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8618

RECORDATION NO. Filed & Recorded

8618-A

RECORDATION NO.

Filed & Recorded

DEC 20 1976 9 35 AM

DEC 20 1976 9 35 AM

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

December 17, 1976

Canadian National Railway Company

Dear Sirs:

Pursuant to Section 20c of the Interstate Commerce Act, I enclose herewith on behalf of Canadian National Railway Company for filing and recordation counterparts of each of the following documents:

Conditional Sale Agreement dated as of December 1, 1976, between each of General Motors of Canada Limited (Diesel Division) (hereinafter called "General Motors"), MLW Industries (Division of MLW Worthington Limited) (hereinafter called "MLW Industries") and Canadian National Railway Company.

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

1. Canadian National Railway Company,
P.O. Box 8108,
Montreal, Quebec H3C 3N3, Canada
2. General Motors of Canada Limited
(Diesel Division),
2021 Oxford Street,
P.O. Box 5160,
London, Ontario,
Canada.
3. MLW Industries (Division of MLW
Worthington Limited),
P.O. Box 1000,
Place d'Arnes,
Montreal, Quebec H2Y 3J7,
Canada.

M. C. C. C.
C. C. C. C.

RECEIVED
 DEC 20 9 32 AM '76
 I.C.C. OPERATION BR.
 FEE OPERATION BR.

6-355 P/10

Date 12-20-76

Fee \$ 50-

ICC Washington, D.C.

Also enclosed for filing and recordation are counterparts of the Agreement and Assignment dated as of December 1, 1976, between each of General Motors, MLW Industries and Mercantile-Safe Deposit and Trust Company, as Trustee. Said Agreement and Assignment is an assignment of the aforementioned Conditional Sale Agreement.

The equipment covered by the aforementioned documents consist of:

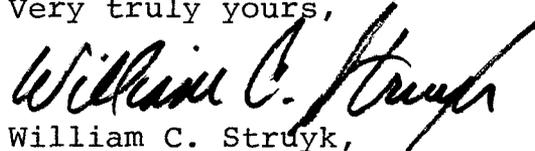
20 MLW 2000 h.p. Diesel Locomotives
20 GP-40 3000 h.p. Diesel Locomotives
15 GP-40 3000 h.p. Diesel Locomotives
15 SD-40 3000 h.p. Diesel Locomotives

Please cross-index each of the Conditional Sale Agreement and Assignment under the names of Canadian National Railway Company, Mercantile-Safe Deposit Company, General Motors and MLW Industries.

There is also enclosed a check payable to the Interstate Commerce Commission representing the fee for recording the Conditional Sale Agreement and Assignment.

Please stamp each counterpart of the enclosed documents and the three attached copies of this transmittal letter with your official recording stamp. You will retain two copies of each document and the original of this transmittal letter for your files. The remaining counterparts of each document and the three copies of this transmittal letter should be returned to the bearer of this letter.

Very truly yours,



William C. Struyk,
on behalf of
Canadian National Railway Company

Robert L. Oswald, Esq.,
Secretary,
Interstate Commerce Commission,
Washington, D.C. 20423

Encls.

D

BY HAND

8618-A
RECORDATION NO. Filed & Recorded

DEC 20 1976 -9 35 AM

MICHIGAN COMMERCE COMMISSION

AGREEMENT AND ASSIGNMENT

Dated as of December 1, 1976,

Between each of

GENERAL MOTORS OF CANADA LIMITED

(Diesel Division),

MLW INDUSTRIES

COMBARDIER

(Division of/~~MLW Worthington~~ Limited)

and

MERCANTILE-SAFE DEPOSIT AND TRUST

COMPANY

As Trustee

AGREEMENT AND ASSIGNMENT

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AGREEMENT AND ASSIGNMENT, dated as of December 1, 1976, between **MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY**, acting as Trustee under a Finance Agreement dated as of December 1, 1976 (hereinafter called the Finance Agreement) (said Trustee, so acting, being hereinafter called the Assignee), and each of **GENERAL MOTORS OF CANADA LIMITED (DIESEL DIVISION)** and **MLW INDUSTRIES (DIVISION OF ~~MLW W~~SON LIMITED)** (hereinafter individually called the Builder and collectively the Builders).

