

000637001

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AFFILIATE FIRMS

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May 18, 1995

19436 FA

MAY 20 1995 - 9 12 AM

INTERSTATE COMMERCE COMMISSION

VIA COURIER

Secretary
Interstate Commerce Commission
Room 2311
Washington, DC 20423

Re: DOCUMENTS FOR RECORDATION

Dear Secretary:

I am an attorney representing a party to the enclosed documents. I have enclosed two original counterparts, an original and a certified copy or two certified copies of each of the documents described below, to be recorded pursuant to Section 11303 of Title 49 of the United States Code and the regulations adopted thereto. The documents are:

1. Lease, a primary document, dated as of May 1, 1995, together with Riders 1, 2 and 3 thereto. The names and addresses of the parties to the foregoing document follow:

Lessor: Interail, Inc.
One Foxfield Square, Suite 200
St. Charles, Illinois 60174-5732

Lessee: Canadian National Railway Company
935 De La Gauchetiere St. West
Floor #4, Car Management
Montreal, Quebec, CANADA H3B 2M9

The equipment covered by the foregoing document follows: Forty-nine 70-ton, 50-foot, 6-inch XP cushioned plate C boxcars marked and numbered NOKL 16100 through 16149 inclusive.

2. Assignment of Lease, a secondary document, dated as of May 25, 1995. The primary document to which this document is connected is the Lease dated as of May 1, 1995, by Interail, Inc., in favor of Harris Bank Winnetka N.A., referenced in paragraph number one above. The names and addresses of the parties to the foregoing document follow:

Original counterparts - 9/18/95

Page Two

Assignor: Interail, Inc.
One Foxfield Square, Suite 200
St. Charles, Illinois 60174-5732

Assignee: Harris Bank Winnetka N.A.
520 Green Bay Road
Winnetka, Illinois 60093

The equipment covered by the foregoing document follows: Forty-nine 70-ton, 50-foot, 6-inch XP cushioned plate C boxcars marked and numbered NOKL 16100 through 16149 inclusive.

3. Security Agreement, a primary document, dated as of May 25, 1995.
The names and addresses of the parties to the foregoing document follow:

Secured Party: Harris Bank Winnetka N.A.
520 Green Bay Road
Winnetka, Illinois 60093

Obligor: Interail, Inc.
One Foxfield Square, Suite 200
St. Charles, Illinois 60174-5732

The equipment covered by the foregoing document follows: Forty-nine 70-ton, 50-foot, 6-inch XP cushioned plate C boxcars marked and numbered NOKL 16100 through 16149 inclusive.

A fee of \$63.00 is enclosed. Please return any extra copies not needed by the Commission for recordation and the enclosed copy of this letter, each stamped with your recordation numbers, to Stacy Powell-Bennett, 55 East Monroe Street, Suite 4200, Chicago, Illinois 60603, in the enclosed self-addressed and prepaid Federal Express envelope.

A short summary of the documents to appear in the index follows:

1. Lease dated as of May 1, 1995, together with Riders 1, 2 and 3 thereto, between Interail, Inc., St. Charles, Illinois, and Canadian National Railway Company, Montreal, Canada, covering the following equipment: Forty-nine 70-ton, 50-foot, 6-inch XP cushioned plate C boxcars marked and numbered NOKL 16100 through 16149 inclusive.

2. Assignment of Lease dated as of May 25, 1995, by Interail, Inc., St. Charles, Illinois, and Harris Bank Winnetka, N.A., Winnetka, Illinois, covering the following equipment: Forty-nine 70-ton, 50-foot, 6-inch XP cushioned plate C boxcars marked and numbered NOKL 16100 through 16149 inclusive.

3. Security Agreement dated as of May 25, 1995, by Interail, Inc., St. Charles, Illinois, and Harris Bank Winnetka, N.A., Winnetka, Illinois, covering the following equipment:

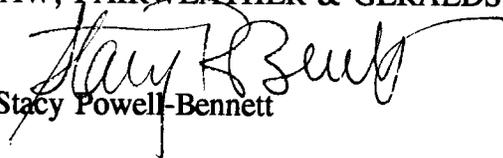
Page Three

Forty-nine 70-ton, 50-foot, 6-inch XP cushioned plate C boxcars marked and numbered NOKL 16100 through 16149 inclusive.

Yours very truly,

SEYFARTH, SHAW, FAIRWEATHER & GERALDSON

By:


Stacy Powell-Bennett

Enclosure

cc: Lita Jimenez
Richard Seymour
Richard Demarest Yant
Mark Sternberg



Interstate Commerce Commission
Washington, D.C. 20423-0001

5/25/95

Office Of The Secretary

Stacy Powell-Bennett
SeyFarth, Shaw, Fairweather & Geraldson
55 East Monroe Street, Ste. 4200
Chicago, Illinois 60603-5803

Dear Madam:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5.25.95 at 9:05AM, and assigned recordation number(s). 19436, 19436-A and 19437.

