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FEBRUARY 28, 1994 RECORDATION NO. 18721

New Recordation No. FILED 1425

FEB 28 1994 - 1 50 PM

Dear Mr. Strickland:

On behalf of The Fifth Third Leasing Company, I submit for filing and recording under 49 U.S.C. § 11303(a) and the regulations promulgated thereunder, executed counterparts of a primary document, not previously recorded, entitled Equipment Finance Lease ("Lease"), dated as of December 29, 1993.

INTERSTATE COMMERCE COMMISSION

The parties to the enclosed Lease are:

The Fifth Third Leasing Company 38 Fountain Square Plaza Cincinnati, Ohio 45263	-	LESSOR
The David J. Joseph Company 300 Pike Street Cincinnati, Ohio 45202	-	LESSEE

LICENSING BRANCH

FEB 28 1 45 PM '94

RECEIVED
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SECRETARY

The said Lease acts, among other things, to lease some six hundred fifty nine (659) units of rolling stock by the Lessor to the Lessee.

Specific equipment covered by the instant Lease is as identified in ^{EXHIBIT} Schedule A thereto.

A short summary of the Lease to appear in the ICC Index is as follows:

"Covers 659 units of rolling stock identified under DJJX or RLMX numbers."

Enclosed is a check in the amount of eighteen dollars (\$18.00) in payment of the filing fee.

Once the filing has been made, please return to bearer the stamped counterpart(s) of the document not required for filing purposes, together with the fee receipt, the letter from the ICC acknowledging the filing, and the two extra copies of this letter of transmittal.

Very truly yours,

Allen H. Harrison, Jr.
Attorney for The Fifth Third Leasing Company
for the purpose of this filing.

Honorable Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423
Enclosures
BY HAND

8374-020

Handwritten vertical note: Checked by A. Harrison

**EXHIBIT A
EQUIPMENT DESCRIPTION**

<u>NUMBER OF CARS</u>	<u>YEAR BUILT</u>	<u>BUILDER</u>	<u>70/100 TON</u>	<u>DESCRIPTION</u>
41	1968	Despatch Shops	70 Ton	65' gondolas, 3243 cu. ft.
8	1967	Greenville	100 Ton	High side gondolas, 3700 cu. ft.
114	1966	Greenville	100 Ton	High side gondolas, 3700 cu. ft.
65	1968	Despatch Shops	100 Ton	High side gondolas, 3850 cu. ft.
15	1964-66	Thrall	100 Ton	High side gondolas, 4000 cu. ft.
2	1970	Thrall	100 Ton	High side gondolas, 4000 cu. ft.
79	1967	Greenville	100 Ton	High side gondolas, 4100 cu. ft.
106	1976	Pullman	100 Ton	High side gondolas, 4000 cu. ft.
83	1978	Thrall	100 Ton	High side gondolas, 4000 cu. ft.
115	1970	Thrall	100 Ton	High side gondolas, 4000 cu. ft.
10	1976	Greenville	100 Ton	Open Top Hoppers, 4000 cu. ft.
<u>21</u>	<u>1967-70</u>	<u>Thrall</u>	<u>100 Ton</u>	<u>High side RD gondolas, 4000 cu. ft.</u>

659

**EXHIBIT A
CAR LISTING**

<u>CAR NO.</u>		<u>CAR NO.</u>		<u>CAR NO.</u>	
DJJX	1	RLMX	1248	RLMX	1299
DJJX	2	RLMX	1249	RLMX	1300
DJJX	3	RLMX	1250	RLMX	1301
DJJX	4	RLMX	1251	RLMX	1302
DJJX	5	RLMX	1252	RLMX	1303
DJJX	6	RLMX	1253	RLMX	1304
DJJX	7	RLMX	1254	RLMX	1305
DJJX	8	RLMX	1255	RLMX	1306
RLMX	1200	RLMX	1256	RLMX	1307
RLMX	1201	RLMX	1257	RLMX	1308
RLMX	1202	RLMX	1258	RLMX	1309
RLMX	1203	RLMX	1259	RLMX	1310
RLMX	1204	RLMX	1260	RLMX	1311
RLMX	1205	RLMX	1261	RLMX	1312
RLMX	1206	RLMX	1262	RLMX	1313
RLMX	1207	RLMX	1263	RLMX	1314
RLMX	1208	RLMX	1264	RLMX	1315
RLMX	1210	RLMX	1265	RLMX	1316
RLMX	1211	RLMX	1266	RLMX	1317
RLMX	1213	RLMX	1267	RLMX	1318
RLMX	1214	RLMX	1268	RLMX	1319
RLMX	1215	RLMX	1270	RLMX	1320
RLMX	1216	RLMX	1271	RLMX	1400
RLMX	1218	RLMX	1272	RLMX	1401
RLMX	1219	RLMX	1273	RLMX	1402
RLMX	1220	RLMX	1274	RLMX	1403
RLMX	1221	RLMX	1275	RLMX	1404
RLMX	1222	RLMX	1276	RLMX	1405
RLMX	1223	RLMX	1277	RLMX	1406
RLMX	1224	RLMX	1278	RLMX	1407
RLMX	1225	RLMX	1279	RLMX	1408
RLMX	1226	RLMX	1280	RLMX	1409
RLMX	1227	RLMX	1281	RLMX	1410
RLMX	1228	RLMX	1282	RLMX	1411
RLMX	1230	RLMX	1283	RLMX	1412
RLMX	1231	RLMX	1284	RLMX	1413
RLMX	1232	RLMX	1285	RLMX	1414
RLMX	1233	RLMX	1286	RLMX	1415
RLMX	1234	RLMX	1287	RLMX	1416
RLMX	1235	RLMX	1288	RLMX	1417
RLMX	1236	RLMX	1289	RLMX	1418
RLMX	1237	RLMX	1290	RLMX	1419
RLMX	1238	RLMX	1291	RLMX	1420
RLMX	1239	RLMX	1292	RLMX	1421
RLMX	1242	RLMX	1293	RLMX	1422
RLMX	1243	RLMX	1294	RLMX	1423
RLMX	1244	RLMX	1295	RLMX	1424
RLMX	1245	RLMX	1296	RLMX	1425
RLMX	1246	RLMX	1297	RLMX	1427
RLMX	1247	RLMX	1298	RLMX	1428

