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April 2, 2010

RECORDATION NO. 29228 FILED

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423

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SURFACE TRANSPORTATION BOARD

Dear Section Chief:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Assignment and Assumption Agreement, dated as of March 31, 2010, a primary document as defined in the Board's Rules for the Recordation of Documents.

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

Assignor:	JAIX Leasing Company Two North Riverside Plaza Suite 1250 Chicago, Illinois 60606
Assignee:	Midwest Railcar Corporation 4949 Autumn Oaks Drive, Suite B. Maryville, Illinois 62062

Chief, Section of Administration
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A description of the railroad equipment covered by the enclosed document is:

60 triple hopper aggregate cars within the series JAIX 820001 - JAIX 820134 as more particularly set forth in the equipment schedule attached to the document.

A short summary of the document to appear in the index is:

Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$41 00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/sem
Enclosures

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ASSIGNMENT AND ASSUMPTION AGREEMENT

SURFACE TRANSPORTATION BOARD

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment Agreement") is made and entered into as of March 31, 2010, by JAIX LEASING COMPANY, a Delaware corporation ("Assignor"), and MIDWEST RAILCAR CORPORATION, an Illinois corporation ("Assignee"), with reference to the following:

WHEREAS, Assignor and Assignee have entered into a Purchase Agreement, dated as of March 31, 2010 (the "Purchase Agreement"), pursuant to which Assignor shall sell, assign, transfer and convey to Assignee, and Assignor shall purchase, receive and accept, all of Assignor's right, title and interest in and to 60 Steel Triple Hopper Aggregate cars with MegaFlo Independent Automatic Door Systems described in Appendix 1 hereto (the "Cars"); and

WHEREAS, with respect to periods commencing on and after the date hereof, Assignor desires to sell and assign to Assignee all of Assignor's right, title and interest in and to (a) the Full Service Railcar Equipment Lease dated as of October 22, 2009 (the "Equipment Lease") between Aggregates USA (Macon), LLC (successor-in-interest to Ready Mix USA, LLC d/b/a Aggregates USA, Georgia Division) and Assignor and Amended Rider 1 thereto dated March 1, 2010 ("Rider 1", collectively with the Equipment Lease as it pertains only to the Cars, are hereinafter referred to as the "Lease"), (b) Certificates of Acceptance dated February 24, 2010 delivered by Lessee to Seller (the "Certificates of Acceptance"), (c) the Marketing Agreement dated as of October 22, 2009 by and between JAIX Leasing Company and Helm Financial Corporation (the "Marketing Agreement"), and (d) the Assignment and Assumption Agreement dated as of March 1, 2010 by and between Ready Mix USA, LLC d/b/a Aggregates USA, Georgia Division, as assignor, Lessee, as assignee and Assignor, as lessor (the "Lessee's Assignment Agreement"; the Lessee's Assignment Agreement, collectively with the Certificates of Acceptance, the Marketing Agreement, and the Lease, are hereinafter collectively referred to as the "Lease Documents"), to the extent relating to the Cars, 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 Documents, with respect to periods commencing on and after the date hereof. 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 date hereof.
3. Assumption. Assignee hereby accepts the foregoing assignment, and with respect to periods commencing on and after the date hereof, hereby consents that it shall be a party to the Lease Documents and Assignee hereby assumes, with respect to the period commencing on the

date hereof, Assignor's obligations under the Lease Documents and agrees, to such extent, to be bound by all of the terms of the Lease Documents.

4. Allocation of Revenues and Expenses. Expenses and revenues under the Lease Documents are to be allocated in accordance with the provisions of Section 6 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 Illinois 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.

[SIGNATURE PAGE FOLLOWS]

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:

ASSIGNEE:

JAIX LEASING COMPANY

MIDWEST RAILCAR CORPORATION

By: *Theodore W. Baun*

By: _____

Theodore W. Baun

Richard M. Folio

Its: Vice President

Its: Executive Vice President

STATE OF ILLINOIS)

) SS:

CITY/COUNTY OF COOK)

On this 31st day of March, 2010, before me, a Notary Public of the City/County and State aforesaid, personally appeared Theodore W. Baun, to me personally known, who being by me duly sworn, says that he is the Vice President of JAIX LEASING COMPANY, a Delaware corporation, that the seal affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed 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.

AS WITNESS my hand and notarial seal

Richard M. Folio

Notary Public

My commission expires:

August 24, 2011



STATE OF MARYLAND)

) SS:

CITY OF BALTIMORE)

On this 30th day of March, 2010, before me, a Notary Public of the City and State aforesaid, personally appeared Richard M. Folio, to me personally known, who being by me duly sworn, says that he is the Executive Vice President of Midwest Railcar Corporation, an Illinois corporation, that the seal affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed 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.

AS WITNESS my hand and notarial seal


Notary Public

My commission expires:



ANN TRINETTE WASHINGTON
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires 10/12/2012

**APPENDIX 1
TO THE
ASSIGNMENT AND ASSUMPTION AGREEMENT**

Description	Number of Cars	Car Marks and Numbers
Steel Triple Hopper Aggregate with MegaFlo Independent Automatic Door Systems manufactured by FreightCar America, Inc. in November, 2008	60	See below

JAIX	820001
JAIX	820007
JAIX	820011
JAIX	820012
JAIX	820013
JAIX	820014
JAIX	820015
JAIX	820016
JAIX	820021
JAIX	820022
JAIX	820023
JAIX	820027
JAIX	820028
JAIX	820029
JAIX	820033
JAIX	820039
JAIX	820054
JAIX	820055
JAIX	820056
JAIX	820057
JAIX	820058
JAIX	820059
JAIX	820060
JAIX	820061
JAIX	820062
JAIX	820063
JAIX	820068
JAIX	820069
JAIX	820070
JAIX	820072
JAIX	820083

JAIX	820084
JAIX	820085
JAIX	820086
JAIX	820087
JAIX	820088
JAIX	820089
JAIX	820090
JAIX	820091
JAIX	820092
JAIX	820098
JAIX	820099
JAIX	820100
JAIX	820101
JAIX	820102
JAIX	820103
JAIX	820104
JAIX	820105
JAIX	820106
JAIX	820107
JAIX	820108
JAIX	820109
JAIX	820110
JAIX	820111
JAIX	820112
JAIX	820113
JAIX	820114
JAIX	820115
JAIX	820116
JAIX	820134

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 4/2/10



Robert W Alvord