

6846-C

RECORDATION NO. _____ Filed & Recorded

FEB 5 1973 - 2 25 PM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENT NO. 1 dated as of December 31, 1972, 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. 3 dated as of November 1, 1972, with FIRST SECURITY BANK OF IDAHO, N.A., and FIRST SECURITY LEASING COMPANY (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. 3 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. 3 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. Schedule I of the Equipment Trust Agreement is hereby amended to include only that Equipment described in Schedule I hereto.

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

3. 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.

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

5. 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

Vice President

[Corporate Seal]

Attest:

Secretary

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

by

Vice President

[Corporate Seal]

Attest:

Secretary

CANADIAN NATIONAL RAILWAY COMPANY,

by

W. N. Bailey

Vice President

Vice President

[Corporate Seal]

Attest:

[Handwritten Signature]

ASSISTANT Secretary

ASSISTANT Secretary

APPROVED
AS TO FORM
[Signature]
SOLICITOR

SCHEDULE I--Equipment Trust Agreement No. 3

Group D Equipment

<u>Quantity</u>	<u>Type and Specifications</u>	<u>Cost</u>	<u>Identifying Numbers (both inclusive)</u>
116	52'8" 70-ton box cars, double doors	\$2,291,893.20 (Canadian)	CN557077, CN557185 to CN557299
65	52'8" 70-ton box cars, double doors	<u>1,282,491.60</u> (Canadian)	CN557300 to CN557363 CN557364 to CN557366
<u>Total Cost:</u>		\$3,574,384.80 (Canadian)	

SCHEDULE II--Lease No. 3

Group D Units

<u>Quantity</u>	<u>Type and Specifications</u>	<u>Cost</u>	<u>Identifying Numbers (both inclusive)</u>
116	52'8" 70-ton box cars, double doors	\$2,291,893.20 (Canadian)	CN557077, CN557185 to CN557299
65	52'8" 70-ton box cars, double doors	1,282,491.60 <u>(Canadian)</u>	CN557300 to CN557361, CN557364 to CN557366
	<u>Total Cost:</u>	\$3,574,384.80 (Canadian)	

SUPPLEMENT NO. 1 dated as of December 31, 1972, 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. 3 dated as of November 1, 1972, with FIRST SECURITY BANK OF IDAHO, N.A., and FIRST SECURITY LEASING COMPANY (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. 3 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. 3 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. Schedule I of the Equipment Trust Agreement is hereby amended to include only that Equipment described in Schedule I hereto.

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

3. 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.

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

5. 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

Frank L. Murphy
Vice President

[Corporate Seal]

Attest:

Odessa L. Beard
ASST. Secretary

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

by

Scott D. Allen
Vice President

[Corporate Seal]

Attest:

P.R. Banerjee
Secretary Assistant Cashier

CANADIAN NATIONAL RAILWAY COMPANY,

by

Vice President

[Corporate Seal]

Attest:

Secretary

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

On this 1st day of February 1973, before me
personally appeared

Scott A. 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

Neus C. Jacobson

Notary Public

[NOTARIAL SEAL]

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

On this 1st day of February 1973, before me
personally appeared Fred L. Murphy

to me

personally known, who, being by me duly sworn, says that he
is Asst. Vice Pres. 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

Ann C. Jackson
Notary Public

[NOTARIAL SEAL]

SCHEDULE I--Equipment Trust Agreement No. 3

Group D Equipment

<u>Quantity</u>	<u>Type and Specifications</u>	<u>Cost</u>	<u>Identifying Numbers (both inclusive)</u>
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	<u>Total Cost:</u>	\$3,574,384.80 (Canadian)	

SCHEDULE II--Lease No. 3

Group D Units

<u>Quantity</u>	<u>Type and Specifications</u>	<u>Cost</u>	<u>Identifying Numbers (both inclusive)</u>
116	52'8" 70-ton box cars, double doors	\$2,291,893.20 (Canadian)	CN557077, CN557185 to CN557299
65	52'8" 70-ton box cars, double doors	1,282,491.60 <u>(Canadian)</u>	CN557300 to CN557361, CN557364 to CN557366
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