

Finance and Accounting  
910 Peel Street, P.O. Box 6042, Station "A"  
Montreal, Quebec H3C 3E4  
Tel. (514) 395-6681, Telex 05-24725

# Canadian Pacific

J P T Clough  
Vice-President

MONTREAL, March 4, 1983

Ms. Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

RECORDATION NO. 13980-A  
MAR 7 1983 11 50 AM  
INTERSTATE COMMERCE COMMISSION  
3-055A081

No. MAR 7 1983  
Date.....  
Fee \$.../0.00

ICC Washington, D. C.

Dear Ms. Mergenovich:

Enclosed are the original and one counterpart of the document described below to be recorded pursuant to Section 11303 of Title 49 U.S. Code.

This document is a First Supplemental Agreement, a secondary document, dated as of March 1, 1983.

The primary document to which the enclosed document is related is recorded under Recordation No.

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

Trustee, Conditional Vendor:

Bank of Montreal Trust Company  
Two Wall Street  
New York, New York 10005  
Attention: Keven O. Healey

Conditional Vendee, Guarantor:

Canadian Pacific Limited  
910 Peel Street  
P.O. Box 6042, Station A  
Montreal, Canada H3C 3E4  
Attention: Vice-President Finance and  
Accounting

RECEIVED  
MAR 7 11 24 AM '83  
FEE OPERATION BR.

A description of the equipment covered by the document is set forth on the attached Schedule A.

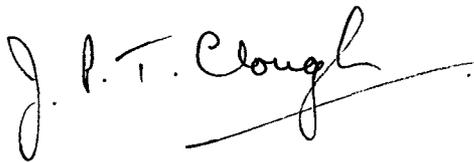
A check in the amount of \$10 is enclosed to cover the filing fee.

Please return one counterpart of the agreement bearing the Commission's recordation data to the person delivering this letter.

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

First Supplemental Agreement dated as of March 1, 1983 to Equipment Trust Agreement dated as of November 1, 1982 between Canadian Pacific Limited, 910 Peel Street, P.O. Box 6042, Station A, Montreal Canada H3C 3E4, and Bank of Montreal Trust Company, Two Wall Street, New York, New York 10005, Trustee, covering 94 locomotives, CP 5778, CP 5790-5799, inclusive, CP 5837-5859, inclusive, CP 5900-5928, inclusive, and CP 5987-6017, inclusive, 99 70 ton boxcars, CP 85635-85733, inclusive, 37 100 ton auto parts boxcars, CPAA 205228-205264, inclusive, 14 100 ton boxcars, CPAA 206200-206213, inclusive, 115 100 ton covered hopper cars, CP 385100-385214, inclusive, 8 100 ton boxcars, CPAA 205265, 205266, 205268-205273, inclusive, 29 100 ton auto parts boxcars, CPAA 206029-206055, inclusive, 206057 and 206058, 88 50 ton flat cars, CP 504651-504658, inclusive and CP 504660-504739, inclusive, 100 100 ton flat cars, CP 521700-521799, inclusive, and 51 70 ton boxcars, CPAA 42700-42750, inclusive.

Yours very truly,

A handwritten signature in black ink, reading "J. P. T. Clough". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Vice-President  
Finance and Accounting

