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RECORDATION NO. 1 5471-A Filed 1425

JAN 14 1988 8 55 AM

INTERSTATE COMMERCE COMMISSION

No. 8-014A0.0

Date JAN 14 1988

Fee $ 10.00

ICC Washington, D. C.

January 12, 1988

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 certified true 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 an ASSIGNMENT OF LEASE, ASSUMPTION OF LIABILITIES, AND INDEMNITY, enterd into as of December 18, 1987 between Itel Corporation, on the one hand, and Louis Dreyfus Corporation on the other.

The primary document to which this document is connected is recorded as No. .

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

Assignor	Assignee
Itel Corporation	Louis Dreyfus Corporation
Two Riverside Plaza	24 Richmond Hill Avenue
Chicago, Illinois 60606	Box 10117
	Stamford, Connecticut 06904

The equipment covered by this document is one hundred and twenty-five (125) covered hopper cars bearing markings shown in the attachment hereto.

JAN 14 8 33 AM '88

This document should be indexed as:

Lease Assignment, Assumption of Liabilities, and Indemnity, dated December 18, 1987 between Itel Corporation (Assignor) and Louis Dreyfus Corporation (Assignee).

A check in the amount of $10.00 is enclosed for the requisite filing fee as required by 49 CFR §1177.3.

Very truly yours,

Robert L. Calhoun

Robert L. Calhoun
Attorney for Louis Dreyfus
Corporation

RLC:bc

Enclosure

CERTIFICATE

I, Robert L. Calhoun, hereby certify that I am an attorney duly admitted in the District of Columbia, and am a member in good standing of the Bar of the District of Columbia, and that I have this date of January 11, 1988 compared the enclosed copy of the Lease Agreement, Assumption of Liabilities, and Indemnity, entered into as of December 18, 1987 between Itel Corporation and Louis Dreyfus Corporation with the original document and certify that it is complete and identical in all respects to the original document.

Robert L. Calhoun

Robert L. Calhoun

Sworn to and subscribed before me on this 11th day of January, 1988.

Brenda J. Coffin

Brenda J. Coffin

My Commission Expires April 14, 1[illegible]

RECORDATION NO. 15471-A Filed 1425

JAN 14 1988 - 8 35 AM

INTERSTATE COMMERCE COMMISSION

LEASE ASSIGNMENT, ASSUMPTION OF LIABILITIES AND INDEMNITY

Itel Corporation ("Itel") hereby irrevocably assigns to Louis Dreyfus Corporation ("Dreyfus") all of Itel's rights as successor in interest to Evans Railcar Leasing Company ("Evans") and its predecessors, if any, as lessor under the attached lease(s) [the "Lease(s)], including all amendments thereto, to the extent, and only to the extent, that each such Lease relates to the railcars (the "Railcars") listed on Schedule A hereto. Dreyfus hereby irrevocably accepts the foregoing assignment and assumes all of the obligations of the lessor under the Leases to the extent, and only to the extent, that each such Lease relates to the railcars listed on Schedule A hereto. This assignment and assumption (the "Assignment") is in all respects subject to the following terms and conditions:

(a) Subject to the provisions of Section (b) hereof, Itel's rights are assigned to the extent only that those rights arise out of acts, events or conditions that occur or exist after the date of this Assignment, together with the leased property described in the Leases and any and all guarantees, endorsements, warranties, indemnity agreements, maintenance agreements or other agreements pertaining to the Leases and any and all monies due or to become due payable under any or all of the foregoing that is or becomes due on account of those acts, events or conditions. Subject to the provisions of Section (b) hereof, Dreyfus hereby accepts from Itel and assumes and agrees to perform all of the obligations of the lessor under the Leases to the extent only that those obligations arise out of acts, events or conditions that occur or exist after the date of this Assignment.