Sincerely yours,

Vernon A. Williams
Secretary

Enclosure(s)

(0100637001)
(0100637002)

\$ 63.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

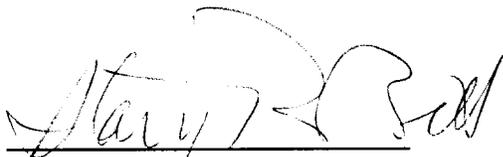
19436

MAY 16 1995 11:20 AM

ILLINOIS POLICE MERIT COMMISSION

CERTIFIED COPY

I, Stacy Powell-Bennett, the undersigned affiant, certify and affirm that I have compared the attached copy with the original and have found the copy to be complete and identical in all respects to the original document.



Stacy Powell-Bennett

STATE OF ILLINOIS)

SS.

COUNTY OF C O O K)

The foregoing instrument was acknowledged before me this 16th day of May, 1995, by Stacy Powell-Bennett.



Margaret V. Brueck
NOTARY PUBLIC



19436

MAY 2 1995
COMMERCE CODE

LEASE AGREEMENT
BETWEEN
INTERAIL, INC.
AND
CANADIAN NATIONAL RAILWAY COMPANY

DATED AS OF MAY 1, 1995

This Lease Agreement is executed in multiple counterparts. To the extent (if any) that this Lease constitutes chattel paper (as such term is defined in the Uniform Commercial Code in effect in the applicable jurisdiction), no security interest in this Lease Agreement may be perfected through possession of any counterpart other than Counterpart No. 1.

This is Counterpart No. 2.

Lease Agreement

This LEASE AGREEMENT dated ⁰⁵ May 1, 1995 by and between Interail, Inc. ("Lessor") and as to Cars owned by it or as agent to any Car Owner for which Interail, Inc. is a contracted manager and Canadian National Railway Company ("Lessee").

WITNESSETH:

1. Lease. Lessor agrees to furnish and lease to Lessee, and Lessee agrees to accept and use upon the terms and conditions herein set forth, the Railroad Cars ("Cars") covered by the Riders attached hereto and such additional Riders as may be added hereto from time to time by agreement of the parties (each such rider, a "Rider") and any and all other Cars delivered to and accepted by Lessee and leased to Lessee by Lessor. Each Rider shall set forth the number of Cars, the rental rate, term of use, Car numbers, and other pertinent information that may be desired by both parties. All Cars leased pursuant to such Riders, or otherwise delivered to and accepted by Lessee and leased to Lessee by Lessor, are subject to the terms of this Agreement. In the event of a discrepancy between the terms of this Agreement and any Rider, the terms of the Rider shall prevail.

2. Delivery. Lessor agrees to deliver the Cars to Lessee at the location designated in the appropriate Rider as point of delivery and Lessee agrees to accept such delivery. Lessor's obligations as to such delivery shall be subject to all delays resulting from causes beyond its control. If Lessor elects to send a Car through a shop prior to forwarding the Cars to Lessee's lines Lessee should be notified in order to be able to conduct inspection at repair facility upon notification of the Car being ready for release from shop.

3. Inspection and Acceptance. Each Car shall be subject to Lessee's inspection upon delivery and Lessee shall execute promptly after delivery thereof a Certificate of Acceptance in the form set forth in Exhibit A hereto evidencing the fitness and suitability of each Car and Lessee's acceptance of such Car. In the alternative, the loading of any Car by Lessee or at its direction, or the failure by Lessee to report to Lessor any defect within thirty (30) days from date of receipt at point of delivery shall constitute acceptance thereof by Lessee, and shall be conclusive evidence of the fit and suitable condition thereof for the purpose of transporting the commodities then and thereafter loaded therein or thereon.

4. Usage. Lessee agrees to use the Cars exclusively in its own service, including that of its subsidiaries except as hereinafter provided, in accordance with the provisions of the appropriate Rider. None of the Cars shall be shipped beyond the boundaries of Canada or the United States except with the prior written consent of Lessor.

5. Rent.

(a) Lessee agrees to pay the monthly rental charge ("Monthly Rental") set forth in the appropriate Rider with respect to each of the Cars from the date of delivery thereof for the term of the Lease set forth in the Rider and thereafter until such Car is returned to and accepted by Lessor.

(b) Depreciation. Lessee will not enter into any agreement or contract to depreciate or otherwise alter the earning capacity or method which compensation is paid for the Cars without the express written consent of Lessor.

6. Limitation of Lessor Warranties. Lessee acknowledges that the Cars are of the type, design, size, capacity and manufacturers selected by Lessee; and that Lessor is not a manufacturer of the Cars. Following a request from Lessee, Lessor shall attempt to enforce the manufacturer's warranties (if any) on the Cars, but Lessor shall have no liability to Lessee for any failure to obtain such warranties or any failure of the manufacturer to perform such warranties. Except as otherwise expressly provided in this Lease or in any Rider hereto, LESSOR DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED AS TO THE CARS, INCLUDING ANY IMPLIED WARRANTIES RELATING TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. Lessor shall not be liable to Lessee for any liability, loss or damage caused by any delay in the delivery of any Car. In the event of any breach of any warranty by Lessor hereunder, Lessee's remedies shall be limited to repair or replacement of the applicable Car, and Lessor shall have no liability for any incidental, consequential, exemplary or punitive damages.

