

7330-C

RECORDATION NO. _____ Filed & Recorded
APR 23 1974 - 12 10 PM
INTERSTATE COMMERCE COMMISSION

AMENDMENT dated as of March 15, 1974,
between FIRST SECURITY BANK OF UTAH, N.A.
(hereinafter called the Company), INTER
NATIONAL BANK OF MIAMI, as Trustee (herein-
after called the Trustee), 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 January 1,
1974 (hereinafter called the Equipment Trust Agreement);

WHEREAS the Trustee and the Company now desire to
amend the Equipment Trust Agreement;

WHEREAS the Company and the Lessee have entered
into a Lease of Equipment No. 1 dated as of January 1, 1974
(hereinafter called the Lease);

WHEREAS the Company and the Lessee now desire to
amend the Lease; and

WHEREAS the Trustee has given its prior written
consent to the Company's so amending the Lease.

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 as follows:

(a) by changing the date for settlement for equipment appearing in the first Whereas Clause from July 14, 1974, to August 30, 1974;

(b) by substituting for the number \$5,250,000 in the first Whereas Clause the number \$10,400,000;

(c) by substituting in Section 1.01 for the definition of "Investments" the following:

"Investments shall mean (i) direct obligations of the United States of America or obligations for which the faith of the United States of America is pledged to provide for the payment of principal and interest and (ii) certificates of deposit of or time deposits of commercial banks or trust companies in the United States of America having capital and surplus aggregating at least \$50,000,000, in each case maturing in not more than one year from the date of such investment.";

(d) by substituting in Section 1.01 the figure \$50,000,000 in the definition of "Maximum Cost";

(e) by substituting in Section 1.01 the number 77.5% for the number 75.5% appearing in the definition of "Percentage of Debt";

(f) by restating the last three lines in the last paragraph of Section 2.01 to read as follows:

"Agreements, upon surrender of the Trust Certificates theretofore issued to such holder, and will make the interest adjustments as provided in Paragraph 1 thereof.";



(g) by restating the last paragraph of Section 2.02 as follows:

"The principal of and interest on the Trust Certificates shall be payable (a) at the "home office" address in the case of any Purchaser while such Purchaser is a holder of Trust Certificates as is set forth in Annex I to the Purchase Agreement which shall be entered on the registry books of the Trustee and for any other holder thereof as shall be designated in written notice thereof to the Trustee for entry on the registry books maintained by the Trustee, in such coin or currency of the United States of America as at the time payable shall be legal tender for the payment of public and private debts, but (b) only from and out of rentals or other moneys received by the Trustee and applicable to such payment under the provisions hereof. The Trustee will mail its check on the Business Day preceding the date each such payment is due to such Purchaser or registered holder at his "home office" address shown on the registry books maintained by the Trustee~~s~~ or will pay by wire transfer on the date such payment is due to any such Purchaser while such Purchaser is a holder of Trust Certificates to such "home office" address, if so requested by such Purchaser.";

(h) by substituting the date August 30, 1974, for the date July 14, 1974, in the first paragraph of Section 3.01;

(i) by adding at the beginning of the eighth line of subparagraph (c) of Section 3.04 the following phrase:

"created by, through or under such Manufacturer or arising through anyone claiming by, through or under the same";

(j) by adding in the beginning of subparagraph (g)

of Section 3.04 the words "Evidence that" before the first word thereof;

(k) by substituting in Section 4.04(3)(a) for the parenthetical phrase therein the following:

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

(l) by adding at the end of the second sentence of Section 4.10 the phrase "or the holders of any Trust Certificates outstanding hereunder.";

(m) by inserting a period after the word "full" in the seventeenth line of the first paragraph of Section 5.03 and by restating the phrase following such word as follows:

"If such proceeds are not sufficient, then all such payments shall be made pro rata without preference between principal and interest.";

(n) by adding after the word "full" appearing in the first line of the second paragraph of Section 5.03 the phrase "as provided in the first sentence of the immediately preceding paragraph,";

(o) by substituting in the third line of the first paragraph and in the fifteenth line of the second paragraph of Section 5.04 the phrase "not less than 66-2/3%" for the phrase "a majority";

(p) by substituting for the word "unless" in the



last line of Section 5.07 the words "whether or not";

(q) by adding at the end of Section 5.08 the phrase "but shall advise such holders of alternatives, if any, suggested by its counsel.";

(r) by substituting for the words "a majority" in the sixth line of Section 5.10 the words "not less than 66-2/3%";

(s) by adding in subclause (A) of Section 7.05 before the word "provided" the following phrase:

"including but not limited to an adjustment of the aggregate Cost of the equipment delivered under this Agreement as set forth in the first Whereas Clause of this Agreement,";

(t) by deleting from the fourth line of subclause (B) of Section 7.05 the words "or after";

(u) by deleting from subparagraph (C) of Section 7.05 the "s" at the end of the word "Leases" in the second line thereof and the "s" at the end of the word "Leases" appearing as the second word in the sixth line thereof;

(v) by deleting in the second paragraph of Section 8.02 the word "grossly" appearing twice in the second line thereof;

(w) by substituting in subparagraph (c) of Section 8.06 the number \$50,000,000 for \$25,000,000 appearing therein;

(x) by substituting in Section 8.09 the number \$50,000,000 for the number \$25,000,000 appearing therein; and

(y) by substituting the word "certified" for the word "registered" in the fourth line of Section 9.05.