**EXHIBIT A
CAR LISTING**

<u>CAR NO.</u>		<u>CAR NO.</u>		<u>CAR NO.</u>	
RLMX	1429	DJJX	1637	DJJX	1729
RLMX	1431	DJJX	1638	DJJX	1730
RLMX	1433	DJJX	1639	DJJX	1731
RLMX	1434	DJJX	1640	DJJX	1732
RLMX	1435	DJJX	1641	DJJX	1733
RLMX	1436	DJJX	1642	DJJX	1734
RLMX	1437	DJJX	1643	DJJX	1735
RLMX	1438	DJJX	1644	DJJX	1736
RLMX	1439	DJJX	1645	DJJX	1737
RLMX	1440	DJJX	1646	DJJX	1738
RLMX	1442	DJJX	1647	DJJX	1739
RLMX	1443	DJJX	1648	DJJX	1740
RLMX	1445	DJJX	1649	DJJX	1741
DJJX	1600	DJJX	1650	DJJX	1742
DJJX	1601	DJJX	1651	DJJX	1743
DJJX	1602	DJJX	1652	DJJX	1744
DJJX	1603	DJJX	1653	DJJX	1745
DJJX	1604	DJJX	1654	DJJX	1746
DJJX	1605	DJJX	1655	DJJX	1747
DJJX	1606	DJJX	1656	DJJX	1748
DJJX	1607	DJJX	1657	DJJX	1749
DJJX	1608	DJJX	1658	DJJX	1750
DJJX	1609	DJJX	1659	DJJX	1751
DJJX	1610	DJJX	1660	DJJX	1752
DJJX	1611	DJJX	1661	DJJX	1753
DJJX	1612	DJJX	1662	DJJX	1754
DJJX	1613	DJJX	1663	DJJX	1755
DJJX	1614	DJJX	1664	DJJX	1756
DJJX	1615	DJJX	1700	DJJX	1757
DJJX	1616	DJJX	1701	DJJX	1758
DJJX	1617	DJJX	1702	DJJX	1759
DJJX	1618	DJJX	1703	DJJX	1760
DJJX	1619	DJJX	1704	DJJX	1761
DJJX	1620	DJJX	1705	DJJX	1762
DJJX	1621	DJJX	1706	DJJX	1763
DJJX	1622	DJJX	1707	DJJX	1764
DJJX	1623	DJJX	1708	DJJX	1765
DJJX	1624	DJJX	1709	DJJX	1766
DJJX	1625	DJJX	1710	DJJX	1767
DJJX	1627	DJJX	1712	DJJX	1626
DJJX	1628	DJJX	1713	DJJX	1769
DJJX	1629	DJJX	1714	DJJX	1770
DJJX	1630	DJJX	1722	DJJX	1771
DJJX	1631	DJJX	1723	DJJX	1772
DJJX	1632	DJJX	1724	DJJX	1773
DJJX	1633	DJJX	1725	DJJX	1774
DJJX	1634	DJJX	1726	DJJX	1775
DJJX	1635	DJJX	1727	DJJX	1776
DJJX	1636	DJJX	1728	DJJX	1777

**EXHIBIT A
CAR LISTING**

<u>CAR NO.</u>		<u>CAR NO.</u>		<u>CAR NO.</u>	
DJJX	1778	DJJX	1828	DJJX	1939
DJJX	1779	DJJX	1829	DJJX	1940
DJJX	1780	DJJX	1830	DJJX	1941
DJJX	1781	DJJX	1831	DJJX	1942
DJJX	1782	DJJX	1832	DJJX	1943
DJJX	1783	DJJX	1833	DJJX	1944
DJJX	1784	DJJX	1834	DJJX	1945
DJJX	1785	DJJX	1835	DJJX	1946
DJJX	1786	DJJX	1836	DJJX	1947
DJJX	1787	DJJX	1865	DJJX	1948
DJJX	1788	DJJX	1866	DJJX	1949
DJJX	1789	DJJX	1900	DJJX	1950
DJJX	1790	DJJX	1901	DJJX	1951
DJJX	1791	DJJX	1902	DJJX	1952
DJJX	1792	DJJX	1903	DJJX	1953
DJJX	1793	DJJX	1904	DJJX	1954
DJJX	1794	DJJX	1905	DJJX	1955
DJJX	1795	DJJX	1906	DJJX	1956
DJJX	1796	DJJX	1907	DJJX	1957
DJJX	1797	DJJX	1908	DJJX	1958
DJJX	1798	DJJX	1909	DJJX	1959
DJJX	1799	DJJX	1910	DJJX	1960
DJJX	1800	DJJX	1911	DJJX	1961
DJJX	1801	DJJX	1912	DJJX	1962
DJJX	1802	DJJX	1913	DJJX	1963
DJJX	1803	DJJX	1914	DJJX	1964
DJJX	1804	DJJX	1915	DJJX	1965
DJJX	1805	DJJX	1916	DJJX	1966
DJJX	1806	DJJX	1917	DJJX	1967
DJJX	1807	DJJX	1918	DJJX	1968
DJJX	1808	DJJX	1919	DJJX	1969
DJJX	1809	DJJX	1920	DJJX	1970
DJJX	1810	DJJX	1921	DJJX	1971
DJJX	1811	DJJX	1922	DJJX	1972
DJJX	1812	DJJX	1923	DJJX	1973
DJJX	1813	DJJX	1924	DJJX	1974
DJJX	1814	DJJX	1925	DJJX	1975
DJJX	1815	DJJX	1926	DJJX	1976
DJJX	1816	DJJX	1927	DJJX	1977
DJJX	1711	DJJX	1768	DJJX	1817
DJJX	1819	DJJX	1930	DJJX	1818
DJJX	1820	DJJX	1931	DJJX	2201
DJJX	1821	DJJX	1932	DJJX	2202
DJJX	1822	DJJX	1933	DJJX	2203
DJJX	1823	DJJX	1934	DJJX	2204
DJJX	1824	DJJX	1935	DJJX	2205
DJJX	1825	DJJX	1936	DJJX	2206
DJJX	1826	DJJX	1937	DJJX	2207
DJJX	1827	DJJX	1938	DJJX	2208

**EXHIBIT A
CAR LISTING**

<u>CAR NO.</u>		<u>CAR NO.</u>		<u>CAR NO.</u>	
DJXX	2209	DJXX	2289	DJXX	2403
DJXX	2210	DJXX	2290	DJXX	2405
DJXX	2211	DJXX	2291	DJXX	2406
DJXX	2212	DJXX	2292	DJXX	2407
DJXX	2213	DJXX	2293	DJXX	2408
DJXX	2214	DJXX	2294	DJXX	2409
DJXX	2215	DJXX	2295	DJXX	2410
DJXX	2216	DJXX	2296	DJXX	2411
DJXX	2217	DJXX	2297	DJXX	2412
DJXX	2218	DJXX	2298	DJXX	2413
DJXX	2219	DJXX	2299	DJXX	2414
DJXX	2220	DJXX	2300	DJXX	2415
DJXX	2221	DJXX	2301	DJXX	2416
DJXX	2222	DJXX	2302	DJXX	2417
DJXX	2223	DJXX	2303	DJXX	2418
DJXX	2224	DJXX	2304	DJXX	2419
DJXX	2225	DJXX	2305	DJXX	2420
DJXX	2226	DJXX	2306	DJXX	2421
DJXX	2227	DJXX	2307	DJXX	2422
DJXX	2228	DJXX	2308	DJXX	2423
DJXX	2229	DJXX	2309	DJXX	2424
DJXX	2250	DJXX	2310	DJXX	2425
DJXX	2251	DJXX	2311	DJXX	2426
DJXX	2252	DJXX	2312	DJXX	2427
DJXX	2253	DJXX	2313	DJXX	2428
DJXX	2254	DJXX	2314	DJXX	2431
DJXX	2255	DJXX	2315	DJXX	2432
DJXX	2256	DJXX	2316	DJXX	2434
DJXX	2257	DJXX	2317	DJXX	2435
DJXX	2258	DJXX	2318	DJXX	2436
DJXX	2259	DJXX	2319	DJXX	2437
DJXX	2260	DJXX	2320	DJXX	2438
DJXX	2261	DJXX	2321	DJXX	2440
DJXX	2262	DJXX	2322	DJXX	2441
DJXX	2263	DJXX	2323	DJXX	2442
DJXX	2264	DJXX	2324	DJXX	2443
DJXX	2265	DJXX	2325	DJXX	2444
DJXX	2276	DJXX	2326	DJXX	2445
DJXX	2277	DJXX	2327	DJXX	2446
DJXX	1928	DJXX	1978	DJXX	2278
DJXX	1929	DJXX	2200	DJXX	2279
DJXX	2281	DJXX	2331	DJXX	2280
DJXX	2282	DJXX	2332	DJXX	2451
DJXX	2283	DJXX	2333	DJXX	2452
DJXX	2284	DJXX	2334	DJXX	2453
DJXX	2285	DJXX	2335	DJXX	2454
DJXX	2286	DJXX	2400	DJXX	2455
DJXX	2287	DJXX	2401	DJXX	2457
DJXX	2288	DJXX	2402	DJXX	2458

