

2-126A001

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RECORDATION NO. 13660-B FILED 1425

MAY 5 1992 -9 10 AM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 13660-C FILED 1425

MAY 5 1992 -9 10 AM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 13660-D FILED 1425

MAY 5 1992 -9 10 AM

INTERSTATE COMMERCE COMMISSION

May 5, 1992

Recordation No. 13660

\$48.00 filing fees

Dear Mr. Strickland:

On behalf of Confederation Leasing Limited, I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, executed counterparts of three secondary documents, not previously recorded, entitled:

1. Acknowledgment of Lease Amendment, effective 13660-B  
January 1, 1988, acknowledgment made as of  
March 31, 1992 ("Amendment");
2. Assignment of Lease, made as of January 1, 1992 -13660-C  
("Greyvest Assignment");
3. Assignment of Lease, made as of March 31, 1992 13660-D  
("Canada Lease Assignment").

1. The parties to the Amendment are:

Greyvest Leasing, Inc. - Lessor  
 Suite 1300  
 20 Adelaide Street East  
 Toronto, Ontario M5C 2T6  
 Canada

Canadian Pacific Limited - Lessee  
 Suite 918  
 40 University Avenue  
 Toronto, Ontario M5J 1T1  
 Canada

MAY 5 9 05 AM '92  
MOTOR OPERATING UNIT

*Counter Part - G. H. Hamlin*

A short summary of the Greyvest Assignment to appear in the ICC Index is as follows:

“Covers units in Lease, as amended”

Please also index the Greyvest Assignment under the name of the Assignee, Canada Lease Financing (Western) Ltd. in the “Vendee” Index Book (“white pages”).

3. The parties to the Canada Lease Assignment are:

Canada Lease Financing (Western) Ltd. - Assignor  
Suite 1300  
20 Adelaide Street East  
Toronto, Ontario M5C 2T6  
Canada

Confederation Leasing Limited - Assignee  
321 Bloor Street East  
Toronto, Ontario M4H 1H1  
Canada

The Canada Lease Assignment sells, transfers, conveys and assigns to Assignee all right, title and interest of Assignor in, to and under that certain Lease, as amended, filed and recorded under Recordation No. 13660.

The Canada Lease Assignment should be recorded under Recordation No. 13660-D .

The equipment covered by the Canada Lease Assignment is as covered by the Lease under Recordation No. 13660, as amended.

A short summary of the Canada Lease Assignment to appear in the ICC Index is as follows:

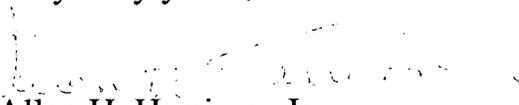
“Covers units in Lease, as amended”

Please also index the Canada Lease Assignment under the name of the Assignee, Confederation Leasing Limited in the “Vendee” Index Book (“white pages”).

Enclosed are checks in the total amount of forty eight dollars (\$48.00) in payment of the filing fees.

Once the filings have been made, please return to bearer the stamped counterpart(s) of the documents not required for filing purposes, together with the fee receipt, the letter from the ICC acknowledging the filings and the two extra copies of this letter of transmittal.

Very truly yours,

  
Allen H. Harrison, Jr.  
Attorney for Confederation  
Leasing Limited for the purpose  
of this filing

The Honorable Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423  
Enclosures

BY HAND

13669-C

RECORDATION NO. 13669-C FILED 1425

MAY 5 1992 -9 10 AM

ASSIGNMENT OF LEASE

INTERSTATE COMMERCE COMMISSION

**THIS ASSIGNMENT** is made this 31st day of March, 1992 with effect as of the 1st day of January, 1992.

**BETWEEN:**

**GREYVEST LEASING INC.,**  
a corporation incorporated under the laws of Canada

(hereinafter called the "Assignor")

OF THE FIRST PART,

- and -

**CANADA LEASE FINANCING (WESTERN) LTD.,**  
a corporation incorporated under the laws of Alberta

(hereinafter called the "Assignee")

OF THE SECOND PART.

**WHEREAS**

A. North American Car Corporation ("NACC") entered into a Lease of Railroad Equipment dated April 1, 1975 between NACC, as lessor, and Canadian Pacific Limited, as lessee, (the "Lease") providing for the lease of 594 railroad hopper cars ("Railcars").

B. By Assignment of Lease dated March 31, 1982 between NACC, as assignor, and Manufacturers Hanover Leasing Canada Limited ("MHLCL"), as Assignee, NACC transferred, assigned and sold to MHLCL all of its right, title and interest in and to 574 Railcars (the others having been lost, stolen, destroyed or otherwise removed from service) and all of its right, title and interest to and under the Lease.

