

TAFT, STETTINIUS & HOLLISTER

1800 STAR BANK CENTER
425 WALNUT STREET
CINCINNATI, OHIO 45202-3957

WASHINGTON, D.C. OFFICE
SUITE 500 — 625 INDIANA AVENUE, N.W.
WASHINGTON, D.C. 20004-2901
202-628-2838
FAX: 202-347-3419

513-381-2838
CABLE: TAFTHOL TWX: 810-461-2623
FAX: 513-381-0205

COLUMBUS, OHIO OFFICE
21 EAST STATE STREET
COLUMBUS, OHIO 43215-4221
614-221-2838
FAX: 614-221-2007

NORTHERN KENTUCKY OFFICE
THOMAS MORE CENTRE
2670 CHANCELLOR DRIVE
CRESTVIEW HILLS, KENTUCKY 41017-3491
606-331-2838
513-381-2838
FAX: 513-381-6613

PHILIP F. SCHULTZ
513-357-9396

May 4, 1994

FEDERAL EXPRESS

Interstate Commerce Commission
12th St. and Constitution Ave., N.W.
Washington, D.C. 20423
ATTN: Mildred Lee
Room 2303

RECORDATION NO. 18800 FILED 1425
MAY 5 - 1994 2:55 PM
INTERSTATE COMMERCE COMMISSION

Dear Ms. Lee:

I have enclosed 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 Master Lease Agreement (with Master Lease Schedule No. 001 attached), a primary document, dated April 30, 1994. The names and addresses of the parties to the document are as follows:

Lessee: The David J. Joseph Company
300 Pike Street
Cincinnati, OH 45202

Lessor: Society Equipment Leasing Company
127 Public Square #0607
Cleveland, OH 44114-1306

The equipment covered by the enclosed Master Lease Agreement (with Master Lease Schedule No. 001 attached) is 324 100-ton, 4,000 cubic foot Steel Thrall Gondola Railcars bearing the reporting marks set forth on the attached Exhibit A.

A fee of \$18.00 is enclosed. Please return the original Master Lease Agreement (with Master Lease Schedule No. 001 attached) to the undersigned at the following address:

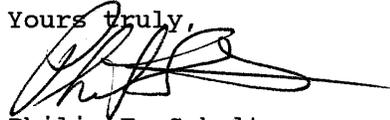
Philip F. Schultz, Esq.
Taft, Stettinius & Hollister
1800 Star Bank Center
425 Walnut Street
Cincinnati, OH 45202-3957

Interstate Commerce Commission
May 4, 1994
Page 2

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

Master Lease Agreement (with Master Lease Schedule No. 001 attached) between The David J. Joseph Company, 300 Pike Street, Cincinnati, Ohio 45202, as Lessee, and Society Equipment Leasing Company, 127 Public Square, #0607, Cleveland, Ohio 44114-1306, as Lessor, dated April 30, 1994 and covering 324 100-ton, 4,000 cubic foot Steel Thrall Gondola Railcars.

Yours truly,



Philip F. Schultz
Attorney for Society Equipment
Leasing Company

PFS/lsc
Enclosure

EXHIBIT A
CAR LISTING

CAR NUMBER		CAR NUMBER		CAR NUMBER	
DJJX	13187	DJJX	13239	DJJX	13288
DJJX	13188	DJJX	13240	DJJX	13289
DJJX	13189	DJJX	13241	DJJX	13290
DJJX	13190	DJJX	13242	DJJX	13291
DJJX	13191	DJJX	13243	DJJX	13292
DJJX	13192	DJJX	13244	DJJX	13293
DJJX	13193	DJJX	13245	DJJX	13294
DJJX	13195	DJJX	13246	DJJX	13295
DJJX	13196	DJJX	13247	DJJX	13296
DJJX	13197	DJJX	13248	DJJX	13297
DJJX	13198	DJJX	13249	DJJX	13298
DJJX	13199	DJJX	13250	DJJX	13299
DJJX	13200	DJJX	13251	DJJX	13300
DJJX	13201	DJJX	13252	DJJX	13301
DJJX	13202	DJJX	13253	DJJX	13302
DJJX	13203	DJJX	13254	DJJX	13303
DJJX	13204	DJJX	13255	DJJX	13304
DJJX	13205	DJJX	13256	DJJX	13305
DJJX	13206	DJJX	13257	DJJX	13306
DJJX	13207	DJJX	13258	DJJX	13307
DJJX	13208	DJJX	13259	DJJX	13308
DJJX	13209	DJJX	13260	DJJX	13309
DJJX	13210	DJJX	13261	DJJX	13310
DJJX	13211	DJJX	13262	DJJX	13311
DJJX	13212	DJJX	13263	DJJX	13312
DJJX	13213	DJJX	13264	DJJX	8590
DJJX	13214	DJJX	13265	DJJX	8591
DJJX	13215	DJJX	13266	DJJX	8592
DJJX	13216	DJJX	13267	DJJX	8593
DJJX	13218	DJJX	13268	DJJX	8594
DJJX	13219	DJJX	13269	RLMX	6005
DJJX	13220	DJJX	13270	RLMX	6014
DJJX	13221	DJJX	13271	RLMX	6017
DJJX	13222	DJJX	13272	RLMX	6019
DJJX	13224	DJJX	13273	RLMX	6023
DJJX	13225	DJJX	13274	RLMX	6039
DJJX	13226	DJJX	13275	RLMX	6042
DJJX	13227	DJJX	13276	RLMX	6043
DJJX	13228	DJJX	13277	RLMX	6044
DJJX	13229	DJJX	13278	RLMX	6046
DJJX	13230	DJJX	13279	RLMX	6053
DJJX	13231	DJJX	13280	RLMX	6063
DJJX	13232	DJJX	13281	RLMX	6070
DJJX	13233	DJJX	13282	RLMX	6096
DJJX	13234	DJJX	13283	RLMX	6099
DJJX	13235	DJJX	13284	RLMX	6100
DJJX	13236	DJJX	13285	RLMX	6105
DJJX	13237	DJJX	13286	RLMX	6106
DJJX	13238	DJJX	13287	RLMX	6109
		DJJX	13287		

