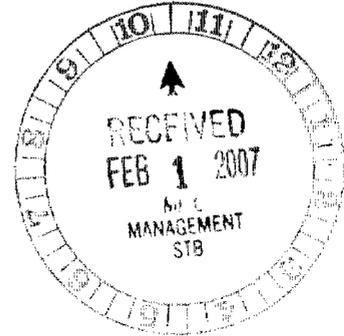


The David J. Joseph Company



January 30, 2007

RECORDATION NO. 23020-D FILED

Mr. Vernon Williams
Recordations Unit
Surface Transportation Board
1925 K Street, N.W.
Washington, DC 20423-0006

FEB 01 '07 -3 01 PM

SURFACE TRANSPORTATION BOARD

Dear Mr. Williams:

Please find enclosed, one (1) original and one (1) copy of the Reassignment of Lease dated December 22, 2006, between the following parties:

Assignor: Wells Fargo Equipment Finance, Inc.
733 Marquette Avenue
Minneapolis, MN 55402

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

Please see Exhibit A attached hereto for the equipment, (106) railcars, involved in this transaction.

This filing is to appear in the index as follows: Reassignment of Lease dated December 22, 2006 related to one hundred six (106) railcars bearing reporting marks: JTSX 300000 – 300105, inclusive.

Please file this as a secondary document under Recordation No. 23020-D as it relates to documents previously filed with the Surface Transportation Board under Recordation Nos. 23020 through 23020-C. The filing fee for this document in the amount of \$34.00 is included on the enclosed check No. 585680. Please return a stamped original to my attention.

Should you have any questions or need further information, please do not hesitate to contact me at (513) 419-6062.

Sincerely,

The David J. Joseph Company

Julie M. Woodard
Documentation Coordinator

Enclosures

RECORDATION NO.

23020 ^D
FILED

FEB 01 '07 -3 01 PM

REASSIGNMENT OF LEASE

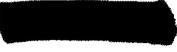
SURFACE TRANSPORTATION BOARD

This Reassignment is made this 22nd day of December 2006 by Wells Fargo Equipment Finance, Inc., ("WFEFI"), for the benefit of The David J. Joseph Company (f/k/a Joseph Transportation Services, Inc.), ("DJJ").

WHEREAS, WFEFI and DJJ entered into that certain Assignment and Assumption Agreement dated August 28, 2000 pursuant to which WFEFI purchased the Transaction (as hereinafter defined);

WHEREAS the Transaction WFEFI purchased under the Purchase and Sale Agreement dated August 28, 2000 was the following:

1. Railroad Equipment Lease between DJJ, as lessor and Virginia Electric and Power Company, as lessee (the "Transaction"); and
2. Corporate Resolutions, Delivery and Acceptance Certificate, and other documents incidental to the Transaction (together the above documents are referred to herein as the "Transaction Documents").

WHEREAS, WFEFI acknowledges receiving cash consideration of  from DJJ as payment for the repurchase of the Transaction Documents.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and in consideration of the recitals, which are hereby made a part of this Agreement, it is hereby agreed by the parties as follows:

ASSIGNMENT

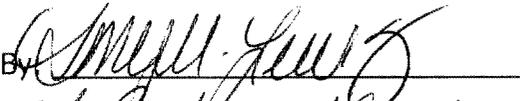
1. WFEFI hereby sells, transfers and assigns to DJJ, its successors and assigns, and DJJ hereby purchases, assumes and accepts from WFEFI, without recourse, the Transaction. The Transaction is sold without any recourse to WFEFI and WFEFI shall have no personal obligation or liability to pay any amounts due with respect to the Transaction or for the breach or inaccuracy of any misrepresentation or warranty made in connection with the Transaction.
2. WFEFI hereby grants to DJJ all of its rights and interests in the collateral. WFEFI makes no representations or warranties as to the priority, condition, sufficiency or location of the collateral or to any risk of loss with respect to the obligations or the collateral.
3. WFEFI makes no representations or warranties hereunder regarding the tax treatment of this Transaction.
4. Except for any harm arising from WFEFI's willful misconduct, DJJ hereby indemnifies and agrees to defend and hold WFEFI harmless of and from all losses, costs, claims and expenses of any kind suffered by or asserted against WFEFI relating to the Transaction arising after the date hereof, including but not limited to any claims brought against WFEFI by the bankruptcy estate, Virginia Electric and Power Company, a trustee appointed in the bankruptcy case or any unsecured creditors' committee.
5. WFEFI hereby agrees to execute such further and additional documents as DJJ may request from time to time to further evidence the intentions of the parties with respect to this Assignment, including UCC assignment and release forms.
6. This Agreement shall be governed by the substantive laws of the State of Minnesota and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
7. This Agreement constitutes the complete agreement of the parties with respect to the subject matter contained herein.

8. This Agreement may be executed in any number of counterparts and when so executed by all parties shall be deemed to be one single fully executed agreement.

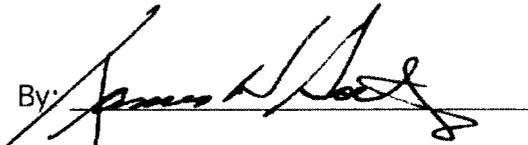
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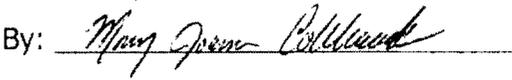
IN WITNESS WHEREOF the parties have executed this Assignment as of the date above first written.

WELLS FARGO EQUIPMENT
FINANCE, INC.

By: 
Its: Asset Management Services

THE DAVID J. JOSEPH COMPANY

By: 
Its: Executive Vice President & CFO

By: 
Its: Assistant Corporate Secretary

State of OHIO)
County of HAMILTON) ss

The foregoing instrument was acknowledged before me this 22nd day of December, 2006 by James H. Goetz, the Executive Vice President and Chief Financial Officer of The David J. Joseph Company, a Delaware corporation, on behalf of the said corporation.

Angela Denise Watts
Notary Public
My Commission Has No Expiration

ANGELA DENISE WATTS
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Date Section 147.03 O.R.C.

State of MINNESOTA)
County of HENNEPIN) ss

The foregoing instrument was acknowledged before me this 22ND day of DECEMBER, 2006 by ARMY M. LEWIS the AVP- ACCOUNT SERVICES of Wells Fargo Equipment Finance, Inc., a Minnesota corporation, on behalf of the said corporation.

Michelle E. Larson
Notary Public
My Commission Expires: 1/31/2010



EXHIBIT A

RAILCARS: One hundred six (106) railcars bearing reporting marks as follows:

JTSX 300000 – JTSX 300105, inclusive