[Handwritten signature]
BOMBARDIER
[Handwritten initials]

WHEREAS, the Builders and Canadian National Railway Company (hereinafter called the Railroad), have entered into a Conditional Sale Agreement dated as of the date hereof (hereinafter called the Conditional Sale Agreement), covering the construction, sale and delivery, on the conditions therein set forth, by the Builders, severally, and the purchase by the Railroad of the railroad equipment described in Schedule A to the Conditional Sale Agreement (said equipment being hereinafter called the Equipment and the Equipment constructed, sold and delivered by each Builder being hereinafter sometimes called "such Builder's Equipment" or "its Equipment");

NOW, THEREFORE, THIS AGREEMENT AND ASSIGNMENT (hereinafter called this Assignment) WITNESSETH: That, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the Assignee to each Builder, the receipt of which is hereby acknowledged, as well as of the mutual covenants herein contained:

SECTION 1. Each Builder hereby assigns, transfers and sets over unto the Assignee, its successors and assigns:

(a) all the right, title and interest of such Builder in and to each unit of the Equipment when and as severally delivered to and accepted by the Railroad, subject to payment by the Assignee to such Builder of the amount required to be paid under Section 4 hereof;

(b) all the right, title and interest of such Builder in and to the Conditional Sale Agreement (except the right to construct and deliver its Equipment and the right to receive the payments specified in the third paragraph of Article 3 thereof and in subparagraph (a) of the third paragraph of Article 4 thereof and the penultimate paragraph of Article 15 thereof and reimbursements for taxes paid or incurred by such Builder as provided in Article 5 thereof), and in

and to any and all amounts which may be or become due or owing by the Railroad to such Builder under the Conditional Sale Agreement in respect of the Purchase Price (as defined in the Conditional Sale Agreement) of the Equipment and interest thereon, and in and to any other sums becoming due from the Railroad under the Conditional Sale Agreement, other than those hereinabove excluded; and

(c) except as limited by subparagraph (b) hereof, all such Builder's rights, powers, privileges and remedies under the Conditional Sale Agreement;

without any recourse against such Builder for or on account of the failure of the Railroad to make any of the payments provided for in, or otherwise to comply with, any of the provisions of the Conditional Sale Agreement; *provided, however*, that this Assignment shall not subject the Assignee to, or transfer, or pass, or in any way affect or modify, the liability of such Builder to construct and deliver its Equipment in accordance with the Conditional Sale Agreement or with respect to its obligations contained or referred to in Article 14 of the Conditional Sale Agreement, or relieve the Railroad from its obligations under the ~~Consolidated~~ Sale Agreement including its obligations to such Builder contained or referred to in Articles 2, 3, 4, 5, 13, 14 and 15 of the Conditional Sale Agreement or any other obligation which, according to its terms or context, is intended to survive an assignment, it being understood and agreed that, notwithstanding this Assignment, or any subsequent assignment pursuant to the provisions of Article 15 of the Conditional Sale Agreement, all obligations of each Builder to the Railroad with respect to such Builder's Equipment shall be and remain enforceable by the Railroad, its successors and assigns, against and only against such Builder. In furtherance of the foregoing assignment and transfer, each Builder hereby authorizes and empowers the Assignee, in the Assignee's own name or in the name of the Assignee's nominee, or in the name of and as attorney hereby irrevocably constituted for such Builder, to ask, demand, sue for, collect, receive and enforce any and all sums to which the Assignee is or may become entitled under this Assignment and to ask, demand, sue for and enforce compliance by the Railroad with the terms and agreements on its part to be performed under the Conditional Sale Agreement, but at the expense and liability and for the sole benefit of the Assignee.