EXHIBIT A
CAR LISTING

<u>CAR NUMBER</u>		<u>CAR NUMBER</u>		<u>CAR NUMBER</u>	
RLMX	6119	RLMX	6678	RLMX	8131
RLMX	6121	RLMX	6682	RLMX	8132
RLMX	6140	RLMX	6684	RLMX	8138
RLMX	6141	RLMX	6688	RLMX	8142
RLMX	6143	RLMX	6690	RLMX	8144
RLMX	6162	RLMX	6691	RLMX	8145
RLMX	6164	RLMX	6697	RLMX	8148
RLMX	6165	RLMX	6815	RLMX	8149
RLMX	6170	RLMX	8001	RLMX	8152
RLMX	6173	RLMX	8004	RLMX	8154
RLMX	6175	RLMX	8006	RLMX	8156
RLMX	6182	RLMX	8015	RLMX	8158
RLMX	6187	RLMX	8016	RLMX	8159
RLMX	6191	RLMX	8022	RLMX	8161
RLMX	6196	RLMX	8026	RLMX	8166
RLMX	6200	RLMX	8027	RLMX	8168
RLMX	6203	RLMX	8028	RLMX	8174
RLMX	6204	RLMX	8030	RLMX	8190
RLMX	6206	RLMX	8034	RLMX	8193
RLMX	6216	RLMX	8037	RLMX	8198
RLMX	6217	RLMX	8041	RLMX	8199
RLMX	6228	RLMX	8048	RLMX	8213
RLMX	6257	RLMX	8050	RLMX	8214
RLMX	6264	RLMX	8052	RLMX	8220
RLMX	6266	RLMX	8054	RLMX	8221
RLMX	6268	RLMX	8055	RLMX	8222
RLMX	6271	RLMX	8060	RLMX	8225
RLMX	6276	RLMX	8062	RLMX	8227
RLMX	6277	RLMX	8065	RLMX	8230
RLMX	6278	RLMX	8066	RLMX	8232
RLMX	6279	RLMX	8071	RLMX	8238
RLMX	6282	RLMX	8078	RLMX	8241
RLMX	6289	RLMX	8080	RLMX	8243
RLMX	6290	RLMX	8081	RLMX	8244
RLMX	6292	RLMX	8085	RLMX	8247
RLMX	6509	RLMX	8090	RLMX	8281
RLMX	6552	RLMX	8091	RLMX	8283
RLMX	6601	RLMX	8092	RLMX	8285
RLMX	6610	RLMX	8094	RLMX	8288
RLMX	6612	RLMX	8097	RLMX	8294
RLMX	6627	RLMX	8101	RLMX	8298
RLMX	6630	RLMX	8102	RLMX	8300
RLMX	6634	RLMX	8104	RLMX	8304
RLMX	6636	RLMX	8108	RLMX	8307
RLMX	6640	RLMX	8113	RLMX	8315
RLMX	6644	RLMX	8115	RLMX	8320
RLMX	6648	RLMX	8123	RLMX	8323
RLMX	6660	RLMX	8127	RLMX	8324
RLMX	6664	RLMX	8128	RLMX	8331
RLMX	6668	RLMX	8130	RLMX	8333

EXHIBIT A
CAR LISTING

<u>CAR NUMBER</u>		<u>CAR NUMBER</u>		<u>CAR NUMBER</u>	
RLMX	8335	RLMX	8361	RLMX	8390
RLMX	8336	RLMX	8364	RLMX	8391
RLMX	8343	RLMX	8367	RLMX	8396
RLMX	8351	RLMX	8371	RLMX	8400
RLMX	8352	RLMX	8372	RLMX	8406
RLMX	8353	RLMX	8374	RLMX	8414
RLMX	8357	RLMX	8380	RLMX	8421
RLMX	8359	RLMX	8383	RLMX	8428
RLMX	8360	RLMX	8388	RLMX	8442

RECORDATION NO. 18800 FILED 1425

MAY 5 - 1994 - 2 55 PM

INTERSTATE COMMERCE COMMISSION

CERTIFICATE

The undersigned, Suzanne F. Inderhees, 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

SUZANNE F. INDERHEES
Notary Public, State of Ohio
My Commission Expires June 8, 1998

RECORDATION NO. **18800** FILED 1425

MAY 5 - 1994 - 2 55 PM

INTERSTATE COMMERCE COMMISSION

MASTER LEASE AGREEMENT
(Gondola Railcars)

Dated as of April 30, 1994

between

SOCIETY EQUIPMENT LEASING COMPANY,
Lessor

and

THE DAVID J. JOSEPH COMPANY,
Lessee

324 - 100 Ton, 4000 cf Steel Thrall
Gondola Railcars

Filed with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 on _____, 1994, at ____: ____ .M. Recordation Number _____

MASTER LEASE AGREEMENT NO. 00001116

THIS LEASE, made this 30th day of April, 1994, by and between **SOCIETY EQUIPMENT LEASING COMPANY** (hereinafter called "Lessor"), and **THE DAVID J. JOSEPH COMPANY** (hereinafter called "Lessee").

W I T N E S S E T H:

For and in consideration of the mutual covenants and promises hereinafter set forth, Lessor and Lessee agree as follows:

1. **LEASE.** Lessor hereby leases to Lessee and Lessee leases from Lessor all machinery, equipment and other personal property ("Equipment") described in each Master Lease Schedule ("Schedule") executed now or hereafter by Lessor and Lessee. Each such Schedule shall be attached hereto and made a part hereof. Each Schedule shall constitute a separate and independent Lease and contractual obligation of Lessee and shall incorporate the terms and conditions of this Master Lease Agreement and any additional provisions contained in each such Schedule; provided, however, that the occurrence of an event of default with respect to any Schedule shall, at the sole discretion of Lessor (as set forth in a written declaration to Lessee) constitute an event of default with respect to each Schedule hereunder. In the event of any conflict between the terms and conditions of the Master Lease Agreement and any additional provisions of such Schedule, the additional provisions of such Schedule shall prevail with respect to such Schedule only. It is understood, acknowledged and agreed among the parties that this is a non-cancelable Lease for the term provided herein.

2. **REPRESENTATIONS AND WARRANTIES OF LESSEE.** The Lessee, at the date of execution hereof and upon the execution of any Schedule made a part hereof, represents and warrants to the Lessor as follows:

a) **Authorization to Lease.** All necessary corporate or partnership action on the part of the Lessee relating to the authorization of the execution and delivery of this Lease and the related Lease documents and the performance of the other obligations of the Lessee herein and therein contained have been taken, and this Lease, and all related Lease documents, when executed and delivered, will be valid and enforceable in accordance with their respective terms.

b) **Existence and Qualification.** If the Lessee is a corporation, it is duly organized, existing and in good standing under the laws of the state of its incorporation. If the Lessee is a partnership, it is validly existing and has filed all necessary certificates of partnership as required by applicable law. Lessee is qualified to do business in every jurisdiction in which the ownership or leasing of its property or the conduct of its business requires such qualification.

c) **Financial Statements.** The financial statements and other information provided by Lessee to Lessor are and shall be true and correct.

3. **TERM.** The obligations of the Lessee evidenced by this Lease shall commence upon the date hereof and continue on such terms and provisions specified in the Master Lease Agreement and each Schedule attached hereto.

4. **RENT.** The rent of Equipment described in a Schedule shall be the amount designated in such Schedule. Lessee shall pay such rent to Lessor in the amounts and at the times set forth in such Schedule without the right of prepayment other than as permitted in Section 10 hereof, at Lessor's address set forth below or at such other place as Lessor from time to time designates in writing to Lessee. EACH SCHEDULE SHALL BE A NET LEASE, AND LESSEE'S OBLIGATION TO PAY ALL RENT AND OTHER SUMS WHEN DUE AND TO OTHERWISE PERFORM AS REQUIRED UNDER EACH SCHEDULE SHALL BE ABSOLUTE AND UNCONDITIONAL, AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM, INTERRUPTION, DEFERMENT OR RECOUPMENT, FOR ANY REASON WHATSOEVER. If any Equipment is unsatisfactory for any reason, Lessee shall make any claim solely against the manufacturer or supplier of the Equipment and shall, nevertheless, pay Lessor or its successors or assignees all amounts due and payable under the applicable Schedule.

5. **USE AND LOCATION.** Lessee shall use the Equipment only for business or commercial purposes, and in a careful and proper manner and shall comply with and conform to all federal, state, and local laws, ordinances and regulations in any way relating to the possession, use or maintenance of Equipment, including, without limitation, the rules and regulations of the Federal Railroad Administration, the Interstate Commerce Commission and the current Interchange Rules (the "Interchange Rules") or supplements thereto of the Mechanical Division, Association of American Railroads as the same may be in effect from time to time. Lessee shall not use, nor permit any sublessee to use, any item of Equipment outside the continental United States for more than sixty (60) days per year in the aggregate. Lessee shall not knowingly use, nor knowingly permit any sublessee to use, any item of Equipment for the transportation or storage of hazardous substances or materials (as determined by CFR Title 49 "Hazardous Materials Regulation") or other substances or materials which are not commonly transported in similarly designed or redesigned equipment by rail common carriers. Lessee shall upon reasonable request by Lessor promptly notify Lessor, in writing, of the location of the Equipment.