2. The Lease is hereby amended as follows:

(a) by substituting the date August 30, 1974, for the date July 14, 1974, appearing in the second Whereas Clause;

(b) by substituting the number \$10,400,000 for the number \$5,250,000 in the second Whereas Clause;

(c) by adding the following phrase after the words "provided, however, in the third paragraph of Section 8 thereof:

"that any such sale, transfer, assignment (other than a first assignment of this Lease), mortgage or other disposition shall be only to a bank or trust company having a combined capital and surplus of at least \$25,000,000, or any corporation which holds 95% of the voting securities of the Lessor or any wholly-owned subsidiary thereof; and provided, further, however,";

(d) by adding to the caption of Section 13 the phrase "; Representations and Warranties of Lessee.";

(e) by adding at the end of the first paragraph of Section 13 the following:

"The Lessee represents and warrants as follows:

A. the Lessee is a corporation legally incorporated and validly existing in good standing, under the laws of Canada, with full corporate power to enter into this Lease and the consent and agreement dated as of the date hereof executed by the Lessee (hereinafter called the Consent) to the assignment of this Lease to the Trustee (hereinafter called the Assignment);

B. this Lease and the Consent have been duly authorized, executed and delivered by the Lessee and constitute valid, legal and binding agreements, enforceable in accordance with their terms;

C. upon deposit of the Equipment Trust Agreement, this Lease and the Assignment (including the Consent) in the office of the Registrar General of Canada and, upon publication of notice of such deposit in The Canada Gazette in accordance with Section 86 of the Railway Act of Canada, no further act, filing, recording or deposit (or giving of notice) is required in order fully to protect in Canada or any Province or Territory thereof the rights of the Lessor under this Lease against any and all subsequent purchasers or mortgagees from the Lessee and/or from creditors of the Lessee;

D. no approval is required from any public regulatory body with respect to the entering into or performance of this Lease or the Consent, or all such approvals (which shall be specifically described) have been obtained;

E. the entering into and performance of this Lease and the Consent will not result in any breach of, or constitute a default under, any indenture, mortgage, deed of trust, bank loan or credit agreement or other agreement or instrument to which the Lessee is a party or by which it may be bound or contravene any provision of law, statute, rule or regulation to which the Lessee is subject or any judgment, decree, franchise, order or permit applicable to the Lessee;

F. the balance sheet of the Lessee as of December 31, 1972, and the statement of income for the year then ended, reviewed by consulting accountants, copies of which have been furnished in the annual report to the Purchasers (as defined in the Equipment Trust Agreement), have been prepared in conformity with generally accepted accounting principles applied on a consistent basis, subject to any exceptions stated therein and in the notes thereto, and correctly and fairly present the financial condition of the Lessee as of the date of such balance sheet and the results of its operations for the period indicated in such statements. No material adverse change has occurred in the condition, financial or otherwise, of the Lessee since December 31, 1972; and

G. neither the Lease nor any other document or certificate heretofore furnished by or on behalf of the Lessee in connection with the Lease contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein and therein not misleading.

The Lessee agrees that on each Closing Date the Lessee will deliver to the Lessor and the Trustee a certificate of a Vice President or the Treasurer of the Lessee to the effect that such representations and warranties are true and correct on such date.";

(f) by adding after the words "Purchase Agreement" in the third line of the last paragraph of Section 13 the phrase "(as defined in the Equipment Trust Agreement)";

(g) by adding in the fourth line of Section 14 the words "United States" before the words "Internal Revenue Code";

(h) by restating the penultimate paragraph of Section 14 as follows:



"The Lessor's and the Lessee's agreement to pay any sums which may become payable pursuant to this Section 14 shall survive the expiration or other termination of this Lease.";

(i) by adding in the fourth line of Section 15 the words "United States" before the words "Interstate Commerce Commission";

(j) by restating the second sentence of Section 15 as follows:

