

1-109A051

LAW OFFICES

ALVORD AND ALVORD

200 WORLD CENTER BUILDING

918 SIXTEENTH STREET, N W

WASHINGTON, D.C.

20006-2973

(202) 393-2266

OF COUNSEL  
URBAN A LESTER

TELEX  
440367 A AND A

TELEFAX  
(202) 393 2156

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD\*  
CHARLES T. KAPLER  
JOHN H. DOYLE\*  
JAMES C. MARTIN JR.\*

\*ALSO ADMITTED IN NEW YORK  
\*ALSO ADMITTED IN MARYLAND

April 19, 1991

RECORDATION NO 17196-A FILED 1425 \$15

APR 19 1991 - 1 0: PM

INTERSTATE COMMERCE COMMISSION

17196-A

Mr. Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two fully executed original copies of an Amending Agreement - Lease of Equipment #31 dated as of April 1, 1991, a secondary document as defined in the Commission's Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

The enclosed document relates to the Lease of Equipment #31 dated as of November 30, 1990, which was filed and recorded on January 14, 1991 and assigned Recordation Number 17196.

The names and addresses of the parties to the enclosed document are:

Lessor: SLX Canada Inc.  
1500 Bow Valley Square IV  
250 6th Avenue S.W.  
Calgary, Alberta T2P 3H7  
CANADA

Lessee: Canadian National Railway Company  
935 de La Gauchetiere St. West  
Montreal, Quebec H3B 2M9  
CANADA

APR 19 12 54 PM '91  
RECORDATION UNIT

A description of the railroad equipment covered by the enclosed document is set forth in Schedule A attached hereto and made a part hereof.

Also enclosed is a check in the amount of \$15 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

*Handwritten notes:*  
C. Countryman  
C. T. Kappler

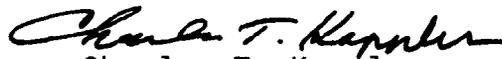
Mr. Sidney L. Strickland, Jr.  
Interstate Commerce Commission  
April 19, 1991  
Page Two

Kindly return a stamped copy of the enclosed document to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

A short summary of the enclosed secondary document to appear in the Commission's Index is:

Amending Agreement - Lease of Equipment #31 dated as of April 1, 1991 between SLX Canada Inc., Lessor and Canadian National Railway Company, Lessee, covering 704 100-ton 4350 cu. ft. Steel Covered Hopper Cars, 298 70-ton 50'6" Box Cars, 99 100-ton Steel Covered Hopper Cars, 4 100-ton Gondola Coal Cars and 29 100-ton Gondola Cars, all of which bear CN reporting marks and numbers.

Very truly yours,

  
Charles T. Kappler

CTK/bg  
Enclosure

SCHEDULE A

DESCRIPTION OF UNITS

GROUP 1

| <u>TYPE</u> | <u>SPECIFICATION</u>                                 | <u>BUILDER</u>  | <u>IDENTIFICATION<br/>NUMBERS</u>  | <u>QUAN-<br/>TITY</u> | <u>UNIT PRICE</u> |
|-------------|--|---|--|-----------------------|-------------------|
| Hopper Cars | 100-ton 4350 cu. ft.<br>Steel Covered Hopper<br>Cars | Hawker Siddeley<br>Canada Ltd.,<br>Trenton, N.S.<br>Built in 1970 | CN 377049<br>CN 377197<br>CN 377250<br>CN 377254 - 256<br>CN 377258 - 263<br>CN 377265 - 266<br>CN 377268 - 281<br>CN 377283 - 325<br>CN 377327 - 331<br>CN 377333 - 347<br>CN 377349 - 373<br>CN 377375 - 388<br>CN 377390 - 395<br>CN 377397 - 412<br>CN 377414 - 426<br>CN 377428 - 537<br>CN 377539 - 568<br>CN 377570 - 601<br>CN 377603 - 607<br>CN 377609 - 615<br>CN 377617 - 624<br>CN 377627 - 659<br>CN 377661 - 685<br>CN 377687 - 690<br>CN 377692 - 696<br>CN 377698 - 712<br>CN 377714 - 718<br>CN 377720 - 722<br>CN 377724 - 728<br>CN 377730 - 739 | 704 ✓                 | \$18,373.29       |