Interstate Commerce Commission
Washington, D.C. 20423

2/28/94

OFFICE OF THE SECRETARY

Allen H Harrison, Jr.
Donelan, Cleary, Wood & Maser
1275 K St. N.W. Suite 850
Washington, D.C. 20005-4078

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,
on 2/28/94 at 1:50pm, and assigned
recording number(s). 18720 & 18721

Sincerely yours,

Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

18721
RECORDATION NO. _____ FILED 1425

FEB 28 1994-1 50 PM

INTERSTATE COMMERCE COMMISSION

Finance Lease No. 998

EQUIPMENT FINANCE LEASE

This Equipment Finance Lease entered into this 29th day of December, 1993, by and between **THE FIFTH THIRD LEASING COMPANY**, an Ohio corporation, ("Lessor") 38 Fountain Square Plaza, Cincinnati, Ohio 45263, and **THE DAVID J. JOSEPH COMPANY**, a Delaware corporation ("Lessee"), 300 Pike Street, Cincinnati, Ohio 45202.

W I T N E S S E T H :

In consideration of the premises and of the rentals and the covenants hereinafter mentioned to be kept and performed by Lessee, Lessor hereby leases the equipment listed on Schedule A attached hereto ("Equipment"), upon the following terms and conditions:

Section 1. Acquisition and Lease of Equipment.

Lessor will, subject to the terms of this Lease, purchase the Equipment set forth in Schedule A and simultaneously lease such Equipment to Lessee. The approximate purchase price for each unit of Equipment is as set forth in Schedule A.

Section 2. Term and Rent.

(a) The term of this Lease shall begin on the Effective Date specified in Schedule A and shall continue for the term specified in Schedule A unless earlier terminated pursuant to the terms hereof. Notwithstanding the Effective Date set forth above, the Effective Date will be extended until the date the Equipment is delivered to Lessee's location specified above and accepted by Lessee. The term of this Lease for all Equipment shall be automatically extended for successive monthly periods until terminated by either party giving to the other not less than sixty (60) days prior written notice of termination. Any such termination shall be effective only on the last day of the term specified above or any successive period. Any such lease extension shall not affect Lessee's right to purchase the Equipment as set forth in Schedule A.

(b) As rent for the Equipment, Lessee agrees to pay to Lessor the rent specified in Schedule A. All payments provided for in this Lease shall be made to the Lessor at the address of the Lessor set forth above, or at such other place as the Lessor, or its assigns, shall specify in writing. The rent specified in Schedule A shall be adjusted for any errors, increase or decrease in the purchase price of the Equipment.

(c) This Lease is a net lease and Lessee acknowledges and agrees that Lessee's obligation to make all payments hereunder, and

the rights of Lessor in and to all such payments, shall be absolute and unconditional and shall not be subject to any abatement of rent or reduction thereof, including, but not limited to, abatements or reductions due to any present or future claims of Lessee against Lessor, the manufacturer of the Equipment, or any party under common ownership or affiliated with Lessor, by reason of any defect in the Equipment, the condition, design, operation or fitness for use thereof, or by reason of any other cause. It is the intention of the parties hereto that the rent payable by Lessee hereunder shall continue to be payable in all events and in the manner and at the times herein provided unless the obligation to pay shall be terminated pursuant to the provisions of this Lease.

Section 3. Acceptance, Use and Maintenance of Equipment.

(a) 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.

(b) Lessor shall have no obligation and assumes no liability for any matter relating to the ordering, manufacture, shipment, adjusting, operating or servicing of any item of Equipment.

(c) Lessor will have the right, from time to time during reasonable business hours, after providing Lessee with prior notice, to enter upon the Lessee's premises or any other premises where the Equipment may be located, for the purpose of confirming the existence, location, condition and proper maintenance of the Equipment.

(d) Lessee, at its own cost and expense, shall keep all Equipment in good repair, condition and working order and shall furnish all parts, mechanisms, devices and servicing required therefor. All such parts, mechanisms, and devices shall immediately become the property of Lessor and part of the Equipment for all purposes.

(e) Lessee shall comply with and conform to all laws, ordinances and regulations, present or future, in any way relating to the possession, use or maintenance of the Equipment throughout the term of this lease.

(f) Lessee shall pay or satisfy and discharge any and all claims against, through or under Lessee and its successors and assigns, which, if unpaid, might constitute or become a lien or a charge upon any of the Equipment, and any liens or charges which may be levied against or imposed upon the Equipment as a result of the failure of Lessee to perform or observe any of its covenants or agreements under this Lease and any other liens or charges which arise by virtue of claims against, through or under any other party

other than Lessor, but Lessee shall not be required to pay or discharge any such claims so long as it shall, in good faith and by appropriate legal proceedings contest the validity thereof in any reasonable manner which will not, in the reasonable opinion of Lessor, affect or endanger the interest of Lessor or other rights of any assignee under this Lease hereof in and to the Equipment or diminish the value thereof. Lessee's obligations under this Section shall survive the termination of this Lease.

Section 4. No Agency.

Lessee acknowledges and agrees that neither the manufacturer, the supplier, nor any salesman, representative, or other agent of the manufacturer or supplier, is an agent of Lessor. No salesman, representative or agent of the manufacturer or supplier is authorized to waive or alter any term or condition of this Lease and no representation as to the Equipment or any other matter by the manufacturer or supplier shall in any way affect Lessee's duty to pay rent and perform its obligations as set forth in this Lease.

Section 5. Disclaimer of Warranties.

LESSEE ACKNOWLEDGES THAT: LESSOR IS NOT THE MANUFACTURER OF THE EQUIPMENT NOR THE MANUFACTURER'S AGENT NOR A DEALER THEREIN; THE EQUIPMENT IS OF A SIZE, DESIGN, CAPACITY, DESCRIPTION AND MANUFACTURE SELECTED BY LESSEE; LESSEE IS SATISFIED THAT THE EQUIPMENT IS SUITABLE AND FIT FOR ITS PURPOSES; AND LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED AS TO THE DESIGN, OPERATION OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN THE EQUIPMENT LEASED HEREUNDER, AND LESSOR MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR PURPOSE OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, IT BEING AGREED THAT ALL SUCH RISKS AS BETWEEN LESSOR AND LESSEE, ARE TO BE BORNE BY LESSEE AND THE BENEFITS OF ANY AND ALL IMPLIED WARRANTIES OF LESSOR ARE HEREBY WAIVED BY LESSEE. LESSOR SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. Lessor agrees that Lessee shall be entitled to the benefit of any manufacturer's warranties on the Equipment to the extent permitted by applicable law.