6. **LESSEE'S INSPECTION.** Lessee is in possession of the Equipment, therefore, with the execution of this Lease, Lessee acknowledges and accepts delivery of the Equipment by Lessor and hereby deems the Equipment to be so delivered. Lessee also agrees that the execution of this Lease shall constitute conclusive evidence that the Equipment is acceptable to Lessee for all purposes of this Lease. Lessee hereby indemnifies and holds Lessor harmless for any losses, claims, actions, suits, proceedings, costs, damages or liabilities arising out of, connected with or resulting from Lessee's failure to accept the Equipment for any reason whatsoever, it being the intent of the parties that Lessor shall have no obligation under any purchase order or agreement if any Equipment is rejected by Lessee.

7. **LESSOR'S INSPECTION.** Lessor shall (upon twenty-four (24) hours prior notice to Lessee and to the extent permitted by law), and during business hours, have the right to enter into and upon any premises where Equipment may be located for the purpose of inspecting such Equipment or observing its use; provided, however, that such notice shall not be required if an event of default has occurred and is continuing. Lessee shall give Lessor immediate notice of any legal attachment or other judicial process affecting any Equipment.

8. **ALTERATIONS.** Lessee shall not make any additions, improvements or modifications ("Alterations") to the Equipment that will materially impair its commercial value or utility. All Alterations of whatsoever kind or nature to any item of Equipment that are not readily removable without causing material changes to or impairing the original commercial value or utility of such item of Equipment shall become the property of Lessor when made. All Alterations to an item of Equipment that can be readily removed shall remain the Lessee's property and shall be removed by Lessee at Lessee's cost prior to disposition of the Equipment in accordance with the terms hereof. The Lessee shall notify the Lessor of any Alterations made to any item of Equipment which is the subject of this Lease.

9. **REPAIR AND MAINTENANCE.** Lessee agrees to use reasonable care in the operation of the Equipment and to require reasonable care from users or sublessees authorized hereunder. Lessee, at its own cost and expense, shall keep Equipment in good repair, condition and working order suitable for commercial use and intended for interchange service and shall furnish any and all parts, mechanisms and devices required to keep Equipment in good mechanical and working order. All repairs, parts, mechanisms and devices furnished or affixed to Equipment shall thereupon belong to and become the property of Lessor. Lessee shall keep maintenance records, logs and other materials as required by the Association of American Railroads, the Department of Transportation or other governmental agency throughout the term of the Lease. Failure to observe these obligations shall make Lessee liable for all damages resulting therefrom.

In the event any item of Equipment requires additional components or requires extensive and continuous service or repair in order to permit satisfactory operation of the Equipment during the term hereof, Lessee acknowledges and agrees that, without in any way limiting or modifying its obligations under this Lease, it shall remain liable to Lessor for the rental payments provided in the attached Schedule(s) subject only to Section 10(b) hereof. During the term of this Lease, the cost of such additional components, service or repair shall be the sole responsibility of Lessee.

10. **LOSS, THEFT, DAMAGE, OR OBSOLESCENCE.** Lessee hereby assumes the entire risk of loss, theft, damage and economic obsolescence to the Equipment from any and every cause whatsoever. No loss, theft, damage or economic obsolescence to Equipment or any part thereof shall impair any obligation of Lessee under this Lease which shall continue in full force and effect except as provided in subparagraph 10 (b) below.

In the event of loss (including requisition by a governmental authority), theft or damage of any kind to the Equipment, Lessee shall promptly notify Lessor of such loss, theft or damage and shall: (a) place the Equipment in good repair, condition and working order; or (b) if Lessee

FOR PURPOSES OF THIS LEASE

reasonably determines that the Equipment is lost, stolen, destroyed or damaged beyond repair or is economically obsolete, Lessee shall, at Lessor's option (unless Lessee is in default hereunder in which event it shall be at Lessor's option), either (i) replace the Equipment with like Equipment in good repair, condition and working order and furnish to Lessor any necessary documents vesting marketable title thereto in Lessor, unencumbered by any lien or security interest, or perfecting a first priority security interest therein in Lessor, and pay all fees and expenses for filing or recording the same, or (ii) pay to Lessor in cash within sixty (60) days of notice of such determination the Stipulated Loss Value thereof, as hereinafter defined in the Schedule applicable to the Equipment. Lessor shall be responsible for the disposition of the lost, damaged, destroyed or obsolete Equipment in compliance with all applicable laws, rules or regulations. Upon such payment, this Lease shall terminate with respect to the Equipment so paid for and the Rent required by the applicable Schedule shall be reduced pro rata based on original Equipment Cost, and Lessee shall thereupon become entitled to the Equipment as is, where is, without warranty, express or implied, with respect to any matter whatsoever.

11. **SURRENDER.** Unless otherwise provided for in any applicable Schedule, upon the expiration of the applicable term or earlier termination pursuant to paragraphs 10 or 19 of this Lease with respect to any Equipment, Lessee shall, unless Lessee has paid to Lessor in cash the Stipulated Loss Value of such Equipment pursuant to paragraph 10(b) hereof, or the amount due Lessor pursuant to paragraph 19(a)(i) hereof, deliver possession of the Equipment to Lessor, within ten (10) days, in good repair, condition and working order (as required by Section 9 hereof) as evidenced by a written certification from an independent appraiser, licensed professional engineer or manufacturer's technical representative (hereinafter called "Appraiser") mutually acceptable to Lessor and Lessee obtained at Lessee's cost and expense, ordinary wear and tear resulting from proper use thereof alone excepted, in the following manner as may be specified by Lessor and by marshalling such Equipment at Lessee's risk, cost and expense at not more than six (6) locations within the continental United States and not less than fifty (50) railcars per location.

Lessee shall give Lessor six (6) months prior written notice of its intent to return the Equipment upon the expiration of a term for the applicable Schedule. Upon the termination of this Lease or a Schedule, Lessee shall provide storage at its sole expense for the lesser of (i) the period of time until Lessor sells or otherwise disposes of the Equipment or (ii) three (3) months after expiration of such term for the applicable Schedule or any extension thereof. During such storage period, Lessee shall use its best efforts to store the Equipment in a reasonably safe location and shall keep the Equipment insured according to Section 12 hereof. If the Lessee, for any reason, does not provide such prior written notice of its intent to return the Equipment, then in such event, the Lease term as set forth in the Schedule applicable to the Equipment shall automatically and without further action on the part of the Lessor or the Lessee be extended at the then current periodic rent for an additional term of six (6) months or until the Equipment is sold, whichever time is shorter. Upon expiration of the extended Lease term, the Lessee shall be obligated to either surrender or purchase the Equipment in accordance with the terms hereof and the applicable Schedule.

SIX (6) MONTHS

Based upon the certification of the Appraiser described above, should Lessor determine that the condition of the Equipment is such that it is mechanically unsound, has missing parts, or is less

than in good condition, ordinary wear and tear excepted, or is not in the condition required by the Interchange Rules at the termination of the applicable Schedule, then in that event, Lessor shall give notice to Lessee of such determination and Lessee shall repair at its sole cost and expense, in a manner consistent with the Interchange Rules, any damage to the Equipment occasioned by other than ordinary wear and tear resulting from proper use thereof and take any action necessary to obtain any certificates or other documents which may be required by the Association of American Railroads to assure that each item of Equipment shall be permitted to enter or continue interchange service. Lessee shall continue to pay the then current amount of periodic rent until such repairs are completed, any necessary certificates or other documents have been obtained and the Equipment returned to the Lessee as provided herein; provided that should such repairs not be completed or any necessary certificates or other documents not be delivered within six (6) months from the expiration of the applicable Schedule, then, in such event, a casualty shall be declared and Lessee shall pay to Lessor on demand the Stipulated Loss Value as defined herein, and, upon such payment, Lessor will convey to Lessee Lessor's rights, title and interest in the Equipment, "as-is, where-is" and without warranty, express or implied, with respect to any matter whatsoever.

