

Counter Parts - [Signature]

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N.W.
SUITE 200
WASHINGTON, D.C.
20006-2973
(202) 393-2266
FAX (202) 393-2156

RECORDED 20270
SEP 20 1996 3:14 PM

20270-A, B
OF COUNSEL
URBAN A. LESTER

SEP 20 1996 3:14 PM

SEP 20 3 14 PM '96

RECEIVED
SURFACE TRANSPORTATION
BOARD

September 20, 1996

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies each of a Memorandum of Railroad Equipment Lease Agreement, dated as of September 4, 1996, a primary document as defined in the Board's Rules for the Recordation of Documents, and a Security Agreement, dated September 23, 1996, and Assignment of Leases, dated September 23, 1996, both being secondary documents related thereto

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

Memorandum of Railroad Equipment Lease

Lessor:	DJJ Leasing Ltd 300 Pike Street Cincinnati, Ohio 45202
Lessee:	Canadian Pacific Railway Company Suite 500 Gulf Canada Square 401 9th Avenue, SW Calgary, Alberta T2P 4Z4

Mr. Vernon A Williams
September 20, 1996
Page 2

Security Agreement

Borrower: DJJ Leasing Ltd.
300 Pike Street
Cincinnati, Ohio 45202

Secured Party: MeesPierson, N.V
Coolsingel 93
PO Box 749
3000 AS Rotterdam
The Netherlands

Assignment of Leases

Assignor: DJJ Leasing Ltd.
300 Pike Street
Cincinnati, Ohio 45202

Assignee: MeesPierson, N V
Coolsingel 93
PO Box 749
3000 AS Rotterdam
The Netherlands

A description of the railroad equipment covered by the enclosed documents is:

~~DJLX~~
125 railcars bearing reporting marks and road numbers ~~DJLX~~ 96000
through ~~DJLX~~ 96124, inclusive
~~DJLX~~

Also enclosed is a check in the amount of \$66.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

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

Very truly yours,



Robert W. Alvord

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20425-0001

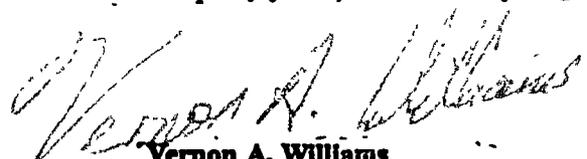
9/20/96

Robert W. Alvord
Alvord And Alvord
918 Sixteenth Street, NW, Ste. 200
Washington, DC., 20006-2973

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 9/20/96 at 3:15PM, and assigned recordation number(s). 20270 and 20270-A, 20270-B.

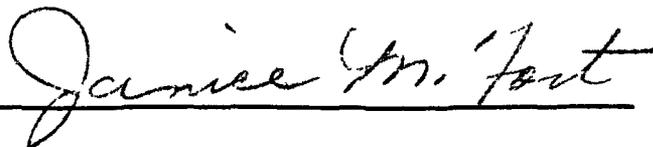
Sincerely yours,


Vernon A. Williams
Secretary

Enclosure(s)

\$ 66.00 The amount indicated at the left has been received in payment of a fee in connection with 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 opportunity to examine your document.

Signature



20270-18
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ASSIGNMENT OF LEASES

THIS ASSIGNMENT OF LEASES (the "Assignment") dated as of September 23, 1996 made by DJJ LEASING LTD., an Ohio limited liability company, having an office at 300 Pike Street, Cincinnati, Ohio 45202 (the "Assignor"), in favor of MEESPIERSON, N.V., a Netherlands corporation, having an office at Coolensingel 93, P.O. Box 749, 3000 AS Rotterdam, The Netherlands, in its capacity as secured party and Agent (the "Agent").

W I T N E S S E T H:

WHEREAS, the Assignor has entered into that certain Term Loan Agreement, dated as of September 23, 1996, with the Agent and the Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"); and

WHEREAS, the obligation of the Lenders to make the Loans under the Loan Agreement is subject to the condition, among others, that the Assignor grant to and create in favor of the Agent, for itself and the benefit of the Lenders, a security interest in all of the assets of the Assignor:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make the Loans pursuant to the Loan Agreement, the Assignor agrees with the Agent as follows:

Section 1. Definitions.

All capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Loan Agreement.

Section 2. Rights Assigned.