| <u>TYPE</u> | <u>SPECIFICATION</u>                    | <u>BUILDER</u>                          | <u>IDENTIFICATION NUMBERS</u>  | <u>QUAN-TITY</u> | <u>UNIT PRICE</u> |
|-------------|---|---|--|------------------|-------------------|
|             |   |   | CN 377741 - 744  |                  |                   |
|             |   |   | CN 377748 - 764  |                  |                   |
|             |   |   | CN 377766 - 801  |                  |                   |
|             |   |   | CN 377803  |                  |                   |
|             |   |   | CN 377805 - 813  |                  |                   |
|             |   |   | CN 377815 - 830  |                  |                   |
|             |   |   | CN 377832 - 847  |                  |                   |
|             |   |   | CN 377849 - 854  |                  |                   |
|             |   |   | CN 377856 - 870  |                  |                   |
|             |   |   | CN 377872 - 878  |                  |                   |
|             |   |   | CN 377880 - 912  |                  |                   |
|             |   |   | CN 377914 - 950  |                  |                   |
|             |   |   | CN 377952 - 958  |                  |                   |
|             |   |   | CN 377960 - 990  |                  |                   |
|             |   |   | CN 377992 - 995  |                  |                   |
|             |   |   | CN 377997 - 999  |                  |                   |
| Hopper Cars | 100-ton<br>Steel Covered<br>Hopper Cars | National Steel<br>Car. Built in<br>1974 | CN 371600 - 633<br>CN 371635 - 669<br>CN 371671 - 694<br>CN 371696 - 701   | 99               | \$18,373.29       |
|             |   | <u>GROUP 2</u>                          |  |                  |                   |
| Box Cars    | 70-ton 50'6"<br>Box Cars                | National Steel<br>Car. Built in<br>1974 | CN 410100 - 115<br>CN 410117 - 123<br>CN 410125 - 126<br>CN 410128 - 135<br>CN 410137 - 213<br>CN 410215 - 220<br>CN 410222 - 239<br>CN 410241 - 249<br>CN 411424<br>CN 411741 - 800<br>CN 411802 - 804<br>CN 411806 - 835 | 298              | \$18,922.83       |

| <u>TYPE</u>  | <u>SPECIFICATION</u>      | <u>BUILDER</u>                         | <u>IDENTIFICATION NUMBERS</u>   | <u>QUAN-TITY</u> | <u>UNIT PRICE</u> |
|--------------|---------------------------|--|---|------------------|-------------------|
|              |                           |  | CN 411837 - 875   |                  |                   |
|              |                           |  | CN 411877 - 880   |                  |                   |
|              |                           |  | CN 411882 - 899   |                  |                   |
|              |                           | <u>GROUP 3</u>                         |   |                  |                   |
| Gondola Cars | 100-ton Gondola Coal Cars | Hawker Siddeley Canada. Built in 1974. | CN 199290 - 293   | 4                | \$17,176.10       |
| Gondola Cars | 100-ton Gondola Cars      | Hawker Siddeley Built in 1974-1975     | CN 137550 - 551<br>CN 137553 - 560<br>CN 137700 - 701<br>CN 137703<br>CN 137807 - 814<br>CN 137817 - 820<br>CN 137823<br>CN 137825 - 826<br>CN 188100 | 29               | \$17,176.10       |

RJP^UNITDES2:VWBANK

10/10

Interstate Commerce Commission  
Washington, D.C. 20423

4/19/91

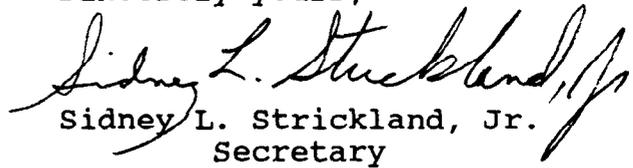
OFFICE OF THE SECRETARY

Charles T. Kappler  
Alvord & Alvord  
918 16th St. N.W.  
Washington, D.C. 20006

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 4/19/91 at 1:05pm, and assigned recordation number(s). 17196-A & 17196-B

Sincerely yours,

  
Sidney L. Strickland, Jr.  
Secretary

17196-A  
REGISTRATION NO. 17196-1991

APR 19 1991 - 1 05 PM

INTERSTATE COMMERCE COMMISSION

AMENDING AGREEMENT - LEASE OF EQUIPMENT #31

THIS AMENDING AGREEMENT made as of April 1, 1991.

