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RECORDATION NO. 7551-A + 7552-A Filed & Recorded

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. 2 dated as of January 1, 1974, with American Security Leasing, Corp., 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 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 a Lease of Railroad Equipment No. 3 dated as of January 1, 1974 (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.

INTER NATIONAL BANK OF MIAMI,
as Trustee,

by Gladys Khavens
Authorized Officer

Vice President and Trust Officer

[Corporate Seal]
Attest:

Richard H. Allen
Authorized Officer
Vice President :

FIRST SECURITY BANK OF UTAH, N. A.,
as Owner-Trustee under Owner
Trust Agreement No. 2

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. 3

<u>Quantity</u>	<u>Type</u>	<u>Identifying Numbers (both inclusive)</u>
14	G. P. 40-2, 3000 H. P. 4-axle, 4-motor Diesel Electric Locomotives	CN 9473-9486

SCHEDULE II--Lease No. 3

<u>Quantity</u>	<u>Type</u>	<u>Identifying Numbers (both inclusive)</u>
14	G. P. 40-2, 3000 H. P. 4-axle, 4-motor Diesel Electric Locomotives	CN 9473-9486

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. 2 dated as of January 1, 1974, with American Security Leasing, Corp., 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 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 a Lease of Railroad Equipment No. 3 dated as of January 1, 1974 (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.

INTER NATIONAL BANK OF MIAMI,
as Trustee,

by

[Corporate Seal]

Authorized Officer

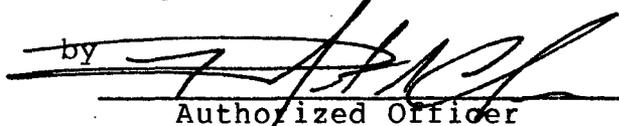
Attest:

Authorized Officer

FIRST SECURITY BANK OF UTAH, N. A.,
as Owner-Trustee under Owner
Trust Agreement No. 2

by

[Corporate Seal]



Authorized Officer

Attest:

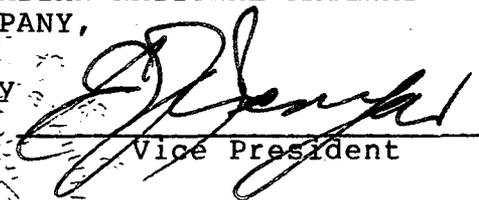


Authorized Officer

CANADIAN NATIONAL RAILWAY
COMPANY,

by

[Corporate Seal]



Vice President

Attest:



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. Demyar* 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.



Commissioner for Oaths

R. G. Jenkins,

Commissioner for Oaths

Commissaire à l'Assermentation

District - Montreal

Expires

June 11 1977

SCHEDULE I--Equipment Trust Agreement No. 3

<u>Quantity</u>	<u>Type</u>	<u>Identifying Numbers (both inclusive)</u>
14	G. P. 40-2, 3000 H. P. 4-axle, 4-motor Diesel Electric Locomotives	CN 9473-9486



SCHEDULE II--Lease No. 3

<u>Quantity</u>	<u>Type</u>	<u>Identifying Numbers (both inclusive)</u>
14	G. P. 40-2, 3000 H. P. 4-axle, 4-motor Diesel Electric Locomotives	CN 9473-9486

