



**CANADIAN GENERAL TRANSIT COMPANY, LIMITED**

HEAD OFFICE/SIÈGE SOCIAL • SUITE 422, 1010 O., RUE STE-CATHERINE ST. W., MONTRÉAL, QUÉ. H  
P.O. BOX/C.P. 70, STATION A, MONTRÉAL, QUÉ. H3C 2R6 • TÉL.(514) 866-6772 • TÉLEX 05-26

11510  
RECORDATION NO. .... Filed 1425

FEB 20 1980 - 11 10 AM

February 1, 1980

INTERSTATE COMMERCE COMMISSION

Secretary,  
Interstate Commerce Commission,  
Washington, D.C. 20423,  
U.S.A.

11510

0-051A019

RECORDATION NO. .... Filed 1425

DATE FEB 20 1980

FEB 20 1980 - 11 10 AM

Fee \$ 60.00

Dear Sirs,

INTERSTATE COMMERCE COMMISSION

CC Washington, D.C.

In accordance with the provisions of 49 U.S.C. Section 11303 (a) and the Rules and Regulations of the Interstate Commerce Commission thereunder, we submit herewith for recordation three counterparts of a Deed of Trust and Mortgage and First Supplemental Deed of Trust and Mortgage, both dated as of April 1, 1980, between Canadian General Transit Company, Limited and Montreal Trust Company, as trustee.

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

Canadian General Transit Company, Limited  
Suite 422,  
1010 St. Catherine Street, West,  
Montreal, Quebec, Canada

Montreal Trust Company,  
1 Place Ville Marie,  
Montreal, Quebec, Canada

The equipment covered by the Deed of Trust and Mortgage is rolling stock and is particularly described in Exhibit A hereto.

Enclosed is a cheque to cover the recordation fee.

You are hereby authorized to return the original document, following recordation, to the representative of Messrs. Dewey, Ballantine, Bushby, Palmer and Wood who is delivering this letter.

Very truly yours,

John G. Buckley  
Vice President and Treasurer

*Joyce Murty*  
*John G. Buckley*

SECTION 26.02

SECOND SCHEDULE

<u>No.</u> <u>of</u> <u>Cars</u>	<u>Description</u>	<u>Average</u> <u>Cost</u> <u>Per Car</u>	<u>Total</u> <u>Cost</u>	<u>Deprecia-</u> <u>ted Book</u> <u>Value Sept.</u> <u>30, 1979</u>
28	4,550 cu. ft. covered hoppers for potash and general service, four compart- ments, 100 ton trucks, initial- led CP and numbered - 389419-389440 incl. (22)	\$39,444		
	389443-389445 incl. (3)	39,444		
	389447-389449 incl. (3)	39,444	\$1,104,432	\$1,089,312
175	4,550 cu. ft. covered hoppers for potash and general service, four compart- ments, 100 ton trucks, initial- led CP and numbered - 389050-389224 incl.			
<u>203</u>		<u>40,092</u>	<u>7,016,100</u>	<u>7,013,427</u>
			<u>\$8,120,532</u>	<u>\$8,102,739</u>

11510-A  
RECORDATION NO. .... Filed 1425

FEB 20 1980 - 11 10 AM

INTERSTATE COMMERCE COMMISSION

This First Supplemental Deed of Trust and Mortgage dated as of the first day of April, 1980.

BETWEEN:

CANADIAN GENERAL TRANSIT COMPANY, LIMITED (hereinafter called the "Company"), a company duly incorporated under the laws of Canada, having its head office in the City of Montreal in the Province of Quebec.

PARTY OF THE FIRST PART

AND:

MONTREAL TRUST COMPANY, (hereinafter called the "Trustee"), a company duly incorporated under the laws of the Province of Quebec having its head office in the City of Montreal.

PARTY OF THE SECOND PART

WITNESSETH:

WHEREAS under a Deed of Trust and Mortgage and correlated Trust Deed of Hypothec, Mortgage and Pledge, both bearing formal date of April 1, 1980 (collectively called the "Trust Deed") between the Company and the Trustee, there were created U. S. \$5,000,000 aggregate principal amount of 10¼% First Mortgage Sinking Fund Equipment Notes due April 1, 2000, (the "Notes") of the Company none of which are outstanding at the date hereof; and

WHEREAS it is proposed to issue the Notes on or about April 1, 1980; and

WHEREAS through clerical error certain provisions of the Trust Deed approved by the Directors of the Company and by the Trustee were omitted from the Trust Deed; and

WHEREAS Article XXIII of the Trust Deed provides that the Company and the Trustee may correct manifest errors in the Trust Deed; and

WHEREAS the parties hereto have agreed to enter into this First Supplemental Trust Deed; and