"The Lessee will, at its own expense (except in the case of actions on the part of the Lessor resulting in a request as hereinafter mentioned, in which case the action taken by the Lessee will be at the Lessor's expense) from time to time do and perform any other act and will execute, acknowledge, deliver, file, register, record and deposit (and will refile, reregister, rerecord or redeposit whenever required) any and all further instruments required by law and reasonably requested by the Trustee, for the purpose of proper protection, to the satisfaction of the Trustee, of the Lessor's and the Trustee's respective interests in the Units, or for the purpose of carrying out the intention of this Lease, the Assignment, the Consent and the Equipment Trust Agreement.";

(k) by restating subparagraph (b) of Section 18 as follows:

"(b) The Lessee agrees to pay to the Lessor on the Business Day next preceding July 15, 1974, all accrued and unpaid interest at the date of 8-1/2% per annum from and including the ~~date of~~ ^{DATE} issuance of such Trust Certificates (i) on that portion of the proceeds from the sale of the Trust Certificates as are applied under Section 3.02 of the Equipment Trust Agreement to the respective dates such proceeds are applied under Section 3.02 of the Equipment Trust Agreement and (ii) on that portion of the proceeds from the sale of the Trust Certificates remaining on deposit with the Trustee

INTER NATIONAL BANK OF MIAMI,
as Trustee,

[CORPORATE SEAL]

by

Authorized Officer

Attest:

Authorized Officer

CANADIAN NATIONAL RAILWAY COMPANY

[CORPORATE SEAL]

by

C. H. Bailey

Vice President

Attest:

[Signature]

ASSISTANT Secretary

SCHEDULE II

	<u>Percentage of Cost* of Units</u>
Daily Lease Rate.....	.02361%
Basic Lease Rate:	
Payments 1-10.....	3.29375%
Payments 11-20.....	5.82954%
Payments 21-30.....	9.05000%

* As defined in the Equipment Trust Agreement.



SCHEDULE III

CASUALTY VALUES

<u>Payment Date</u>	<u>Percentage of Cost*</u>
Interim	103.8756%
1	106.2192
2	108.6666
3	110.8582
4	112.8543
5	114.6075
6	116.1675
7	117.4825
8	118.5980
9	119.4660
10	120.1275
11	118.0025
12	115.6115
13	113.0432
14	110.3235
15	107.4777
16	104.5067
17	101.4128
18	98.1948
19	94.8698
20	91.4650
21	84.8013
22	77.8005
23	70.6162
24	63.2346
25	55.6765
26	47.9248
27	40.0031
28	31.8920
29	23.6182
30	15.0000

and thereafter the lesser of 15% of Cost or the Fair Market Value (as defined in Section 19 of the Lease) thereof immediately preceding the Casualty Occurrence

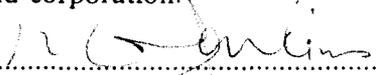
* As defined in the Equipment Trust Agreement.



PROVINCE OF QUEBEC
CITY OF MONTREAL

ss.:

On this 30th day of April, 1974, before me personally appeared Will Barclay, 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 15, 1974,
between FIRST SECURITY BANK OF UTAH, N.A.
(hereinafter called the Company), INTER
NATIONAL BANK OF MIAMI, as Trustee (herein-
after called the Trustee), 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 January 1,
1974 (hereinafter called the Equipment Trust Agreement);

WHEREAS the Trustee and the Company now desire to
amend the Equipment Trust Agreement;

WHEREAS the Company and the Lessee have entered
into a Lease of Equipment No. 1 dated as of January 1, 1974
(hereinafter called the Lease);

WHEREAS the Company and the Lessee now desire to
amend the Lease; and

WHEREAS the Trustee has given its prior written
consent to the Company's so amending the Lease.

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 as follows:

(a) by changing the date for settlement for equipment appearing in the first Whereas Clause from July 14, 1974, to August 30, 1974;

(b) by substituting for the number \$5,250,000 in the first Whereas Clause the number \$10,400,000;

(c) by substituting in Section 1.01 for the definition of "Investments" the following:

"Investments shall mean (i) direct obligations of the United States of America or obligations for which the faith of the United States of America is pledged to provide for the payment of principal and interest and (ii) certificates of deposit of or time deposits of commercial banks or trust companies in the United States of America having capital and surplus aggregating at least \$50,000,000, in each case maturing in not more than one year from the date of such investment.";

(d) by substituting in Section 1.01 the figure \$50,000,000 in the definition of "Maximum Cost";

(e) by substituting in Section 1.01 the number 77.5% for the number 75.5% appearing in the definition of "Percentage of Debt";

(f) by restating the last three lines in the last paragraph of Section 2.01 to read as follows:

"Agreements, upon surrender of the Trust Certificates theretofore issued to such holder, and will make the interest adjustments as provided in Paragraph 1 thereof.";

(g) by restating the last paragraph of Section 2.02 as follows:

"The principal of and interest on the Trust Certificates shall be payable (a) at the "home office" address in the case of any Purchaser while such Purchaser is a holder of Trust Certificates as is set forth in Annex I to the Purchase Agreement which shall be entered on the registry books of the Trustee and for any other holder thereof as shall be designated in written notice thereof to the Trustee for entry on the registry books maintained by the Trustee, in such coin or currency of the United States of America as at the time payable shall be legal tender for the payment of public and private debts, but (b) only from and out of rentals or other moneys received by the Trustee and applicable to such payment under the provisions hereof. The Trustee will mail its check on the Business Day preceding the date each such payment is due to such Purchaser or registered holder at his "home office" address shown on the registry books maintained by the Trustee or will pay by wire transfer on the date such payment is due to any such Purchaser while such Purchaser is a holder of Trust Certificates to such "home office" address, if so requested by such Purchaser.";

(h) by substituting the date August 30, 1974, for the date July 14, 1974, in the first paragraph of Section 3.01;

(i) by adding at the beginning of the eighth line of subparagraph (c) of Section 3.04 the following phrase:

"created by, through or under such Manufacturer or arising through anyone claiming by, through or under the same";

(j) by adding in the beginning of subparagraph (g)

of Section 3.04 the words "Evidence that" before the first word thereof;

(k) by substituting in Section 4.04(3)(a) for the parenthetical phrase therein the following:

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

(l) by adding at the end of the second sentence of Section 4.10 the phrase "or the holders of any Trust Certificates outstanding hereunder.";

(m) by inserting a period after the word "full" in the seventeenth line of the first paragraph of Section 5.03 and by restating the phrase following such word as follows:

"If such proceeds are not sufficient, then all such payments shall be made pro rata without preference between principal and interest.";

(n) by adding after the word "full" appearing in the first line of the second paragraph of Section 5.03 the phrase "as provided in the first sentence of the immediately preceding paragraph,";

(o) by substituting in the third line of the first paragraph and in the fifteenth line of the second paragraph of Section 5.04 the phrase "not less than 66-2/3%" for the phrase "a majority";

(p) by substituting for the word "unless" in the

last line of Section 5.07 the words "whether or not";

(q) by adding at the end of Section 5.08 the phrase "but shall advise such holders of alternatives, if any, suggested by its counsel.";

(r) by substituting for the words "a majority" in the sixth line of Section 5.10 the words "not less than 66-2/3%";

(s) by adding in subclause (A) of Section 7.05 before the word "provided" the following phrase:

"including but not limited to an adjustment of the aggregate Cost of the equipment delivered under this Agreement as set forth in the first Whereas Clause of this Agreement,";

(t) by deleting from the fourth line of subclause (B) of Section 7.05 the words "or after";

(u) by deleting from subparagraph (C) of Section 7.05 the "s" at the end of the word "Leases" in the second line thereof and the "s" at the end of the word "Leases" appearing as the second word in the sixth line thereof;

(v) by deleting in the second paragraph of Section 8.02 the word "grossly" appearing twice in the second line thereof;

(w) by substituting in subparagraph (c) of Section 8.06 the number \$50,000,000 for \$25,000,000 appearing therein;

(x) by substituting in Section 8.09 the number \$50,000,000 for the number \$25,000,000 appearing therein; and

(y) by substituting the word "certified" for the word "registered" in the fourth line of Section 9.05.

2. The Lease is hereby amended as follows:

(a) by substituting the date August 30, 1974, for the date July 14, 1974, appearing in the second Whereas Clause;

(b) by substituting the number \$10,400,000 for the number \$5,250,000 in the second Whereas Clause;

(c) by adding the following phrase after the words "provided, however," in the third paragraph of Section 8 thereof:

"that any such sale, transfer, assignment (other than a first assignment of this Lease), mortgage or other disposition shall be only to a bank or trust company having a combined capital and surplus of at least \$25,000,000, or any corporation which holds 95% of the voting securities of the Lessor or any wholly-owned subsidiary thereof; and provided, further, however,";

(d) by adding to the caption of Section 13 the phrase "; Representations and Warranties of Lessee.";

(e) by adding at the end of the first paragraph of Section 13 the following:

"The Lessee represents and warrants as follows:

A. the Lessee is a corporation legally incorporated and validly existing in good standing, under the laws of Canada, with full corporate power to enter into this Lease and the consent and agreement dated as of the date hereof executed by the Lessee (hereinafter called the Consent) to the assignment of this Lease to the Trustee (hereinafter called the Assignment);

B. this Lease and the Consent have been duly authorized, executed and delivered by the Lessee and constitute valid, legal and binding agreements, enforceable in accordance with their terms;

C. upon deposit of the Equipment Trust Agreement, this Lease and the Assignment (including the Consent) in the office of the Registrar General of Canada and, upon publication of notice of such deposit in The Canada Gazette in accordance with Section 86 of the Railway Act of Canada, no further act, filing, recording or deposit (or giving of notice) is required in order fully to protect in Canada or any Province or Territory thereof the rights of the Lessor under this Lease against any and all subsequent purchasers or mortgagees from the Lessee and/or from creditors of the Lessee;