B E T W E E N:

SLX CANADA INC.  
("SLX")

OF THE FIRST PART

-and-

CANADIAN NATIONAL RAILWAY COMPANY  
("CN")

OF THE SECOND PART

WHEREAS SLX and CN have entered into an agreement entitled "Lease of Equipment #31" made as of November 30, 1990 (the "Lease");

AND WHEREAS SLX and CN have agreed to amend the Lease as hereinafter set forth;

WITNESSES that for valuable consideration, the parties agree as follows:

1. The Lease shall be and is hereby amended by deleting Schedules A, B and D to the Lease and substituting therefor, respectively, Schedules A, B and D annexed to this Amending Agreement.

2. Except to the extent expressly amended by the terms of this Amending Agreement, all terms and provisions contained in the Lease and all covenants, undertakings, representations, warranties and conditions of the parties therein contained shall continue and remain in full force and effect, unamended. Terms used in this Amending Agreement and which are defined in the Lease shall have the same respective meanings for the purposes hereof as are attributed thereto in the Lease, except as specifically set forth herein or amended hereby.

3. This Amending Agreement shall be governed by the laws of the Province of Ontario.

*MAP*

4. This Amending Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this Amending Agreement as of the day and year first written above.

SLX CANADA INC.

By: *Paul J. D. Miller*  
Paul J. D. Miller  
Director

By: *B. C. Barker*  
Bruce C. Barker  
Director

CANADIAN NATIONAL RAILWAY COMPANY

Approved  
as to form only  
*[Signature]*  
Attorney

By: *Alfred H. Moran*  
Name Senior Vice-President &  
Position Chief Financial Officer

By: *Marie-Andrée Prénoveau*  
Name MARIE-ANDRÉE PRÉNOVEAU  
Position ASSISTANT SECRETARY

**SCHEDULE A**

**DESCRIPTION OF UNITS**

**GROUP 1**

| <b><u>TYPE</u></b> | <b><u>SPECIFICATION</u></b>                          | <b><u>BUILDER</u></b>   | <b><u>IDENTIFICATION<br/>NUMBERS</u></b>   | <b><u>QUAN-<br/>TITY</u></b> | <b><u>UNIT PRICE</u></b> |
|--------------------|--|---|--|------------------------------|--------------------------|
| Hopper Cars        | 100-ton 4350 cu. ft.<br>Steel Covered Hopper<br>Cars | Hawker Siddeley<br>Canada Ltd.,<br>Trenton, N.S.<br>Built in 1970 | CN 377049<br>CN 377197<br>CN 377250<br>CN 377254 - 256<br>CN 377258 - 263<br>CN 377265 - 266<br>CN 377268 - 281<br>CN 377283 - 325<br>CN 377327 - 331<br>CN 377333 - 347<br>CN 377349 - 373<br>CN 377375 - 388<br>CN 377390 - 395<br>CN 377397 - 412<br>CN 377414 - 426<br>CN 377428 - 537<br>CN 377539 - 568<br>CN 377570 - 601<br>CN 377603 - 607<br>CN 377609 - 615<br>CN 377617 - 624<br>CN 377627 - 659<br>CN 377661 - 685<br>CN 377687 - 690<br>CN 377692 - 696<br>CN 377698 - 712<br>CN 377714 - 718<br>CN 377720 - 722<br>CN 377724 - 728<br>CN 377730 - 739 | 704                          | \$18,373.29              |