SCHEDULE A

DESCRIPTION OF TRUST EQUIPMENT

<u>Number of Units</u>	<u>Description</u>	<u>Cost of Acquisition Per Unit (Cdn. \$)</u>	<u>Road Nos.</u>
14	Diesel Electric Locomotive Units, 3,000 horsepower Model SD40-2	\$ 638,815	5837-5850, both inclusive
1	Diesel Electric Locomotive Unit, 3,000 horsepower Model SD40-2	\$ 642,472	5778
10	Diesel Electric Locomotive Units, 3,000 horsepower Model SD40-2	\$ 722,302	5790-5799, both inclusive
9	Diesel Electric Locomotive Units, 3,000 horsepower Model SD40-2	\$ 646,465	5851-5859, both inclusive
5	Diesel Electric Locomotive Units, 3,000 horsepower Model SD40-2	\$ 722,301	5900-5904, both inclusive
1	Diesel Electric Locomotive Unit, 3,000 horsepower Model SD40-2	\$ 725,507	5905
9	Diesel Electric Locomotive Units, 3,000 horsepower Model SD40-2	\$ 725,506	5906-5914, both inclusive
14	Diesel Electric Locomotive Units, 3,000 horsepower Model SD40-2	\$ 854,268	5915-5928, both inclusive
31	Diesel Electric Locomotive Units, 3,000 horsepower Model SD40-2	\$1,020,205	5987-6017, both inclusive

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99	50'6" 70 ton box cars with cushioned underframe	\$ 34,254	CP 85635-85733, both inclusive
37	60'10" 100 ton auto parts box cars with cushioned underframe	\$ 40,168	CPAA 205228-205264, both inclusive
14	86'6" 100 ton box cars with cushioned underframe	\$ 63,765	CPAA 206200-206213, both inclusive
115	47'11" 100 ton covered hopper cars	\$ 32,542	CP 385100-385214, both inclusive
8	60'9" 100 ton box cars with cushioned underframe	\$ 58,779	CPAA 205265, 205266 and 205268-205273, both inclusive
29	86'6" 100 ton auto parts box cars with cushioned underframe	\$ 68,607	CPAA 206029-206055, both inclusive, 206057 and 206058
88	54'4" 50 ton flat cars with trailer hitch	\$ 31,086	CP 504651-504658, both inclusive, and CP 504660-504739, both inclusive
100	89'4" 100 ton flat cars with end of car cushioning	\$ 46,915	CP 521700-521799, both inclusive
51	50'6" 70 ton box cars with belt rails	\$ 54,541	CPAA 42700-42750, both inclusive

REGISTRATION NO. 13980-A  
FILED 1425

MAR 7 1983 - 11 00 AM

INTERSTATE COMMERCE COMMISSION

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**CANADIAN PACIFIC LIMITED**

**EQUIPMENT TRUST**

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**FIRST SUPPLEMENTAL AGREEMENT**

**Dated as of March 1, 1983**

**to**

**EQUIPMENT TRUST AGREEMENT**

**Dated as of November 1, 1982**

**Between**

**BANK OF MONTREAL TRUST COMPANY,  
Trustee**

**and**

**CANADIAN PACIFIC LIMITED**

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**Establishing Canadian Pacific Limited  
10½% Equipment Trust Certificates,  
Series 1, Due March 15, 1988**

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REGISTRATION BR.  
MAR 7 11 00 AM '83

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\* This Table of Contents does not constitute a part of the First Supplemental Agreement.

**FIRST SUPPLEMENTAL AGREEMENT** dated as of March 1, 1983 between BANK OF MONTREAL TRUST COMPANY, a corporation duly organized and existing under the laws of the State of New York, as Trustee (hereinafter called the Trustee), and CANADIAN PACIFIC LIMITED, a corporation duly organized and existing under the laws of Canada (hereinafter called the Company).

WHEREAS, the Company and the Trustee have heretofore executed and delivered an Equipment Trust Agreement dated as of November 1, 1982 (hereinafter called the Original Agreement, the Original Agreement as supplemented by this First Supplemental Agreement being hereinafter called the Agreement) providing, among other things, for the issuance of equipment trust certificates in series from time to time thereunder;

WHEREAS, Canadian Pacific Limited 10½% Equipment Trust Certificates, Series 1, Due March 15, 1988 (hereinafter called the Series 1 Trust Certificates) are to be issued and sold in an aggregate principal amount not exceeding \$50,000,000 U. S., and the net proceeds (excluding accrued interest, if any) of such sale, together with such other cash as may be required to be deposited by the Company as in the Original Agreement provided, are to constitute a separate trust fund equal to the aggregate principal amount of the Series 1 Trust Certificates so issued and sold, to be known as CANADIAN PACIFIC LIMITED EQUIPMENT TRUST, SERIES 1 (hereinafter called the Trust);

