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LAW OFFICES
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+ALSO ADMITTED IN NEW YORK
°ALSO ADMITTED IN OHIO
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RECORDATION NO. 16024-D Filed 1425
NOV 15 1988 12 30 PM
INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 16024-E Filed 1425
NOV 15 1988 12 22 PM
INTERSTATE COMMERCE COMMISSION

November 15, 1988

NO. 8-320A035
Date NOV 15 1988
Fee $ 26.00
ICC Washington, D.C.

NOV 15 12 22 PM '88

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two copies each of 1) a First Supplemental Indenture dated as of November 1, 1988, a secondary document, and 2) a Lease of Equipment #4 dated as of October 3, 1988, a primary document.

The enclosed documents relate to a Trust Indenture dated September 15, 1988, which was duly filed and recorded on November 14, 1988 and assigned Recordation Number 16024.

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

Trustee: The Royal Trust Company
P.O. Box 7500
Station A
Toronto, Ontario M5W 1P9, CANADA

Company/
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 West
Montreal, Quesbec H3B 2M9, CANADA

C.T. Kappler

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 $26 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

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

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

> First Supplemental Indenture dated as of November 1, 1988 and Lease of Equipment #4 covering 384 steel boxcars bearing CNIS and DWC marks and 24 covered hopper cars bearing CNIS marks.

Very truly yours,

Charles T. Kappler

Charles T. Kappler

Enclosures

SCHEDULE A

DESCRIPTION OF UNITS

TYPE	SPECIFICATION	BUILDER	IDENTIFICATION NOS.	QUANTITY	UNIT PRICE
70 ton 50'6" cushioned under-frame steel box cars with 10' door; 5092 cu.ft. capacity	CNR Specification F-30-17 dated November, 1972, General Arrangement Drawing 9H-37840-Band Year Built: 1973	National Steel Car Corporation Ltd. Hamilton, Ontario	CNIS 408000-408082 408084-408108 408110-408115 408117-408129 408131 408133-408149	384	$10,589.25
			DWC 403500-403502 403504-403507 403509-403513 403515-403528 403530-403573 403575-403576 403578 403580-403612 403614-403656 403658-403661 403663 403665-403749		
100 ton 3300 cu.ft. pressure flow steel cylindrical covered hopper cars	AAR Specification No. AAR-207A40W Procor General Arrangement Drawing 74647 Year Built: 1973	Procor Limited Oakville, Ontario	CNIS 374039 374500-374505 374507-374523	24	$12,707.10

DSM^LES4SCHA:VWBANK

Interstate Commerce Commission

Washington, D.C. 20423

11/15/88

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 11/15/88 at 12:30pm, and assigned recordation number(s). 16024-D & 16024-E

Sincerely yours,

Noreta R. McGee

Secretary

Enclosure(s)

SE-30
(7/79)

RECORDATION NO. 16024-A Filed 1425
NOV 15 1988 12 20 PM
INTERSTATE COMMERCE COMMISSION

MADE AS OF NOVEMBER 1, 1988

SLX CANADA INC.

- and -

THE ROYAL TRUST COMPANY

Trustee

FIRST SUPPLEMENTAL INDENTURE

Supplemental to

TRUST INDENTURE DATED SEPTEMBER 15, 1988

and providing for the issue of

SERIES 88-2 CLASS A DEBENTURES

THIS FIRST SUPPLEMENTAL INDENTURE made as of November 1, 1988

BETWEEN :

SLX CANADA INC., a corporation formed under the Canada Business Corporations Act (hereinafter called the "Company")

OF THE FIRST PART,

-and-

THE ROYAL TRUST COMPANY, a trust company incorporated under the laws of Quebec (hereinafter called the "Trustee")

OF THE SECOND PART,

WHEREAS by a Trust Indenture (herein referred to as the "Principal Indenture") made the 15th day of September, 1988 between the Company and the Trustee provision was made for the issue in series of Class A Debentures;

