

9-142A010

RECORDATION NO. 16306-A FILED 1425

TAFT, STETTINIUS & HOLLISTER

1800 STAR BANK CENTER

CINCINNATI, OHIO 45202

513 381-2838

CABLE: TAFTHOL TWX: 810-461-2623

TELECOPIERS:
513-381-0205
513-381-3363
513-381-4865

MAY 22 1989 -11 15 AM

INTERSTATE COMMERCE COMMISSION

SUITE 1000 - 33 NORTH HIGH STREET
COLUMBUS, OHIO 43215
614-221-2838

WASHINGTON, D. C. OFFICE
SUITE 800-1620 EYE STREET, N. W.
WASHINGTON, D. C. 20006
202-785-1620

COVINGTON, KENTUCKY OFFICE
SUITE 340 -1717 DIXIE HIGHWAY
COVINGTON, KENTUCKY 41011
606-331-2838
513-381-2838

May 19, 1989

FEDERAL EXPRESS

Ms. Noretta R. McGee
Secretary
Interstate Commerce Commission
12th Street & Constitution Avenue, N.W.
Washington, D.C. 20423

Date _____

Fee \$ _____

ICC Washington, D. C.

MAY 22 10 55 AM '89
FEDERAL EXPRESS UNIT

Dear Ms. McGee:

I have enclosed herewith an original and one copy of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is an Assignment Letter, a secondary document, dated December 29, 1988. The primary document to which the Assignment Letter relates is recorded under Recordation No. 16306.

The names and addresses of the parties to the document are as follows:

Assignor: The David J. Joseph Company
300 Pike Street
Cincinnati, Ohio 45202

Asignee : Fifth Third Bank
38 Fountain Square Plaza
Cincinnati, Ohio 45263

Lessee : Canadian Pacific Limited
P.O. Box 6042
Windsor Station
Montreal, Quebec, Canada H3C 3E4

Ms. Noreta R. McGee
May 19, 1989
Page 2

A brief description of the equipment covered by the document follows:

Two hundred fifty (250) 50' 6" Plate "B" Boxcars bearing reporting marks in the following series: QC 210600-210734; QC 210500-210539; and QC 210775-210849.

A fee of \$13.00 is enclosed. Please return the stamped original, executed copy of the enclosed documents and a stamped photostatic copy of this letter to:

Philip F. Schultz, Esq.
Taft, Stettinius & Hollister
1800 Star Bank Center
Cincinnati, Ohio 45202

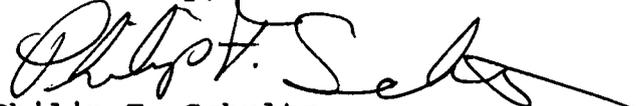
For your convenience, I have enclosed herewith a self addressed Federal Express envelope for you to use for this purpose.

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

Assignment Letter among the David J. Joseph Company, 300 Pike Street, Cincinnati, Ohio 45202, as Assignor, Fifth Third Bank, 38 Fountain Square Plaza, Cincinnati, Ohio 45263, as Assignee, and Canadian Pacific Limited, P.O. Box 6042, Windsor Station, Montreal, Quebec, Canada H3C 3E4, as Lessee dated December 29, 1988 and covering two hundred fifty (250) 50' 6" Plate "B" Boxcars.

Please call me if you should have any questions.

Yours truly,



Philip F. Schultz
Attorney for the David
J. Joseph Company

PFS/lsc
Enclosures

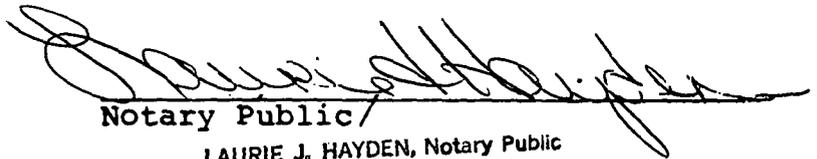
RECORDATION NO. 16306-A FILED 1428

CERTIFICATE

MAY 22 1989 - 11 15 AM

INTERSTATE COMMERCE COMMISSION

The undersigned, Laurie J. Hayden, a notary public in and for the County of Hamilton, State of Ohio, hereby certifies that the copy of the document attached hereto has been compared with the original and that the undersigned has found the copy to be complete and identical in all respects to the original document.



