

AUG 18 1975 -2 35 PM

INTERSTATE COMMERCE COMMISSION
SUPPLEMENT dated as of February 1, 1975,

among INTER NATIONAL BANK OF MIAMI, 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 January 1, 1974, with certain equity investors and CANADIAN NATIONAL RAILWAY COMPANY (hereinafter called the Lessee).

WHEREAS the Trustee and the Company have entered into an Equipment Trust Agreement No. 2 dated as of January 1, 1974 (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 Lease of Equipment No. 2A dated as of January 1, 1974, and Lease of Equipment No. 2B dated as of January 1, 1974, as amended by an Amendment dated as of August 15, 1974 (hereinafter collectively called the Leases and individually called Lease 2A and Lease 2B), 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 Leases as provided therein to set forth the Units specifically covered thereby by deleting from Schedule I to the Leases 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 Lease 2A is amended to include only the Units described in Schedule II hereto.

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

4. The Company will promptly cause this Supplement to be filed, recorded and deposited in like manner as the Equipment Trust Agreement and the Leases.

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

6. This Supplement may be executed in counter-

parts, 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.

INTER NATIONAL BANK OF MIAMI,
as Trustee,

by


Authorized Officer

Vice President and Trust Officer

[Corporate Seal]

Attest:


Authorized Officer

Vice President

FIRST SECURITY BANK OF UTAH, N. A.
as Owner-Trustee under Owner
Trust Agreement No. 1

by

Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

CANADIAN NATIONAL RAILWAY
COMPANY,

by

Vice President

[Corporate Seal]

Attest:

Secretary

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

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 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

Notary Public

[NOTARIAL SEAL]

SCHEDULE I--Equipment Trust Agreement No. 2

<u>Quantity</u>	<u>Type</u>	<u>Identifying Numbers (both inclusive)</u>
22	M-420, 2000 H. P. 4-axle, 4-motor Diesel Electric Locomotives	CN 2538-2559
62	G.P. 40-2, 3000 H. P. 4- axle, 4-motor Diesel Electric Locomotives	CN 9411-9472

SCHEDULE II--Lease No. 2A

<u>Quantity</u>	<u>Type</u>	<u>Identifying Numbers (both inclusive)</u>
15	M-420, 2000 H. P. 4-axle 4-motor Diesel Electric Locomotives	CN2538, CN2539, CN2541, CN2542, CN2544, CN2545, CN2547, CN2548, CN2550, CN2551, CN2553, CN2554, CN2556, CN2557, CN2559
40	G. P. 40-2, 3000 H. P. 4-axle, 4-motor Diesel Electric Locomotives	CN9412, CN9413, CN9415, CN9416, CN9418, CN9419, CN9421, CN9422, CN9424, CN9425, CN9427, CN9428, CN9429, CN9431, CN9433, CN9434, CN9436, CN9437, CN9439, CN9440, CN9442, CN9443, CN9445, CN9446, CN9449, CN9450, CN9451, CN9452, CN9454, CN9455, CN9457, CN9458, CN9460, CN9461, CN9463, CN9464, CN9466, CN9467, CN9469, CN9470

SCHEDULE III--Lease No. 2B

<u>Quantity</u>	<u>Type</u>	<u>Identifying Numbers (both inclusive)</u>
7	M-420, 2000 H. P. 4-axle 4-motor Diesel Electric Locomotives	CN 2540, CN2543 CN2546, CN2549, CN2552, CN2555, CN2558
22	G. P. 40-2, 3000 H. P. 4-axle, 4-motor Diesel Electric Locomotives	CN9411, CN9414, CN9417, CN9420, CN9423, CN9426, CN9430, CN9432 CN9435, CN9438, CN9441, CN9444, CN9447, CN9448 CN9453, CN9456, CN9459, CN9462, CN9465, CN9468, CN9471, CN9472

SUPPLEMENT dated as of February 1, 1975, among INTER NATIONAL BANK OF MIAMI, 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 January 1, 1974, with certain equity investors and CANADIAN NATIONAL RAILWAY COMPANY (hereinafter called the Lessee).

