

7829-✓

RECORDATION NO. .... Filed & Recorded

JUN 29 1976 4 45 PM

~~INTERSTATE COMMERCE COMMISSION~~

AMENDMENT AGREEMENT dated as of JUNE 15,  
1976, among FIRST SECURITY BANK OF UTAH,  
NATIONAL ASSOCIATION, as Trustee (hereinafter  
called the Lessor), under a Trust Agreement  
dated as of June 1, 1974 (hereinafter called  
the Trust Agreement), NATIONAL RAILROAD PASSEN-  
GER CORPORATION (hereinafter called the Les-  
see), and FEDERAL FINANCING BANK (hereinafter  
called the Assignee).

WHEREAS the Lessor and the Lessee have entered into  
five Equipment Leases dated as of June 1, 1974 (the Original  
Leases);

WHEREAS the Lessor and BANK OF AMERICA NATIONAL TRUST  
AND SAVINGS ASSOCIATION (hereinafter called the Original  
Assignee) have entered into an Assignment of Lease and Agree-  
ment dated as of June 1, 1974 (hereinafter called the Original  
Assignment), with respect to the Original Leases;

WHEREAS the Original Leases and the Original Assign-  
ment were filed and recorded with the Interstate Commerce  
Commission pursuant to Section 20c of the Interstate Commerce  
Act on February 10, 1975, at 3:25 p.m., and were assigned  
recordation numbers 7829-B through F, and 7829-G respectively.

WHEREAS the Original Leases and the Original Assignment have been amended in certain respects, including the substitution of the Assignee for the Original Assignee as a party to the Original Assignment (the Original Leases and Assignments, as amended and supplemented to the date hereof, being hereinafter called the Leases and the Assignment, respectively); and

WHEREAS the parties hereto now desire to amend further the Leases and the Assignment in certain respects.

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

1. Schedules A of the Leases No. 1, 2, 3, and 5 are amended by substituting therefor the Schedules A attached hereto.

2. The caption to Section 25.1 of each of the Leases and the phrase "If on or before July 14, 1976" appearing immediately thereafter is amended to read

"25.1. Purchase on or before January 31, 1977. If on or before January 14, 1977:"

3. Each and every reference in Section 25.1 of each of the Leases to the date "July 31, 1976" is hereby amended to read "January 31, 1977".

4. Each and every reference in Section 25.1 of each of the Leases to the date "July 14, 1976" is hereby amended to read "January 14, 1977".

5. The second sentence of Section 1.1 of Lease No. 5

is amended to read as follows:

Upon settlement for each Item of Equipment by the Lessee under the Conditional Sale Agreement, the Lessee, prior to placing such Item of Equipment in service, is selling such Item of Equipment to the Lessor in its capacity as Trustee for the Trustor with respect to a separate and distinct Subtrust, subject to the provisions of the Conditional Sale Agreement, pursuant to the Sale and Lease Back Agreement dated as of June 1, 1974, between the Lessor and the Lessee (the "Sale and Lease Back Agreement").

6. Section 1.3 of Lease No. 5 is amended to read as follows:

1.3. Certificate of Acceptance. The Lessee's execution and delivery to the Lessor of a Bill of Sale with respect to each Item of Equipment shall conclusively establish that, as between the Lessor and the Lessee, but without limiting or otherwise affecting the Lessee's rights, if any, against the Manufacturer, such Item of Equipment is acceptable to and accepted by the Lessee under this Lease, notwithstanding any defect with respect to design, manufacture, condition or in any other respect. The Lessee's execution and delivery to the Lessor of a Certificate of Acceptance with respect to each Item of Equipment shall conclusively establish that, as between the Lessor and Lessee, but without otherwise affecting the Lessee's rights, if any, against the Manufacturer, such Item of Equipment is in good order and condition and appears to conform to the specifications applicable thereto and all applicable United States Department of Transportation and Interstate Commerce Commission requirements and specifications, if any. The execution of a Certificate of Acceptance with respect to an Item of Equipment shall constitute representation by the Lessee that it has no knowledge of any such defect in such Item of Equipment.

7. Section 11.1 of Lease No. 5 is amended to read as follows:

11.1. Duty of Lessee to Notify Lessor. In the event

that:

(a) any Item of Equipment shall be or become lost, stolen, destroyed or, in the opinion of the Lessee, irreparably damaged, or shall be requisitioned or taken over by any governmental authority or the power of eminent domain or otherwise during the term of this Lease; or

(b) the Lessee shall not, on or prior to December 31, 1976, have executed and delivered to the Lessor a Certificate of Acceptance with respect to any Item of Equipment and, on or prior to December 31, 1976, placed in revenue service such Item of Equipment.

(any such occurrence, except for any requisition which does not exceed the remaining term of this Lease in respect of such Item, being hereinafter called a Casualty Occurrence), the Lessee shall within 30 days after it has knowledge of such Casualty Occurrence notify the Lessor in writing in regard thereto and, where applicable, specify the date such Item of Equipment was first placed in revenue service. Lessee's failure to execute and deliver a Certificate of Acceptance with respect to an Item of Equipment and to notify Lessor that it has placed such Item in revenue service prior to December 31, 1976 shall constitute such notification with respect to a Casualty Occurrence as described in subparagraph (b) above.

8. The first sentence of Section 11.5 of Lease No. 5 is amended to read as follows:

11.5 Casualty Value. The Casualty Value of each Item of Equipment shall be an amount determined as of the date the Casualty Value is paid to the Lessor under Section 11.2 hereof (and not the date of the Casualty Occurrence) equal to that percentage of the Acquisition Cost of such Item of Equipment as set forth in the Casualty Value Schedule attached hereto as Schedule C and as provided in the last sentence of this Section 11.5, less in the case of a Casualty Occurrence as set forth in subparagraph (b) of Section 11.1, the amount of the unpaid Conditional Sale Indebtedness (as defined in Article 3 of the Conditional Sale Agreement) with respect to such Item of Equipment, plus accrued interest thereon, if any.

amended to read as follows:

(f) Each Item of Equipment will constitute "new section 38 property" within the meaning of Section 48(b) of the Code (as defined in Section 15 hereof); at the time of delivery of the Equipment to the Lessor under the Sale and Lease Back Agreement, the Equipment shall not have been placed in service by the Lessee and no person will have claimed any investment credit or amortization or depreciation deductions with respect thereto; no Item of Equipment will be placed in service prior to the execution and delivery to the Lessor of a Certificate of Acceptance with respect to such Item; and each Item of Equipment will be placed in revenue service on or before December 31, 1976.

10. Schedules B, C, D, and E of Lease No. 5 are amended by substituting therefor the Schedules B, C, D, and E attached hereto.