(b) This Assignment is made pursuant to the terms of a letter agreement between Itel and Dreyfus dated July 6, 1987 and amended by letter agreement dated December 14, 1987 (the "Agreement"), and the terms of the Agreement,

insofar as they relate to obligations of Itel and Dreyfus in respect of the leases, shall be deemed to be incorporated in this assignment to the same extent and with the same effect as if those terms were fully set forth in the text of this assignment. The Agreement defines how certain revenues and expenses related to the Railcars and the Leases are to be divided between Dreyfus and Itel. With respect to such revenues and expenses treated in the Agreement, it is the intent of Dreyfus and Itel that the Agreement contains a definitive and complete statement of how such revenues and expenses are to be divided. Thus, for example, if under Section 1(d) of the Agreement Dreyfus has an obligation to pay a certain Railcar repair expense because the Railcar in question did not arrive at the repair shop until after the Closing, Dreyfus shall not claim that Itel has an obligation to pay such repair expenses as successor in interest to Evans because (i) the condition which led to such Railcar being sent to a repair shop existed prior to the date of this Assignment; (ii) Evans, as predecessor in interest of Itel and as lessor of the Railcar in question had an obligation to the lessor to make such repair prior to the date of this Assignment; and (iii) Dreyfus does not have an obligation to pay the repair expense since under Section (a) of this Assignment Dreyfus assumed only such obligations that arise out of acts, events or conditions that occur or exist after the date of this Assignment. As a further example, if under paragraph 1(d) of the Agreement Itel has an obligation for repair or maintenance costs for Railcars in Lot 1922-24 until such time as those Railcars are delivered to the Illinois Central Gulf Railroad ("ICG"), Itel shall not claim that Dreyfus is responsible for repairs or maintenance to such Railcars arising after the execution of this document so long as such Railcars have not been delivered to ICG.

(c) Subject to the provisions of Section (b) hereof, Itel will hold Dreyfus harmless and indemnify Dreyfus from and against any and all claims, damages and losses of every kind that arise or result from acts, events or conditions that occur or exist on or before the date of this assignment which Dreyfus, as assignee from Itel of the lessor's interest under the Leases, may suffer or incur. Subject to the provisions of Section (b) hereof, Dreyfus will hold Itel harmless and indemnify Itel from and against any and all claims, damages and losses of every kind that Itel may suffer that arise or result from

acts, events or conditions that occur or the existence of which commences after the date of this assignment for which Itel, as the lessor under any of the Leases, may become liable.

(d) Itel represents and warrants to Dreyfus that the property assigned hereby has not been previously transferred by Itel or encumbered by Itel.

(e) Itel constitutes and appoints Dreyfus as its lawful agent to provide such notices to lessees of any assignments prior to this assignment where such notice may be required, in Dreyfus' opinion, to protect the validity of this assignment.

ITEL CORPORATION

By _____

Title Senior Vice President

Date December 18, 1987

LOUIS DREYFUS CORPORATION

By _____

Title Vice President

Date December 18, 1987

SCHEDULE A TO
LEASE ASSIGNMENT AND ASSUMPTION

1. The lease agreement, including any and all amendments thereto, as of October 20, 1972 between Itel, as successor in interest to Evans Railcar Leasing Company ("Evans") and its predecessors, if any, as lessor, and Soo Line Railroad Company, as lessee, but such lease agreement is assigned to the extent, and only to the extent, that such lease agreement relates to the following described covered hoppers listed in the following described schedule to such lease:

The one hundred twenty-five (125) cars described on schedule 1 to said lease, and currently identified in Evans' internal records as sublot no. 1165-00, as follows:

