DONELAN, CLEARY, WOOD & MASER, P. C.
ATTORNEYS AND COUNSELORS AT LAW
SUITE 850
1275 K STREET, N. W.
WASHINGTON, D. C. 20005-4078
TELEPHONE: (202) 371-9500
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2-101A001

RECORDATION NO. 16444-C FILED 1425

APR 10 1992 -9 05 AM

INTERSTATE COMMERCE COMMISSION

April 10, 1992

Recordation No. 16444

$16.00 filing fee

Dear Mr. Strickland:

On behalf of Confederation West Leasing Inc., I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, executed counterparts of a secondary document, not previously recorded, entitled Assignment and Assumption Agreement ("Assignment").

APR 10 8 55 AM '92
MOTOR OPERATING UNIT

The parties ("Parties") to the enclosed Assignment are:

Confederation Leasing Limited ("CLL") - ASSIGNOR
321 Bloor Street East, 8th Floor
Toronto, Ontario M4W 1H1
Canada

Confederation West Leasing Inc. ("CWLI") - ASSIGNEE
1140 West Pender Street, Suite 1390
Vancouver, British Columbia V6E 4G1
Canada

this one is 16444-C

The said Assignment, among other things, is a transfer and assignment of the rights and interest of CLL to CWLI in, to and under, among others, that certain Lease filed and recorded with the Interstate Commerce Commission under Recordation No. 16444 and should be recorded under the next available letter which we believe is -C.

The equipment covered by the instant Assignment includes the equipment covered by the aforesaid Lease, among others.

Counterparts

A short summary of the Assignment to appear in the ICC Index is as follows:

"Assignment of above Lease"

Enclosed is a check in the amount of sixteen dollars ($16.00) in payment of the filing fee.

Once the filing has been made, please return to bearer the stamped counterpart(s) of the document not required for filing purposes, together with the fee receipt, the letter from the ICC acknowledging the filing, and the two extra copies of this letter of transmittal.

Very truly yours,

Allen H. Harrison, Jr.
Attorney for CWLI for the purpose
of this filing.

Honorable Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20231

*Enclosures*
BY HAND

0768E/28-32

RECORDATION NO. 16444-C FILED 1425
APR 10 1992 9 00 AM
INTERSTATE COMMERCE COMMISSION

# ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT made as of the 27th day of March, 1992 and effective as of the 31st day of December, 1991.

BETWEEN

Confederation Leasing Limited
(the "Assignor" or "CLL")

- and -

Confederation West Leasing Inc.
(the "Assignee" or "CWLI")

BACKGROUND:

A. Pursuant to a purchase and sale agreement dated the 16th day of December, 1991 (the "CLL Purchase Agreement") between CLL and General Electric Capital Canada Leasing Inc. ("GE"), CLL purchased from GE all of GE's right, title and interest in and to:

(i) the railway rolling stock set out on Schedule 1 hereto (the "Units");

(ii) the Operative Documents (as defined in the CLL Purchase Agreement), including all payments due thereunder to GE after December 16, 1991 and the benefit of all covenants, waivers, releases, indemnities of Canadian National Railway Company ("CN") and SLX Canada Inc. ("SLX") under the Operative Documents.

B. Pursuant to an assignment and assumption agreement dated as of December 16, 1991 (the "CLL Assignment Agreement"), GE assigned to CLL all of its rights, title and interest in the Assigned Contracts (as defined in the CLL Assignment Agreement) including, without limitation, the Leases (as defined in the CLL Assignment Agreement) and CLL assumed all obligations and liabilities of GE under the Assigned Contracts including, without limitation, the Leases.

C. Pursuant to an agreement of purchase and sale dated as of December 31, 1991, the Assignor sold the Units to the Assignee (the "CWLI Purchase Agreement").

The Assignor has agreed to assign the Assignor's right, title and interest in and to the Assigned Contracts (as defined in the CLL Assignment Agreement and the CLL Purchase Agreement (collectively the "CLL Assigned Contracts").

WITNESSETH that for valuable consideration, the parties agree as follows:

1. Assignment. The Assignor hereby absolutely assigns, transfers and sets over unto the Assignee the CLL Assigned Contracts and all of the Assignor's right, title, benefits, interest and obligations in, to and under the CLL Assigned Contracts including, without limitation, all present and future rentals and other amounts payable or to become payable under the Leases from and after the date hereof, and together with the benefit of all covenants and all waivers, releases, indemnities and other obligations of CN thereunder, and the Assignor hereby agrees that all amounts hereafter received by or on behalf of the Assignor under the CLL Assigned Contracts shall be held by it in trust for and shall forthwith be paid over to the Assignee without notice or demand. The Assignee hereby assumes all liabilities and obligations of the Assignor under the CLL Assigned Contracts arising from and after the date hereof and acknowledges that CN may, under the terms of the Leases, elect to purchase the Equipment as provided therein and that SLX has certain rights under certain of the CLL Assigned Contracts as described therein.