11. Lease No. 1 is amended by (a) substituting for Schedule B thereof the Schedule B attached hereto; and (b) adding thereto Schedules CC, DD, and EE, which shall apply to that Item of Equipment having Railroad No. 964, in the same manner as Schedules C, D and E apply to the remaining Items of Equipment leased thereunder.

12. The Assignment is hereby amended to permit the aforesaid amendments to each of the Leases as though originally set forth therein.

13. Each and every reference in the Leases and the Assignment to the Trust Agreement, the Guaranty Agreement, the Other Leases, the Conditional Sale Agreement, the Agreement and Assignment and the Sale and Lease Back Agreement shall be deemed to refer to such documents as amended to the date hereof.

14. Except as amended hereby, each of the Leases and the Assignment shall remain unaltered and in full force and effect.

15. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Section 10.1 of each of the Leases.

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.

FIRST SECURITY BANK OF UTAH,  
NATIONAL ASSOCIATION, as Trustee,

by

[Corporate Seal]

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

Attest:

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

NATIONAL RAILROAD PASSENGER  
CORPORATION,

by

[Corporate Seal]

Attest:

\_\_\_\_\_  
Secretary

FEDERAL FINANCING BANK,

by

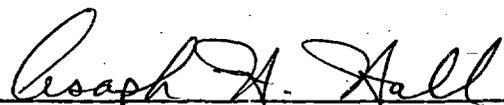
[Corporate Seal]

Attest:

\_\_\_\_\_  
Secretary

Approval of the Administrator

The Federal Railroad Administrator on behalf of the Secretary of Transportation of the United States of America does hereby approve the foregoing Amendment Agreement in accordance with Section 26.13 of each of the Equipment Leases dated as of June 1, 1974, between First Security Bank of Utah, National Association, as Trustee, and National Railroad Passenger Corporation and related documents.

  
\_\_\_\_\_  
Federal Railroad Administrator

Attest:

  
\_\_\_\_\_  
Counsel, FRA

DISTRICT OF COLUMBIA, ) ss.:

On this 29<sup>th</sup> day of June, 1976, before me personally appeared *Asaph H Hall*, to me personally known, who, being by me duly sworn, said that he is the Federal Railroad Administrator, that the foregoing instrument was signed by him by authority duly delegated to him by the Secretary of Transportation; and he acknowledged that the execution of the foregoing instrument was his free act and deed as the Federal Railroad Administrator.

*Richard J. [Signature]*  
Notary Public

[Notarial Seal]

My Commission expires

My Commission Expires September 30, 1980



DISTRICT OF COLUMBIA, ) ss.:

On this            day of            1976, before me personally appeared            , to me personally known, who, being by me duly sworn, said that he is Vice President-Finance of NATIONAL RAILROAD PASSENGER CORPORATION, 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.

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Notary Public

[Notarial Seal]

My Commission expires



**SCHEDULE A**

**TO LEASE NO. 1  
(Michigan National)  
DESCRIPTION OF EQUIPMENT†**

<u>Type</u>	<u>Quantity</u>	<u>Manufacturer's Specifications</u>	<u>Place of Acceptance</u>	<u>R.R. Nos.</u>	<u>Unit Price*</u>	<u>Total Price</u>
6,000 H.P. Electric Locomotives Model E60 C.P.....	3	Builder's Specification Number GE 5141 and Proposition T29-60786 dated 9/16/73, Lessee's Request for Quotation W9354-01 dated 12/19/72 and Purchase Order WWJ 3079-002 dated 3/20/73 and supplements thereto.	Wilmington, Delaware	952 955 957	\$732,856.33	\$2,198,568.99
6,000 H.P. Electric Locomotives Model E60 C.P.....	3	Builder's Specification Number GE 5141 and Proposition T29-03011 dated 9/19/73, Lessee's Request for Quotation X-WEJ-254-01 dated 9/11/73 and Purchase Order WWJ 3284-002 dated 10/11/73 and supplements there- to.	Wilmington, Delaware	970,974 975	\$717,746.00	\$2,153,238.00

<u>Type</u>	<u>Quantity</u>	<u>Manufacturer's Specifications</u>	<u>Place of Acceptance</u>	<u>R.R. Nos.</u>	<u>Unit Price*</u>	<u>Total Price</u>
6,000 H.P. Electric Locomotives Model E60 C.P.....	1	Builder's Specification Number GE 5141 and Proposition T29-60786 dated 9/16/73, Lessee's Request for Quotation W9354-01 dated 12/19/72 and Purchase Order WWJ 3079-002 dated 3/20/73 and supplements thereto. and P.O. #WJH-5156-040	Wilmington, Delaware	964	\$909,756.33	\$909,756.33

† The term "Item of Equipment" as used in this Lease shall mean a locomotive described above, including the signal equipment installed therein.

\* Exclusive of fuel and freight.

**SCHEDULE A**

**TO LEASE NO. 2  
(Natrail Equity)**

**DESCRIPTION OF EQUIPMENT†**

<u>Type</u>	<u>Quantity</u>	<u>Manufacturer's Specifications</u>	<u>Place of Acceptance</u>	<u>R.R. Nos.</u>	<u>Unit Price*</u>	<u>Total Price</u>
6,000 H.P. Electric Locomotives Model E60 C.P.....	2	Builder's Specification Number GE 5141 and Proposition T29-60786 dated 9/16/73, Lessee's Request for Quotation W9354-01 dated 12/19/72 and Purchase Order WWJ 3079-002 dated 3/20/73 and supplements thereto.	Wilmington, Delaware	953 954	\$732,856.33	\$1,465,712.66
6,000 H.P. Electric Locomotives Model E60 C.P.....	3	Builder's Specification Number GE 5141 and Proposition T29-03011 dated 9/19/73, Lessee's Request for Quotation X-WEJ-254-01 dated 9/11/73 and Purchase Order WWJ 3284-002 dated 10/11/73 and supplements thereto.	Wilmington, Delaware	971-973	\$717,746.00	\$2,153,238.00

† The term "Item of Equipment" as used in this Lease shall mean a locomotive described above, including the signal equipment installed therein.

\* Exclusive of fuel and freight.

**SCHEDULE A**

**TO LEASE NO. 3  
(South Carolina National)  
DESCRIPTION OF EQUIPMENT†**

<u>Type</u>	<u>Quantity</u>	<u>Manufacturer's Specifications</u>	<u>Place of Acceptance</u>	<u>R.R. Nos.</u>	<u>Unit Price*</u>	<u>Total Price</u>
6,000 H.P. Electric Locomotives Model E60 C.P.	1	Builder's Specification Number GE 5141 and Proposition T29-60786 dated 9/16/73, Lessee's Request for Quotation W9354-01 dated 12/19/72 and Purchase Order WWJ 3079-002 dated 3/20/73 and supplements thereto.	Wilmington, Delaware	950	\$732,856.33	\$732,856.33
6,000 H.P. Electric Locomotives Model E60 C.P.	5	Builder's Specification Number GE 5141 and Proposition T29-03011 dated 9/19/73, Lessee's Request for Quotation X-WEJ-254-01 dated 9/11/73 and Purchase Order WWJ 3284-002 dated 10/11/73 and supplements thereto.	Wilmington, Delaware	965-969	\$717,746.00	\$3,588,730.00

† The term "Item of Equipment" as used in this Lease shall mean a locomotive described above, including the signal equipment installed therein.

