



Building 1, 7550 Ogden Dale Road SE  
Calgary, Alberta Canada T2C 4X9  
T 1-800-766-7912

March 26, 2020

Re: PRIVATE CROSSING LOCATED AT MILE (41.47) ON THE BREDENBURY SUBDIVISION, IN/NEAR (TRANS CANADA HWY – WEST OF 139 ROAD W.), IN THE PROVINCE OF (MANITOBA) WHICH ACCESSES YOUR PROPERTY(S).

Dear Mr. [REDACTED]

Canadian Pacific Railway (CP) has been reviewing their record files and databases for information pertaining to public and private at grade rail crossings throughout Canada. This review has identified an incomplete number of records with regards to rail crossing user agreements between private crossing owners and CP.

Also in conjunction with the above review, a communications plan (see Part II of this info package) has been developed to advise the responsible parties of 8,877 rail crossings of Transport Canada's new regulations and standards for all at grade rail crossings.

This letter is to inform you that the private rail crossing at the location described above, has been identified as a rail crossing that is in use with no apparent agreement between yourself, the responsible crossing owner, and CP. If our records are in error, please supply to the undersigned a copy of your existing private crossing agreement.

If an agreement has not been previously established, then please complete the attached private crossing application form, private crossing agreement form, and supply the required documentation before returning to the undersigned for final approval.

A Private Crossing Agreement with CP, along with the anticipated Transport Canada's crossing compliance upgrades will provide you with the authorised continued use and enhanced safety of your private at grade rail crossing.

Regards,



**Andy Pfeifer, R.E.T., A.Sc.T.**  
Coordinator, Crossing Compliance  
Public Works Engineering  
Building 1  
7550 Ogden Dale Rd. SE  
Calgary, Alberta T2C 4X9  
T 403-319-7034  
andy\_pfeifer@cpr.ca



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T 1-800-766-7912

March 26, 2020

Re: PART II – TRANSPORT CANADA'S NEW REGULATIONS AND STANDARDS

PRIVATE CROSSING LOCATED AT MILE (41.47) ON THE BREDENBURY SUBDIVISION, IN/NEAR (TRANS CANADA HWY – WEST OF 139 ROAD W.), IN THE PROVINCE OF (MANITOBA) WHICH ACCESSES YOUR PROPERTY(S).

The purpose of this letter is to:

- A. Confirm that you are the Responsible Party for the above-noted subject crossing;
- B. Inform you about Transport Canada's new *Grade Crossings Regulations* ("GCR") and associated *Grade Crossings Standards* ("GCS"), which came into effect in late 2014; and
- C. Inform you about the findings from the recent crossing assessment that was completed at the above noted subject crossing.

A. Responsible Party

In order to confirm that you are the Responsible Party for the above described rail crossing, CP asks that you complete the form (Appendix A) included, and return it to the undersigned via e-mail or regular post at the addresses noted below by April 30, 2020.

Once the at grade crossing compliance upgrades are completed by CP Rail work forces, an invoice will be generated and sent to you for payment instructions.

Please note, if CP does not receive a response to this letter, CP may proceed with the closure of the noted subject crossing.

B. New Regulations and Standards

The attached brochure provides more information regarding these grade crossings regulations and standards as general information:

- The GCR and GCS govern federally regulated public and private railway crossings across Canada. The regulations set out mandatory standards that all grade crossings must meet by November 28, 2021.
- Under the *Railway Safety Act* and the new GCR, railway companies and private authorities (e.g. landowners or private crossing agreement holders) have a shared responsibility for managing railway crossing safety at private crossings in Canada.

### C. Crossing Assessment Findings

To ensure that all crossings comply with the GCR by the November 2021 deadline, CP has been conducting assessments of all at-grade crossings on its network. As such, you may have noticed railway employees at the crossing taking measurements.

Based on information gathered to date, the subject crossing will require the following crossing compliance work:

Crossing Surface:	New Plank Structure(s) Estimated: \$689.00	Warning System:	Estimated \$N/A
Signage:	(2) Stop sign package Estimated: \$700.00	Other:	Estimated \$N/A
Road approach within CP Right-of-Way:	Granular Estimated: \$400.00	Other:	Estimated \$N/A
Sightlines:	Estimated \$N/A	Compliance – Crossing Inspection:	\$275.00

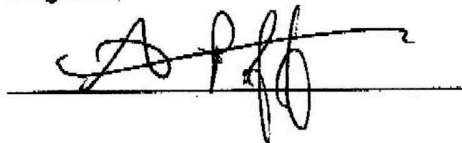
NOTE (1): Presently our inspectors have found that this crossing will require upgrading to meet Transport Canada's grade crossings regulations and standards. The estimated costs of upgrading this crossing is \$2,064.00.

