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January 17, 1996

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19867-A

VIA OVERNIGHT COURIER

Vernon A. Williams
Secretary
Surface Transportation Board
12th Street and Constitution Avenue
Washington, D.C. 20423

Attention: Janice Fort, Room 2311

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are one original executed copy and two photostatic copies of an Assignment and Assumption Agreement, dated as of January 16, 1996 ("Assignment"), relating to a Memorandum of Lease Agreement, dated as of December 1, 1995 between Johnstown America Industries, Inc., as Lessor and Illinois Central Railroad Company, as Lessee, with respect to that certain Railcar Equipment Lease, dated as of December 1, 1995 and Rider 1 thereto, dated as of December 1, 1995 (the "Memorandum of Lease"), duly recorded and filed with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 under Recordation Number 19867, which Assignment is a secondary document as defined in the Commission's Rules for the Recordation of Documents.

The name and address of the parties to the enclosed Assignment are:

Assignor: Johnstown America Industries, Inc.
980 North Michigan Avenue
Suite 1000
Chicago, Illinois 60610

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Assignee: JAIX Leasing Company
980 North Michigan Avenue
Suite 1000
Chicago, Illinois 60610

A description of the railroad equipment covered by the enclosed document is set forth in Appendix 2 to the Assignment enclosed herein.

Also enclosed is a check in the amount of \$21.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return two stamped photostatic copies of the enclosed document and the stamped photostatic copy of this letter to Mari Y. Regnier at Ross & Hardies, 150 North Michigan Avenue, Suite 3100, Chicago, Illinois 60601.

Following is a short summary of the enclosed document and primary documents and secondary documents to which it relates:

Document to be Recorded

Assignment and Assumption Agreement, dated January 16, 1996 between Johnstown America Industries, Inc., as Assignor, and JAIX Leasing Company, as Assignee, relating to 70 52'6" mill gondola cars.

Primary Documents to Which it Relates

Memorandum of Lease Agreement, dated as of December 1, 1995, between Johnstown America Industries, Inc., as Lessor and Illinois Central Railroad Company, as Lessee, with respect to that certain Railcar Equipment Lease, dated as of December 1, 1995, and Rider 1 thereto, dated as of December 1, 1995, recorded and filed with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 under Recordation Number 19867.

Very truly yours,


Mari Y. Regnier

MYR
w/encl.

cc: Robert W. Kleinman
Susan G. Lichtenfeld

19867-A
FILED 1996

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement, dated as of January 16, 1996, is between Johnstown America Industries, Inc. ("Assignor"), a Delaware corporation, and JAIX Leasing Company ("Assignee"), a Delaware corporation.

RECITAL

Assignor and Assignee have entered into a Purchase Agreement dated as of January 16, 1996 (the "Purchase Agreement"). Pursuant to the Purchase Agreement, Assignor wishes to sell, assign, transfer, and convey to Assignee, and Assignee wishes to purchase, receive and accept, all of Assignor's right, title and interest in and to the owner interests described in Appendix 1 hereto (the "Owner Interests"), relating to the interest in the railcar equipment described in Appendix 2 hereto.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section 1. Assignment of Owner Interests. Assignor hereby sells, assigns, transfers and conveys to Assignee, as of the date hereof, all its right, title and interest in, to and under the Owner Interests; and Assignee hereby accepts and receives all such right, title and interest in, to and under the Owner Interests; subject, however, to the Purchase Agreement and excluding any claim, cause of action, liability or obligation of any nature or description or other right to payment accruing, arising or relating to any period on or prior to the date hereof or payable by reason of any act, event or omission occurring or existing on or prior to the date hereof, whether known or unknown, contingent or otherwise, as of the date hereof, to have and to hold the same unto Assignee, its successors and assigns, forever.

Section 2. Assumption of Liabilities. Assignee assumes, with respect to the periods after the date hereof, all of the duties and obligations of Assignor hereafter accruing or arising incident to the Owner Interests. Assignee confirms, with respect to the periods after the date hereof, that as of the date hereof it shall be deemed a party to those agreements set forth in Appendix 1 hereto to which Assignor is a party, and Assignee agrees to be bound by all the terms of, and to undertake all such obligations of, Assignor contained therein arising after the date hereof.

Section 3. Miscellaneous. Each party to this Agreement shall execute and deliver such instruments, documents and other written information and take such other actions as the other party may reasonably require in order to carry out the intent of this Agreement. This Agreement and all the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument. This Agreement shall be construed in accordance with the laws of the State of Illinois without regard to its conflict of laws doctrine.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement.

JOHNSTOWN AMERICA INDUSTRIES, INC.

By:  _____

Its: Treasurer _____

JAIX LEASING COMPANY

By:  _____

Its: Treasurer _____

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 16th day of January, 1996, before me personally appeared David W. Ripsmeyer to me personally known, who being duly sworn, says that he is a Treasurer of JOHNSTOWN AMERICA INDUSTRIES, INC., that said instrument was signed 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.

[NOTARY SEAL]

Notary Public
Nicole Szlarski

My Commission Expires: 2/7/98

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 16th day of January, 1996, before me personally appeared David W. Ripsmeyer to me personally known, who being duly sworn, says that he is a Treasurer of JAIX LEASING COMPANY, that said instrument was signed 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.

[NOTARY SEAL]

Notary Public
Nicole Szlarski

My Commission Expires: 2/7/98

APPENDIX 1
TO
ASSIGNMENT AND ASSUMPTION AGREEMENT

OWNER INTERESTS

Except as set forth herein, all right, title and interest of Johnstown America Industries, Inc. ("Assignor") in, to and under the Railcar Equipment Lease, dated as of December 1, 1995, between Assignor and Illinois Central Railroad Company (the "Illinois Central Lease").

APPENDIX 2

ASSIGNMENT AND ASSUMPTION AGREEMENT

RAILCAR EQUIPMENT

<u>QUANTITY</u>	<u>NUMBERS</u>	<u>DESCRIPTION</u>
70 Cars	(all inclusive) IC 294900 - IC 294969	52'6" Mill Gondola Cars