Conditional

SECTION 2. Each Builder agrees that it shall construct its Equipment in full accordance with the Conditional Sale Agreement and will deliver the same upon completion to the Railroad in accordance with the provisions of the Conditional Sale Agreement; and that, notwithstanding this Assignment, it will perform and fully comply with each of and all the covenants and conditions of the Conditional Sale Agreement set forth to be performed and complied with by such Builder. Each Builder further agrees that it will warrant to the Assignee and the Railroad that at the time of delivery of each unit of the Equipment of such Builder under the Conditional Sale Agreement it had legal title to such unit and good and lawful right to sell such unit and that title to such unit was free of all claims, liens, security interests and other encumbrances (other than those created by the Conditional Sale Agreement and this Assignment); and each Builder further agrees that it will defend the title to each unit of its Equipment against the demands of all persons whomsoever based on claims originating prior to the delivery of such unit by such Builder under the Conditional Sale Agreement; all *subject, however*, to the provisions of the Conditional Sale Agreement and the rights of the Railroad thereunder. No Builder will deliver any units of its Equipment to the Railroad under the Conditional Sale Agreement until the filings and recordations referred to in Article 19 of the Conditional Sale Agreement have been effected (the respective Builders and their counsel being entitled to rely on advice from the Railroad or special counsel for the Assignee that such filings and recordations have been effected).

SECTION 3. Each Builder agrees with the Assignee that in any suit, proceeding or action brought by the Assignee under the Conditional Sale Agreement for any instalment of, or interest on, indebtedness in respect of the Purchase Price of the Equipment or to enforce any provision of the Conditional Sale Agreement, such Builder will indemnify, protect and hold harmless the Assignee from and against all expense, loss or damage suffered by reason of any defense, setoff, counterclaim or recoupment whatsoever of the Railroad or any successor in interest arising out of a breach by such Builder of any obligation with respect to its Equipment or the manufacture, construction, delivery or warranty thereof, or by reason of any defense, setoff, counterclaim or recoupment whatsoever arising by reason of any other indebtedness or liability at any time owing to the Railroad by such Builder. Each

Builder's obligation so to indemnify, protect and hold harmless the Assignee is conditional upon (a) the Assignee's timely motion or other appropriate action, on the basis of Article 15 of the Conditional Sale Agreement, to strike any defense, setoff, counterclaim or recoupment asserted by the Railroad in any such suit, proceeding or action and (b) if the court or other body having jurisdiction in such suit, proceeding or action denies such motion or other action and accepts such defense, setoff, counterclaim or recoupment as a triable issue in such suit, proceeding or action, the Assignee's prompt notification to such Builder of the asserted defense, setoff, counterclaim or recoupment and the Assignee's giving such Builder the sole right, at such Builder's expense, to compromise, settle or defend against such defense, setoff, counterclaim or recoupment.

Except in cases of articles or materials specified by the Railroad and not manufactured by a Builder and in cases of designs, systems, processes, formulae or combinations specified by the Railroad and not developed or purported to be developed by a Builder, each Builder agrees to indemnify, protect and hold harmless the Assignee from and against any and all liability, claims, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Assignee or its assigns because of the use in or about the construction or operation of any of the Equipment of any of such Builder's design, system, process, formula, combination, article or material which infringes or is claimed to infringe on any patent or other right. The Assignee will give prompt notice to the appropriate Builder of any such liability or claim actually known to the Assignee and will give such Builder the right, at such Builder's expense, to compromise, settle or defend against such claim. Each Builder agrees that any amounts payable to it by the Railroad with respect to the Equipment, whether pursuant to the Conditional Sale Agreement or otherwise, not hereby assigned to the Assignee, shall not be secured by any lien, charge or security interest upon the Equipment or any unit thereof but each Builder shall have the right to sue and collect from the Railroad amounts payable pursuant to subparagraph (a) of the third paragraph of Article 4 of the Conditional Sale Agreement.