C. By Agreement of Purchase and Sale of Lease dated November 1, 1983, a copy of which is attached as Exhibit A, between Manufacturers Hanover Bank of Canada ("MHB"), (formerly, MHLCL), as vendor, and Manufacturers Hanover Leasing (Canada) Inc. ("MHLCI") as purchaser, MHB assigned, transferred and sold to MHLCI all of its right, title and interest in and to the Railcars and all of its right, title and interest to and under the Lease.

D. On or about June 30, 1988, Greyvest Financial Services Inc. purchased the outstanding shares of MHLCI which subsequently changed its name to Greyvest Equipment Leasing Inc.

E. The Lease was amended by a Lease Amending Agreement dated January 1, 1988 between Greyvest Equipment Leasing Inc. (formerly, MHLCI) and Canadian Pacific Limited (the "Lessee") amending the Lease in respect of 563 Railcars (the others having been lost, stolen, destroyed or otherwise removed from service) to extend its term and provide the Lessee with an option to purchase the Railcars.

F. On January 1, 1990, Greyvest Equipment Leasing Inc. amalgamated with Greyvest Leasing Inc. to form Greyvest Leasing Inc. ("Greyvest").

G. The Assignor, and the Assignee have entered into a Railcar Purchase and Lease Assignment Agreement dated as of January 1, 1992 (the "Purchase Agreement");

H. Greyvest sold to the Assignee and the Assignee purchased from Greyvest as of and from January 1, 1992, 553 railroad hopper cars leased to Canadian Pacific Limited.

**THIS ASSIGNMENT WITNESSES** that in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration (the receipt whereof is hereby acknowledged), the Assignor hereby sells, transfers, conveys and assigns to the Assignee, its successors and assigns, absolutely, as of the date hereof, all of the Assignor's right, title and interest in and to and the benefit of:

- (i) the Lease (as defined in the Purchase Agreement) and any amendments thereto and any promissory notes, guarantees or other evidences of indebtedness collateral thereto;
- (ii) all present and future rentals and all other moneys due or to become due under the Lease commencing January 1, 1992 (including any payments from the Lessee or any other source which indemnify for the termination of the Lease or the destruction, loss, damage, confiscation or removal from service of any of the Railcars);
- (iii) the benefit of all covenants and all waivers, releases, indemnities and other obligations of the Lessee under the Lease; and

(iv) all other rights and remedies under the Lease.

**THE ASSIGNOR** agrees that all amounts received by it after the date hereof in connection with the Lease shall be held by it in trust for and shall be forthwith paid over to the Assignee without any requirement of notice or demand.

**THIS ASSIGNMENT** and everything herein contained shall enure to the benefit of and be binding upon the successors and assigns of the Assignor and the Assignee.

**THIS ASSIGNMENT** is governed by the laws of the Province of Ontario and is delivered pursuant to the Purchase Agreement. Capitalized terms when used herein and not defined shall have the same meaning ascribed to them in the Purchase Agreement.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed by its duly authorized officers in that behalf on the date first above written.

**GREYVEST LEASING INC.**

Per: PK

Per: Smiley

EXHIBIT A

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT made the 1st day of November, 1983.

B E T W E E N:

MANUFACTURERS HANOVER BANK OF CANADA,  
a bank under the Bank Act

(hereinafter referred to as the "Vendor")

OF THE FIRST PART

- and -

MANUFACTURERS HANOVER LEASING (CANADA) INC.,  
a company incorporated under the laws of  
Canada

(hereinafter referred to as the "Purchaser")

OF THE SECOND PART

WHEREAS the Vendor desires to sell to the Purchaser and the Purchaser desires to purchase from the Vendor as and from the Effective Date hereinafter referred to certain leased assets now owned by the Vendor.

NOW THEREFORE this Agreement witnesseth that, for the consideration hereinafter set forth, the Vendor and the Purchaser hereby agree as follows:



ARTICLE I

DEFINITIONS

1.01 Definitions - In this Agreement, unless the context otherwise requires:

"Effective Date" means 12:01 a.m. on November 1, 1983;

"Assets" means:

- (a) all the right, title and interest of the Vendor in the equipment and other personal property subject to the Leases, including all rights of the Vendor under the Leases in respect of such equipment and personal property and all rights to proceeds and income therefrom on and after the Effective Date; and
- (b) all right, title and interest of the Vendor in all guarantees, recourse agreements, warranties and insurance and other contracts in respect of amounts payable under the Leases or the equipment or other personal property subject thereto.

"Leases" means the leases of and similar interests in equipment and other personal property described or set forth in Schedule "A" hereto , including all amendments and additions thereto as at the Effective Date.

"Lease Obligations" means the obligations, if any, of Vendor under or in respect of the Leases and the equipment and other personal property subject thereto.

"Tax Act" means the Income Tax Act (Canada).

