



Joseph Transportation Services, Inc.
a subsidiary of Joseph Transportation



November 5, 2002

Mr. Vernon Williams
Recordations Unit
Surface Transportation Board
1925 K Street, N.W.
Washington, DC 20423-0001

RECORDATION NO. 21215-B FILED

NOV 12 '02 10-11 AM

Dear Mr. Williams:

SURFACE TRANSPORTATION BOARD

Please find enclosed, two (2) originals of the Assignment and Assumption Agreement dated as of October 18, 2002, between the following parties:

Assignee: Joseph Transportation de Mexico, S.A. de C.V.
Blvd. Manuel Avila Camcho No. 1-712
Col. Chapultepec Polanco
C.P. 1150
Mexico

Assignor: Joseph Transportation Services, Inc.
300 Pike Street
Cincinnati, OH 45202

Please see Schedule I attached hereto for the equipment, (200) railcars, involved in this transaction.

This filing is to appear in the index as follows: Assignment and Assumption Agreement dated October 18, 2002, related to two hundred (200) railcars bearing reporting marks DJLX 97800-97999.

Please file this as a secondary document under the Recordation Number 21215-B, as it relates to documents previously filed with the Surface Transportation Board under Recordation Numbers 21215 through 21215-A.

The filing fee for this document in the amount of \$30.00 is included on the enclosed check No. 20336. Please return the original to my attention.

Should you have any questions or need further information, please do not hesitate to contact me at (513) 929-4500 ext. 4239.

Sincerely,

Joseph Transportation Services, Inc.

Julie M. Woodard
Documentation Coordinator

Enclosures

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("ASSIGNMENT AND ASSUMPTION AGREEMENT") dated as of this 18th day of October, 2002, entered into among **JOSEPH TRANSPORTATION DE MEXICO, S.A. DE C.V.** ("ASSIGNOR"), a company organized in the country of Mexico, **JOSEPH TRANSPORTATION SERVICES, INC.** ("ASSIGNEE"), a Delaware corporation, and **THE FIFTH THIRD LEASING COMPANY** ("LESSOR"), an Ohio corporation.

WHEREAS, the railcars described on Schedule I attached hereto, (the "CARS"), are subject to the lease identified thereon (hereinafter referred to individually as the "LEASE"); and

WHEREAS, a Memorandum of Railroad Equipment Lease Agreement evidencing the Lease was filed with the Surface Transportation Board on February 10, 1998 receiving Recordation No. 21215; and

WHEREAS, with the approval of LESSOR, ASSIGNOR and ASSIGNEE desire to assign ASSIGNOR'S duties and obligations as lessee under the LEASE to ASSIGNEE and ASSIGNEE desires to accept such assignment.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants contained herein, ASSIGNOR, ASSIGNEE and LESSOR agree as follows:

1. Effective April 1, 2003 (the "EFFECTIVE DATE"), ASSIGNOR hereby assigns and transfers all of its right, title and interest in and to the LEASE and the CARS to ASSIGNEE without recourse, warranty or representation of any kind or type whatsoever.

2. On the EFFECTIVE DATE, ASSIGNEE hereby assumes all of the obligations of ASSIGNOR as lessee under the LEASE, except for obligations that arose prior to the EFFECTIVE DATE in connection with the fulfillment of the terms of the LEASE.

3. ASSIGNEE shall indemnify and hold ASSIGNOR and its affiliates and their respective officers, directors, shareholders, employees, agents and affiliates, harmless from and against any and all costs, claims, liabilities and causes of action, including, but not limited to, attorneys' fees and costs of defending such claims and causes of action (collectively, "CLAIMS"), arising from events and occurrences from and after the EFFECTIVE DATE with respect to the CARS and the LEASE.

4. ASSIGNOR shall indemnify and hold ASSIGNEE and its affiliates and their respective officers, directors, shareholders, employees, agents and affiliates, harmless from and against CLAIMS arising from events and occurrences prior to the EFFECTIVE DATE with respect to the CARS and the LEASE.

5. This ASSIGNMENT AND ASSUMPTION AGREEMENT shall inure to the benefit of, and shall be binding upon, ASSIGNOR, ASSIGNEE, and their respective successors and assigns.

6. Amendments to this ASSIGNMENT AND ASSUMPTION AGREEMENT may be made only by an instrument or instruments in writing signed by authorized representative of both parties hereto.

RECORDATION NO. 21215-B FILED

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SURFACE TRANSPORTATION BOARD

Handwritten signatures and initials in black ink, including a large signature and several smaller initials.

**SCHEDULE I
TO
ASSIGNMENT AND ASSUMPTION AGREEMENT**

Two hundred (200), 100-ton, 1997 Thrall-built, 3250 cubic foot and 286,000 pound capacity cement railcars bearing reporting marks as follows:

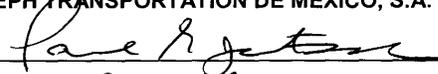
DJLX 97800-97999, INCLUSIVE

LEASE: Lease between JOSEPH TRANSPORTATION DE MEXICO, S.A. DE C.V. (f/k/a FerroQuadrum S.A. de C.V.), as Lessee, and JOSEPH TRANSPORTATION SERVICES, INC. (f/k/a DJJ Transportation Services, Inc.), as Lessor, dated January 5, 1998, as subsequently assigned to The Fifth Third Leasing Company under that certain ASSIGNMENT AND ASSUMPTION AGREEMENT between THE FIFTH THIRD LEASING COMPANY and JOSEPH TRANSPORTATION SERVICES, INC. (f/k/a DJJ TRANSPORTATION SERVICES, INC.) dated January 30, 1998.

Handwritten initials or signature, possibly "DJJ" or "JF", located in the lower right quadrant of the page.

IN WITNESS WHEREOF, ASSIGNOR, ASSIGNEE and LESSOR have caused this ASSIGNMENT AND ASSUMPTION AGREEMENT to be executed and delivered by their duly authorized representatives on the date set forth above, but shall be effective as of the EFFECTIVE DATE as defined herein.

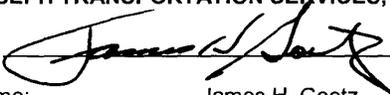
JOSEPH TRANSPORTATION DE MEXICO, S.A. DE C.V. (ASSIGNOR)

By: 

Name: PAUL G. JANTSCH

Title: CHAIRMAN OF THE BOARD

JOSEPH TRANSPORTATION SERVICES, INC. (ASSIGNEE)

By: 

Name: James H. Goetz

Title: Executive Vice President & Chief Financial Officer

THE FIFTH THIRD LEASING COMPANY (LESSOR)

By: 

Name: David A. Jackson
Sr. Vice President

Title: The Fifth Third Leasing Company