Section 6. Identification - Personal Property.

No right, title or interest in the Equipment shall pass to Lessee other than the right to maintain possession and use of the Equipment for the full Lease Term.

Section 7. 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.

Section 8. Assignment.

(a) LESSEE AGREES NOT TO SELL, PLEDGE, HYPOTHECATE, OR OTHERWISE ENCUMBER, SUFFER A LIEN UPON OR AGAINST ANY INTEREST IN THIS LEASE OR THE EQUIPMENT LEASED HEREUNDER. Lessee may assign its rights under this Lease or sublease the Equipment, so long as Lessee provides Lessor with prior written notice thereof. Any such assignment or sublease will not release Lessee from any of its liabilities or obligations hereunder.

(b) Lessor may assign, pledge, or in any other way transfer this Lease either in whole or in part, provided that Lessor has obtained the prior written consent of Lessee which consent will not be unreasonably withheld. Such consent will not be required if Lessor assigns this Lease in whole or in part to any entity which is directly or indirectly owned and controlled by The Fifth Third Bancorp or any subsidiary thereof. Any permitted transfer shall not impair the rights of Lessee hereunder. Lessor will notify Lessee of any such transfer. Should this Lease or any interest therein be assigned or should the rentals hereunder be assigned, no breach or default of this Lease by Lessor to its assignee shall excuse performance by Lessee of any provision hereof. Upon receipt of notice of assignment of this Lease or the rentals due hereunder, if so directed by Lessor, Lessee shall pay the rentals hereunder as they become due to any assignee without any set-offs, counterclaim or defense thereto.

Section 9. Fees - Taxes.

Lessee agrees to pay and to indemnify and hold Lessor harmless from all license and registration fees and all assessments, taxes and impositions of whatever nature including income, franchise, sales, use, property, excise and other taxes now or hereinafter imposed by any governmental body or agency upon the Equipment, or the use thereof, including all interest and penalties, but excluding any income taxes payable by Lessor on the receipt of income under this Lease.

Section 10. Limitation of Liability; Indemnification.

(a) Lessee agrees that Lessor shall not be responsible for any loss or damage to Lessee, its customers or anyone else, caused by any failure or defect of the Equipment, or otherwise.

(b) Lessee hereby assumes liability for, and hereby agrees to indemnify, protect, save and keep harmless Lessor, its successors and assigns, from and against any and all claims, liabilities, judgments, suits, obligations, losses, damages, expenses, penalties, and disbursements (including reasonable attorneys' fees and expenses) of any kind and nature arising from or pertaining to the use, possession, operation, manufacture, purchase, delivery, rejection, nondelivery, transportation, storage maintenance, repair return or other disposition of the Equipment, including but not limited to, liabilities resulting from strict liability in tort or a breach of any law, regulation or ordinance of any Federal, State or Local Governmental Agency.

Section 11. End of Term Options.

At the end of the Lease term, Lessee, in its sole discretion, shall have the option, for any of the Equipment which has not been terminated, to:

(a) purchase the Equipment as set forth in Schedule A(D) attached hereto; and/or

(b) return the Equipment to Lessor, provided that Lessee has given Lessor written notice to exercise this return option one hundred eighty (180) days prior to such return.

In the event Lessee returns any of the Equipment to Lessor and Lessor received an offer to purchase the Equipment, or any portion thereof, which Lessor intends to accept (the "Offer"), Lessor shall offer in writing to sell the Equipment to Lessee pursuant to the same terms and conditions as those set forth in the Offer and Lessee shall have five (5) business days to accept such offer in writing or such Offer will be deemed to not be accepted by Lessee.

Section 12. Casualty Loss.

Lessee hereby assumes and shall bear the risk of loss, damage to or theft of the Equipment from any and every cause whatsoever, whether or not insured. No loss or damage to the Equipment or any part thereof shall impair any obligation of Lessee under this Lease which shall continue in full force and effect. In the event that any item of Equipment shall become damaged, worn out, destroyed, lost or stolen, or if any item of the Equipment is requisitioned or taken by any governmental authority under the power of eminent domain or otherwise, Lessee shall promptly notify Lessor thereof and at the option of Lessee, Lessee shall:

(a) Place the same in good repair, condition and working order; or

(b) Replace the same with like property in good repair, condition and working order which property shall be thereupon conveyed to Lessor free, clear and unencumbered and thereupon be subject to this Lease; or

(c) On the Rental Payment date next following the date the Equipment becomes damaged, worn out, destroyed, lost or stolen, pay Lessor in cash all of the following:

(i) all amounts then owed by Lessee to Lessor under this Lease with respect to the car suffering the casualty;

(ii) the rent due on that date; and

(iii) the amount for such item of Equipment for the date nearest to the date of such casualty as listed on the attached casualty value schedule attached hereto as Exhibit B.

Upon Lessor's receipt of such payment, Lessee shall be entitled to whatever interest Lessor may have in said Equipment, in its then condition and location "AS IS" and "WHERE IS", without warranty express or implied.

Section 13. Insurance.

(a) Lessee at its expense will provide and maintain fire and extended coverage insurance against loss, theft, damage or destruction of the Equipment in an amount not less than 100% of the depreciated value of the Equipment as determined pursuant to Rule 107 of the Association of American Railroads Interchange Rule. Each policy will provide expressly that such insurance, as to Lessor and its assigns, will not be invalidated by any act, omission or neglect of Lessee and will provide expressly for at least thirty (30) days prior written notice to Lessor of alteration or cancellation. The proceeds of such insurance will be applied first to any unpaid obligations of Lessee under this Lease arising prior to the receipt of the proceeds and then toward the restoration or repair of the Equipment or if Lessee determines that any item of Equipment is lost, stolen, destroyed, or damaged beyond repair toward payment of the amounts required by Section 12 above. Any excess proceeds remaining thereafter will be paid to Lessee, provided Lessee is not then in default under this Lease.

(b) Lessee at its expense will carry general liability and property damage insurance with respect to the Equipment and the use thereof in amounts satisfactory to Lessor. All such insurance will name the Lessor as the additional insured thereunder.

(c) All policies relating to the insurance referred to in Subsections 13(a) and (b) above, will be in such form and with such companies as are satisfactory to Lessor and will name Lessor as an

additional insured or as an additional loss payee. Lessee will furnish Lessor proof of such insurance.

(d) If Lessee fails to procure, maintain and pay for such fire and extended coverage insurance or any such general liability, property damage required by Lessor, Lessor will have the right, but not the duty, to obtain such insurance on behalf of and at the expense of Lessee. In the event Lessor does obtain and pay for such insurance, Lessee will reimburse Lessor for the costs thereof no later than the date of the next scheduled rental payment under the Lease.

Section 14. Right of Lessor to Perform.

