

Canadian Pacific

7-343AC18

DEC 9 1977

RECORDATION No. 7933-C Filed & Recorded

DEC 9 1977-12 45 PM

INTERSTATE COMMERCE COMMISSION

Secretary  
Interstate Commerce Commission  
Washington, D.C.

Re: Canadian Pacific Limited  
Equipment Trust Series "V"

Dear Sir:

This refers to the Equipment Trust Agreement dated as of May 15, 1975, between First National Bank of Minneapolis and Canadian Pacific Limited and recorded with the United States Interstate Commerce Commission on May 23, 1975, at 12:20 p.m., Recordation No. 7933.

Supplemental Agreements dated as of May 15, 1975, and May 19, 1977, have been filed as well with the United States Interstate Commerce Commission on June 23, 1975 and June 22, 1977, respectively. Recordation Nos. 7933-A and 7933-B.

It has become necessary to release a certain box car and replace it with another. Consequently, a further Supplemental Agreement dated as of November 4, 1977, has been executed by First National Bank of Minneapolis and Canadian Pacific Limited for that purpose.

Transmitted herewith are three original counterparts (two for the Commission's files and one for stamping by the Commission of the recordation information and return to the messenger handing you this letter) of the Supplemental Agreement dated as of November 4, 1977, as well as a cheque to cover the recordation fee.

It is requested that you proceed with the recordation of the Supplemental Agreement pursuant to Section 20c of the Interstate Commerce Act and you return one counterpart to the messenger handing you this letter.

*Clara [unclear]  
S. J. A. [unclear]*

Secretary  
Interstate Commerce Commission  
Page 2

The names and addresses of the parties to  
the Supplemental Agreement are as follows:

First National Bank of Minneapolis  
120 South Sixth Street  
Minneapolis, Minnesota 55480

Canadian Pacific Limited  
910 Peel Street  
Montreal, Quebec  
H3C 3E4  
Canada

I am an Executive Officer of Canadian Pacific  
Limited and have knowledge of the matter set forth  
herewith.

Yours very truly,



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P. A. Nepveu  
Vice-President Finance  
and Accounting

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

12/9/77

**OFFICE OF THE SECRETARY**

P.A. Nepveu  
Canadian Pacific Limited  
910 Peel Street  
Montreal, Quebec  
H3C 3E4 Canada

Dear

Sir:

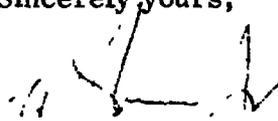
The enclosed document(s) was recorded pursuant to the  
provisions of Section 20(c) of the Interstate Commerce Act,

49 U.S.C. 20(c), on 12/9/77 at 12:55pm

and assigned recordation number(s)

7933-C

Sincerely yours,

  
H.G. Homme, Jr.  
Acting Secretary

Enclosure(s)

SE-30-T  
(6/77)



# CHAMBER OF NOTARIES OF QUEBEC

PROVINCE OF QUEBEC  
CANADA

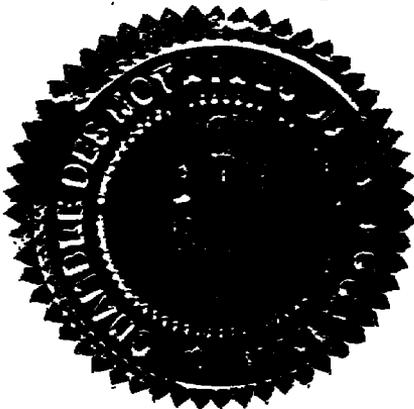
I, JEAN BERNARD COUPAL, Secretary of the Chamber of Notaries of Quebec, Canada, said Chamber having its Seat, in the City of Montreal, organized under the laws of said Province of Quebec, and being the sole and only Chamber of Record for all Notaries in said Province, said Chamber having a seal, the whole as enacted by the law 17-18 Elizabeth II, 1968, ch. 70, and amended on July 6th, 1973 to concord with the Professional Code which came into force February 1st, 1974.

DO HEREBY CERTIFY that ME ANDRE GROULX, Notary - - - - - residing at Montreal - - - - - in the Judicial District of Montreal - - - - - of said Province, who signed the certificate of proof of acknowledgment on the hereunto attached instrument, was at the time of taking such proof of acknowledgment a practising Notary and Public Officer, having been duly commissioned and sworn as such and his name is entered on the Roll of the Order of Notaries of said Province of Quebec, that his jurisdiction extends over the whole of said Province of Quebec and his terme of office is for life; that therefore he is at the date hereon a person authorized to take and certify affidavits and solemn declarations and to take proof and acknowledgment of all deeds and other instruments, and to certify as such Notary both originals and copies thereof or either of them to be recorded in said Province. the whole in accordance with and as required by the said Notarial Act and the laws of said Province of Quebec.

AND moreover I have compared the signature: " André Groulx, Notary - - - - - " affixed to said instrument, with that deposited in the "Register of official signatures of Notaries" (said Register being kept only by me and remaining of record only in my office), and, as required by said Notarial Act and laws, such signature is the Official signature of said person and the impression of his official seal on said certificate is also genuine.

THAT further in my said capacity of Secretary of the said Chamber of Notaries, I am the only authority under the laws of said Province to issue the present certificate.

WITNESS my hand and the official seal of said Chamber of Notaries at Montreal, this eleventh day of november one thousand nine hundred and seventy -seven.



  
JEAN BERNARD COUPAL  
Secretary

SUPPLEMENTAL AGREEMENT dated as of the fourth day of  
November , 1977.

