

7029-C

RECORDATION NO. _____ Filed & Recorded

JUN 19 1974 - 3 25 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT dated as of September 15, 1973, between TRUST COMPANY FOR USL, INC. (hereinafter sometimes called the Company or the Lessor), as Owner-Trustee, CANADIAN NATIONAL RAILWAY COMPANY (hereinafter called the Lessee) and INTER NATIONAL BANK OF MIAMI, as Trustee (hereinafter called the Trustee).

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

WHEREAS the Lessor and the Lessee have entered into a Lease of Equipment No. 1 dated as of April 1, 1973 (hereinafter called the Lease), such Lease having been assigned to the Trustee pursuant to an Assignment of Lease and Agreement No. 1 dated as of April 1, 1973, between the Lessor and the Trustee (hereinafter called the Assignment);

WHEREAS the parties hereto now desire to amend the Lease and the Equipment Trust Agreement; and

WHEREAS the Trustee has given its prior written consent to this amendment as it pertains to the Lease as required by Paragraph 10 of the Assignment;

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) Section 1.01 is hereby amended by substituting in the definition of Cut-Off Date the date "March 1, 1974," and in the definition of Final Trust Certificate the date "April 1, 1974", for "October 1, 1973";

(b) Section 2.01 is hereby amended by substituting the date "April 1, 1974" for "October 1, 1973" in the first line of the last paragraph thereof.

(c) Section 3.01 is hereby amended by substituting the date "March 1, 1974", for "October 1, 1973", in the eighth line of the first paragraph thereof.

(d) Section 4.04(3)(a) is hereby amended by substituting therefor the following provision:

"(a) on the Cut-Off Date, an amount equal to interest at the rate of 7-7/8% per annum on the 1988 Trust Certificates on the amount, if any, prepaid to the holders of the Trust Certificates on said date from October 1, 1973, to the Cut-Off Date."

2. The Lease is hereby amended as follows:

(a) The second Whereas clause is hereby replaced with the following:

"WHEREAS, the Lessor has entered into Equipment Trust Agreement No. 1 dated as of April 1, 1973 (hereinafter called the Equipment Trust Agreement) with Inter National Bank of Miami (hereinafter called the Trustee),



under which the Lessor has agreed to cause each Manufacturer to sell, assign and transfer to the Trustee title to all such Units (as hereinafter defined) of railroad equipment delivered, accepted and settled for on or prior to March 1, 1974 under each Manufacturing Agreement and under which such title to the Units will be reserved to the Trustee until the Lessor fulfills its obligations under the Equipment Trust Agreement (such units described in Schedule I hereto which are delivered on or prior to June 30, 1973, being hereinafter called the Group A Units (if not locomotives) or Group B Units (if locomotives) and such Units which are delivered after June 30, 1973, but ^{on or} prior to August 31, 1973, being hereinafter called the Group C Units (if not locomotives) or Group D Units (if locomotives) and such Units which are delivered after August 31, 1973, and on or prior to March 1, 1974, being hereinafter called the Group E Units and all such Units being hereinafter collectively called the Units), and under which the Trustee has agreed to lease all the Units to the Lessor."

(b) The third Whereas clause is hereby amended by substituting the date "March 1, 1974" for "October 1, 1973", in the third line thereof.

(c) Section 1 is hereby amended by substituting the following sentence for the last sentence therein:

"After all Units have been delivered and accepted hereunder, and after all Interim Trust Certificates (as defined in the Equipment Trust Agreement) have been refunded, a supplement to Schedule I shall be prepared designating each Unit then subject to this Lease as a Group A, B, C, D or E Unit, as the case may be."

(d) Section 2 is hereby amended by substituting for subclauses (b) and (c) of the first paragraph thereof the following:

"(b) for each Group A, B, C, or D Unit subject to this Lease the first 20 semi-annual payments shall each be in an amount equal to the basic lease payment factor therefor set forth in Schedule IV multiplied by the Cost of such Unit and the next such 10 semi-annual payments shall each be in an amount equal to the basic lease payment factor therefor set forth in Schedule IV multiplied by the Cost of such Unit, and (c) for each Group E Unit subject to this Lease all 30 semi-annual payments shall be in an amount equal to the basic lease payment factor therefor set forth in Schedule IV multiplied by the Cost of such Unit."