If the Lessee shall fail to comply with any of its covenants herein contained, and such failure to comply is not remedied within thirty (30) days after Lessee's receipt of written notice of such failure by Lessor, the Lessor (or, in the case of an assignment by the Lessor pursuant to Section 8(b) hereof, an assignee), may, but shall not be obligated to, make advances to perform the same and to take all such action as may be necessary to obtain such performance. Any payment so made by any such party and all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred in connection therewith shall be immediately due and payable by the Lessee to the party making the same, as additional rent hereunder.

Section 15. Ownership for tax purposes.

(a) For income tax purposes, Lessor will treat Lessee as the owner of the Equipment. Accordingly, Lessor will not claim any tax benefits available to an owner of the Equipment.

(b) Lessee shall (i) execute and deliver to Lessor, to be recorded at Lessee's expense, Uniform Commercial Code financing statements, statements of amendment and statements of continuation as reasonably may be required by Lessor to provide notice of the existence of this Lease and (ii) execute and deliver, to be recorded at Lessee's expense, any such forms and documents as reasonably may be required by Lessor to evidence Lessor's title to any item of Equipment which is covered by a certificate of title issued under a statute of any applicable jurisdiction.

Section 16. Events of Default.

Any of the following events shall constitute an Event of Default:

(a) The nonpayment by Lessee for ten (10) days of any rent or other amount provided for herein after the same is due and payable;

(b) The failure of Lessee to observe, keep or perform any other provisions of this Lease required to be observed, kept or performed by Lessee, which failure is not cured thirty (30) days after written notice thereof by Lessor;

(c) The failure of Lessee to make any payment when due, or to observe or perform any covenant or agreement contained in, or the occurrence of a default or Event of Default under any agreement evidencing, guarantying or securing any other indebtedness or obligation of Lessee to Lessor, The Fifth Third Bank, or any affiliate of Fifth Third Bancorp of any kind or nature, including but not limited to the Loan Agreement, dated December 8, 1992, among Lessee, Lessor, Star Bank, National Association, ABN AMRO Bank, N.V., New York Banch, and NBD Bank, N.A.;

(d) Any representation or warranty made herein or in any other agreement or writing furnished in connection with this Lease shall be false or misleading in any material respect when made;

(e) Lessee's making an assignment for the benefit of creditors or committing any other affirmative act of insolvency or bankruptcy, filing a petition in bankruptcy or for arrangement or reorganization or having such a petition filed against it if such petition is not dismissed or withdrawn within thirty (30) days;

(f) The attachment of a substantial part of the property of Lessee or appointment of a receiver for Lessee or any substantial part of Lessee's property;

(g) Lessee ceases to do business as a going concern, or if there is a change in the ownership of Lessee which changes the identity of any person or persons having, directly or indirectly, more than 49% of either the legal or beneficial ownership of Lessee;

(h) Any guarantor of Lessee's obligations hereunder denies his or its obligations to guarantee any obligations then existing or attempts to limit or terminate his or its obligations to guaranty the Lessee's obligations hereunder.

Lessee shall notify Lessor in writing, promptly upon Lessee's learning of any default by Lessee under this Lease.

Section 17. Remedies.

Upon the occurrence of any Event of Default, and so long as the same shall be continuing, Lessor shall have the right to declare this Lease in default without further notice to Lessee. Such declaration shall apply to all schedules then in effect hereunder. Upon the making of any such declaration, Lessor shall have the right to exercise any one or more of the following remedies:

(a) To take possession of any and all items of Equipment without further demand or notice wherever they may be located without any court order or process of law (but if Lessor applies for a court order or the issuance of legal process, Lessee waives any prior notice of the making of this application or the issuance of such order of legal process) and Lessee hereby waives any and all damages occasioned by such taking of possession; any such taking of possession shall not constitute termination of this Lease as to any or all of Equipment unless Lessor expressly so notified Lessee in writing;

(b) To terminate this Lease as to any or all items of Equipment without prejudice to Lessor's rights in respect to obligations then accrued and remaining unsatisfied;

(c) To recover from Lessee (and Lessee agrees to pay in cash the following):

(i) all amounts then owed by Lessee to Lessor under this Lease;

(ii) the rent due on that date;

(iii) the amount for such item of Equipment for the date nearest to the date of such Event of Default as listed on the attached casualty value schedule attached hereto as Exhibit B.

Upon payment in full of all amounts owed under Section 17(c) (i), (ii) & (iii) Lessor shall convey title to the Equipment to Lessee.

(d) To sell any or all of the Equipment in public or private sale, in bulk or in parcels, for cash or on credit without having the Equipment present at the place of sale and to recover from Lessee all costs of taking possession, storing for up to thirty (30) days, repairing, and selling the Equipment (and Lessor may use Lessee's premises for any or all of the foregoing without liability for rent, costs, or damages or otherwise) or to otherwise dispose, hold, use, operate, lease to others or keep idle such Equipment all as Lessor in its sole discretion may determine and to apply the proceeds of any such action:

(i) To all costs, charges and expenses incurred in taking, removing, holding, operating, repairing (to the condition of the Equipment on the date title thereto was conveyed to Lessor), and selling, leasing or otherwise disposing of the Equipment; then

(ii) To the amounts set forth in Section (c) (i), (ii), and (iii) above provided that Lessee shall pay any deficiency due Lessor; and

(iii) Any surplus shall be retained by Lessor;

(e) To pursue any other remedy provided for by statute or otherwise available at law or in equity.

Notwithstanding any repossession, or other action which Lessor may take, the Lessee shall be and remain liable for the full performance of all obligations on the part of Lessee to be performed under this Lease to the extent not paid or performed by Lessee. All such remedies are cumulative and may be exercised concurrently or separately.

Section 18. Early Termination.

Lessee may, at its option, upon not less than thirty (30) days prior written notice to Lessor, terminate this Lease with respect to any item of the Equipment, at any time during the term of this Lease, provided that the rent due through and including such date and any other sums due hereunder with respect to such Equipment are paid and no Event of Default shall have occurred and continuing. The amount to be paid shall be the rent due on that date plus the amount on the attached Exhibit B multiplied by the number of railcars being terminated.

Section 19. Further Assurances.

Lessee will, upon request of Lessor, at Lessor's sole cost and expense do and perform any other act and will execute, acknowledge, deliver, file, record and deposit (and will re-file, re-register, re-record, and re-deposit whenever required) any and all further instruments as provided by Lessor and as required by law or Lessor including, without limitation, financing statements or other documents needed for the protection of Lessor's interest.

Section 20. Notices.

Any notices and demands required to be given hereunder shall be in writing and may be delivered personally or mailed by certified mail, return receipt requested, to the respective addresses of the parties above set forth, or to such other address as either party may hereinafter indicate by written notice, as provided in this section.

Section 21. Financial Statements.

Within sixty (60) days after the end of each fiscal quarter and within ninety (90) days after the end of each fiscal year of Lessee during the term of this Lease, Lessee shall deliver to Lessor yearly Balance Sheets, Profit and Loss Statements and Source and Application of Funds of Lessee certified by the independent public accountants of Lessee or if unaudited, certified to be true and correct by the chief financial officer of Lessee. Such

financial statements shall be deemed confidential information and may not be released by Lessor to any third party without Lessee's prior written consent unless required by applicable laws or by order of a court or other governmental agency.

Section 22. Finance Lease.