12. **INSURANCE.** Lessee shall keep the Equipment insured against all risks of loss, theft or damage from every cause for an amount not less than [REDACTED] of its depreciated value determined pursuant to Rule 107 of the Association of American Railroads Rules. Lessee shall also maintain comprehensive public liability insurance, including blanket contractual liability for personal and bodily injury and property damage, with limits of not less than [REDACTED] per occurrence. All insurance policies shall be written on forms reasonably satisfactory to Lessor and with companies satisfactory to Lessor. Lessee may elect to self-insure deductible or retention levels on the above-referenced policies in amounts that Lessee and Lessor agree is satisfactory. Such insurance shall be in the name of Lessee and identify Lessor and Lessor's successor and assigns as an additional insured and loss payee. Lessee shall pay all premiums thereon and shall, upon request, deliver such policies or certificates of insurance therefor to Lessor. Lessee shall cause insurer to agree, by endorsement upon the policy or policies or certificates of insurance issued by it or by independent instrument furnished to Lessor, that such insurer will give thirty (30) days written notice to Lessor before such policy or policies will be altered or canceled. Lessee shall provide written notification to Lessor of any changes which materially affect the insurance coverage. The proceeds of any insurance resulting from loss, theft or damage to Equipment shall be applied toward the repair, restoration or replacement of such Equipment or toward payment of Lessee's obligations under this Lease with respect to such Equipment at Lessor's option. Lessee appoints Lessor as Lessee's attorney-in-fact to make any claim for, to receive payment for and to execute and endorse any documents, checks or other instruments in payment for loss, theft or damage under such insurance policy; provided, however, that such appointment by Lessee shall not be effective unless and until an event of default hereunder has occurred and is continuing.

13. **ENCUMBRANCES AND TAXES.** Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances. In the event the Lessee permits the Equipment to become subject to a lien and such lien continues for a period of thirty (30) days, such event shall be deemed to be a material breach of this Lease providing the Lessor with the remedies for default as hereinafter expressed, including, but not limited to the right to terminate this Lease. Lessee shall

pay all license fees, registration fees, assessments, charges, and any personal property and ad valorem taxes (municipal, state and federal), including penalties and interest thereon, which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession or use of Equipment, excluding, however, all taxes on or measured by Lessor's net pre-tax income. Such liability shall be construed independently from other payment obligations provided for herein.

14. LESSOR'S PAYMENT. In case of failure of Lessee to procure or maintain the insurance required hereunder or to pay such fees, assessments, charges and taxes or to keep the Equipment in good repair, condition and working order, all as hereinbefore specified, Lessor shall have the right, but shall not be obligated, to effect insurance or, upon ten (10) days prior notice to Lessee, to pay fees, assessments, charges and taxes or place and keep Equipment in good repair, condition and working order, as the case may be. In that event, the cost thereof shall be repayable by Lessee to Lessor upon demand, and failure to repay the same shall carry with it the same consequence, including interest, as failure to pay any installment of rent when due in accordance with Paragraph 25 hereof.

15. WARRANTIES. LESSOR, NOT BEING THE MANUFACTURER OF EQUIPMENT NOR THE MANUFACTURER'S AGENT, MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; AND, AS TO LESSOR, LESSEE LEASES EQUIPMENT "AS IS." LESSEE ACKNOWLEDGES THAT LESSOR HAS NOT MADE ANY SUCH WARRANTIES OR REPRESENTATIONS AND THAT LESSEE HAS SELECTED BOTH THE EQUIPMENT AND THE SELLER OR SELLERS THEREOF.

Lessor shall not be liable to Lessee or to any person for any direct, indirect, consequential or incidental loss, cost or damage whatsoever, arising in connection with the Equipment.

It is expressly agreed that the limitations of the Lessee's rights and remedies as provided herein shall apply only as between Lessee and Lessor or its assigns and not as between Lessee and any third parties against whom Lessee may have rights pursuant to warranties or representations of any kind made with respect to the Equipment. To the extent this paragraph shall be deemed to have any impact upon Lessee's rights as against such third parties, it shall be understood to constitute a covenant not to sue Lessor and not a waiver or release of Lessee's rights against such third parties.

Lessor assumes no liability and has made no representations as to the proper treatment by Lessee of this transaction, the Equipment or the rent payments for financial statement, tax or other purposes.

16. ENVIRONMENTAL LIABILITY. For purposes of this paragraph the term "Environmental Law" means any federal, state, or local statute law, ordinance, code, rule, regulation, or order or decree regulating, relating to or imposing liability upon a person in connection with the use, release or disposal of any hazardous, toxic or dangerous substance,

waste or material as same may relate to the Equipment or its operation. The Lessee shall comply with all Environmental Laws and with respect to the Equipment or its operation, shall deliver promptly to Lessor (i) copies of any documents received from the United States Environmental Protection Agency or any state, county, or municipal environmental or health agency, and (ii) copies of any documents submitted by Lessee or any of its subsidiaries to the United States Environmental Protection Agency or any state, county, or municipal environmental or health agency concerning the Equipment or its operation. Lessee shall indemnify and hold harmless Lessor from and against any and all claims, demands, losses, costs, expenses, liabilities, suits or damages of whatsoever kind or nature, including interest, assessments, and attorney's fees, which arise from or in any way relate to a failure to comply fully with any such Environmental Law. For purposes of this Section 16, in the event any item of Equipment surrendered to the Lessor under Section 11 above, requires disposal in an environmentally safe manner because of its qualification as a hazardous, toxic, or dangerous substance, waste or material under applicable Environmental Laws, Lessee shall pay all costs or expenses associated with such disposal, and shall indemnify and hold harmless Lessor from and against any and all liabilities, expenses and damages of whatever kind which may arise from or in any way relate to such disposal. The indemnities contained in this paragraph shall survive the termination of this Lease.

17. **GENERAL INDEMNITY.** The Lessee hereby agrees to defend, indemnify and hold Lessor harmless from and against any and all obligations, actions, suits, penalties, claims, demands, costs and expenses (including attorneys' fees and expenses) of any nature whatsoever (including but not limited to any of the foregoing arising or imposed without Lessor's fault or negligence or under the doctrine of "strict liability") that may be imposed on, incurred by or asserted against Lessor in respect of the Equipment or its manufacture, possession, use, performance or transportation (including without limitation, latent or patent defects, whether or not discoverable). The indemnities contained in this paragraph shall survive the termination of this Lease.