(e) Section 18(b) is hereby amended by substituting therefor the following provision:

"(b) The Lessee agrees to pay to the Lessor on the Business Day next preceding October 1, 1973, interest at the rate of 7-7/8% per annum on the proceeds of the 1988 Trust Certificates from the respective Closing Dates under the Purchase Agreement (as defined in the Equipment Trust Agreement) until the earlier of October 1, 1973 and the respective dates such proceeds are applied under Section 3.02 of the Equipment Trust Agreement."

(f) Schedules I and IV to the Lease are hereby amended by substituting therefor Schedule I and II attached hereto, respectively.

(g) Schedule V to the Lease is hereby amended by adding the information set forth in Schedule III attached hereto.

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.

TRUST COMPANY FOR USL, INC.,

Attest:

by

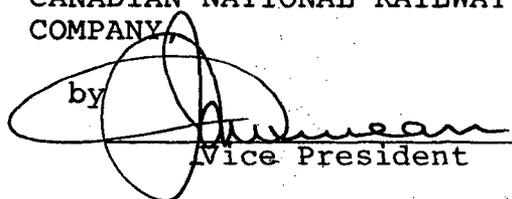
Vice President

Assistant Secretary

CANADIAN NATIONAL RAILWAY
COMPANY,

Attest:

by



Vice President



Assistant Secretary



INTER NATIONAL BANK OF MIAMI,
Trustee,

Attest:

by

Executive Vice President

Vice President & Trust Officer

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

On this _____ day of _____, 1973, before me personally appeared _____ to me personally known, who, being by me duly sworn, says that he is _____ of TRUST COMPANY FOR USL, INC., 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.

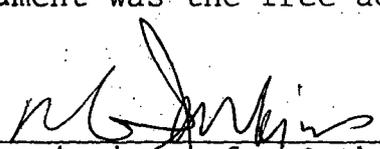
My commissions expires _____

Notary Public

[NOTARIAL SEAL]

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

On this 2nd day of October, 1973, before me personally appeared J. M. DUNCAN, to me personally known, who, being by me duly sworn, says that he is ~~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.



Commissioner for Oaths

R. G. Jenkins,
Commissioner for Oaths
Commissaire à l'Assermentation
District - Montreal
Expires June 11, 77

SCHEDULE I - LEASE NO. 1

Group A and Group C and Group E Units*

<u>Quantity</u>	<u>Type</u>	<u>Identifying Numbers (both inclusive)</u>
350	52'6" 100-ton fixed end gondola cars	CN137000 to 137349
47	89'4" double hitch flat cars	CN682050 to 682096
100	50'6" cushioned under-frame box cars	CN407000 to 407099

Group B and Group D and Group E Units*

30	2000 H.P.M.-420 Diesel Locomotives	CN2500 to 2529
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* Group A and Group B Units delivered after June 30, 1973, but on or prior to August 31, 1973, become Group C and Group D Units, respectively, and Group A, Group B, Group C and Group D Units delivered after August 31, 1973, but on or prior to March 1, 1974, become Group E Units.



SCHEDULE II - LEASE NO. 1

	<u>Percentage of Cost* of Group A Units</u>	<u>Percentage of Cost* of Group B Units</u>	<u>Percentage of Cost* of Group C Units</u>	<u>Percentage of Cost* of Group D Units</u>	<u>Percentage of Cost* of Group E Units</u>
Daily Lease Payment Factor	.02816%	.0284%	.028434%	.028683%	.021687%
Basic Lease Payment Factor					
For first 20 semiannual payments	4.7061%	4.7061%	4.7061%	4.7061%	
For next 10 semiannual payments	6.200%	6.390%	6.4233%	6.6225%	
For all 30 semiannual payments					5.6085%

* As defined in the Equipment Trust Agreement.