\* Exclusive of fuel and freight.

**SCHEDULE A**

**TO LEASE NO. 5  
(Northwestern National)  
DESCRIPTION OF EQUIPMENT†**

<u>Type</u>	<u>Quantity</u>	<u>Manufacturer's Specifications</u>	<u>Place of Acceptance</u>	<u>R.R. Nos.</u>	<u>Unit Price</u>
6,000 H.P. Electric Locomotives Model E41C P	7	Builder's Specification Number GE 5141 and Proposition T29-60736 dated 9/16/73, Lessee's Request for Quotation W9354-01 dated 12/19/72 and Purchase Order WWJ 3079-002 dated 3/20/73 and supplements thereto and P.O. #WJH-5156-040	Wilmington, Delaware	951, 956, 958, 960-963	\$909,756.33 \$6,368,294.31

† The term "Item of Equipment" as used in this Lease shall mean a locomotive described above, including the signal equipment installed therein.

• Exclusive of fuel and freight.

SCHEDULE B (To Lease No. 1)

(SUBTRUST C)

( MICHIGAN NATIONAL BANK OF DETROIT)

<u>Unit #</u>	<u>Long-Term Debt Rate</u>	<u>Basic Lease Rate Factor</u>
#952-955-957	8.125%	4.79978%
970-974-975		
#964	8.125%	4.89317%

SCHEDULE CC  
TO LEASE NO. 1  
(SUBTRUST C)

(MICHIGAN NATIONAL BANK OF DETROIT)

SCHEDULE OF CASUALTY VALUE  
UNIT #964

<u>If Casualty Occurrence Is During Semiannual Period Ending On Periodic Rent Payment Date</u>	<u>Casualty Value Payable Per Item</u>
1.....	86.2984
2.....	87.1346
3.....	87.5053
4.....	87.4952
5.....	87.0654
6.....	86.2762
7.....	85.0828
8.....	83.5356
9.....	81.6031
10.....	79.3259
11.....	76.8074
12.....	74.2030
13.....	71.5091
14.....	68.7221
15.....	65.8383
16.....	62.8538
17.....	59.7643
18.....	56.5658
19.....	53.2537
20.....	49.8234
21.....	46.2702
22.....	42.5891
23.....	38.7843
24.....	34.9476
25.....	31.3061
26.....	27.8353
27.....	24.6415
28.....	21.6978
29.....	18.5091
30.....	15.0000

SCHEDULE DD  
TO LEASE NO. 1  
SCHEDULE OF MAXIMUM PURCHASE PRICE  
(SUBTRUST C - MICHIGAN NATIONAL

BANK OF DETROIT - UNIT #964 )

1.....	106.6605
2.....	107.2471
3.....	107.4135
4.....	107.2348
5.....	106.6768
6.....	105.7929
7.....	104.5437
8.....	102.9736
9.....	101.0552
10.....	98.8243
11.....	96.3167
12.....	93.7123
13.....	91.0184
14.....	88.2314
15.....	85.3476
16.....	82.3631
17.....	79.2736
18.....	76.0751
19.....	72.7630
20.....	69.3327
21.....	65.7795
22.....	62.0984
23.....	58.3083
24.....	54.5515
25.....	50.9734
26.....	47.5468
27.....	44.3697
28.....	41.4179
29.....	38.2159
30.....	34.6936

SCHEDULE EE  
TO LEASE NO. 1  
ADDITIONAL INFORMATION

Name of Trustor:

Michigan National Bank of Detroit  
For Unit #964

Increase in Casualty Value

Anniversary of  
Date Placed In  
Revenue Service

Percentage of  
Acquisition  
Price

Third  
Fifth  
Seventh

19.6936%  
13.1290  
6.5645

SCHEDULE B (To Lease No. 5)

( SUBTRUST E)

(NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS)

Long-Term  
Debt Rate

8.125%

Basic Rate  
Rate Factor

4.89317%

SCHEDULE C  
TO LEASE NO. 5  
(SUBTRUST E)

(NORTHWEST NATIONAL BANK OF MINNEAPOLIS)  
SCHEDULE OF CASUALTY VALUE

<u>If Casualty Occurrence Is</u> <u>During Semiannual Period</u> <u>Ending On Periodic Rent</u> <u>Payment Date</u>	<u>Casualty Value</u> <u>Payable Per Item</u>
1.....	86.2421
2.....	87.1034
3.....	87.4937
4.....	87.4987
5.....	87.0788
6.....	86.2951
7.....	85.1021
8.....	83.5506
9.....	81.6087
10.....	79.3173
11.....	76.7988
12.....	74.1944
13.....	71.5005
14.....	68.7136
15.....	65.8298
16.....	62.8452
17.....	59.7558
18.....	56.5572
19.....	53.2451
20.....	49.8149
21.....	46.2617
22.....	42.5806
23.....	38.7737
24.....	34.9321
25.....	31.2834
26.....	27.8097
27.....	24.6186
28.....	21.6833
29.....	18.5026
30.....	15.0000

SCHEDULE D  
TO LEASE NO. 5  
SCHEDULE OF MAXIMUM PURCHASE PRICE

SUBTRUST E  
NORTHWESTERN NATIONAL BANK OF DETROIT

1.....	106.9632
2.....	107.8245
3.....	108.2148
4.....	108.2198
5.....	107.7999
6.....	107.0162
7.....	105.8232
8.....	104.2717
9.....	102.3298
10.....	100.0384
11.....	97.5199
12.....	94.9155
13.....	92.2216
14.....	89.4347
15.....	86.5509
16.....	83.5663
17.....	80.4769
18.....	77.2783
19.....	73.9662
20.....	70.5360
21.....	66.9828
22.....	63.3017
23.....	59.4948
24.....	55.6532
25.....	52.0045
26.....	48.5308
27.....	45.3397
28.....	42.4044
29.....	39.2237
30.....	35.7211

And Thereafter

SCHEDULE E  
TO LEASE NO. 5  
ADDITIONAL INFORMATION

Name of Trustor:

Northwestern National Bank of Minneapolis

Increase in Casualty Value

<u>Anniversary of Date Placed In Revenue Service</u>	<u>Percentage of Acquisition Price</u>
Third	20.7211
Fifth	13.8141
Seventh	6.9070

AMENDMENT AGREEMENT dated as of June 15, 1976, among FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, as Trustee (hereinafter called the Lessor), under a Trust Agreement dated as of June 1, 1974 (hereinafter called the Trust Agreement), NATIONAL RAILROAD PASSENGER CORPORATION (hereinafter called the Lessee), and FEDERAL FINANCING BANK (hereinafter called the Assignee).