WHEREAS the Trustee and the Company have entered into an Equipment Trust Agreement No. 2 dated as of January 1, 1974 (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 Lease of Equipment No. 2A dated as of January 1, 1974, and Lease of Equipment No. 2B dated as of January 1, 1974, a amended by an Amendment dated as of August 15, 1974 (hereinafter collectively called the Leases and individually called Lease 2A and Lease 2B), 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 Leases as provided therein to set forth the Units specifically covered thereby by deleting from Schedule I to the Leases 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 Lease 2A is amended to include only the Units described in Schedule II hereto.

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

4. The Company will promptly cause this Supplement to be filed, recorded and deposited in like manner as the Equipment Trust Agreement and the Leases.

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

6. This Supplement may be executed in counter-



parts, 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.

INTER NATIONAL BANK OF MIAMI,
as Trustee,

by

Authorized Officer

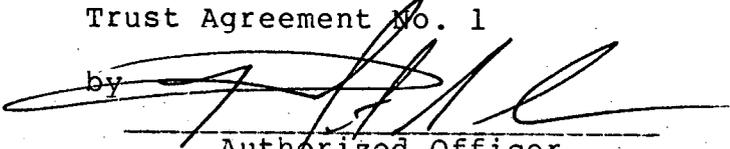
[Corporate Seal]

Attest:

Authorized Officer

FIRST SECURITY BANK OF UTAH, N. A.,
as Owner-Trustee under Owner
Trust Agreement No. 1

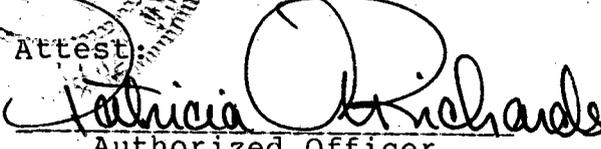
by



Authorized Officer

[Corporate Seal]

Attest:



Authorized Officer



CANADIAN NATIONAL RAILWAY
COMPANY,

by *[Signature]*
Vice President



[Corporate Seal]

Attest: *[Signature]*
ASSISTANT Secretary



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

On this 30th 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:
November 11, 1975


Notary Public

[NOTARIAL SEAL]

PROVINCE OF QUEBEC,)
CITY OF MONTREAL,) SS.:

On this 4th day of July 1975, before me personally appeared *E. J. Denyar* to me personally known, who, being by me duly sworn, says that he is a Vice-President of CANADIAN NATIONAL RAILWAY COMPANY, that the seal 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.

R. G. Jenkins

Commissioner for Oaths

R. G. Jenkins,
Commissioner for Oaths
Commissaire à l'Assermentation
District - Montreal
Expies *June 11 1977*

SCHEDULE I--Equipment Trust Agreement No. 2

<u>Quantity</u>	<u>Type</u>	<u>Identifying Numbers (both inclusive)</u>
22	M-420, 2000 H. P. 4-axle, 4-motor Diesel Electric Locomotives	CN 2538-2559
62	G.P. 40-2, 3000 H. P. 4- axle, 4-motor Diesel Electric Locomotives	CN 9411-9472



SCHEDULE III--Lease No. 2B

<u>Quantity</u>	<u>Type</u>	<u>Identifying Numbers (both inclusive)</u>
7	M-420, 2000 H. P. 4-axle 4-motor Diesel Electric Locomotives	CN 2540, CN2543 CN2546, CN2549, CN2552, CN2555, CN2558
22	G. P. 40-2, 3000 H. P. 4-axle, 4-motor Diesel Electric Locomotives	CN9411, CN9414, CN9417, CN9420, CN9423, CN9426, CN9430, CN9432 CN9435, CN9438, CN9441, CN9444, CN9447, CN9448 CN9453, CN9456, CN9459, CN9462, CN9465, CN9468, CN9471, CN9472