The Lessor and Lessee hereby agree that this Lease is a "finance lease" as that term is defined in Section 1310.01(A)(7) of the Ohio Revised Code and that Lessor shall be treated as a finance lessor entitled to the benefits and releases from liability accorded to a finance lessor under Ohio's Uniform Commercial Code.

Section 23. Filings.

Lessee will execute and deliver to Lessor at Lessor's request all financing statements, continuation statements, and other documents that Lessor may reasonably request, in form satisfactory to Lessor, to perfect and maintain Lessor's interest in the Equipment and to fully consummate all transactions contemplated under this Agreement.

Section 24. Late Payments.

Interest at the rate of 1% per month or the maximum rate permitted by law, whichever is less, shall accrue on the amount of any payment not made when due hereunder from the date thereof until payment is made, and Lessee shall pay such interest to Lessor, on demand.

Section 25. Entire Agreement.

THIS LEASE CONSTITUTES THE ENTIRE AGREEMENT BETWEEN LESSOR AND LESSEE AND EXCLUSIVELY AND COMPLETELY STATES THE RIGHTS OF LESSOR AND LESSEE WITH RESPECT TO THE LEASING OF THE EQUIPMENT AND SUPERSEDES ALL PRIOR AGREEMENTS, ORAL OR WRITTEN, WITH RESPECT THERETO AND ANY COURSE OF DEALING OF THE PARTIES HERETO.

Section 26. Miscellaneous.

(a) This Lease shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto provided, however, that nothing contained in this section shall impair any of the provisions prohibiting assignment without the consent of Lessor or Lessee;

(b) Any provision of this Lease which is unenforceable in any jurisdiction shall not render unenforceable such provision in any other jurisdiction and shall not invalidate the remaining provisions of this Lease.

(c) This Lease shall be governed by and construed under the laws of the State of Ohio without regard to its conflicts of laws provisions.

(d) All covenants of Lessee herein shall survive the expiration or termination of this Lease to the extent required for their full observance and performance.

(e) No delay or omission to exercise any right, power or remedy nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein or of any similar breach or default thereafter occurring, nor shall any waiver of any single breach of default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of Lessor of any breach or default under this Lease must be in writing specifically set forth.

(f) Lessee agrees that the state and federal courts in Hamilton County, Ohio or any other court in which Lessor initiates proceedings have exclusive jurisdiction over all matters arising out of this Agreement and that service of process in any such proceeding shall be effective if mailed to Lessee at its address described in on the first page of this Lease. **LESSOR AND LESSEE HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED THEREBY.**

(g) No variation or modification or amendment of this Lease and no waiver of any of its provisions or conditions shall be valid unless in writing.

BY INITIALLING THIS SECTION, LESSEE ACKNOWLEDGES THAT LESSEE HAS READ THE ABOVE PARAGRAPHS UNDER SECTION 5 ENTITLED "DISCLAIMER OF WARRANTIES" AND SECTION 25 ENTITLED "ENTIRE AGREEMENT" AND FULLY UNDERSTANDS THEIR CONTENT.

INITIALED:

Lessor and Lessee have each caused this Lease to be duly executed on the dates set forth below:

LESSEE:

THE DAVID J. JOSEPH COMPANY

By:

Its:

Date:

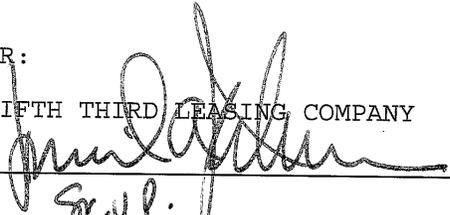
LESSOR:

THE FIFTH THIRD LEASING COMPANY

By: _____

Its: _____

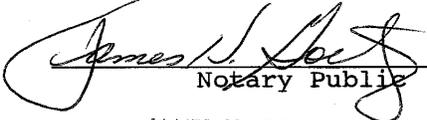
Date: _____


Sr. V.P.
December 29, 1993

STATE OF OHIO)
COUNTY OF HAMILTON)

SS:

The foregoing instrument was acknowledged before me this
29th day of DECEMBER, 1993, by DOUGLAS F. McMillan,
the VICE PRESIDENT of THE DAVID J. JOSEPH CO., a
Delaware corporation, on behalf of the Corporation.


Notary Public

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

STATE OF Ohio)
COUNTY OF Hamilton)

SS:

The foregoing instrument was acknowledged before me this 29 day of December, 1993, by David A. Jackson, the Senior Vice President of The Fifth Third Leasing Co., a Ohio corporation, on behalf of the Corporation.

Thomas J. Merkle
Notary Public

THOMAS J. MERKLE
Notary Public, State of Ohio
My Commission Expires Dec. 16, 1996

SCHEDULE A

Schedule Forming Part of a Lease between The Fifth Third Leasing Company, Lessor, and The David J. Joseph Company, Lessee, dated December 29, 1993.

A. Equipment Leased:

659 Gondola Railcars as more fully described on Exhibit A attached hereto.

EQUIPMENT COST: []

B. Term: Unless sooner terminated as set forth in the Lease, the term of the Lease respecting each item of equipment listed on this schedule expires on []

C. Rent: As rent for the Equipment, Lessee shall pay Lessor the total rentals of [] in [] installments, commencing on January 1, 1994 and continuing on the first day of each calendar month thereafter as follows: [] rentals in the amount of [] per month, in advance, plus sales/use tax, if applicable, commencing on January 1, 1994 and continuing on the first day of each calendar month thereafter with the final rental due and payable on or before the expiration or sooner termination of this Lease.

D. Additional Terms and Conditions:

Provided that Lessee is not then in default hereunder, unless Lessee has exercised its option to terminate this Lease pursuant to the terms hereof or has exercised its option to return the Equipment strictly in accordance with the terms of the Lease, upon the expiration of the term of the Lease, Lessee shall have the option to purchase all of the Equipment upon the following terms and conditions:

The Purchase Price for the Equipment will [] per car for each remaining car under the Lease.

At the expiration of the term of this Lease, Lessee shall pay to Lessor in cash the Purchase Price for the Equipment so purchased.

LESSEE:

THE DAVID J. JOSEPH COMPANY

By: [Signature]

Its: [Signature]

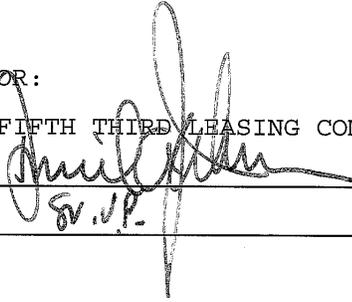
VICE PRESIDENT

LESSOR:

THE FIFTH THIRD LEASING COMPANY

By: _____

Its: _____



S.V.P.

joseph.00f
(jrh)12-28-93

**EXHIBIT A
EQUIPMENT DESCRIPTION**

NUMBER OF CARS	YEAR BUILT	BUILDER	70/100 TON	DESCRIPTION
41	1968	Despatch Shops	70 Ton	65' gondolas, 3243 cu. ft.
8	1967	Greenville	100 Ton	High side gondolas, 3700 cu. ft.
114	1966	Greenville	100 Ton	High side gondolas, 3700 cu. ft.
65	1968	Despatch Shops	100 Ton	High side gondolas, 3850 cu. ft.
15	1964-66	Thrall	100 Ton	High side gondolas, 4000 cu. ft.
2	1970	Thrall	100 Ton	High side gondolas, 4000 cu. ft.
79	1967	Greenville	100 Ton	High side gondolas, 4100 cu. ft.
106	1976	Pullman	100 Ton	High side gondolas, 4000 cu. ft.
83	1978	Thrall	100 Ton	High side gondolas, 4000 cu. ft.
115	1970	Thrall	100 Ton	High side gondolas, 4000 cu. ft.
10	1976	Greenville	100 Ton	Open Top Hoppers, 4000 cu. ft.
21	1967-70	Thrall	100 Ton	High side RD gondolas, 4000 cu. ft.