WHEREAS, such trust fund is to be applied by the Trustee from time to time in part payment of the Cost of the Equipment to be held in the Trust for the exclusive benefit of the holders of the Series 1 Trust Certificates, the remainder of such Cost to be paid to the manufacturer or owner thereof directly by the Company, all as in the Original Agreement provided;

WHEREAS, it is desired to evidence the terms and provisions of the Series 1 Trust Certificates and to describe the Equipment proposed to be sold, assigned and transferred to the Trust;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto hereby agree as follows:

## ARTICLE ONE

## SERIES 1 TRUST CERTIFICATES

SECTION 1.01. *Establishment of Series.* There is hereby established a series of equipment trust certificates to be issued under, and entitled to the security and the benefits provided by, the Agreement to be known as "Canadian Pacific Limited 10½% Equipment Trust Certificates, Series 1, Due March 15, 1988".

(a) The Series 1 Trust Certificates shall:

(i) be issued only as Serial Trust Certificates;

(ii) be limited in aggregate principal amount to \$50,000,000 U.S. (except as provided in Sections 2.05, 2.06 and 2.07 of the Original Agreement);

(iii) be dated, if issued prior to September 15, 1983, March 1, 1983, subject to Section 2.06(a) of the Original Agreement;

(iv) mature on March 15, 1988;

(v) bear interest from the date thereof until the principal amount thereof shall have become due at the rate of 10½% per annum, payable semi-annually on March 15 and September 15 of each year, beginning September 15, 1983, with interest on any overdue principal and interest, to the extent legally enforceable, at the rate of 11½% per annum, such interest to be payable in accordance with the third paragraph of Section 2.02 of the Original Agreement;

(vi) be payable as to principal and interest at the Corporate Trust Office, except that at the option of the Trustee payment of interest may be made by check mailed to the addresses of the persons entitled thereto as such addresses shall appear upon the registry books of the Trustee; and

(vii) not be redeemable prior to maturity.

(b)(i) The Equipment to be sold, assigned and transferred to the Trust for the exclusive benefit of the holders of the Series 1 Trust Certificates shall have been first put into use after December 31, 1976.

(ii) The Depreciated Cost of the Equipment to be sold, assigned and transferred to the Trust for the exclusive benefit of the holders of the Series 1 Trust Certificates shall mean (A) with respect to each unit of Equipment first put into use prior to January 1, 1981, the Cost thereof less, for each full year elapsed between the date such unit was first put into use and the date on which such unit is delivered to the Trustee pursuant to Section 4.01 or the last paragraph of Section 4.03 of the Original Agreement, 1/20th of such Cost, and (B) with respect to each unit of Equipment first put into use on or after January 1, 1981, the Cost of such unit.

(c)(i) The Deposited Cash Percentage for the Series 1 Trust Certificates shall be 80%.

(ii) The Depreciated Cost Percentage for the Series 1 Trust Certificates shall be 125%.

SECTION 1.02. *Forms of Certificate and Guaranty.* The Series 1 Trust Certificates and the guaranty to be endorsed thereon by the Company shall be substantially in the following forms, respectively:

[FORM OF SERIES 1 TRUST CERTIFICATE]

No. \$ U.S.

CANADIAN PACIFIC LIMITED

10½% EQUIPMENT TRUST CERTIFICATE, SERIES 1  
Due March 15, 1988

Total Authorized Issue \$50,000,000 U.S.

