

**TAFT, STETTINIUS & HOLLISTER**

1800 STAR BANK CENTER  
425 WALNUT STREET  
CINCINNATI, OHIO 45202-3957  
513-381-2838  
CABLE TAFTHOL TWX 810-461-2623  
FAX 513-381-0205

WASHINGTON, D C OFFICE  
SUITE 500 — 825 INDIANA AVENUE, N W  
WASHINGTON, D C 20004-2901  
202-628-2838  
FAX 202-347-3419

COLUMBUS, OHIO OFFICE  
21 EAST STATE STREET  
COLUMBUS, OHIO 43215-4221  
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THOMAS MORE CENTRE  
2670 CHANCELLOR DRIVE  
CRESTVIEW HILLS, KENTUCKY 41017-3491  
606-331-2838  
513-381-2838  
FAX 513-381-6613

April 14, 1993

**CERTIFIED MAIL/RETURN RECEIPT REQUESTED**

Interstate Commerce Commission  
12th Street & Constitution Ave., N.W.  
Washington, D.C. 20423  
Attn: Mildred Lee  
Room 2303

RECORDATION NO. 18207 FILED 1425

APR 23 1993 3:08 PM

INTERSTATE COMMERCE COMMISSION

Dear Ms. Lee:

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

This document is a Memorandum of Railroad Equipment Lease, a primary document, dated March 15, 1993.

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

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

LESSEE: Soo Line Railroad Company  
105 South Fifth Street  
Minneapolis, Minnesota 55405

The equipment covered by the enclosed document is nineteen (19) 100 ton, boxcars currently bearing the reporting marks set forth in Schedule A attached hereto.

A fee of \$16.00 is enclosed. Please return the original executed copy of the enclosed document to:

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

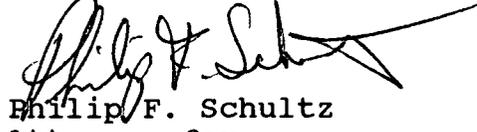
Ms. Mildred Lee  
April 14, 1993  
Page 2

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

Memorandum of Railroad Equipment Lease between Soo Line Railroad Company, 105 South Fifth Street, Minneapolis, Minnesota 55405, as Lessee, and The David J. Joseph Company, 300 Pike Street, Cincinnati, Ohio 45202, as Lessor, dated March 15, 1993 and covering nineteen (19) 100 ton, boxcars.

Please call me if you should have any questions.

Yours truly,



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

PFS/taj  
Enclosure

iccfla8.djj

**Schedule A**

(19) 100-ton boxcars bearing the reporting marks MILW 4787-4792 (both inclusive) and MILW 4794-4806 (both inclusive).

# Interstate Commerce Commission

Washington, D.C. 20423

4/27/93

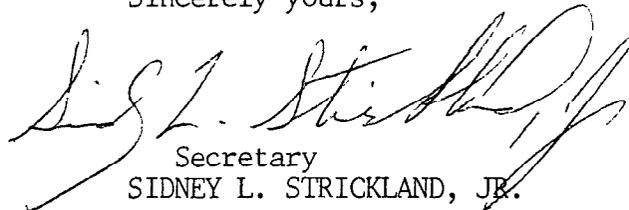
OFFICE OF THE SECRETARY

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

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 **4/23/93** at **3:05pm**, and assigned recordation number(s). **18207** & 15301-B

Sincerely yours,



Secretary  
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

APR 23 1993 3:08 PM

CERTIFICATE INTERSTATE COMMERCE COMMISSION

The undersigned, Stephen M. Griffith, Jr., 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.

Stephen M. Griffith, Jr.  
Notary Public

STEPHEN M. GRIFFITH, JR., Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My Commission has no expiration  
date. Section 147.03 O.R.C.

RECORDATION NO. 8207 FILED 1425  
MAR 23 1993 3:05 PM

MEMORANDUM OF RAILROAD EQUIPMENT LEASE

This Memorandum of Railroad Equipment Lease ("Memorandum") was entered into as of March 15, 1993 by and between The David J. Joseph Company, a Delaware corporation ("Lessor") having its principal place of business at 300 Pike Street, Cincinnati, Ohio 45202 and Soo Line Railroad Company, a Minnesota corporation ("Lessee"), having its principal place of business at P.O. Box 530, 105 South Fifth Street, Minneapolis, MN 55440.

