

# Canadian Pacific

RECORDATION NO. 8840-C Filed 1425

February 17, 1984

FEB 24 1984 - 12:20 PM

## INTERSTATE COMMERCE COMMISSION

Secretary  
Interstate Commerce Commission  
Washington, D.C.

*2/24/84*  
Date 2/24/84  
Fee \$ 10.00  
ICC Washington, D.C.

Dear Sir:

Re: Canadian Pacific Limited  
8½% Equipment Trust Certificate  
due December 20, 1993

This refers to the Equipment Trust Agreement between Montreal Trust Company and the Royal Trust Company, the Lease between the Royal Trust Company and Canadian Pacific Limited and the Assignment of Lease and Agreement between the Royal Trust Company and the Montreal Trust Company, all dated as of May 1, 1977, and recorded with the United States Interstate Commerce Commission on May 31, 1977, at 1:35 p.m., Recordation Nos. 8840-B, 8840 and 8840-A, respectively.

An Agreement between the Royal Trust Company and Canadian Pacific Limited, and Assumption and Confirmation of Assignment between Montreal Trust Company, the Royal Trust Company and Canadian Pacific Limited, both dated as of November 1, 1978, have been filed as well with the United States Commerce Commission on November 29, 1978. Recordation Nos. 9873 and 9873-A.

It has become necessary to replace certain destroyed equipment with other appropriate equipment. Consequently, a Supplemental Agreement dated as of February 17, 1984, has been executed by Montreal Trust Company and Canadian Pacific Limited for that purpose.

Transmitted herewith are three original counterparts (two for the Commission's files and

J P T Clough  
Vice-President

*Handwritten notes:*  
- *Should be signed*  
- *10*

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 February 17, 1984, 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.

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

Montreal Trust Company  
P.O. Box 1900, Station B  
MONTREAL, Quebec.  
H3B 3L6

Canadian Pacific Limited  
910 Peel Street  
MONTREAL, Quebec.  
H3C 3E4

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

Yours truly,



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

FEB 24 1984 :12:50 PM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL AGREEMENT dated as of the 17th day of February, 1984, by and between MONTREAL TRUST COMPANY, a corporation organized under the laws of the Province of Quebec, Canada, 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 Trustee and the Royal Trust Company (hereinafter called "Royal") entered into an Equipment Trust Agreement dated as of May 1, 1977 (hereinafter called the "Trust Agreement"), whereby security title to railroad equipment described in Schedule A thereto (hereinafter called the "Equipment") was transferred to the Trustee as security for the obligations of Royal thereunder and of the Company under the Lease dated as of May 1, 1977 by and between Royal and the Company (hereinafter called the "Lease"), and the Lease was assigned by Royal to the Trustee as security for the obligations of Royal under the Trust Agreement pursuant to an Assignment of Lease and Agreement dated as of May 1, 1977 between Royal and the Trustee (hereinafter called the "Lease Assignment"); and

WHEREAS the Trust Agreement, the Lease and the Lease Assignment, were filed with the Interstate Commerce Commission on May 31, 1977, at 1:35 p.m., in accordance with Section 20c of the Interstate Commerce Act, and bear Recordation Nos. 8840-B, 8840 and 8840-A respectively, and were deposited in the office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on May 27, 1977, at 1:20 p.m. and a financing statement in respect thereof registered under the Personal Property Security Act (Ontario); and

WHEREAS by Agreement dated as of November 1, 1978 by and between Royal and the Company, an Owner Trust Agreement dated as of May 1, 1977 by and between J.P. Morgan Interfunding Corporation and Royal and the Lease between Royal and the Company were both

confirmed to be terminated and revoked as of November 1, 1978, and Royal was discharged and freed of any further liability under the Trust Agreement, except as specified therein, with the Company assuming all of the duties and obligations of Royal under the said Owner Trust Agreement, the Lease and the Trust Agreement; and

WHEREAS said Agreement dated as of November 1, 1978 by and between Royal and the Company was filed with the Interstate Commerce Commission on November 29, 1978 at 2:45 p.m., Recordation No. 9873; and