D. no approval is required from any public regulatory body with respect to the entering into or performance of this Lease or the Consent, or all such approvals (which shall be specifically described) have been obtained;

E. the entering into and performance of this Lease and the Consent will not result in any breach of, or constitute a default under, any indenture, mortgage, deed of trust, bank loan or credit agreement or other agreement or instrument to which the Lessee is a party or by which it may be bound or contravene any provision of law, statute, rule or regulation to which the Lessee is subject or any judgment, decree, franchise, order or permit applicable to the Lessee;

F. the balance sheet of the Lessee as of December 31, 1972, and the statement of income for the year then ended, reviewed by consulting accountants, copies of which have been furnished in the annual report to the Purchasers (as defined in the Equipment Trust Agreement), have been prepared in conformity with generally accepted accounting principles applied on a consistent basis, subject to any exceptions stated therein and in the notes thereto, and correctly and fairly present the financial condition of the Lessee as of the date of such balance sheet and the results of its operations for the period indicated in such statements. No material adverse change has occurred in the condition, financial or otherwise, of the Lessee since December 31, 1972; and

G. neither the Lease nor any other document or certificate heretofore furnished by or on behalf of the Lessee in connection with the Lease contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein and therein not misleading.

The Lessee agrees that on each Closing Date the Lessee will deliver to the Lessor and the Trustee a certificate of a Vice President or the Treasurer of the Lessee to the effect that such representations and warranties are true and correct on such date.";

(f) by adding after the words "Purchase Agreement" in the third line of the last paragraph of Section 13 the phrase "(as defined in the Equipment Trust Agreement)";

(g) by adding in the fourth line of Section 14 the words "United States" before the words "Internal Revenue Code";

(h) by restating the penultimate paragraph of Section 14 as follows:

"The Lessor's and the Lessee's agreement to pay any sums which may become payable pursuant to this Section 14 shall survive the expiration or other termination of this Lease.";

(i) by adding in the fourth line of Section 15 the words "United States" before the words "Interstate Commerce Commission";

(j) by restating the second sentence of Section 15 as follows:

"The Lessee will, at its own expense (except in the case of actions on the part of the Lessor resulting in a request as hereinafter mentioned, in which case the action taken by the Lessee will be at the Lessor's expense) from time to time do and perform any other act and will execute, acknowledge, deliver, file, register, record and deposit (and will refile, reregister, rerecord or redeposit whenever required) any and all further instruments required by law and reasonably requested by the Trustee, for the purpose of proper protection, to the satisfaction of the Trustee, of the Lessor's and the Trustee's respective interests in the Units, or for the purpose of carrying out the intention of this Lease, the Assignment, the Consent and the Equipment Trust Agreement.";

(k) by restating subparagraph (b) of Section 18 as follows:

"(b) The Lessee agrees to pay to the Lessor on the Business Day next preceding July 15, 1974, all accrued and unpaid interest at the date of 8-1/2% per annum from and including the date of issuance of such Trust Certificates (i) on that portion of the proceeds from the sale of the Trust Certificates as are applied under Section 3.02 of the Equipment Trust Agreement to the respective dates such proceeds are applied under Section 3.02 of the Equipment Trust Agreement and (ii) on that portion of the proceeds from the sale of the Trust Certificates remaining on deposit with the Trustee

on July 15, 1974, to July 15, 1974."; and

(1) by substituting for Schedules II and III thereto the Schedules attached hereto as Schedules II and III.

3. The Company will promptly cause this Amendment to be filed and 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 in all other respects.

5. 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.

FIRST SECURITY BANK OF UTAH,
N.A.,

[CORPORATE SEAL]

by

Authorized Officer

Attest:

Authorized Officer

INTER NATIONAL BANK OF MIAMI,
as Trustee,

by

[Signature]
Authorized Officer

[CORPORATE SEAL]

Attest:

[Signature]
Authorized Officer

CANADIAN NATIONAL RAILWAY COMPANY

by

Vice President

[CORPORATE SEAL]

Attest:

Secretary

SCHEDULE II

	<u>Percentage of Cost* of Units</u>
Daily Lease Rate02361%
Basic Lease Rate:	
Payments 1-10.....	3.29375%
Payments 11-20.....	5.82954%
Payments 21-30.....	9.05000%

* As defined in the Equipment Trust Agreement.