AND WHEREAS pursuant to the Principal Indenture the Company issued $15,000,000 principal amount of Series 88-1 Class A Debentures;

AND WHEREAS the board of directors of the Company by resolution authorized the creation and issue of an additional series of Class A Debentures upon the terms set forth in this First Supplemental Indenture and the Company has requested the Trustee to execute this First Supplemental Indenture for the purpose hereinafter appearing;

AND WHEREAS all things necessary have been done and performed to authorize the execution of this First Supplemental Indenture and to make the same effective and binding upon the Company and to make the additional Class A Debentures when certified by the Trustee and issued as in this First Supplemental Indenture provided valid, binding and legal obligations of the Company with the benefit and subject to the terms of the Principal Indenture as supplemented by this First Supplemental Indenture;

AND WHEREAS the foregoing recitals are made as representations and statements of facts by the Company and not by the Trustee;

AND WHEREAS these presents are to be executed and delivered by the parties hereto by way of supplement to the Principal Indenture in order to provide for the issue of the Series 88-2 Class A Debentures to be issued as herein provided.

NOW THEREFORE THIS FIRST SUPPLEMENTAL INDENTURE WITNESSTH and it is hereby agreed and declared as follows :

ARTICLE ONE

INTERPRETATION

Section 1.01 **To be read with Principle Indenture** This First Supplemental Indenture is supplemental to the Principal Indenture, and the Principal Indenture and this First Supplemental Indenture shall hereafter be read together and shall have effect as if all the provisions thereof and hereof were contained in one instrument.

Section 1.02 **Definitions** In this First Supplemental Indenture, unless there is something in the context inconsistent therewith :

(a) "**Indenture**" (when not qualified by the word "Principal" or the word "Supplemental"), "herein", "hereby", "hereof", "hereunder" and similar expressions mean or refer to the Principal Indenture and all indentures, deeds or other instruments supplemental or ancillary thereto, including this First Supplemental Indenture;

(b) the expressions "Article" and Section" followed by a number mean and refer to the specified Article or Section of this First Supplemental Indenture unless otherwise expressly stated; and

(c) other expressions defined in the Principal Indenture shall have the same meanings when used in this First Supplemental Indenture.

ARTICLE TWO

ISSUE AND DELIVERY OF SERIES 88-2 CLASS A DEBENTURES

Section 2.01 Terms of Series 88-2 Class A Debentures

(1) The series of Class A Debentures to be issued hereunder shall consist of and be limited to Debentures in the aggregate principal amount of $4,370,000 and shall be designated "Series 88-2 Class A Debentures". Such Debentures shall be issuable only as fully registered Debentures in denominations of a minimum of $10,000 and with no set multiples thereafter, shall be substantially in the form set out in Schedule A and shall bear such distinguishing letters and numbers as the Trustee may approve.

(2) The Series 88-2 Class A Debentures shall be dated as of November 1, 1988, shall mature on October 1, 1997 and shall bear interest from November 1, 1988 at the rate of 11.85% per annum (both before and after demand, default and judgment with interest on overdue interest at the same rate), accruing from day to day and compounded half-yearly, on the principal amount thereof remaining unpaid from time to time, and payable, without adjustment for advance payment of interest, on April 1, 1989, on October 1, 1989 (the payment on such latter date to be one-half year's interest) and thereafter half-yearly on April 1 and October 1 of each year.

(3) The Series 88-2 Class A Debentures are subject to redemption in accordance with the Principal Indenture and Article Three of this First Supplemental Indenture.

(4) Subject to the provisions of Section 2.13 of the Principal Indenture, the Series 88-2 Class A Debentures may be assigned in whole or in part by the holders thereof at any time in their sole discretion.