SCHEDULE III-- LEASE NO. 1

<u>Rental Payment</u> <u>Date No.</u>	<u>Percentage of Cost*</u> <u>of Group E Units</u>
Interim	101.500
1	108.250
2	108.250
3	108.375
4	108.125
5	107.750
6	107.000
7	106.000
8	104.625
9	103.000
10	101.250
11	99.125
12	96.750
13	94.125
14	91.250
15	88.125
16	84.750
17	81.125
18	77.375
19	73.375
20	69.250
21	64.750
22	63.250
23	55.625
24	50.750
25	45.750
26	40.750
27	35.625
28	30.500
29	25.625
30	19.750

THEREAFTER the lesser of 15.000% or the Fair Market Value (as defined in Section 19 of the Lease) thereof.

AMENDMENT dated as of September 15, 1973, between TRUST COMPANY FOR USL, INC. (hereinafter sometimes called the Company or the Lessor), as Owner-Trustee, CANADIAN NATIONAL RAILWAY COMPANY (hereinafter called the Lessee) and INTER NATIONAL BANK OF MIAMI, as Trustee (hereinafter called the Trustee).

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

WHEREAS the Lessor and the Lessee have entered into a Lease of Equipment No. 1 dated as of April 1, 1973 (hereinafter called the Lease), such Lease having been assigned to the Trustee pursuant to an Assignment of Lease and Agreement No. 1 dated as of April 1, 1973, between the Lessor and the Trustee (hereinafter called the Assignment);

WHEREAS the parties hereto now desire to amend the Lease and the Equipment Trust Agreement; and

WHEREAS the Trustee has given its prior written consent to this amendment as it pertains to the Lease as required by Paragraph 10 of the Assignment;

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) Section 1.01 is hereby amended by substituting in the definition of Cut-Off Date the date "March 1, 1974," and in the definition of Final Trust Certificate the date "April 1, 1974", for "October 1, 1973";

(b) Section 2.01 is hereby amended by substituting the date "April 1, 1974" for "October 1, 1973" in the first line of the last paragraph thereof.

(c) Section 3.01 is hereby amended by substituting the date "March 1, 1974", for "October 1, 1973", in the eighth line of the first paragraph thereof.

(d) Section 4.04(3)(a) is hereby amended by substituting therefor the following provision:

"(a) on the Cut-Off Date, an amount equal to interest at the rate of 7-7/8% per annum on the 1988 Trust Certificates on the amount, if any, prepaid to the holders of the Trust Certificates on said date from October 1, 1973, to the Cut-Off Date."

2. The Lease is hereby amended as follows:

(a) The second Whereas clause is hereby replaced with the following:

"WHEREAS, the Lessor has entered into Equipment Trust Agreement No. 1 dated as of April 1, 1973 (hereinafter called the Equipment Trust Agreement) with Inter National Bank of Miami (hereinafter called the Trustee),

under which the Lessor has agreed to cause each Manufacturer to sell, assign and transfer to the Trustee title to all such Units (as hereinafter defined) of railroad equipment delivered, accepted and settled for on or prior to March 1, 1974 under each Manufacturing Agreement and under which such title to the Units will be reserved to the Trustee until the Lessor fulfills its obligations under the Equipment Trust Agreement (such units described in Schedule I hereto which are delivered on or prior to June 30, 1973, being hereinafter called the Group A Units (if not locomotives) or Group B Units (if locomotives) and such Units which are delivered after June 30, 1973, ~~but~~ prior to August 31, 1973, being hereinafter called the Group C Units (if not locomotives) or Group D Units (if locomotives) and such Units which are delivered after August 31, 1973, and on or prior to March 1, 1974, being hereinafter called the Group E Units and all such Units being hereinafter collectively called the Units), and under which the Trustee has agreed to lease all the Units to the Lessor."

OR DR

(b) The third Whereas clause is hereby amended by substituting the date "March 1, 1974" for "October 1, 1973", in the third line thereof.

(c) Section 1 is hereby amended by substituting the following sentence for the last sentence therein:

"After all Units have been delivered and accepted hereunder, and after all Interim Trust Certificates (as defined in the Equipment Trust Agreement) have been refunded, a supplement to Schedule I shall be prepared designating each Unit then subject to this Lease as a Group A, B, C, D or E Unit, as the case may be."