WHEREAS the Lessor and the Lessee have entered into five Equipment Leases dated as of June 1, 1974 (the Original Leases);

WHEREAS the Lessor and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION (hereinafter called the Original Assignee) have entered into an Assignment of Lease and Agreement dated as of June 1, 1974 (hereinafter called the Original Assignment), with respect to the Original Leases;

WHEREAS the Original Leases and the Original Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on February 10, 1975, at 3:25 p.m., and were assigned recordation numbers 7829-B through F, and 7829-G respectively.

WHEREAS the Original Leases and the Original Assignment have been amended in certain respects, including the substitution of the Assignee for the Original Assignee as a party to the Original Assignment (the Original Leases and Assignments, as amended and supplemented to the date hereof, being hereinafter called the Leases and the Assignment, respectively); and

WHEREAS the parties hereto now desire to amend further the Leases and the Assignment in certain respects.

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

1. Schedules A of the Leases No. 1, 2, 3, and 5 are amended by substituting therefor the Schedules A attached hereto.

2. The caption to Section 25.1 of each of the Leases and the phrase "If on or before July 14, 1976" appearing immediately thereafter is amended to read

"25.1. Purchase on or before January 31, 1977. If on or before January 14, 1977:"

3. Each and every reference in Section 25.1 of each of the Leases to the date "July 31, 1976" is hereby amended to read "January 31, 1977".

4. Each and every reference in Section 25.1 of each of the Leases to the date "July 14, 1976" is hereby amended to read "January 14, 1977".

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is amended to read as follows:

Upon settlement for each Item of Equipment by the Lessee under the Conditional Sale Agreement, the Lessee, prior to placing such Item of Equipment in service, is selling such Item of Equipment to the Lessor in its capacity as Trustee for the Trustor with respect to a separate and distinct Subtrust, subject to the provisions of the Conditional Sale Agreement, pursuant to the Sale and Lease Back Agreement dated as of June 1, 1974, between the Lessor and the Lessee (the "Sale and Lease Back Agreement").

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(b) the Lessee shall not, on or prior to December 31, 1976, have executed and delivered to the Lessor a Certificate of Acceptance with respect to any Item of Equipment and, on or prior to December 31, 1976, placed in revenue service such Item of Equipment.

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8. The first sentence of Section 11.5 of Lease No. 5 is amended to read as follows:

11.5 Casualty Value. The Casualty Value of each Item of Equipment shall be an amount determined as of the date the Casualty Value is paid to the Lessor under Section 11.2 hereof (and not the date of the Casualty Occurrence) equal to that percentage of the Acquisition Cost of such Item of Equipment as set forth in the Casualty Value Schedule attached hereto as Schedule C and as provided in the last sentence of this Section 11.5, less in the case of a Casualty Occurrence as set forth in subparagraph (b) of Section 11.1, the amount of the unpaid Conditional Sale Indebtedness (as defined in Article 3 of the Conditional Sale Agreement) with respect to such Item of Equipment, plus accrued interest thereon, if any.

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(f) Each Item of Equipment will constitute "new section 38 property" within the meaning of Section 48(b) of the Code (as defined in Section 15 hereof); at the time of delivery of the Equipment to the Lessor under the Sale and Lease Back Agreement, the Equipment will not have been placed in service by the Lessee and no person will have claimed any investment credit or amortization or depreciation deductions with respect thereto; no Item of Equipment will be placed in service prior to the execution and delivery to the Lessor of a Certificate of Acceptance with respect to such Item; and each Item of Equipment will be placed in revenue service on or before December 31, 1976.

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14. Except as amended hereby, each of the Leases and the Assignment shall remain unaltered and in full force and effect.

15. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Section 10.1 of each of the Leases.

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.

FIRST SECURITY BANK OF UTAH,  
NATIONAL ASSOCIATION, as Trustee,

by

[Corporate Seal]

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

Attest:

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

NATIONAL RAILROAD PASSENGER  
CORPORATION,

by

[Corporate Seal]

Attest:

\_\_\_\_\_  
Secretary

FEDERAL FINANCING BANK,

by

[Corporate Seal]

Attest:

  
\_\_\_\_\_  
Secretary

by   
\_\_\_\_\_

Approval of the Administrator

The Federal Railroad Administrator on behalf of the Secretary of Transportation of the United States of America does hereby approve the foregoing Amendment Agreement in accordance with Section 26.13 of each of the Equipment Leases dated as of June 1, 1974, between First Security Bank of Utah, National Association, as Trustee, and National Railroad Passenger Corporation and related documents.

Federal Railroad Administrator

Attest:

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DISTRICT OF COLUMBIA, ) ss.:

On this            day of June, 1976, before me personally appeared           , to me personally known, who, being by me duly sworn, said that he is the Federal Railroad Administrator, that the foregoing instrument was signed by him by authority duly delegated to him by the Secretary of Transportation; and he acknowledged that the execution of the foregoing instrument was his free act and deed as the Federal Railroad Administrator.

---

Notary Public

[Notarial Seal]

My Commission expires



DISTRICT OF COLUMBIA, ) ss.:

On this            day of            1976, before me personally appeared           , to me personally known, who, being by me duly sworn, said that he is Vice President-Finance of NATIONAL RAILROAD PASSENGER CORPORATION, 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.

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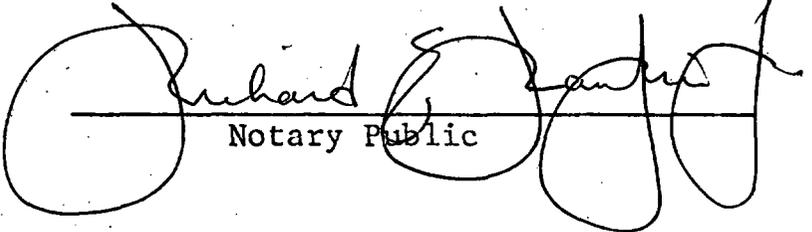
Notary Public

[Notarial Seal]

My Commission expires

DISTRICT OF COLUMBIA, ) ss.:

On this 29<sup>th</sup> day of June, 1976, before me personally appeared Robert A. Gerard, to me personally known, who, being by me duly sworn, said that he is Vice President of FEDERAL FINANCING BANK, that one of the seals affixed to the foregoing instrument is the seal of said bank, that said instrument was signed and sealed on behalf of said bank 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 bank.

