

THIS AGREEMENT made as of the 24th day of September, 1984.

A M O N G

NORTHERN TELECOM LIMITED, a body corporate, duly incorporated under the laws of Canada, and having its registered office in the City of Montreal, Province of Quebec, Canada

(hereinafter called the "Corporation")

PARTY OF THE FIRST PART,

- and -

MONTREAL TRUST COMPANY, a body corporate, duly incorporated under the laws of the Province of Quebec, and having its head office in the City of Montreal, Province of Quebec, Canada

(hereinafter called the "MTC")

PARTY OF THE SECOND PART,

- and -

MONTREAL TRUST COMPANY OF CANADA, a body corporate, duly incorporated under the laws of Canada, and having its principal office in the City of Toronto, Province of Ontario, Canada

(hereinafter called the "Montreal Trust")

PARTY OF THE THIRD PART.

WHEREAS the Corporation has established and is maintaining certain Health and Welfare Plans, as amended from time to time (collectively the "Health and Welfare Plan");

AND WHEREAS the Corporation and MTC entered into an agreement dated as of and with effect from the 1st day of January, 1980, (the "Trust Agreement"), respecting trust arrangements pertaining to the Health and Welfare Plan;

AND WHEREAS the parties hereto wish to evidence the transfer and assignment of the rights and obligations of MTC under the Trust Agreement to Montreal Trust and certain other amendments, all as specified herein;

NOW THEREFORE this Agreement witnesseth as follows:

1. MTC hereby assigns, transfers and sets over unto Montreal Trust, with effect from and after the date hereof, all of its right, title and interest, as trustee, in the Trust Agreement and the trust fund established thereunder (the "Trust Fund").

2. The Corporation hereby consents to the assignment to Montreal Trust from MTC of the trusteeship of the Trust Fund under the Trust Agreement and hereby confirms the appointment of Montreal Trust as the trustee under the Health and Welfare Plan.

3. Montreal Trust hereby accepts all right, title and interest in and to the trust herein and contributed under the Trust Agreement, assumes all duties and obligations thereunder, and agrees to act as trustee to hold all property now or hereafter constituting the Trust Fund in accordance with the provisions thereof.


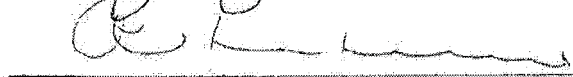
4. MTC covenants and agrees that it shall execute all such further assurances as may be necessary or desirable from time to time to give full effect to the transfer of the trusteeship provided for herein.

5. The Trust Agreement governing the said trust shall be amended by deleting the Trustee's address referred to in ARTICLE V and substituting the following address therefor:

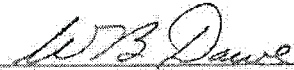
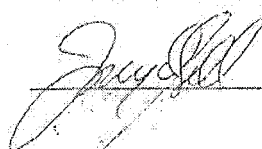
Montreal Trust Company of Canada  
Pension Trust Administration  
15 King Street West  
Toronto, Ontario  
M5H 1B4

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their authorized officers and their respective corporate seals to be affixed and attested as of the day and year first above written.


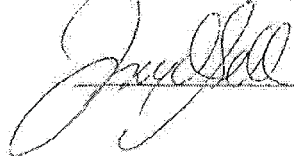
NORTHERN TELECOM LIMITED

  
\_\_\_\_\_  
  
\_\_\_\_\_ C/S

MONTREAL TRUST COMPANY

  
\_\_\_\_\_  
  
\_\_\_\_\_ C/S  
W. B. DAWE, Asst. Manager  
PENSION SYSTEMS

MONTREAL TRUST COMPANY OF CANADA

  
\_\_\_\_\_  
  
\_\_\_\_\_ C/S  
W. B. DAWE, Asst. Manager  
PENSION SYSTEMS