

SIDLEY & AUSTIN

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

Founded in 1866 as
Williams & Thompson

RECORDATION NO. 12100
Filed & Recorded

AUG 13 1980 3 25 PM

INTERSTATE COMMERCE COMMISSION

CHICAGO OFFICE
ONE FIRST NATIONAL PLAZA
CHICAGO, ILLINOIS 60603
TELEPHONE 312: 329-5400
TELEX 25-4364

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

No. ~~0-226A0676~~

August 13, 1980

Date AUG 13 1980

Fee \$ 50.00

ICC Washington, D. C.

Recordation Unit
Interstate Commerce Commission
Washington, D.C.

Dear Sir:

Enclosed herewith for recordation is one fully executed counterpart of Assignment, Transfer and Release Agreement dated as of July 15, 1980 - CN/First Security State Bank Lease dated January 15, 1974 -- 6 Sceneramic Dome Car, filed on behalf of Canadian National Railways.

We would appreciate your providing some form of proof of registration including date and number on the attached photocopy.

Very truly yours,

Lee A. Monroe

Lee A. Monroe:bab

RECEIVED
AUG 13 2 18 PM '80
I.C.C.
FEE OPERATION BR.

Counterpart Mark V. Cwik

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY
Sidley and Austin
Lee A. Monroe
1730 Pennsylvania Avenue, N.W.
Washington, D.C. 20006

2

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 **8/13/80** at **2:25pm**, and assigned re-
recording number (s). **12100**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure (s)

Stamp & return

12100

RECORDATION NO. Filed & Recorded

ASSIGNMENT, TRANSFER AND RELEASE AGREEMENT

AUG 13 1980 - 2:25 PM

THIS ASSIGNMENT, TRANSFER AND RELEASE AGREEMENT (the "Agreement") is entered into as of the 15th day of July, 1980 by and among First Security State Bank (the "Assignor"), as Trustee under a Trust Agreement dated as of May 15, 1973 with First Security Bank of Utah, National Association and First Security Leasing Company (the "Owner Participants"), the Canadian National Railway Company (the "Lessee"), VIA Rail Canada, Inc. (the "Assignee"), United States Trust Company of New York (the "Equipment Trustee"), Independence Savings Bank of New York (the "Lender") and Itel Corporation, Lease Finance Division ("Itel").

RECITALS

WHEREAS, the Assignor and the Lessee have entered into that certain Lease of Equipment (the "Lease") dated as of January 15, 1974 pursuant to which Assignor leased to Lessee six (6) Cafe-Bar-Dome-Lounge Cars bearing identifying numbers CN 2700-2705 (the "Equipment"), which Lease provides that Assignor will continue to lease to Lessee said Equipment subject to all terms and conditions of said Lease through and including July 15, 1984;

WHEREAS, the parties hereto have mutually agreed to the termination and cancellation of the Lease;

WHEREAS, the Assignor and the Equipment Trustee entered into that certain Equipment Trust Agreement (the "Equipment Trust") dated as of January 15, 1974 under which the parties thereto created certain Equipment Trust Certificates (the "Trust Certificates") in favor of the Equipment Trustee, which Trust Certificates, bearing interest at the rate of 8-1/8% and securing the obligations of Lessee pursuant to the Lease, were purchased pursuant to a Purchase Agreement dated as of January 15, 1974 by and between the Assignor and Itel Marine Finance Corporation, as amended pursuant to that certain Amendment Agreement dated as of June 15, 1974 by and between the Assignor and Itel Marine Finance Corporation (hereinafter collectively referred to as the "Purchase Agreement") with a principal amount of \$2,209,010;

WHEREAS, the Assignor acquired all of its right, title and interest in and to the Equipment from Lessee pursuant to that certain Hulk Purchase Agreement dated as of May 15, 1973 by and between Assignor and Lessee, as amended pursuant to that certain Amendment Agreement dated as of March 1, 1974 by and between Assignor and Lessee (hereinafter collectively referred to as the "Hulk Purchase Agreement"), in consideration for which Assignor paid cash to Lessee and agreed to undertake certain responsibilities pursuant to the Reconstruction Agreement dated as of May 15, 1973 between Assignor and Lessee;