18. **DEFAULT.** Any of the following events or conditions shall constitute an event of default hereunder: (a) nonpayment of any rent or other amount provided for in this Lease or any Schedule for ten (10) days after the same becomes due, whether by acceleration or otherwise, or default by Lessee in the performance of any other obligation, term or condition of this Lease or any Schedule; (b) default by Lessee in the payment of rent or other sums due under any other lease or agreement between Lessee and Lessor or Lessor's assignee, or default by Lessee in the performance of any obligation, term or condition under any other lease or agreement between Lessee and Lessor or Lessor's assignee and which default continues for a period of at least thirty (30) days; (c) if any writ or order of attachment or execution or other legal process is levied on or charged against any of the Equipment and is not released or satisfied within thirty (30) days; if (d) (i) a proceeding in bankruptcy, receivership, insolvency or for a plan or arrangement with creditors, (ii) the making of any general assignment by Lessee for the benefit of creditors, (iii) the appointment of a receiver or trustee for Lessee or any of Lessee's assets, or (iv) the institution of any type of insolvency proceeding or any formal or informal proceeding for the dissolution or liquidation of, or settlement of a claim against, or winding up the affairs of Lessee, under any state or federal law for the relief of debtors, is instituted by or against the Lessee or any of its assets; (e) the occurrence of any event described in paragraph 18(d) hereof with respect to any guarantor

for payment or performance of this Lease; (f) with regard to the Equipment, the Lessee fails to be in compliance with any Environmental Laws and all applicable federal, state, and local health and safety laws, regulations, ordinance or rules, and such failure materially affects the use or value of the Equipment or Lessee fails to furnish to Lessor promptly after receipt thereof a copy of any notice Lessee may receive from any governmental authority, private person or entity or otherwise that any material litigation or proceeding pertaining to any environmental, health or safety matter has been filed or threatened against the Lessor, Lessee or the Equipment described herein; or (g) if any certificate, statement, representation, warranty or audit heretofore or hereafter furnished by or on behalf of Lessee or any guarantor for payment or performance of this Lease, pursuant to or in connection with this Lease, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or to have omitted any substantial contingent or unliquidated liability or claim against Lessee or any guarantor; or if upon the date of execution of this Lease or any Schedule, there shall have been any materially adverse change in any of the facts disclosed by any such certificate, statement, representation, warranty or audit, which change shall not have been disclosed to Lessor at or prior to the time of such execution.

Acceptance of late payments shall not be construed as a waiver of any default provisions provided for herein.

19. **REMEDIES.** (a) Upon the happening of any event of default hereunder, Lessor may, at its sole election and without demand or notice of any kind: (i) declare due, sue for and recover from Lessee an amount equal to the sum of (A) all rent and other amounts then due and owing under this Lease plus (B) the present value of all rent and other amounts to become payable by Lessee under this Lease (computed at a discount rate equal to the U.S. 90 Day Treasury Bill rate in effect on the Schedule date) to the date of such declaration from the date or dates such rent and other amounts would have become payable by Lessee plus (C) an amount equal to [REDACTED] of the original Equipment Cost as set forth on the applicable Schedule, plus (D) interest at the rate of eighteen percent (18%) per annum (or the highest rate permitted by law, if less) from the date of such declaration through the date Lessor receives payment; (ii) require Lessee to return the Equipment, at Lessee's expense, as provided in Section 11 hereof or take possession of any or all Equipment, wherever located in accordance with applicable law, Lessee hereby waiving all damages caused by such taking of possession and agreeing that such taking does not constitute termination of this Lease as to any or all Equipment unless Lessor expressly notifies Lessee thereof in writing; (iii) terminate this Lease as to any or all Equipment; (iv) terminate any other lease between Lessor (or Lessor's assignee) and Lessee; and (v) pursue any other remedy at law or in equity. (b) Neither this Lease nor any interest herein is assignable or transferable by operation of law. (c) In the event the Equipment is repossessed by or surrendered to Lessor, Lessor may sell, lease or otherwise dispose of such Equipment all in accordance with applicable law, and at public or private sale in a commercially reasonable manner, and apply the net proceeds thereof (after deducting all expenses, including attorneys' fees (if permitted by applicable law), incurred in connection therewith) to the payment of Lessee's obligations hereunder. Notwithstanding anything contrary stated above, Lessee waives any rights now or hereafter conferred by statute or otherwise that may require the Lessor to sell, re-lease, or otherwise use or dispose of any of the Equipment in mitigation of the Lessor's damages as set forth in the Lease or that may otherwise limit or modify any of Lessor's rights or remedies under the Lease. In the

event Lessor elects to re-lease any or all Equipment, the net proceeds from such Lease shall be deemed to be the present value of all rents to become payable under such Lease computed at a discount rate equal to the U.S. 90 Day Treasury Bill rate in effect on the Schedule date. Upon the payment of all sums due under Section 19(a)(i), Lessor will convey to Lessee all of Lessor's rights, title and interest in the Equipment "as-is, where-is" without warranty, express or implied, with respect to any matter whatsoever.

20. **CONCURRENT REMEDIES.** No right or remedy herein conferred upon or reserved to Lessor is exclusive of any other right or remedy herein or provided or permitted by another agreement between Lessor and Lessee or by law or equity, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time to the fullest extent permitted by applicable law. Time is of the essence in the Lease and no waiver by Lessor of any breach or default shall constitute a waiver of any other breach or default by Lessee or waiver of any of Lessor's rights.

21. **LESSOR'S EXPENSES.** Upon default by Lessee, Lessee shall pay Lessor, upon demand, all costs and expenses, including attorneys' fees, incurred by Lessor in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.

22. **LESSOR'S ASSIGNMENT.** All rights of Lessor hereunder may be assigned, pledged, mortgaged or transferred, either in whole or in part, upon the prior written consent of Lessee, which consent will not be unreasonably withheld, and provided that such consent shall not be required in the event of assignment to a KeyCorp subsidiary or affiliate. If Lessor assigns this Lease or the moneys due or to become due hereunder or any other interest herein, whether as security for any of its indebtedness or otherwise, such assignee shall have all of the rights, powers and remedies (but not the obligations), and may exercise any options, given to Lessor by this Lease, and shall be named as loss payee or co-insured under all policies of insurance maintained pursuant to paragraph 12 hereof. Lessee's obligations to the assignee hereunder are absolute and unconditional and are not subject to any abatement, reduction (other than as set forth in Section 10(b) hereof), setoff, recoupment, defense, or counterclaim available to Lessee for any reason whatsoever including, without limitation, operation of law, defect in the Equipment, the condition, design, operation or fitness for use thereof or any loss, taking, or destruction of the Equipment or any part thereof (other than as set forth in Section 10(b) hereof), failure of Lessor to perform any of its obligations hereunder or for any other cause or reason whatsoever. Lessee reserves its rights, if any, to have separate recourse directly against Lessor on account of Lessor's failure to perform. It is the intention of the parties hereto that the periodic rental and all other sums payable by Lessee hereunder shall continue to be payable in all events and at the times herein provided, subject only to Section 10(b) hereof.

23. **OWNERSHIP.** The Equipment is, and shall at all time be and remain, the sole and exclusive property of Lessor, and Lessee shall have no right, title or interest herein or thereto except as expressly set forth in this Lease.

24. **PERSONAL PROPERTY.** The Equipment is, and shall at all times be and remain, personal property notwithstanding that Equipment or any part thereof may now be, or hereafter become in any manner affixed or attached to or permanently resting upon, real property or any building thereon.

25. **LATE CHARGES.** If Lessee fails to pay any part of the rent or other amounts provided for in this Lease or any Schedule when due, whether by acceleration or otherwise, Lessee shall pay to Lessor, on demand, a late charge of 1-1/2% per month (or the maximum percentage rate allowable by applicable law, whichever is less), on such delinquent payment from the date due until the total amount due is paid.

26. **WAIVER OF RIGHTS, PAYMENTS AND OFFSET.** To the extent permitted by applicable law, the Lessee waives any and all rights and remedies conferred upon it pursuant to UCC Sections 2A-508 through and including 2A-522, as may now or hereafter be effected in the State of Ohio. Lessee further waives any and all existing and future claims and offsets against any rent or other payments due or to become due hereunder, and agrees to pay such rent and other payments regardless of any defense, offset or claims which may be asserted by Lessee or in its behalf. Lessee agrees to pay to the assignee named in any notice of assignment of this Lease amounts equal to the rent reserved under this Lease and to pay all other amounts due and to become due under this Lease.