MILW 100504	MILW 100542	MILW 100580	MILW 100617
MILW 100506	MILW 100543	MILW 100581	MILW 100619
MILW 100508	MILW 100545	MILW 100583	MILW 100621
MILW 100509	MILW 100546	MILW 100584	MILW 100622
MILW 100510	MILW 100547	MILW 100585	MILW 100624
MILW 100511	MILW 100548	MILW 100586	MILW 100625
MILW 100512	MILW 100549	MILW 100587	MILW 100626
MILW 100514	MILW 100550	MILW 100588	MILW 100627
MILW 100515	MILW 100551	MILW 100589	MILW 100628
MILW 100516	MILW 100552	MILW 100590	MILW 100629
MILW 100517	MILW 100554	MILW 100591	MILW 100631
MILW 100518	MILW 100556	MILW 100593	MILW 100632
MILW 100519	MILW 100557	MILW 100594	MILW 100633
MILW 100520	MILW 100558	MILW 100595	MILW 100634
MILW 100521	MILW 100560	MILW 100596	MILW 100635
MILW 100522	MILW 100562	MILW 100597	MILW 100638
MILW 100523	MILW 100563	MILW 100598	MILW 100639
MILW 100524	MILW 100564	MILW 100599	MILW 100640
MILW 100525	MILW 100565	MILW 100601	MILW 100641
MILW 100526	MILW 100566	MILW 100602	MILW 100642
MILW 100527	MILW 100567	MILW 100604	MILW 100643
MILW 100528	MILW 100568	MILW 100605	MILW 100644
MILW 100529	MILW 100569	MILW 100606	MILW 100645
MILW 100530	MILW 100570	MILW 100607	MILW 100646
MILW 100531	MILW 100572	MILW 100608	MILW 100647
MILW 100532	MILW 100573	MILW 100609	MILW 100648
MILW 100533	MILW 100574	MILW 100610	MILW 100650
MILW 100535	MILW 100575	MILW 100611	MILW 100651
MILW 100536	MILW 100576	MILW 100612	MILW 100652
MILW 100539	MILW 100577	MILW 100613	
MILW 100540	MILW 100578	MILW 100615	
MILW 100541	MILW 100579	MILW 100616	

2. The lease agreement, including any and all amendments thereto, as of April 16, 1987 between Itel, as successor in interest to Evans and its predecessors, if any, as lessor, and Interail, Incorporated, as lessee, but such lease agreement is assigned to the extent, and only to the extent, that such lease agreement relates to the following described covered hoppers listed in the following described schedules to such lease:

The one hundred nine (109) cars described on schedule 1 to said lease, and currently identified in Evans' internal records as sublot no. 1729-01, as follows:

NOKL 003027	NOKL 003734	NOKL 003784	NOKL 003841
NOKL 003029	NOKL 003735	NOKL 003785	NOKL 003842
NOKL 003047	NOKL 003736	NOKL 003786	NOKL 003845
NOKL 003067	NOKL 003738	NOKL 003787	NOKL 003847
NOKL 003510	NOKL 003740	NOKL 003788	NOKL 003848
NOKL 003512	NOKL 003741	NOKL 003790	NOKL 003849
NOKL 003515	NOKL 003744	NOKL 003791	NOKL 003851
NOKL 003518	NOKL 003745	NOKL 003795	NOKL 003852
NOKL 003519	NOKL 003746	NOKL 003797	NOKL 003853
NOKL 003701	NOKL 003747	NOKL 003799	NOKL 003857
NOKL 003703	NOKL 003749	NOKL 003800	NOKL 003858
NOKL 003705	NOKL 003750	NOKL 003802	NOKL 003859
NOKL 003706	NOKL 003752	NOKL 003803	NOKL 003864
NOKL 003708	NOKL 003758	NOKL 003804	NOKL 003865
NOKL 003709	NOKL 003759	NOKL 003806	NOKL 003878
NOKL 003710	NOKL 003760	NOKL 003808	NOKL 003884
NOKL 003712	NOKL 003761	NOKL 003810	NOKL 003885
NOKL 003713	NOKL 003762	NOKL 003811	NOKL 003886
NOKL 003717	NOKL 003763	NOKL 003812	NOKL 003891
NOKL 003719	NOKL 003766	NOKL 003814	NOKL 003896
NOKL 003720	NOKL 003768	NOKL 003824	NOKL 003898
NOKL 003723	NOKL 003772	NOKL 003825	NOKL 063006
NOKL 003724	NOKL 003774	NOKL 003826	NOKL 063010
NOKL 003726	NOKL 003775	NOKL 003829	NOKL 063038
NOKL 003727	NOKL 003776	NOKL 003834	NOKL 063041
NOKL 003729	NOKL 003778	NOKL 003837	NOKL 063068
NOKL 003730	NOKL 003783	NOKL 003838	NOKL 063077
NOKL 003733			

The thirty (30) cars described on schedule 2 to said lease, and currently identified in Evans' internal records as sublot no. 1729-02, as follows:

NOKL	026665
NOKL	026675
NOKL	026676
NOKL	026679
NOKL	026680
NOKL	026681
NOKL	026682
NOKL	026683
NOKL	026684
NOKL	026685
NOKL	026686
NOKL	026690
NOKL	026691
NOKL	026692
NOKL	026694
NOKL	026695
NOKL	026696
NOKL	026697
NOKL	026698
NOKL	026711
NOKL	026717
NOKL	026720
NOKL	026722
NOKL	026729
NOKL	026731
NOKL	026732
NOKL	026734
NOKL	026738
NOKL	026739
NOKL	026740

3. The lease agreement, including any and all amendments thereto, as of March 27, 1980 between Itel, as successor in interest to Evans and its predecessors, if any, as lessor, and Ferdinand Railroad, as lessee, but such lease agreement is assigned to the extent, and only to the extent, that such lease agreement relates to the following described covered hoppers listed in the following described schedules to such lease:

The one hundred (100) cars described on schedule 4 to said lease, and currently identified in Evans' internal records as sublot no. 1922-22, as follows:

FRDN 026402	FRDN 026522	FRDN 026608
FRDN 026405	FRDN 026524	FRDN 026615
FRDN 026406	FRDN 026525	FRDN 026616
FRDN 026409	FRDN 026530	FRDN 026619
FRDN 026411	FRDN 026533	FRDN 026622
FRDN 026412	FRDN 026534	FRDN 026624
FRDN 026415	FRDN 026536	FRDN 026641
FRDN 026416	FRDN 026540	FRDN 026644
FRDN 026417	FRDN 026545	FRDN 026645
FRDN 026419	FRDN 026546	FRDN 026647
FRDN 026420	FRDN 026547	FRDN 026648
FRDN 026422	FRDN 026548	FRDN 026649
FRDN 026424	FRDN 026550	FRDN 026651
FRDN 026478	FRDN 026551	FRDN 026655
FRDN 026480	FRDN 026556	FRDN 026658
FRDN 026486	FRDN 026557	FRDN 026660
FRDN 026488	FRDN 026567	FRDN 026661
FRDN 026490	FRDN 026569	FRDN 026662
FRDN 026491	FRDN 026570	FRDN 026668
FRDN 026492	FRDN 026572	FRDN 026669
FRDN 026494	FRDN 026575	FRDN 026670
FRDN 026495	FRDN 026577	FRDN 026672
FRDN 026496	FRDN 026578	FRDN 026674
FRDN 026499	FRDN 026587	FRDN 026676
FRDN 026500	FRDN 026589	FRDN 026679
FRDN 026502	FRDN 026590	FRDN 026683
FRDN 026504	FRDN 026592	FRDN 026687
FRDN 026507	FRDN 026595	FRDN 026690
FRDN 026508	FRDN 026597	FRDN 026699
FRDN 026510	FRDN 026598	FRDN 026706
FRDN 026511	FRDN 026599	FRDN 026709
FRDN 026514	FRDN 026602	FRDN 026714
FRDN 026518	FRDN 026606	FRDN 026717
FRDN 026519		

The twenty-five (25) cars described on schedule 2 to said lease, and currently identified in Evans' internal records as sublot no. 1922-23, as follows:

FRDN 026170	FRDN 026183
FRDN 026171	FRDN 026184
FRDN 026172	FRDN 026185
FRDN 026173	FRDN 026186
FRDN 026174	FRDN 026187
FRDN 026175	FRDN 026188
FRDN 026176	FRDN 026189
FRDN 026177	FRDN 026190
FRDN 026178	FRDN 026191
FRDN 026179	FRDN 026192
FRDN 026180	FRDN 026193
FRDN 026181	FRDN 026260
FRDN 026182	

The fifty (50) cars described on schedule 24 to said lease, and currently identified in Evans' internal records as sublot no. 1922-24, as follows:

FRDN 026761	FRDN 026786
FRDN 026762	FRDN 026787
FRDN 026763	FRDN 026788
FRDN 026764	FRDN 026789
FRDN 026765	FRDN 026790
FRDN 026766	FRDN 026791
FRDN 026767	FRDN 026792
FRDN 026768	FRDN 026793
FRDN 026769	FRDN 026794
FRDN 026770	FRDN 026795
FRDN 026771	FRDN 026796
FRDN 026772	FRDN 026797
FRDN 026773	FRDN 026798
FRDN 026774	FRDN 026799
FRDN 026775	FRDN 026800
FRDN 026776	FRDN 026801
FRDN 026777	FRDN 026802
FRDN 026778	FRDN 026803
FRDN 026779	FRDN 026804
FRDN 026780	FRDN 026805
FRDN 026781	FRDN 026806
FRDN 026782	FRDN 026807
FRDN 026783	FRDN 026808
FRDN 026784	FRDN 026809
FRDN 026785	FRDN 026810

4. The lease agreement, including any and all amendments thereto, as of November 1, 1982 between Itel, as successor in interest to Evans and its predecessors, if any, as lessor, and Oklahoma Kansas and Texas Railroad, as lessee, but such lease agreement is assigned to the extent, and only to the extent, that such lease agreement relates to the following described covered hoppers listed in the following described schedule to such lease:

The one hundred ninety-one (191) cars described on schedule 6 to said lease, and currently identified in Evans' internal records as sublot no. 2001-06, as follows:

OKKT	003000	OKKT	003041	OKKT	003082	OKKT	003123	OKKT	003252
OKKT	003001	OKKT	003042	OKKT	003083	OKKT	003124	OKKT	003253
OKKT	003002	OKKT	003043	OKKT	003084	OKKT	003125	OKKT	003254
OKKT	003003	OKKT	003044	OKKT	003085	OKKT	003126	OKKT	003255
OKKT	003004	OKKT	003045	OKKT	003086	OKKT	003127	OKKT	003256
OKKT	003005	OKKT	003046	OKKT	003087	OKKT	003128	OKKT	003257
OKKT	003006	OKKT	003047	OKKT	003088	OKKT	003129	OKKT	003258
OKKT	003007	OKKT	003048	OKKT	003089	OKKT	003130	OKKT	003259
OKKT	003008	OKKT	003049	OKKT	003090	OKKT	003131	OKKT	003260
OKKT	003009	OKKT	003050	OKKT	003091	OKKT	003132	OKKT	003261
OKKT	003010	OKKT	003051	OKKT	003092	OKKT	003133	OKKT	003262
OKKT	003011	OKKT	003052	OKKT	003093	OKKT	003134	OKKT	003263
OKKT	003012	OKKT	003053	OKKT	003094	OKKT	003135	OKKT	003264
OKKT	003013	OKKT	003054	OKKT	003095	OKKT	003136	OKKT	003265
OKKT	003014	OKKT	003055	OKKT	003096	OKKT	003137	OKKT	003266
OKKT	003015	OKKT	003056	OKKT	003097	OKKT	003138	OKKT	003267
OKKT	003016	OKKT	003057	OKKT	003098	OKKT	003139	OKKT	003268
OKKT	003017	OKKT	003058	OKKT	003099	OKKT	003140	OKKT	003269
OKKT	003018	OKKT	003059	OKKT	003100	OKKT	003141	OKKT	003270
OKKT	003019	OKKT	003060	OKKT	003101	OKKT	003142	OKKT	003271
OKKT	003020	OKKT	003061	OKKT	003102	OKKT	003143	OKKT	003272
OKKT	003021	OKKT	003062	OKKT	003103	OKKT	003144	OKKT	003273
OKKT	003022	OKKT	003063	OKKT	003104	OKKT	003145	OKKT	003274
OKKT	003023	OKKT	003064	OKKT	003105	OKKT	003146	OKKT	003275
OKKT	003024	OKKT	003065	OKKT	003106	OKKT	003147	OKKT	003276
OKKT	003025	OKKT	003066	OKKT	003107	OKKT	003148	OKKT	003277
OKKT	003026	OKKT	003067	OKKT	003108	OKKT	003149	OKKT	003278
OKKT	003027	OKKT	003068	OKKT	003109	OKKT	003238		
OKKT	003028	OKKT	003069	OKKT	003110	OKKT	003239		
OKKT	003029	OKKT	003070	OKKT	003111	OKKT	003240		
OKKT	003030	OKKT	003071	OKKT	003112	OKKT	003241		
OKKT	003031	OKKT	003072	OKKT	003113	OKKT	003242		
OKKT	003032	OKKT	003073	OKKT	003114	OKKT	003243		
OKKT	003033	OKKT	003074	OKKT	003115	OKKT	003244		
OKKT	003034	OKKT	003075	OKKT	003116	OKKT	003245		
OKKT	003035	OKKT	003076	OKKT	003117	OKKT	003246		
OKKT	003036	OKKT	003077	OKKT	003118	OKKT	003247		
OKKT	003037	OKKT	003078	OKKT	003119	OKKT	003248		
OKKT	003038	OKKT	003079	OKKT	003120	OKKT	003249		
OKKT	003039	OKKT	003080	OKKT	003121	OKKT	003250		
OKKT	003040	OKKT	003081	OKKT	003122	OKKT	003251		

