

7505  
RECORDATION NO. 7505-13 Filed & Recorded

AUG 11 1975 -2 30 PM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENT No. 1 dated as of July 1, 1975, among WELLS FARGO BANK, National Association, as Trustee (hereinafter called the Trustee), and TRUST COMPANY FOR USL, INC., a corporation organized under the laws of the State of Illinois (hereinafter called the Company), as Owner-Trustee pursuant to an Owner Trust Agreement dated as of April 8, 1974, with United States Leasing International, Inc., as Agent and The Ohio Citizens Trust Company and CANADIAN NATIONAL RAILWAY COMPANY (hereinafter called the Lessee).

WHEREAS the Trustee and the Company have entered into an Equipment Trust Agreement dated as of April 8, 1974, as amended by Amendment No. 1 dated as of May 30, 1974 (said Equipment Trust Agreement, as amended, being 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 Equipment dated as of April 8, 1974, as amended by Amendment No. 1 dated as of May 30, 1974 (said Lease, as amended, being hereinafter called the Lease), leas-

ing 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 No. 1 to be filed, recorded and deposited in like manner as the Equipment Trust Agreement and the Lease.

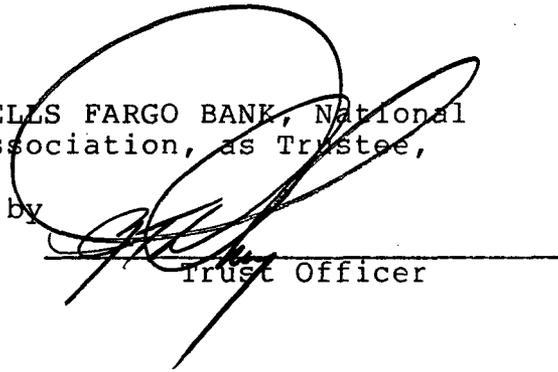
4. Except as amended hereby, the Equipment Trust Agreement and the Lease shall remain unaltered and in full force and effect.

5. This Supplement No. 1 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.

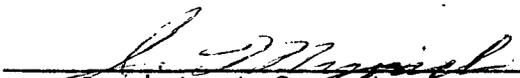
WELLS FARGO BANK, National Association, as Trustee,

by

  
Trust Officer

[Corporate Seal]

Attest:

  
Assistant Secretary

TRUST COMPANY FOR USL, INC.,  
Owner-Trustee,

by

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

[Corporate Seal]

Attest:

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

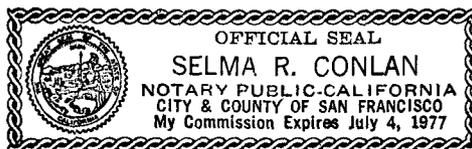
STATE OF CALIFORNIA, )  
 ) ss.:  
CITY AND COUNTY OF SAN FRANCISCO, )

On this *14<sup>th</sup>* day of *July* 19*75*, before me personally appeared **R. T. DREILING** to me personally known, who, being by me duly sworn, says that he is a Trust Officer of WELLS FARGO BANK, National Association, 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.

My Commission expires

*Selma R. Conlan*  
Notary Public

[NOTARIAL SEAL]



STATE OF CALIFORNIA, )  
 )  
CITY AND COUNTRY OF SAN FRANCISCO, ) ss.:

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 TRUST COMPANY OF USL.,  
INC., that one of the seals affixed to the foregoing instru-  
ment is the corporate seal of the 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 instru-  
ment was the free act and deed of said corporation.

My Commission expires

---

Notary Public

[NOTARIAL SEAL]



SCHEDULE I--Equipment Trust Agreement

<u>Quantity</u>	<u>Type</u>	<u>Identifying Numbers (both inclusive)</u>
185	Covered hopper cars	CNIS 368185-368369

SCHEDULE II--Lease

<u>Quantity</u>	<u>Type</u>	<u>Identifying Numbers (both inclusive)</u>
185	Covered hopper cars	CNIS 368185-368369

SUPPLEMENT No. 1 dated as of July 1, 1975, among WELLS FARGO BANK, National Association, as Trustee (hereinafter called the Trustee), and TRUST COMPANY FOR USL, INC., a corporation organized under the laws of the State of Illinois (hereinafter called the Company), as Owner-Trustee pursuant to an Owner Trust Agreement dated as of April 8, 1974, with United States Leasing International, Inc., as Agent and The Ohio Citizens Trust Company and CANADIAN NATIONAL RAILWAY COMPANY (hereinafter called the Lessee).

WHEREAS the Trustee and the Company have entered into an Equipment Trust Agreement dated as of April 8, <sup>1974</sup> ~~1975~~, *BFM* *Jm* as amended by Amendment No. 1 dated as of May 30, 1974 (said Equipment Trust Agreement, as amended, being 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 Equipment dated as of April 8, 1974, as amended by Amendment No. 1 dated as of May 30, 1974 (said Lease, as amended, being hereinafter called the Lease), leas-

ing 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 No. 1 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 No. 1 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.