659

**EXHIBIT A
CAR LISTING**

<u>CAR NO.</u>	<u>CAR NO.</u>	<u>CAR NO.</u>
DJJX 1	RLMX 1248	RLMX 1299
DJJX 2	RLMX 1249	RLMX 1300
DJJX 3	RLMX 1250	RLMX 1301
DJJX 4	RLMX 1251	RLMX 1302
DJJX 5	RLMX 1252	RLMX 1303
DJJX 6	RLMX 1253	RLMX 1304
DJJX 7	RLMX 1254	RLMX 1305
DJJX 8	RLMX 1255	RLMX 1306
RLMX 1200	RLMX 1256	RLMX 1307
RLMX 1201	RLMX 1257	RLMX 1308
RLMX 1202	RLMX 1258	RLMX 1309
RLMX 1203	RLMX 1259	RLMX 1310
RLMX 1204	RLMX 1260	RLMX 1311
RLMX 1205	RLMX 1261	RLMX 1312
RLMX 1206	RLMX 1262	RLMX 1313
RLMX 1207	RLMX 1263	RLMX 1314
RLMX 1208	RLMX 1264	RLMX 1315
RLMX 1210	RLMX 1265	RLMX 1316
RLMX 1211	RLMX 1266	RLMX 1317
RLMX 1213	RLMX 1267	RLMX 1318
RLMX 1214	RLMX 1268	RLMX 1319
RLMX 1215	RLMX 1270	RLMX 1320
RLMX 1216	RLMX 1271	RLMX 1400
RLMX 1218	RLMX 1272	RLMX 1401
RLMX 1219	RLMX 1273	RLMX 1402
RLMX 1220	RLMX 1274	RLMX 1403
RLMX 1221	RLMX 1275	RLMX 1404
RLMX 1222	RLMX 1276	RLMX 1405
RLMX 1223	RLMX 1277	RLMX 1406
RLMX 1224	RLMX 1278	RLMX 1407
RLMX 1225	RLMX 1279	RLMX 1408
RLMX 1226	RLMX 1280	RLMX 1409
RLMX 1227	RLMX 1281	RLMX 1410
RLMX 1228	RLMX 1282	RLMX 1411
RLMX 1230	RLMX 1283	RLMX 1412
RLMX 1231	RLMX 1284	RLMX 1413
RLMX 1232	RLMX 1285	RLMX 1414
RLMX 1233	RLMX 1286	RLMX 1415
RLMX 1234	RLMX 1287	RLMX 1416
RLMX 1235	RLMX 1288	RLMX 1417
RLMX 1236	RLMX 1289	RLMX 1418
RLMX 1237	RLMX 1290	RLMX 1419
RLMX 1238	RLMX 1291	RLMX 1420
RLMX 1239	RLMX 1292	RLMX 1421
RLMX 1242	RLMX 1293	RLMX 1422
RLMX 1243	RLMX 1294	RLMX 1423
RLMX 1244	RLMX 1295	RLMX 1424
RLMX 1245	RLMX 1296	RLMX 1425
RLMX 1246	RLMX 1297	RLMX 1427
RLMX 1247	RLMX 1298	RLMX 1428

**EXHIBIT A
CAR LISTING**

<u>CAR NO.</u>		<u>CAR NO.</u>		<u>CAR NO.</u>	
RLMX	1429	DJJX	1637	DJJX	1729
RLMX	1431	DJJX	1638	DJJX	1730
RLMX	1433	DJJX	1639	DJJX	1731
RLMX	1434	DJJX	1640	DJJX	1732
RLMX	1435	DJJX	1641	DJJX	1733
RLMX	1436	DJJX	1642	DJJX	1734
RLMX	1437	DJJX	1643	DJJX	1735
RLMX	1438	DJJX	1644	DJJX	1736
RLMX	1439	DJJX	1645	DJJX	1737
RLMX	1440	DJJX	1646	DJJX	1738
RLMX	1442	DJJX	1647	DJJX	1739
RLMX	1443	DJJX	1648	DJJX	1740
RLMX	1445	DJJX	1649	DJJX	1741
DJJX	1600	DJJX	1650	DJJX	1742
DJJX	1601	DJJX	1651	DJJX	1743
DJJX	1602	DJJX	1652	DJJX	1744
DJJX	1603	DJJX	1653	DJJX	1745
DJJX	1604	DJJX	1654	DJJX	1746
DJJX	1605	DJJX	1655	DJJX	1747
DJJX	1606	DJJX	1656	DJJX	1748
DJJX	1607	DJJX	1657	DJJX	1749
DJJX	1608	DJJX	1658	DJJX	1750
DJJX	1609	DJJX	1659	DJJX	1751
DJJX	1610	DJJX	1660	DJJX	1752
DJJX	1611	DJJX	1661	DJJX	1753
DJJX	1612	DJJX	1662	DJJX	1754
DJJX	1613	DJJX	1663	DJJX	1755
DJJX	1614	DJJX	1664	DJJX	1756
DJJX	1615	DJJX	1700	DJJX	1757
DJJX	1616	DJJX	1701	DJJX	1758
DJJX	1617	DJJX	1702	DJJX	1759
DJJX	1618	DJJX	1703	DJJX	1760
DJJX	1619	DJJX	1704	DJJX	1761
DJJX	1620	DJJX	1705	DJJX	1762
DJJX	1621	DJJX	1706	DJJX	1763
DJJX	1622	DJJX	1707	DJJX	1764
DJJX	1623	DJJX	1708	DJJX	1765
DJJX	1624	DJJX	1709	DJJX	1766
DJJX	1625	DJJX	1710	DJJX	1767
DJJX	1627	DJJX	1712	DJJX	1626
DJJX	1628	DJJX	1713	DJJX	1769
DJJX	1629	DJJX	1714	DJJX	1770
DJJX	1630	DJJX	1722	DJJX	1771
DJJX	1631	DJJX	1723	DJJX	1772
DJJX	1632	DJJX	1724	DJJX	1773
DJJX	1633	DJJX	1725	DJJX	1774
DJJX	1634	DJJX	1726	DJJX	1775
DJJX	1635	DJJX	1727	DJJX	1776
DJJX	1636	DJJX	1728	DJJX	1777