SCHEDULE III

CASUALTY VALUES

<u>Payment Date</u>	<u>Percentage of Cost*</u>
Interim	103.8756%
1	106.2192
2	108.6666
3	110.8582
4	112.8543
5	114.6075
6	116.1675
7	117.4825
8	118.5980
9	119.4660
10	120.1275
11	118.0025
12	115.6115
13	113.0432
14	110.3235
15	107.4777
16	104.5067
17	101.4128
18	98.1948
19	94.8698
20	91.4650
21	84.8013
22	77.8005
23	70.6162
24	63.2346
25	55.6765
26	47.9248
27	40.0031
28	31.8920
29	23.6182
30	15.0000
and thereafter the lesser of 15% of Cost or the Fair Market Value (as defined in Section 19 of the Lease) thereof immediately preceding the Casualty Occurrence	

* As defined in the Equipment Trust Agreement.

STATE OF UTAH }
COUNTY OF SALT LAKE } ss.:

On this _____ day of _____, 1974, before me personally appeared _____, to me personally known, whom, 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 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 they acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

.....
Notary Public

My commission expires

[NOTARIAL SEAL]

STATE OF FLORIDA }
COUNTY OF DADE } ss.:

On this *20* day of *March*, 1974, before me personally appeared *E.J. Barber*, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of INTER NATIONAL BANK OF MIAMI, 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.

Mary L. Goodie
.....
Notary Public

My commission expires

[NOTARIAL SEAL]

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 16, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS

PROVINCE OF QUEBEC }
CITY OF MONTREAL } ss.:

On this _____ day of _____, 1974, before me personally appeared _____, 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

AMENDMENT dated as of March 15, 1974,
between FIRST SECURITY BANK OF UTAH, N.A.
(hereinafter called the Company), INTER
NATIONAL BANK OF MIAMI, as Trustee (herein-
after called the Trustee), and CANADIAN
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WHEREAS the Trustee and the Company have entered
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1974 (hereinafter called the Equipment Trust Agreement);

WHEREAS the Trustee and the Company now desire to
amend the Equipment Trust Agreement;

WHEREAS the Company and the Lessee have entered
into a Lease of Equipment No. 1 dated as of January 1, 1974
(hereinafter called the Lease);

WHEREAS the Company and the Lessee now desire to
amend the Lease; and

WHEREAS the Trustee has given its prior written
consent to the Company's so amending the Lease.

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 as follows:

(a) by changing the date for settlement for equipment appearing in the first Whereas Clause from July 14, 1974, to August 30, 1974;

(b) by substituting for the number \$5,250,000 in the first Whereas Clause the number \$10,400,000;

(c) by substituting in Section 1.01 for the definition of "Investments" the following:

"Investments shall mean (i) direct obligations of the United States of America or obligations for which the faith of the United States of America is pledged to provide for the payment of principal and interest and (ii) certificates of deposit of or time deposits of commercial banks or trust companies in the United States of America having capital and surplus aggregating at least \$50,000,000, in each case maturing in not more than one year from the date of such investment.";

(d) by substituting in Section 1.01 the figure \$50,000,000 in the definition of "Maximum Cost";

(e) by substituting in Section 1.01 the number 77.5% for the number 75.5% appearing in the definition of "Percentage of Debt";

(f) by restating the last three lines in the last paragraph of Section 2.01 to read as follows:

"Agreements, upon surrender of the Trust Certificates theretofore issued to such holder, and will make the interest adjustments as provided in Paragraph 1 thereof.";

(g) by restating the last paragraph of Section 2.02 as follows:

"The principal of and interest on the Trust Certificates shall be payable (a) at the "home office" address in the case of any Purchaser while such Purchaser is a holder of Trust Certificates as is set forth in Annex I to the Purchase Agreement which shall be entered on the registry books of the Trustee and for any other holder thereof as shall be designated in written notice thereof to the Trustee for entry on the registry books maintained by the Trustee, in such coin or currency of the United States of America as at the time payable shall be legal tender for the payment of public and private debts, but (b) only from and out of rentals or other moneys received by the Trustee and applicable to such payment under the provisions hereof. The Trustee will mail its check on the Business Day preceding the date each such payment is due to such Purchaser or registered holder at his "home office" address shown on the registry books maintained by the Trustee or will pay by wire transfer on the date such payment is due to any such Purchaser while such Purchaser is a holder of Trust Certificates to such "home office" address, if so requested by such Purchaser.";

(h) by substituting the date August 30, 1974, for the date July 14, 1974, in the first paragraph of Section 3.01;

(i) by adding at the beginning of the eighth line of subparagraph (c) of Section 3.04 the following phrase:

"created by, through or under such Manufacturer or arising through anyone claiming by, through or under the same";

(j) by adding in the beginning of subparagraph (g)

of Section 3.04 the words "Evidence that" before the first word thereof;

(k) by substituting in Section 4.04(3)(a) for the parenthetical phrase therein the following:

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

(l) by adding at the end of the second sentence of Section 4.10 the phrase "or the holders of any Trust Certificates outstanding hereunder.";

