

PURCHASE SUPPLEMENT NO. 2

THIS AGREEMENT made as of the 2nd day of February, 1972.

B E T W E E N :

GUARANTY TRUST COMPANY OF CANADA,  
a corporation duly incorporated  
under the laws of Canada, as  
Trustee under an Equipment Loan  
Trust Declaration executed on  
December 31, 1971,

(hereinafter called the "Vendor")

OF THE FIRST PART

- and -

TRADERS GROUP LIMITED, a corporation  
duly incorporated under the laws of  
Canada,

(hereinafter called the "Purchaser")

OF THE SECOND PART

WHEREAS the terms used herein shall have the meaning given to them in the Conditional Sale Agreement made as of the 31st day of December, 1971 between the Vendor and the Purchaser (hereinafter called the "Conditional Sale Agreement") in accordance with the terms thereof;

AND WHEREAS by virtue of the provisions of paragraph 18 of the Conditional Sale Agreement it was agreed between the Vendor and the Purchaser that forthwith upon the execution and delivery of any Lease Schedule pursuant to paragraph 1 of the Lease, the Vendor and the Purchaser shall execute a Purchase Supplement making any Unit described in such Lease Schedule subject to the terms and conditions of the Conditional Sale Agreement;

AND WHEREAS Lease Schedule No. 1 was duly executed and delivered by the Vendor and the Lessee on the 31st day of December, 1971 respecting the Units of Equipment more particularly described therein and Purchase Supplement No. 1 was duly executed on the 31st day of December, 1971 making the Units

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INTERSTATE COMMERCE COMMISSION

described in Lease Schedule No. 1 subject to the terms and conditions of the Conditional Sale Agreement;

AND WHEREAS Lease Schedule No. 2 was duly executed and delivered by the Vendor and the Lessee as of the 2nd day of February, 1972 respecting the Units of Equipment more particularly described therein a true copy whereof is annexed hereto as Schedule "A";

AND WHEREAS by virtue of a clerical error appearing in Schedule "A" to the Conditional Sale Agreement the "Identifying Numbers" of the Units of Equipment described in said Schedule "A" were misdescribed as "CN-28,600-549" instead of "CN-286,000-549 inclusive" and the Vendor and the Purchaser are accordingly desirous of correcting such misdescription as of the 31st day of December, 1971 as hereinafter appearing;

NOW THEREFORE THIS AGREEMENT WITNESSETH as follows:

1. The parties hereto do hereby confirm that the Units of Equipment more particularly described in Schedule "A" annexed hereto are subject to the terms and conditions of the Conditional Sale Agreement.

2. The provisions of Schedule "A" to the Conditional Sale Agreement are hereby amended effective as of the 31st day of December, 1971 by the deletion of the provision "CN-28,600-549" appearing therein under the heading "Identifying Numbers" and the substitution therefor of the provision "CN-286,000-549 inclusive" and save as amended by the foregoing provisions of this paragraph the Conditional Sale Agreement and Purchase Supplement No. 1 are hereby ratified and confirmed and shall be and remain in full force and effect .

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed in their respective corporate names by their officers or officials thereunto duly authorized, and their respective corporate seals to be hereunto affixed

and duly attested all as of the date first above written.

GUARANTY TRUST COMPANY OF CANADA

Per:

  
.....  
AUTHORIZED SIGNATURE  
*E. B. Joller*  
.....  
AUTHORIZED SIGNATURE

TRADERS GROUP LIMITED

Per:

  
.....  
SENIOR VICE PRESIDENT  
  
.....  
SECRETARY

SCHEDULE "A"

EQUIPMENT LEASE - SCHEDULE NO. 2

Dated the <sup>2<sup>ND</sup></sup> day of ~~FEBRUARY~~, 1971 to  
Lease dated as of the ~~1<sup>ST</sup>~~ day of December,  
1971 ("Lease") between GUARANTY TRUST  
COMPANY OF CANADA as Trustee ("Lessor")  
and CANADIAN NATIONAL RAILWAY COMPANY  
("Lessee")