**EXHIBIT A
CAR LISTING**

<u>CAR NO.</u>		<u>CAR NO.</u>		<u>CAR NO.</u>	
DJJX	1778	DJJX	1828	DJJX	1939
DJJX	1779	DJJX	1829	DJJX	1940
DJJX	1780	DJJX	1830	DJJX	1941
DJJX	1781	DJJX	1831	DJJX	1942
DJJX	1782	DJJX	1832	DJJX	1943
DJJX	1783	DJJX	1833	DJJX	1944
DJJX	1784	DJJX	1834	DJJX	1945
DJJX	1785	DJJX	1835	DJJX	1946
DJJX	1786	DJJX	1836	DJJX	1947
DJJX	1787	DJJX	1865	DJJX	1948
DJJX	1788	DJJX	1866	DJJX	1949
DJJX	1789	DJJX	1900	DJJX	1950
DJJX	1790	DJJX	1901	DJJX	1951
DJJX	1791	DJJX	1902	DJJX	1952
DJJX	1792	DJJX	1903	DJJX	1953
DJJX	1793	DJJX	1904	DJJX	1954
DJJX	1794	DJJX	1905	DJJX	1955
DJJX	1795	DJJX	1906	DJJX	1956
DJJX	1796	DJJX	1907	DJJX	1957
DJJX	1797	DJJX	1908	DJJX	1958
DJJX	1798	DJJX	1909	DJJX	1959
DJJX	1799	DJJX	1910	DJJX	1960
DJJX	1800	DJJX	1911	DJJX	1961
DJJX	1801	DJJX	1912	DJJX	1962
DJJX	1802	DJJX	1913	DJJX	1963
DJJX	1803	DJJX	1914	DJJX	1964
DJJX	1804	DJJX	1915	DJJX	1965
DJJX	1805	DJJX	1916	DJJX	1966
DJJX	1806	DJJX	1917	DJJX	1967
DJJX	1807	DJJX	1918	DJJX	1968
DJJX	1808	DJJX	1919	DJJX	1969
DJJX	1809	DJJX	1920	DJJX	1970
DJJX	1810	DJJX	1921	DJJX	1971
DJJX	1811	DJJX	1922	DJJX	1972
DJJX	1812	DJJX	1923	DJJX	1973
DJJX	1813	DJJX	1924	DJJX	1974
DJJX	1814	DJJX	1925	DJJX	1975
DJJX	1815	DJJX	1926	DJJX	1976
DJJX	1816	DJJX	1927	DJJX	1977
DJJX	1711	DJJX	1768	DJJX	1817
DJJX	1819	DJJX	1930	DJJX	1818
DJJX	1820	DJJX	1931	DJJX	2201
DJJX	1821	DJJX	1932	DJJX	2202
DJJX	1822	DJJX	1933	DJJX	2203
DJJX	1823	DJJX	1934	DJJX	2204
DJJX	1824	DJJX	1935	DJJX	2205
DJJX	1825	DJJX	1936	DJJX	2206
DJJX	1826	DJJX	1937	DJJX	2207
DJJX	1827	DJJX	1938	DJJX	2208

**EXHIBIT A
CAR LISTING**

<u>CAR NO.</u>		<u>CAR NO.</u>		<u>CAR NO.</u>	
DJJX	2209	DJJX	2289	DJJX	2403
DJJX	2210	DJJX	2290	DJJX	2405
DJJX	2211	DJJX	2291	DJJX	2406
DJJX	2212	DJJX	2292	DJJX	2407
DJJX	2213	DJJX	2293	DJJX	2408
DJJX	2214	DJJX	2294	DJJX	2409
DJJX	2215	DJJX	2295	DJJX	2410
DJJX	2216	DJJX	2296	DJJX	2411
DJJX	2217	DJJX	2297	DJJX	2412
DJJX	2218	DJJX	2298	DJJX	2413
DJJX	2219	DJJX	2299	DJJX	2414
DJJX	2220	DJJX	2300	DJJX	2415
DJJX	2221	DJJX	2301	DJJX	2416
DJJX	2222	DJJX	2302	DJJX	2417
DJJX	2223	DJJX	2303	DJJX	2418
DJJX	2224	DJJX	2304	DJJX	2419
DJJX	2225	DJJX	2305	DJJX	2420
DJJX	2226	DJJX	2306	DJJX	2421
DJJX	2227	DJJX	2307	DJJX	2422
DJJX	2228	DJJX	2308	DJJX	2423
DJJX	2229	DJJX	2309	DJJX	2424
DJJX	2250	DJJX	2310	DJJX	2425
DJJX	2251	DJJX	2311	DJJX	2426
DJJX	2252	DJJX	2312	DJJX	2427
DJJX	2253	DJJX	2313	DJJX	2428
DJJX	2254	DJJX	2314	DJJX	2431
DJJX	2255	DJJX	2315	DJJX	2432
DJJX	2256	DJJX	2316	DJJX	2434
DJJX	2257	DJJX	2317	DJJX	2435
DJJX	2258	DJJX	2318	DJJX	2436
DJJX	2259	DJJX	2319	DJJX	2437
DJJX	2260	DJJX	2320	DJJX	2438
DJJX	2261	DJJX	2321	DJJX	2440
DJJX	2262	DJJX	2322	DJJX	2441
DJJX	2263	DJJX	2323	DJJX	2442
DJJX	2264	DJJX	2324	DJJX	2443
DJJX	2265	DJJX	2325	DJJX	2444
DJJX	2276	DJJX	2326	DJJX	2445
DJJX	2277	DJJX	2327	DJJX	2446
DJJX	1928	DJJX	1978	DJJX	2278
DJJX	1929	DJJX	2200	DJJX	2279
DJJX	2281	DJJX	2331	DJJX	2280
DJJX	2282	DJJX	2332	DJJX	2451
DJJX	2283	DJJX	2333	DJJX	2452
DJJX	2284	DJJX	2334	DJJX	2453
DJJX	2285	DJJX	2335	DJJX	2454
DJJX	2286	DJJX	2400	DJJX	2455
DJJX	2287	DJJX	2401	DJJX	2457
DJJX	2288	DJJX	2402	DJJX	2458

**EXHIBIT A
CAR LISTING**

<u>CAR NO.</u>		<u>CAR NO.</u>		<u>CAR NO.</u>	
DJJX	2459	DJJX	2485	DJJX	2809
DJJX	2460	DJJX	2487	DJJX	2810
DJJX	2461	DJJX	2489	DJJX	2811
DJJX	2463	DJJX	2490	DJJX	2812
DJJX	2467	DJJX	2491	DJJX	2813
DJJX	2468	DJJX	2492	DJJX	2814
DJJX	2469	DJJX	2493	DJJX	2815
DJJX	2470	DJJX	2494	DJJX	2816
DJJX	2471	DJJX	2495	DJJX	2817
DJJX	2472	DJJX	2496	DJJX	2818
DJJX	2473	DJJX	2497	DJJX	2819
DJJX	2474	DJJX	2447	DJJX	2820
DJJX	2328	DJJX	2448	DJJX	3003
DJJX	2329	DJJX	2449	DJJX	3004
DJJX	2330	DJJX	2800	DJJX	3005
DJJX	2476	DJJX	2801	DJJX	3007
DJJX	2477	DJJX	2802	DJJX	3015
DJJX	2478	DJJX	2803	DJJX	3016
DJJX	2479	DJJX	2804	DJJX	3022
DJJX	2481	DJJX	2805	DJJX	3028
DJJX	2482	DJJX	2806	DJJX	3029
DJJX	2483	DJJX	2807	DJJX	3031
DJJX	2484	DJJX	2808		