*Handwritten signature or initials*

| <u>TYPE</u> | <u>SPECIFICATION</u>                    | <u>BUILDER</u>                          | <u>IDENTIFICATION<br/>NUMBERS</u> | <u>QUAN-<br/>TITY</u> | <u>UNIT PRICE</u> |
|-------------|---|---|-----------------------------------|-----------------------|-------------------|
|             |   |   | CN 377741 - 744                   |                       |                   |
|             |   |   | CN 377748 - 764                   |                       |                   |
|             |   |   | CN 377766 - 801                   |                       |                   |
|             |   |   | CN 377803                         |                       |                   |
|             |   |   | CN 377805 - 813                   |                       |                   |
|             |   |   | CN 377815 - 830                   |                       |                   |
|             |   |   | CN 377832 - 847                   |                       |                   |
|             |   |   | CN 377849 - 854                   |                       |                   |
|             |   |   | CN 377856 - 870                   |                       |                   |
|             |   |   | CN 377872 - 878                   |                       |                   |
|             |   |   | CN 377880 - 912                   |                       |                   |
|             |   |   | CN 377914 - 950                   |                       |                   |
|             |   |   | CN 377952 - 958                   |                       |                   |
|             |   |   | CN 377960 - 990                   |                       |                   |
|             |   |   | CN 377992 - 995                   |                       |                   |
|             |   |   | CN 377997 - 999                   |                       |                   |
| Hopper Cars | 100-ton<br>Steel Covered<br>Hopper Cars | National Steel<br>Car. Built in<br>1974 | CN 371600 - 633                   | 99                    | \$18,373.29       |
|             |   |   | CN 371635 - 669                   |                       |                   |
|             |   |   | CN 371671 - 694                   |                       |                   |
|             |   |   | CN 371696 - 701                   |                       |                   |
|             |   | <u>GROUP 2</u>                          |                                   |                       |                   |
| Box Cars    | 70-ton 50'6"<br>Box Cars                | National Steel<br>Car. Built in<br>1974 | CN 410100 - 115                   | 298                   | \$18,922.83       |
|             |   |   | CN 410117 - 123                   |                       |                   |
|             |   |   | CN 410125 - 126                   |                       |                   |
|             |   |   | CN 410128 - 135                   |                       |                   |
|             |   |   | CN 410137 - 213                   |                       |                   |
|             |   |   | CN 410215 - 220                   |                       |                   |
|             |   |   | CN 410222 - 239                   |                       |                   |
|             |   |   | CN 410241 - 249                   |                       |                   |
|             |   |   | CN 411424                         |                       |                   |
|             |   |   | CN 411741 - 800                   |                       |                   |
|             |   |   | CN 411802 - 804                   |                       |                   |
|             |   |   | CN 411806 - 835                   |                       |                   |

| <u>TYPE</u>  | <u>SPECIFICATION</u>         | <u>BUILDER</u>                               | <u>IDENTIFICATION<br/>NUMBERS</u>   | <u>QUAN-<br/>TITY</u> | <u>UNIT PRICE</u> |
|--------------|------------------------------|--|---|-----------------------|-------------------|
|              |                              |  | CN 411837 - 875   |                       |                   |
|              |                              |  | CN 411877 - 880   |                       |                   |
|              |                              |  | CN 411882 - 899   |                       |                   |
|              |                              | <u>GROUP 3</u>                               |   |                       |                   |
| Gondola Cars | 100-ton Gondola<br>Coal Cars | Hawker Siddeley<br>Canada. Built in<br>1974. | CN 199290 - 293   | 4                     | \$17,176.10       |
| Gondola Cars | 100-ton Gondola<br>Cars      | Hawker Siddeley<br>Built in 1974-1975        | CN 137550 - 551<br>CN 137553 - 560<br>CN 137700 - 701<br>CN 137703<br>CN 137807 - 814<br>CN 137817 - 820<br>CN 137823<br>CN 137825 - 826<br>→ CN 188100 | 29                    | \$17,176.10       |

RJP^UNITDES2:VWBANK

**SCHEDULE B**

**LEASE PARTICULARS**

LEASE RATE: 11.12%

RENTAL COMMENCEMENT DATE: April 1, 1991

INTEREST RATE ON ARREARS: 12.12%

LEASE TERMINATION DATE: April 1, 2001 or such earlier date as this Lease is terminated pursuant to the provisions hereof.

INTERIM RENTAL: Not Applicable.

CASUALTY NOTICE DATE: January 30 in each year during the term of this Lease.

CASUALTY PAYMENT DATE: April 1 in each year during the term of this Lease.

REGISTRATIONS: subject to the Lessor providing the Lessee with the appropriate information, the Lessee shall cause each Unit to be registered in the Official Railway Equipment Register and in the Universal Machine Language Equipment Register (UMLER), and any change therein must be mutually agreed by the parties. The Lessee shall maintain such records as shall be required from time to time by any applicable regulatory agency or any AAR railroad interchange agreement or rule. The Lessee shall, at its own expense, cause this Lease and any assignment hereof to be filed and recorded with the Interstate Commerce Commission in accordance with 49 U.S.C. Section 11303 and deposited with the Registrar General of Canada (with notice of such deposit to be given forthwith in the Canada Gazette) pursuant to Section 90 of the Railway Act of Canada.

