

# SIDLEY & AUSTIN

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

ONE FIRST NATIONAL PLAZA

CHICAGO, ILLINOIS 60603

TELEPHONE 312: 853-7000

TELEX 25-4364

2049 CENTURY PARK EAST  
LOS ANGELES, CALIFORNIA 90067  
TELEPHONE 213: 553-8100  
TELEX 18-1391

1730 PENNSYLVANIA AVENUE, N.W.  
WASHINGTON, D.C. 20006  
TELEPHONE 202: 624-9000  
TELEX 89-463

9 HOLLAND PARK  
LONDON, W11 3TH, ENGLAND  
TELEPHONE 01: 727-0132  
TELEX 21781

P. O. Box 190  
MUSCAT, SULTANATE OF OMAN  
TELEPHONE 722-411  
TELEX 3266

P. O. Box 4619  
DEIRA, DUBAI-U.A.E.  
TELEPHONE 9714-283194  
TELEX 47216

Founded in 1898 as  
Williams & Thompson

RECORDATION NO. 6534-C Filed 1425

JUN 28 1982 11:52 PM

INTERSTATE COMMERCE COMMISSION

June 25, 1982

JUN 28 1982

10.00  
BN

JUN 28 12 39 PM '82

RECEIVED

Interstate Commerce Commission  
12th & Constitutional Avenue, N.W.  
Washington, D.C. 20423

Attention: Mildred Lee, Room 2303

Gentlemen:

Enclosed for filing are two executed and acknowledged copies of an Agreement dated as of March 1, 1982 which relates to a certain Equipment Lease, Assignment, Chattel Mortgage and Security Agreement dated as of March 1, 1972 among Trust Company for USL, Inc., as Trustee; Grand Trunk Western Railroad Company, as Lessee; United States Leasing International, Inc. as Agent for the Trustee; and The Philadelphia Saving Fund Society, as Secured Party. The original documents with respect to this transaction (and subsequent amendments thereto) were filed and recorded with the Interstate Commerce Commission on March 30, 1972 and January 10, 1976 under Recordation Nos. 6534, 6534-A and 6534-B, respectively.

I am also enclosing our check in the amount of \$10 to cover the applicable filing fees. If there are any additional fees please bill us for the amount of the additional charges.

I am also enclosing four extra sets of the Agreement dated as of March 1, 1982. I would appreciate it if you would stamp these extra sets to reflect that they have been presented for filing with your office and

*Amended*

*William B. Feyer*

*Conroy*

**Interstate Commerce Commission**  
Washington, D.C. 20423

6/28/82

OFFICE OF THE SECRETARY

**William C. Golden**  
**Sidley & Austin**  
**One First National Plaza**  
**Chicago, Illinois 60603**

Dear

**Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **6/28/82** at **12:45pm**, and assigned re-  
recording number(s). **6534-C**

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

SE-30  
(7/79)

AGREEMENT  
(Amendment)

RECORDATION NO. 6534-C Filed 1425

JUN 28 1982 11 55 PM

RE:

GRAND TRUNK WESTERN RAILROAD COMPANY INTERSTATE COMMERCE COMMISSION

(G.T.W. Trust No. 7)

AGREEMENT (this "Agreement") dated as of March 1, 1982

AMONG:

FIRST NATIONAL BANK OF MINNEAPOLIS, a National Banking Association, the Trustor (the "Trustor") under a Trust Agreement dated as of September 8, 1971 (the "Trust Agreement");

TRUST COMPANY FOR USL, INC., an Illinois corporation, not individually but solely as Trustee (the "Trustee") under the Trust Agreement;

UNITED STATES LEASING INTERNATIONAL, INC., a California corporation, solely as Agent for the Trustee (the "Agent") under the Trust Agreement;

PARTIES OF THE FIRST PART

AND:

THE PHILADELPHIA SAVING FUND SOCIETY (the "Lender") called either the "Secured Party" under an Equipment Lease, Assignment, Chattel Mortgage and Security Agreement dated as of March 1, 1972 (the "Lease"), or the "Lenders" under a Loan Agreement dated as of March 1, 1972 (the "Loan Agreement");

PARTY OF THE SECOND PART

AND:

CANADIAN NATIONAL RAILWAY COMPANY ("CN"), a Canadian corporation, the Guarantor under a Guaranty Agreement dated as of March 1, 1972.