SECTION 4. The Assignee, on each Closing Date fixed as provided in Article 4 of the Conditional Sale Agreement with respect to a Group

(as defined in said Article 4) of the Equipment, shall pay to the appropriate Builder an amount equal to the portion of the Purchase Price of the Equipment as shown on the invoice therefor then being settled for, which, under the terms of said Article 4, is payable in instalments, provided that there shall have been delivered to the Assignee, as provided in Article 15 of the Conditional Sale Agreement, at least five business days (as defined in said Article 4) prior to such Closing Date (to be held in escrow until such Closing Date) the following documents, in form and substance satisfactory to it and to its special counsel hereinafter mentioned, in such number of counterparts as may be reasonably requested by said special counsel:

(a) A confirmation from the appropriate Builder to the Assignee confirming the transfer to the Assignee of all right, title and interest of such Builder in and to the units of such Builder's Equipment in such Group, warranting to the Assignee and to the Railroad that at the time of delivery of such units under the Conditional Sale Agreement such Builder had legal title to such units and good and lawful right to sell such units and that title to such units was free of all claims, liens, security interests and other encumbrances of any nature whatsoever (other than those created by the Conditional Sale Agreement and this Assignment), and covenanting to defend the title to such units against the demands of all persons whomsoever based on claims originating prior to the delivery of such units by such Builder under the Conditional Sale Agreement;

(b) A Certificate or Certificates of Acceptance in respect of the units of such Builder's Equipment in such Group as contemplated by Article 3 of the Conditional Sale Agreement;

(c) An invoice of the appropriate Builder for the units of such Builder's Equipment in such Group expressed in United States dollars based on the actual cost to the Assignee and the Railroad of the Canadian dollars used to make the payments to such Builder in each case accompanied by or having endorsed thereon a certification by the Railroad as to the correctness of the prices therein stated; *provided* that the Railroad's consent shall be obtained for any exchange, prior to the date of such payments (but not on the date of such payments), of United States dollars for Canadian dollars for the purpose of obtaining Canadian dollars to make such payments and *provided further*, that such exchange shall be made at the selling price quoted on the New York market for Canadian dollars for bank transfers in the United States for payments abroad, accompanied by or having endorsed thereon a certification by the Railroad as to the correctness of the prices stated therein;

(d) A certificate of an officer of the Railroad, dated as of such Closing Date, to the effect that no Default (as defined in Article 8 of the Conditional Sale Agreement) shall have occurred and is then continuing;

(e) A favorable opinion of counsel for the Railroad, dated as of such Closing Date, to the effect set forth in clauses (ii), (iii), (iv), (v), (vi), (vii) (as to Canadian securities law), (viii) and (ix) of subparagraph (f) of this Section 4 (said counsel, in rendering such opinion, being permitted to assume due authorization, execution and delivery of the Conditional Sale Agreement and this Assignment by parties thereto other than the Railroad and that the filings specified in such clause (vi) were duly made) and stating that the Railroad is a duly organized and existing corporation in good standing under the laws of its jurisdiction of incorporation and has the power and authority to own its properties and to carry on its business as now conducted and that compliance by the Railroad with the terms of the Conditional Sale Agreement and this Assignment does not and will not conflict with, or result in any breach of any of the provisions of, or constitute a default under, or result in the creation or imposition of, any lien or encumbrance upon any of the property of the Railroad, pursuant to the provisions of the Canadian National Railway Act or any other applicable law, the certificate of incorporation or By-Laws of the Railroad or any agreement or other instrument to which the Railroad is a party or by which it is bound;

(f) Favorable opinions, dated as of the Closing Date, from Messrs. Stikeman, Elliott, Tamaki, Mercier & Robb, special Canadian counsel for the Assignee as to the matters set forth in clause (i) (A) and clause (vii) (B) and in clauses (ii) through (vi), inclusive, (viii), (ix) and (xi) of this subparagraph and from Messrs. Cravath, Swaine & Moore, special United States counsel for the Assignee as to the matters set forth in clauses (vii) (A) and clauses (i) through (vi), inclusive, (x) and (xi) of this subparagraph:

(i) (A) no approval, consent, authorization or withholding of objection of any governmental authority or regulatory body is necessary for the valid execution and delivery of, and performance of all obligations and duties set forth in, the Finance Agreement (or, if any such authority is necessary, it has been obtained) and (B), assuming due authorization, execution and delivery by any party thereto (other than the Assignee), the Finance Agreement has been duly authorized, executed and delivered and is a legal, valid, binding and enforceable instrument;

(ii) the Conditional Sale Agreement has been duly authorized, executed and delivered by the Railroad and such Builder and is a

legal, valid and binding instrument enforceable against the Railroad in accordance with its terms, and this Assignment has been duly authorized, executed and delivered by such Builder and the Assignee and is a legal, valid and binding instrument enforceable against such Builder in accordance with its terms;

(iii) the Assignee is vested with all the rights, titles, interests, powers and privileges purported to be assigned to it pursuant to this Assignment;

(iv) the Assignee has good and lawful title to the units of the Equipment in such Group free from all claims, liens, security interests and other encumbrances (other than those created by the Conditional Sale Agreement);

(v) no approval consent, authorization or withholding of objection of the Canadian Transport Commission or the Interstate Commerce Commission or any other governmental authority is necessary for the valid execution and delivery of, and performance of all obligations and duties set forth in, the Conditional Sale Agreement or, if any such authority is necessary, it has been obtained;

(vi) the Conditional Sale Agreement and this Assignment, have been duly deposited in the Office of the Registrar General of Canada in accordance with Section 86 of the Railway Act of Canada (and notice of such deposit has been duly published, or adequate provision has been made therefor, in The Canada Gazette as provided in said Section 86) and duly filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act and no other registration, deposit, filing, recordation or other action is necessary for the protection of the rights of the Assignee in Canada or in any province or territory thereof, in any state of the United States of America or in the District of Columbia;

(vii) registration of the Finance Agreement, the Conditional Sale Agreement, this Assignment or any certificates of interest delivered pursuant to the Finance Agreement is not required (A) under the Securities Act of 1933, as amended, and qualification of an indenture with respect thereto is not required under the Trust Indenture Act of 1939, as amended and (B) no registration, qualification or any other action is required in connection with any securities laws of Canada or any Province thereof;

(viii) no income tax is payable under Part XIII of the Income Tax Act of Canada on any payments under the Conditional Sale

Agreement made by the Railroad to the Assignee, and the Railroad is not required to withhold any such tax from such payments;

(ix) the Railroad does not enjoy any special immunity or status in Canada that would, in respect of any action with respect to the Conditional Sale Agreement, this Assignment or the Equipment, provide the Railroad with a defense that is not available to others; the Railroad under Canadian law may be sued in contract and in tort by the Assignee in the Canadian courts in the same manner as any other corporation or individual; and, under Canadian law, the Assignee has the right to repossess the Equipment in accordance with the provisions of Article 17 of the Conditional Sale Agreement;

(x) the opinion of counsel for the Railroad, such Builder and special Canadian counsel delivered pursuant to this Section 4 are each satisfactory in scope, form and substance to special United States counsel for the Assignee and, in the opinion of said special United States counsel, the Assignee is justified in relying thereon; and

(xi) such opinion shall also cover such other matters as may reasonably be requested by the Assignee.

