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RECORDATION NO. _____ Filed 1428

JAN 14 1988 - 8 40 AM
January 13, 1988

INTERSTATE COMMERCE COMMISSION

No. 8-014A010
JAN 14 1988
Date
Fee \$ 10.00

ICC Washington, D. C.

Interstate Commerce Commission
12th & Constitution Avenue, N.W.
Washington, D.C. 20423

Attention: Mildred Lee

Dear Ms. Lee:

Enclosed for filing recordation with the Commission is a copy and one counterpart of the document described below to be recorded pursuant to Section 11303 of the Interstate Commerce Act, 49 U.S.C. §11303.

This document is a LEASE, dated July 20, 1987, between Evans Railcar Leasing Company, on the one hand, and CP Rail, on the other.

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

Lessor	Lessee
Evans Railcar Leasing Company 2550 Golf Road Rolling Meadows, Illinois 60008	CP Rail Windsor Station Montreal, Quebec Canada H3C 3E4

The equipment covered by this document is One hundred-fifty (150) covered hopper cars bearing markings EELX 250-252; 254; 256-260; 262-264; USEX 341; 343; 344, EELX 1600-1607; 1609-1618; 1620-1623; 1626-1632; 1634-1638; 1640-1649; USLX 3750-3796; 3799; 20820-20862.

This document should be indexed as:

Lease, dated July 20, 1987 between Evans Railcar Leasing Company (Lessor) and CP Rail (Lessee).

NOTED
JAN 14 9 34 AM '88

Interstate Commerce Commission
ATTN: Mildred Lee
Page 2
January 13, 1988

A check in the amount of \$10 is enclosed for the requisite filing fee as required by 49 CFR §1177.3.

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert L. Calhoun". The signature is written in a cursive style with a large initial "R".

Robert L. Calhoun
Attorney for Louis Dreyfus
Corporation

RLC:bc

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Robert L. Calhoun
Sullivan & Worcester
1025 Connecticut Ave. N.W.
Washington, D.C. 20036

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 1/14/88 at 8:35AM & 8:40AM, and assigned recordation number(s).

6804-B & C, 15467, 15467-A & B, 15468, 15468-A & B
15469 & 15469-A, 15470, 15470-A, 15471 & 15471-A & B
15742 & 15742-A

Nesta R. McGee

Secretary

Enclosure(s)

EVANS EQUIPMENT LEASE AGREEMENT DATED JULY 20, 1987

LESSOR ("Evans"): Evans Railcar Leasing Company
450 East Devon Ave., Suite 300
Itasca, IL 60143-1263

1 5469
RECORDATION NO. Filed 1428

LESSEE: CP Rail
Windsor Station
Montreal, Quebec
Canada H3C 3E4

JAN 14 1988 - 8 40 AM

INTERSTATE COMMERCE COMMISSION

EQUIPMENT ("Cars"):

15 4650

135 4740

Fifteen (15) 4650 c.f. 100-ton covered hoppers marked and numbered:
EELX 250-252; 254; 256-260; 262-264; USEX 341; 343; 344; One hundred
thirty-five (135) 4740 c.f. 100-ton covered hoppers marked and numbered:
EELX 1600-1607; 1609-1618; 1620-1623; 1626-1632; 1634-1638; 1640-1649;
USLX 3750-3796; 3799; 20820-20862

RENT:

\$325 per car per month in immediately available United States funds.

TERM:

The term of the Lease shall be initially for eleven (11) months. CP shall have an option to further extend the term of the Lease for an additional six (6) months to one (1) year period at mutually agreed upon terms, provided notification is provided of such intention thirty (30) days prior to the expiration of the initial term. The term of the Lease shall begin for any car that is delivered the date that it is loaded for revenue service or September 1, 1987, which ever occurs first. Any cars delivered after September 1, 1987, will go on rental the date it is delivered.

F.O.B.

Nearest CP interchange.

1. EVANS AGREES: (a) to lease the Cars to Lessee; (b) to deliver the cars to Lessee at the F.O.B. Delivery Point; (c) to provide all necessary maintenance on the Cars; (d) to pay all property taxes imposed upon the Cars.

2. LESSEE AGREES: (a) to lease the cars from Evans and to pay the Rent monthly; (b) to use its best efforts to use the Cars efficiently so as to maximize earnings; (c) to pay all costs of transportation of the Cars after acceptance thereof; (d) to pay any sales, use or withholding taxes or

and duties imposed upon the lease of the Cars under this agreement; (e) not to use the Cars contrary to the Association of American Railroads Interchange Rules; (f) to reimburse Evans for damage to the Cars resulting from Lessee's negligence or misuse; (g) to indemnify Evans against any expense resulting from a claim in connection with the use of the Cars by Lessee; (h) to return the Cars to Evans upon termination of this lease, at a mutually agreed upon point on Lessee's line, cleaned and free of debris and commodity residues.

3. EVANS AND LESSEE AGREE: (a) this lease shall be and continue in full force and effect with respect to any Car from the Average Date of Delivery of such Cars to Lessee until the termination date as stated above. Average Date of Delivery shall be defined as that date which is determined by (i) multiplying the number of Cars delivered by Evans on each day by the number of days elapsed between such day and date of delivery of the first Car under the applicable Schedule, and (ii) adding all of the products so obtained and dividing the sum by the total number of Cars delivered under the applicable Schedule, and (iii) adding such quotient rounded out to the nearest whole number to the date of delivery of the first Car. The date on which delivery of a Car shall be deemed to have been made will be the day following delivery of the Car to the Lessee. A Car shall be deemed delivered to the Lessee on the earliest date shown on any of the following: (i) Certificate of Acceptance or other writing accepting a Car signed by the Lessee; or (ii) a Bill of Lading showing delivery to Lessee or to a railroad for the account of Lessee; (b) responsibility for loss, damage, theft or destruction of any Car shall be determined according to the Association of American Railroads Interchange Rules then in effect.

(CORPORATE SEAL)

ATTEST:

By: Carol C. Bickel
Secretary

CP RAIL

By: J. A. Ryan
Assistant Chief of Transportation

(CORPORATE SEAL)

ATTEST:

By: Laurence P. Prange
Assistant Secretary

EVANS RAILCAR LEASING COMPANY

By: William M. Sheehan
Vice President Marketing