5. The lease agreement, including any and all amendments thereto, as of July 1, 1983 between Itel, as successor in interest to Evans and its predecessors, if any, as lessor, and Ferdinand Railroad, as lessee, but such lease agreement is assigned to the extent, and only to the extent, that such lease agreement relates to the following described covered hoppers listed in the following described schedule to such lease:

The one hundred fifty-nine (159) cars described on schedule 10 to said lease, and currently identified in Evans' internal records as sublot no. 2023-10, as follows:

FRDN 003500	FRDN 004186	FRDN 004218	FRDN 004250	FRDN 004304
FRDN 003501	FRDN 004187	FRDN 004219	FRDN 004251	FRDN 004305
FRDN 003502	FRDN 004188	FRDN 004220	FRDN 004252	FRDN 004306
FRDN 003503	FRDN 004189	FRDN 004221	FRDN 004253	FRDN 004307
FRDN 003504	FRDN 004190	FRDN 004222	FRDN 004254	FRDN 004308
FRDN 003505	FRDN 004191	FRDN 004223	FRDN 004255	FRDN 004309
FRDN 003506	FRDN 004192	FRDN 004224	FRDN 004256	FRDN 004310
FRDN 003507	FRDN 004193	FRDN 004225	FRDN 004257	FRDN 004311
FRDN 003508	FRDN 004194	FRDN 004226	FRDN 004258	FRDN 004312
FRDN 003509	FRDN 004195	FRDN 004227	FRDN 004259	FRDN 004313
FRDN 003511	FRDN 004196	FRDN 004228	FRDN 004260	FRDN 004314
FRDN 003513	FRDN 004197	FRDN 004229	FRDN 004261	FRDN 004315
FRDN 003514	FRDN 004198	FRDN 004230	FRDN 004262	FRDN 004316
FRDN 003516	FRDN 004199	FRDN 004231	FRDN 004263	FRDN 004317
FRDN 003517	FRDN 004200	FRDN 004232	FRDN 004264	FRDN 004318
FRDN 003520	FRDN 004201	FRDN 004233	FRDN 004265	FRDN 004319
FRDN 003521	FRDN 004202	FRDN 004234	FRDN 004266	FRDN 004320
FRDN 004160	FRDN 004203	FRDN 004235	FRDN 004288	FRDN 004321
FRDN 004161	FRDN 004204	FRDN 004236	FRDN 004289	FRDN 004322
FRDN 004162	FRDN 004205	FRDN 004237	FRDN 004290	FRDN 004323
FRDN 004163	FRDN 004206	FRDN 004238	FRDN 004291	FRDN 004324
FRDN 004164	FRDN 004207	FRDN 004239	FRDN 004292	FRDN 004325
FRDN 004165	FRDN 004208	FRDN 004240	FRDN 004293	FRDN 004326
FRDN 004166	FRDN 004209	FRDN 004241	FRDN 004294	FRDN 004327
FRDN 004178	FRDN 004210	FRDN 004242	FRDN 004295	FRDN 004328
FRDN 004179	FRDN 004211	FRDN 004243	FRDN 004296	FRDN 004336
FRDN 004180	FRDN 004212	FRDN 004244	FRDN 004297	FRDN 004337
FRDN 004181	FRDN 004213	FRDN 004245	FRDN 004298	FRDN 004338
FRDN 004182	FRDN 004214	FRDN 004246	FRDN 004299	FRDN 004339
FRDN 004183	FRDN 004215	FRDN 004247	FRDN 004300	FRDN 004340
FRDN 004184	FRDN 004216	FRDN 004248	FRDN 004301	FRDN 004341
FRDN 004185	FRDN 004217	FRDN 004249	FRDN 004302	