The cost of construction and maintenance incurred by the Railway Company shall be borne by the responsible party as stated in Article 6 of the private crossing agreement between yourself and CP Rail.

NOTE (2): If you, as the responsible party, anticipate no further use of the subject private crossing, then please indicate this in Appendix A, and CP will make arrangements for the safe removal of this crossing.

Should you have questions or require additional information, the enclosed brochure includes resources and contact information for both CP and Transport Canada.

Regards,



**Andy Pfeifer, R.E.T., A.Sc.T.**  
Coordinator, Crossing Compliance  
Public Works Engineering  
Building 1  
7550 Ogden Dale Rd. SE  
Calgary, Alberta T2C 4X9  
T 403-319-7034  
andy\_pfeifer@cpr.ca

## Appendix A - Private Crossing Responsible Party Confirmation Sheet (Please Return)

Re: PRIVATE CROSSING LOCATED AT MILE (41.47) ON THE BREDENBURY SUBDIVISION, IN/NEAR (TRANS CANADA HWY - WEST OF 139 ROAD W.), IN THE PROVINCE OF (MANITOBA) WHICH ACCESSES YOUR PROPERTY(S).

### Responsible Party:

Are you the responsible party (owner)? Yes No Answer:

Your property location from the crossing? N S E W Answers:

Is this private crossing still required? Yes No Answer:

Provide current information of responsible party:

Print Name:	
Mailing Address:	
Phone #:	
Cell #:	
Email:	
Signature:	

Appendix B, below can be used to determine your recommended design vehicle used at this crossing.

### Design Vehicle

Under the regulations, private authorities and railways should identify "the design vehicle" that is used at each crossing to ensure the accuracy of the crossing assessment. The design vehicle is defined as the most restrictive (typically the largest or slowest) vehicle that is expected to regularly use the crossing. Identifying the correct design vehicle is important as it can affect various factors such as sightline requirements and the type of protection required at a crossing. The present designated design vehicle associated with this crossing has been set at (WB - 19). See Appendix B.

Is this the associated crossing design vehicle appropriate? Yes No Answer:

If No, What is your recommendation Answer:

Please return this completed **Appendix A** form to CP at the following address or email address:

**Andy Pfeifer, R.E.T., A.Sc.T.**  
Coordinator, Crossing Compliance  
Public Works Engineering  
Building 1  
7550 Ogden Dale Rd. SE  
Calgary, Alberta T2C 4X9

andy\_pfeifer@cpr.ca

## Appendix B: Design Vehicles

A design vehicle is the most restrictive vehicle that is expected to regularly use the grade crossing.

**NOTE:** If the design vehicle is not equivalent to any of those illustrated in the table below, please include the length and type of the specialty design vehicle which is in normal operation at the private grade crossing.

<b>Passenger Cars, Vans and Pickups (P) 5.6 m</b>	<b>Light Single-unit Trucks (LSU) 6.4m</b>
<b>Medium Single-unit Trucks (MSU) 10.0m</b>	<b>Heavy Single-unit Trucks (HSU) 11.5m</b>
<b>WB-19 Tractor-Semitrailers (WB-19) 20.7m</b>	<b>WB-20 Tractor-Semitrailers (WB-20) 22.7m</b>
<b>A-Train Doubles (ATD) 24.5m</b>	<b>B-Train Doubles (BTD) 25.0m</b>
<b>Standard Single-Unit Buses (B-12) 12.2m</b>	<b>Articulated Buses (A-BUS) 18.3m</b>
<b>Intercity Buses (I-BUS) 14.0m</b>	

**CANADIAN PACIFIC RAILWAY COMPANY  
AGREEMENT FOR PRIVATE CROSSING**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2020; **EFFECTIVE DATE,**

**BETWEEN:**

**CANADIAN PACIFIC RAILWAY COMPANY**  
(the "Railway Company")

**AND:**

[REDACTED]  
(the "Applicant")

**WHEREAS:**

- A. the Railway Company owns and operates a federal railway, including but not limited to rails, ties, tracks, roadbeds, railway facilities, and railway operations including the operation of freight trains, locomotives, railcars, railway machinery, vehicles and equipment (the "Railway System") on lands owned by the Railway Company (the "Lands");
- B. the Applicant has applied to the Railway Company for permission to construct, maintain and use a private crossing over and upon the Railway System and the Lands at Mile 3.81 on the Railway Company's Bredenburg Subdivision (the "Private Crossing");
- C. the Railway Company is prepared to grant the Applicant permission to construct, maintain and use the Private Crossing subject to the terms and conditions contained in this agreement.