WHEREAS by Assumption and Confirmation of Assignment dated as of November 1, 1978 among the Trustee, Royal and the Company, Royal did assign, transfer and set over unto the Company, its successors and assigns all right, title and interest of Royal in and to the Equipment and the Trust Agreement; and

WHEREAS the Assumption and Confirmation of Assignment dated as of November 1, 1978 was filed and recorded with the United States Interstate Commerce Commission on November 29, 1978 at 2:45 p.m., Recordation No. 9873-A; and

WHEREAS the Company desires to sell, assign and transfer or cause to be sold, assigned and transferred to the Trustee additional equipment the aggregate final cost or fair value of which, whichever is less, will be at least \$27,729.00 being the fair value of equipment subject to the Trust Agreement that has been destroyed.

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 for the holders of the Trust Certificates under the Trust Agreement the following equipment:

<u>No. of Cars</u>	<u>Number and Description</u>	<u>Fair Value Per Unit</u>	<u>Aggregate Fair Value</u>
1	100-ton 4550 cubic feet capacity, steel covered hopper, four sliding doors trough hatch CP384996	\$46,697.73	\$46,697.73
1	TOTAL		<u>\$46,697.73</u>

2. That 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 conditions thereof.

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.

MONTREAL TRUST COMPANY

Trustee,

CORPORATE SEAL  
ATTEST

*W. H. Corn*

Trust Officer

By:

*[Signature]*

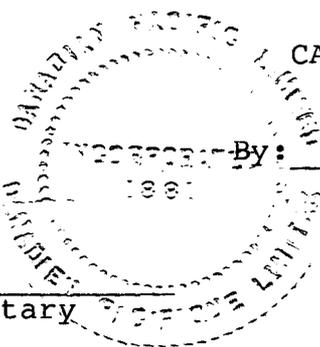
Its:

*Louise Beaulieu*

CANADIAN PACIFIC LIMITED

CORPORATE SEAL  
ATTEST

*R. B. Luch*  
Assistant Secretary



By:

*J. P. T. Lough*  
Vice-President  
Finance and Accounting



CHAMBER OF NOTARIES OF QUEBEC

PROVINCE OF QUEBEC
CANADA

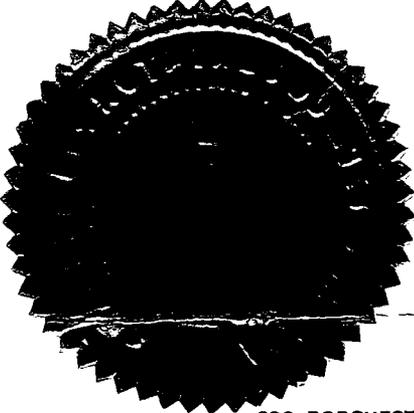
I, DANIELLE LORD, Secretary of the Chamber of Notaries of Quebec, Canada, said Chamber having its Seat, in the City of Montreal, organized under the laws of said Province of Quebec, and being the sole and only Chamber of Record for all Notaries in said Province, said Chamber having a seal, the whole 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: " Andre 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 first day of February one thousand nine hundred and eighty-four.



Danielle Lord (handwritten signature)

DANIELLE LORD Secretary

PROVINCE )  
STATE OF QUEBEC )  
DISTRICT ) ss:  
COUNTY OF MONTREAL )

On this 6th day of February , 1984, before me personally appeared W. John Commm , to me personally known, who, being by me duly sworn, says that he is the Corporate Trust Officer of MONTREAL TRUST COMPANY, 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.

(Notarial Seal)

Paul Anthony Lemay Notary  
Notary

My commission ~~expires~~ IS FOR LIFE.

PROVINCE OF QUEBEC )  
CITY OF MONTREAL ) ss:

On this 1st day of February , 1984, before me personally appeared R.E. Church , to me personally known, who, being by me duly sworn, says that he is a Assistant Secretary 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.

(Notarial Seal)

André H. ...  
Notary