  
Notary Public

[Notarial Seal]

My Commission expires

My Commission Expires September 30, 1980

**SCHEDULE A**

**TO LEASE NO. 1  
(Michigan National)  
DESCRIPTION OF EQUIPMENT†**

<u>Type</u>	<u>Quantity</u>	<u>Manufacturer's Specifications</u>	<u>Place of Acceptance</u>	<u>R.R. Nos.</u>	<u>Unit Price*</u>	<u>Total Price</u>
6,000 H.P. Electric Locomotives Model E60 C.P.	3	Builder's Specification Number GE 5141 and Proposition T29-60786 dated 9/16/73, Lessee's Request for Quotation W9354-01 dated 12/19/72 and Purchase Order WWJ 3079-002 dated 3/20/73 and supplements thereto.	Wilmington, Delaware	952 955 957	\$732,856.33	\$2,198,568.99
6,000 H.P. Electric Locomotives Model E60 C.P.	3	Builder's Specification Number GE 5141 and Proposition T29-03011 dated 9/19/73, Lessee's Request for Quotation X-WEJ-254-01 dated 9/11/73 and Purchase Order WWJ 3284-002 dated 10/11/73 and supplements thereto.	Wilmington, Delaware	970,974 975	\$717,746.00	\$2,153,238.00

<u>Type</u>	<u>Quantity</u>	<u>Manufacturer's Specifications</u>	<u>Place of Acceptance</u>	<u>R.R. Nos.</u>	<u>Unit Price*</u>	<u>Total Price</u>
6,000 H.P. Electric Locomotives Model E60 C.P.	1	Builder's Specification Number GE 5141 and Proposition T29-60786 dated 9/16/73, Lessee's Request for Quotation W9354-01 dated 12/19/72 and Purchase Order WWJ 3079-002 dated 3/20/73 and supplements thereto; and P.O. #WJH-5156-040	Wilmington, Delaware	964	\$909,756.33	\$909,756.33

† The term "Item of Equipment" as used in this Lease shall mean a locomotive described above, including the signal equipment installed therein.

\* Exclusive of fuel and freight.

**SCHEDULE A**

**TO LEASE NO. 2  
(Natrail Equity)**

**DESCRIPTION OF EQUIPMENT†**

<u>Type</u>	<u>Quantity</u>	<u>Manufacturer's Specifications</u>	<u>Place of Acceptance</u>	<u>R.R. Nos.</u>	<u>Unit Price*</u>	<u>Total Price</u>
6,000 H.P. Electric Locomotives Model E60 C.P.....	2	Builder's Specification Number GE S141 and Proposition T29-60786 dated 9/16/73, Lessee's Request for Quotation W9354-01 dated 12/19/72 and Purchase Order WWJ 3079-002 dated 3/20/73 and supplements thereto.	Wilmington, Delaware	953 954	\$732,856.33	\$1,465,712.66
6,000 H.P. Electric Locomotives Model E60 C.P.....	3	Builder's Specification Number GE S141 and Proposition T29-03011 dated 9/19/73, Lessee's Request for Quotation X-WEJ-254-01 dated 9/11/73 and Purchase Or- der WWJ 3284-002 dated 10/11/73 and supplements there- to.	Wilmington, Delaware	971-973	\$717,746.00	\$2,153,238.00

† The term "Item of Equipment" as used in this Lease shall mean a locomotive described above, including the signal equipment installed therein.

\* Exclusive of fuel and freight.

**SCHEDULE A**

**TO LEASE NO. 3  
(South Carolina National)  
DESCRIPTION OF EQUIPMENT†**

<u>Type</u>	<u>Quantity</u>	<u>Manufacturer's Specifications</u>	<u>Place of Acceptance</u>	<u>R.R. Nos.</u>	<u>Unit Price*</u>	<u>Total Price</u>
6,000 H.P. Electric Locomotives Model E60 C.P.....	1	Builder's Specification Number GE 5141 and Proposition T29-60786 dated 9/16/73, Lessee's Request for Quotation W9354-01 dated 12/19/72 and Purchase Order WWJ 3079-002 dated 3/20/73 and supplements thereto.	Wilmington, Delaware	950	\$732,856.33	\$732,856.33
6,000 H.P. Electric Locomotives Model E60 C.P.....	5	Builder's Specification Number GE 5141 and Proposition T29-03011 dated 9/19/73, Lessee's Request for Quotation X-WEJ-254-01 dated 9/11/73 and Purchase Order WWJ 3284-002 dated 10/11/73 and supplements thereto.	Wilmington, Delaware	965-969	\$717,746.00	\$3,588,730.00

† The term "Item of Equipment" as used in this Lease shall mean a locomotive described above, including the signal equipment installed therein.

\* Exclusive of fuel and freight.

SCHEDULE B (To Lease No. 1)

(SUBTRUST C)

( MICHIGAN NATIONAL BANK OF DETROIT)

<u>Unit #</u>	<u>Long-Term Debt Rate</u>	<u>Basic Lease Rate Factor</u>
#952-955-957	8.125%	4.79978%
970-974-975		
#964	8.125%	4.89317%

SCHEDULE CC  
TO LEASE NO. 1  
(SUBTRUST C)

(MICHIGAN NATIONAL BANK OF DETROIT)

SCHEDULE OF CASUALTY VALUE  
UNIT #964

If Casualty Occurrence Is  
During Semiannual Period  
Ending On Periodic Rent  
Payment Date

Casualty Value  
Payable Per Item

1.....	86.2984
2.....	87.1346
3.....	87.5053
4.....	87.4952
5.....	87.0654
6.....	86.2762
7.....	85.0828
8.....	83.5356
9.....	81.6031
10.....	79.3259
11.....	76.8074
12.....	74.2030
13.....	71.5091
14.....	68.7221
15.....	65.8383
16.....	62.8538
17.....	59.7643
18.....	56.5658
19.....	53.2537
20.....	49.8234
21.....	46.2702
22.....	42.5891
23.....	38.7843
24.....	34.9476
25.....	31.3061
26.....	27.8353
27.....	24.6415
28.....	21.6978
29.....	18.5091
30.....	15.0000

SCHEDULE DD  
TO LEASE NO. 1  
SCHEDULE OF MAXIMUM PURCHASE PRICE  
(SUBTRUST C - MICHIGAN NATIONAL

BANK OF DETROIT - UNIT #964 )

1.....	106.6605
2.....	107.2471
3.....	107.4135
4.....	107.2348
5.....	106.6768
6.....	105.7929
7.....	104.5437
8.....	102.9736
9.....	101.0552
10.....	98.8243
11.....	96.3167
12.....	93.7123
13.....	91.0184
14.....	88.2314
15.....	85.3476
16.....	82.3631
17.....	79.2736
18.....	76.0751
19.....	72.7630
20.....	69.3327
21.....	65.7795
22.....	62.0984
23.....	58.3083
24.....	54.5515
25.....	50.9734
26.....	47.5468
27.....	44.3697
28.....	41.4179
29.....	38.2159
30.....	34.6936