7. Rental Charges. If Lessor is required to make any payments to a railroad resulting from storage or the empty movement of any of the Cars while they are in Lessee's service, Lessee agrees to reimburse Lessor for such payments.

8. Loss, Destruction and Repairs. Lessee shall notify Lessor of the loss or destruction of, or damage to, any Car as soon as possible within the normal course of business of receipt by Lessee of the knowledge of such event.

(a) Lessee shall not, without the prior written consent of Lessor, affix or install any accessory, part, equipment, or device on any Car if such addition will impair the originally intended function use or the value of such Car. All additions, repairs, parts, supplies, accessories, equipment and devices furnished, attached or affixed to any Car shall thereupon become the property of Lessor (except for such as may be removed without in any way affecting or impairing the originally intended function or diminishing the value of the Car or use thereof or materially damaging the Car, and provided further that any damage caused by such removal is repaired by Lessee forthwith).

(b) Loss or Destruction. If any Car shall be lost, destroyed, or damaged to the extent that the physical condition is, in Lessee's opinion, such that it cannot be operated in railroad service, Lessee shall pay to Lessor the AAR depreciated value of such Car as determined immediately prior to the time of such loss or destruction as determined by Rule 107 of the Association of American Railroads' Field Manual.

Upon receipt by Lessor of notification that any car will be settled upon under Rule 107 of the Association of American Railroads' Field Manual, rental payments for that Car will cease. Upon mutual agreement between Lessor and Lessee, Lessor shall have the right, but shall not be obligated, to substitute for any such Car another Car of the same type and capacity and the rental with respect to such substituted Car shall commence upon delivery, subject to acceptance as per item 3 above, of such substituted Car to Lessee.

(c) Removal from Service. In the event the physical condition of any Car shall become such that the Car cannot be operated in railroad service as determined by Lessor and Lessor elects to permanently remove such Car from Lessee's service, the rental with respect to such Car shall terminate upon the removal of such Car. Upon mutual agreement between Lessor and Lessee, Lessor shall have the right, but shall not be obligated, to substitute for any such Car another Car of the same type and capacity and the rental in respect to such substituted Car shall commence upon delivery, subject to acceptance as per item 3 above, of such substituted Car to Lessee.

9. Rules, Laws and Regulations. Lessee agrees to comply with all United States and Canadian governmental laws, regulations, requirements and rules (including the rules of the United States Department of Transportation and the Interstate Commerce Commission) and the Interchange Rules with respect to the use, maintenance and operation of the Cars subject to this Agreement.

10. Indemnities. Lessee agrees to defend, indemnify and hold Lessor harmless from and against any loss, liability, claim, suit, damage or expense of whatsoever nature and regardless of the cause thereof arising out of or in connection with or resulting from the possession, leasing, condition, use, loss of use, maintenance or operation of the Cars during the term of this Agreement, excepting, however, any loss, liability, claim, suit, damage, or expense which accrues with respect to any of the Cars (i) while such Car is in a repair shop undergoing repairs; or (ii) which is attributable to the sole active gross negligence or willful misconduct of Lessor, its agents or employees; or (iii) for which a railroad has assumed full responsibility, including investigating and defending against any claim for damages. The indemnities set forth in this Section shall survive the termination or expiration of this Agreement.

11. Loss or Damage to Lading. Lessor shall not be liable for any loss or damage to commodities, or any part thereof, loaded or shipped in or on the Cars, and Lessee agrees to assume all risk of loss and responsibility for, and to defend and indemnify Lessor against, and to save Lessor harmless from any such loss or damage, unless caused by the sole active gross negligence or willful misconduct of Lessor.

12. Marks. No lettering or marking of any kind shall be placed upon any of the Cars by Lessee except with the prior written consent of Lessor. Lessee will have no responsibility for remarking the Cars at any time during the term of this Agreement or upon termination of this Agreement.

13. Load Limits. Lessee agrees not to load any of the Cars in excess of the load limit stenciled thereon.

14. Lessor's Inspection Rights. Lessor and its authorized representative shall have the right from time to time to inspect the Cars and photocopy Lessee's records with respect thereto.

15. Default. If Lessee defaults in the payment when due of any sum of money under this Agreement and such default continues for a period of ten (10) days thereafter; or if Lessee fails to perform any covenant or condition required to be performed by Lessee which failure shall not be remedied within thirty (30) days after notice thereof from Lessor to Lessee; or if any proceeding under any bankruptcy, or insolvency statute or any laws relating to relief of debtors is commenced by Lessee, or if any such proceeding is commenced against Lessee and same shall not have been removed within sixty (60) days of the date of the filing thereof; or if a receiver, trustee, or liquidator is appointed for Lessee for all or a substantial part of Lessee's assets with Lessee's consent, or if without Lessee's consent the same shall not have been removed within thirty (30) days of the date of the appointment thereof; or if an order, judgment or decree be entered by a court of competent jurisdiction and continue unpaid and in effect for any period of thirty (30) consecutive days without a stay of execution; or if a writ of attachment or execution is levied on any Car and is not discharged within thirty (30) days thereafter, Lessor may exercise one or more of the following remedies with respect to the Cars:

(a) Immediately terminate this Agreement and Lessee's rights hereunder;

(b) Require Lessee to return the Cars to one or more places designated by Lessor at Lessee's expense;

(c) Take possession of such Cars without demand or notice and without court order or legal process;

(d) Lease or otherwise dispose of the Cars to such persons, at such price, rental or other consideration and for such period of time as Lessor shall elect. Lessor shall apply the proceeds from such sale or other disposition or leasing, less all costs and expenses incurred in the recovery, repair, storage and renting of such Cars, toward the payment of Lessee's obligations hereunder. Lessee shall remain liable for any deficiency, which, at Lessor's option, shall be paid monthly, as suffered, or immediately, or at the end of the term as damages for Lessee's default;

(e) Declare all rent and other amounts then accrued or thereafter accruing for the balance of the term under any provision hereunder immediately due and payable; or

(f) Pursue any other remedy at law or in equity which Lessor may have.

Each remedy is cumulative and may be enforced separately or concurrently. If Lessee fails to perform any of its obligations hereunder, Lessor, at Lessee's expense, and without waiving any rights it may have against Lessee for such nonperformance, may itself render such performance. Further, Lessee shall reimburse Lessor for all costs and expenses including reasonable attorneys' fees expended by Lessor in the enforcement of its rights and remedies hereunder, and Lessee shall pay interest on any amount owing to Lessor from the time such amount becomes due hereunder at a rate of The United States prime rate plus four (4%) percent per annum; such rate to be reduced, however, to the extent it

exceeds the maximum rate permitted by applicable law. In addition, Lessee shall, without expense to Lessor, assist Lessor in repossessing the Cars and shall for a reasonable time, if required, furnish suitable trackage space for the storage of the Cars.

16. Return Provisions. Lessee agrees, immediately upon the termination of the term of each Rider, to return the Cars leased under such Rider to Lessor at the location indicated in such Rider, suitable for interchange service, empty and free from residue and in the same good condition as when each Car was delivered to Lessee by Lessor, ordinary wear and tear excepted. Lessee shall, on demand, reimburse Lessor for the cost of repairing of damage to any of the Cars or to the fittings appliances or appurtenances thereto, caused by the commodities transported therein or thereon. If any Car is returned to Lessor not free from accumulations or deposits, the Car shall remain on rental until the earliest of thirty (30) days from the date of return or the date of accumulations and deposits have been removed. Lessor will provide at least thirty (30) days prior written notice to Lessee concerning the agreed upon return point.

In the event that any Car is not delivered to Lessor as provided in this Section 16 on or before the end of the Term specified for such Car in the appropriate Rider, all of the obligations of Lessee under this Agreement with respect to such Car shall remain in full force and effect until such Car is so delivered to Lessor.

17. Taxes. Lessee shall be responsible for the filing and payment of all taxes, duties, assessments and other governmental charges of whatever kind or character which may be accrued, levied, assessed or imposed during the lease term relating to the importation, possession, operation or use of any of the Cars. Notwithstanding the forgoing, however, except as otherwise provided herein, Lessee shall not be responsible for taxes imposed upon the net income of Lessor or for any tax imposed upon Lessor (as opposed to upon the Cars) for which Lessor would be liable if it had not entered into the leasing transaction described in this Agreement and the Riders hereto (such as capital and franchise taxes).

18. Insurance.

Lessee will, at all times while this Agreement is in effect and at its own expense, cause to be carried and maintained in full force and effect in such amounts and with such terms (including coinsurance, deductibles, limits of liability and loss payment provisions) as are customary under Lessee's risk management program and in keeping with risks assumed by corporations of established size and reputation engaged in the same businesses and similarly situated: (i) public liability insurance including coverage for injuries to employees, and (ii) all risk property insurance on the Cars; provided, however, that Lessee may self-insure with respect to any or all of the above as is customary under Lessee's risk management program; and provided, further, that any such self-insurance will be comparable to self-insurance provisions generally applicable to other comparable Cars owned or leased by Lessee. In the event of any insured property loss, the payment for such loss shall be made directly to Lessee.

19. Notices. With regard to any Car, any notice, demand or request required or permitted to be made, given or served by either party to or upon the other hereunder, shall be in writing and shall be deemed to have been made when deposited in the United States or Canada mail, certified or registered mail, postage prepaid and addressed to Lessor or Lessee to the address set forth in the appropriate Rider.

20. Successors. This Agreement shall be binding upon the parties hereto, their respective successors, assigns and legal representatives; and shall remain in full force and effect from the date hereof until the completion of the leasing arrangement shown on each and every Rider, and all Cars the Lease for which shall not have been earlier terminated are returned to Lessor.

21. Additional Provisions. Additional provisions of this Agreement, if any, will be set forth in the Riders.

22. Captions. Captions to any provision of this Agreement are for ease of reference only and are not to be construed to be part of this Agreement.

23. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement (such execution may be by two or more counterparts, each of which shall be deemed an original) as of the date and year first above written. This Lease constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes and replaces any prior or contradictory representations, warranties or agreements by Lessor and Lessee.

CANADIAN NATIONAL RAILWAY COMPANY

Approved
as to form only
Attorney

BY: _____

TITLE: _____

SIGNATURE: 

R.A. Gallant
Chief of Supply Manageme
Le Chef de la Gestion des
approvisionnement

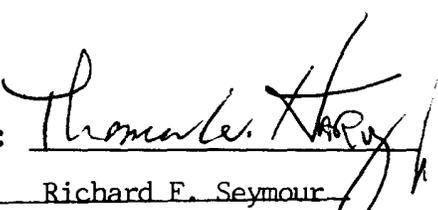
ATTEST: _____

INTERAIL, INC.

BY: 

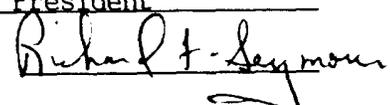
TITLE: _____

SIGNATURE: **MARIE-ANDRÉE PRÉNOVEAU**
DEPUTY SECRETARY

ATTEST: 

BY: Richard F. Seymour

TITLE: President

SIGNATURE: 

STATE OF ILLINOIS)

SS:

COUNTY OF KANE)

On this 16th day of May, 1995, before me personally appeared Richard F. Seymour, to me personally known, who, being by me duly sworn, says that he is President of INTERAIL, INC. and that the foregoing Lease Agreement was signed on behalf of said corporation by authority of its Board of Directors. Further, he acknowledged that the execution of the foregoing Lease Agreement was the free act and deed of said corporation.



Barbara A. Unger
Notary Public

[Notarial Seal]

My commission expires: 12-15-97

Province of Quebec
STATE OF Quebec

SS:

District of Montreal
COUNTY OF Montreal

On this 5th day of May, 1995, before me personally appeared MARIE-ANDRÉE PRÉNOUVEAU, to me personally known, who, being by me duly sworn, says that she is DEPUTY SECRETARY of CANADIAN NATIONAL RAILWAY CO. and that the foregoing Lease Agreement was signed on behalf of said corporation by authority of its Board of Directors. Further, she acknowledged that the execution of the foregoing Lease Agreement was the free act and deed of said corporation.

Brenda Stacey
Notary Public

[Notarial Seal]

My commission expires:

BRENDA STACEY
COMMISSIONER FOR OATHS
COMMISSAIRE A L'ASSERMENTATION
TOUS LES DISTRICTS JUDICIAIRES DU QUÉBEC
EXPIRES MAY 8, 1996
NO. 108 400

10/11

EXHIBIT A

Pursuant to LEASE AGREEMENT Dated May 1, 1995 by and between Interail, Inc. ("Lessor") and as to Cars owned by it or as agent to any Car Owner for which Interail, Inc. is a contracted manager and Canadian National Railway Company ("Lessee").

**CERTIFICATE OF ACCEPTANCE OF
RAILROAD CARS**

This Certificate related to the railroad Cars listed below leased by INTERAIL, INC. as to Cars owned by it or as agent to CANADIAN NATIONAL RAILWAY COMPANY under a Lease Agreement dated May 1, 1995, (the "Agreement"), into which this Certificate is incorporated by Section 3 thereof.

DESCRIPTION OF CARS:

CAR NUMBERS:

Lessee hereby certifies the fitness and suitability and its acceptance of the railroad Cars listed herein subject to the terms of the Lease as of the date below written and hereby subjects said railroad Cars to the Agreement.

Lessee hereby certifies that the undersigned officer signing on behalf of Lessee is duly authorized to execute and deliver this Certificate.

LESSEE:

**CANADIAN NATIONAL
RAILWAY COMPANY**

Approved
as to form only
[Signature]
Attorney

BY: _____

Title: _____

Signature: _____

Date: _____

[Signature]

March 30, 1995

RIDER #1

Pursuant to Lease Agreement dated ^{07th} May 1, 1995 by and between Interail, Inc. ("Lessor") and as to Cars owned by it or as agent to any Car Owner for which Interail, Inc. is a contracted manager and Canadian National Railway Company ("Lessee").

I. NUMBER OF CARS:

One Hundred Six (106)

II. DESCRIPTION OF CARS:

50' 70-Ton, Rigid Underframe, Plate C, Boxcars.

III. CAR NUMBERS:

Per Attached Exhibit B to Rider No. 1

IV. TERM:

Five (5) years commencing upon the average date of delivery of each car.

V. RENTAL RATES:

Lessor shall be entitled to

Lessee shall be entitled

If door/door area repairs are required at time of initial inspection then; (a) No rental applicable from time of notification by Lessee to Lessor until Car is released from shop in service; (b) Lessor and Lessee to agree on designated shop(s) where such repairs may be performed; (c) Lessee agrees to reinspect the Cars at the designated shop within five (5) business days after notification from Lessor of completion of the repairs.