WHEREAS, The Assignor and the Equipment Trustee have entered into that certain Assignment of Lease and Agreement (the "Assignment Agreement") dated as of January 15, 1974, pursuant to which Assignor

provided additional security for its obligations under the Trust Certificates and covenanted to perform certain obligations in favor of the Equipment Trustee;

WHEREAS, the Lessee executed, and the Equipment Trustee accepted, the terms and provisions of that certain Lessee's Consent and Agreement (the "Consent and Agreement") dated as of January 15, 1974 under which the Lessee accepted the terms and conditions contained in the Assignment Agreement and agreed to remit all rental payments due under the Lease directly to the Equipment Trustee;

WHEREAS, the Assignee now desires to acquire title to the Equipment and whereas the Assignor, the Equipment Trustee, the Owner Participants, the Lender, Itel and the Assignee desire to release and discharge the Lessee from all liabilities and obligations under the Lease, the Assignment Agreement and the Consent and Agreement, and under the Equipment Trust and Trust Certificates, to the extent applicable to the Lessee;

WHEREAS, the Assignee desires to pay the amounts set forth hereinbelow to the Assignor, the Equipment Trustee and Itel in consideration of the Lessee's release and discharge from the Lease, the Equipment Trust, the Assignment Agreement and the Consent and Agreement and from the Equipment Trust and Trust Certificates, to the extent applicable to the Lessee;

WHEREAS, Itel and the Lender have entered into that certain letter agreement dated May 30, 1980 (the "Lender Letter Agreement") confirming the terms and conditions for extinguishment of the Equipment Trust and the Trust Certificates currently held by the Equipment Trustee in return for the Assignee's payment to the Equipment Trustee, as hereinafter provided;

WHEREAS, Itel and the Owner Participants have entered into that certain letter agreement dated June 3, 1980 (the "Owner Participant Letter Agreement") confirming the terms and conditions for release and discharge of the Lessee from its obligations under the Lease in consideration for the payment by the Assignee to the Equipment Trustee and Itel, as hereinbelow provided;

WHEREAS, the Lessee, Itel and the Assignee have entered into that certain letter agreement (the "Assignee Letter Agreement") dated July 7, 1980 providing for Assignee's payment to the Equipment Trustee, the Assignor and Itel in return for release of the Lessee from all terms, conditions and liabilities of the Lease, the Assignment Agreement and the Consent and Agreement, and from the Equipment Trust and Trust Certificates, to the extent applicable to the Lessee.

AGREEMENT

NOW THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Effective the date first above written (the "Assignment Date"), the Assignor hereby assigns, transfers and sets over unto the Assignee all of Assignor's rights, title and interest in and to the Equipment, notice of which is hereby acknowledged by the Lessee.

2. Effective the Assignment Date, the Assignee hereby accepts the assignment hereunder of the Equipment and agrees to wire transfer in immediately available funds the following amounts:

(a) To the Equipment Trustee, for the benefit of the Lender, the sum of \$1,079,760.35 representing full prepayment of the Trust Certificates (98.33% par value);

(b) To the Assignor, for the benefit of the Owner Participants, the sum of \$1,025,277.11 representing the purchase price of the Equipment pursuant to the Lease and the Owner Participant Letter Agreement; and

(c) To Itel, the sum of \$133,854.60 representing the amount due Itel pursuant to the Assignee Letter Agreement and the Owner Participant Letter Agreement.