(m) by inserting a period after the word "full" in the seventeenth line of the first paragraph of Section 5.03 and by restating the phrase following such word as follows:

"If such proceeds are not sufficient, then all such payments shall be made pro rata without preference between principal and interest.";

(n) by adding after the word "full" appearing in the first line of the second paragraph of Section 5.03 the phrase "as provided in the first sentence of the immediately preceding paragraph,";

(o) by substituting in the third line of the first paragraph and in the fifteenth line of the second paragraph of Section 5.04 the phrase "not less than 66-2/3%" for the phrase "a majority";

(p) by substituting for the word "unless" in the

last line of Section 5.07 the words "whether or not";

(q) by adding at the end of Section 5.08 the phrase "but shall advise such holders of alternatives, if any, suggested by its counsel.";

(r) by substituting for the words "a majority" in the sixth line of Section 5.10 the words "not less than 66-2/3%";

(s) by adding in subclause (A) of Section 7.05 before the word "provided" the following phrase:

"including but not limited to an adjustment of the aggregate Cost of the equipment delivered under this Agreement as set forth in the first Whereas Clause of this Agreement,";

(t) by deleting from the fourth line of subclause (B) of Section 7.05 the words "or after";

(u) by deleting from subparagraph (C) of Section 7.05 the "s" at the end of the word "Leases" in the second line thereof and the "s" at the end of the word "Leases" appearing as the second word in the sixth line thereof;

(v) by deleting in the second paragraph of Section 8.02 the word "grossly" appearing twice in the second line thereof;

(w) by substituting in subparagraph (c) of Section 8.06 the number \$50,000,000 for \$25,000,000 appearing therein;

(x) by substituting in Section 8.09 the number \$50,000,000 for the number \$25,000,000 appearing therein; and

(y) by substituting the word "certified" for the word "registered" in the fourth line of Section 9.05.

2. The Lease is hereby amended as follows:

(a) by substituting the date August 30, 1974, for the date July 14, 1974, appearing in the second Whereas Clause;

(b) by substituting the number \$10,400,000 for the number \$5,250,000 in the second Whereas Clause;

(c) by adding the following phrase after the words "provided, however, in the third paragraph of Section 8 thereof:

"that any such sale, transfer, assignment (other than a first assignment of this Lease), mortgage or other disposition shall be only to a bank or trust company having a combined capital and surplus of at least \$25,000,000, or any corporation which holds 95% of the voting securities of the Lessor or any wholly-owned subsidiary thereof; and provided, further, however,";

(d) by adding to the caption of Section 13 the phrase "; Representations and Warranties of Lessee.";

(e) by adding at the end of the first paragraph of Section 13 the following:

"The Lessee represents and warrants as follows:

A. the Lessee is a corporation legally incorporated and validly existing in good standing, under the laws of Canada, with full corporate power to enter into this Lease and the consent and agreement dated as of the date hereof executed by the Lessee (hereinafter called the Consent) to the assignment of this Lease to the Trustee (hereinafter called the Assignment);

B. this Lease and the Consent have been duly authorized, executed and delivered by the Lessee and constitute valid, legal and binding agreements, enforceable in accordance with their terms;

C. upon deposit of the Equipment Trust Agreement, this Lease and the Assignment (including the Consent) in the office of the Registrar General of Canada and, upon publication of notice of such deposit in The Canada Gazette in accordance with Section 86 of the Railway Act of Canada, no further act, filing, recording or deposit (or giving of notice) is required in order fully to protect in Canada or any Province or Territory thereof the rights of the Lessor under this Lease against any and all subsequent purchasers or mortgagees from the Lessee and/or from creditors of the Lessee;

D. no approval is required from any public regulatory body with respect to the entering into or performance of this Lease or the Consent, or all such approvals (which shall be specifically described) have been obtained;

E. the entering into and performance of this Lease and the Consent will not result in any breach of, or constitute a default under, any indenture, mortgage, deed of trust, bank loan or credit agreement or other agreement or instrument to which the Lessee is a party or by which it may be bound or contravene any provision of law, statute, rule or regulation to which the Lessee is subject or any judgment, decree, franchise, order or permit applicable to the Lessee;

F. the balance sheet of the Lessee as of December 31, 1972, and the statement of income for the year then ended, reviewed by consulting accountants, copies of which have been furnished in the annual report to the Purchasers (as defined in the Equipment Trust Agreement), have been prepared in conformity with generally accepted accounting principles applied on a consistent basis, subject to any exceptions stated therein and in the notes thereto, and correctly and fairly present the financial condition of the Lessee as of the date of such balance sheet and the results of its operations for the period indicated in such statements. No material adverse change has occurred in the condition, financial or otherwise, of the Lessee since December 31, 1972; and

G. neither the Lease nor any other document or certificate heretofore furnished by or on behalf of the Lessee in connection with the Lease contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein and therein not misleading.

