

7300-C

CHARTER NO. _____
APR 8 1974 - 10 20 AM
INTERSTATE COMMERCE COMMISSION

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

WHEREAS the Trustee and the Company desire to change the Percentage of Debt (as defined in the Equipment Trust Agreement) from 75.5% to 77.5%;

WHEREAS the holder of the outstanding Trust Certificate (as defined in the Equipment Trust Agreement) has consented to the Trustee's entering into this Amendment;

WHEREAS the Company and the Lessee have entered into a Lease of Equipment dated as of January 1, 1974 (hereinafter called the Lease);

WHEREAS the Company and the Lessee now desire to amend the Lease to change the rental and casualty value schedules; 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 by substituting in Section 1.01 thereof the number 77.5% for the number 75.5% appearing in the definition of "Percentage of Debt" contained therein.

2. The Lease is hereby amended by substituting for Schedules II and III thereto the schedules annexed 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, and be hereunto affixed as of the day and

year first above written.

THE FIRST SECURITY BANK OF
UTAH, N. A.,

[CORPORATE SEAL]

by

Elmer D. Tucker
Authorized Officer

Attest:

J. R. [Signature]
Authorized Officer

INTER NATIONAL BANK OF MIAMI,
as Trustee,

by

Authorized Officer

[CORPORATE SEAL]

Attest:

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 7th day of March, 1974, before me personally appeared Elmer D. Tuck, 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.

Neal C. Jackson
.....
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

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

WHEREAS the Trustee and the Company desire to change the Percentage of Debt (as defined in the Equipment Trust Agreement) from 75.5% to 77.5%;

WHEREAS the holder of the outstanding Trust Certificate (as defined in the Equipment Trust Agreement) has consented to the Trustee's entering into this Amendment;

WHEREAS the Company and the Lessee have entered into a Lease of Equipment dated as of January 1, 1974 (hereinafter called the Lease);

WHEREAS the Company and the Lessee now desire to amend the Lease to change the rental and casualty value schedules; 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 by substituting in Section 1.01 thereof the number 77.5% for the number 75.5% appearing in the definition of "Percentage of Debt" contained therein.

2. The Lease is hereby amended by substituting for Schedules II and III thereto the schedules annexed 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, and be hereunto affixed as of the day and



year first above written.

THE FIRST SECURITY BANK OF
UTAH, N. A.,

[CORPORATE SEAL]

by

Authorized Officer

Attest:

Authorized Officer

INTER NATIONAL BANK OF MIAMI,
as Trustee,

by

Authorized Officer

[CORPORATE SEAL]

Attest:

Authorized Officer

CANADIAN NATIONAL
RAILWAY COMPANY,

by

W. H. Bailey
Vice President

[CORPORATE SEAL]

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

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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
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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 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.

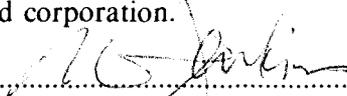
.....
Notary Public

My commission expires

[NOTARIAL SEAL]

PROVINCE OF QUEBEC }
CITY OF MONTREAL } ss.:

On this 8th day of March, 1974, before me personally appeared W. H. Bailey, to me personally known, who, being by me duly sworn, says that he is a Vice President of CANADIAN NATIONAL RAILWAY COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


.....
Commissioner for Oaths

R. G. Jenkins,

Commissioner for Oaths

Commissionary & Instrumentation

District - Montreal

Expires June 1, 1977

AMENDMENT dated as of March 1, 1974, between FIRST SECURITY BANK OF UTAH, N. A. (hereinafter called the Company), INTER NATIONAL BANK OF MIAMI, as Trustee (hereinafter called the Trustee) and CANADIAN NATIONAL RAILWAY COMPANY (hereinafter called the Lessee).

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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, and be hereunto affixed as of the day and

year first above written.

THE FIRST SECURITY BANK OF
UTAH, N. A.,

[CORPORATE SEAL]

by

Authorized Officer

Attest:

Authorized Officer

INTER NATIONAL BANK OF MIAMI,
as Trustee,

by

William J. Moody

Authorized Officer

[CORPORATE SEAL]

Attest:

[Signature]

Authorized Officer

CANADIAN NATIONAL
RAILWAY COMPANY,

by

Vice President

[CORPORATE SEAL]

Attest:

Secretary

SCHEDULE II

	Percentage of Cost* of Units
Daily Lease Rate.....	.02361%
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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 7 day of MARCH, 1974, before me personally appeared William S. Meedy 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.

Amy L. Goodie
.....
Notary Public

My commission expires _____

[NOTARIAL SEAL]

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 19, 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