WHEREAS the Trust Deed was registered:

under the Canada Corporations Act on November 30, 1979;

under the Corporation Securities Registration Act of Nova Scotia on November 9, 1979, under number 8233A;

under the Corporation Securities Registration Act of New Brunswick on November 13, 1979, under number 4841;

in the registry office for the Registration Division of Montreal in the Province of Quebec on November 29, 1979, under number 3027342;

under the Corporation Securities Registration Act of Ontario on November 19, 1979, under number 44375 and under the Personal Property Security Act of Ontario on November 19, 1979, under number 433384;

under the Personal Property Security Act of Manitoba on November 13, 1979 under number 791113-104586;

under the Corporation Securities Registration Act of Saskatchewan on November 20, 1979 under number 12,682;

under the Companies Act of Alberta on November 15, 1979;

under the Corporation Securities Registration Act of Prince Edward Island on November 13, 1979, under number 1259; and

under the Companies Act of British Columbia on November 20, 1979.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS OF THE PARTIES HERETO THIS FIRST SUPPLEMENTAL TRUST DEED WITNESSETH:

Section 1.01 The Trust Deed is amended by adding after Section 7.13 thereof the following:

"Section 7.14. Notwithstanding anything herein contained, the Notes will not be redeemable prior to April 1, 2000, for other than sinking fund purposes, unless the Company shall have filed with the Trustee an Officer's Certificate declaring that such Notes are not being redeemed from or in anticipation of any proceeds of indebtedness for borrowed money directly or indirectly incurred or to be incurred if such indebtedness has or will have an effective interest cost to the Borrower of less than 10¼% per annum or has a shorter Weighted Average Life to Maturity than that of the Notes immediately prior to such redemption. For the purpose of this Section 7.14, the term "Weighted Average Life to Maturity", with respect to any indebtedness for borrowed money, means at the time of determination thereof, the number of years obtained by dividing the then Remaining Dollar-Years of such indebtedness by the then outstanding principal amount of such indebtedness; and the term "Remaining Dollar-Years" of any indebtedness for borrowed money means the amount obtained by (i) multiplying the amount of each then remaining sinking fund, serial maturity, or other required principal redemption or repayment, including any principal redemption or repayment at final maturity, by the number of years (calculated to the nearest one-twelfth) which will elapse between such date of determination

and the date of such redemption or repayment and (ii) totaling all the products obtained in the foregoing clause (i).

Section 7.15. The provisions of sections 7.02, 7.03, 7.05, 7.06 (except as to redemption price), 7.07, 7.08, 7.09, 7.10 and 7.11 shall apply mutatis mutandis to redemptions of Notes at the option of the Company.

#### ARTICLE VIII

##### Events of Default

Section 8.01. The security hereby constituted shall become enforceable, subject to the terms hereinafter contained, if and when one or more of the following events shall happen, that is to say:"

Section 1.02 This Deed is declared to be supplemental to the Trust Deed and is to form part of and shall have the same effect as though incorporated in the Trust Deed. The Trust Deed is part of these presents and is by this reference included herein with the same effect as though at length set forth herein. In these presents, unless there is something in the context inconsistent therewith, the expressions used shall have the same meaning as corresponding expressions used in the Trust Deed and all the provisions of the Trust Deed, except only insofar as may be inconsistent with the express provisions of these presents, shall apply to and have effect in connection with this Deed.

Section 1.03 Contemporaneously or substantially contemporaneously with the execution of this First Supplemental Deed of Trust and Mortgage, the Company has, in conformity with the laws of the Province of Quebec, in which a part of the mortgaged premises may from time to time be situate, signed and executed in notarial form a First Supplemental Trust Deed of Hypothec, Mortgage, Pledge and Charge, such First Supplemental Trust Deed of Hypothec, Mortgage, Pledge and Charge being substantially of the same tenor and effect as this First Supplemental Deed of Trust and Mortgage, both the said Deeds constituting and to be read as one instrument.

Section 1.04 This First Supplemental Deed of Trust and Mortgage may be executed in

counterparts, either on different dates or simultaneously, as the case may be, 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 hereto have duly executed this First Supplemental Deed of Trust and Mortgage.

SIGNED, SEALED  
and DELIVERED  
in the presence  
of:

*John Buckley*

CANADIAN GENERAL TRANSIT  
COMPANY, LIMITED

*W. W. McKenzie*

President

*E. D. Cowan*

Secretary

MONTREAL TRUST COMPANY

*[Signature]*

*[Signature]*  
Assistant Manager,  
Corporate Trust Department

*E. C. [Signature]*

Corporate Trust Officer

PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

AFFIDAVIT

I, JOHN G. BUCKLEY, of the City of Pointe Claire in the District of Montreal and therein residing at 143 Monterrey Avenue, being duly sworn, do depose and say:

1. THAT I am the Vice-President and Treasurer of Canadian General Transit Company, Limited, one of the parties to the annexed Deed, am aware of the circumstances connected with the transaction and have a personal knowledge of the facts herein deposed to;
2. THAT I was personally present and did see the said Deed signed, sealed, executed and delivered by the said Company by A. W. McKenzie and E. S. Cowan, the President and Secretary respectively of the said Company, and the corporate seal of the said Company thereto fixed;
3. THAT I know the said A. W. McKenzie and E. S. Cowan and know them to be respectively the President and Secretary of the said Company duly authorized to execute the said Deed and that the signatures purporting to be their signatures opposite the corporate seal of the said Company at the foot of the said Deed were made by them respectively in my presence and are of the proper handwriting of the said A. W. McKenzie and E. S. Cowan;
4. THAT the seal affixed to the said Deed is the corporate seal of the said Company;
5. THAT I am a subscribing witness to the said Deed and that the name "John Buckley" subscribed as a witness to the execution of the said Deed is of the proper handwriting of me, this deponent;
6. THAT the said Deed was executed by Canadian General Transit Company, Limited at the City of Montreal, in the Province of Quebec, on the 21<sup>st</sup> day of January, 1980

SWORN TO BEFORE ME  
in the City of Montreal  
this 21<sup>st</sup> day of January, 1980

Notary  
A Notary Public in and for  
the Province of Quebec

PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

AFFIDAVIT

I, N. P. CLOGHESY, of the City of Montreal, in the District of Montreal, and therein residing at 6875 Sherbrooke St. West, being duly sworn do depose and say:

1. THAT I am a Corporate Trust Officer of Montreal Trust Company, one of the parties to the annexed Deed, am aware of the circumstances connected with the transaction, and have personal knowledge of the facts herein deposed to;

2. THAT I was personally present and did see the annexed Deed signed, sealed, executed and delivered by the said Company by E. N. Varga, Assistant Manager, Corporate Trust Department, and E. S. Stark, Corporate Trust Officer respectively, of the said Company and the corporate seal of the said Company thereto affixed;

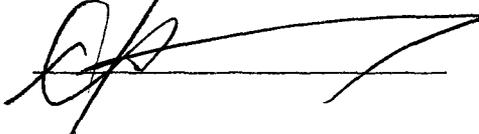
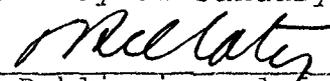
3. THAT I know the said E. N. Varga and E. S. Stark and know them to be respectively Assistant Manager, Corporate Trust Department and Corporate Trust Officer of the said Company duly authorized to execute the said Deed and that the signatures purporting to be their signatures opposite the corporate seal of the said Company at the foot of the said Deed were made by them respectively in my presence and are of the proper handwriting of the said E. N. Varga and E. S. Stark respectively;

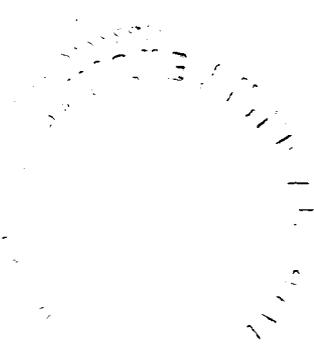
4. THAT the seal affixed to the said Deed is the corporate seal of the said Company;

5. THAT I am a subscribing witness to the said Deed and that the name "N. P. Cloghesy" subscribed as a witness to the execution of the said Deed is of the proper handwriting of me, this deponent;

6. THAT the said Deed was executed by Montreal Trust Company at the City of Montreal in the Province of Quebec on the 21<sup>st</sup> day of January, 1980.

SWORN TO BEFORE ME  
in the City of Montreal  
this 21<sup>st</sup> day of January, 1980

  
  
A Notary Public in and for  
the Province of Quebec



PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

TO WIT:

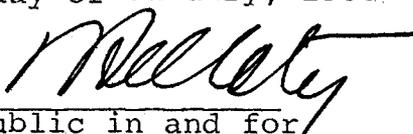
AFFIDAVIT OF BONA FIDES

I, E. N. VARGA, of the City of Montreal in the Province of Quebec and therein residing at 3475 St-Urbain, MAKE OATH AND SAY:

1. THAT I am an officer holding the office of Assistant Manager, Corporate Trust Department of Montreal Trust Company, the Trustee named in the annexed Deed made by Canadian General Transit Company, Limited to the said Montreal Trust Company as Trustee and I am aware of the circumstances connected with the transaction and have a personal knowledge of the facts and matters hereinafter deposed to;
2. THAT the said Deed being an instrument containing a specific charge of chattels or book debts, was executed in good faith and for the express purpose of securing payment of the Notes referred to therein and not for the mere purpose of protecting the chattels or book debts therein mentioned against the creditors of Canadian General Transit Company, Limited or preventing such creditors from obtaining payment of any claim against the said Canadian General Transit Company, Limited.

  
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SWORN TO BEFORE ME  
in the City of Montreal  
this 21<sup>st</sup> day of January, 1980.



\_\_\_\_\_  
A Notary Public in and for  
the Province of Quebec