(a) In confirmation of and in addition to the terms and conditions of the Security Agreement of even date herewith between the Assignor and the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Assignor has collaterally sold, assigned, transferred and set over, and by this instrument does sell, assign, transfer and set over unto the Agent and its successors and assigns, for the benefit of the Agent and the Lenders, to its and their own proper use and benefit, all the right, title and interest of the Assignor under, in and to all Leases (as defined in the Loan Agreement) including, without limitation, the following:

(i) all rental payments and other moneys, including all insurance payments and claims for losses due and to become due to the Assignor under, and all claims for damages arising out of the breach of, any Lease;

(ii) the right of the Assignor to terminate, perform under, or compel performance of the terms of any Lease;

(iii) any guarantee of any Lease and any rights of the Assignor in respect of any subleases permitted under such Lease; and

(iv) all proceeds, products, returns, additions, accessories, and substitutions of and to the foregoing (all of the foregoing is hereinafter referred to as the "Collateral").

(b) This Assignment shall create a continuing collateral assignment of and security interest in the Collateral and shall remain in full force and effect until irrevocable payment in full of the Notes, performance of all of the other Obligations and the expiration or termination of the Loan Agreement and the other Loan Documents. As and when additional Collateral shall be added pursuant to this paragraph (b), the same shall, effective as of the date of execution by the Agent of the Security Documents Supplement with respect thereto, ipso facto and without further instrument of transfer, pass under and become part of the Collateral, subject to all of the terms and provisions of this Assignment and the other Loan Documents relating to Collateral and to the Lien created hereunder.

Section 3. Limitation on Assignment.

This Assignment is granted and delivered as security for the prompt and full payment and performance, as and when due and payable, of all of the Obligations, including, without limitation, this Assignment, the Notes and the other Loan Documents and all amendments, restatements, supplements or other modifications thereto and replacements therefor; and as security for the strict performance and observance by the Assignor of all agreements, warranties, covenants and conditions of the Security Agreement and this Assignment.

Section 4. Rights of the Agent.

All rights granted to the Agent under or in connection with the other Security Documents are in addition to all rights granted to the Agent hereunder.

Section 5. Continuing Liability of the Assignor.

The Assignor shall remain liable with respect to the Collateral to perform all the obligations to be performed by it thereunder, all in accordance with and pursuant to the terms and provisions of such Collateral, and the Agent shall have no

obligation or liability under any Collateral by reason of or arising out of this Assignment, nor shall the Agent be required or obligated in any manner to perform or fulfill any of the obligations of the Assignor under or pursuant to any Collateral, or to make any payment, or to make any inquiry as to the nature or the amounts which may have been assigned to it or to which it may be entitled at any time or times.

Section 6. Obligations of the Assignor Performed by the Agent.

The obligations of the Assignor under any Collateral may be performed by the Agent or its nominee, but only at the option of the Agent, without releasing the Assignor therefrom and without providing for or resulting in any assumption of liability thereunder.

Section 7. Power of Attorney.

The Assignor does hereby irrevocably constitute and appoint the Agent on behalf of the Agent and the Lenders, and their respective successors and assigns, the Assignor's true and lawful attorney, effective upon the occurrence of an Event of Default, with full power of substitution for it and its name, place and stead, to ask, require, demand, receive, compound and give acquittance for any and all moneys and claims for moneys due and to become due under or arising out of any Collateral or any guarantee thereof or sublease permitted thereunder, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings which the Agent may deem to be necessary or advisable.

Section 8. Further Assurances.

The Assignor agrees that at any time and from time to time, upon the written request of the Agent and at the expense of the Assignor, the Assignor will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as the Agent may deem desirable in obtaining the full benefits of this Assignment and of the rights and powers herein granted, including, without limitation:

(a) the filing or recording of this Assignment (or any amendment or supplement thereto) with the STB or the Registrar General of Canada, or a financing or continuation statement or statements with respect hereto or thereto in accordance with the laws of any applicable jurisdiction within the United States of America, and the Assignor hereby authorized the Agent to effect any such filing or recording as aforesaid (including the filing of any such financing statements or amendments thereto without the signature of the Assignor) and the Agent's costs and expenses with respect thereto shall be payable by the Assignor on demand; and

(b) the taking of such further action as the Agent may deem desirable to protect fully the Agent's interests hereunder in accordance with the UCC or any other applicable law.

Section 9. Indemnification by the Assignor.

(a) In any suit, proceeding or action brought by the Agent under any Collateral, any guarantee thereof or sublease permitted thereunder, for any installment of, or interest on, any rental or other sum owing thereunder, or to enforce any provisions of any Collateral, any guarantee thereof or sublease permitted thereunder, the Assignor will save, indemnify and keep the Agent harmless from and against all expense, loss or damage suffered by reason of any defense, setoff, counterclaim, recoupment or reduction of liability whatsoever of any lessee under any Collateral or any guarantor or sublessee thereunder or its successors, arising out of a breach by the Assignor of any obligation under any such Collateral or in respect of the Eligible Equipment or Railcars or any sublease permitted thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such lessee or any such guarantor or sublessee or its successors from the Assignor.