**THIS AGREEMENT WITNESSES THAT** in consideration of the fees, covenants, agreements and conditions to be paid, observed and performed pursuant to this agreement, the parties agree as follows:

**ARTICLE 1 - GRANT OF PRIVATE CROSSING**

- 1.1 Subject to the conditions and limitations provided in this agreement, and subject to and in accordance with all laws, bylaws, regulations and orders of the Canadian Transportation Agency or other authority having jurisdiction, now made or which may be made after the date of this agreement in reference thereto, the Railway Company grants to the Applicant permission to use the Private Crossing for pedestrians and vehicular traffic over the Railway System and the Lands for the Term (herein defined) to enable the Applicant, its invitees, employees, contractors, servants and agents to obtain ingress to and egress from the property owned or occupied by the Applicant (the "Applicant's Lands") for the purpose of accessing the Applicant's residential and agricultural property, (the "Purpose") situated on the Applicant's Lands.
- 1.2 The Applicant covenants and agrees to use the Private Crossing solely for the Purpose and for no other purpose whatsoever.
- 1.3 The right to use the Private Crossing granted pursuant to paragraph 1.1 shall be so exercised as not to injure or cause to be injured, or interfere in any way with the Railway Company's use or operation of the Railway System and the Lands.
- 1.4 The right to use the Private Crossing granted pursuant to paragraph 1.1 shall be subject to the right of the Railway Company or any of its officers, employees, agents, contractors, invitees and licensees to pass and



repass, with or without vehicles and equipment, upon the Private Crossing. Without limiting the generality of the above right, the Applicant acknowledges and agrees that the Railway Company shall be entitled to use and occupy the Private Crossing in common with the Applicant to the extent which the Railway Company may, in its sole and absolute discretion, deem necessary.

#### **ARTICLE 2 - TERM**

- 2.1 This agreement shall continue and be in force for a period of **one (1) year effective** on and from the **Effective Date**, and shall automatically renew for consecutive **one (1) year periods** from year to year thereafter, unless terminated in accordance with this section.
- 2.2 In this agreement "Term" means the initial term of the agreement and any renewal of it pursuant to paragraph 2.1.
- 2.3 Either party may terminate this agreement at any time upon giving the other party thirty (30) days written notice of that termination.
- 2.4 The Railway Company may terminate this agreement at any time without notice if the Applicant fails to observe or perform any of the covenants or agreements in this agreement to be observed or performed by the Applicant.

#### **ARTICLE 3 - CROSSING FEE**

- 3.1 In consideration of the permission granted by the Railway Company to use the Private Crossing, the Applicant shall pay to the Railway Company the sum of **Three Hundred Fifty Dollars per annum plus applicable Federal and Provincial sales taxes** in advance, on the **Effective Date** in each year of the Term (the "Crossing Fee"); provided that the Railway Company may at any time and from time to time review the Crossing Fee payable by the Applicant and may, in its sole discretion, adjust the Crossing Fee payable for the next ensuing year of the Term upon giving ninety (90) days written notice to the Applicant prior to the commencement of the next ensuing year of the Term.
- 3.2 The Applicant shall pay to the Railway Company any value added, sales, goods and services, or similar tax which may be imposed on the Crossing Fee pursuant to any federal or provincial legislation which is or may be enacted.