(d) Section 2 is hereby amended by substituting for subclauses (b) and (c) of the first paragraph thereof the following:

"(b) for each Group A, B, C, or D Unit subject to this Lease the first 20 semi-annual payments shall each be in an amount equal to the basic lease payment factor therefor set forth in Schedule IV multiplied by the Cost of such Unit and the next such 10 semi-annual payments shall each be in an amount equal to the basic lease payment factor therefor set forth in Schedule IV multiplied by the Cost of such Unit, and (c) for each Group E Unit subject to this Lease all 30 semi-annual payments shall be in an amount equal to the basic lease payment factor therefor set forth in Schedule IV multiplied by the Cost of such Unit."

(e) Section 18(b) is hereby amended by substituting therefor the following provision:

"(b) The Lessee agrees to pay to the Lessor on the Business Day next preceding October 1, 1973, interest at the rate of 7-7/8% per annum on the proceeds of the 1988 Trust Certificates from the respective Closing Dates under the Purchase Agreement (as defined in the Equipment Trust Agreement) until the earlier of October 1, 1973 and the respective dates such proceeds are applied under Section 3.02 of the Equipment Trust Agreement."

(f) Schedules I and IV to the Lease are hereby amended by substituting therefor Schedule I and II attached hereto, respectively.

(g) Schedule V to the Lease is hereby amended by adding the information set forth in Schedule III attached hereto.

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.

TRUST COMPANY FOR USL, INC.,

Attest:

by

Bm Maushardt
Vice President

Joanne L. Miller
Assistant Secretary

CANADIAN NATIONAL RAILWAY COMPANY,

Attest:

by

Vice President

Assistant Secretary

INTER NATIONAL BANK OF MIAMI, Trustee,

Attest:

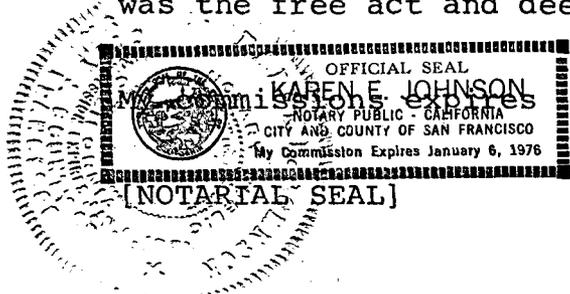
by

Executive Vice President

Vice President & Trust Officer

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

On this *28th* day of *September*, 1973, before me personally appeared *Ben Bruschetta*, to me personally known, who, being by me duly sworn, says that he is *President* of TRUST COMPANY FOR USL, INC., 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.



Karen E. Johnson
Notary Public

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

On this _____ day of _____, 1973, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is the _____ 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.

Commissioner for Oaths

SCHEDULE I - LEASE NO. 1

Group A and Group C and Group E Units*

<u>Quantity</u>	<u>Type</u>	<u>Identifying Numbers (both inclusive)</u>
350	52'6" 100-ton fixed end gondola cars	CN137000 to 137349
47	89'4" double hitch flat cars	CN682050 to 682096
100	50'6" cushioned under-frame box cars	CN407000 to 407099

Group B and Group D and Group E Units*

30	2000 H.P.M.-420 Diesel Locomotives	CN2500 to 2529
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* Group A and Group B Units delivered after June 30, 1973, but on or prior to August 31, 1973, become Group C and Group D Units, respectively, and Group A, Group B, Group C and Group D Units delivered after August 31, 1973, but on or prior to March 1, 1974, become Group E Units.

SCHEDULE II - LEASE NO. 1

	<u>Percentage of Cost* of Group A Units</u>	<u>Percentage of Cost* of Group B Units</u>	<u>Percentage of Cost* of Group C Units</u>	<u>Percentage of Cost* of Group D Units</u>	<u>Percentage of Cost* of Group E Units</u>
Daily Lease Payment Factor	.02816%	.0284%	.028434%	.028683%	.021687%
Basic Lease Payment Factor					
For first 20 semiannual payments	4.7061%	4.7061%	4.7061%	4.7061%	
For next 10 semiannual payments	6.200%	6.390%	6.4233%	6.6225%	
For all 30 semiannual payments					5.6085%

* As defined in the Equipment Trust Agreement.