27. **WAIVER.** No covenant or condition of this Lease can be waived except by the written consent of the parties. Forbearance or indulgence by a party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the party to which the same may apply, and until complete performance by a party of such covenant or condition, the other party shall be entitled to invoke any remedy available to such party under this Lease or by law or in equity despite such forbearance or indulgence.

28. **ADDITIONAL DOCUMENTS.** If Lessor shall so request, Lessee shall execute and deliver to Lessor such documents as Lessor shall deem necessary or desirable for purposes of recording or filing to protect the interest of Lessor (or Lessor's assignee) in the Equipment.

29. **FINANCIAL STATEMENTS OF LESSEE.** Lessee shall provide Lessor, within 120 days of Lessee's fiscal year end, a copy of the balance sheet as of the end of such fiscal year and related statements of income and retained earnings for such fiscal year certified by an independent public accountant. In addition, Lessee shall provide Lessor, within 90 days of Lessee's fiscal quarter-end, a copy of the balance sheet as of the end of such quarter-end and related statements of income and retained earnings for such fiscal quarter-end. The financial statements delivered herein shall be deemed confidential and shall not be disclosed to third parties, other than subsidiaries of KeyCorp, or as required by applicable law.

30. **ENTIRE AGREEMENT; AMENDMENTS.** This Lease (including any amendments or Schedules hereto) constitutes the entire agreement between Lessor and Lessee. This Lease and any Schedule shall not be amended, altered or changed except by a written agreement signed by Lessor and Lessee. By initialing below, Lessee hereby further acknowledges the conditions of this Section 30.

Lessee's initials: 

31. **NOTICES.** Service of all notices under this Lease shall be sufficient if given personally or mailed to the party involved at its respective address hereinafter set forth, or at such address as such party may provide in writing from time to time. Any such notice mailed to such address shall be effective when deposited in the United States mail, duly addressed and with postage prepaid.

32. **JOINT AND SEVERAL LIABILITY.** If there is more than one Lessee named in this Lease, the liability of each shall be joint and several.

33. **LIQUIDATED DAMAGES.** Lessor and Lessee agree that any amount which Lessor may recover from Lessee under paragraphs 10(b) or 19(a)(i) of this Lease represents liquidated damages for loss of bargain and not a penalty.

34. **SEVERABILITY.** No provision of this Lease which may be deemed invalid or unenforceable upon the parties, their successors, legal representatives, or assigns shall in any way invalidate or make unenforceable any other provision (s) of this Lease, all of which shall remain in full force and effect.

35. **SUBLEASE AND ASSIGNMENT BY LESSEE.** (a) So long as no Event of Default shall have occurred and be continuing, Lessee shall have the right to sublease any item of Equipment to or permit its use by third parties who are not subject to a proceeding or final order under applicable bankruptcy, insolvency or reorganization laws on the date the sublease is entered into (a "Permitted Sublessee"), so long as, but only so long as (1) no such sublease shall extend beyond the expiration of the term set forth in the applicable Schedule then in effect, (2) such sublease shall be expressly made subject and subordinated to all terms of this Lease, including, without limitation, Lessor's right to repossession under Section 19 hereof, (3) Lessor shall receive written notice of such sublease, (4) upon the occurrence of an Event of Default, Lessee shall deliver a copy of each sublease, and any amendment thereto or modification thereof, within ten (10) business days of request by Lessor, (5) such sublease shall prohibit any further subleasing by the sublessees. No sublease shall in any way discharge or diminish any of Lessee's obligations hereunder, and Lessee shall remain primarily liable hereunder for the performance of all the terms, conditions and provisions of this Lease to the same extent as if such sublease had not been entered into. Nothing in this Section 35 shall be deemed to constitute permission to any person in possession of any item of Equipment pursuant to any such sublease to take any action inconsistent with the terms and provisions of this Lease. Any sublease permitted under this Section, and the rights of the Permitted Sublessee who receives possession of the Equipment by reason of a transfer permitted by this Section, shall be subject and subordinate to the terms of the Lease. **EXCEPT AS SET FORTH HEREIN, WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, LESSEE SHALL NOT (i) ASSIGN, TRANSFER, PLEDGE, HYPOTHECATE OR OTHERWISE DISPOSE OF THIS LEASE, THE EQUIPMENT OR ANY INTEREST THEREIN, OR (ii) SUBLET OR LEND THE EQUIPMENT TO, OR PERMIT THE EQUIPMENT TO BE USED BY, ANYONE OTHER THAN LESSEE OR LESSEE'S QUALIFIED EMPLOYEES.**

36. GOVERNING LAW AND CONSENT TO JURISDICTION. This Lease shall be deemed to have been executed and delivered in the State of Ohio and such execution and delivery shall constitute the transaction of business within such State by Lessee and Lessor for purposes of conferring jurisdiction upon courts located within such State. This Lease and the right and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of Ohio. The parties agree that any action or proceeding arising out of or relating to this Lease may be commenced in the appropriate State court in the county or in the District Court of the United States in the district in which Lessor shall have its principal office in the State of Ohio. Each party agrees that a summons and complaint commencing an action or proceeding in any such Court shall be properly served and shall confer personal jurisdiction if served personally or by registered mail to it at its address hereinafter set forth or as it may provide in writing from time to time, or as otherwise provided under the laws and rules of the State of Ohio or District Court of the United States.

37. UCC FILINGS; OTHER FILINGS. (a) LESSEE HEREBY AGREES TO EXECUTE ALL UCC FINANCING STATEMENTS WHICH IN LESSOR'S SOLE DISCRETION ARE NECESSARY OR PROPER TO SECURE LESSOR'S INTEREST IN THE EQUIPMENT IN ALL APPLICABLE JURISDICTIONS.

(b) On or prior to the execution of any Schedule, Lessee will cooperate with Lessor in (i) causing this Lease and such Schedule to be duly filed and recorded with the Interstate Commerce Commission in accordance with 49 U.S.C. § 11303, (ii) causing such filings and notices to be filed or made as necessary or appropriate to protect the interests of Lessor, (iii) causing precautionary Uniform Commercial Code financing statements naming Lessee as debtor and Lessor as secured party to be filed in such public offices as are deemed necessary or appropriate by Lessor to perfect the right, title and interest of Lessor in the Equipment, and (iv) filing, registering or recording this Lease and the Equipment Schedule and all financing and continuation statements and similar instruments, in such other places within the United States as Lessor may reasonably request. The filing or recording fees of the foregoing shall be paid by Lessor for the first Schedule incorporated herein only. Thereafter all such filing or recording fees shall be paid by Lessee.

38. QUIET ENJOYMENT. So long as Lessee is in compliance with the terms of this Lease:

a) Lessee's right of quiet enjoyment of the Equipment shall not be impaired by the Lessor or anyone claiming through the Lessor; and

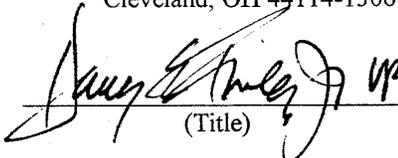
b) Lessor shall not create any liens or encumbrances upon the Equipment other than liens arising out of claims contested in good faith by Lessor which will not in the reasonable opinion of Lessor affect or endanger the interest of Lessee under this Lease.

IN WITNESS WHEREOF Lessor and Lessee have executed this Lease on the day and year first above written.