SCHEDULE EE  
TO LEASE NO. 1  
ADDITIONAL INFORMATION

Name of Trustor:

Michigan National Bank of Detroit  
For Unit #964

Increase in Casualty Value

Anniversary of  
Date Placed In  
Revenue Service

Percentage of  
Acquisition  
Price

Third  
Fifth  
Seventh

19.6936%  
13.1290  
6.5645

SCHEDULE B (To Lease No. 5)

( SUBTRUST E )

( NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS )

Long-Term  
Debt Rate

8.125%

Basic Rate  
Rate Factor

4.89317%

SCHEDULE C  
TO LEASE NO. 5  
(SUBTRUST E)

(NORTHWEST NATIONAL BANK OF MINNEAPOLIS)  
SCHEDULE OF CASUALTY VALUE

If Casualty Occurrence Is  
During Semiannual Period  
Ending On Periodic Rent  
Payment Date

Casualty Value  
Payable Per Item

1.....	86.2421
2.....	87.1034
3.....	87.4937
4.....	87.4987
5.....	87.0788
6.....	86.2951
7.....	85.1021
8.....	83.5506
9.....	81.6087
10.....	79.3173
11.....	76.7988
12.....	74.1944
13.....	71.5005
14.....	68.7136
15.....	65.8298
16.....	62.8452
17.....	59.7558
18.....	56.5572
19.....	53.2451
20.....	49.8149
21.....	46.2617
22.....	42.5806
23.....	38.7737
24.....	34.9321
25.....	31.2834
26.....	27.8097
27.....	24.6186
28.....	21.6833
29.....	18.5026
30.....	15.0000

SCHEDULE D  
TO LEASE NO. 5  
SCHEDULE OF MAXIMUM PURCHASE PRICE

SUBTRUST E  
NORTHWESTERN NATIONAL BANK OF DETROIT

1.....	106.9632
2.....	107.8245
3.....	108.2148
4.....	108.2198
5.....	107.7999
6.....	107.0162
7.....	105.8232
8.....	104.2717
9.....	102.3298
10.....	100.0384
11.....	97.5199
12.....	94.9155
13.....	92.2216
14.....	89.4347
15.....	86.5509
16.....	83.5663
17.....	80.4769
18.....	77.2783
19.....	73.9662
20.....	70.5360
21.....	66.9828
22.....	63.3017
23.....	59.4948
24.....	55.6532
25.....	52.0045
26.....	48.5308
27.....	45.3397
28.....	42.4044
29.....	39.2237
30.....	35.7211

And Thereafter

SCHEDULE E  
TO LEASE NO. 5  
ADDITIONAL INFORMATION

Name of Trustor:

Northwestern National Bank of Minneapolis

Increase in Casualty Value

<u>Anniversary of Date Placed In Revenue Service</u>	<u>Percentage of Acquisition Price</u>
Third	20.7211
Fifth	13.8141
Seventh	6.9070

AMENDMENT AGREEMENT dated as of June 15, 1976, among FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, as Trustee (hereinafter called the Lessor), under a Trust Agreement dated as of June 1, 1974 (hereinafter called the Trust Agreement), NATIONAL RAILROAD PASSENGER CORPORATION (hereinafter called the Lessee), and FEDERAL FINANCING BANK (hereinafter called the Assignee).

WHEREAS the Lessor and the Lessee have entered into five Equipment Leases dated as of June 1, 1974 (the Original Leases);

WHEREAS the Lessor and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION (hereinafter called the Original Assignee) have entered into an Assignment of Lease and Agreement dated as of June 1, 1974 (hereinafter called the Original Assignment), with respect to the Original Leases;

WHEREAS the Original Leases and the Original Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on February 10, 1975, at 3:25 p.m., and were assigned recordation numbers 7829-B through F, and 7829-G respectively.

WHEREAS the Original Leases and the Original Assignment have been amended in certain respects, including the substitution of the Assignee for the Original Assignee as a party to the Original Assignment (the Original Leases and the Original Assignments, as amended and supplemented to the date hereof, being hereinafter called the Leases and the Assignment, respectively); and

WHEREAS the parties hereto now desire to amend further the Leases and the Assignment in certain respects.

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

1. Schedules A of the Leases No. 1, 2, 3, and 5 are amended by substituting therefor the Schedules A attached hereto.

2. The caption to Section 25.1 of each of the Leases and the phrase "If on or before July 14, 1976" appearing immediately thereafter is amended to read

"25.1. Purchase on or before January 31, 1977. If on or before January 14, 1977:"

3. Each and every reference in Section 25.1 of each of the Leases to the date "July 31, 1976" is hereby amended to read "January 31, 1977".

4. Each and every reference in Section 25.1 of each of the Leases to the date "July 14, 1976" is hereby amended to read "January 14, 1977".

5. The second sentence of Section 1.1 of Lease No. 5

is amended to read as follows:

Upon settlement for each Item of Equipment by the Lessee under the Conditional Sale Agreement, the Lessee, prior to placing such Item of Equipment in service, is selling such Item of Equipment to the Lessor in its capacity as Trustee for the Trustor with respect to a separate and distinct Subtrust, subject to the provisions of the Conditional Sale Agreement, pursuant to the Sale and Lease Back Agreement dated as of June 1, 1974, between the Lessor and the Lessee (the "Sale and Lease Back Agreement").

6. Section 1.3 of Lease No. 5 is amended to read as follows:

1.3. Certificate of Acceptance. The Lessee's execution and delivery to the Lessor of a Bill of Sale with respect to each Item of Equipment shall conclusively establish that, as between the Lessor and the Lessee, but without limiting or otherwise affecting the Lessee's rights, if any, against the Manufacturer, such Item of Equipment is acceptable to and accepted by the Lessee under this Lease, notwithstanding any defect with respect to design, manufacture, condition or in any other respect. The Lessee's execution and delivery to the Lessor of a Certificate of Acceptance with respect to each Item of Equipment shall conclusively establish that, as between the Lessor and Lessee, but without otherwise affecting the Lessee's rights, if any, against the Manufacturer, such Item of Equipment is in good order and condition and appears to conform to the specifications applicable thereto and all applicable United States Department of Transportation and Interstate Commerce Commission requirements and specifications, if any. The execution of a Certificate of Acceptance with respect to an Item of Equipment shall constitute representation by the Lessee that it has no knowledge of any such defect in such Item of Equipment.

