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RECORDATION NO. 21165 FILED

DEC 24 '97 10-45 AM

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December 24, 1997

RECORDATION NO. 21165-A FILED

DEC 24 '97 10-45 AM

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 two (2) copies of a Memorandum of Railcar Equipment Lease, dated as of November 24, 1997, a primary document as defined in the Board's Rules for the Recordation of Documents and five (5) copies of an Assignment and Assumption Agreement, dated as of December 23, 1997, a secondary document related.

The names and addresses of the parties to the enclosed document are:

Lessor/Assignor: JAIX Leasing Company  
980 North Michigan Avenue  
Suite 1000  
Chicago, Illinois 60611

Lessee: Central Power and Light Company  
5552 Perkins Road  
Alliance, Nebraska 69301

Assignee: Creditanstalt Holding Corporation  
2 Greenwich Plaza  
Greenwich, Connecticut 06830

A description of the railroad equipment covered by the enclosed document is:

one hundred and twenty (120) Aluminum BethGon Coalporter cars bearing reporting marks  
CSWX 7361 - CSWX 7480, inclusive

*Handwritten notes:*  
J.A.L.  
11/24/97

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Mr. Vernon A. Williams  
December 24, 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 one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "R. Alvord", written in a cursive style.

Robert W. Alvord

RWA/bg  
Enclosures

DEC 24 '97

10-45 AM

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment Agreement") is made and entered into as of December 23, 1997, by JAIX LEASING COMPANY, a Delaware corporation ("Assignor"), and CREDITANSTALT HOLDINGS CORPORATION, a Delaware corporation ("Assignee"), with reference to the following:

WHEREAS, Assignor and Assignee have entered into a Purchase and Sale Agreement, dated as of December \_\_\_\_, 1997 (the "Purchase Agreement"); and

WHEREAS, with respect to periods commencing on and after the Closing Date, Assignor desires to sell and assign to Assignee all of Assignor's right, title and interest in and to the Railcar Equipment Lease dated as of November 24, 1997 between Central Power and Light Company and Assignor (hereinafter the "Lease") and Assignee desires to acquire such right, title and interest in and to the Lease and to assume Assignor's obligations under the Lease.

NOW, THEREFORE, in consideration of the promises herein made and subject to the terms and conditions herein set forth, the parties hereto agree as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the meanings specified in the Purchase Agreement.

2. Assignment. Assignor hereby sells, assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Lease with respect to periods commencing on an after the Closing Date. The assigned rights shall include, without limitation, all of Seller's rights and claims with respect to any loss or damage to any Car which is sustained on or after the Closing Date.

3. Assumption. Assignee hereby accepts the foregoing assignment, and with respect to periods commencing on and after the Closing Date, hereby consents that it shall be a party to the Lease and Assignee hereby assumes, with respect to the period commencing on the Closing Date, Assignor's obligations under the Lease and agrees, to such extent, to be bound by all of the terms of the Lease.

4. Allocation of Revenues and Expenses. Expenses and revenues under the Lease are to be allocated in accordance with the provisions of Section 5 of the Purchase Agreement.

5. Counterparts. This Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. Successors and Assigns. The terms of this Assignment Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

7. Governing Law. This Assignment Agreement shall be construed and enforced in accordance with the laws of the State of New York without regard to its conflict of laws doctrine.

8. Further Assurances. Each party agrees that from time to time after the date hereof, it shall execute and deliver or cause to be executed and delivered such instruments, documents and papers, and take all such further action as may be reasonably required in order to consummate more effectively the purposes of this Assignment Agreement and to implement the transactions contemplated hereby. Assignor covenants and agrees to cooperate with Assignee in connection with any litigation arising with respect to the Lease.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ASSIGNOR

JAIX LEASING COMPANY

By:   
Its President

ASSIGNEE

CREDITANSTALT HOLDINGS CORPORATION

By: \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ASSIGNOR

JAIX LEASING COMPANY

By: \_\_\_\_\_  
Its \_\_\_\_\_

ASSIGNEE

CREDITANSTALT HOLDINGS CORPORATION

By: Mr. Roy Jones  
Its Vice President

By: Robert J. Sussman  
Its VICE PRESIDENT

STATE OF ILLINOIS

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SS:

COUNTY OF COOK

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On this \_\_\_\_\_ day of December, 1997, before me personally appeared Edward J. Whalen, to me personally known, who, being by me duly sworn, acknowledged before me that he is the President of JAIX Leasing Company, and that the foregoing Assignment and Assumption Agreement was signed on behalf of said corporation by authority of its Board of Directors. Further, he acknowledged before me that the execution of the foregoing Assignment and Assumption Agreement was the free act and deed of said corporation.



Susan Lifvendahl  
 Notary Public

[Notarial Seal]

My commission expires: 3/21/99

