

20295-A

OCT 7 - 1996 - 3 PM

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement, dated as of September 26, 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 September 26, 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.

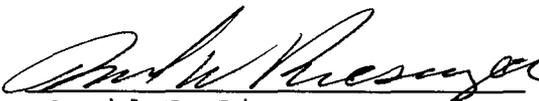
IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement.

JOHNSTOWN AMERICA INDUSTRIES, INC.

By: 
David W. Riesmeyer

Its: Vice President and Treasurer

JAIX LEASING COMPANY

By: 
David W. Riesmeyer

Its: Treasurer

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 27th day of September, 1996, before me personally appeared David W. Riesmeyer, to me personally known, who being duly sworn, says that he is a Vice President 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

♦♦♦♦♦
"OFFICIAL SEAL"
SUSAN LIFVENDAHL
Notary Public, State of Illinois
My Commission Expires 3/21/99
♦♦♦♦♦

Notary Public

[NOTARY SEAL]

My Commission Expires:

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 27th day of September, 1996, before me personally appeared David W. Riesmeyer, 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 Public

[NOTARY SEAL]

My Commission Expires:

♦♦♦♦♦
"OFFICIAL SEAL"
SUSAN LIFVENDAHL
Notary Public, State of Illinois
My Commission Expires 3/21/99
♦♦♦♦♦

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 Full Service Railroad Equipment Lease, dated as of September __, 1996, between Assignor and Mark VII, Inc. (the "Mark VII Lease").

APPENDIX 2

ASSIGNMENT AND ASSUMPTION AGREEMENT

RAILCAR EQUIPMENT

<u>QUANTITY</u>	<u>NUMBERS</u>	<u>DESCRIPTION</u>
140 Cars	JAIX 96100 - 96239 (Inclusive)	5400 c.f. Aluminum Grainporter™ Cars