April 1, 1995 as amended by First Amendment dated as of March 1, 1996 (the "Lease") between LTD, as Lessor, and Canadian National Railway Company (the "Lessee").

Pursuant to the Master Assignment Agreement between LTD and FML dated July 16, 1996 and the related Schedule 1 executed by LTD and FML dated July 16, 1996, LTD has sold to FML all of LTD's right, title and interest in and to the railroad cars which are described on Schedule A attached hereto and made a part hereof (the "Cars"). LTD previously has assigned LTD's rights under the Lease to FML, pursuant to a loan arrangement with FML (to be repaid in full in connection with this assignment).

In connection with the sale of the Cars, LTD desires to assign to FML all of LTD's right, title and interest in and to the Lease.

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the receipt of which is hereby acknowledged, LTD hereby agrees with FML as follows:

1. Assignment. LTD hereby assigns to FML all of LTD's right, title and interest in and to the Lease, including, without limitation, all rent payable with respect to the Cars.

2. Representations and Warranties. LTD hereby represents and warrants to FML the following:

- (a) to the knowledge of LTD, there are no defaults or events of default under the Lease;
- (b) the Lease is presently in full force and effect;
- (c) no rent under the Lease has been paid in advance;

(d) FML will be entitled to receive rental payments in amounts and for periods of time as follows: per Car per month on the first business day of each month commencing on July 1, 1996 through and including August 1, 2003 (i.e., 86 payments). FML will also be entitled to receive any other payments due Lessor under the Lease for the periods of time described above, all such payments to be made in accordance with the terms of the Lease.

(e) Except as otherwise stated herein, LTD has not assigned, encumbered or transferred in any way its interest in the Lease; and

(f) a complete copy of the Lease is attached hereto as Exhibit A.

3. Additional Instruments. LTD shall execute and deliver such further instruments and take such actions as shall be reasonably required in order to carry out the transactions contemplated by this Agreement.

4. Miscellaneous Provisions.

(a) Entire Agreement. This Agreement comprises the complete understanding of the parties and there are no understandings, either written or oral, except as specifically set forth in this Agreement. No changes may be made in this Agreement unless specifically reduced to writing and accepted by both parties. All prior negotiations and understandings of the parties are deemed merged into this Agreement.

(b) Amendment and Waiver. This Agreement may be amended, or any portion of this Agreement may be waived, provided that such amendment or waiver shall be in writing, executed by the parties to which any particular provision specifically relates and all such amendments and waivers made shall be binding upon the parties. No course of dealing between or among any persons having any interest in this Agreement shall be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any person under or by reason of this Agreement.

(c) Inurement to Benefit of Assigns. All of the terms and provisions of this Agreement shall be binding upon, apply and inure to the benefit of the parties, their respective successors and assigns.

(d) Severability. Each of the terms and provisions of this Agreement, except for the payment of the purchase price to Seller, is and is deemed to be severable, in whole or in part, and, if any term or provision or their application in any circumstance should be invalid, illegal or unenforceable, the remaining terms and provisions or their application, to circumstances other than those as to which it is held invalid, illegal or unenforceable, shall not be affected and shall remain in full force and effect.

(e) Exhibits and Schedules. All exhibits and schedules attached to this Agreement are incorporated and made a part of this Agreement by reference.

(f) Paragraph Headings. All paragraph and subparagraph headings are for convenience of reference only and shall not be used in interpreting this Agreement.

(g) Rights and Remedies. All rights and remedies granted any of the parties under this Agreement shall be cumulative.

(h) Survival of Representatives and Warranties. All representations, warranties and indemnifications shall survive the closing of the transactions contemplated by this Agreement.

(i) Governing Law. The law of the State of Maryland shall govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement.

(j) Construction. As used herein, any reference to the masculine, feminine or neuter gender shall include all genders, the plural shall include the singular, and the singular shall include the plural. This Agreement and all instruments executed to consummate the transactions contemplated shall be deemed to have been mutually negotiated, prepared and drafted, and in the event of its interpretation no consideration shall be given to the issue of which party prepared, drafted or requested any term, condition or agreement.