VI. ANTICIPATED DELIVERY PERIOD:

First Quarter 1995

VII. POINT OF DELIVERY:

Any Interchange Point on Lessee's lines.

VIII. RETURN POINT:

Any point on Lessee's lines as designated by Lessor and as mutually agreed upon by Lessee.

IX. ADDITIONAL USAGE RENTAL:

[REDACTED]

X. THE CARS MAY BE USED ONLY FOR THE TRANSPORTATION OF THE FOLLOWING TYPES OF COMMODITIES:

Non-hazardous, non-contaminating and non-corrosive commodities.

XI. IS A STIPULATED LOSS VALUE SCHEDULE ATTACHED TO AND MADE A PART OF THIS RIDER? No

XII. SPECIAL ITEMS:

Repairs. Lessor shall, at its expense, perform, arrange, and pay for all maintenance and repairs excepting door and door area repairs. Lessee shall not repair, or authorize the repair of, any of the Cars without Lessor's prior written consent, except that running repairs (as specified in the Association of American Railroads' Rules for Interchange and Transport Canada regulations governing interchange, together "Interchange Rules") may be performed by railroads or hauling carriers without prior written consent. The amount Lessor will pay for such running repairs shall not be in excess of the schedule of standard costs, in effect at the time the repair is made, provided by the Association of American Railroads and Transport Canada respectively.

If the use or operation of the Cars causes a loss, disallowance, recapture, or other diminution of any tax benefits claimed by Lessor with respect to the Cars, including, but not limited to any accelerated depreciation deduction allowable under the United States Internal Revenue Code, Lessee shall indemnify Lessor for any lost or delayed tax benefits if such benefits are lost or delayed as a result of any act or omission of Lessee (including subleasing to a tax exempt entity).

XIII. ADDRESSING OF NOTICES:

if to Lessor:
INTERAIL, INC.
One Foxfield Square, Ste. 200
St. Charles, IL 60174

if to Lessee:
CANADIAN NATIONAL RAILWAY COMPANY
935 De La Gauchetiere St. West
Floor #4, Car Management
Montreal, Quebec, Canada H3B 2M9

Executed and delivered as of May 1, 1995, as a rider to and part of the above-reference Lease Agreement between Lessor and Lessee.

LESSOR: **INTERAIL, INC.**

LESSEE: **CANADIAN NATIONAL RAILWAY COMPANY**

BY: Richard F. Seymour

BY: Chief of Supply Management

TITLE: President

TITLE: Le Chef de la Gestion des approvisionnements

SIGNATURE: Richard F. Seymour

SIGNATURE: [Signature]

Approved
in to [unclear] only
[Signature]

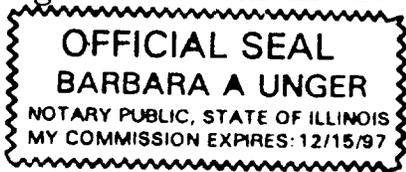
March 30, 1995
DEPUTY SECRETARY

STATE OF ILLINOIS)

SS:

COUNTY OF KANE)

On this 16th day of May, 1995, before me personally appeared Richard F. Seymour, to me personally known, who, being by me duly sworn, says that he is President of INTERAIL, INC. and that the foregoing Lease Agreement was signed on behalf of said corporation by authority of its Board of Directors. Further, he acknowledged that the execution of the foregoing Lease Agreement was the free act and deed of said corporation.



Barbara A. Unger
Notary Public

[Notarial Seal]

My commission expires: 12-15-97

Province of Quebec
STATE OF Quebec

SS:

District
COUNTY OF Montreal

On this 5th day of May, 1995, before me personally appeared MARIE-ANDRÉE PRÉNOVEAU, to me personally known, who, being by me duly sworn, says that she is DEPUTY SECRETARY of CANADIAN NATIONAL RAILWAY CO. and that the foregoing Lease Agreement was signed on behalf of said corporation by authority of its Board of Directors. Further, she acknowledged that the execution of the foregoing Lease Agreement was the free act and deed of said corporation.

Brenda Stacey
Notary Public

[Notarial Seal]

My commission expires:

BRENDA STACEY
COMMISSIONER FOR OATHS
COMMISSAIRE À L'ASSERMENTATION
TOUS LES DISTRICTS JUDICIAIRES DU QUÉBEC
EXPIRES MAY 8, 1998
NO. 108 400

RIDER #2

Pursuant to Lease Agreement dated ^{do} May 1, 1995 by and between Interail, Inc. ("Lessor") and as to Cars owned by it or as agent to any Car Owner for which Interail, Inc. is a contracted manager and Canadian National Railway Company ("Lessee").