PARTY OF THE THIRD PART

RECITALS:

(1) The Trustor, the Trustee and the Agent have entered into the Trust Agreement as amended by First Amendment to Trust Agreement dated as of March 1, 1972.

(2) The Trustee, the Agent and Grand Trunk Western Railroad Company, the Lessee under the Lease (the "Lessee"), have entered into an Agreement to Acquire and Lease dated as of September 8, 1971 (the "Agreement to Acquire and Lease") which was amended by First Amendment to Agreement to Acquire and Lease dated as of March 1, 1972.

(3) The Trustee, the Agent and the Lender have entered into the Loan Agreement.

(4) The Trustee, the Agent, the Lessee and the Lender have entered into the Lease which provides for the leasing of certain railroad equipment, a list of which now remaining subject to the Lease is attached hereto as Exhibit A and is hereinafter referred to individually as an "Item" and collectively as the "Equipment". The Lease and subsequent amendments thereto were filed and recorded with the Interstate Commerce Commission on March 30, 1972 and January 10, 1977, under Recordation Nos. 6534, 6534-A and 6534-B, respectively.

(5) The parties hereto have agreed to grant CN the right to purchase all rights, titles and interests of the Trustor, the Trustee and the Agent in and to the Equipment, and in, to and under the Trust Agreement, the Agreement to Acquire and Lease, the Loan Agreement and the Lease,

including all amendments to any thereof and all other rights, titles and interest that the Trustor, the Trustee or the Agent may have to the Equipment and the documents referred to herein (all of the foregoing hereinafter collectively called the "Trust Interests") as hereinafter provided.

NOW, THEREFORE, the parties hereby agree as follows:

SECTION 1. PURCHASE OPTION.

The Trustor, the Trustee and the Agent hereby grant to CN an option (the "Option") to purchase all, but not less than all, the Equipment on September 30, 1986 for the sum of \$1 per Item. The consideration for the grant of the Option, and the date upon which the consideration for the option granted hereunder shall be paid, is as follows:

(a) for the option to purchase the 49 Items indicated as being in Group A on Exhibit A hereto, the sum of \$225,400 on June 30, 1982;

(b) for the option to purchase the 54 Items indicated as being in Group B on Exhibit A hereto, the sum of \$248,400 on September 30, 1982; and

(c) for the option to purchase the 83 Items indicated as being in Group C on Exhibit A hereto, the sum of \$381,800 on December 31, 1982.

The obligation to make all such payments is absolute and unconditional; such payments shall be made at the place of payment, in good funds and otherwise in the manner provided in Section 2 of the Lease.

The option granted hereunder shall be exercised by CN by giving notice in writing to the Trustee at any time between April 10, 1986 and September 30, 1986; provided, however, that the Option may not be exercised if the Lessee exercises the purchase option granted to it pursuant to Section 20 of the Lease.

SECTION 2. TITLE.

Provided that CN exercises the Option pursuant to Section 1, all rights, titles and interest of the Trustor, the Trustee and Agent in, to and under the Trust Interests shall pass, be transferred and be assigned to CN as of and effective on September 30, 1986 ("the Closing Date") upon payment by CN to the Trustee of the sum of \$1 for each of the 186 Items. Such payment shall be in addition to the payments made pursuant to Section 1 and other good and

valuable consideration. Such transaction shall be evidenced by a Bill of Sale substantially in the form of Exhibit B, and such other instruments as may be necessary or appropriate to perfect the transaction contemplated herein.

SECTION 3. REPRESENTATIONS AND WARRANTIES.

The Trustor, the Trustee and the Agent hereby undertake to represent and warrant to CN on each of the dates specified in Subsections (a), (b) and (c) hereof of Section 1 hereof and the Closing Date that:

(a) The Trust Interests and the Equipment shall be free and clear of all liens, encumbrances, security agreements, claims and charges except the rights of the Lessee under the Lease and the rights of CN under this Agreement.

(b) There shall be no claims, rights or interests of any entity in or to all or any part of the Trust Interests or the Equipment except the rights of the Lessee under the Lease and the rights of CN under this Agreement.

(c) The Trustor, the Trustee and the Agent shall have taken no action of which they shall be or shall have

been aware which would impair the Trust Interests and the Equipment.

(d) No default shall have occurred under the Trust Agreement, the Agreement to Acquire and Lease, the Loan Agreement and the Lease.