ARTICLE THREE

REDEMPTION

Section 3.01 Redemption The Series 88-2 Class A Debentures shall be redeemed on the dates and in the amounts set out in the following schedule (where there is more than one holder of such Debentures, the redemptions shall be on a pro rata basis) :

Date	Amount
April 1, 1994	$700,000
October 1, 1994	$380,000
April 1, 1995	$400,000
October 1, 1995	$360,000
April 1, 1996	$100,000
October 1, 1996	$100,000
April 1, 1997	$100,000
October 1, 1997	$2,230,000

To the extent that there have been any partial redemptions under Section 4.02(1) of the Principal Indenture, the amounts in the above schedule shall be adjusted by decreasing the last scheduled amounts by the principal amount of such partial redemptions. To the extent that there have been any partial redemptions under Section 4.02(3) of the Principal Indenture, the amounts then remaining in the above schedule shall be adjusted by applying the principal amount paid in respect of such partial redemptions to reduce such above amounts thereafter falling due pro rata in proportion to the amount of each such above amount thereafter falling due.

ARTICLE FOUR

COVENANTS OF THE COMPANY

Section 4.01 The Company hereby covenants, represents and warrants to the Trustee, for the benefit of the Trustee and the Debenture holders, that:

(1) this First Supplemental Indenture has been duly authorized, executed and delivered by the Company and constitutes a valid and legally binding obligation of the Company;

(2) the Series 88-2 Class A Debentures have been duly authorized by the Company and, when duly executed, authenticated, issued, certified and delivered in accordance with the Principal Indenture and this First Supplemental Indenture, will constitute valid and legally binding obligations of the Company, entitled to the benefit provided by the Principal Indenture and this First Supplemental Indenture; and

ARTICLE FIVE

CONFIRMATION OF SECURITY

Section 5.01 As security for the due payment of the principal of and interest (including interest on amounts in default) on the Debentures issued and certified hereunder, but subject to the exception specified in Section 6.03 of the Principal Indenture and subject to Permitted Liens, the Company hereby mortgages, hypothecates, pledges, assigns and charges, as and by way of a floating charge, to and in favour of the Trustee, the Mortgaged Property mortgaged, hypothecated, pledged, assigned and charged under the Principal Indenture; and, for greater certainty, the Company confirms the security constituted by the Principal Indenture and that such security is and continues to be held under the Principal Indenture as supplemented and amended by this First Supplemental Indenture as security for the payment of the principal of and interest (including interest on amounts in default) on the Debentures from time to time issued and certified under the Indenture and all other moneys for the time being and from time to time owing on the security thereby constituted and the due performance of the obligations of the Company contained in the Indenture, but subject to the exceptions specified in Section 6.03 of the Principal Indenture and subject to Permitted Liens.

ARTICLE SIX

MISCELLANEOUS

Section 6.01 Acceptance of Trust The Trustee hereby accepts the trusts in this First Supplemental Indenture declared and provided for and agrees to perform the same upon the terms and conditions and subject to the provisions set forth in the Principal Indenture.

Section 6.02 Counterparts and Formal Date This First Supplemental Indenture 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 and notwithstanding their date of execution shall be deemed to bear date as of November 1, 1988.

IN WITNESS WHEREOF the parties hereto hae executed these presents under their respective corporate seals and the hands of their proper officers in that behalf.

SLX CANADA INC.

By: _____
Director:

c/s

By: _____
Director:

THE ROYAL TRUST COMPANY

By: _____
Authorized Signatory

c/s

By: _____
Authorized Signatory

SCHEDULE A - FORM OF SERIES 88-2 CLASS A DEBENTURE

DSM^SUPPDEB4:VWBANK

SCHEDULE A

FORM OF SERIES 88-2 CLASS A DEBENTURES

SLX CANADA INC.