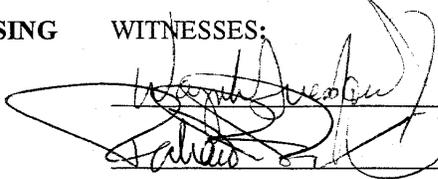
LESSOR: SOCIETY EQUIPMENT LEASING COMPANY

**ADDRESS: 127 Public Square, #0607
Cleveland, OH 44114-1306**

By:


(Title)

WITNESSES:

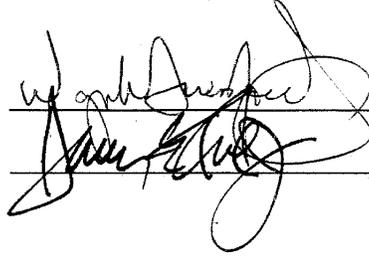


LESSEE: THE DAVID J. JOSEPH COMPANY

**ADDRESS: 300 Pike Street
Cincinnati, Ohio 45202**

By:

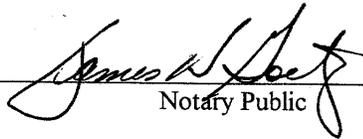

(Title)
VICE PRESIDENT



STATE OF OHIO)
) SS
HAMILTON COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared the above named SOCIETY EQUIPMENT LEASING COMPANY, by HARRY E. FEWLEY, its VICE PRESIDENT, who acknowledged that he did sign the foregoing instrument for and on behalf of said corporation, by authority of its board of directors, and that the same is the free act and deed of said corporation, and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at CINCINNATI, Ohio, this 29TH day of April, 1994.

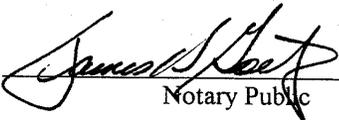

Notary Public

JAMES H. GOETZ
Notary Public, State of Ohio
My Commission Expires July 10, 1995

STATE OF OHIO)
) SS
HAMILTON COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared the above named THE DAVID J. JOSEPH COMPANY, by Douglas F. McMillan, its VICE PRESIDENT, who acknowledged that he did sign the foregoing instrument for and on behalf of said corporation, by authority of its board of directors, and that the same is the free act and deed of said corporation, and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at CINCINNATI, Ohio, this 29TH day of April, 1994.


Notary Public

JAMES H. GOETZ
Notary Public, State of Ohio
My Commission Expires July 10, 1995

MASTER LEASE SCHEDULE

Schedule No: 001

This Schedule is hereby made a part of the Master Lease Agreement Number 00001116 (the "Lease") between the undersigned Lessor and the undersigned Lessee. All terms used herein which are defined in the Lease shall have the same meaning as in the Lease.

A. EQUIPMENT: The Equipment subject to the Lease is described on Exhibit A attached hereto and incorporated herein.

Equipment Cost: [REDACTED] The Equipment Cost per Railcar is deemed to be [REDACTED]

B. TERM: Unless terminated at an earlier date pursuant to paragraph 10 or 19 of the Lease, the term of this Schedule commences upon the execution hereof and expires on [REDACTED]

C. RENT: As rent for the Equipment, Lessee agrees to pay to Lessor the sum of [REDACTED]. Unless otherwise provided in the Lease or in this Schedule, the rent shall be payable in [REDACTED] consecutive monthly installments of [REDACTED] each:

The first installment shall be due on April 30, 1994, and the remaining installments shall be due on the last day of each month thereafter during the term hereof.

D. ACKNOWLEDGMENT: This paragraph replaces paragraph 23 of the Master Lease Agreement for this Schedule only. Lessee and Lessor understand and agree that the Equipment under this Schedule is owned by the Lessor. However, Lessor will claim no right to certain tax benefits, including depreciation, with respect to the Equipment. Lessee further understands and agrees that in the event the Lease is determined to be other than a true lease this agreement grants to Lessor a security interest in the Equipment and all accessions thereto, substitutions and replacements therefor and the proceeds (including insurance proceeds) therefrom to secure all obligations of Lessee hereunder. Lessee further agrees to execute and deliver to Lessor all documents deemed necessary by Lessor for the better perfection, evidence or protection of Lessor's interests pursuant to the terms hereof.

E. LOCATION: The Equipment shall not be located outside the continental United States for more than sixty (60) days per year in the aggregate.

F. STIPULATED LOSS VALUE: The Stipulated Loss Value for the items of Equipment described in this Schedule shall be determined by multiplying the original cost attributable to

any item(s) of Equipment which suffer(s) a casualty occurrence times the appropriate Stipulated Loss Value for all Equipment, as stated in the Stipulated Loss Value Schedule attached hereto, divided by the Equipment Cost attributable to all Equipment described in this Schedule.

G. SALE - LEASEBACK, INSPECTION AND ACCEPTANCE OF EQUIPMENT:

Lessee hereby warrants and confirms to Lessor that (i) Lessee has pursuant to the Bill of Sale from Lessee to Lessor of even date herewith conveyed to Lessor good and marketable title to the Equipment free of all claims, liens and encumbrances of any nature, and Lessee had legal title thereto and good and lawful right to sell the same to Lessor free of all claims, liens and encumbrances of any nature whatsoever; (ii) Lessee has duly inspected and hereby accepts the Equipment for all purposes of the Lease; and (iii) Lessee hereby agrees that Lessee is unconditionally bound to pay Lessor all rent and other payments due under the Lease, whether or not the Equipment may now be or hereafter become unsatisfactory in any respect subject only to Section 10(b) of the Lease.

H. LESSEE'S OPTIONS AT END OF TERM. Upon the expiration of the term set forth in this Schedule or any extension thereof pursuant to Section 11 of the Lease, Lessee, in its sole discretion, shall either:

- (1) purchase all of Lessor's right, title and interest in and to all, but not less than all, of the Equipment described in and covered by this Schedule, by paying to Lessor on the last day of the Schedule's term an amount equal to [REDACTED] of the Equipment Cost; or
- (2) surrender all, but not less than all, of the Equipment described in and covered by this Schedule to Lessor in accordance with Section 11 of the Lease and pay to Lessor on the last day of the Schedule's term an amount equal to [REDACTED] of the Equipment Cost.

In the event Lessee surrenders the Equipment pursuant to paragraph H(2) above, Lessor shall sell the Equipment for cash on an "As-Is-Where-Is" basis and without recourse or warranty of any kind. If the amount of the proceeds of such sale, after deducting from the gross proceeds (i) all sales taxes and other taxes (other than taxes on or measured by Lessor's income) as maybe applicable to the sale or transfer, (ii) all fees, costs and expenses of such sale incurred by Lessor, and (iii) any other amount for which, if not paid, Lessor would be liable or which would constitute a lien on the Equipment, exceeds [REDACTED] of the Equipment Cost, such excess shall be paid by Lessor to Lessee.

APPROVED AND AGREED TO this 29 of April, 1994, as a Schedule to the Master Lease Agreement dated April 30, 1994, by and between Lessor and Lessee.

LESSOR: SOCIETY EQUIPMENT LEASING COMPANY
ADDRESS: 127 Public Square, #0607
Cleveland, OH 44114-1306

WITNESSES:
[Signature]
[Signature]

By: [Signature] VP
(Title)

LESSEE: THE DAVID J. JOSEPH COMPANY
ADDRESS: 300 Pike Street
Cincinnati, Ohio 45202

[Signature]
[Signature]

By: [Signature]
(Title)
VICE PRESIDENT

STATE OF OHIO)
) SS
HAMILTON COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared the above named SOCIETY EQUIPMENT LEASING COMPANY, by HARRY E. FINLEY, its Vice President, who acknowledged that he did sign the foregoing instrument for and on behalf of said corporation, by authority of its board of directors, and that the same is the free act and deed of said corporation, and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at CINCINNATI, Ohio, this 29th day of April, 1994.