I. NUMBER OF CARS:
Fifty-One (51)

II. DESCRIPTION OF CARS:
50' 70-Ton, Rigid Underframe, Plate C, Boxcars.

III. CAR NUMBERS:
Per Attached Exhibit B to Rider No. 2

IV. TERM:
Five (5) years commencing upon the average date of delivery of each car.

V. RENTAL RATES:
Lessor shall be entitled to [REDACTED]
[REDACTED]
Lessee shall be entitled [REDACTED]
[REDACTED]

If door/door area repairs are required at time of initial inspection then; (a) No rental applicable from time of notification by Lessee to Lessor until Car is released from shop in service; (b) Lessor and Lessee to agree on designated shop(s) where such repairs may be performed; (c) Lessee agrees to reinspect the Cars at the designated shop within five (5) business days after notification from Lessor of completion of the repairs.

VI. ANTICIPATED DELIVERY PERIOD:
First Quarter 1995

VII. POINT OF DELIVERY:
Any Interchange Point on Lessee's lines.

VIII. RETURN POINT:
Any point on Lessee's lines as designated by Lessor and as mutually agreed upon by Lessee.

IX. ADDITIONAL USAGE RENTAL: [REDACTED]
[REDACTED]

- X. THE CARS MAY BE USED ONLY FOR THE TRANSPORTATION OF THE FOLLOWING TYPES OF COMMODITIES:
Non-hazardous, non-contaminating and non-corrosive commodities.
- XI. IS A STIPULATED LOSS VALUE SCHEDULE ATTACHED TO AND MADE A PART OF THIS RIDER? No
- XII. SPECIAL ITEMS:

Repairs. Lessor shall, at its expense, perform, arrange, and pay for all maintenance and repairs excepting door and door area repairs. Lessee shall not repair, or authorize the repair of, any of the Cars without Lessor's prior written consent, except that running repairs (as specified in the Association of American Railroads' Rules for Interchange and Transport Canada regulations governing interchange, together "Interchange Rules") may be performed by railroads or hauling carriers without prior written consent. The amount Lessor will pay for such running repairs shall not be in excess of the schedule of standard costs, in effect at the time the repair is made, provided by the Association of American Railroads and Transport Canada respectively.

If the use or operation of the Cars causes a loss, disallowance, recapture, or other diminution of any tax benefits claimed by Lessor with respect to the Cars, including, but not limited to any accelerated depreciation deduction allowable under the United States Internal Revenue Code, Lessee shall indemnify Lessor for any lost or delayed tax benefits if such benefits are lost or delayed as a result of any act or omission of Lessee (including subleasing to a tax exempt entity).

XIII. ADDRESSING OF NOTICES:

if to Lessor:

INTERAIL, INC.
One Foxfield Square, Ste. 200
St. Charles, IL 60174

if to Lessee:

CANADIAN NATIONAL RAILWAY COMPANY
935 De La Gauchetiere St. West
Floor #4, Car Management
Montreal, Quebec, Canada H3B 2M9

Executed and delivered as of May 1, 199⁵, as a rider to and part of the above-reference Lease Agreement between Lessor and Lessee.

LESSOR: **INTERAIL, INC.**

LESSEE: **CANADIAN NATIONAL RAILWAY COMPANY**

BY: Richard F. Seymour

R.A. Gallant
Chief of Supply Management
BY: Le Chef de la Gestion des approvisionnements

TITLE: President

TITLE: _____

SIGNATURE: Richard F. Seymour

SIGNATURE: [Signature]
[Signature]

Approved
in to form only
Actual

DEPUTY March 30, 1995

STATE OF ILLINOIS)

SS:

COUNTY OF KANE)

On this 16th day of May, 1995, before me personally appeared Richard F. Seymour, to me personally known, who, being by me duly sworn, says that he is President of INTERAIL, INC. and that the foregoing Lease Agreement was signed on behalf of said corporation by authority of its Board of Directors. Further, he acknowledged that the execution of the foregoing Lease Agreement was the free act and deed of said corporation.



Barbara A. Unger
Notary Public

[Notarial Seal]

My commission expires: 12-15-97

Province of Quebec
~~STATE OF~~ Quebec

SS:

District of Montreal
COUNTY OF Montreal

On this 5th day of May, 1995, before me personally appeared MARIE-ANDRÉE PRÉNOUVEAU, to me personally known, who, being by me duly sworn, says that she is DEPUTY SECRETARY of CANADIAN NATIONAL RAILWAY CO. and that the foregoing Lease Agreement was signed on behalf of said corporation by authority of its Board of Directors. Further, she acknowledged that the execution of the foregoing Lease Agreement was the free act and deed of said corporation.

Brenda Stacey
Notary Public

~~[Notarial Seal]~~

My commission expires:

BRENDA STACEY
COMMISSIONER FOR OATHS
COMMISSAIRE A L'ASSERMENTATION
TOUS LES DISTRICTS JUDICIAIRES DU QUÉBEC
EXPIRES MAY 8, 1998
NO. 109 400

mit

RIDER #3

Pursuant to Lease Agreement dated ^{add} May 1, 1995 by and between Interail, Inc. ("Lessor") and as to Cars owned by it or as agent to any Car Owner for which Interail, Inc. is a contracted manager and Canadian National Railway Company ("Lessee").

