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RECORDATION NO. 21116-E FILED

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SURFACE TRANSPORTATION BOARD

lgitomer@dc.bjllp.com

January 13, 2003

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, DC 20423

Dear Secretary Williams:

I have enclosed two certified copies of the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is an Assignment of Lease, a secondary document, dated as of June 5, 1997. The primary document to which this is connected is recorded under Recordation No. 21116. We request that one copy of this document be recorded under Recordation No. 21116-E.

The names and addresses of the parties to the Assignment of Lease are:

Assignor:

Rail Trusts Equipment, Inc.
P. O. Box 50456
Jacksonville Beach, FL 32250

Assignee:

RTE 1648 Trust
P. O. Box 50456
Jacksonville Beach, FL 32250

A description of the equipment covered by the Assignment of Lease consists of 100 open hopper cars numbered WIMX 97000-97099, inclusive.

BALL JANIK LLP

Honorable Vernon A. Williams
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A fee of \$ 30.00 is enclosed. Please return one copy to:

Louis E. Gitomer
Of Counsel
Ball Janik LLP
Suite 225
1455 F Street, N.W.
Washington, DC 20005

A short summary of the document to appear in the index follows: an Assignment of Lease between Rail Trusts Equipment, Inc., P. O. Box 50456, Jacksonville Beach, FL 32250, and RTE 1648 Trust, P. O. Box 50456, Jacksonville Beach, FL 32250, covering 100 open hopper cars numbered WIMX 97000-97099, inclusive.

Very Truly Yours,



Louis E. Gitomer

Enclosures

RECORDATION NO 21116E FILED

JUN 13 '03

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ASSIGNMENT OF LEASE

SURFACE TRANSPORTATION BOARD

AGREEMENT made this 5th day of June, 1997, between Rail Trusts Equipment, Inc., a Florida corporation, hereinafter referred to as the Assignor, and RTE 1643 Trust, hereinafter referred to as the Assignee.

NOW, THEREFORE, IT IS MUTUALLY AGREED:

1. Assignor hereby assigns, transfers and delivers, for the sum of Ten Dollars (\$10.00), all its right, title and interest under that certain lease dated the 18th day of March, 1997, for property known as railroad cars numbers 97075 thru 97174, wherein the Assignor was named as Landlord, said lease being attached hereto as Exhibit "A" and made a part hereof.

2. The Assignee accepts and assumes all rights, privileges and obligations under the lease hereinabove referred to and covenants with the Assignor to comply with all of the terms and conditions of the subject lease, and to hold Assignor harmless and indemnify it from any loss, damages, or expenses that it might suffer by reason of Assignee's default under said lease.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

WITNESSES:

Rail Trusts Equipment, Inc.

[Signature]
[Signature]

By: [Signature]
Its President

Address:
1661 Beach Boulevard
Jacksonville Beach, FL 32250

"ASSIGNOR"

RTE 1643 TRUST

[Signature]
[Signature]

By: [Signature]
Its Trustee

Address:
1661 Beach Boulevard
Jacksonville, FL 32250

"ASSIGNEE"