SCHEDULE III-- LEASE NO. 1

<u>Rental Payment Date No.</u>	<u>Percentage of Cost* of Group E Units</u>
Interim	101.500
1	108.250
2	108.250
3	108.375
4	108.125
5	107.750
6	107.000
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12	96.750
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14	91.250
15	88.125
16	84.750
17	81.125
18	77.375
19	73.375
20	69.250
21	64.750
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23	55.625
24	50.750
25	45.750
26	40.750
27	35.625
28	30.500
29	25.625
30	19.750

THEREAFTER the lesser of 15.000% or the Fair Market Value (as defined in Section 19 of the Lease) thereof.

AMENDMENT dated as of September 15, 1973, between TRUST COMPANY FOR USL, INC. (hereinafter sometimes called the Company or the Lessor), as Owner-Trustee, CANADIAN NATIONAL RAILWAY COMPANY (hereinafter called the Lessee) and INTER NATIONAL BANK OF MIAMI, as Trustee (hereinafter called the Trustee).

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

WHEREAS the Lessor and the Lessee have entered into a Lease of Equipment No. 1 dated as of April 1, 1973 (hereinafter called the Lease), such Lease having been assigned to the Trustee pursuant to an Assignment of Lease and Agreement No. 1 dated as of April 1, 1973, between the Lessor and the Trustee (hereinafter called the Assignment);

WHEREAS the parties hereto now desire to amend the Lease and the Equipment Trust Agreement; and

WHEREAS the Trustee has given its prior written consent to this amendment as it pertains to the Lease as required by Paragraph 10 of the Assignment;

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) Section 1.01 is hereby amended by substituting in the definition of Cut-Off Date the date "March 1, 1974," and in the definition of Final Trust Certificate the date "April 1, 1974", for "October 1, 1973";

(b) Section 2.01 is hereby amended by substituting the date "April 1, 1974" for "October 1, 1973" in the first line of the last paragraph thereof.

(c) Section 3.01 is hereby amended by substituting the date "March 1, 1974", for "October 1, 1973", in the eighth line of the first paragraph thereof.

(d) Section 4.04(3)(a) is hereby amended by substituting therefor the following provision:

"(a) on the Cut-Off Date, an amount equal to interest at the rate of 7-7/8% per annum on the 1988 Trust Certificates on the amount, if any, prepaid to the holders of the Trust Certificates on said date from October 1, 1973, to the Cut-Off Date."

2. The Lease is hereby amended as follows:

(a) The second Whereas clause is hereby replaced with the following:

"WHEREAS, the Lessor has entered into Equipment Trust Agreement No. 1 dated as of April 1, 1973 (hereinafter called the Equipment Trust Agreement) with Inter National Bank of Miami (hereinafter called the Trustee),

under which the Lessor has agreed to cause each Manufacturer to sell, assign and transfer to the Trustee title to all such Units (as hereinafter defined) of railroad equipment delivered, accepted and settled for on or prior to March 1, 1974 under each Manufacturing Agreement and under which such title to the Units will be reserved to the Trustee until the Lessor fulfills its obligations under the Equipment Trust Agreement (such units described in Schedule I hereto which are delivered on or prior to June 30, 1973, being hereinafter called the Group A Units (if not locomotives) or Group B Units (if locomotives) and such Units which are delivered after June 30, 1973, but prior to August 31, 1973, being hereinafter called the Group C Units (if not locomotives) or Group D Units (if locomotives) and such Units which are delivered after August 31, 1973, and on or prior to March 1, 1974, being hereinafter called the Group E Units and all such Units being hereinafter collectively called the Units), and under which the Trustee has agreed to lease all the Units to the Lessor."

(b) The third Whereas clause is hereby amended by substituting the date "March 1, 1974" for "October 1, 1973", in the third line thereof.

(c) Section 1 is hereby amended by substituting the following sentence for the last sentence therein:

"After all Units have been delivered and accepted hereunder, and after all Interim Trust Certificates (as defined in the Equipment Trust Agreement) have been refunded, a supplement to Schedule I shall be prepared designating each Unit then subject to this Lease as a Group A, B, C, D or E Unit, as the case may be."