BANK OF MONTREAL TRUST COMPANY,  
Trustee

BANK OF MONTREAL TRUST COMPANY, a New York corporation, as Trustee (hereinafter called the Trustee) under the Equipment Trust Agreement dated as of November 1, 1982, as such Agreement shall

have been amended or supplemented to the date hereof (hereinafter called the Agreement), between the Trustee and CANADIAN PACIFIC LIMITED, a Canadian corporation (hereinafter called the Company), hereby certifies that \_\_\_\_\_, or registered assigns, is entitled to an interest of \_\_\_\_\_ U.S. Dollars in Canadian Pacific Limited Equipment Trust, Series 1, payable March 15, 1988 upon surrender of this Certificate to the Trustee at the principal corporate trust office of the Trustee in the City of New York, New York, and to interest thereon from the date hereof until the principal amount represented by this Certificate shall have become due, payable on March 15 and September 15 in each year, beginning September 15, 1983, at the rate of 10½% per annum, with interest on any overdue principal and interest, to the extent legally enforceable, at the rate of 11½% per annum; provided that, so long as there is no existing default in the payment of interest and except for the payment of defaulted interest, the interest payable on any March 15 or September 15 will be paid to the person in whose name this Certificate is registered upon the registry books of the Trustee at the close of business on the record date (the last business day which is more than 15 calendar days prior to such March 15 or September 15). Principal and interest shall be payable to the registered holder hereof at said office of the Trustee in such coin or currency of the United States of America as, at the time of payment, shall be legal tender for the payment of public and private debts, but only from and out of moneys received by the Trustee and applicable to such payment under the provisions of the Agreement. At the option of the Trustee, payment of interest may be made by check mailed to the address of the person entitled thereto as such address shall appear on the registry books of the Trustee.

This Certificate is one of an authorized issue of Trust Certificates, Series 1 (hereinafter called the Trust Certificates) in aggregate principal amount not exceeding \$50,000,000 U. S. which will mature on March 15, 1988, all issued or to be issued under the Agreement, under which title to and a security interest in certain railroad equipment conditionally sold to the Company (or cash or obligations defined in the Agreement as "Investment Securities" in lieu thereof, as provided in the Agreement) are held by the Trustee in trust for the equal and ratable benefit of the registered holders of the Trust Certificates.

Reference is made to the Agreement (a copy of which is on file with the Trustee at its said office) for a more complete statement of the terms and provisions thereof, to all of which the registered holder hereof, by accepting this Certificate, assents.

In the Agreement the Company has agreed to make certain additional payments to the Trustee under certain circumstances described in the Agreement in the event interest paid to the Trustee on the unpaid purchase price of the equipment held in trust for the equal and ratable benefit of the registered holders of the Trust Certificates or to such holders is subject to Canadian tax.

The Trust Certificates are issuable only as fully registered Trust Certificates in denominations of \$1,000 U. S. and any multiple thereof. The several denominations of the Trust Certificates are interchangeable upon presentation thereof for such purpose at said office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Agreement.

This Certificate is transferable by the registered holder hereof in person or by duly authorized attorney on the books of the Trustee upon surrender of this Certificate to the Trustee at its said office, accompanied by a written instrument of transfer duly executed by such registered holder in person or by such attorney in form satisfactory to the Trustee, and thereupon a new Trust Certificate or Certificates in authorized denominations for the same aggregate principal amount will be issued to the transferee in exchange herefor. The Trustee and the Company may deem and treat the person in whose name this Certificate is registered as the absolute owner hereof for the purpose of receiving payment of principal and interest and for all other purposes and shall not be affected by any notice to the contrary.

In case of the happening of an Event of Default (as defined in the Agreement), the principal amount represented by this Certificate may become or be declared due and payable in the manner and with the effect provided in the Agreement.

IN WITNESS WHEREOF, the Trustee has caused this Certificate to be signed by the manual or facsimile signature of one of its Vice Presidents and its corporate seal or a facsimile thereof to be hereunto affixed or imprinted and to be attested by the manual signature of one of its Authorized Officers.