Notary Public

LAURIE J. HAYDEN, Notary Public
In and for the State of Ohio
My Commission Expires Aug. 1, 1989

ASSIGNMENT LETTER

Canadian Pacific Limited
P.O. Box 6042
Windsor Station
Montreal, Quebec
CANADA H3C 3E4

RECORDATION NO

FILED 1423

16306-A
MAY 22 1989 -11 15 AM

INTERSTATE COMMERCE COMMISSION

Gentlemen:

The David J. Joseph Company ("DJJ") has entered into a Railcar Purchase and Lease Assignment Agreement (the "Purchase and Assignment Agreement") with The Fifth Third Bank ("Assignee"), pursuant to which DJJ will sell all of its right, title and interest in and to the railroad cars (the "Cars") described on that certain Equipment Schedule No. 4 to Lease Agreement dated December 28, 1988 (the "Equipment Schedule No. 4"), which is attached to and made a part of, and supplements and amends, that certain Lease Agreement dated as of April 1, 1988, as amended (the "Lease"), between DJJ and Canadian Pacific Limited ("CP").

In connection with the transactions contemplated by the Purchase and Assignment Agreement, DJJ requests CP's agreement to the following:

1. The "Effective Date" of the terms and provisions of this letter shall be the day upon which CP receives (via telecopy with hard copy to follow) a copy of this letter executed by Assignee in the space provided below.
2. On the Effective Date, Equipment Schedule No. 4 shall be, and hereby is, deleted in its entirety from the Lease, and the Cars described thereon shall be, and hereby are, leased by CP from Assignee upon and subject to all of the terms and provisions of the Lease (as amended by Equipment Schedule No. 4, but excluding the terms and provisions of all other Schedules, as defined in the Lease), all of which terms and provisions are by this reference incorporated into this letter as though fully rewritten herein, except that:
 - (a) except as provided in paragraphs (b) and (c) below, all references to "Lessor" shall be deemed to refer to Assignee;
 - (b) DJJ shall continue to be responsible for all of Lessor's obligations described in Section 6 of the Lease, and CP shall, and hereby agrees to, indemnify and hold harmless Assignee from and against any and

all claims of CP for any breach of any of the provisions described in Section 6 of the Lease; and

(c) amounts described in Section 11 of the Lease which are payable by Lessee to Lessor with respect to the Cars described on Equipment Schedule No. 4 shall continue to be payable to DJJ.

3. Except as specifically set forth herein, the Lease shall remain unchanged and in full force and effect.

Please indicate your agreement with the foregoing by signing three (3) copies of this letter, in the presence of two witnesses and a notary, in the space provided below and return all three (3) copies to DJJ.

Very truly yours,

THE DAVID J. JOSEPH COMPANY

Signed and acknowledged in the presence of:

Joe R. McIntyre
as to DJJ
Thomas S. Newton
as to DJJ

BY: James E. Eust

DATE: Dec 29, 1988

The terms and provisions of the foregoing letter are acknowledged and agreed to by:

CANADIAN PACIFIC LIMITED

Signed and acknowledged in the presence of:

Francine Cote
As to CP
Mario Di Chio
As to CP

BY: J. K. Hedie

DATE: Dec. 29, 1988

The terms and provisions of the foregoing letter are acknowledged and agreed to by:

Signed and acknowledged in the presence of:

As to Assignee

As to Assignee

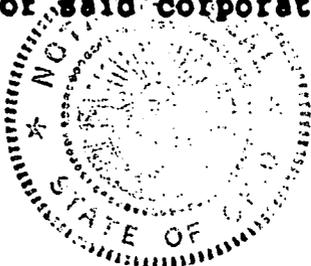
ASSIGNEE:

BY: _____

DATE: _____

STATE OF Ohio)
COUNTY OF Hamilton) SS:

On this 29th day of December, 1988, before me personally appeared James R. Brett, to me personally known, who being by me duly sworn says that such person is Chairman of The David J. Dorsch Co., that the foregoing letter was signed on behalf of said corporation by authority of its Board of Directors, and such person acknowledged today that the execution of the foregoing letter was the free act and deed of said corporation.



Sandra L. Reuter
Notary Public

SANDRA L. REUTER
Notary Public, State of Ohio
My Commission Expires Nov. 18, 1990

PROVINCE OF QUEBEC)
COUNTY OF HOCHELAGA) SS:

On this 29th day of DECEMBER, 1987, before me personally appeared J. K. LESLIE, to me personally known, who being by me duly sworn says that such person is CHIEF OF TRANSPORTATION of CANADIAN PACIFIC LIMITED, that the foregoing letter was signed on behalf of said corporation by authority of its Board of Directors, and such person acknowledged today that the execution of the foregoing letter was the free act and deed of said corporation.

Gracie H. Reuter
Notary Public
MY COMMISSION IS FOR LIFE
Gracie

all claims of CP for any breach of any of the provisions described in Section 6 of the Lease; and

(c) amounts described in Section 11 of the Lease which are payable by Lessee to Lessor with respect to the Cars described on Equipment Schedule No. 4 shall continue to be payable to DJJ.

3. Except as specifically set forth herein, the Lease shall remain unchanged and in full force and effect.

Please indicate your agreement with the foregoing by signing three (3) copies of this letter, in the presence of two witnesses and a notary, in the space provided below and return all three (3) copies to DJJ.

Very truly yours,

THE DAVID J. JOSEPH COMPANY

Signed and acknowledged in the presence of:

Jerre R. McIntyre
as to DJJ

BY: James B. [Signature]

DATE: Dec. 29, 1988

as to DJJ

The terms and provisions of the foregoing letter are acknowledged and agreed to by:

CANADIAN PACIFIC LIMITED

Signed and acknowledged in the presence of:

Francine Cote

BY: P. K. [Signature]

As to CP
Mania A. [Signature]

DATE: Chief of Transportation

As to CP

DATE: Dec. 29, 1988

The terms and provisions of the foregoing letter are acknowledged and agreed to by:

Signed and acknowledged in the presence of:

Philip T. [Signature]

ASSIGNEE: THE FIFTH THIRD BANK

As to Assignee

BY: [Signature]

Jerre R. McIntyre

DATE: December 29, 1988

As to Assignee

STATE OF OHIO }
COUNTY OF HAMILTON } SS:

On this 29th day of December, 1958, before me personally appeared David A. Jackson, to me personally known, who being by me duly sworn, says that such person is Vice President of The Fifth Third Bank, that the foregoing letter was signed on behalf of said corporation by authority of its Board of Directors, and such person acknowledged today that the execution of the foregoing letter was the free act and deed of said corporation.

BARBARA A. WINTENBURG
Notary Public

BARBARA A. WINTENBURG, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My Commission has no expiration
date, Section 147.03 O.R.C.

PROVINCE OF QUEBEC }
COUNTY OF HOCHELAGA } SS:

On this 29TH day of DECEMBER, 1958, before me personally appeared J. K. LESLIE, to me personally known, who being by me duly sworn says that such person is CHIEF OF TRANSPORTATION of CANADIAN PACIFIC LIMITED, that the foregoing letter was signed on behalf of said corporation by authority of its Board of Directors, and such person acknowledged today that the execution of the foregoing letter was the free act and deed of said corporation.

Andee' H. ...
Notary Public

MY COMMISSION IS FOR LIFE

OH