2. Assignor's Covenants and Warranties. The Assignor hereby covenants with and warrants to the Assignee that:

(a) it has full corporate power and authority to enter into this Agreement and has not performed any acts or executed any other instrument which might prevent the Assignor from giving full effect to this Agreement, and the CLL Assigned Contracts, rentals and other amounts and all right, title and interest of the Assignor therein hereby assigned or intended so to be, are free and clear of all liens, charges, prior assignments or encumbrances of any kind or nature whatsoever, and all approvals, consents or authorizations, if any, necessary with respect hereto and the transactions contemplated herein have been obtained;

(b) this Agreement has been duly and validly authorized, executed and delivered by the Assignor and is a valid and legally binding agreement of the Assignor enforceable against it in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, and other laws affecting creditors' rights generally and to general principles of equity;

(c) to the best of the knowledge of the Assignor, the Units have not been replaced or substituted for except in accordance with the express terms of the Leases and in such a way as not to diminish in any material respect the aggregate fair market value of the Units subject to the Leases;

(d) there has been no pre-payment of rent or any other amounts payable under the Leases, the Assignor is not holding any sums as cash security for the performance of any obligations by CN under the Leases and there has been no default under any of the Leases.

3. Assignee's Covenants and Warranties. The Assignee hereby covenants with and warrants to the Assignor that:

(a) it has full corporate power and authority to enter into this Agreement and has not performed any acts or executed any other instrument which might prevent the Assignee from giving full effect to this Agreement and all approvals, consents or authorizations, if any, necessary with respect hereto and the transactions contemplated herein have been obtained; and

(b) this Agreement has been duly and validly authorized, executed and delivered by the Assignee and is a valid and legally binding agreement of the Assignee enforceable against it in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency and other laws affecting creditors' rights generally and to general principles of equity.

4. Future Assignments. The Assignee hereby agrees that it shall not assign, transfer or set over the whole or any portion of the Leases or other CLL Assigned Contracts and/or its right, title, benefits, interest and obligations thereunder to any third party without first giving CN and

SLX at least 10 days prior written notice of such assignment, transfer or set over.

5. Notice. Any notice or other communication to a party under the provisions of this Agreement shall be in writing and may be delivered personally or sent by prepaid mail or telecopier to the following mailing or telecopier address, as applicable:

(1) to the Assignor,

Confederation Leasing Limited
321 Bloor Street East
8th Floor
Toronto, Ontario
M4W 1H1

Facsimile Number: (416) 323-4115
Attention: President

(2) to the Assignee,

Confederation West Leasing Inc.
1140 West Pender Street
Suite 1390
Vancouver, British Columbia
V6E 4G1

Facsimile: (604) 669-8822
Attention: The President

Any such notice or other communication if personally delivered or mailed or telecopied, shall be deemed to have been given when received and, if telexed and the appropriate answerback received, shall be deemed received at the time that the answerback is received. Any party may from time to time notify the other in writing of a change of mailing or telecopier address in the manner set forth herein which thereafter, until changed by like notice, shall be the address of that party for all purposes of this Agreement.

6. Further Assurances. The Assignor covenants and agrees that it will at the request of the Assignee at any time or times hereafter do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, consents, powers of attorney, assurances or other documents and take all such other actions as may be reasonably required for the assigning, transferring, granting, conveying, assuring and confirming

to the Assignee, or for aiding or assisting in the reducing to possession by the Assignee, any of the rights, interests or assets intended to be hereby transferred, conveyed and assigned.

7. Time of Essence. Time shall be of the essence of this Agreement.

8. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the province of Ontario.

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

IN WITNESS WHEREOF the parties have duly executed this Agreement on the day first written above.

| CONFEDERATION LEASING LIMITED | CONFEDERATION WEST LEASING INC. |
|---|---|
| By: _____ c/s | By: _____ c/s |
| Name: BRADLEY D. NULLMEYER | Name: Brian Palmer |
| Position: SENIOR VICE PRESIDENT | Position: President |
| By: _____ c/s | By: _____ c/s |
| Name: JAMES A. MISENER | Name: Chris Downing |
| Position: SENIOR VICE PRESIDENT | Position: Asst Secretary |

