



August 2, 1989

RECORDATION NO 16479 FILED 1488 15) 984-4000  
Istel Rail Corporation  
55 Francisco Street  
San Francisco, California 94133  
(415) 781-1035 Fax

AUG 14 1989 - 11 20 AM

INTERSTATE COMMERCE COMMISSION

9-220A023

Hon. Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
Washington, DC 20423

Re: Schedule No 1 to Lease Agreement dated as of July 17, 1989, between Istel Rail Corporation and Canadian Pacific Limited

Dear Ms. McGee:

On behalf of Istel Rail Corporation, the above instrument, in three (3) counterparts, is hereby submitted for filing and recording pursuant to 49 U.S.C. Section 11303(a), along with the \$13 recordation fee.

Please record this Schedule under the Lease Agreement dated July 17, 1989, between Istel Rail Corporation and Canadian Pacific Limited, which is being filed with the ICC simultaneously this date.

The parties to the aforementioned instrument are listed below:

Istel Rail Corporation (Lessor)  
55 Francisco Street  
San Francisco, California 94133

Canadian Pacific Limited (Lessee)  
P.O. Box 5042, Windsor Station  
Montreal, Quebec H3C 3E4  
Canada

This Schedule adds to the Lease Agreement fifty-seven (57) 89'4", bi-level flatcars bearing reporting marks CPAA 541600-541656.

Please return to the undersigned the stamped counterparts not required for filing purposes, together with the ICC fee receipt and acknowledgment letter.

Very truly yours,

Patricia Schumacker  
Legal Department

REGISTRATION NO 16479 A FILED 1425

AUG 14 1989 -11 20 AM

INTERSTATE COMMERCE COMMISSION

EQUIPMENT SCHEDULE No. ~~2~~ 1 ~~BS~~ *DATA*

This Equipment Schedule is attached to and made part of that certain Lease Agreement dated as of July 17, 1989 (the "Agreement") between ITEL Rail Corporation as Lessor and Canadian Pacific Limited as Lessee.

Description of Cars: FA - Bi Levels, Fully Enclosed, With Roof and End Doors

Door Opening Width: N/A

Inside Length: 89'4"

Inside Width (Min.): 9'

Inside Height (Min.): N/A

AAR Car Code:

Cubic Capacity: N/A

Number of Cars: 57

Reporting Marks: CPAA 541600 - 541656

Term: Commencement Date 12:00 noon on date of Delivery

: Expiration Date 10 years from Delivery of last Car

Renewal Option: N/A

Rent: Fixed Rental \$ U.S. funds per Car per day

: Service Factor N/A

: Maximum Mileage N/A

: Per Mile Rate N/A

: User Maintenance Items: N/A

: Special Provisions: Notwithstanding the provisions of Section 5 of the Agreement (which provides that Lessor shall provide maintenance on equipment it leases to Lessee), Lessee shall perform or cause to be performed and pay all costs and expenses associated with the

THIS INSTRUMENT IS SUBJECT TO THE INTERSTATE COMMERCE COMMISSION'S REGULATION OF RATES AND SERVICE. FAILURE TO COMPLY WITH THESE REGULATIONS MAY SUBJECT THE PARTIES TO PENALTIES AND DAMAGES.

*PB*

maintenance of the Cars described on this Schedule. Any parts, replacements or additions made to any Car are deemed accessions to such Car and title thereto shall vest immediately in Lessor. In the event that Lessor performs any repair work for Lessee, all sums due Lessor for such repair work shall be reimbursed to Lessor as additional rental. "Repair Work" is defined as all repairs, maintenance, or replacements required to keep and maintain the Cars in good working order and repair. All repairs must be made in accordance with the Interchange Rules, as amended from time to time. Lessor has the right to inspect the Cars at any time to ensure that they are in compliance with applicable regulations.

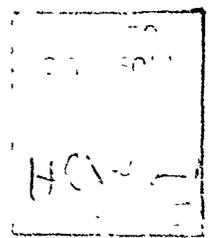
*W. J. ...*  
Chief of Transportation

*W. J. ...*  
\_\_\_\_\_  
IteI Rail Corporation

*J. E. ...*  
\_\_\_\_\_  
Canadian Pacific Limited      Vice President

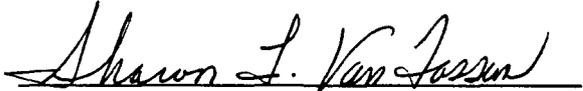
*P. Bernad ...*  
\_\_\_\_\_  
ASSISTANT SECRETARY

*JB*



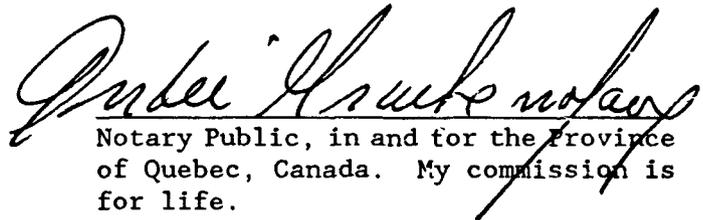
STATE OF CALIFORNIA        )  
  ) ss:  
COUNTY OF SAN FRANCISCO )

On this 17th day of July, 1989, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of ITEL Rail Corporation, that the foregoing Schedule No. 12 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

PROVIDENCE OF QUEBEC        )  
  ) ss:  
COUNTY OF HOCHELAGA        )

On this 10<sup>th</sup> day of JULY, 1989, before me personally appeared P. BERNADET, to me personally known, who being by me duly sworn says that such person is ASSISTANT SECRETARY of Canadian Pacific Limited that the foregoing Schedule No. 12 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public, in and for the Province of Quebec, Canada. My commission is for life.