WELLS FARGO BANK, National Association, as Trustee,

by

[Corporate Seal]

\_\_\_\_\_  
Trust Officer

Attest:

\_\_\_\_\_  
Assistant Secretary

TRUST COMPANY FOR USL, INC.,  
Owner-Trustee,

by

*Ben Marshardt*  
\_\_\_\_\_

Authorized Officer

[Corporate Seal]

Attest:

*Joanne L. Miller*  
\_\_\_\_\_  
Authorized Officer

STATE OF CALIFORNIA, )  
 ) SS.:  
CITY AND COUNTY OF SAN FRANCISCO, )

On this                    day of                    , before me  
personally appeared  
to me personally known, who, being by me duly sworn, says that  
he is a Trust Officer of WELLS FARGO BANK, National Association,  
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.

My Commission expires

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Notary Public

[NOTARIAL SEAL]

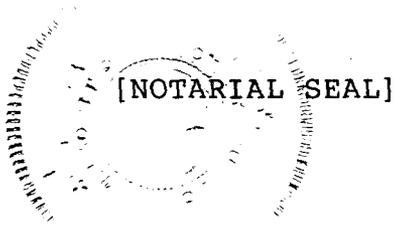
STATE OF CALIFORNIA, )  
 )  
CITY AND COUNTRY OF SAN FRANCISCO, ) ss.:

On this 18<sup>th</sup> day of July 1975, before me  
personally appeared **BEN MAUSHARDT**

to me personally known, who, being by me duly sworn, says  
that he is an Authorized Officer of TRUST COMPANY OF U.S.,  
INC., that one of the seals affixed to the foregoing instru-  
ment is the corporate seal of the 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 instru-  
ment was the free act and deed of said corporation.

My Commission expires DEC 6 1975

Walter J. Michael  
Notary Public





SCHEDULE I--Equipment Trust Agreement

<u>Quantity</u>	<u>Type</u>	<u>Identifying Numbers (both inclusive)</u>
185	Covered hopper cars	CNIS 368185-368369

SCHEDULE II--Lease

<u>Quantity</u>	<u>Type</u>	<u>Identifying Numbers (both inclusive)</u>
185	Covered hopper cars	CNIS 368185-368369

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WHEREAS the Trustee and the Company have entered into an Equipment Trust Agreement dated as of April 8, 1974, as amended by Amendment No. 1 dated as of May 30, 1974 (said Equipment Trust Agreement, as amended, being 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 Equipment dated as of April 8, 1974, as amended by Amendment No. 1 dated as of May 30, 1974 (said Lease, as amended, being hereinafter called the Lease), leas-



ing 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 No. 1 to be filed, recorded and deposited in like manner as the Equipment Trust Agreement and the Lease.

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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.

WELLS FARGO BANK, National Association, as Trustee,

by

[Corporate Seal]

\_\_\_\_\_  
Trust Officer

Attest:

\_\_\_\_\_  
Assistant Secretary

TRUST COMPANY FOR USL, INC.,  
Owner-Trustee,

by

[Corporate Seal]

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

Attest:

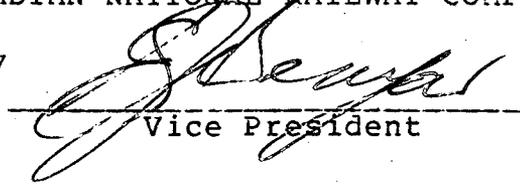
\_\_\_\_\_  
Authorized Officer





CANADIAN NATIONAL RAILWAY COMPANY,

by

  
Vice President

[Corporate Seal]

Attest:

  
ASSISTANT Secretary



STATE OF CALIFORNIA, )  
 ) ss.:  
CITY AND COUNTY OF SAN FRANCISCO, )

On this                    day of                    , before me  
personally appeared  
to me personally known, who, being by me duly sworn, says that  
he is a Trust Officer of WELLS FARGO BANK, National Association,  
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.

My Commission expires

---

Notary Public

[NOTARIAL SEAL]

STATE OF CALIFORNIA, )  
 )  
CITY AND COUNTRY OF SAN FRANCISCO, ) ss.:

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 TRUST COMPANY OF U.S.,  
INC., that one of the seals affixed to the foregoing instru-  
ment is the corporate seal of the 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 instru-  
ment was the free act and deed of said corporation.

My Commission expires

---

Notary Public

[NOTARIAL SEAL]

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

On this *24<sup>th</sup>* day of *July* 1975, before me personally appeared *E. J. Newfar* to me personally known, who, being by me duly sworn, says that he is ~~the~~ *the Vice-President* of CANADIAN NATIONAL RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of the 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.

*Jeanne Dostel*  
\_\_\_\_\_  
Commissioner of Oaths

[NOTARIAL SEAL]

JEANNE DOSTEL  
COMMISSIONER FOR OATHS  
DISTRICT OF MONTREAL

SCHEDULE I--Equipment Trust Agreement

<u>Quantity</u>	<u>Type</u>	<u>Identifying Numbers (both inclusive)</u>
185	Covered hopper cars	CNIS 368185-368369

A handwritten signature in black ink, appearing to be the initials 'RJ' or similar, located in the lower right quadrant of the page.

SCHEDULE II--Lease

<u>Quantity</u>	<u>Type</u>	<u>Identifying Numbers (both inclusive)</u>
185	Covered hopper cars	CNIS 368185-368369

