



0100885057

(2)

19539-A

The David J. Joseph Company

1995

December 7, 1995

Ms. Mildred Lee  
Interstate Commerce Commission  
12th & Constitution Ave., NW  
Room 2303  
Washington, DC 20423

RECEIVED  
FBI  
DEC 11 1995

Dear Ms. Lee:

Enclosed is an original and a copy of the Memorandum of Rights dated as of November 30, 1995 between the following parties:

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

**Buyer:** The Fifth Third Leasing Company  
38 Fountain Square Plaza  
Cincinnati, OH 45263

The lease to which this document is connected is recorded under Recordation No. 19539.

Please file this agreement as a secondary document. The amount of \$21.00 is included in the enclosed check.

Sincerely,

THE DAVID J. JOSEPH COMPANY

Julia R. Jones  
Documentation Assistant

Enclosures

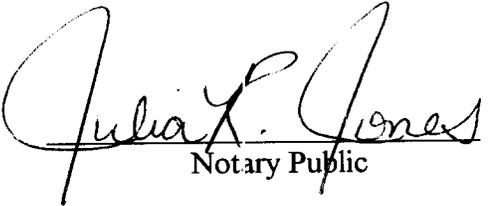
Railroad Equipment Leasing  
and Marketing Division

300 Pike Street  
Cincinnati, Ohio 45202-4214  
(513) 621-8770  
FAX (513) 345-4433

Mail Address:  
P.O. Box 1078  
Cincinnati, Ohio 45201-1078

**CERTIFICATE**

The undersigned, Julia Jones, 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

JULIA K. JONES  
Notary Public, State of Ohio  
My Commission Expires Feb. 27, 2000





Interstate Commerce Commission  
Washington, D.C. 20423-0001

12/11/95

Office Of The Secretary

Julia R. Jones  
Documentation Assistant  
The David J. Joseph V Company  
300 Pike Street  
Cincinnati, Ohio 45202-4214

Dear Madam:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/11/95 at 11:55AM, and assigned recordation number(s). 19539-A and 19539-B.

Sincerely yours,

Vernon A. Williams  
Secretary

Enclosure(s)

(0100885037)

\$ 42.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

19539-A  
1995

**MEMORANDUM OF RIGHTS**

This Memorandum of Rights is entered into as of the 30th day of November, 1995 by and between The David J. Joseph Company, a Delaware corporation ("Seller") and The Fifth Third Leasing Company, an Ohio corporation ("Buyer").

**W I T N E S S E T H:**

WHEREAS, Buyer and Seller are parties to that certain Purchase and Sale Agreement dated as of November 30, 1995 (the "Agreement"), pursuant to which the Buyer purchased Seller's entire right, title and interest in and to the railroad cars identified on Schedule I attached hereto (collectively, the "Cars");

WHEREAS, certain of the Cars are subject to the Lease identified on Schedule I (the "Lease");

WHEREAS, in connection with and pursuant to the Agreement, Buyer granted Seller certain rights (the "Rights"), which the parties intend will operate as a lien on the Cars;

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions contained herein and in the Agreement, the parties do hereby confirm that the Rights granted Seller by Buyer pursuant to the Agreement shall operate as a lien on said Cars and said Cars shall not be sold, leased or otherwise transferred by Buyer except in accordance with and subject to the terms and provisions of said Rights. A description of the Rights will be provided to interested parties upon written request sent to Buyer or Seller at the following addresses:

BUYER: Fifth Third Leasing Company  
38 Fountain Square Plaza  
Cincinnati, Oh 45263  
Attention: David A. Jackson

SELLER: The David J. Joseph Company  
Railroad Equipment Leasing & Marketing Division  
300 Pike Street  
Cincinnati, OH 45202  
Attention: Vice President

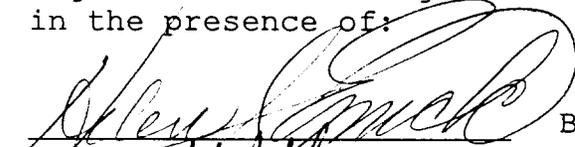
Upon expiration or termination of said Rights referred to herein, Seller and Buyer shall file an instrument with the Interstate Commerce Commission terminating said Rights of record.

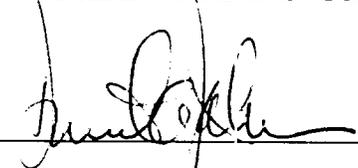
This Memorandum of Rights, being further documentation of the transactions contemplated by the Agreement, neither expands upon nor limits the rights and obligations of the parties under the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Rights as of the date and year first above written.

Signed and acknowledged  
in the presence of:

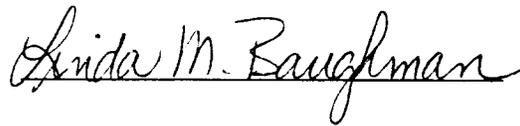
THE FIFTH THIRD LEASING COMPANY

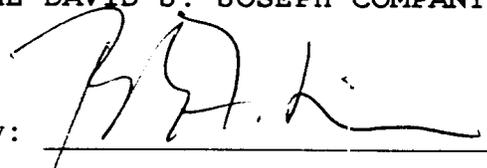
  


By:   
Name: David A. Jackson  
Title: Senior Vice President

Signed and acknowledged  
in the presence of:

THE DAVID J. JOSEPH COMPANY

By:   
Name: Douglas F. McMillan  
Title: Vice President

STATE OF OHIO            )  
                                  )    SS:  
COUNTY OF HAMILTON)

On this 30th day of November, 1995, before me the subscriber, Julia R. Jones, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Douglas F. McMillan, to me personally known, who stated and acknowledged that he is the Vice President of The David J. Joseph Company, a Delaware corporation, and duly authorized by authority of the Board of Directors or By-laws of said corporation in his capacity as such officer to execute and acknowledge the foregoing instrument for and in the name and on behalf of said corporation and further stated and acknowledged that he has so signed, executed and delivered the foregoing instrument as the free and voluntary act and deed of said corporation, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 30th day of November, 1995.

*Julia R. Jones*  
(Notary Signature)

My commission expires:

2-27-2000



**JULIA R. JONES**  
Notary Public, State of Ohio  
My Commission Expires Feb. 27, 2000

STATE OF OHIO            )  
                                  )    SS:  
COUNTY OF HAMILTON )

On this 30th day of November, 1995, before me the subscriber, MARSHA J. BUBECK, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named David A. Jackson, to me personally known, who stated and acknowledged that he is the Senior Vice President of The Fifth Third Leasing Corporation, an Ohio corporation, and duly authorized by authority of the Board of Directors or By-laws of said corporation in his capacity as such officer to execute and acknowledge the foregoing instrument for and in the name and on behalf of said corporation and further stated and acknowledged that he has so signed, executed and delivered the foregoing instrument as the free and voluntary act and deed of said corporation, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 30th day of November, 1995.

  
(Notary Signature)

My commission expires:

**MARSHA J. BUBECK**  
Notary Public, State of Ohio  
My Commission Expires Oct. 29, 2000

**SCHEDULE I  
TO  
MEMORANDUM OF RIGHTS**

**CARS:**           Ninety-eight (98) railcars bearing reporting marks as follows:

CNW 471700 - CNW 471797, INCLUSIVE

**LEASE:**           Dated May 26, 1995, between Chicago and North Western Railroad Company (subsequently acquired by Union Pacific Railroad October 1, 1995) and The David J. Joseph Company.