(e) The Trustor, the Trustee and the Agent are not responsible for any claim or encumbrance against the Equipment arising from or through the Lessee.

#### SECTION 4. LEASE ASSIGNMENT.

Without limiting the generality of the foregoing, upon CN exercising the Option pursuant to Section 1, all rights, titles and interests of the Parties of the First Part in and to the Equipment, and in, to and under the Lease shall be transferred and assigned to CN as of and effective on the Closing Date.

#### SECTION 5. CASUALTY VALUES.

Attached hereto as Exhibit C are the appropriate Unpaid Principal Debt Balances per Item applicable to the Equipment from and after the date of this Agreement for the purposes hereof. In the event of any Casualty Occurrence as

provided in the Lease, the Trustee shall, pursuant to this Agreement, pay to CN the difference between (1) the amount paid by the Lessee to the Trustee as Casualty Values with respect to each such Item pursuant to Section 11 of the Lease, including without limitation any excess contemplated in Section 11.4 of the Lease, and (2) the Unpaid Principal Debt Balance with respect to each such Item specified in Exhibit C hereto.

SECTION 6. EXPENSES.

CN shall pay all out-of-pocket legal fees and expenses incurred by the parties in connection with the execution and delivery of this Agreement, and all taxes, fees and assessments (other than state and United States federal income taxes) imposed or otherwise payable by the parties as a result of or in connection with this Agreement.

SECTION 7. CONTINUATION OF PRIOR AGREEMENTS.

Notwithstanding the provisions of this Agreement, the parties expressly agree that all agreements referred to herein shall remain in force in accordance with their provisions and for their respective terms.

SECTION 8. INCOME TAX MATTERS.

Notwithstanding anything herein to the contrary, the Parties of the First Part and the Party of the Third Part acknowledge that for United States federal, state and local income tax purposes and Canadian federal, and provincial local income tax purposes, they will treat the transactions contemplated by this document as:

(a) the sale as of June 30, 1982 of the Trust Interests in the 49 Items indicated as being in Group A on Exhibit A hereto for the sum of \$225,449;

(b) the sale on September 30, 1982 of the Trust Interests in the 54 Items indicated as being in Group B on Exhibit A hereto for the sum of \$248,454; and

(c) the sale on December 31, 1982 of the Trust Interests in the 83 Items indicated as being in Group C on Exhibit A hereto for the sum of \$381,883.

It is further understood that notwithstanding any provisions in the Lease or the Agreement between the Trustor and the Lessee relating to income tax indemnities dated March 24, 1972 (the "Tax Agreement") to the contrary, in the event that (i) any federal, state or local government or taxing authority thereof in the United States assesses the Trustor with any income tax liability based upon the disallowance or recapture of any investment tax credit, depreciation deduction or interest deduction authorized by the Internal Revenue Code of 1954, as amended or the tax or revenue code of any state or local government or taxing authority (a "Loss") taken or claimed by the Trustor with respect to any Item for the period prior to the date specified in Subsections (a), (b) and (c) of Section 8 hereof upon which the parties will treat such Item as being sold for tax purposes (other than any such disallowance or recapture which is a direct result of the transactions contemplated by this Agreement), and (ii) the Lessee makes payments to the Trustor with respect to such Loss pursuant to the Tax Agreement, then (iii) the Trustor shall pay to CN the amount which will cause the Trustor's proceeds (net of income taxes) from the transaction contemplated by this Agreement to be equal to the proceeds (net of income taxes) which the Trustor would have realized had such Loss not occurred.

SECTION 9. MISCELLANEOUS.

(a) The execution and delivery of this Agreement, and the transaction contemplated hereby, have been duly authorized by all necessary corporate action of the parties, and there is no law or regulation and no charter, by-law or preference share provision of the said parties which would be contravened by the execution, delivery or performance by them of the terms of this Agreement.

(b) The Lender and the Trustee hereby consent to the consummation of the transactions contemplated hereby provided, however, that such consent shall in no way adversely affect the rights of the Lender and/or the Trustee.

(c) This Agreement shall be filed and recorded by CN at its sole cost and expense with the Interstate Commerce Commission and in such other places and with such other agencies as the Lease was originally filed and recorded.

(d) This Agreement may be executed in counterparts and shall be effective when signed by all the parties.

IN WITNESS WHEREOF, each of the parties have caused this Agreement to be executed by its duly authorized officer and the corporate seals to be hereto affixed on the dates indicated below, but as of the day and year first above written.