(Incorporated under the laws of Canada)

Series 88-2 Class A Debenture

Due on October 1, 1997

NO. $

SLX CANADA INC. (hereinafter referred to as the "Company") for value received acknowledges itself indebted and hereby promises to pay to the registered holder hereof on the dates set out herein or on such earlier dates as the principal amount hereof may become due in accordance with the provisions of the trust indenture hereinafter mentioned, the principal sum of ⊠ in lawful money of Canada, and to pay interest on the principal amount hereof from the date of issue of this Debenture at the rate of 11.85% per annum (both before and after demand, default and judgment with interest on overdue interest at the same rate), accruing from day to day and compounded half-yearly, on the said principal amount remaining unpaid from time to time, and payable, without adjustment for advance payment of interest, on April 1, 1989, on October 1, 1989 (the payment on such date to be one-half year's interest) and thereafter half-yearly on April 1 and October 1 of each year.

As interest and principal on this Debenture becomes due (except interest and principal payable at maturity or on redemption which shall be paid on presentation and surrender of this Debenture), the Company shall, prior to the day on which such amounts become due, forward or cause to be forwarded by prepaid post, to the registered holder for the time being hereof, or, in the case of joint holders to such joint holder whose name appears first in the register, at his registered address, a cheque on the Company's bank for such interest (less any tax required to be deducted), payable to the order of such registered holder or in the case of joint holders to the order of all such holders (failing written instructions from them to the contrary) and negotiable at par.

Notwithstanding the foregoing, if the Company, as permitted by the trust indenture hereinafter mentioned, shall have entered into an agreement with the holder of this

Debenture with respect to the place and manner of payment of principal and interest on this Debenture, then such payment shall be made as provided in the said agreement.

This Debenture is one of a series, designated as Series 88-2 Class A Debentures of the Company, issued under the provisions of a trust indenture (herein called the "Trust Indenture") dated September 15, 1988 and a supplemental trust indenture (herein called the "First Supplemental Indenture") formally dated November 1, 1988, both made between the Company and The Royal Trust Company (hereinafter called the "Trustee") as trustee. By the Trust Indenture the Company has created a security interest in and mortgaged, pledged, assigned and charged, as and by way of a first floating charge, to and in favour of the Trustee, its successors and assigns, all its undertaking, property, rights and assets now owned or hereafter acquired by the Company, of whatsoever nature, kind or description and wherever situate. Reference is hereby made to the Trust Indenture, the First Supplemental Indenture and all other indentures supplemental to the Trust Indenture for a description of the security created thereby, the terms and conditions upon which the Series 88-2 Class A Debentures are issued or may be issued, secured, and held, the nature and extent of the security, and the rights of the holders of such Debentures and of the Company and of the Trustee, all to the same effect as if the provisions of the Trust Indenture, the First Supplemental Indenture and all other indentures supplemental to the Trust Indenture were herein set forth, to all of which provisions the holder of this Debenture, by acceptance hereof, assents. Without limiting the generality of the foregoing, the holder of this Debenture, by acceptance hereof, acknowledges and assents to Section 9.19 of the Trust Indenture which limits the holder's recourse against any incorporator, shareholder, officer or director, past, present or future, of the Company and Section 16.06 of the Trust Indenture pursuant to which the holder agrees to certain non-disclosure restrictions.

The Series 88-2 Class A Debentures, of which this is one, are limited to an aggregate principal amount of $4,370,000 in lawful money of Canada and mature on October 1, 1997, are issuable only as fully registered debentures in denominations of a minimum of $10,000 with no set integrals thereafter, and are issued only upon the terms and subject to the restrictions set out in the Trust Indenture and the First Supplemental Indenture.

This Debenture ranks pari passu without discrimination, preference or priority with all Class A Debentures and Class B Debentures issued in accordance with the Trust Indenture irrespective of their actual dates or terms of issue.