BY AND BETWEEN:

FIRST NATIONAL BANK OF MINNEAPOLIS  
a national banking association,  
as Trustee  
(hereinafter called the "Trustee")

RECORDATION NO. 7933-1  
FIND & RECORDED

DEC 9 1977-12 45 PM

AND:

INTERSTATE COMMERCE COMMISSION

CANADIAN PACIFIC LIMITED,  
a corporation duly organized and  
existing under the laws of Canada  
(hereinafter called the "Company")

WHEREAS CANADIAN PACIFIC EQUIPMENT TRUST, SERIES "V",  
was constituted by the Equipment Trust Agreement dated as of  
May 15, 1975 (hereinafter called the "Trust Agreement") by and  
between the Trustee and the Company; and

WHEREAS the Trust Agreement was filed and recorded  
with the United States Interstate Commerce Commission on May  
23, 1975, at 12:20 p.m., Recordation No. 7933, pursuant to  
Section 20c of the Interstate Commerce Act, as amended, and  
duly deposited in the office of the Registrar General of Canada  
on May 23, 1975, at 2:30 p.m., notice of such deposit having  
been duly published in the Canada Gazette on June 21, 1975; and

WHEREAS by Supplemental Agreement dated as of  
May 15, 1975, filed and recorded with the United States Inter-  
state Commerce Commission on June 23, 1975, at 11:15 a.m.,  
Recordation No. 7933-A, and duly deposited in the office of the  
Registrar General of Canada on June 16, 1975, at 11:30 a.m.,  
notice of such deposit having been duly published in the Canada  
Gazette on July 5, 1975, the Trust Agreement was amended by  
adding a new subparagraph (g) to Section 5.1 of Article V; and

WHEREAS by Supplemental Agreement dated as of May  
19, 1977, filed and recorded with the United States Interstate  
Commerce Commission on June 22, 1977, at 4:05 p.m., Recordation  
No. 7933-B, and duly deposited in the office of the Registrar  
General of Canada on June 21, 1977, at 11:00 a.m., notice of  
such deposit having been duly published in the Canada Gazette  
on July 16, 1977, the Trust Agreement was amended by renumbering  
certain of the Trust Equipment; and

WHEREAS, the Trust Equipment renumbered by the Supplemental Agreement dated as of May 19, 1977, was also modified from 52'8" 70 ton box cars to 52'8" 100 ton box cars; and

WHEREAS the Company desires the Trustee to release from the provisions of the Trust Agreement one (1) of the 52'8" 100 ton box cars now numbered CP204200 so that the Company may further modify and sell such box car to a third party, and the Trustee has consented to the release of such box car from the provisions of the Trust Agreement provided replacement equipment of equal or greater value is conveyed to the Trustee; and

WHEREAS the Company desires to sell, assign and transfer or cause to be sold, assigned and transferred to the Trustee the additional equipment, the aggregate final cost or fair value of which, whichever is less, will be at least \$21,092.00, being the fair value of the 52'8" 100 ton box car now numbered CP204200 being released from the Trust Agreement;

NOW THEREFORE, THIS SUPPLEMENTAL AGREEMENT WITNESSETH:

1. The Company shall sell, assign and transfer or cause to be sold, assigned and transferred to the Trustee, as Trustee for the holders of the Trust Certificates under the Trust Agreement the following equipment:

<u>Number of Cars</u>	<u>Number and Description</u>	<u>Cost of Acquisition Per Unit</u>
One	40 ton, 89 foot 4 inch bi-level flat car, all steel construction, with end of car cushioning device to absorb car movements, and journal roller bearings numbered as follows: CP540202	\$41,872.13

2. Upon the above-described equipment being so sold, assigned and transferred to the Trustee, the said equipment shall become Trust Equipment within the meaning of the Trust Agreement and shall be subject to all the terms and provisions thereof.

3. Upon the above-described equipment being so sold, assigned and transferred to the Trustee, the Trustee shall release from the provisions of the Trust Agreement one (1) 52'8" 100 ton box car numbered CP204200.

IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

FIRST NATIONAL BANK OF MINNEAPOLIS,  
Trustee,

By: [Signature]  
Its: [Signature]

(SEAL)  
ATTEST

[Signature]  
Trust Officer

CANADIAN PACIFIC LIMITED

By: [Signature]  
Vice President  
Finance & Accounting

(SEAL)

By: [Signature]  
ASSISTANT SECRETARY

APPROVED  
S TO FCIM  
[Signature]  
Vice President, Law

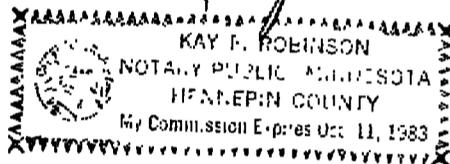
STATE OF MINNESOTA )  
COUNTY OF HENNEPIN ) ss:

On this 22nd day of NOVEMBER, 1977, before me personally appeared J SCANTAM, to me personally known, who, being by me duly sworn, says that he is a Vice President of FIRST NATIONAL BANK OF MINNEAPOLIS, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank 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 bank.

(SEAL)

Kay F. Robinson

My commission expires



PROVINCE OF QUEBEC )  
CITY OF MONTREAL ) ss:

On this 11th day of November, 1977, before me personally appeared P.A. Nefsen to me personally known, who, being by me duly sworn, says that he is a Vice President of CANADIAN PACIFIC LIMITED, that one of the seals affixed to the foregoing instrument is the corporate 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.

(SEAL)

My commission expires 10 for life

Indee Louise Nefsen