## ARTICLE II

### Agreement of Purchase and Sale

2.01 Purchase and Sale - The Vendor hereby sells, assigns and transfers to the Purchaser and the Purchaser hereby purchases from the Vendor on the Effective Date the Assets and the Purchaser hereby assumes the Lease Obligations on and after the Effective Date on the terms and conditions and for the consideration hereinafter set forth.

2.02 Subject to Section 2.04, the amount of the consideration paid by the Purchaser to the Vendor for the Assets shall be satisfied by:

- (a) the assumption by the Purchaser as of the Effective Date of the Lease Obligations;
  - (b) the issuance by the Purchaser to the Vendor of one (1) common share without par value of Purchaser; and
  - (c) the delivering by the Purchaser to the Vendor of a promissory note or other acknowledgement of indebtedness, payable on demand, in the amount of \$20,487,218.53, with interest at the rate from time to time determined by the Vendor, in form satisfactory to the Vendor.
- 

2.03 The Purchaser hereby subscribes for the said one common share without par value in the capital of the Vendor, as part of consideration for the Assets. The Purchaser and Vendor agree that the value of the consideration attributable to such common share for the purposes hereof shall be one dollar (\$1.00).

2.04 In no event shall the fair market value on the Effective Date of the consideration (other than the common share of the Purchaser or the right to receive such share) to be paid by the Purchaser for the Assets, exceed the lesser of (1) the fair market value of the Assets on the Effective Date and (2) the "cost amount" of the Assets to the Vendor on the Effective Date for the purposes of the Tax Act. The consideration to be paid by the Purchaser for each asset shall include a fraction of one common share of the Purchaser.

2.05 The Vendor shall hold in trust and account to the Purchaser for any income and proceeds received by the Vendor in respect of the Assets for the period on and after the Effective Date.

### ARTICLE III

#### Tax Matters

3.01 Election - The parties hereto shall jointly complete and file an election under subsection 85(1) of the Tax Act



in the prescribed form in respect of the transfer of the Assets described herein, specifying such amounts as may be the proceeds of disposition to the Vendor and the cost to the Purchaser of such assets for the purposes of the Tax Act. In addition, the parties hereto may, in their discretion, jointly complete and file any similar election in the prescribed form as may be permitted under the provisions of Section 406 of the Taxation Act (Quebec).

ARTICLE IV

Covenants

4.01 Vendor Covenants - The Vendor represents and warrants that it is now and will be on the Effective Date the absolute owner by good and marketable title, free and clear of all encumbrances save and except for the Leases, of the Assets with full authority to sell the same to the Purchaser as herein provided. The warranty given by this section 4.01 shall survive the Effective Date and shall continue in full force and effect thereafter.

4.02 Transfer of Contracts - The Vendor agrees to apply its best efforts to obtain any consents required to the transfer of any contracts constituting part of the Assets hereunder assigned to the Purchaser or, alternatively, to obtain novations of such contracts in the name of the Purchaser.

PB

Until such consents to such assignments are received or until novation or in the event that such consents or novations are not obtainable, the Vendor shall hold such contracts in trust for the benefit of the Purchaser.

4.03 Further Assurances and Co-operation - The parties will from time to time and at all times hereafter make, do and execute or cause and procure to be made, done and executed all such further acts, deeds, conveyances, consents and assurances as may be required to carry out the intent of this Agreement including the agreements referred to herein.

## ARTICLE VI

### General

5.01 Bulk Sales Waiver - The parties hereby waive compliance with the provisions of the Bulk Sales Act (Ontario), and similar legislation in other provinces to the extent they may be applicable.

5.02 Time of the Essence - Time shall be of the essence of this Agreement.

5.03 Successors and Assigns - This agreement has been executed by each of the parties hereto after all legal prerequisites for the execution hereof have been fully complied with and shall be binding upon and shall enure to the benefit

of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under the hands of their duly authorized officers on the date first hereinbefore mentioned.

MANUFACTURERS HANOVER BANK OF CANADA

Per:  \_\_\_\_\_

Per: \_\_\_\_\_

c/

MANUFACTURERS HANOVER LEASING (CANADA) INC

Per:  \_\_\_\_\_

c/



PROVINCE OF ONTARIO

CITY OF TORONTO

) In the matter of an  
) Assignment of Lease  
) between Greyvest Leasing  
) Inc. and Canada Lease  
) Financing (Western) Ltd.  
) made March 31, 1992

On this 31st day of March, 1992, before me personally appeared Leonard J. Micallef to me personally known, who, being by as duly sworn, says that he is the Senior Vice-President of Greyvest Leasing Inc., that said instrument was signed and on behalf of said Corporation with due authority, that he signed the said instrument on March 31, 1992 on behalf of said Corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

  
\_\_\_\_\_  
Notary Public in and for the  
Province of Ontario

(Notarial Seal)

GWJ NOTARY2D:VWCORP