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1. The terms used herein shall have the meaning given to such terms in the Lease in accordance with the terms thereof.
2. The Lessor and the Lessee hereby confirm that the Units of Equipment described in Schedule "A" annexed hereto and forming part hereof have been delivered to, examined and accepted by the Lessee on the date hereof as Units leased under the Lease and are accordingly subject to and governed thereby and that the term of the Lease with respect thereto shall commence on the date hereof.
3. The Lessee does hereby acknowledge and confirm that the said Units of Equipment have been examined by duly appointed and authorized employees or representatives of the Lessee and that such examination discloses that same conform to the Specifications more particularly defined in the Manufacturing Agreement and are in good operating order, repair, condition and appearance on the date hereof.
4. The Lessee does hereby certify that at the time of such delivery of the Units to the Lessee there was plainly, permanently and conspicuously stencilled on each side thereof the following legend in letters not less than three-eighths inch in height:

"Owned and leased by Guaranty Trust Company of Canada, 366 Bay Street, Toronto, Canada, as Trustee under the terms of an Equipment Loan Trust Declaration."

Approved and agreed to this 12<sup>th</sup> day of December, 1971  
as a Schedule to and part of the Lease made between the  
parties hereto as of the 31<sup>st</sup> day of December, 1971.

GUARANTY TRUST COMPANY OF CANADA  
as Trustee

CANADIAN NATIONAL RAILWAY  
COMPANY

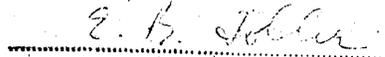
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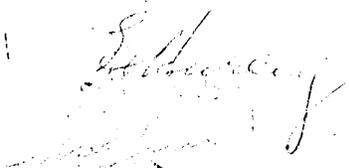
Approved  
ES to term c  
AB  
Attorney



AUTHORIZED SIGNATURE



AUTHORIZED SIGNATURE



SCHEDULE "A" TO EQUIPMENT LEASE  
SCHEDULE NO. 2

<u>QUANTITY</u>	<u>DESCRIPTION OF UNITS</u>	<u>MANUFACTURERS</u>	<u>IDENTIFYING NUMBERS</u>
159	50'6"-70 Ton Insulated Box Cars	National Steel Car Corporation Limited	CN 286020 286022 286087 286094-095 Incl. 286100-149 Incl. 286200-250 Incl. 286275-298 Incl. 286300-324 Incl. 286326-328 Incl. 286330

CITY OF TORONTO )

On this 14<sup>th</sup> day of December, 1971, before me personally appeared *Red Armstrong*, to me personally known, who, being by me duly sworn, says that he is *General Manager* of GUARANTY TRUST COMPANY OF CANADA, that one of the seals affixed to the foregoing instrument is the corporate seal of the 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.

*[Signature]*  
Notary Public

(Notarial Seal)

PROVINCE OF QUEBEC )

CITY OF MONTREAL )

On this 2<sup>nd</sup> day of *February* December, 1971, before me personally appeared *E.D. Dunlop*, to me personally known, who, being by me duly sworn, says that he is *Vice-President* of CANADIAN NATIONAL RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of the 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.

Notary Public

(Notarial Seal)

PROVINCE OF ONTARIO )  
 )  
JUDICIAL DISTRICT OF YORK )

On this *4<sup>th</sup>* day of February, 1972, before me personally appeared *R. V. Armstrong*, to me personally known, who, being by me duly sworn, says that he is *General Manager* of GUARANTY TRUST COMPANY OF CANADA, that one of the seals affixed to the foregoing instrument is the corporate seal of the 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.

(Notarial Seal)

  
Notary Public

NOTARY PUBLIC IN AND FOR  
THE PROVINCE OF ONTARIO

PROVINCE OF ONTARIO )  
 )  
JUDICIAL DISTRICT OF YORK )

On this *4<sup>th</sup>* day of February, 1972, before me personally appeared *GEORGE E. WHITLEY*, to me personally known, who, being by me duly sworn, says that he is **SECRETARY** of TRADERS GROUP LIMITED, that one of the seals affixed to the foregoing instrument is the corporate seal of the 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.

(Notarial Seal)

  
Notary Public

DATED: February, 1972

GUARANTY TRUST COMPANY OF CANADA

- and -

TRADERS GROUP LIMITED

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PURCHASE SUPPLEMENT NO. 2

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SHIBLEY, RIGHTON & MCCUTCHEON,  
Barristers and Solicitors,  
P.O. Box 32 - 401 Bay Street,  
Toronto 103, Ontario.