Dated as of

BANK OF MONTREAL TRUST COMPANY,  
*Trustee*

By \_\_\_\_\_  
*Vice President*

[CORPORATE SEAL]

Attest:

\_\_\_\_\_  
*Authorized Officer*

[FORM OF GUARANTY FOR SERIES 1 TRUST CERTIFICATE]

Canadian Pacific Limited, for a valuable consideration, hereby unconditionally guarantees to the registered holder of the within Certificate the prompt payment of the principal of said Certificate and of the interest thereon specified in said Certificate, with interest on any overdue principal and interest, to the extent legally enforceable, at the rate of 11½% per annum, all in accordance with the terms of said Certificate and the Equipment Trust Agreement referred to therein.

CANADIAN PACIFIC LIMITED

By \_\_\_\_\_  
*Vice-President*

**SECTION 1.03. *Additional Payments.*** In the event any tax is required to be paid or withheld under Sections 212 and 215 of the Income Tax Act (Canada) (hereinafter called the Income Tax Act) with respect to interest paid to the Trust by the Company on the unpaid purchase price of the Equipment held in the Trust for the exclusive benefit of the holders of the Series 1 Trust Certificates or with respect to interest paid by the Trust to such holders and such tax is required to be paid or withheld as a result of (A) the failure of the Parliament of Canada to enact legislation exempting such payments of interest from such tax or (B) the ineffectiveness of an Order-in-Council of the Government of Canada dated January 13, 1983 providing for the remission of such tax, effective as it becomes payable, on certain debt obligations, including the Series 1 Trust Certificates, the Company will pay to the Trust for the benefit of the holders of the Series 1 Trust Certificates, at the time of making any payment with respect to such Equipment pursuant to subparagraph 2(C) of the first paragraph of Section 5.04 of the Original Agreement, such additional amount as may be required so that every net payment of principal and interest on the Series 1 Trust Certificates after payment of such tax will not be less than the amount provided in the Series 1 Trust Certificates to be then due and payable.

## **ARTICLE TWO**

### **DESCRIPTION OF EQUIPMENT TO BE HELD IN TRUST**

The Company shall cause to be sold, assigned and transferred to the Trustee pursuant to Section 4.01 of the Original Agreement, to be held in the Trust for the exclusive benefit of the holders of the Series 1 Trust Certificates, such of the Equipment described in Schedule A hereto as shall be required to discharge the obligation of the Company set forth in the second sentence of such Section 4.01.

## ARTICLE THREE

## MISCELLANEOUS PROVISIONS

SECTION 3.01. *Incorporation of Terms, Conditions and Provisions of Original Agreement.* All of the terms, conditions and provisions of the Original Agreement (including the definitions in Section 1.01 thereof), unless inconsistent with the express provisions hereof, shall be deemed to be incorporated in and made a part of this First Supplemental Agreement, and the Original Agreement, as supplemented by this First Supplemental Agreement, shall be read, taken and construed as one and the same instrument.

SECTION 3.02. *Duties, Responsibilities and Liabilities of Trustee.* The Trustee hereby accepts the trusts imposed upon it by this First Supplemental Agreement and covenants and agrees to perform the same as herein expressed. Except as herein otherwise provided, no obligations, duties, responsibilities or liabilities are assumed by the Trustee by reason of this First Supplemental Agreement other than as set forth in the Original Agreement.

SECTION 3.03. *Rights Confined to Parties and Holders.* Nothing expressed or implied in this First Supplemental Agreement is intended or shall be construed to confer upon or give to any person, firm or corporation, other than the parties hereto and the holders of the Series 1 Trust Certificates, any right, remedy or claim under or by reason of this First Supplemental Agreement or of any term, covenant or condition hereof, and all the terms, covenants, conditions, promises and agreements contained herein shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns and of the holders of the Series 1 Trust Certificates.