7. Section 11.1 of Lease No. 5 is amended to read as follows:

11.1. Duty of Lessee to Notify Lessor. In the event

that:

(a) any Item of Equipment shall be or become lost, stolen, destroyed or, in the opinion of the Lessee, irreparably damaged, or shall be requisitioned or taken over by any governmental authority under the power of eminent domain or otherwise during the term of this Lease; or

(b) the Lessee shall not, on or prior to December 31, 1976, have executed and delivered to the Lessor a Certificate of Acceptance with respect to any Item of Equipment and, on or prior to December 31, 1976, placed in revenue service such Item of Equipment.

(any such occurrence, except for any requisition which does not exceed the remaining term of this Lease in respect of such Item, being hereinafter called a Casualty Occurrence), the Lessee shall within 30 days after it has knowledge of such Casualty Occurrence notify the Lessor in writing in regard thereto and, where applicable, specify the date such Item of Equipment was first placed in revenue service. Lessee's failure to execute and deliver a Certificate of Acceptance with respect to an Item of Equipment and to notify Lessor that it has placed such Item in revenue service prior to December 31, 1976 shall constitute such notification with respect to a Casualty Occurrence as described in subparagraph (b) above.

8. The first sentence of Section 11.5 of Lease No. 5 is amended to read as follows:

11.5 Casualty Value. The Casualty Value of each Item of Equipment shall be an amount determined as of the date the Casualty Value is paid to the Lessor under Section 11.2 hereof (and not the date of the Casualty Occurrence) equal to that percentage of the Acquisition Cost of such Item of Equipment as set forth in the Casualty Value Schedule attached hereto as Schedule C and as provided in the last sentence of this Section 11.5, less in the case of a Casualty Occurrence as set forth in subparagraph (b) of Section 11.1, the amount of the unpaid Conditional Sale Indebtedness (as defined in Article 3 of the Conditional Sale Agreement) with respect to such Item of Equipment, plus accrued interest thereon, if any.

amended to read as follows:

(f) Each Item of Equipment will constitute "new section 38 property" within the meaning of Section 48(b) of the Code (as defined in Section 15 hereof); at the time of delivery of the Equipment to the Lessor under the Sale and Lease Back Agreement, the Equipment will not have been placed in service by the Lessee and no person will have claimed any investment credit or amortization or depreciation deductions with respect thereto; no Item of Equipment will be placed in service prior to the execution and delivery to the Lessor of a Certificate of Acceptance with respect to such Item; and each Item of Equipment will be placed in revenue service on or before December 31, 1976.

10. Schedules B, C, D, and E of Lease No. 5 are amended by substituting therefor the Schedules B, C, D, and E attached hereto.

11. Lease No. 1 is amended by (a) substituting for Schedule B thereof the Schedule B attached hereto; and (b) adding thereto Schedules CC, DD, and EE, which shall apply to that Item of Equipment having Railroad No. 964, in the same manner as Schedules C, D and E apply to the remaining Items of Equipment leased thereunder.

12. The Assignment is hereby amended to permit the aforesaid amendments to each of the Leases as though originally set forth therein.

13. Each and every reference in the Leases and the Assignment to the Trust Agreement, the Guaranty Agreement, the Other Leases, the Conditional Sale Agreement, the Agreement and Assignment and the Sale and Lease Back Agreement shall be deemed to refer to such documents as amended to the date hereof.

14. Except as amended hereby, each of the Leases and the Assignment shall remain unaltered and in full force and effect.

15. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Section 10.1 of each of the Leases.

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.

FIRST SECURITY BANK OF UTAH,  
NATIONAL ASSOCIATION, as Trustee,

by

[Corporate Seal]

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

Attest:

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

NATIONAL RAILROAD PASSENGER  
CORPORATION,

by

[Corporate Seal]

*Don A. Gray*  
\_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

FEDERAL FINANCING BANK,

[Corporate Seal]

by \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

Approval of the Administrator

The Federal Railroad Administrator on behalf of the Secretary of Transportation of the United States of America does hereby approve the foregoing Amendment Agreement in accordance with Section 26.13 of each of the Equipment Leases dated as of June 1, 1974, between First Security Bank of Utah, National Association, as Trustee, and National Railroad Passenger Corporation and related documents.

\_\_\_\_\_  
Federal Railroad Administrator

Attest:

\_\_\_\_\_

DISTRICT OF COLUMBIA, ) ss.:

On this            day of June, 1976, before me personally appeared           , to me personally known, who, being by me duly sworn, said that he is the Federal Railroad Administrator, that the foregoing instrument was signed by him by authority duly delegated to him by the Secretary of Transportation; and he acknowledged that the execution of the foregoing instrument was his free act and deed as the Federal Railroad Administrator.

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Notary Public

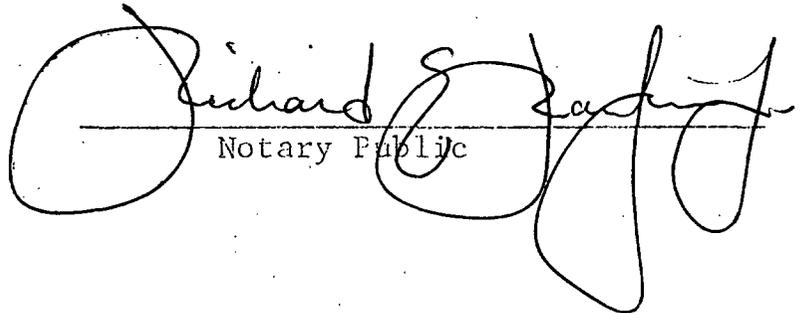
[Notarial Seal]

My Commission expires



DISTRICT OF COLUMBIA, ) ss.:

On this 29<sup>TH</sup> day of JUNE 1976, before me personally appeared DON R. BRAZIER, to me personally known, who, being by me duly sworn, said that he is Vice President-Finance of NATIONAL RAILROAD PASSENGER CORPORATION, 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

My Commission Expires September 30, 1980

DISTRICT OF COLUMBIA, )  
) )

On this \_\_\_\_\_ day of June, 1976, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, said that he is \_\_\_\_\_ of FEDERAL FINANCING BANK, that one of the seals affixed to the foregoing instrument is the seal of said bank, that said instrument was signed and sealed on behalf of said bank 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 bank.