3. As consideration for Assignee's payment on the Assignment Date of the amounts set forth in paragraph 2, the following parties agree as follows:

(a) The Lender and the Equipment Trustee hereby release and discharge the Lessee from all present and future liabilities and obligations pursuant to, and as recited in, the Trust Certificates, the Equipment Trust, the Assignment Agreement, the Consent and Agreement and the Lender Letter Agreement;

(b) The Assignor and the Owner Participants hereby release and discharge the Lessee from all liabilities and obligations arising subsequent to the Assignment Date pursuant to, and as recited in, the Lease and the Assignee Letter Agreement;

(c) Itel hereby releases and discharges the Owner Participants and the Assignor from all present and future liabilities and obligations pursuant to, and as recited in, the Owner Participant Letter Agreement; and

(d) As contemplated by the Equipment Trust, after the payment of the amounts as indicated in paragraph 2 hereof, the Equipment Trustee hereby acknowledges and confirms that such payments represent the discharge in full of the Equipment Trustee's interest in the Equipment, and the Equipment Trustee shall execute for record in public offices, at the expense of the Assignee, such instrument or instruments in writing as reasonably shall be requested by the Assignor and the Assignee in order to make clear upon public records the Assignee's full right, title and interest to the Equipment.

4. The Assignee hereby agrees to save and hold harmless the Assignor, the Lender, ITEL, the Equipment Trustee and the Owner Participants from and against all taxes, impositions, penalties, costs, and liabilities associated with or arising out of the assignment and transfer of the Equipment pursuant to this Agreement. The Assignee hereby represents and warrants that its execution and delivery of this Agreement and its performance of all undertakings recited herein have been duly authorized by a valid and binding resolution of Assignee's board of directors. It is specifically understood and agreed that any federal or provincial sales taxes imposed by any Canadian governmental entity, whether Federal, provincial or local, will be the responsibility of the Assignee, and will not be charged to any other party to this Agreement.

5. The Lessee hereby warrants that it has heretofore paid to the Equipment Trustee the full amount of rent due, owing and accrued as of the Assignment Date, receipt of which is hereby acknowledged by the Equipment Trustee.

6. The Assignor hereby warrants that it has legal title to the Equipment and good and lawful right to sell the same and that title to such Equipment transferred to Assignee herewith and pursuant to this Agreement is free and clear of all claims, liens, security interests, security titles and encumbrances of any nature.

7. Any notices required to be given pursuant to this Agreement shall be given in writing and be served either personally or delivered by mail, postage prepaid and addressed to the following addresses:

If to Assignee:

VIA Rail Canada, Inc.
1801 McGill College Ave., Suite 1300
Box 8116
Montreal, Quebec
CANADA H3A 2N4
Attention: Vice President,
Finance & Administration

If to Assignor:

First Security State Bank
79 South Main Street
Salt Lake City, UT 84111
Attention: Corporate Trust
Department

If to Equipment Trustee:

United States Trust Company of
New York
45 Wall Street
New York, NY 10005
Attention: Corporate Trust
Department

If to Itel: Itel Corporation, Lease Finance
Division
One Embarcadero Center, 28th Floor
San Francisco, CA 94111
Attention: Mr. Edwin H. Clock
Senior Counsel

If to Lender: Independence Savings Bank
130 Court Street
Brooklyn, NY 11202
Attention: Mr. William Baumann
Treasurer

If to Lessee: Canadian National Railway Company
935 La Gauchetiere
P. O. Box 8108
Montreal, Quebec
CANADA H3C 3N3
Attention: Treasurer

If to Owner Participants: First Security Leasing Company
First Security Bank of Utah, N.A.
79 South Main Street
Salt Lake City, UT 84111
Attention: Mr. EksAyn Anderson
Leasing Officer

8. This Agreement may be executed in any number of counterparts and by the different parties hereto as separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but one and the same instrument. This Agreement shall be deemed effective as of the Assignment Date.

[THIS SPACE INTENTIONALLY LEFT BLANK]

9. This Agreement shall be governed by, and be construed in accordance with, the laws of the Province of Alberta, Canada. All references in this Agreement to dollar amounts shall be in the currency of the United States of America.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment, Transfer and Release Agreement to be executed in their respective corporate names by officers thereunto duly authorized.

Assignor:

FIRST SECURITY STATE BANK

By

Title Trust Officer

Date

July 14, 1980

Assignee:

VIA RAIL CANADA, INC.