SECTION 3.04. *Effect of Headings.* The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

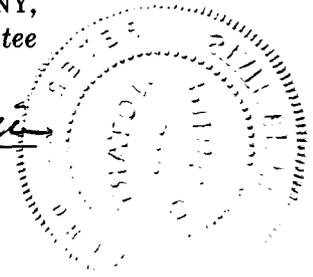
SECTION 3.05. *Counterparts.* This First Supplemental Agreement has been simultaneously executed in several counterparts, each of which shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

SECTION 3.06. *Date Executed.* This First Supplemental Agreement shall be deemed to have been executed on the date of the acknowledgment hereof by the officer of the Trustee who signed it on behalf of the Trustee.

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 seals, duly attested, to be hereunto affixed as of the day and year first above written.

BANK OF MONTREAL TRUST COMPANY,  
Trustee

By Z. Gomy Moduc  
Vice President



[CORPORATE SEAL]

Attest:

[Signature]  
Assistant Vice President

CANADIAN PACIFIC LIMITED

By J. P. Clough  
Vice-President Finance and  
Accounting

[CORPORATE SEAL]

Attest:

[Signature]  
Assistant Secretary

STATE OF NEW YORK }  
COUNTY OF NEW YORK } SS.:

On this 3<sup>rd</sup> day of March, 1983, before me personally appeared  
**Z. G. KLODNICKI**, to me personally known, who, being by  
me duly sworn, says that he is a Vice President of Bank of Montreal  
Trust Company, that one of the seals affixed to the foregoing instru-  
ment 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.

My commission expires **MAR 30 1983**



[NOTARIAL SEAL]

*Peter A. Duda*  
Notary Public

**PETER A. DUDA**  
Notary Public, State of New York  
No. 41-4754949  
Qualified in Queens County  
Certificate filed in New York County  
Commission Expires March 30, 1983

PROVINCE OF QUEBEC }  
DISTRICT OF MONTREAL } SS.:

On this 4<sup>th</sup> day of March, 1983, before me personally appeared  
**J.P.T. CLOUGH**, 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.

~~My commission is for life.~~

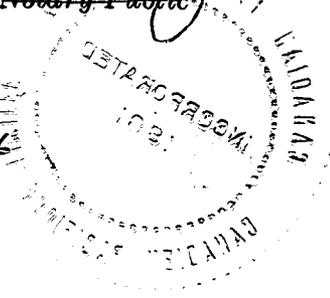
*B.R. Seeger*  
Notary Public

~~[NOTARIAL SEAL]~~

Commissioner for Oaths  
for the District of Montreal  
Province of Quebec.  
My Commission expires

*Oct 26, 1986*

*# 72053*



SCHEDULE A

DESCRIPTION OF TRUST EQUIPMENT

<u>Number of Units</u>	<u>Description</u>	<u>Cost of Acquisition Per Unit (Cdn. \$)</u>	<u>Road Nos.</u>
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<u>Number of Units</u>	<u>Description</u>	<u>Cost of Acquisition Per Unit (Cdn. \$)</u>	<u>Road Nos.</u>
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37	60'10" 100 ton auto parts box cars with cushioned underframe .....	\$ 40,168	CPAA 205228-205264, both inclusive
14	86'6" 100 ton box cars with cushioned underframe.....	\$ 63,765	CPAA 206200-206213, both inclusive
<del>60</del>	<del>65'10" 100 ton bulkhead flat cars .....</del>	<del>\$ 34,916</del>	<del>CP 317350-317409, both inclusive</del>
115	47'11" 100 ton covered hopper cars.....	\$ 32,542	CP 385100-385214, both inclusive
8	60'9" 100 ton box cars with cushioned underframe.....	\$ 58,779	CPAA 205265, 205266 and 205268-205273, both inclusive
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88	54'4" 50 ton flat cars with trailer hitch .....	\$ 31,086	CP 504651-504658, both inclusive, and CP 504660-504739, both inclusive
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51	50'6" 70 ton box cars with belt rails .....	\$ 54,541	CPAA 42700-42750, both inclusive