The Lessee agrees that on each Closing Date the Lessee will deliver to the Lessor and the Trustee a certificate of a Vice President or the Treasurer of the Lessee to the effect that such representations and warranties are true and correct on such date.";

(f) by adding after the words "Purchase Agreement" in the third line of the last paragraph of Section 13 the phrase "(as defined in the Equipment Trust Agreement)";

(g) by adding in the fourth line of Section 14 the words "United States" before the words "Internal Revenue Code";

(h) by restating the penultimate paragraph of Section 14 as follows:

"The Lessor's and the Lessee's agreement to pay any sums which may become payable pursuant to this Section 14 shall survive the expiration or other termination of this Lease.";

(i) by adding in the fourth line of Section 15 the words "United States" before the words "Interstate Commerce Commission";

(j) by restating the second sentence of Section 15 as follows:

"The Lessee will, at its own expense (except in the case of actions on the part of the Lessor resulting in a request as hereinafter mentioned, in which case the action taken by the Lessee will be at the Lessor's expense) from time to time do and perform any other act and will execute, acknowledge, deliver, file, register, record and deposit (and will refile, reregister, rerecord or redeposit whenever required) any and all further instruments required by law and reasonably requested by the Trustee, for the purpose of proper protection, to the satisfaction of the Trustee, of the Lessor's and the Trustee's respective interests in the Units, or for the purpose of carrying out the intention of this Lease, the Assignment, the Consent and the Equipment Trust Agreement.";

(k) by restating subparagraph (b) of Section 18 as follows:

"(b) The Lessee agrees to pay to the Lessor on the Business Day next preceding July 15, 1974, all accrued and unpaid interest at the date of 8-1/2% per annum from and including the date of issuance of such Trust Certificates (i) on that portion of the proceeds from the sale of the Trust Certificates as are applied under Section 3.02 of the Equipment Trust Agreement to the respective dates such proceeds are applied under Section 3.02 of the Equipment Trust Agreement and (ii) on that portion of the proceeds from the sale of the Trust Certificates remaining on deposit with the Trustee

on July 15, 1974, to July 15, 1974."; and

(1) by substituting for Schedules II and III thereto the Schedules attached hereto as Schedules II and III.

3. The Company will promptly cause this Amendment to be filed and 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 in all other respects.

5. 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.

FIRST SECURITY BANK OF UTAH,
N.A.,

[CORPORATE SEAL]

by

Elmer D. Tucker
Authorized Officer

Attest:

J. Eugene King
Authorized Officer

INTER NATIONAL BANK OF MIAMI,
as Trustee,

[CORPORATE SEAL]

by

Authorized Officer

Attest:

Authorized Officer

CANADIAN NATIONAL RAILWAY COMPANY

[CORPORATE SEAL]

by

Vice President

Attest:

Secretary

SCHEDULE II

	<u>Percentage of Cost* of Units</u>
Daily Lease Rate02361%
Basic Lease Rate:	
Payments 1-10.....	3.29375%
Payments 11-20.....	5.82954%
Payments 21-30.....	9.05000%

* As defined in the Equipment Trust Agreement.

SCHEDULE III

CASUALTY VALUES

<u>Payment Date</u>	<u>Percentage of Cost*</u>
Interim	103.8756%
1	106.2192
2	108.6666
3	110.8582
4	112.8543
5	114.6075
6	116.1675
7	117.4825
8	118.5980
9	119.4660
10	120.1275
11	118.0025
12	115.6115
13	113.0432
14	110.3235
15	107.4777
16	104.5067
17	101.4128
18	98.1948
19	94.8698
20	91.4650
21	84.8013
22	77.8005
23	70.6162
24	63.2346
25	55.6765
26	47.9248
27	40.0031
28	31.8920
29	23.6182
30	15.0000
and thereafter the lesser of 15% of Cost or the Fair Market Value (as defined in Section 19 of the Lease) thereof immediately preceding the Casualty Occurrence	

* As defined in the Equipment Trust Agreement.

STATE OF UTAH }
COUNTY OF SALT LAKE } ss.:

On this 19th day of March, 1974, before me personally appeared Elmer D. Tucker, to me personally known, whom, 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 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 they acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.


Notary Public

My commission expires 3-31-76

[NOTARIAL SEAL]

STATE OF FLORIDA }
COUNTY OF DADE } ss.:

On this _____ day of _____, 1974, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of INTER NATIONAL BANK OF MIAMI, 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.

.....
Notary Public

My commission expires

[NOTARIAL SEAL]

PROVINCE OF QUEBEC }
CITY OF MONTREAL } ss.:

On this _____ day of _____, 1974, before me personally appeared _____, 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