

SECURITY AGREEMENT SUPPLEMENT NO. 1 JUL 9 1979 - 11 45 AM
INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT SUPPLEMENT NO. 1, dated March 30, 1979, from WELLS FARGO TRANSPORT LEASING CORPORATION, a California corporation (the "Owner"), to THE CONNECTICUT BANK AND TRUST COMPANY, a national banking association incorporated and existing under the laws of the United States, as a trustee (the "Corporate Trustee") and DONALD E. SMITH, as a trustee (the "Individual Trustee") under the Security Agreement-Trust Deed dated as of January 10, 1979, from the Owner to the Trustees (the "Security Agreement"),

W I T N E S S E T H :

WHEREAS, the Security Agreement provides for the execution and delivery from time to time of Security Agreement Supplements substantially in the form hereof each of which shall particularly describe Units of Equipment (such term and other defined terms in the Security Agreement being herein used with the same meaning) included in the Collateral and subject to the security interest of the Security Agreement;

NOW, THEREFORE, TO SECURE THE PAYMENT when and as due and payable of the principal of and the premium, if any, and interest on the Notes, and to secure the payment of all other indebtedness which the Security Agreement by its terms secures and compliance with all the terms of the Security Agreement and of such Notes the Debtor does hereby create and grant to the Trustees and to their successors and assigns a security interest in the following properties:

(a) all the items of property and equipment described in Schedule A annexed hereto;

(b) all additional or substituted items of property or equipment which hereafter may be subjected to the security interest of the Security Agreement by operation thereof; and

(c) all rents, income, revenues, issues, profits and proceeds arising from or in connection with any of the foregoing except for rents and other sums excluded under Section 1.5 of the granting clauses of the Security Agreement.

SAVING AND EXCEPTING, however, from the properties in which a security interest is hereby created and granted, all property saved and excepted from the coverage of the granting clauses of the Security Agreement by the excepted properties clause immediately following the granting clauses thereof and all rents, income, revenues, issues, profits and proceeds arising from or in connection with such properties so saved and excepted.

THE AFORESAID SECURITY INTEREST is created and granted and is to be held by the Trustees in trust, upon the terms and trusts set forth in the Security Agreement, for the equal and proportionate benefit and security of those who shall hold the Notes, without preference of any of such Notes over any other by reason of priority in the time of issue or negotiation thereof, or for any other reason.

AND THE DEBTOR hereby binds itself, its successors and assigns, to warrant and forever defend to the Trustees and their successors and assigns the security interest hereby created and granted.

This Supplement shall be construed as supplemental to the Indenture and shall form a part of it, and the Security Agreement is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

This Supplement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

This Supplement shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the Debtor has caused this Supplement to be executed and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized.

WELLS FARGO TRANSPORT LEASING CORPORATION

By _____
Its President

By _____
Its Senior Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 5th day of July 1979, before me personally appeared Richard Oppenheimer and T. J. Rozinski, to me personally known, who being by me duly sworn, says that they are the President and Senior Vice President, respectively, of WELLS FARGO TRANSPORT LEASING CORPORATION, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

Diane L. Baxter
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES JUNE 30 1981
ISSUED THRU ILLINOIS NOTARY ASSOC.

<u>Description of Equipment</u>	<u>Serial No.</u>	<u>Identifying No.</u>
One (1) 125-ton diesel electric locomotive switcher	41109	CPOX-3