

1983 A

ASSIGNMENT OF LESSOR'S INTEREST IN LEASE

THIS ASSIGNMENT OF LESSOR'S INTEREST IN LEASE (this "Agreement") is made as of this 18th day of March, 1996 by SOUTHERN ILLINOIS RAILCAR COMPANY, an Illinois corporation (the "Assignor"), in favor of THE FIRST NATIONAL BANK OF MARYLAND, a national banking association (the "Assignee").

RECITALS

A. The Assignor has entered into that certain Lease Agreement dated as of September 1, 1995 (the "Lease") between Assignor and Bunge Corporation (the "Lessee").

B. The Assignor has, pursuant to the Purchase and Sale Agreement of even date herewith, sold to the Assignee all of the Assignor's right, title and interest in and to the railcars which are described on Schedule A attached hereto and made a part hereof (the "Railcars").

C. In connection with such sale of the Railcars, Assignor desires to assign to the Assignee all of the Assignor's right, title and interest in and to the Lease.

AGREEMENTS

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

1. Assignment. The Assignor hereby assigns to the Assignee all of the Assignor's right, title and interest in and to the Lease, including, without limitation, all rent payable with respect to the Railcars.

2. Representations and Warranties. The Assignor hereby represents and warrants to the Assignee the following:

(a) to the best of the Assignor's knowledge there are no defaults or events of defaults 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) Assignee will be entitled to receive rental payments in amounts and for periods of time as follows:
per Railcar per month on April 1, 1996 through February 1, 2003 for a total of payments due in advance on the first day of each month. Assignee 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) The Assignor 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. The Assignor 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 provision 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 only and do not in any way limit to construe the contents of the paragraphs.

(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.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

ATTEST:

SOUTHERN ILLINOIS RAILCAR
COMPANY

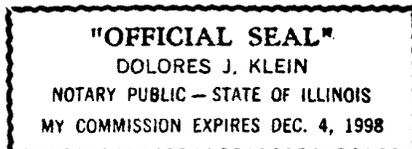
Janice A. Tweedy

By: ~~Gary J. Goodman~~ (SEAL)
Name: GARY J. GOODMAN
Title: VICE PRESIDENT

STATE OF ILLINOIS, _____ County _____ OF _____ Madison _____, TO WIT:

I HEREBY CERTIFY, that on this _____ day of March, 1996, before me, the undersigned, a Notary Public of the State of Illinois, personally appeared Gary J. Goodman, who acknowledged himself to be the Vice President of Southern Illinois Railcar Company, an Illinois corporation, known (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized Vice President of said corporation by signing the name of the corporation by himself as Vice President.

AS WITNESS my hand and Notarial Seal.



Dolores J. Klein
Notary Public

(SEAL)

My Commission Expires: 12-4-98

B:FN155709.ASG/So.Ill(Bunge)/Disk1/cmr

DESCRIPTION OF RAILCARS

One Hundred Nine (109) covered hopper railcars bearing the following car numbers and marks:

1	SIRX	1122	41	SIRX	31056	81	SIRX	460241
2	SIRX	31002	42	SIRX	31057	82	SIRX	460242
3	SIRX	31005	43	SIRX	31059	83	SIRX	460246
4	SIRX	31006	44	SIRX	31060	84	SIRX	460248
5	SIRX	31007	45	SIRX	31061	85	SIRX	460260
6	SIRX	31008	46	SIRX	31062	86	SIRX	460261
7	SIRX	31009	47	SIRX	31063	87	SIRX	460263
8	SIRX	31010	48	SIRX	31064	88	SIRX	460264
9	SIRX	31013	49	SIRX	31066	89	SIRX	460266
10	SIRX	31014	50	SIRX	31067	90	SIRX	460269
11	SIRX	31015	51	SIRX	31068	91	SIRX	460270
12	SIRX	31016	52	SIRX	31069	92	SIRX	460272
13	SIRX	31017	53	SIRX	31070	93	SIRX	460274
14	SIRX	31019	54	SIRX	31071	94	SIRX	460276
15	SIRX	31020	55	SIRX	31072	95	SIRX	460277
16	SIRX	31021	56	SIRX	31073	96	SIRX	460278
17	SIRX	31022	57	SIRX	31074	97	SIRX	460280
18	SIRX	31023	58	SIRX	31075	98	SIRX	460281
19	SIRX	31024	59	SIRX	31076	99	SIRX	460282
20	SIRX	31026	60	SIRX	31077	100	SIRX	460285
21	SIRX	31027	61	SIRX	31078	101	SIRX	465030
22	SIRX	31029	62	SIRX	31081	102	SIRX	465031
23	SIRX	31031	63	SIRX	31082	103	SIRX	465033
24	SIRX	31032	64	SIRX	31083	104	SIRX	475028
25	SIRX	31034	65	SIRX	31084	105	SIRX	475031
26	SIRX	31036	66	SIRX	31085	106	SIRX	475035
27	SIRX	31038	67	SIRX	31087	107	SIRX	475036
28	SIRX	31040	68	SIRX	31088	108	SIRX	475425
29	SIRX	31042	69	SIRX	31089	109	SIRX	475427
30	SIRX	31043	70	SIRX	31090			
31	SIRX	31044	71	SIRX	73613			
32	SIRX	31045	72	SIRX	460212			
33	SIRX	31046	73	SIRX	460228			
34	SIRX	31047	74	SIRX	460230			
35	SIRX	31048	75	SIRX	460233			
36	SIRX	31049	76	SIRX	460234			
37	SIRX	31050	77	SIRX	460235			
38	SIRX	31051	78	SIRX	460236			
39	SIRX	31053	79	SIRX	460237			
40	SIRX	31054	80	SIRX	460238			

EXHIBIT A

COPY OF LEASE

NOT INCLUDED IN THIS FILING