FIRST NATIONAL BANK OF  
MINNEAPOLIS

By \_\_\_\_\_  
Its \_\_\_\_\_  
Date \_\_\_\_\_

UNITED STATES LEASING  
INTERNATIONAL, INC.

By \_\_\_\_\_  
Its \_\_\_\_\_  
Date \_\_\_\_\_

TRUST COMPANY FOR USL, INC.

By \_\_\_\_\_  
Its \_\_\_\_\_  
Date \_\_\_\_\_

THE PHILADELPHIA SAVING FUND  
SOCIETY

By \_\_\_\_\_  
Its \_\_\_\_\_  
Date \_\_\_\_\_

Approved  
as to form only  
*B*  
Attorney

CANADIAN NATIONAL RAILWAY  
COMPANY

By *Colin Holton*  
Vice-President  
Its *J. H. Quinlan*  
Assistant Secretary  
Date June 23 / 82

IN WITNESS WHEREOF, each of the parties have caused this Agreement to be executed by its duly authorized officer and the corporate seals to be hereto affixed on the dates indicated below, but as of the day and year first above written.

FIRST NATIONAL BANK OF  
MINNEAPOLIS

By   
Its VICE PRESIDENT  
Date 6-22-82

TRUST COMPANY FOR USL, INC.

By   
Its Senior Vice President  
Date 6.21.82

UNITED STATES LEASING  
INTERNATIONAL, INC.

By   
Its Vice President and  
General Counsel  
Date June 21, 1982

THE PHILADELPHIA SAVING FUND  
SOCIETY

By \_\_\_\_\_  
Its \_\_\_\_\_  
Date \_\_\_\_\_

CANADIAN NATIONAL RAILWAY  
COMPANY

By \_\_\_\_\_  
Its \_\_\_\_\_  
Date \_\_\_\_\_

IN WITNESS WHEREOF, each of the parties have caused this Agreement to be executed by its duly authorized officer and the corporate seals to be hereto affixed on the dates indicated below, but as of the day and year first above written.

FIRST NATIONAL BANK OF  
MINNEAPOLIS

By \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

TRUST COMPANY FOR USL, INC.

By \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

UNITED STATES LEASING  
INTERNATIONAL, INC.

By \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

THE PHILADELPHIA SAVING FUND  
SOCIETY

By David L. Wilson

Its VICE PRESIDENT

Date JUN 25 1982

CANADIAN NATIONAL RAILWAY  
COMPANY

By \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

PROVINCE OF QUEBEC )  
 ) ss.  
CITY OF MONTREAL )

ACKNOWLEDGMENT

On this 23 day of June, 1982, before me personally appeared P.A. Duval, to me personally known, who being by me duly sworn, says that he is the Asst. Secretary of Canadian National Railway Company, that the seal 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.

SEAL

My commission expires

\_\_\_\_\_

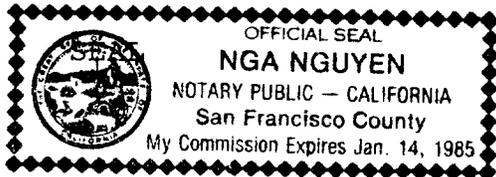
  
\_\_\_\_\_  
Notary Public

R. G. Jenkins,  
Commissioner for Oaths  
Commission of Notarization  
City of Montreal  
Expires May 24/87

STATE OF CALIFORNIA )  
COUNTY OF SAN FRANCISCO ) ss.

ACKNOWLEDGMENT

On this 21st day of June, 1982, before me personally appeared Lesa Wakeman, to me personally known, who being by me duly sworn, says that he is the Senior Vice President of Trust Company for USL, Inc. that the seal 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.



Nga Nguyen  
Notary Public

My commission expires

Jan. 14, 1985



COMMONWEALTH  
STATE OF PENNSYLVANIA)  
COUNTY OF PHILA. ) ss.

ACKNOWLEDGMENT

On this 25<sup>th</sup> day of JUNE, 1982, before me personally appeared DAVID L. WILSON, JR. —, to me personally known, who being by me duly sworn, says that he is the VICE PRESIDENT of The Philadelphia Saving Fund Society, that the seal 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.

SEAL .