(d) Section 2 is hereby amended by substituting for subclauses (b) and (c) of the first paragraph thereof the following:

"(b) for each Group A, B, C, or D Unit subject to this Lease the first 20 semi-annual payments shall each be in an amount equal to the basic lease payment factor therefor set forth in Schedule IV multiplied by the Cost of such Unit and the next such 10 semi-annual payments shall each be in an amount equal to the basic lease payment factor therefor set forth in Schedule IV multiplied by the Cost of such Unit, and (c) for each Group E Unit subject to this Lease all 30 semi-annual payments shall be in an amount equal to the basic lease payment factor therefor set forth in Schedule IV multiplied by the Cost of such Unit."

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"(b) The Lessee agrees to pay to the Lessor on the Business Day next preceding October 1, 1973, interest at the rate of 7-7/8% per annum on the proceeds of the 1988 Trust Certificates from the respective Closing Dates under the Purchase Agreement (as defined in the Equipment Trust Agreement) until the earlier of October 1, 1973 and the respective dates such proceeds are applied under Section 3.02 of the Equipment Trust Agreement."

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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.

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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.

TRUST COMPANY FOR USL, INC.,

Attest:

by

Vice President

Assistant Secretary

CANADIAN NATIONAL RAILWAY COMPANY,

Attest:

by

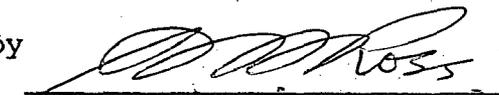
Vice President

Assistant Secretary

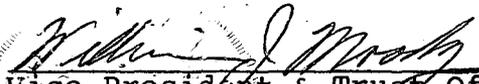
INTER NATIONAL BANK OF MIAMI, Trustee,

Attest:

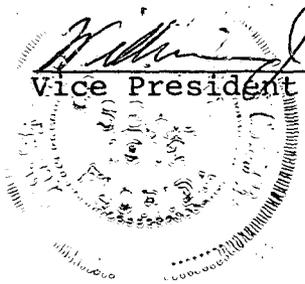
by



Executive Vice President



Vice President & Trust Officer



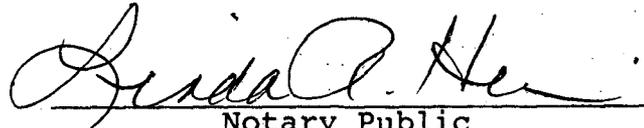
STATE OF FLORIDA,)
) ss.:
COUNTY OF DADE,)

On this 28th day of September, 1973, before me personally appeared

D. O. Ross to me personally known, who, being by me duly sworn, says that he is a Executive Vice President of Inter National Bank of Miami, 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 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, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES MAY 27, 1974
BONDED THROUGH FRED W. DIESTELHORST


Notary Public

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

On this day of , 1973, before me personally appeared
to me personally known, who, being by me duly sworn, says that he is of TRUST COMPANY FOR USL, INC., 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.

My commissions expires

Notary Public

[NOTARIAL SEAL]

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

On this day of , 1973, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is the 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.

Commissioner for Oaths

SCHEDULE I - LEASE NO. 1

Group A and Group C and Group E Units*

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30	2000 H.P.M.-420 Diesel Locomotives	CN2500 to 2529
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* Group A and Group B Units delivered after June 30, 1973, but on or prior to August 31, 1973, become Group C and Group D Units, respectively, and Group A, Group B, Group C and Group D Units delivered after August 31, 1973, but on or prior to March 1, 1974, become Group E Units.

SCHEDULE II - LEASE NO. 1

	<u>Percentage of Cost* of Group A Units</u>	<u>Percentage of Cost* of Group B Units</u>	<u>Percentage of Cost* of Group C Units</u>	<u>Percentage of Cost* of Group D Units</u>	<u>Percentage of Cost* of Group E Units</u>
Daily Lease Payment Factor	.02816%	.0284%	.028434%	.028683%	.021687%
Basic Lease Payment Factor					
For first 20 semiannual payments	4.7061%	4.7061%	4.7061%	4.7061%	
For next 10 semiannual payments	6.200%	6.390%	6.4233%	6.6225%	
For all 30 semiannual payments					5.6085%

* As defined in the Equipment Trust Agreement.