SCHEDULE 1

| TYPE | SPECIFICATION | BUILDER | IDENTIFICATION NUMBER | | QUANTITY |
|---|---|---|---|---|---|
| | | Group 1 | | | |
| 70-ton 52'8" straight bulkhead steel flat cars AAR Class FB | CN Specification F-40-12 dated November, 1972 General Arrangement Drawing 9H-37846-A November, 1972 and Spec. SS-1966 | Hawker Siddeley Canada Ltd., Trenton, Nova Scotia, 1973 & CN, Transcona, Manitoba 1973 | DWC | 605000 - 605078<br>605080 - 605181<br>605183 - 605249<br>605251 - 605283<br>605285 - 605345<br>605347 - 605391<br>605393 - 605454<br>605456 - 605485<br>605487 - 605555<br>605557 - 605565<br>605567 - 605599 | 590 |
| | | Group 2 | | | |
| 100-ton 62'6" steel flat cars for freight service AAR class FM | CN Specification F-40-11 dated November 1972 General arrangement Drawing 9H-37845-A and Spec. SS-1966 | CN, Montreal Quebec, 1973 | CN | 667100 - 667274 | 175 |
| 100-ton 62'6" steel flat cars for freight service AAR Class FM | CN Specification F-40-11 dated November 1972 General Arrangement Drawing 9H-37848-A [with end of car cushioning] and Spec. SS-1966 | | CN | 667900 - 667924 | 25 |

| TYPE | SPECIFICATION | BUILDER | | IDENTIFICATION NUMBER | QUANTITY |
|---|---|---|---|---|---|
| | | Group 3 | | | |
| 100-Ton 2,300 cu.ft. capacity cylindrical tank ore hopper cars | C.N.R. Spec. F-70-16 dated May 1972 General arrangement DWG 9H-37751-A and Spec. SS-1966 | National Steel Car, Hamilton, Ontario 1973 | CN | 346500 - 346542<br>346544<br>346546 - 346553 | 52 |
| | | Group 4 | | | |
| 3300 cu. ft. pressure flow hopper cars | AAR Specification No. AAR-207A40W Procor General Arrangement Drawing 74647 | Procor, Oakville Ontario, 1973 | CNIS | 374524 - 374555<br>374557 - 374574 | 50 |

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| | |
|---|---|
| TYPE: | SD-60F, 3800 HP, Diesel Electric Locomotives |
| SPECIFICATIONS: | In accordance with Builder's Proposal DDL 1309 dated January 19, 1988 as revised March 16, 1988. Further correspondence between GMD and CN on file. |
| BUILDER: | General Motors of Canada Limited, London, Ontario |
| IDENTIFICATION NUMBERS: | CN 5514 to CN 5523 (inclusive) |
| QUANTITY: | 10 |

## Group 1

| TYPE | SPECIFICATION | BUILDER | IDENTIFICATION NUMBER | QUAN-TITY | UNIT PRICE |
|---|---|---|---|---|---|
| Box cars | 70 ton 50'6", 50 ft compartment, 12 ft door, Class XL and<br><br>70 ton 50'6", 52 ft double door, Class XM and<br><br>70 ton 50'6", 50 ft compartment, 12 ft door Class XM | National Steel Car Corporation. Built November 1973 through April 1974 | CN 410000 - 410002<br>CN 410004 - 410031<br>CN 410033 - 410049<br>CN 410051 - 410055<br>CN 410058 - 410079<br>CN 410081 - 410085<br>CN 410088<br>CN 410090 - 410096<br>CN 410098 - 410099<br><br>CN 411000 - 411015<br>CN 411017 - 411020<br>CN 411022 - 411117<br>CN 411119 - 411129<br>CN 411132 - 411153<br>CN 411156 - 411176<br>CN 411178 - 411185<br>CN 411187 - 411193<br>CN 411195 - 411234<br>CN 411236 - 411245<br>CN 411247 - 411250<br>CN 411252 - 411290<br>CN 411292<br>CN 411294 - 411313<br>CN 411315 - 411336<br>CN 411338 - 411357<br>CN 411359 - 411372<br>CN 411374 - 411399 | 758 | $11,988.93 |