WITNESSETH:

1. Pursuant to that certain Railroad Equipment Lease dated March 15, 1993 ("Lease") between Lessor and Lessee, Lessee leased from Lessor and Lessor leased to Lessee nineteen (19) boxcars bearing the reporting marks described on Schedule A attached hereto ("Car").

2. The term of the Lease commences on March 15, 1993, "Commencement Date" and continues until the last day of the 120th full calendar month following the Commencement Date, unless earlier terminated as provided in the Lease.

3. Lessee may sublease with prior consent by Lessor; however, if Lessor's objection to sublease is not received within ten (10) business days of Lessee's written request, then Lessee shall be permitted to sublease the Cars under the following conditions: (i) the sublessee acknowledges in writing the existence of this Lease and further acknowledges in writing that such sublease is subject and subordinate to this Lease and the rights of the Lessor hereunder; (ii) Lessee furnishes Lessor with a true and correct copy of the written acknowledgement of the sublessee referred to in clause (i) above promptly upon execution thereof; (iii) the term (including any renewal or extension options) of any such sublease shall not extend beyond the remaining term of this Lease; (iv) such sublease shall not permit the sublessee to assign any of its rights under the sublease or further sublease any Car or to use the Cars in any manner prohibited by this Lease. Such sublease will not release the Lessee from its obligations under the Lease.

4. Lessee will not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or other security interest or claim arising through it, on, or with respect to the Cars or any interest therein, or in the Lease or Schedule thereto, except those created for the benefit of Lessor or any owner or secured party referred to in Subsection 10.A. of the Lease, and except for (i) liens for taxes, assessments or governmental charges or levies, in each case not due or delinquent, (ii) inchoate materialmen's, mechanics, workmen's, repairmen's or other like liens arising in the ordinary course of Lessee's business and in each case not delinquent. Lessee will promptly, at its expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance, security interest, or claim if the same shall arise at any time, except for those created by or through Lessor.

5. Upon termination of the term of the Lease, Lessee shall return the Cars to the interchange point on Lessee's lines as directed by Lessor. Lessor may store the Cars on Lessee's line for up to ninety (90) days following such return.

6. Lessee has the option, which must be exercised prior to the end of then current Lease term, to purchase the Cars or extend the term of the Lease for three additional and successive one year periods.

7. This Memorandum is intended to summarize the terms and provisions of the Lease and does not modify or amend the Lease. In the event there are any inconsistencies between the terms and conditions of the Lease and the terms and conditions of this Memorandum, the terms and conditions of the Lease will control.

In Witness Whereof, the parties have caused this instrument to be executed by their respective corporate officers and duly attest as of the date and year first above written.

WITNESS:

*Susan L. Hardinburg*  
*[Signature]*

WITNESS:

*Surekha Sarathy*  
SUREKHA SARATHY

THE DAVID J. JOSEPH COMPANY

By: *[Signature]*

Its: VICE PRESIDENT

SOO LINE RAILROAD COMPANY

By: *[Signature]*

Its: duly authorized agent as  
General Manager, M&S

STATE OF OHIO )  
 ) ss.  
COUNTY OF HAMILTON )

On this 6<sup>th</sup> day of April, 1993, before me personally appeared Douglas F. McMillan, to me personally known, who, THE DAVID J. JOSEPH COMPANY, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

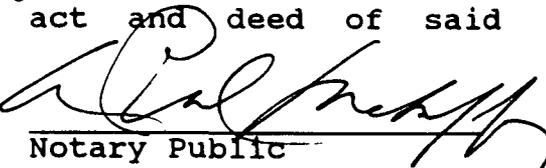
  
Notary Public

My Commission Expires:  
(Notary Seal)

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

*FROM PROVINCE*  
STATE OF ONTARIO )  
*MUNICIPALITY* ) ss.  
COUNTY OF METROPOLITAN )  
*TORONTO*

*FROM*  
On this 2nd day of April, 1993, before me personally appears Brock M. Winter, me personally known, who being by me duly sworn says that he is a duly authorized agent of SOO LINE RAILROAD COMPANY, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

My Commission <sup>*is for Life*</sup> Expires:  
(Notary Seal)

**Schedule A**

(19) 100-ton boxcars bearing the reporting marks MILW 4787-4792 (both inclusive) and MILW 4794-4806 (both inclusive).