

AUG 11 1975 - 2 30 PM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENT dated as of July 1, 1975,

among MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
as Trustee (hereinafter called the Trustee),
and FIRST SECURITY BANK OF UTAH, N. A., a
national banking association (hereinafter
called the Company) as Owner-Trustee under
Owner Trust Agreement No. 1 dated as of April 15,
1973, with Fifth Third Bank and American Secur-
ity and Trust 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 April 15,
1973 (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 the Lessee have entered
into a Lease of Equipment No. 1 dated as of April 15, 1973,
(hereinafter called the Lease), leasing the above-mentioned
Units;

WHEREAS the Trustee and the Company now desire to
supplement the Equipment Trust Agreement as provided therein
to set forth the Equipment specifically covered thereby by
deleting from Schedule I to the Equipment Trust Agreement

certain Equipment described therein; and

WHEREAS the Company and the Lessee now desire to supplement the Lease as provided therein to set forth the Units specifically covered thereby by deleting from Schedule I to the Lease certain Units described therein;

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 the Equipment described in Schedule I hereto.

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

3. The Company will promptly cause this Supplement 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.

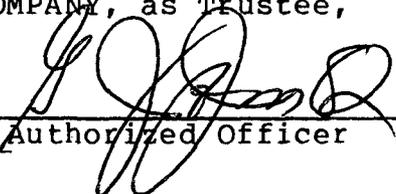
5. This Supplement may be executed in counterparts, and it shall not be necessary for each party to execute the same counterpart so long as each party shall execute one counterpart which shall be delivered to the other parties hereto, provided, however, that the counterpart delivered to

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 year first above written.

MERCANTILE-SAFE DEPOSIT AND ,
TRUST COMPANY, as Trustee,

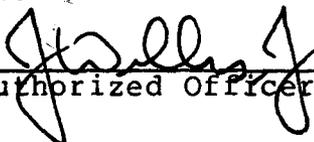
by



Authorized Officer

[Corporate Seal]

Attest:



Authorized Officer

FIRST SECURITY BANK OF UTAH, N.A.,
as Owner-Trustee,

by

Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

CANADIAN NATIONAL RAILWAY
COMPANY,

by

Vice President

[Corporate Seal]

Attest:

Secretary

STATE OF MARYLAND,)
City) ss.:
~~COUNTY~~ OF BALTIMORE,)

On this 17th day of *July* 1975, before me personally appeared **G. J. Johnston** to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said trust company, that said instrument was signed and sealed on behalf of said trust company 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 trust company.

My Commission expires **JUL 1 1978**

Nancy C. Schmidt

Notary Public

[NOTARIAL SEAL]

I WAS COMMISSIONED AS
NANCY C. SCHMIDT

SCHEDULE I--Equipment Trust Agreement No. 1

<u>Quantity</u>	<u>Type</u>	<u>Identifying Numbers (both inclusive)</u>
14	52' 8" 70-ton bulkhead flat cars	DWC 605000-605013
317	52' 8" 70-ton bulkhead flat cars	DWC 605200-605206, 605208-605212, 605214-605229, 605231-605267, 605269-605272, 605274-605275, 605277-605292, 605294-605298, 605300-605307, 605308, 605310- 605372, 605374- 605442, 605444- 605463, 605465- 605483, 605485, 605488-605521, 605525, 605528- 605530, 605532, 605533, 605535, 605537, 605538, 605541

SCHEDULE II--Lease No. 1

<u>Quantity</u>	<u>Type</u>	<u>Identifying Numbers (both inclusive)</u>
14	52' 8" 70-ton bulkhead flat cars	DWC 605000-605013
317	52' 8" 70-ton bulkhead flat cars	DWC 605200-605206, 605208-605212, 605214-605229, 605231-605267, 605269-605272, 605274-605275, 605277-605292, 605294-605298, 605300-605307, 605308, 605310- 605372, 605374- 605442, 605444- 605463, 605465- 605483, 605485, 605488-605521, 605525, 605528- 605530, 605532, 605533, 605535, 605537, 605538, 605541

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and FIRST SECURITY BANK OF UTAH, N. A., a
national banking association (hereinafter
called the Company) as Owner-Trustee under
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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 the Lessee have entered
into a Lease of Equipment No. 1 dated as of April 15, 1973,
(hereinafter called the Lease), leasing the above-mentioned
Units;

WHEREAS the Trustee and the Company now desire to
supplement the Equipment Trust Agreement as provided therein
to set forth the Equipment specifically covered thereby by
deleting from Schedule I to the Equipment Trust Agreement

certain Equipment described therein; and

WHEREAS the Company and the Lessee now desire to supplement the Lease as provided therein to set forth the Units specifically covered thereby by deleting from Schedule I to the Lease certain Units described therein;

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 the Equipment described in Schedule I hereto.
2. Schedule I of the Lease is amended to include only the Units described in Schedule II hereto.
3. The Company will promptly cause this Supplement 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 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 year first above written.

MERCANTILE-SAFE DEPOSIT AND ,
TRUST COMPANY, as Trustee,

by

[Corporate Seal]

Authorized Officer

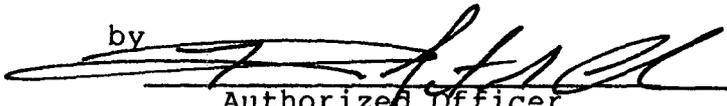
Attest:

Authorized Officer



FIRST SECURITY BANK OF UTAH, N.A.,
as Owner-Trustee,

by



Authorized Officer

[Corporate Seal]

Attest:



Authorized Officer

CANADIAN NATIONAL RAILWAY
COMPANY,

by

[Corporate Seal]

Vice President

Attest:

Secretary

STATE OF MARYLAND,)
) ss.:
COUNTY OF BALTIMORE,)

On this day of 1975, before me personally appeared to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said trust company, that said instrument was signed and sealed on behalf of said trust company 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 trust company.

My Commission expires

Notary Public

[NOTARIAL SEAL]

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

On this 14th day of July, 1975, before me personally appeared Robert S. Clark, 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 the 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
July 22, 1978

Dorothy J. Langenfeld
Notary Public



[NOTARIAL SEAL]

SCHEDULE I--Equipment Trust Agreement No. 1

<u>Quantity</u>	<u>Type</u>	<u>Identifying Numbers (both inclusive)</u>
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SCHEDULE II--Lease No. 1

<u>Quantity</u>	<u>Type</u>	<u>Identifying Numbers (both inclusive)</u>
14	52' 8" 70-ton bulkhead flat cars	DWC 605000-605013
317	52' 8" 70-ton bulkhead flat cars	DWC 605200-605206, 605208-605212, 605214-605229, 605231-605267, 605269-605272, 605274-605275, 605277-605292, 605294-605298, 605300-605307, 605308, 605310- 605372, 605374- 605442, 605444- 605463, 605465- 605483, 605485, 605488-605521, 605525, 605528- 605530, 605532, 605533, 605535, 605537, 605538, 605541