| TYPE | SPECIFICATION | BUILDER | IDENTIFICATION NUMBER | QUAN-TITY | UNIT PRICE |
|---|---|---|---|---|---|
| | | | CN 411932 | | |
| | | | CN 411901 | | |
| | | | CN 411952 | | |
| | | | CN 411974 | | |
| | | | CN 411902 | | |
| | | | CN 411903 | | |
| | | | CN 411904 | | |
| | | | CN 557440 - 557444 | | |
| | | | CN 557446 - 557459 | | |
| | | | CN 557461 | | |
| | | | CN 557463 - 557468 | | |
| | | | CN 557470 - 557514 | | |
| | | | CN 557516 - 557519 | | |
| | | | CN 557521 - 557532 | | |
| | | | CN 557534 - 557545 | | |
| | | | CN 557547 | | |
| | | | CN 557549 - 557571 | | |
| | | | CN 557573 - 557588 | | |
| | | | CN 557590 - 557592 | | |
| | | | CN 557594 - 557604 | | |
| | | | CN 557606 - 557622 | | |
| | | | CN 557624 - 557642 | | |
| | | | CN 557644 - 557647 | | |
| | | | CN 557649 - 557659 | | |
| | | | CN 557661 - 557669 | | |
| | | | CN 557671 - 557678 | | |
| | | | CN 557680 - 557702 | | |
| | | | CN 557704 - 557739 | | |

| TYPE | SPECIFICATION | BUILDER | IDENTIFICATION NUMBER | QUAN-TITY | UNIT PRICE |
|---|---|---|---|---|---|
| Gondola cars | 100 ton, fixed sides, fixed ends, Class GB | Hawker Siddeley Canada Limited. Built January 1974. | CN 137350 - 137379<br>CN 137381 - 137389<br>CN 137391 - 137406<br>CN 137408 - 137449<br>CN 137451 - 137487<br>CN 137489 - 137542<br>CN 137544 - 137549 | 194 | $12,620.51 |

| TYPE | SPECIFICATION | BUILDER | IDENTIFICATION NUMBER | QUAN-TITY | UNIT PRICE |
|---|---|---|---|---|---|
| Steel Container Flat Cars | 100 ton, Inside length 80'5", Class FC | Marine Industries Ltd., Sorel, Quebec, built February, 1974 | CN 639200 - 639257<br>CN 639259 - 639276<br>CN 639278 - 639286<br>CN 639288 - 639394<br>CN 639396 - 639444 | 241 | $13,315.39 |

| TYPE | SPECIFICATION | BUILDER | IDENTIFICATION NUMBER | QUAN-TITY | UNIT PRICE |
|---|---|---|---|---|---|
| Flush deck flat cars | 89'4", 50 ton Class FMS | Whitehead & Kales Company, Detroit, built December, 1973 | CNA 753200 - 753214 | 15 | $11,013.32 |

| TYPE | SPECIFICATION | BUILDER | IDENTIFICATION NUMBER | QUAN-TITY | UNIT PRICE |
|---|---|---|---|---|---|
| Bulkhead flat cars | 70 ton, 52'8", Class FB | Canadian National, Winnipeg, built December 1973 | DWC 605600 - 605660<br>DWC 605662 - 605679 | 79 | $10,115.50 |
| | | | DWC 605680 - 605799 | 120 | $9,576.80 |

## Group 6

| TYPE | SPECIFICATION | BUILDER | IDENTIFICATION NUMBER | QUAN-TITY | UNIT PRICE |
|---|---|---|---|---|---|
| High Cube box cars | 100-ton, 86'6", Door size 20', Class XL | Greenville Steel Car Company, Pennsylvania Built April 1974 | CNA 795000 - 795028 | 29 | $10,773.90 |

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| | | |
|---|---|---|
| PROVINCE OF ONTARIO | ) | ASSIGNMENT AND ASSUMPTION |
| | ) | AGREEMENT dated as of March 27, |
| | ) | 1992 effective as of Decmeber 31, |
| | ) | between Confederation Leasing |
| | ) | Limited and Confederation West |
| | ) | Leasing Inc. |

On this March 31ST, 1992, before me personally appeared Bradley D. Nullmeyer to me personally known, who, being by me duly sworn, says that he is a Sr. Vice President of Confederation Leasing Limited, that one of the seals affixed to the foregoing instrument is the seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, that he signed the said instrument on March 31ST, 1992 on behalf of the Corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public in and for
the Province of Ontario

(Notarial Seal)

| | | |
|---|---|---|
| PROVINCE OF BRITISH COLUMBIA | ) | ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of March 27, 1992, but effective as of December 31, 1991 between Confederation Leasing Limited and Confederation West Leasing Inc. |

On this April 3, 1992, before me personally appeared BRIAN PALMER and CHRIS DOWNING, both to me personally known, who, being by me duly sworn, say that they are the President and Assistant Secretary of Confederation West Leasing Inc. (the "Corporation"), respectively, that one of the seals affixed to the foregoing instrument is the seal of the Corporation, that said instrument was signed and sealed on behalf of the Corporation by authority of its Board of Directors, that they signed the said instrument on April 3, 1992 on behalf of the Corporation, and acknowledged that the execution of the foregoing instrument was the free act and deed of the Corporation.

Notary Public in and for the
Province of British Columbia

(Notarial Seal)