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INTERSTATE COMMERCE COMMISSION

RECEIVED

Ford Motor Credit Company of Canada, Limited

RECORDATION NO. 8638 Filed & Recorded

DEC 29 12 30 PM '76

P.O. Box 278  
Toronto-Dominion Centre  
Toronto, Ontario M5K 1A5  
OPERATION BR.

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INTERSTATE COMMERCE COMMISSION

December 22, 1976

SECRET  
INTERSTATE COMMERCE COMMISSION  
Interstate Commerce Commission  
WASHINGTON, D.C. 20423  
U.S.A.

RECORDATION NO. 8638 Filed & Recorded

DEC 29 1976 12 22 PM

INTERSTATE COMMERCE COMMISSION

6-364A030

DEC 29

210  
208 210

Dear Sir:

CC Washington, D. C.

Pursuant to the provisions of the Interstate Commerce Act, as amended, and the regulations of the Interstate Commerce Commission thereunder, Ford Motor Credit Company of Canada, Limited ("Ford Credit") transmits herewith for filing and recording two executed counterparts of each of the following documents, covering certain flat cars owned by Ford Credit and leased to Canadian National Railway Company ("CN"), all as identified in such enclosures:

1. Equipment Purchase Agreement dated as of November 23, 1976 between CN and Ford Credit.
2. Agreement amending Equipment Purchase Agreement dated as of December 14, 1976 between CN and Ford Credit.
3. Trust Indenture dated as of December 1, 1976 between Ford Credit and The Royal Trust Company, as Trustee.
4. Lessee's consent and agreement by CN accepted by The Royal Trust Company, as Trustee.
5. Lease between Ford Credit and CN.  
A cheque in payment of the recording fee is enclosed.

The name and address of Ford Credit is Ford Motor Credit Company of Canada, Limited, The Canadian Road, Oakville, Ontario. The name and address of CN is Canadian National Railway Company, 635 LaGauchetiere West, Montreal, Quebec. The name and address of the Trustee is The Royal Trust Company, The Royal Trust Tower, Toronto-Dominion Centre, Toronto, Ontario.

The general description of the equipment covered by the Equipment Purchase Agreement and other enclosed documents is 144, 100-ton 89 foot 4 inch flat cars manufactured by Hawker Siddeley Canada Ltd.

Yours truly,

FORD MOTOR CREDIT COMPANY OF CANADA,  
LIMITED

by:

*J. B. Bogorovic*  
Assistant Secretary

*Carroll Taylor*  
*Signy for Bogorovic*  
*de Paul*

RECORDATION NO. 8638 <sup>C</sup> Filed & Recorded

DEC 29 1976 - 12 48 PM

INTERSTATE COMMERCE COMMISSION

## LESSEE'S CONSENT AND AGREEMENT

The undersigned, CANADIAN NATIONAL RAILWAY COMPANY, a corporation duly incorporated under the laws of Canada, the Lessee (hereinafter called the Lessee) named in the Lease (hereinafter called the Lease) referred to in the foregoing Trust Indenture (hereinafter called the Trust Indenture), hereby (a) acknowledges receipt of a copy of the Trust Indenture and (b) consents to all the terms and conditions of the assignment of the Lease made in the Trust Indenture and agrees that:

(1) so long as no Event of Default under the Trust Indenture shall have occurred and be continuing, it will pay the portion of all Assigned Rentals (as defined in the Trust Indenture) payable in United States dollars in immediately available United States funds directly to The Royal Trust Company (hereinafter called the Trustee) at the office of the Trustee, Royal Trust Towers, Toronto, Ontario (or at such other address as may be furnished in writing to the Lessee by the Trustee);

(2) upon receipt of written notice from the Trustee that an Event of Default under the Trust Indenture shall have occurred and be continuing, it will pay the full amount of all Assigned Rentals (whether payable in United States or Canadian dollars) in immediately available United States and Canadian funds directly to the Trustee at its aforesaid office in Toronto, Ontario (the amounts of the Assigned Rentals from time to time required to be paid by the Lessee directly to the Trustee as provided in the preceding clause (1) and this clause (2) being hereinafter called the Payments);

(3) the Trustee shall be entitled (a) to apply the Payments as provided in Section 5.2 of the Trust Indenture, (b) to receive the benefits of and enforce performance of, all the covenants to be performed by the undersigned under the Lease as though the Trustee were named therein as the Lessor, and (c) without limitation of the rights granted in the foregoing clauses (a) and (b), to give any notice referred to in the preceding clause (2), the Lessee hereby agreeing that as between it and the Trustee any such notice shall conclusively evidence the occurrence and continuance of any Event of Default under the Trust Indenture;

(4) the Trustee shall not, by virtue of this Consent and Agreement, be or become subject to any liability or obligation under the Lease or otherwise; and

(5) the Lease shall not, without the prior written consent of the Trustee, be amended, terminated or modified, nor shall any action be taken or omitted by the undersigned, the taking or omission of which might result in an alteration or impairment of the Lease or this Consent and Agreement or of any of the rights created by any thereof.

This Consent and Agreement may be executed in several counterparts, each of which when so executed shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

This Consent and Agreement shall be deemed to be a contract under the laws of the Province of Ontario and, for all purposes, shall be construed in accordance with the laws of said Province.

Dated as of *December 1*, 1976



CANADIAN NATIONAL RAILWAY COMPANY,

by

*J. S. [Signature]*  
Vice President

by

*[Signature]*  
DEPUTY SECRETARY

The foregoing Consent and Agreement is hereby accepted, as of the *1st* day of *December* 1976.

THE ROYAL TRUST COMPANY,  
as Trustee under a Trust  
Indenture dated as of  
*December 1, 1976,*

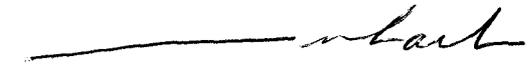
by

*H. Filowitz*  
Authorized Officer

H. FILOWITZ, SENIOR CORP. TRUST OFFICER

PROVINCE OF ~~ONTARIO~~ <sup>QUEBEC</sup>, )  
CITY OF ~~TORONTO~~ <sup>MONTREAL</sup>, ) ss.:

On this *14th* day of *December* 1976, before me personally appeared *J. H. Spuer* to me personally known, who, being by me duly sworn, says that he is Vice President of CANADIAN NATIONAL RAILWAY COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and 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.

  
\_\_\_\_\_  
~~Notary Public~~

[Notary Seal]

My Commission expires

*July 3, 1979*

G. ERIC UROUHART  
COMMISSIONER FOR THE  
COMMISSIONARY DISTRICT OF  
DISTRICT - MONTREAL