(b) All of the foregoing obligations of the Assignor shall be and remain enforceable against and only against the Assignor and shall not be enforceable against the Agent or any party or parties in whom any of the rights of the lessor under any Collateral shall vest by reason of the successive assignments or transfers thereof.

Section 10. Representations, Warranties and Covenants of the Assignor.

The Assignor hereby represents warrants and, with respect to the Collateral hereinafter existing, covenants that:

(a) the Assignor is the sole owner of each item of Collateral and any guaranty thereof;

(b) there are not now, nor shall there be, any Liens against any Collateral or any sublease thereof or any guarantee thereof, except for Liens permitted by Section 7.2 of the Loan Agreement;

(c) each item of Collateral and any guarantee thereof is a valid obligation of the parties thereto, in full force and effect and enforceable in accordance with its terms (subject, as to enforceability, to applicable bankruptcy, insolvency, moratorium and similar laws affecting the enforcement of creditor's rights generally and to general principles of equity);

(d) the Assignor will not take or omit to take any action, the taking or omission of which could result in an alteration or impairment of any Collateral or of this Assignment or

of any of the rights created by any Collateral or any guarantee thereof or this Assignment; and

(e) the Assignor has not assigned or pledged, and so long as this Assignment shall remain in effect, it will not assign or pledge (except as permitted by the Loan Agreement) any of its right, title or interest under, in or to any Collateral, nor shall the Assignor deliver possession of any Collateral, to any Person.

Section 11. Binding Effect, Benefit of Assignment and Assignment.

The benefits and burdens of this Assignment shall inure to the benefit of and be binding upon the respective successors and assigns of the parties; provided, however, that the rights and obligations of the Assignor hereunder shall not be assigned or delegated without the prior written consent of the Agent and any such assignment without such consent shall be void.

Section 12. GOVERNING LAW.

THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITH SUCH STATE.

Section 13. Notices.

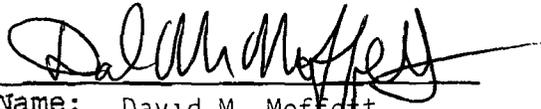
All notices and communications provided for herein shall be given to such parties, at such addresses and in such manner as is provided in the Loan Agreement.

Section 14. Counterparts.

This Agreement may be executed in as many counterparts as may be deemed necessary or convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day first above written.

DJJ LEASING LTD.,
as Assignor

By: 
Name: David M. Moffett
Title: Vice President

MEESPIERSON, N.V.,
as Agent

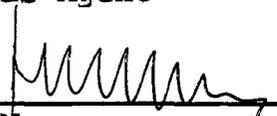
By: _____
Name:
Title:

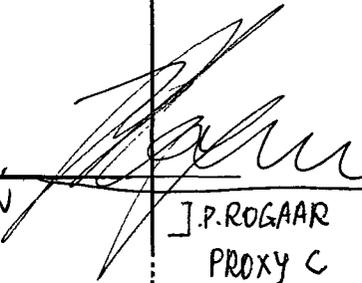
IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day first above written.

DJJ LEASING LTD.,
as Assignor

By: _____
Name:
Title:

MEESPIERSON, N.V.,
as Agent

By:  _____
Name: H.J. H. DEEUWEN
Title: PROXY G


J.P. ROGAAR
PROXY C



The undersigned, Michael Andreas Josephus Cornelis Maria van Agt, civil law notary, officiating in Rotterdam, The Netherlands, hereby certifies that, according to the information filed with the Trade Register of the Chamber of Commerce and Industry in Amsterdam, The Netherlands, provided to the undersigned today:

1. Mr Hendrikus Johannes Hubertus Zeeuwen, residing in (2587 PJ) The Hague, The Netherlands, Groningsestraat 355, born in Eindhoven, The Netherlands, on August 16, 1943, of Dutch nationality identified by means of his passport with number C084634, and
2. Mr Jan Pieter Rogaar, residing in (1075 CB) Amsterdam, The Netherlands, Saxon Weimarlaan 16hs, born in Amsterdam, The Netherlands, on August 14, 1964, of Dutch nationality, identified by means of a passport with number H763124;

are respectively proxy G and C of the public company: **Mees-Pierson N.V.**, established in Amsterdam, The Netherlands, and having a branch office in Rotterdam, and as such fully entitled to represent the said company jointly.

Rotterdam, The Netherlands, September 18, 1996.

