

LAW OFFICES

ALVORD AND ALVORD

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

ROBERT W ALVORD\*  
CHARLES T KAPPLER  
JOHN H DOYLE\*  
JAMES C MARTIN, JR \*

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

200 WORLD CENTER BUILDING

918 SIXTEENTH STREET, N W

WASHINGTON, D.C.

20006-2973

(202) 393-2266

REGISTRATION NO

FILED 145

OF COUNSEL  
URBAN A LESTER

TELEX  
440367 A AND A

TELEFAX  
(202) 393 2156

17007-A

SEP 16 1991 - 1:10 PM

INTERSTATE COMMERCE COMMISSION

#15

17007-A

September 10, 1991

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

1-259A047

Dear Mr. Strickland:

Enclosed for recordation are two (2) fully executed and acknowledged copies of an Amending Agreement-Lease of Equipment #25 dated as of July 15, 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 a Lease of Equipment #25 dated as of June 1, 1990, which was filed and recorded on September 14, 1990 under Recordation Number 17007.

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

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

SEP 16 1 04 PM '91  
MOTOR OPERATING UNIT

*Counterparts - C.T. Kappler*

Mr. Sidney L. Strickland, Jr.  
September 10, 1991  
Page Two

Kindly return a stamped copy of the enclosed document to the undersigned.

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

Amending Agreement-Lease of Equipment #25 dated as of July 15, 1991.

Very truly yours,

  
Charles T. Kappler

CTK/bg  
Enclosures

RECORDING NO 17002-A FILED 1425

SEP 16 1991 -1 40 PM

INTERSTATE COMMERCE COMMISSION

AMENDING AGREEMENT - LEASE OF EQUIPMENT #25

THIS AMENDING AGREEMENT made as of July 15, 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 #25" made as of June 1, 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 B and D to the Lease and substituting therefor, respectively, Schedules 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.

T.W.T.

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: *Bruce C. Barker*  
Bruce C. Barker  
Director

Approved  
as to form only  
*[Signature]*  
Attorney

CANADIAN NATIONAL RAILWAY COMPANY

By: *Joel Donaldson*  
Name  
Position Vice-President  
Financial Planning

By: *T. Winton Toward*  
Name  
Position Assistant General Solicitor  
(Duly Authorized)

**SCHEDULE B**

**LEASE PARTICULARS**

**LEASE RATE:** 11.48%

**RENTAL COMMENCEMENT DATE:** July 15, 1991

**INTEREST RATE ON ARREARS:** 12.48%

**LEASE TERMINATION DATE:** October 1, 2000 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.

T.W.T.

**SCHEDULE B TO LEASE #25  
(Continued)**

**RENTAL:**

Payment Number	Rental Payment Date	Percentage of Unit Price of each Unit	Rental Payment based on aggregate Unit Price as per Schedule A
0.	15-Jul-91	7.156%	\$ 194,735.07
1.	01-Oct-91	1.720	46,806.08
2.	01-Apr-92	1.720	46,806.08
3.	01-Oct-92	1.720	46,806.08
4.	01-Apr-93	3.997	108,769.72
5.	01-Oct-93	2.807	76,386.44
6.	01-Apr-94	2.807	76,386.44
7.	01-Oct-94	6.159	167,603.87
8.	01-Apr-95	5.078	138,186.79
9.	01-Oct-95	5.078	138,186.79
10.	01-Apr-96	5.078	138,186.79
11.	01-Oct-96	4.665	126,947.89
12.	01-Apr-97	11.538	313,981.73
13.	01-Oct-97	11.538	313,981.73
14.	01-Apr-98	11.538	313,981.73
15.	01-Oct-98	15.863	431,677.26
16.	01-Apr-99	14.782	402,260.18
17.	01-Oct-99	14.782	402,260.18
18.	01-Apr-2000	14.782	402,260.18
19.	01-Oct-2000	21.000	571,469.61

**Method of Payment:**

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

*T.W.T.*

**SCHEDULE D**

**STIPULATED LOSS VALUE**

<u>Date</u>	<u>%</u>
01-Apr-92	108.3
01-Apr-93	114.5
01-Apr-94	120.9
01-Apr-95	121.5
01-Apr-96	122.9
01-Apr-97	117.8
01-Apr-98	104.9
01-Apr-99	83.0
01-Apr-2000	60.5
01-Oct-2000	40.3

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

RJP^AMENLE25:VWBANK2

T.W.T.

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 15th day of July,  
) 1991

On this *16th day of August 1991*, before me personally  
appeared *T. Winton Toward*, to me personally known, who,  
being by me duly sworn, says that he is the *Assistant General Solicitor* 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, *16th August 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 15th day of July,  
) 1991

On this 3rd day of September, 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 September 3, 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)

