

ALVORD AND ALVORD
ATTORNEYS AT LAW
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Recordation No. 0
RECORDATION No. 20575-A,
pursuant to the

ELIAS C ALVORD (1942)
ELLSWORTH C ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

April 1, 1997

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U S C Section 11301(a), are three (3) copies of an Assignment of Lessor's Interest in Lease, dated as of March 31, 1997, a secondary document as defined in the Board's Rules for the Recordation of Documents, a two (2) copies of a Bill of Sale, dated as of April 1, 1997, also a secondary document.

The enclosed documents relate to the Railcar Lease duly filed with the Board under Recordation Number 20575

The names and addresses of the parties to the enclosed documents are

Assignor

Seller

NorRail, Inc
308 12th Avenue South
Buffalo, Minnesota 55313

Assignee

Purchaser

The First National Bank of Maryland
25 South Charles Street
Baltimore, Maryland

A description of the railroad equipment covered by the enclosed documents is set forth on Schedule A attached to the Assignment and the Bill of Sale

APR 1 2 15 PM 1997
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SURFACE TRANSPORTATION
BOARD

Edwin M. Klein
Edwin M. Klein

Mr. Vernon A. Williams

April 1, 1997

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Also enclosed is a check in the amount of \$48 00 payable to the order of the Surface Transportation Board covering the required recordation fee

Kindly return stamped copies of the enclosed documents to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert W. Alvord", with a long horizontal flourish extending to the right.

Robert W Alvord

RWA/bg
Enclosures

RECORDATION No. 20575-A

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ASSIGNMENT OF LESSOR'S INTEREST IN LEASE

THIS ASSIGNMENT OF LESSOR'S INTEREST IN LEASE (this "Agreement") is made as of this 31st day of March, 1997 by NORRAIL, INC., a Minnesota 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 Railcar Lease Agreement dated as of December 31, 1996 (the "Lease") between Assignor and ConAgra, Inc. (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.

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) the Assignor has not assigned, encumbered or transferred in any way its interest in the Lease; and

(e) 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 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 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:

[Handwritten Signature]

NORRAIL, INC.

By: [Handwritten Signature] (SEAL)
Name:
Title: RUSSELL S ADAMS
Vice President

STATE OF Minnesota, County Wright OF Wright, TO WIT:

I HEREBY CERTIFY, that on this 31st day of March, 1997, before me, the undersigned, a Notary Public of the State of Minnesota, personally appeared Russell S. Adams, who acknowledged himself to be the Vice President of NORRAIL, INC., a Minnesota 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.



[Handwritten Signature]
Notary Public

(SEAL)

My Commission Expires: 1-31-2000

SCHEDULE A

NO.	MARK/NUMBER	DELIVERY DATE
1	NRLX057120	1/28/97
2	NRLX057118	2/01/97
3	NRLX057026	2/08/97
4	NRLX057038	2/08/97
5	NRLX057044	2/08/97
6	NRLX057018	2/08/97
7	NRLX057071	2/10/97
8	NRLX057031	2/15/97
9	NRLX057052	2/15/97
10	NRLX057109	2/16/97
11	NRLX057014	2/16/97
12	NRLX057115	2/17/97
13	NRLX057073	2/19/97
14	NRLX057045	2/20/97
15	NRLX057025	2/20/97
16	NRLX057112	2/23/97
17	NRLX057114	2/25/97
18	NRLX057022	2/26/97
19	NRLX057058	2/26/97
20	NRLX057037	2/28/97
21	NRLX057101	3/03/97
22	NRLX057110	3/04/97
23	NRLX057027	3/04/97