#### **ARTICLE 4 - COVENANTS OF THE APPLICANT**

The Applicant covenants with the Railway Company that it shall:

- 4.1 exercise all due care and attention and not injure or cause to be injured, or interfere in any way with the Railway Company's use or operation of the Railway System and the Lands and only cross when safe to do so;
- 4.2 not do, suffer or permit any act or neglect which may in any manner, directly or indirectly, cause injury or damage to the Private Crossing, the Railway System, or to the Lands;
- 4.3 not do or permit anything to be done which may result in any policy of insurance on all or part of the Private Crossing becoming void or being able to be voided;
- 4.4 observe and fully comply with all laws, regulations and orders in force or which come into force during the Term of this Agreement in the use of the Private Crossing;
- 4.5 not permit waste, refuse, silt or any other foreign material, which may be the result of road or crossing construction, to be deposited or accumulate on the Lands. The Applicant shall notify the Railway Company (it's flagman, or in the absence of a flagman call the Railway Company's local representative) if it becomes aware of debris, silt or other materials that have been deposited on the Lands which may endanger train operations.

- 4.6 notify the Railway Company immediately of any damages, nuisances, malfunctions or obstructions occasioned in the use of the Private Crossing;
- 4.7 notify the Railway Company if the Private Crossing will be used by machinery or equipment other than contemplated in Section 1.1 and fully comply with any special procedures or requirements as the Railway Company may reasonably specify to ensure the safe passage such machinery or equipment;
- 4.8 be responsible to construct, maintain and repair, at its expense, suitable approaches to the Lands, including drainage structures that may be required to direct drainage away from the Private Crossing and the Lands, on the Applicant's Lands (the Railway Company may, at its option, require the Applicant to complete any necessary work associated with the grading of approaches, installation and maintenance of culverts, ditches and drainage structures, to the Railway Company's satisfaction);
- 4.9 make no claim or demand against the Railway Company or any of its employees for any injury, including injury resulting in death, loss or damage to property sustained by the Applicant, its invitees, employees, contractors, servants, agents and licensees or by any other person or corporation, which claim or demand is based upon, arises out of or is connected with this agreement or anything done or maintained or not done or maintained as required under this agreement and waives as against the Railway Company and its employees all such claims or demands;

This waiver shall apply notwithstanding that such claims, demands, injuries, death, loss, or damages are caused or contributed to by the Railway Company or its employees; and

- 4.10 indemnify and save harmless the Railway Company, its invitees, employees, contractors, servants, agents and licensees from and against any and all loss, damage and claims, including without limitation

- (a) claims under workers' compensation legislation;
- (b) demands, awards, judgments, actions and proceedings by whomsoever made, brought or executed in respect of loss or damage to, or destruction of property or personal injury, including death;
- (c) loss of, damage to, or destruction of property, including the Railway Company's property; and
- (d) all fines, expenses, costs and losses (including loss of income), suffered, incurred or sustained by the Railway Company

arising out of or connected with this agreement or anything done or maintained under this agreement or anything not done or maintained as required under this agreement whether or not such loss, damage or claim is contributed to or caused by the negligence of, or any act or omission of, the Railway Company, its employees, agents, contractors, representatives, or anyone for whose acts the Railway Company may be liable.

- 4.11 The covenants contained in paragraphs 4.9 and 4.10 shall survive the expiry or earlier termination of this agreement.

## ARTICLE 5 - INSURANCE

Applicant shall, at its own expense, obtain and maintain during the Term, in a form and with an insurance company satisfactory to Railway Company:



- 5.1 **Commercial General Liability** insurance with an inclusive limit of not less than **Five Million Dollars (\$5,000,000)** per occurrence for bodily injury and property damage. Such insurance shall specifically state by its wording or by endorsement:
- (a) Railway Company and its associated or affiliated companies (and the directors, officers, employees, agents and trustees of all of the foregoing) as an additional insured with respect to obligations of the Applicant under this Agreement and incidental thereto;
  - (b) "cross liability" or "severability of interest" clause which shall have the effect of insuring each entity named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each;
  - (c) products & completed operations;
  - (d) blanket contractual liability, including the insurable liabilities assumed by the Applicant under this Agreement; and
  - (e) shall not exclude operations on or in the vicinity of the railway right of way.
- 5.2 **Automobile Liability** insurance covering bodily injury and property damage in an amount not less than **Two Million Dollars (\$2,000,000)** per accident, covering the ownership, use and operation of any motor vehicles and trailers which are owned, leased or controlled by the Applicant and used in regards to this Agreement. Applicant shall ensure all Automobiles utilizing the Private Crossing comply with this requirement. For the purposes of this Section 4.2, "Automobile" means a land motor vehicle, trailer or semi-trailer, snowmobile, atv or motorcycle that is required by law to be insured under a contract evidenced by a motor vehicle liability policy, or any vehicle insured under such contract, including any attached machinery or equipment.
- (collectively, the "Insurance Coverage").
- 5.3 The Insurance Coverage shall be endorsed to provide Railway Company with not less than thirty (30) days written notice in advance of cancellation.
- 5.4 The acquisition and maintenance of insurance policies by Applicant shall in no manner limit or restrict the liabilities incurred by Applicant under the provisions of this Agreement.
- 5.5 The insurance coverage required to be maintained pursuant to this Agreement shall be primary and not excess of any other insurance that may be available. Unless otherwise provided above, all insurance coverage shall take place in the form of an occurrence basis policy and not a claims made policy.
- 5.6 Applicant shall waive any and all subrogation in the event of injury, death, losses, incidents, claims and potential claims where permissible under the insurance policies required under this insurance schedule.
- 5.7 Applicant shall, prior to the effective date of this Agreement, and upon the insurance renewal date thereafter, furnish to Railway Company Certificates of Insurance evidencing the above coverages by email to [cprail@ebix.com](mailto:cprail@ebix.com). Upon request, Applicant shall provide Railway Company with certified copies of the insurance policies. Such insurance policies shall be sent by registered mail to the specific attention of: Risk Management, Canadian Pacific Railway Company, 7550 Ogden Dale Road SE, Calgary, AB T2C 4X9.
- 5.8 Railway Company shall have no obligation to examine such certificate(s) or to advise Applicant if its insurance coverage is not in compliance with this Agreement. Acceptance of any certificate(s) which are not compliant with the requirements set out herein shall in no way whatsoever imply that Railway Company has waived its insurance requirements.
- 5.9 Applicant shall provide Railway Company with written notice and all reasonable particulars and documents related to any damages, losses, incidents, claims, and potential claims concerning this Agreement as soon as practicable after the damage, loss, incident, or claim has been discovered. Applicant is responsible for any deductible and excluded loss under any insurance policy. The deductible in any insurance policy shall not exceed such maximum amount that a reasonably prudent business person would consider reasonable.
- 5.10 If the Applicant fails to maintain the insurance required under this Agreement, Railway Company may at its option, terminate this Agreement.

- 5.11 Railway Company has the right to require Applicant to obtain additional insurance where, in Railway Company's reasonable opinion, the circumstances so warrant.

#### **ARTICLE 6 - CONSTRUCTION USE AND MAINTENANCE**

- 6.1 All construction and maintenance work on the Private Crossing shall be carried out by the Railway Company.
- 6.2 All costs and expenses incurred by the Railway Company in connection with the construction, maintenance and use of the Private Crossing shall be borne by the Applicant, including without limitation the cost of placing and maintaining such crossing protection as the Railway Company, in its sole and absolute discretion deems necessary from time to time. Such crossing protection may include, but is not limited to, gates, automatic crossing protection devices such as automatic gates, lights, bells, warning signs and a flagperson. A "flagperson" shall be an employee of the Railway Company employed to flag trains or vehicular traffic. The Applicant agrees to strictly follow any instructions of the Flag person.
- 6.3 If at any time during the continuance of this agreement it is determined by the Railway Company that changes or upgrades to the crossing protection are required to meet Transport Canada's safety and/or operating standards or requirements, the Railway Company shall advise the Applicant providing the relevant details so the Applicant may fully assess the changes required. The Applicant shall be responsible for all costs of such changes or upgrades.
- 6.4 The Applicant shall pay to the Railway Company those costs and expenses incurred by the Railway Company as noted in paragraph 6.2 and 6.3 above, immediately upon receipt of certified accounts from them on the basis of cost plus labour overheads, material handling costs and equipment rentals as may from time to time be applicable and as set by the "Guide to Railway Charges for Crossing Maintenance and Construction published by the Canadian Transportation Agency and its successors.
- 6.5 Upon the expiration or earlier termination of this agreement, without expense to the Railway Company, the Applicant shall remove all gates and fence structures from the crossing access openings, and replace with fences of the same style and character as the existing right of way fences of the Railway Company in the immediate vicinity and restore the Railway Company's Lands to a condition satisfactory to the Railway Company; provided that the Railway Company may, at its option, perform such work at the risk and expense of the Applicant and in either case the conditions embodied in paragraphs 4.9 and 4.10 and Article 5 will remain applicable and effective until such time as all work to be performed by or at the risk and expense of the Applicant as provided for in this paragraph has been carried out to the entire satisfaction of the Railway Company.
- 6.6 In the event of an emergency or situation that requires temporary closure for safety reasons, the Railway Company will have the ability to temporarily close the Private Crossing until the emergency or situation is cleared and/or remedied. (examples include: a vehicle accident at the Private Crossing, track outage, debris on Private Crossing endangering train operations). The Railway Company will advise the Applicants when such closure is no longer required. The Railway Company may also temporarily close the Private Crossing in the event that the Applicant is not in compliance with requirements in this agreement and/or is endangering the safety of persons or railway operations, until such time as the Applicant has remedied such breach or unsafe conduct to the Railway Company's satisfaction. The Railway Company is not liable for any costs, losses or damages arising out of such temporary closure.

