

Section D

RIGHT OF ENTRY FORM FOR INVITEES General Conditions

1. "Railroad" refers to Canadian National Railway Company or such of its affiliates or associates (within the meaning ascribed to those terms under the *Canada Business Corporations Act*) to whose property this Authorization and Consent relates.
2. This Agreement is entered into as of this [date]_____ between Railroad, having its registered office at 935 de la Gauchetière West, Montreal, Quebec, H3B 2M9, and [Individual Name]_____ ("Invitee"), residing at [Address]_____.
3. The Railroad, solely to the extent of its right, title and interest, without any warranty, expressed or implied, at law, under contract or otherwise, hereby grants to invitee, Authorization and Consent to enter upon the property described under Section "A" hereto (the "Railroad property") for the sole purpose described under Section "A" hereto.
4. This Authorization and Consent shall terminate forthwith upon expiration of the term noted in Exhibit "A" hereto, it being understood that Railroad shall have entire discretion to revoke this Authorization and Consent at any time prior to the expiration of the term, upon notice to that effect to the Invitee, which notice shall be effective forthwith upon receipt by the Invitee or at such later date indicated by Railroad in the aforesaid notice.
5. The Railroad grants this consent subject to the understanding that Invitee will:
 - 5.1. See that any activities conducted on said Railroad property are done in a good workmanlike manner, in compliance with applicable laws, statutes, regulations, policies, directives, orders, approvals and other legal requirements and in such manner and at such time as not to obstruct or interfere with Railroad's operation, trains or the functioning of its signal and communications systems or any fiber optic cable system or unduly delay the safe passage of Railroad's trains;
 - 5.2. Observe, abide by and comply with any and all guidelines, directives and policies adopted from time to time by Railroad including, without limitation (i) Railroad's drug and alcohol policy; and (ii) Safety Guidelines for Contractors and Non-CN Personnel; and
 - 5.3. Return said Railroad property to the same condition, reasonable wear and tear excepted, as existed prior to such work, failing which Railroad, after providing written notice to Invitee, and allowing Invitee a reasonable amount of time to return the Railroad property to the same condition, may do so at Invitee's sole cost and expense.

Indemnity

6. The invitee agrees to indemnify and save harmless Railroad, its affiliates and associates and their employees, servants, and agents (collectively the "Indemnitee") from and against claims, demands, suits, judgments, actions, liens and other encumbrances, settlements, liability, costs and expenses (including, without limitation, court costs, experts' fees and attorneys' fees) when the injury, death, damage, loss or destruction is caused by the breach of contract or warranty, violation of statute, intentional misconduct or negligent act or omission of the invitee, its employees, agents, contractors or subcontractors or when such act or omission is the kind for which one is made strictly liable, whether such claim arises in equity, at common law, or by statute, or under the law of contracts, torts (including without limitation, negligence and strict liability without regard to fault) or property of every kind or character (including Railroad property) ("Claims") and including, without limitation, Claims for personal injury or bodily injury to or death of any person, emotional distress, real and personal property damage and including derivative, consequential, indirect damages and economic loss, and also including, without limitation, Claims arising in favor of or brought by any of Invitee's employees, agents, contractors or representatives, or by any governmental agency or any other third party. Invitee shall not, however, be responsible for any such Claims to the extent it is solely caused by the gross negligence or wilful misconduct of the Indemnitee.

Miscellaneous

7. The invitee shall not have the right to transfer and/or assign this Authorization and Consent or any of its rights hereunder without Railroad's prior written consent, which consent Railroad shall have entire discretion to withhold or delay.
8. This Authorization and Consent shall be governed by the laws of the jurisdiction where Railroad property accessed under the authority hereof is located, as noted under Section "A" hereto.

The parties have executed this Agreement this _____ day of _____, 200__.

RAILROAD

Print Name:
Title:

INVITEE

Print Name: Signature:

Railroad property: _____
*(indicate if access
is for property,
locomotives or
other equipment)* _____

Limited Access Purpose: For the limited purpose of _____ [insert
detailed description].

Term: A term of _____ [number of days/months/years],
beginning on [commencement date] _____ and
terminating on [termination date] _____, unless
sooner terminated as provided hereunder.

Representative: _____
(name, title and
address) _____
