

AMENDMENT dated as of March 1, 1974,

between FIRST WESTERN BANK AND TRUST COMPANY,

as Owner-Trustee (hereinafter called the

company) and THE CONNECTICUT BANK AND

TRUST COMPANY, as Trustee (hereinafter called

the Trustee).

RECORDATION No.

APR 8 1974

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INTERSTATE COMMERCE COMMISSION

WHEREAS, the Trustee and the Company have entered into Equipment Trust Agreements Nos. 1, 2 and 3 dated as of September 1, 1973 (hereinafter called the Equipment Trust Agreements or Equipment Trust Agreement Nos. 1, 2 or 3);

WHEREAS, in order to pay for railroad equipment delivered under Equipment Trust Agreement No. 5 dated as of September 1, 1973, between the Company and the Trustee (hereinafter called Equipment Trust Agreement No. 5) it is necessary to transfer to Equipment Trust Agreement No. 5 proceeds from the sale under the Equipment Trust Agreements of Trust Certificates (as defined therein) on deposit with the Trustee aggregating \$11,943,536.65;

WHEREAS, holders of the Trust Certificates outstanding under the Equipment Trust Agreements have consented to the transfer of such funds by a Letter Agreement dated as of February 7, 1974, as required pursuant to Article 7.05 of the Equipment Trust Agreements;

WHEREAS the Company has been directed to enter into this Amendment by the beneficiaries under Owner Trust Agreements Nos. 1, 2 and 3 dated as of September 1, 1973.

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

1. Section 2.01 of Equipment Trust Agreements Nos. 1, 2 and 3 is hereby amended by adding a new paragraph at the end thereof as follows:

"Upon Request, any proceeds of Trust Certificates hereunder not applied pursuant to Section 3.02 hereof may be deposited with the Trustee pursuant to Section 2.01 of the Other Equipment Trust Agreements to be applied as provided in Section 3.02 of such Other Equipment Trust Agreement, whereupon the Trustee shall deliver, to holders of Trust Certificates issued hereunder, Trust Certificates so issued under the Other Equipment Trust Agreements in an aggregate principal amount specified in such Request and such holder or the Trustee, as the case may be, shall make appropriate notation on the Trust Certificates issued hereunder of the reduction of the aggregate principal amount then outstanding."

2. The Company will promptly cause this Amendment to be filed and recorded and deposited in like manner as the Equipment Trust Agreements.

3. Except as amended hereby, Equipment Trust Agreements Nos. 1, 2 and 3 shall remain unaltered and in full force and effect in all other respects.

4. This Amendment may be executed in counterparts and it shall not be necessary for each party to execute the

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into Equipment Trust Agreements Nos. 1, 2 and 3 dated as of
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3. Except as amended hereby, Equipment Trust Agreements Nos. 1, 2 and 3 shall remain unaltered and in full force and effect in all other respects.

4. This Amendment 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 thereto.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed 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.

THE CONNECTICUT BANK AND TRUST COMPANY, as Trustee,

by

[Signature]
Authorized Officer

[CORPORATE SEAL]

Attest:

[Signature]
Assistant Corporate Trust Officer

FIRST WESTERN BANK AND TRUST COMPANY, Owner-Trustee,

by

Authorized Officer

by

Authorized Officer

[CORPORATE SEAL]

Attest:

Authorized Officer

STATE OF CALIFORNIA }
COUNTY OF SAN FRANCISCO } ss.:

On this _____ day of _____ before me personally appeared _____ and _____, to me personally known, each of whom, being by me duly sworn, says that each is an Authorized Officer of FIRST WESTERN BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said banking corporation, that said instrument was signed and sealed on behalf of said banking corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said banking corporation.

.....
Notary Public

My commission expires _____

[NOTARIAL SEAL]

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss.:

On this *26th* day of *Feb.* 1974 before me personally appeared *F.W. Kawamp* to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, 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.

.....
Flora W. Lynch
Notary Public

My commission expires *March 31. 1977*

[NOTARIAL SEAL]