

RECORDATION NO. 23492 FILED

MAY 22 '01 10-20 AM

SURFACE TRANSPORTATION BOARD

LAW OFFICES

ROSS & HARDIES

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

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65 EAST 55TH STREET
NEW YORK, NEW YORK 10022-3219
212-421-5555
888 SIXTEENTH STREET, N.W.
WASHINGTON, D.C. 20006-4103
202-296-8600

SUSAN G. LICHTENFELD

May 22, 2001

Via Messenger Delivery

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, N.W., Suite 700
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two original executed copies and two photostatic copies of an Interim User Agreement (the "Agreement"), between Johnstown America Corporation and MHF-LS Equipment, Inc., dated as of May 1, 2001, which Agreement is a primary document as defined in the Commissioner's Rules for the Recordation of Documents.

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

Owner: Johnstown America Corporation
17 Johns Street
Johnstown, PA 15901

User: MHF-LS Equipment, Inc.
129 McCarrell Lane
Zelienople, PA 16063

The Agreement relates to 30 articulated bulk container railcars marked as follows:

MHFX 516237 - MHFX 516266 (both inclusive)

Also enclosed is a check in the amount of \$28.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Mr. Vernon A. Williams
May 22, 2001
Page 2

Kindly return one stamped original copy and two stamped photostatic copies of the enclosed document and the stamped photostatic copy of this letter to Susan G. Lichtenfeld at Ross & Hardies, 150 North Michigan Avenue, Suite 2500, Chicago, Illinois 60601.

Following is a short summary of the enclosed document:

Document to be Recorded

Interim User Agreement, dated as of May 1, 2001, between Johnstown America Corporation, Owner, and MHF-LS Equipment, Inc., User, relating to the 30 articulated bulk container railcars identified therein.

Very truly yours,


Susan G. Lichtenfeld

SGL:vgc
w/encl.

cc: Robert W. Kleinman
Bret R. Klemetson

MAY 22 '01 10:20 AM

MEMORANDUM OF INTERIM USER AGREEMENT **SURFACE TRANSPORTATION BOARD**

THIS MEMORANDUM OF INTERIM USER AGREEMENT dated as of this 1st day of May, 2001, is made by JOHNSTOWN AMERICA CORPORATION, a Delaware corporation, with an address at 17 Johns Street, Johnstown, Pennsylvania 15901("Johnstown") and MHF-LS EQUIPMENT, INC., a Pennsylvania corporation, with an address at 129 McCarrell Lane, Zelienople, Pennsylvania 16063 (the "User" and, together with Johnstown, the "Parties").

KNOW ALL PERSONS BY THESE PRESENTS THAT:

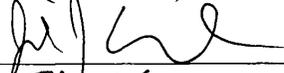
WHEREAS, Johnstown and the User entered into that certain Interim User Agreement (the "Agreement") dated as of the date hereof covering the equipment listed on Schedule 1 hereto (the "Equipment");

WHEREAS, the Parties wish to show for the public record the existence of the aforesaid Agreement, and the respective interests therein of the Parties and accordingly the Parties have caused this Memorandum to be executed by their respective duly authorized officers, as of the date first above written.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties hereto, by this instrument the User hereby confirms its use of the Equipment in accordance with the terms and conditions of the Agreement, and the User confirms and accepts such terms and conditions, which are incorporated by reference as if fully set forth herein.

IN WITNESS WHEREOF, each of the undersigned has caused this Memorandum to be executed by a duly authorized officer as of the day and year first above written.

MHF-LS EQUIPMENT, INC.

By: 
Name: John J. Evanko
Title: President

JOHNSTOWN AMERICA CORPORATION

By: _____
Name: _____
Title: _____

MEMORANDUM OF INTERIM USER AGREEMENT

THIS MEMORANDUM OF INTERIM USER AGREEMENT dated as of this 1st day of May, 2001, is made by JOHNSTOWN AMERICA CORPORATION, a Delaware corporation, with an address at 17 Johns Street, Johnstown, Pennsylvania 15901("Johnstown") and MHF-LS EQUIPMENT, INC., a Pennsylvania corporation, with an address at 129 McCarrell Lane, Zelienople, Pennsylvania 16063 (the "User" and, together with Johnstown, the "Parties").

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, Johnstown and the User entered into that certain Interim User Agreement (the "Agreement") dated as of the date hereof covering the equipment listed on Schedule 1 hereto (the "Equipment");

WHEREAS, the Parties wish to show for the public record the existence of the aforesaid Agreement, and the respective interests therein of the Parties and accordingly the Parties have caused this Memorandum to be executed by their respective duly authorized officers, as of the date first above written.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties hereto, by this instrument the User hereby confirms its use of the Equipment in accordance with the terms and conditions of the Agreement, and the User confirms and accepts such terms and conditions, which are incorporated by reference as if fully set forth herein.

IN WITNESS WHEREOF, each of the undersigned has caused this Memorandum to be executed by a duly authorized officer as of the day and year first above written.

MHF-LS EQUIPMENT, INC.

By: _____
Name: _____
Title: _____

JOHNSTOWN AMERICA CORPORATION

By: Edward J. Wilson
Name: EDWARD J. WILSON
Title: SENIOR VICE PRESIDENT MARKETING AND SALES

SCHEDULE 1
TO THE MEMORANDUM OF INTERIM USER AGREEMENT
DATED MAY 1, 2001

EQUIPMENT

30 articulated bulk container cars bearing the following road marks and numbers:

MHFX 516237 - MHFX 516266 (both inclusive)

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF Allegheny BUTLER)

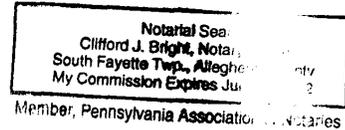
On this 18 day of May, 2001 before me personally appears John F. Ewanko, to me personally known, who by me duly sworn, says that he/she is the President of MHF-LS EQUIPMENT, INC. (the "Company"), that the foregoing instrument was signed on behalf of the said Company by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of the said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Clifford J. Bright
Notary Public

[SEAL]

My Commission expires: 7-11-2002



STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 2/5/01 day of May, 2001 before me personally appears Edward J. Whalen, to me personally known, who by me duly sworn, says that he is a Vice President of JOHNSTOWN AMERICA CORPORATION (the "Company"), that the foregoing instrument was signed on behalf of the said Company by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of the said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Charline Harders
Notary Public

My Commission expires: 8-28-04