AMENDMENT dated as of September 15, 1973, among NATIONAL STEEL CAR CORPORATION, LIMITED (hereinafter called the Manufacturer), TRUST COMPANY FOR USL, INC., as Owner-Trustee (hereinafter called the Company), and CANADIAN NATIONAL RAILWAY COMPANY (hereinafter called the Lessee).

WHEREAS the Manufacturer, the Company and the Lessee have entered into a Manufacturing Agreement No. 1 dated as of April 1, 1973 (hereinafter called the Manufacturing Agreement);

WHEREAS the Manufacturer, the Company and the Lessee desire to amend the Manufacturing Agreement for the purpose of extending the date for acceptance, delivery and settlement for the Equipment (as defined therein) to March 1, 1974;

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

1. Article 2 is hereby amended by substituting the date "March 1, 1974" for "October 1, 1973" in the third line of the fourth paragraph thereof.

2. Article 3 is hereby amended by substituting the

date "March 1, 1974" for "October 1, 1973" in the second line of the fourth paragraph thereof.

3. Schedule II is hereby amended by substituting the phrase "June 1973-March 1974" for the ones set forth under the column for "Date and Place of Delivery".

4. Except as amended hereby the Manufacturing Agreement shall remain unaltered and in full force and effect.

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 hereto.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this Amendment to be duly executed as of the date first above written.

NATIONAL STEEL CAR CORPORATION,
LIMITED,

by _____

[Corporate Seal]

Attest:

Secretary

CANADIAN NATIONAL RAILWAY
COMPANY,

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

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

by

Vice President

[Corporate Seal]

Attest:

Secretary

PROVINCE OF ONTARIO,)
) ss.:
JUDICIAL DISTRICT OF WENTWORTH,)

On this day of 1973, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of NATIONAL STEEL CAR CORPORATION, LIMITED, 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.

Commissioner for Oaths

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

On this day of 1973, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is of TRUST COMPANY FOR USL, INC., 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

[NOTARIAL SEAL]

My commission expires

AMENDMENT dated as of September 15, 1973, among MLW INDUSTRIES, a Division of MLW Worthington, Limited (hereinafter called the Manufacturer), TRUST COMPANY FOR USL, INC., as Owner-Trustee (hereinafter called the Company), and CANADIAN NATIONAL RAILWAY COMPANY (hereinafter called the Lessee).

WHEREAS the Manufacturer, the Company and the Lessee have entered into a Manufacturing Agreement No. 2 dated as of April 1, 1973 (hereinafter called the Manufacturing Agreement);

WHEREAS the Manufacturer, the Company and the Lessee desire to amend the Manufacturing Agreement for the purpose of extending the date for acceptance, delivery and settlement for the Equipment (as defined therein) to March 1, 1974;

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

1. Article 2 is hereby amended by substituting the date "March 1, 1974" for "October 1, 1973" in the third line of the fourth paragraph thereof.

2. Article 3 is hereby amended by substituting the

date "March 1, 1974" for "October 1, 1973" in the second line of the fourth paragraph thereof.

3. Schedule II is hereby amended by substituting the phrase "June-October 1973" for the one set forth under the column for "Date and Place of Delivery".

4. Except as amended hereby the Manufacturing Agreement shall remain unaltered and in full force and effect.

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 hereto.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this Amendment to be duly executed as of the date first above written.

MLW INDUSTRIES, a Division of
MLW Worthington, Limited,

by

Vice President

[Corporate Seal]

Attest:

Secretary

CANADIAN NATIONAL RAILWAY
COMPANY,

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

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

by

Vice President

[Corporate Seal]

Attest:

Secretary

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

On this day of 1973, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of MLW INDUSTRIES, a Division of MLW Worthington, Limited, 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.

Commissioner for Oaths

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

On this day of 1973, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is of TRUST COMPANY FOR USL, INC., 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

[NOTARIAL SEAL]

My commission expires