#### **ARTICLE 7 - INTEREST ON LATE PAYMENTS**

- 7.1 Each and every payment of monies accruing due under the provisions of this agreement by the Applicant to the Railway Company, will bear interest at the rate of two percent (2%) per month compounded monthly, equivalent to an effective annual rate of Twenty-Six point Eight percent (26.8%) from the date when it becomes payable under the terms of this agreement until it is paid, and the interest will accrue and be payable without the necessity of any demand for it being made.

## ARTICLE 8 - WAIVERS

- 8.1 The failure of the Railway Company to insist upon strict performance of any covenant or condition contained in this agreement or to exercise any right or option under this agreement will not be construed or operate as a waiver or relinquishment for the future of that covenant, condition, right or option and no waiver shall be inferred from or implied by anything done or omitted by the Railway Company.

## ARTICLE 9 - GENERAL PROVISIONS

- 9.1 The term "Applicant" means and includes, irrespective of gender and number, the party above designated or described and his, her, its and their executors, administrators and heirs.
- 9.2 Time is of the essence of this agreement.
- 9.3 The captions and article numbers appearing in the agreement are inserted for convenience only and do not affect the interpretation of it.
- 9.4 Wherever the singular or the masculine is used in this agreement it will be construed to mean the plural, or feminine, or the body politic or corporate, where the circumstances require.
- 9.5 This agreement is to enure to the benefit of, and is binding upon, the parties and their respective successors and permitted assigns.
- 9.6 If any provision in this agreement is for any reason held to be invalid, illegal or unenforceable in any respect, it is to be considered severable from this agreement, and the remaining provisions of this agreement will remain in full force and be binding upon the parties.
- 9.7 This agreement is to be governed by and in accordance with the laws of Manitoba.
- 9.8 This agreement may not be modified or amended except in writing signed by the parties.
- 9.9 The entire agreement between the parties is contained in this agreement, and no representations or warranties have been made by the Railway Company other than those expressed in this agreement, and no representations or warranties shall be binding upon the Railway Company unless made in writing and signed by the parties. This agreement supersedes and invalidates all prior agreements, understandings, negotiations, representations, warranties, whether oral or written, with respect thereto.
- 9.10 The right to use the Private Crossing granted pursuant to paragraph 1.1 are conferred upon the Applicant personally and shall not be assigned or transferred either in whole or in part to any person or corporation without the Applicant obtaining the prior written consent of the Railway Company, which consent may arbitrarily be withheld.
- 9.11 Any notice, demand or request which may be, or is required, to be given under this agreement will be sufficiently given or made if delivered or faxed to the party to whom it is given or made or if mailed, by prepaid registered mail, addressed as follows:

(a) if to the Railway Company addressed to:

**CANADIAN PACIFIC RAILWAY  
ENGINEERING - PUBLIC WORKS**  
7550 Ogden Dale Road SE  
Calgary, Alberta, Canada, T2C 4X9  
Phone: 403-319-7488

(b) if to the Applicant addressed to:



**MANITOBA, R0J 1Z0**

or at such other address as the parties may from time to time give notice in writing and any notice, demand or request so mailed will be deemed to have been given or made on the third business day following the day of mailing of the notice, demand or request, or if faxed or delivered will be deemed to have been given on the date of faxing or delivery.

**IN WITNESS OF WHICH** the parties have executed this agreement with effect as of the date first above written.

**CANADIAN PACIFIC RAILWAY COMPANY**

\_\_\_\_\_  
Authorized Signatory



\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Witness