(g) A favorable opinion of counsel for such Builder, dated as of such Closing Date, stating that (i) such Builder is a duly organized and existing corporation in good standing under the laws of its jurisdiction of incorporation and has the power and authority to own its properties and to carry on its business as now conducted, (ii) the Conditional Sale Agreement has been duly authorized, executed and delivered by such Builder and is a legal and valid instrument binding upon such Builder and enforceable against such Builder in accordance with its terms, (iii) this Assignment has been duly authorized, executed and delivered by such Builder and is a legal and valid instrument binding upon such Builder and (iv) such Builder has transferred good and lawful title to the units of the Equipment in such Group to the Assignee free from all claims, liens, security interests and other encumbrances (other than those created by the Conditional Sale Agreement and the Assignment) arising by, through or under such Builder; and

(h) A receipt from such Builder for any payment (other than the payment being made by the Assignee pursuant to the first paragraph of this Section 4) required to be made on such Closing Date to such Builder with respect to the Equipment, unless such payment is made by the Assignee with funds furnished to it for that purpose by the Railroad.

In giving the opinions specified above, counsel may qualify any opinion to the effect that any agreement is a legal, valid and binding instrument enforceable in accordance with its terms by a general reference to limitations as to enforceability imposed by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally. In giving the opinion specified in said subparagraphs (e) and (f), counsel may rely on the opinion of counsel for such Builder as to authorization, execution and delivery by such Builder of the documents executed by such Builder and as to title to the Equipment at the time of delivery thereof under the Conditional Sale Agreement; and in giving its opinion, special United States counsel may rely as to any matter governed by the laws of Canada or any Province or Territory thereof on the opinion of special Canadian counsel for the Assignee and special Canadian counsel may rely as to any matter governed by the laws of the United States or any State thereof, on the opinion of special United States counsel for the Assignee.

The obligation of the Assignee hereunder to make any payment provided for in this Section 4 is hereby expressly conditioned upon the Assignee's having on deposit, pursuant to the terms of the Finance Agreement, sufficient funds available thereunder to make such payment. The Assignee shall not be obligated to make payment at any time after the commencement of any proceedings specified in clause (c) of Article 16 of the Conditional Sale Agreement or if an event of default, or any event which with the lapse of time and/or demand provided for in the Conditional Sale Agreement could constitute an event of default, shall have occurred and be continuing under the Conditional Sale Agreement. In the event that the Assignee shall not make payment for any Group of the Equipment, the Assignee shall reassign to such Builder, unencumbered by the Assignee, all right, title and interest of the Assignee in and to the units of the Equipment with respect to which payment has not been made by the Assignee without recourse to the Assignee.

SECTION 5. The Assignee may assign all or any of its rights under the Conditional Sale Agreement, including the right to receive any payments due or to become due to it from the Railroad thereunder. In the event of any such assignment any such subsequent or successive

assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of the Assignee hereunder.

SECTION 6. Each Builder hereby:

(a) represents and warrants to the Assignee, its successors and assigns, that the Conditional Sale Agreement was duly authorized by it and lawfully executed and delivered by it for a valid consideration, that, assuming due authorization, execution and delivery by the Railroad, the Conditional Sale Agreement is, in so far as such Builder is concerned, a valid and existing agreement binding upon it in accordance with its terms and that it is now in force without amendment thereto;

(b) agrees that it will from time to time and at all times, at the request of the Assignee or its successors or assigns, make, execute and deliver all such further instruments of assignment, transfer and assurance and do such further acts and things as may be necessary and appropriate in the premises to give effect to the provisions hereinabove set forth and more perfectly to confirm the rights, titles and interests hereby assigned and transferred to the Assignee or intended so to be; and

(c) agrees that, upon request of the Assignee, its successors and assigns, it will, upon payment in full of all amounts payable to such Builder hereunder and under the Conditional Sale Agreement, execute any and all instruments which may be necessary or proper in order to discharge of record the Conditional Sale Agreement or any other instrument evidencing any interest of such Builder therein or in the Equipment.

SECTION 7. The terms of this Assignment and all rights and obligations hereunder shall be governed by the laws of the Province of Ontario; *provided, however,* that the parties shall be entitled to all the rights conferred as provided in Article 23 of the Conditional Sale Agreement.

