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RECORDATION NO. _____ Filed & Recorded

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INTERSTATE COMMERCE COMMISSION

SUPPLEMENT NO. 1 dated as of January 15, 1973, among FIRST SECURITY BANK OF UTAH, N.A., a national banking association, as Trustee (hereinafter called the Trustee), and FIRST SECURITY STATE BANK, a state banking corporation organized under the laws of the State of Utah, as Owner-Trustee pursuant to an Owner Trust Agreement No. 1 dated as of November 1, 1972, with GEORGE S. ECCLES (hereinafter called the Company), and CANADIAN NATIONAL RAILWAY COMPANY (hereinafter called the Lessee).

WHEREAS the Trustee and the Company have entered into an Equipment Trust Agreement No. 1 dated as of November 1, 1972 (hereinafter called the Equipment Trust Agreement) covering the sale, assignment and transfer to the Trustee of title to the railroad equipment described in Schedule I thereto (hereinafter called the Equipment or the Units);

WHEREAS the Company and Lessee have entered into a Lease of Railroad Equipment No. 1 dated as of November 1, 1972 (hereinafter called the Lease), leasing the above-mentioned Units; and

WHEREAS the parties hereto now desire to amend

the Equipment Trust Agreement and the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Article One, Section 1.01 is hereby amended to substitute the following definitions for the applicable ones therein:

Other Equipment Trust Agreements shall mean Equipment Trust Agreements No. 2, No. 3, No. 4 and No. 5 dated as of November 1, 1972, between the Trustee and the Company pursuant to which First Security State Bank, Owner-Trustee, Trust Certificates, Series 2, Series 3, Series 4 and Series 5, respectively, shall be issued.

Other Leases shall mean the Lease of Equipment No. 2, No. 3, No. 4 and No. 5 dated as of November 1, 1972, between the Company and the Lessee.

2. Schedule I of the Equipment Trust Agreement is hereby amended to include only that Equipment described in Schedule I hereto.

3. The last sentence of the second paragraph of Section 6 of the Lease is hereby deleted and replaced with the following:

Thereafter, for any payment on the last day of the term of this Lease, 16.0400% of the Cost and thereafter, the lesser of 16.0400% of the Cost or the Fair Market Value thereof immediately prior to the Casualty Occurrence, such Fair Market Value to be calculated in the manner provided in Section 19 hereof.

4. Section 8 of the Lease is hereby amended to add the following clause at the end of the first sentence

of the seventh paragraph thereof:

, provided, further, however, that the Lessor and the Trustee will not be deemed negligent as a result of any act or omission of the designer or manufacturer of the Units as a result of any act or omission of the Lessee.

5. The fourth paragraph of Section 14 of the Lease is hereby deleted and replaced with the following:

Notwithstanding any provision herein to the contrary, if any Canadian governmental authority, dominion or provincial, shall withhold or cause to be withheld from any rental payment made under Section 2 of this Lease or any additional rental payment made under Section 14 hereof any amounts in respect of taxes (hereinafter called "withholding taxes"), the following provisions will apply:

A. The Lessee will, on the rental payment date when such rental payment is made, pay to the Lessor as additional rental a sum sufficient to permit payment of an amount equivalent to the amount due without regard to any such withholding taxes.

B. The Lessee will pay such withholding taxes and will forthwith furnish to the Lessor all tax receipts obtainable by the Lessee in connection therewith and all information and documents necessary or appropriate to enable the Beneficiary to substantiate a claim for credit or deduction for U.S. federal or any other income tax purposes with respect thereto.

C. Upon receipt by the Beneficiary of (i) such tax receipts and other information and documents and (ii) the benefit of any reduction in the federal or any other income tax liability as determined by the Beneficiary in its sole discretion, resulting from the crediting or deducting of such withholding taxes in the computation of such tax, the Lessor will forthwith reimburse the Lessee an amount so that the Beneficiary shall be in the same position it

would have been if such withholding taxes had not been imposed. It being agreed that such determination may be revised and new demand made upon Lessee after any disallowance of such credit or deduction upon audit by the U.S. Internal Revenue Service. The obligation of the Lessee under this Subparagraph C will survive the termination of this Lease.

6. Schedule I of the Lease is hereby amended to include only those Units described in Schedule II hereto.

7. The Company will promptly cause this Supplement No. 1 to be filed, recorded and deposited in like manner as the Equipment Trust Agreement and the Lease.

8. Except as amended hereby, the Equipment Trust Agreement and the Lease shall remain unaltered and in full force and effect.

9. This Supplement No. 1 may be executed in counterparts, and it shall not be necessary for each party to execute the same counterpart so long as each party shall execute one counterpart which shall be delivered to the other parties hereto, provided, however, that the counterpart delivered to the Trustee shall be deemed to be the original counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day

and the year first above written.

FIRST SECURITY STATE BANK,
Owner Trustee

by *Robert H. Perry*
asst. Vice President

[Corporate Seal]

Attest:
Max Deane
Asst. Cashier ~~Secretary~~

FIRST SECURITY BANK OF UTAH, N.A.,
Trustee

by *Scott D. Allen*
Vice President

[Corporate Seal]

Attest:
Elmer A. Tucker
Authorized Rep. ~~Secretary~~

CANADIAN NATIONAL RAILWAY COMPANY,

by _____
Vice President

[Corporate Seal]

Attest:

Secretary

STATE OF UTAH,)
) ss.:
COUNTY OF SALT LAKE,)

On this 17th day of *January* 1973, before me
personally appeared *Scott D. Allen*

, to me
personally known, who, being by me duly sworn, says that he
is an Authorized Officer of First Security Bank of Utah, N.A.,
that one of the seals affixed to the foregoing instrument is
the corporate seal of said national banking association, that
said instrument was signed and sealed on behalf of said
national banking association by authority of its By-laws, and
he acknowledged that the execution of the foregoing instrument
was the free act and deed of said national banking association.
My commission expires 3-31-76

Neena C. Jackson

Notary Public

[NOTARIAL SEAL]

STATE OF UTAH,)
) ss.:
COUNTY OF SALT LAKE,)

On this 17th day of January 1973, before me
personally appeared *Robert A. Beng, Jr.*

to me
personally known, who, being by me duly sworn, says that he
is *Asst. V.P.* of FIRST SECURITY STATE
BANK, that one of the seals affixed to the foregoing instru-
ment is the corporate seal of the said banking corporation,
that said instrument was signed and sealed on behalf of said
banking 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 banking corpora-
tion.

My commission expires 3-31-76

Alan C. Jackson
Notary Public

[NOTARIAL SEAL]

SCHEDULE I--Equipment Trust Agreement No. 1

Group B Equipment

<u>Quantity</u>	<u>Type and Specifications</u>	<u>Cost</u>	<u>Identifying Numbers (both inclusive)</u>
100	52'8", 70-ton box cars, 18' double doors	\$1,975,770 (Canadian)	CN557078-557100 CN 557000-557076

Schedule II--Lease No. 1

Group B Units

<u>Quantity</u>	<u>Type and Specifications</u>	<u>Cost</u>	<u>Identifying Numbers (both inclusive)</u>
100	52'8", 70-ton box cars, 18' double doors	\$1,975,770 (Canadian)	CN 557078-557100 CN 557000-557076