

7283-C

RECORDATION NO. \_\_\_\_\_ Filed & ...

APR 8 1974 - 10 20 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT dated as of March 1, 1974, between FIRST WESTERN BANK AND TRUST COMPANY, as Owner-Trustee (hereinafter called the Company), THE CONNECTICUT BANK AND TRUST COMPANY, as Trustee (hereinafter called the Trustee) and CANADIAN NATIONAL RAILWAY COMPANY (hereinafter called the Lessee).

7180-D  
7201-D  
7202-D

WHEREAS the Trustee and the Company have entered into Equipment Trust Agreement No. 5 dated as of September 1, 1973 (hereinafter called the Equipment Trust Agreement);

WHEREAS the Trustee and the Company desire to extend the Cut-Off Date, the Equipment Delivery Date and the Investment Payment Date (as defined in the Equipment Trust Agreement) from March 1, 1974, to July 1, 1974, as permitted by Section 7.05 of the Equipment Trust Agreement;

WHEREAS the Company and the Lessee have entered into Leases of Equipment Nos. 1, 2, 3 and 5 dated as of September 1, 1973 (hereinafter individually called Lease No. 1, No. 2, No. 3 or No. 5 and together called the Leases);

WHEREAS the Company and the Lessee now desire to amend Lease No. 5 to extend the date for delivery and settlement for equipment to July 1, 1974, and to amend the Leases to provide for additional rentals in Section 18 thereof;

WHEREAS the Company has been directed to enter into this Amendment by the beneficiaries under Owner Trust Agreements Nos. 1, 2, 3 and 5 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. The Equipment Trust Agreement is hereby amended by substituting in the first Whereas clause thereof the date July 1, 1974, for the date March 1, 1974, contained therein.

2. The Equipment Trust Agreement is hereby further amended by substituting in Section 1.01 thereof the date July 1, 1974, for the date March 1, 1974, appearing in the definitions of "Cut-Off Date", "Equipment Delivery Date" and "Investment Payment Date" contained therein.

3. The Equipment Trust Agreement is hereby further amended by adding at the end of Section 4.04<sup>(3)</sup>(a) thereof the following clause:

"(less any interest theretofore paid with respect to such principal amounts on any prior interest payment date)"

4. Leases Nos. 1, 2 and 3 are hereby amended by adding a Section 18(f) thereto as follows:

"(f) The Lessee agrees to pay to the Lessor on the Business Day next preceding March 1, 1974, an amount equal to interest at the rate of 8-1/4% per annum (i) on that portion of the proceeds from the sale of Long Term Trust Certificates from and including the date of issuance

thereof to the date of deposit of such proceeds under one of the Other Equipment Trust Agreements (as defined in the Equipment Trust Agreement) pursuant to Section 2.01 of the Equipment Trust Agreement and (ii) on that portion of the proceeds from the sale of Long Term Trust Certificates remaining on deposit with the Trustee on March 1, 1974, from and including the date of issuance thereof to March 1, 1974."

5. Lease No. 5 is hereby amended by substituting the date July 1, 1974, for the date March 1, 1974, in the second Whereas clause thereof.

6. Lease No. 5 is hereby amended by adding a Section 18(f) thereto as follows:

"(f) The Lessee agrees to pay to the Lessor on the Business Day next preceding March 1, 1974, an amount equal to interest at the rate of 8-1/4% per annum (i) on that portion of the proceeds from the sale of long term trust certificates under one of the Other Equipment Trust Agreements (as defined in the Equipment Trust Agreement) deposited with the Trustee under the Equipment Trust Agreement pursuant to Section 2.01 of such other Equipment Trust Agreement from and including the date of such deposit to March 1, 1974 and (ii) on that portion of the proceeds from the sale of Long Term Trust Certificates under the Equipment Trust Agreement remaining on deposit with the Trustee on March 1, 1974, from and including the date of issuance thereof to March 1, 1974."

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

8. Except as amended hereby, the Equipment Trust Agreement <sup>and the Leases</sup> shall remain unaltered and in full force and effect in all other respects.