  
Notary Public

My commission expires

\_\_\_\_\_

THOMAS C. KEISER  
Notary Public, Phila., Phila. Co.  
My Commission Expires March 21, 1985

EXHIBIT A

LIST OF ITEMS OF EQUIPMENT

Group A - 49 Cars

<u>Original Series</u>	<u>New Series</u>	<u>Original Series</u>	<u>New Series</u>
CNA 702907	CNA 703022	CNA 702932	CNA 703047*
913	023	934	048*
906	024	935	049*
924	025	937	050*
928	026	938	051*
936	027	939	052*
946	028	940	053*
933	029	943	054*
951	030	945	055*
915	031	949	056*
947	032	941	057
908	033*	918	058
909	034*	950	059
910	035*	948	060
911	036*	921	061
912	037*	917	062
914	038*	944	063
916	039*	942	064
919	040*	920	065
922	041*	931	066
925	042*	CNA 702952	CNA 702952
926	043*	953	953
927	044*	954	954
929	045*	955	955
930	046*		

Group B - 54 Cars:

GTW 504378-430; GTW 307775

Group C - 83 Cars:

CNA 702956 - 980  
CNA 702982 - 990  
CNA 711426 - 439  
CNA 711441 - 464  
CNA 711466 - 476

\* Cars in the process of being restencilled.

EXHIBIT B

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the First National Bank of Minneapolis (the "Trustor"), Trust Company for USL, Inc. (the "Trustee"), and United States Leasing International, Inc. (the "Agent"), as sellers (the "Sellers") do hereby sell, grant, transfer, assign and deliver all of their right, title and interest in, to an under (1) that certain Trust Agreement dated as of September 8, 1971 (the "Trust Agreement") by and between the Trustor, the Trustee and the Agent, (2) that certain Agreement to Acquire and Lease dated as of September 9, 1971 (the "Agreement to Acquire and Lease") by and between the Trustee, the Agent and Grand Trunk Railroad Company (the "Lessee"), (3) that certain Equipment Lease, Assignment, Chattel Mortgage and Security Agreement dated as of March 1, 1972 (the "Lease") by and between the Trustee, the Agent, the Lessee and The Philadelphia Saving Fund Society (the "Lender"), (4) those certain Manufacturing Agreements referred to in the Lease (the "Manufacturing Agreement"), (5) the equipment subject to the Lease, which equipment constitutes the Equipment as that term is defined in the Lease, and (6) all other right, title and interest the Trustor, the Trustee and the Agent may have under or with respect to any of the foregoing and any other

documents referred to therein or otherwise relating to the Equipment, unto Canadian National Railway Company (the "Purchaser"), and to its successors and assigns to have and to hold forever.

Such right, title and interest as set forth hereinabove is being sold to Purchaser pursuant to and in accordance with the provisions, terms and conditions of that certain Agreement (the "Agreement"), dated as of March 1, 1982 by and between the Trustor, the Trustee, the Agent, the Lender and the Purchaser, and the provisions, terms and conditions, including the representations and warranties made therein, of such Agreement are by this reference hereby incorporated herein and made a part of this Bill of Sale.

IN WITNESS WHEREOF, the Sellers have caused this Bill of Sale to be executed in their name by a duly authorized representative on this \_\_\_\_ day of \_\_\_\_\_, 1986.

FIRST NATIONAL BANK OF  
MINNEAPOLIS

TRUST COMPANY FOR USL, INC.

By \_\_\_\_\_

By \_\_\_\_\_

UNITED STATES LEASING  
INTERNATIONAL, INC.

By \_\_\_\_\_

EXHIBIT C

UNPAID PRINCIPAL DEBT BALANCES PER ITEM OF EQUIPMENT

<u>Rent Payment Date As of Which Casualty Value Is Paid</u>	<u>Applicable To Equipment As Described On Schedule 1-A Of the Lease (\$16,759.18 Equipment Cost)</u>	<u>A m o u n t</u>	<u>Applicable To Equipment As Described On Schedule 1-B Of the Lease (\$19,777.95 Equipment Cost)</u>
3/30/82	\$6,200.38		\$7,317.26
9/30/82	5,686.90		6,711.29
3/30/83	5,152.23		6,080.32
9/30/83	4,595.51		5,423.32
3/30/84	4,015.82		4,739.22
9/30/84	3,412.22		4,026.90
3/30/85	2,783.72		3,285.20
9/30/85	2,129.30		2,512.90
3/30/86	1,447.88		1,708.75
9/30/86	738.36		871.43