SECTION 8. The Assignee agrees to deliver an executed counterpart of this Assignment to the Railroad, which delivery shall constitute due notice of the assignment hereby made. Although this Assignment is dated for convenience as of the date first set forth above, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

SECTION 9. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. It shall not be necessary that any counterpart be signed by all the parties so long as any counterpart be signed by the Assignee and one or more Builders. Each Builder shall be bound hereunder, notwithstanding the failure of any other Builder to execute and deliver this Agreement, or perform its obligations hereunder, and this Agreement shall be deemed to be a separate Agreement between the Assignee and each of the respective Builders.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due authority, have caused this instrument to be executed in their respective corporate names by duly authorized officers, and their respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

HERE

[CORPORATE SEAL]

GENERAL MOTORS OF CANADA
LIMITED (DIESEL DIVISION)

by [Signature]
GENERAL SALES MANAGER Vice-President

by [Signature]
Assistant Secretary

[CORPORATE SEAL]

MLW INDUSTRIES (DIVISION OF BOMBARDIER
MLW ~~INDUSTRIES~~ (LIMITED) [Signature] 10/15

by [Signature]
President

by [Signature]
VICE PRESIDENT

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Trustee

by [Signature]
Assistant Vice President

[CORPORATE SEAL]

Attest: [Signature]
Corporate Trust Officer

QUEBEC
PROVINCE OF ONTARIO, }
COUNTY OF MIDDLESEX } ss.:
HOCHELAGA

On this 17 day of December, 1976, before me personally appeared ~~and~~ P.G. BREWER & L.E. DICKERSON, to me personally known, who, being by me duly sworn, say that they are a Vice President and ASSISTANT SECRETARY respectively, of GENERAL MOTORS OF CANADA LIMITED (DIESEL DIVISION), 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.

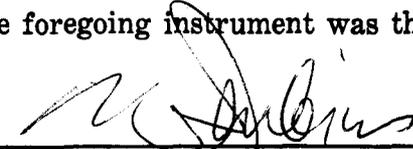

Commissioner for Oaths
District—
[STAMP]

My Commission expires

R. G. Jenkins,
Commissioner for Oaths
Commissaire à l'Assermentation
District - Montreal
Expires June 15 1977

PROVINCE OF QUEBEC, }
CITY OF MONTREAL, } ss.:

On this 17 day of December 1976, before me personally appeared ~~and~~ U.A. KACHAN & H. VALLE, to me personally known, who, being by me duly sworn, say that they are a Vice President and PRESIDENT BOMBARDIER, respectively, of MLW INDUSTRIES (DIVISION OF MLW WORTHINGTON 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.


Commission for Oaths
District—Montreal
Commissaire A L'Asseppmentation
[STAMP]

My Commission expires

R. G. Jenkins,
Commissioner for Oaths
Commissaire à l'Assermentation
District - Montreal
Expires June 15 1977

ACKNOWLEDGMENT OF NOTICE OF ASSIGNMENT

CANADIAN NATIONAL RAILWAY COMPANY hereby acknowledges due notice of and consents to the assignment made by the foregoing Agreement and Assignment as of December 1, 1976 and hereby acknowledges receipt of a copy of said Agreement.

CANADIAN NATIONAL RAILWAY
COMPANY,

by *J. Spencer*
Vice President

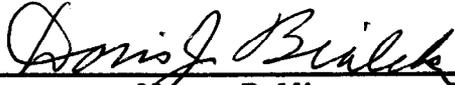
[Signature]
SOLICITOR

APPROVED
AS TO FORM
[Signature]
SOLICITOR

STATE OF NEW YORK, }
CITY OF NEW YORK, } ss.:

On this 14th day of December, 1976 before me personally appeared G. J. Johnston to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND 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]


Doris J. Bialek
Notary Public

DORIS J. BIALEK
NOTARY PUBLIC, State of New York
No. 24-0284525
Qualified in Kings County
Cert. filed in New York County
Commission Expires March 30, 1977

My Commission expires