9. 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,

[CORPORATE SEAL]

by

\_\_\_\_\_  
Authorized Officer

Attest:

\_\_\_\_\_  
Assistant Corporate Trust Officer

FIRST WESTERN BANK AND TRUST COMPANY, Owner-Trustee,

by

\_\_\_\_\_  
Authorized Officer

[CORPORATE SEAL]

by

\_\_\_\_\_  
Authorized Officer

Attest:

\_\_\_\_\_  
Authorized Officer

CANADIAN NATIONAL RAILWAY COMPANY

by W. H. Bailey  
Vice President

[Corporate Seal]

Attest:

[Signature]  
ASSISTANT Secretary

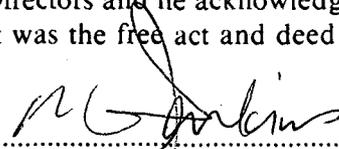
APPROVED  
AS TO FORM  
[Signature]  
SOLICITOR





PROVINCE OF QUEBEC }  
CITY OF MONTREAL } ss.:

On this 8<sup>th</sup> day of March 1974, before me personally appeared W. H. Bailey, 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

AMENDMENT dated as of March 1, 1974,  
between FIRST WESTERN BANK AND TRUST COMPANY,  
as Owner-Trustee (hereinafter called the  
Company), THE CONNECTICUT BANK AND TRUST  
COMPANY, as Trustee (hereinafter called the  
Trustee) and CANADIAN NATIONAL RAILWAY COM-  
PANY (hereinafter called the Lessee).

WHEREAS the Trustee and the Company have entered  
into Equipment Trust Agreement No. 5 dated as of September 1,  
1973 (hereinafter called the Equipment Trust Agreement);

WHEREAS the Trustee and the Company desire to  
extend the Cut-Off Date, the Equipment Delivery Date and  
the Investment Payment Date (as defined in the Equipment  
Trust Agreement) from March 1, 1974, to July 1, 1974, as  
permitted by Section 7.05 of the Equipment Trust Agreement;

WHEREAS the Company and the Lessee have entered  
into Leases of Equipment Nos. 1, 2, 3 and 5 dated as of  
September 1, 1973 (hereinafter individually called Lease  
No. 1, No. 2, No. 3 or No. 5 and together called the Leases);

WHEREAS the Company and the Lessee now desire to  
amend Lease No. 5 to extend the date for delivery and settle-  
ment for equipment to July 1, 1974, and to amend the Leases  
to provide for additional rentals in Section 18 thereof;

WHEREAS the Company has been directed to enter into this Amendment by the beneficiaries under Owner Trust Agreements Nos. 1, 2, 3 and 5 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. The Equipment Trust Agreement is hereby amended by substituting in the first Whereas clause thereof the date July 1, 1974, for the date March 1, 1974, contained therein.

2. The Equipment Trust Agreement is hereby further amended by substituting in Section 1.01 thereof the date July 1, 1974, for the date March 1, 1974, appearing in the definitions of "Cut-Off Date", "Equipment Delivery Date" and "Investment Payment Date" contained therein.

3. The Equipment Trust Agreement is hereby further amended by adding at the end of Section 4.04(a) thereof the following clause:

"(less any interest theretofore paid with respect to such principal amounts on any prior interest payment date)"

4. Leases Nos. 1, 2 and 3 are hereby amended by adding a Section 18(f) thereto as follows:

"(f) The Lessee agrees to pay to the Lessor on the Business Day next preceding March 1, 1974, an amount equal to interest at the rate of 8-1/4% per annum (i) on that portion of the proceeds from the sale of Long Term Certificates from and including the date of issuance

thereof to the date of deposit of such proceeds under one of the Other Equipment Trust Agreements (as defined in the Equipment Trust Agreement) pursuant to Section 2.01 of the Equipment Trust Agreement and (ii) on that portion of the proceeds from the sale of Long Term Trust Certificates remaining on deposit with the Trustee on March 1, 1974, from and including the date of issuance thereof to March 1, 1974."

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

8. Except as amended hereby, the Equipment Trust Agreement shall remain unaltered and in full force and effect in all other respects.

9. 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 *Paul Cavan*  
Authorized Officer

[CORPORATE SEAL]

Attest:

*John E. Hoff*  
Assistant Corporate Trust Officer

FIRST WESTERN BANK AND TRUST COMPANY, Owner-Trustee,

by \_\_\_\_\_  
Authorized Officer

[CORPORATE SEAL]

by \_\_\_\_\_  
Authorized Officer

Attest:

\_\_\_\_\_  
Authorized Officer



CANADIAN NATIONAL RAILWAY COMPANY

by

\_\_\_\_\_  
Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_  
Secretary



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*and the Lessee*  
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THE CONNECTICUT BANK AND TRUST COMPANY, as Trustee,

[CORPORATE SEAL]

by

\_\_\_\_\_  
Authorized Officer

Attest:

\_\_\_\_\_  
Assistant Corporate Trust Officer

FIRST WESTERN BANK AND TRUST COMPANY, Owner-Trustee,

by

J. M. Knowlton  
Authorized Officer

[CORPORATE SEAL]

by

M. Bell  
Authorized Officer

Attest:

Paula S. Brown  
Authorized Officer

CANADIAN NATIONAL RAILWAY COMPANY

by

\_\_\_\_\_  
Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_  
Secretary

