

FIRST WESTERN BANK AND TRUST COMPANY
235 Montgomery Street
San Francisco, California 94104

6295- D and
6295-6

RECORDATION NO. _____ Filed & Recorded

February 29, 1972

MAR 6 1972 -10 10 AM

INTERSTATE COMMERCE COMMISSION

Secretary,
Interstate Commerce Commission,
Washington, D. C. 20423

Dear Sirs:

Herewith for filing and recordation pursuant to Section 20c of the Interstate Commerce Act are ten executed and acknowledged counterparts of each of the following documents:

(1) Supplemental Agreement dated as of February 1, 1972, between John Hancock Mutual Life Insurance Company (the "Vendor"), 200 Berkeley Street, Boston, Massachusetts 02117, and First Western Bank and Trust Company (the "Company"), 235 Montgomery Street, San Francisco, California 94104, amending the Conditional Sale Agreement dated as of August 15, 1971, between Marine Industries Limited (the "Builder"), and the Company as purchaser, 235 Montgomery Street, San Francisco, California 94104, which was recorded on September 2, 1971, at 12:30 p.m. and assigned recordation No. 6295, and which was assigned to the Vendor by an Agreement and Assignment dated as of August 15, 1971, between the Builder and the Vendor, which was recorded on October 29, 1971, at 10:40 a.m. and assigned recordation No. 6295B.

(2) Amendment Agreement, dated as of February 1, 1972, among the Company, Duluth, Winnipeg and Pacific Railway Company (the "Lessee"), 1200 Alworth Building, Duluth, Minnesota 55002, and the Vendor, amending a Lease of Railroad Equipment dated as of August 15, 1971, between the Company and the Lessee which was recorded on September 2, 1971, at 12:30 p.m. and assigned recordation No. 6295-A, and which was assigned to the Vendor by a Collateral Assignment of Lease and Agreement dated as of August 15, 1971, between

the Company and the Vendor, which was recorded on October 29, 1971, at 10:40 a.m. and assigned recordation No. 6295C.

Both of the above-described documents cover 500 70-ton bulkhead flat cars, to bear the road numbers of Duluth, Winnipeg and Pacific Railway Company DWC 606350 to 606849, inclusive, and will be marked "JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, BOSTON MASSACHUSETTS, SECURITY-OWNER".

Also enclosed is a check in the amount of \$20 representing the required recording fee.

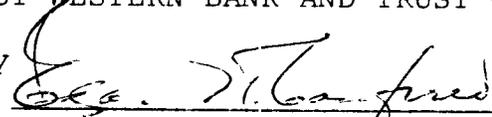
Please file and record in your office two counterparts of the Supplemental Agreement, and two counterparts of the Amendment Agreement.

Please stamp the remaining eight counterparts of each document with the appropriate recordation data and return them to the delivering messenger along with your letter confirming such recordation, addressed to First Western Bank and Trust Company, 235 Montgomery Street, San Francisco, California 94104, attention of the undersigned, and your fee receipt for the recordation fee.

Very truly yours,

FIRST WESTERN BANK AND TRUST COMPANY,

by



EDGAR H. CANFIELD

Vice President & Trust Officer

Encls.

BY HAND

6295-E^o

RECORDATION NO. _____ Filed & Recorded

MAR 6 1972 -10 40 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of February 1, 1972, among FIRST WESTERN BANK AND TRUST COMPANY (hereinafter called the Lessor) as Owner-Trustee under a Trust Agreement dated as of August 15, 1971, with United California Bank, DULUTH, WINNIPEG AND PACIFIC RAILWAY COMPANY (hereinafter called the Lessee) and JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY (hereinafter called the Investor).

WHEREAS the Lessor and the Lessee have entered into a Lease of Railroad Equipment dated as of August 15, 1971 (hereinafter called the Lease);

WHEREAS the Lessor has assigned for security purposes its rights in, to and under the Lease to the Investor pursuant to a Collateral Assignment of Lease and Agreement dated as of August 15, 1971 (hereinafter called the Lease Assignment); and

WHEREAS the parties hereto desire to amend the Lease and the Lease Assignment.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto hereby agree as follows:

1. The word "March" is hereby substituted for the word "February" in the fourth line of the third recitation clause of the Lease.

2. The following sentence is hereby substituted for the second sentence of § 2 of the Lease:

"The first of such semiannual payments shall be in an amount equal to 3.266% of the Purchase Price (as defined in the Conditional Sale Agreement) of each Unit subject to this Lease which shall have been settled for under the Conditional Sale Agreement on or prior to February 1, 1972, plus an amount equal to .024306% of such Purchase Price for each day elapsed from and including the date such Unit is settled for under the Conditional Sale Agreement to February 1, 1972; the next such payment shall be in an amount equal to 3.266% of the Purchase Price of each Unit subject to this Lease, plus an amount equal to .024306% of the Purchase Price of each Unit settled for after February 1, 1972, for each day elapsed from and including the date such Unit was settled for under the Conditional Sale Agreement to August 1, 1972; the next 11 of such payments shall be in an amount equal to 3.266% of the Purchase Price of each Unit; and the remaining 27 of such payments shall be in an amount equal to 4.76578% of the Purchase Price of each Unit."

3. The Lease Assignment is hereby amended to permit the foregoing amendments to the Lease as though originally set forth in the Lease.

4. The Lessor will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of § 18 of the Lease.

5. Except as amended hereby, the Lease and the Lease Assignment shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused these presents



to be signed in their respective corporate names by duly authorized officers and their respective corporate seals to be hereunto affixed and duly attested, as of the date first above written.

FIRST WESTERN BANK AND TRUST COMPANY, as Owner-Trustee,

by

George H. Crawford
Vice President

[Corporate Seal]

Attest:

Howard B. Smith
Assistant Secretary

DULUTH, WINNIPEG AND PACIFIC RAILWAY COMPANY,

by

J. J. Murray
Vice President

[Corporate Seal]

Attest:

W. J. Allen
Assistant Secretary

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY,

by

David M. Moore
Senior Investment Officer

[Corporate Seal]

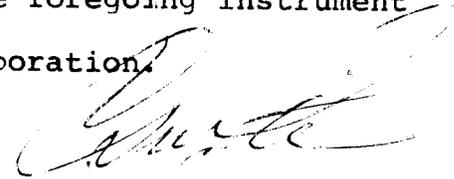
Attest:

James H. Young
Assistant Secretary



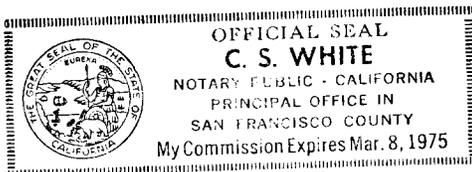
STATE OF CALIFORNIA,)
) ss.:
CITY AND COUNTY OF SAN FRANCISCO,)

On this 22 day of February 1972, before me personally appeared EDGAR H. CANFIELD, to me personally known, who, being by me duly sworn, says that he is a Vice President of FIRST WESTERN BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

[Notarial Seal]



COMMONWEALTH OF MASSACHUSETTS,)) ss.:
COUNTY OF SUFFOLK,)

On this 16th day of February 1972, before me personally appeared David M. Munro, to me personally known, who, being by me duly sworn, says that he is a Senior Investment Officer of JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Paul H. Rubin
Notary Public

[Notarial Seal]

My Commission expires

Dec 22, 1972