[Signature]
Notary Public

JAMES H. GOETZ
Notary Public, State of Ohio
My Commission Expires July 10, 1995

STATE OF OHIO)
) SS
HAMILTON COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared the above named THE DAVID J. JOSEPH COMPANY, by Douglas F. McDaniel, its Vice President, who acknowledged that he did sign the foregoing instrument for and on behalf of said corporation, by authority of its board of directors, and that the same is the free act and deed of said corporation, and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at CINCINNATI, Ohio, this 29th day of April, 1994.



Notary Public

JAMES H. GOETZ
Notary Public, State of Ohio
My Commission Expires July 19, 1995

EXHIBIT A
CAR LISTING

CAR NUMBER		CAR NUMBER		CAR NUMBER	
DJJX	13187	DJJX	13239	DJJX	13288
DJJX	13188	DJJX	13240	DJJX	13289
DJJX	13189	DJJX	13241	DJJX	13290
DJJX	13190	DJJX	13242	DJJX	13291
DJJX	13191	DJJX	13243	DJJX	13292
DJJX	13192	DJJX	13244	DJJX	13293
DJJX	13193	DJJX	13245	DJJX	13294
DJJX	13195	DJJX	13246	DJJX	13295
DJJX	13196	DJJX	13247	DJJX	13296
DJJX	13197	DJJX	13248	DJJX	13297
DJJX	13198	DJJX	13249	DJJX	13298
DJJX	13199	DJJX	13250	DJJX	13299
DJJX	13200	DJJX	13251	DJJX	13300
DJJX	13201	DJJX	13252	DJJX	13301
DJJX	13202	DJJX	13253	DJJX	13302
DJJX	13203	DJJX	13254	DJJX	13303
DJJX	13204	DJJX	13255	DJJX	13304
DJJX	13205	DJJX	13256	DJJX	13305
DJJX	13206	DJJX	13257	DJJX	13306
DJJX	13207	DJJX	13258	DJJX	13307
DJJX	13208	DJJX	13259	DJJX	13308
DJJX	13209	DJJX	13260	DJJX	13309
DJJX	13210	DJJX	13261	DJJX	13310
DJJX	13211	DJJX	13262	DJJX	13311
DJJX	13212	DJJX	13263	DJJX	13312
DJJX	13213	DJJX	13264	DJJX	8590
DJJX	13214	DJJX	13265	DJJX	8591
DJJX	13215	DJJX	13266	DJJX	8592
DJJX	13216	DJJX	13267	DJJX	8593
DJJX	13218	DJJX	13268	DJJX	8594
DJJX	13219	DJJX	13269	RLMX	6005
DJJX	13220	DJJX	13270	RLMX	6014
DJJX	13221	DJJX	13271	RLMX	6017
DJJX	13222	DJJX	13272	RLMX	6019
DJJX	13224	DJJX	13273	RLMX	6023
DJJX	13225	DJJX	13274	RLMX	6039
DJJX	13226	DJJX	13275	RLMX	6042
DJJX	13227	DJJX	13276	RLMX	6043
DJJX	13228	DJJX	13277	RLMX	6044
DJJX	13229	DJJX	13278	RLMX	6046
DJJX	13230	DJJX	13279	RLMX	6053
DJJX	13231	DJJX	13280	RLMX	6063
DJJX	13232	DJJX	13281	RLMX	6070
DJJX	13233	DJJX	13282	RLMX	6096
DJJX	13234	DJJX	13283	RLMX	6099
DJJX	13235	DJJX	13284	RLMX	6100
DJJX	13236	DJJX	13285	RLMX	6105
DJJX	13237	DJJX	13286	RLMX	6106
DJJX	13238	DJJX	13287	RLMX	6109

EXHIBIT A
CAR LISTING

<u>CAR NUMBER</u>		<u>CAR NUMBER</u>		<u>CAR NUMBER</u>	
RLMX	6119	RLMX	6678	RLMX	8131
RLMX	6121	RLMX	6682	RLMX	8132
RLMX	6140	RLMX	6684	RLMX	8138
RLMX	6141	RLMX	6688	RLMX	8142
RLMX	6143	RLMX	6690	RLMX	8144
RLMX	6162	RLMX	6691	RLMX	8145
RLMX	6164	RLMX	6697	RLMX	8148
RLMX	6165	RLMX	6815	RLMX	8149
RLMX	6170	RLMX	8001	RLMX	8152
RLMX	6173	RLMX	8004	RLMX	8154
RLMX	6175	RLMX	8006	RLMX	8156
RLMX	6182	RLMX	8015	RLMX	8158
RLMX	6187	RLMX	8016	RLMX	8159
RLMX	6191	RLMX	8022	RLMX	8161
RLMX	6196	RLMX	8026	RLMX	8166
RLMX	6200	RLMX	8027	RLMX	8168
RLMX	6203	RLMX	8028	RLMX	8174
RLMX	6204	RLMX	8030	RLMX	8190
RLMX	6206	RLMX	8034	RLMX	8193
RLMX	6216	RLMX	8037	RLMX	8198
RLMX	6217	RLMX	8041	RLMX	8199
RLMX	6228	RLMX	8048	RLMX	8213
RLMX	6257	RLMX	8050	RLMX	8214
RLMX	6264	RLMX	8052	RLMX	8220
RLMX	6266	RLMX	8054	RLMX	8221
RLMX	6268	RLMX	8055	RLMX	8222
RLMX	6271	RLMX	8060	RLMX	8225
RLMX	6276	RLMX	8062	RLMX	8227
RLMX	6277	RLMX	8065	RLMX	8230
RLMX	6278	RLMX	8066	RLMX	8232
RLMX	6279	RLMX	8071	RLMX	8238
RLMX	6282	RLMX	8078	RLMX	8241
RLMX	6289	RLMX	8080	RLMX	8243
RLMX	6290	RLMX	8081	RLMX	8244
RLMX	6292	RLMX	8085	RLMX	8247
RLMX	6509	RLMX	8090	RLMX	8281
RLMX	6552	RLMX	8091	RLMX	8283
RLMX	6601	RLMX	8092	RLMX	8285
RLMX	6610	RLMX	8094	RLMX	8288
RLMX	6612	RLMX	8097	RLMX	8294
RLMX	6627	RLMX	8101	RLMX	8298
RLMX	6630	RLMX	8102	RLMX	8300
RLMX	6634	RLMX	8104	RLMX	8304
RLMX	6636	RLMX	8108	RLMX	8307
RLMX	6640	RLMX	8113	RLMX	8315
RLMX	6644	RLMX	8115	RLMX	8320
RLMX	6648	RLMX	8123	RLMX	8323
RLMX	6660	RLMX	8127	RLMX	8324
RLMX	6664	RLMX	8128	RLMX	8331
RLMX	6668	RLMX	8130	RLMX	8333

EXHIBIT A
CAR LISTING

<u>CAR NUMBER</u>		<u>CAR NUMBER</u>		<u>CAR NUMBER</u>	
RLMX	8335	RLMX	8361	RLMX	8390
RLMX	8336	RLMX	8364	RLMX	8391
RLMX	8343	RLMX	8367	RLMX	8396
RLMX	8351	RLMX	8371	RLMX	8400
RLMX	8352	RLMX	8372	RLMX	8406
RLMX	8353	RLMX	8374	RLMX	8414
RLMX	8357	RLMX	8380	RLMX	8421
RLMX	8359	RLMX	8383	RLMX	8428
RLMX	8360	RLMX	8388	RLMX	8442