I. NUMBER OF CARS:
Fifty (50)

II. DESCRIPTION OF CARS:
50' 70-Ton, Cushioned Underframe, Plate C, Boxcars.

III. CAR NUMBERS:
Per Attached Exhibit B to Rider No. 3

IV. TERM:
Five (5) years commencing upon the average date of delivery of each car.

V. RENTAL RATES:
Lessor shall be entitled to [REDACTED]

Lessee shall be entitled [REDACTED]

If door/door area repairs are required at time of initial inspection then; (a) No rental applicable from time of notification by Lessee to Lessor until Car is released from shop in service; (b) Lessor and Lessee to agree on designated shop(s) where such repairs may be performed; (c) Lessee agrees to reinspect the Cars at the designated shop within five (5) business days after notification from Lessor of completion of the repairs.

VI. ANTICIPATED DELIVERY PERIOD:
First Quarter 1995

VII. POINT OF DELIVERY:
Any Interchange Point on Lessee's lines.

VIII. RETURN POINT:
Any point on Lessee's lines as designated by Lessor and as mutually agreed upon by Lessee.

IX. ADDITIONAL USAGE RENTAL:

[REDACTED]

X. THE CARS MAY BE USED ONLY FOR THE TRANSPORTATION OF THE FOLLOWING TYPES OF COMMODITIES:

Non-hazardous, non-contaminating and non-corrosive commodities.

XI. IS A STIPULATED LOSS VALUE SCHEDULE ATTACHED TO AND MADE A PART OF THIS RIDER? No

XII. SPECIAL ITEMS:

Repairs. Lessor shall, at its expense, perform, arrange, and pay for all maintenance and repairs excepting door and door area repairs. Lessee shall not repair, or authorize the repair of, any of the Cars without Lessor's prior written consent, except that running repairs (as specified in the Association of American Railroads' Rules for Interchange and Transport Canada regulations governing interchange, together "Interchange Rules") may be performed by railroads or hauling carriers without prior written consent. The amount Lessor will pay for such running repairs shall not be in excess of the schedule of standard costs, in effect at the time the repair is made, provided by the Association of American Railroads and Transport Canada respectively.

If the use or operation of the Cars causes a loss, disallowance, recapture, or other diminution of any tax benefits claimed by Lessor with respect to the Cars, including, but not limited to any accelerated depreciation deduction allowable under the United States Internal Revenue Code, Lessee shall indemnify Lessor for any lost or delayed tax benefits if such benefits are lost or delayed as a result of any act or omission of Lessee (including subleasing to a tax exempt entity).

XIII. ADDRESSING OF NOTICES:

if to Lessor:
INTERAIL, INC.
One Foxfield Square, Ste. 200
St. Charles, IL 60174

if to Lessee:
CANADIAN NATIONAL RAILWAY COMPANY
935 De La Gauchetiere St. West
Floor #4, Car Management
Montreal, Quebec, Canada H3B 2M9

Executed and delivered as of May 1, 1995, as a rider to and part of the above-reference Lease Agreement between Lessor and Lessee.

LESSOR: INTERAIL, INC.

LESSEE: CANADIAN NATIONAL RAILWAY COMPANY

Approved as to form only
[Signature]

BY: Richard F. Seymour

BY: R.A. Gallant
Chief of Supply Management

TITLE: President

TITLE: Le Chef de la Gestion des approvisionnements

SIGNATURE: Richard F. Seymour

SIGNATURE: [Signature]

DEPUTY SECRETARY [Signature]
March 30, 1995

STATE OF ILLINOIS)

SS:

COUNTY OF KANE)

On this 16th day of May, 1995, before me personally appeared Richard F. Seymour, to me personally known, who, being by me duly sworn, says that he is President of INTERAIL, INC. and that the foregoing Lease Agreement was signed on behalf of said corporation by authority of its Board of Directors. Further, he acknowledged that the execution of the foregoing Lease Agreement was the free act and deed of said corporation.



Barbara A. Unger
Notary Public

[Notarial Seal]

My commission expires: 12-15-97

Province of Quebec
STATE OF Quebec

SS:

Montreal
COUNTY OF Montreal

On this 5th day of May, 1995, before me personally appeared MARIE-ANDRÉE PRÉNOVEAU, to me personally known, who, being by me duly sworn, says that he is DEPUTY SECRETARY of CANADIAN NATIONAL RAILWAY CO. and that the foregoing Lease Agreement was signed on behalf of said corporation by authority of its Board of Directors. Further, she acknowledged that the execution of the foregoing Lease Agreement was the free act and deed of said corporation.

Brenda Stacey
Notary Public

[Notarial Seal]

My commission expires:

BRENDA STACEY
COMMISSIONER FOR OATHS
COMMISSAIRE À L'ASSERMENTATION
TOUS LES DISTRICTS JUDICIAIRES DU QUÉBEC
EXPIRES MAY 8, 1998
NO. 108 400

**EXHIBIT B TO RIDER 3 TO LEASE AGREEMENT DATED AS OF MAY 1, 1995
BETWEEN INTERAIL, INC., AND CANADIAN NATIONAL RAILWAY COMPANY**

DESCRIPTION OF RAILCARS

NOKL 16100 through 16149 (inclusive)