IN WITNESS WHEREOF, LTD has executed this Agreement under seal by its duly authorized officers as of the day and year first written above.

RAILCAR, LTD.

By: Will L. Pierce (SEAL)
Name/Title: WILSON L. PIERCE / PRESIDENT

STATE OF GEORGIA, COUNTY OF FULTON

On July 16, 1996, before me personally appeared Will L. Pierce, to me personally known, who being by me duly sworn says that he is President of Railcar, Ltd., a Georgia corporation, and that he executed the foregoing instrument on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Jay F. Hardin
Notary Public

My commission expires: Notary Public, Coweta County, Georgia
My Commission Expires March 30, 1999

[NOTARIAL SEAL]

C026 Canadian National

Lumber

Double Door Boxcars.

No. of Cars: 162

Bearing the following car numbers and marks:

CNA 557801	CNA 557802	CNA 557803	CNA 557804	CNA 557805	CNA 557806
CNA 557807	CNA 557808	CNA 557809	CNA 557810	CNA 557811	CNA 557812
CNA 557813	CNA 557814	CNA 557815	CNA 557816	CNA 557817	CNA 557818
CNA 557819	CNA 557820	CNA 557821	CNA 557822	CNA 557823	CNA 557824
CNA 557825	CNA 557826	CNA 557827	CNA 557828	CNA 557829	CNA 557830
CNA 557831	CNA 557832	CNA 557833	CNA 557834	CNA 557835	CNA 557836
CNA 557837	CNA 557838	CNA 557839	CNA 557840	CNA 557841	CNA 557842
CNA 557843	CNA 557844	CNA 557845	CNA 557846	CNA 557847	CNA 557848
CNA 557849	CNA 557850	CNA 557851	CNA 557852	CNA 557853	CNA 557854
CNA 557855	CNA 557856	CNA 557857	CNA 557858	CNA 557859	CNA 557860
CNA 557861	CNA 557862	CNA 557863	CNA 557864	CNA 557865	CNA 557866
CNA 557867	CNA 557868	CNA 557869	CNA 557870	CNA 557871	CNA 557872
CNA 557873	CNA 557874	CNA 557875	CNA 557876	CNA 557877	CNA 557878
CNA 557879	CNA 557880	CNA 557881	CNA 557882	CNA 557883	CNA 557884
CNA 557885	CNA 557886	CNA 557887	CNA 557888	CNA 557889	CNA 557890
CNA 557891	CNA 557892	CNA 557893	CNA 557894	CNA 557895	CNA 557896
CNA 557897	CNA 557898	CNA 557899	CNA 557900	CNA 557901	CNA 557902
CNA 557903	CNA 557904	CNA 557905	CNA 557906	CNA 557907	CNA 557908
CNA 557909	CNA 557910	CNA 557911	CNA 557912	CNA 557913	CNA 557914
CNA 557915	CNA 557916	CNA 557917	CNA 557918	CNA 557919	CNA 557920
CNA 557921	CNA 557922	CNA 557923	CNA 557924	CNA 557925	CNA 557926
CNA 557927	CNA 557928	CNA 557929	CNA 557930	CNA 557931	CNA 557932
CNA 557933	CNA 557934	CNA 557935	CNA 557936	CNA 557937	CNA 557938
CNA 557939	CNA 557940	CNA 557941	CNA 557942	CNA 557943	CNA 557944
CNA 557945	CNA 557946	CNA 557947	CNA 557948	CNA 557949	CNA 557950
CNA 557951	CNA 557952	CNA 557953	CNA 557954	CNA 557955	CNA 557956

C026

Canadian National

Lumber

Double Door Boxcars.

No. of Cars: 162

Bearing the following car numbers and marks:

CNA 557957 CNA 557958 CNA 557959 CNA 557960 CNA 557961 CNA 557962

Exhibit A

COPY OF LEASE

Not Included with this filing