**SCHEDULE B TO LEASE #31**  
(Continued)

RENTAL:

| Payment<br>Number | Rental<br>Payment<br>Date | Percentage of<br>Unit Price<br>of each Unit | Rental Payment<br>based on<br>aggregate Unit<br>Price as per<br>Schedule A |
|-------------------|---------------------------|---|--|
| 1.                | 01-Apr-91                 | 4.1948                                      | \$ 879,044.22  |
| 2.                | 01-Oct-91                 | 1.193                                       | 250,047.63   |
| 3.                | 01-Apr-92                 | 1.193                                       | 250,047.63   |
| 4.                | 01-Oct-92                 | 1.193                                       | 250,047.63   |
| 5.                | 01-Apr-93                 | 1.193                                       | 250,047.63   |
| 6.                | 01-Oct-93                 | 8.588                                       | 1,800,007.57   |
| 7.                | 01-Apr-94                 | 1.193                                       | 250,047.63   |
| 8.                | 01-Oct-94                 | 9.065                                       | 1,899,984.70   |
| 9.                | 01-Apr-95                 | 1.193                                       | 250,047.63   |
| 10.               | 01-Oct-95                 | 8.111                                       | 1,700,030.44   |
| 11.               | 01-Apr-96                 | 1.193                                       | 250,047.63   |
| 12.               | 01-Oct-96                 | 7.157                                       | 1,500,076.18   |
| 13.               | 01-Apr-97                 | 1.193                                       | 250,047.63   |
| 14.               | 01-Oct-97                 | 11.884                                      | 2,490,834.88   |
| 15.               | 01-Apr-98                 | 17.500                                      | 3,677,924.14   |
| 16.               | 01-Oct-98                 | 17.500                                      | 3,677,924.14   |
| 17.               | 01-Apr-99                 | 17.500                                      | 3,677,924.14   |
| 18.               | 01-Oct-99                 | 17.500                                      | 3,677,924.14   |
| 19.               | 01-Apr-2000               | 17.500                                      | 3,677,924.14   |
| 20.               | 01-Oct-2000               | 17.500                                      | 3,677,924.14   |
| 21.               | 01-Apr-2001               | 17.500                                      | 3,677,924.14   |

Method of Payment:

Lessee shall pay the above amounts to the Lessor on the corresponding Rental Payment Date in same day funds.

*MAP*

SCHEDULE D

STIPULATED LOSS VALUE

| <u>Date</u> | <u>¢</u> |
|-------------|----------|
| 01-Apr-92   | 112.98   |
| 01-Apr-93   | 123.60   |
| 01-Apr-94   | 127.01   |
| 01-Apr-95   | 129.66   |
| 01-Apr-96   | 131.97   |
| 01-Apr-97   | 136.05   |
| 01-Apr-98   | 118.67   |
| 01-Apr-99   | 93.34    |
| 01-Apr-2000 | 65.96    |
| 01-Apr-2001 | 35.40    |

The Stipulated Loss Value shall be calculated as the applicable percentage of the "Unit Price" referred to in Schedule "A".

RJP^NEALEA2:VWBANK2



PROVINCE OF QUEBEC

DISTRICT OF MONTREAL

) In the matter of a lease  
) amending agreement between  
) SLX Canada Inc. and Canadian  
) National Railway Company made  
) as of the 1st day of April,  
) 1991

On this *15th day of April 1991*, before me personally  
appeared **MARIE-ANDRÉE PRÉNOVEAU**, to me personally known, who,  
being by me duly sworn, says that he is the **ASSISTANT SECRETARY** of  
Canadian National Railway Company, that one of the seals affixed  
to the foregoing instrument is the seal of said Corporation,  
that said instrument was signed and sealed on behalf of said  
Corporation by authority of its Board of Directors on, *15th April 1991*  
and he acknowledged that the execution of the foregoing  
instrument was the free act and deed of said Corporation.

*Brenda Stacey*  
Commissioner for oaths in and  
for the Province of Quebec

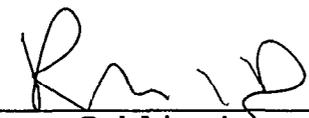
BRENDA STACEY  
Commissioner for Oaths  
Commissaire à l'Assermentation  
District-Montreal  
Expires May 8, 1992

PROVINCE OF ONTARIO

CITY OF TORONTO

) In the matter of a lease  
) amending agreement between  
) SLX Canada Inc. and Canadian  
) National Railway Company made  
) as of the 1st day of April,  
) 1991

On this 11<sup>th</sup> day of April, 1991 before me personally appeared Bruce C. Barker, to me personally known, who, being by me duly sworn, says that he is the Chairman of SLX Canada Inc., that one of the seals affixed to the foregoing instrument is the seal of said Company, that said instrument was signed and sealed on behalf of said Company by authority of its Board of Directors, that he signed the said instrument on April 11, 1991 on behalf of the Corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Company.

  
Notary Public in and for the  
Province of Ontario

(Notarial Seal)