The Series 88-2 Class A Debentures shall be redeemed on the dates and in the amounts set out in the following schedule (where there is more than one holder of such Debentures the redemptions shall be on a pro rata basis):

Date	Amount
April 1, 1994	$700,000
October 1, 1994	$380,000
April 1, 1995	$400,000
October 1, 1995	$360,000
April 1, 1996	$100,000
October 1, 1996	$100,000
April 1, 1997	$100,000
October 1, 1997	$2,230,000

Such amounts may be adjusted in accordance with the terms of the First Supplemental Indenture upon any partial redemption pursuant to the terms thereof.

Subject to the terms and conditions of the Trust Indenture, this Debenture is redeemable at the option of the Company in whole or in part, at a price which is the greater of:

a) 103% of the unpaid principal amount of this Debenture plus any accrued and unpaid interest thereon to the date fixed for redemption; or

(b) an amount equal to the present value of all future interest and principal payments on this Debenture, such present value to be determined in accordance with the provisions of the Trust Indenture.

This Debenture is also subject to mandatory redemption in part upon the occurrence of certain events and notation of such partial redemption may be made on the reverse hereof, all as more fully provided in the Trust Indenture.

If this Debenture is called for redemption and payment hereof duly provided for, interest shall cease to accrue hereon from the date specified for redemption as provided in the Trust Indenture.

The principal amount hereof may also become or be declared due before the stated maturity in the events, and the manner, on the conditions and with the effect and at the times set forth in the Trust Indenture.

The Trust Indenture contains provisions for meetings of the holders of debentures issued by the Company in accordance with the Trust Indenture and for making binding upon all such holders resolutions passed at such meetings and instruments in writing signed by the holders of a specified percentage of specified classes of debentures, which resolutions and instruments may, among other things, sanction any change in the Trust Indenture or in the rights of any holders of debentures issued by the Company, all in accordance with the provisions of the Trust Indenture.

No transfer of this Debenture shall be valid unless made on one of the registers to be kept for that purpose at the principal office of the Trustee in the City of Toronto, Canada, and at such other place or places and/or by such other registrar or registrars (if any) as the Company may from time to time designate, by the registered holder hereof or his executors, administrators or other legal representatives or his or their attorney duly appointed by an instrument in writing in form and execution satisfactory to the Trustee and upon compliance with the conditions prescribed in the Trust Indenture and with such reasonable requirements as the Trustee and/or other registrar may prescribe, nor in the case where a new debenture is or debentures are issued upon such transfer, unless such transfer has been duly noted hereon by the Trustee or other registrar.

This Debenture shall not become obligatory for any purpose until it shall have been certified by or on behalf of the Trustee.

IN WITNESS WHEREOF this Debenture has been duly executed and the corporate seal of the Company affixed hereto.

Dated November 1, 1988

SLX CANADA INC.

_____
Director

c/s

_____
Director

(Form of Registration)

(No writing hereon except by the Trustee or other Registrar)

Date of Registry	In Whose Name Registered	Place of Registration	Signature of Registrar

TRUSTEE'S CERTIFICATE

This Debenture is one of the Series 88-2 Class A Debentures, due October 1, 1997, issued under the First Supplemental Indenture within mentioned.

THE ROYAL TRUST COMPANY, TRUSTEE

By: _____
Authorized Signatory

* * *

DSM^SCHEDA4:VWBANK

PROVINCE OF ONTARIO)
) ss.:
CITY OF TORONTO)

On this 1st day of November, 1988, before me personally appeared Kathy Byles to me personally known, who, being by me duly sworn, says that she is a Senior Consultant, Corporate Trust Services of The Royal Trust Company, 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, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said Company.

D.S. McLean
Notary Public in and for the
Province of Ontario

(Notarial Seal)

PROVINCE OF ONTARIO)
) ss.:
CITY OF TORONTO)

On this 7th day of November, 1988, before me personally appeared Paul J.D. Miller to me personally known, who, being by me duly sworn, says that he is the President of SLX Canada Inc., 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, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

D.S. McLean
Notary Public in and for the
Province of Ontario

(Notarial Seal)