By _____

Title _____

Date _____

Lessee:

CANADIAN NATIONAL RAILWAY COMPANY

By _____

Title _____

Date _____

(continued)

9. This Agreement shall be governed by, and be construed in accordance with, the laws of the Province of Alberta, Canada. All references in this Agreement to dollar amounts shall be in the currency of the United States of America.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment, Transfer and Release Agreement to be executed in their respective corporate names by officers thereunto duly authorized.

Assignor:

FIRST SECURITY STATE BANK

By _____

Title _____

Date _____

Assignee:

VIA RAIL CANADA, INC.

By [Signature]

Title Vice-President, Finance & Administration

Date July 15, 1980

[Signature]
J.M. HUART, Assistant Secretary

CANADIAN NATIONAL RAILWAY COMPANY

Lessee:

By _____

Title _____

Date _____

(continued)

9. This Agreement shall be governed by, and be construed in accordance with, the laws of the Province of Alberta, Canada. All references in this Agreement to dollar amounts shall be in the currency of the United States of America.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment, Transfer and Release Agreement to be executed in their respective corporate names by officers thereunto duly authorized.

Assignor: FIRST SECURITY STATE BANK
By _____
Title _____
Date _____

Assignee: VIA RAIL CANADA, INC.
By _____
Title _____
Date _____

Lessee: CANADIAN NATIONAL RAILWAY COMPANY
Approved as to form only
Attorney
By *H. K. Hunt*
Title Corporate Vice-President
Date 14 July 1980
D. C. [Signature]
ASSISTANT SECRETARY

(continued)

Lender:

INDEPENDENCE SAVINGS BANK OF NEW YORK

By *W.R. Baumann*

Title TREASURER

Date 7/14/80

Equipment Trustee:

UNITED STATES TRUST COMPANY OF
NEW YORK

By _____

Title _____

Date _____

Owner Participants:

FIRST SECURITY BANK OF UTAH, N.A.

By _____

Title _____

Date _____

FIRST SECURITY LEASING COMPANY

By _____

Title _____

Date _____

Itel:

ITEL CORPORATION, LEASE
FINANCE DIVISION

By _____

Title _____

Date _____

Lender:

INDEPENDENCE SAVINGS BANK OF NEW YORK

By _____

Title _____

Date _____

Equipment Trustee:

UNITED STATES TRUST COMPANY OF
NEW YORK

By Thomas B. Zeleny

Title Asst. & Vice Pres.

Date 7/15/80

Owner Participants:

FIRST SECURITY BANK OF UTAH, N.A.

By _____

Title _____

Date _____

FIRST SECURITY LEASING COMPANY

By _____

Title _____

Date _____

Itel:

ITEL CORPORATION, LEASE
FINANCE DIVISION

By _____

Title _____

Date _____

Lender:

INDEPENDENCE SAVINGS BANK OF NEW YORK

By _____

Title _____

Date _____

Equipment Trustee:

UNITED STATES TRUST COMPANY OF
NEW YORK

By _____

Title _____

Date _____

Owner Participants:

FIRST SECURITY BANK OF UTAH, N.A.

By R. J. Jensen

Title Exec. V.P.

Date 7/14/80

FIRST SECURITY LEASING COMPANY

By C. H. [Signature]

Title Pres

Date 7/14/80

Itel:

ITEL CORPORATION, LEASE
FINANCE DIVISION

By _____

Title _____

Date _____

Lender:

INDEPENDENCE SAVINGS BANK OF NEW YORK

By _____

Title _____

Date _____

Equipment Trustee:

UNITED STATES TRUST COMPANY OF
NEW YORK

By _____

Title _____

Date _____

Owner Participants:

FIRST SECURITY BANK OF UTAH, N.A.

By _____

Title _____

Date _____

FIRST SECURITY LEASING COMPANY

By _____

Title _____

Date _____

Itel:

ITEL CORPORATION, LEASE
FINANCE DIVISION

By Bethann C. [Signature]

Title Vice President

Date 7/15/80