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RECORDATION NO. 21116-F **REC**

JAN 13 '03

3-2090

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 20, 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-F.

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

Assignee:

Banc of America Leasing & Capital LLC, successor by merger to NationsBanc Leasing Corporation
2059 North Lake Parkway, 4th Floor
Tucker, GA 30084-4431

Assignor:

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
January 13, 2003
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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 Banc of America Leasing & Capital LLC, successor by merger to NationsBanc Leasing Corporation, 2059 North Lake Parkway, 4th Floor, Tucker, GA 30084-4431, 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

NationsBank

NationsBank Leasing Corporation

Assignment of Lease

As security for the full and timely performance of our obligations under that certain Master Equipment Lease Agreement 06780-00300 dated June 5, 1997 (collectively, the "Agreement"), between NationsBank Leasing Corporation, as ("Lessor") and the undersigned, RTE 1643 Trust, as ("Lessee") we hereby assign, transfer and convey to NationsBank Leasing Corporation ("Assignee"), its successor and assigns, that certain Railroad Car Lease Agreement (the "Lease") dated March 18, 1997, between Rail Trusts Equipment, Inc., as assigned to the undersigned, as lessor, and Carmeuse Pennsylvania, Inc. ("Lessee"), covering various rail cars as more fully described in the Lease (the "Property") leased and all payments due and to become due thereunder and all our right, title, and interest in and to the Property and all our rights and remedies thereunder, and the right either in Assignee's own behalf or in our name to take all such proceedings, legal equitable, or otherwise, that we might take, save for this assignment.

The original Lease is certified by us to be counterpart number one of one serially numbered, manually executed counterparts. To the extent if any, that said Lease constitutes chattel paper under the Uniform Commercial Code, no security interest may be created through the transfer and possession of any counterpart other than counterpart number one. We warrant that the Lease and all related instruments are genuine and enforceable; the Lease with respect to the Property has been delivered to, and accepted by, the Lessee in condition satisfactory to the Lessee, and we will comply with all our warranties and other obligations to the Lessee.

We hereby agree to indemnify, hold safe and harmless from and against and covenant to defend Assignee against any and all claims, costs, expenses, damages and all liabilities arising from or pertaining to the use, possession or operation of the Property.

We warrant and represent that the Lease is in full force and effect and that we have not assigned nor pledged, and hereby covenant that we will not assign nor pledge, so long as this instrument of assignment shall remain in effect, the whole or any part of the rights hereby assigned, to anyone other than Assignee, its successors or assigns.

Assignee shall have none of our obligations under the Lease.

All our right, title and interest assigned hereunder may be reassigned by Assignee and any subsequent assignee, but only in conjunction with an assignment of the Agreement. It is expressly agreed that, anything herein contained to the contrary notwithstanding, our obligation under the Lease may be performed by Assignee or any subsequent assignee without releasing us therefrom, and Assignee shall not, by reason of this assignment, be obligated to perform any of our obligations under the Lease or to file any claim or take any other action to collect or enforce any payment assigned hereunder.

The covenants, representations and warranties herein set forth are in addition to and not in lieu of those set forth in the Agreement, which are incorporated herein by reference as though fully set forth.

We hereby constitute Assignee, its successors and assigns, our true and lawful attorney, irrevocable, with full power (in our name or otherwise) to ask, require, demand, receive, compound and give acquittance for any and all rents and claims for money due and to become due under, or arising out of the Lease, to endorse any checks or other instruments or orders in connection therewith to file any claims or take any action or institute any proceedings which to Assignee or any subsequent assignee seem necessary or advisable, all without affecting our liability in any manner whatsoever.

We acknowledge this Assignment of the Lease with respect to the Property is the only validly existing and enforceable Assignment thereof, hereby replacing any and all other Assignments thereof.

Dated this 20 day of June, 1997

Witness, our hand and seal.

(Debtor)

RTE 1643 Trust (Lessee)

By: Keith A. Gibbs

Printed Name: Keith A. Gibbs

Title: Trustee

RECORDATION NO. 21116-F FILED

JUN 13 '03

3-20PM

SURFACE TRANSPORTATION BOARD