6. The lease agreement, including any and all amendments thereto, as of July 20, 1987 between Itel, as successor in interest to Evans and its predecessors, if any, as lessor, and Canadian Pacific Limited, as lessee, but such lease agreement is assigned to the extent, and only to the extent, that such lease agreement relates to the following described covered hoppers listed on the following described schedule to such lease:

The one hundred thirty-five (135) cars described on schedule 10 to said lease, and currently identified in Evans' internal records as sublot no. 2088-10, as follows:

EELX	001600	USLX	003751	USLX	003796
EELX	001601	USLX	003752	USLX	003799
EELX	001602	USLX	003753	USLX	020820
EELX	001603	USLX	003754	USLX	020821
EELX	001604	USLX	003755	USLX	020822
EELX	001605	USLX	003756	USLX	020823
EELX	001606	USLX	003757	USLX	020824
EELX	001607	USLX	003758	USLX	020825
EELX	001609	USLX	003759	USLX	020826
EELX	001610	USLX	003760	USLX	020827
EELX	001611	USLX	003761	USLX	020828
EELX	001612	USLX	003762	USLX	020829
EELX	001613	USLX	003763	USLX	020830
EELX	001614	USLX	003764	USLX	020831
EELX	001615	USLX	003765	USLX	020832
EELX	001616	USLX	003766	USLX	020833
EELX	001617	USLX	003767	USLX	020834
EELX	001618	USLX	003768	USLX	020835
EELX	001620	USLX	003769	USLX	020836
EELX	001621	USLX	003770	USLX	020837
EELX	001622	USLX	003771	USLX	020838
EELX	001623	USLX	003772	USLX	020839
EELX	001626	USLX	003773	USLX	020840
EELX	001627	USLX	003774	USLX	020841
EELX	001628	USLX	003775	USLX	020842
EELX	001629	USLX	003776	USLX	020843
EELX	001630	USLX	003777	USLX	020844
EELX	001631	USLX	003778	USLX	020845
EELX	001632	USLX	003779	USLX	020846
EELX	001634	USLX	003780	USLX	020847
EELX	001635	USLX	003781	USLX	020848
EELX	001636	USLX	003782	USLX	020849
EELX	001637	USLX	003783	USLX	020850
EELX	001638	USLX	003784	USLX	020851
EELX	001640	USLX	003785	USLX	020852
EELX	001641	USLX	003786	USLX	020853
EELX	001642	USLX	003787	USLX	020854
EELX	001643	USLX	003788	USLX	020855
EELX	001644	USLX	003789	USLX	020856
EELX	001645	USLX	003790	USLX	020857
EELX	001646	USLX	003791	USLX	020858
EELX	001647	USLX	003792	USLX	020859
EELX	001648	USLX	003793	USLX	020860
EELX	001649	USLX	003794	USLX	020861
USLX	003750	USLX	003795	USLX	020862

STATE OF Illinois)
COUNTY OF Cook)

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared James E. Knox, Sr. Vice President of Itel Corporation, _____, known to me to be the person and officer whose name is subscribed in the foregoing instrument, and acknowledged before me that the same was the act of said corporation, and that such person executed the same as the act of said corporation for the purposes and considerations therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of December, 1987.

Martha J. Fox
Notary Public

" OFFICIAL SEAL "
MARTHA J. FOX
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/13/91

STATE OF Illinois)
COUNTY OF Cook)

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared William Herding, Vice President-Treas of Lakin Duffus Corporation, known to me to be the person and officer whose name is subscribed in the foregoing instrument, and acknowledged before me that the same was the act of said corporation, and that such person executed the same as the act of said corporation for the purposes and considerations therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of December, 1987.

Martha J. Fox
Notary Public

" OFFICIAL SEAL "
MARTHA J. FOX
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/13/91

ATTACHMENT

FRDN 026402
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