\_\_\_\_\_  
Notary Public

[Notarial Seal]

My Commission expires \_\_\_\_\_

**SCHEDULE A**

**TO LEASE NO. 1  
(Michigan National)  
DESCRIPTION OF EQUIPMENT†**

<u>Type</u>	<u>Quantity</u>	<u>Manufacturer's Specifications</u>	<u>Place of Acceptance</u>	<u>R.R. Nos.</u>	<u>Unit Price*</u>	<u>Total Price</u>
6,000 H.P. Electric Locomotives Model E60 C.P.	3	Builder's Specification Number GE 5141 and Proposition T29-00745 dated 9/16/73, Lessee's Request for Quotation W9354-01 dated 12/19/72 and Purchase Order WWJ 3079-002 dated 3/20/73 and supplements thereto.	Wilmington, Delaware	952 955 957	\$732,856.33	\$2,198,568.99
6,000 H.P. Electric Locomotives Model E60 C.P.	3	Builder's Specification Number GE 5141 and Proposition T29-03011 dated 9/19/73, Lessee's Request for Quotation X-WEJ-254-01 dated 9/11/73 and Purchase Order WWJ 3224-002 dated 10/11/73 and supplements thereto.	Wilmington, Delaware	970,974 975	\$717,746.00	\$2,153,238.00

<u>Type</u>	<u>Quantity</u>	<u>Manufacturer's Specifications</u>	<u>Place of Acceptance</u>	<u>R.R. Nos.</u>	<u>Unit Price*</u>	<u>Total Price</u>
6,000 H.P. Electric Locomotives Model E60 C.P.	1	Builder's Specification Number GE 5141 and Proposition T29-00736 dated 9/16/73, Lessee's Request for Quotation W9354-01 dated 12/19/72 and Purchase Order WWJ 3079-002 dated 3/20/73 and supplements thereto, and P.O. #WJH-5156-040	Wilmington, Delaware	964	\$909,756.33	\$909,756.33

† The term "Item of Equipment" as used in this Lease shall mean a locomotive described above, including the signal equipment installed therein.

\* Exclusive of fuel and freight.

SCHEDULE A

TO LEASE NO. 2  
(Natrail Equity)

DESCRIPTION OF EQUIPMENT†

Type	Quantity	Manufacturer's Specifications	Place of Acceptance	R.R. Nos.	Unit Price*	Total Price
6,000 H.P. Electric Locomotives Model E60 C.P.	2	Builder's Specification Number GE 5141 and Proposition T29-04786 dated 9/16/73, Lessee's Request for Quotation W9354-01 dated 12/15/73 and Purchase Order W/WJ 3079-002 dated 3/20/73 and supplements thereto.	Wilmington, Delaware	953 954	\$732,856.33	\$1,465,712.66
6,000 H.P. Electric Locomotives Model E60 C.P.	3	Builder's Specification Number GE 5141 and Proposition T29-05011 dated 9/19/73, Lessee's Request for Quotation X-WFJ-254-01 dated 9/11/73 and Purchase Order W/WJ 3284-002 dated 10/11/73 and supplements thereto.	Wilmington, Delaware	971-973	\$717,746.00	\$2,153,238.00

† The term "Item of Equipment" as used in this Lease shall mean a locomotive described above, including the signal equipment installed therein.

\* Exclusive of fuel and freight.

**SCHEDULE A**

**TO LEASE NO. 3**

**(South Carolina National)  
DESCRIPTION OF EQUIPMENT†**

<u>Type</u>	<u>Quantity</u>	<u>Manufacturer's Specifications</u>	<u>Place of Acceptance</u>	<u>P.R. No.</u>	<u>Unit Price*</u>	<u>Total Price</u>
6,000 H.P. Electric Locomotives Model E60 C.P.	1	Builder's Specification Number GE 5141 and Proposition T29-60786 dated 9/16/73, Lessee's Request for Quotation W9354-01 dated 12/19/72 and Purchase Order WWJ 3079-002 dated 3/20/73 and supplements thereto.	Wilmington, Delaware	950	\$732,856.33	\$732,856.33
6,000 H.P. Electric Locomotives Model E60 C.P.	5	Builder's Specification Number GE 5141 and Proposition T29-93011 dated 9/19/73, Lessee's Request for Quotation X-WJE-254-61 dated 9/11/73 and Purchase Order WWJ 3284-002 dated 10/11/73 and supplements thereto.	Wilmington, Delaware	965-959	\$717,746.00	\$3,588,730.00

† The term "Item of Equipment" as used in this Lease shall mean a locomotive described above, including the signal equipment installed therein.

\* Exclusive of fuel and freight.

SCHEDULE A

TO LEASE NO. 5  
(Northwestern National)  
DESCRIPTION OF EQUIPMENT†

<u>Type</u>	<u>Quantity</u>	<u>Manufacturer's Specifications</u>	<u>Place of Acceptance</u>	<u>R.R. No.</u>	<u>Unit Price*</u>	<u>Total Price</u>
6,000 H.P. Electric Locomotives Model B50C P.....	7	Builder's Specification Number GE 5141 and Proposition T29-60736 dated 9/16/73, Lessee's Request for Quotation W9334-01 dated 12/19/72 and Purchase Order WVF 3079-002 dated 3/20/73 and supplements thereto, and P.O. #WJH-5156-040	Wilmington, Delaware	951, 956, 958, 960-963	\$909,756.33	\$ 6,368,294.31

† The term "Item of Equipment" as used in this Lease shall mean a locomotive described above, including the signal equipment installed therein.

\* Exclusive of fuel and freight.

SCHEDULE B (To Lease No. 1)

(MICHIGAN NATIONAL BANK OF DETROIT)

<u>Unit #</u>	<u>Long-Term Debt Rate</u>	<u>Basic Lease Rate Factor</u>
#952-955-957	8.125%	4.79978%
970-974-975		
#964	8.125%	4.89317%

SCHEDULE CC  
TO LEASE NO. 1  
(SUBTRUST C)

(MICHIGAN NATIONAL BANK OF DETROIT)

SCHEDULE OF CASUALTY VALUE  
UNIT #964

<u>If Casualty Occurrence Is</u> <u>During Semiannual Period</u> <u>Ending On Periodic Rent</u> <u>Payment Date</u>	<u>Casualty Value</u> <u>Payable Per Item</u>
1.....	86.2984
2.....	87.1346
3.....	87.5053
4.....	87.4952
5.....	87.0654
6.....	86.2762
7.....	85.0828
8.....	83.5356
9.....	81.6031
10.....	79.3259
11.....	76.8074
12.....	74.2030
13.....	71.5091
14.....	68.7221
15.....	65.8283
16.....	62.8538
17.....	59.7643
18.....	56.5658
19.....	53.2537
20.....	49.8234
21.....	46.2702
22.....	42.5891
23.....	38.7843
24.....	34.9476
25.....	31.3061
26.....	27.8353
27.....	24.6415
28.....	21.6978
29.....	18.5091
30.....	15.0000

SCHEDULE DD  
TO LEASE NO. I

(SUBTRUST C - MICHIGAN NATIONAL

BANK OF DETROIT - UNIT #964 )

1.....	106.6605
2.....	107.2471
3.....	107.4135
4.....	107.2348
5.....	106.6768
6.....	105.7929
7.....	104.5437
8.....	102.9736
9.....	101.0552
10.....	98.8243
11.....	96.3167
12.....	93.7123
13.....	91.0184
14.....	88.2314
15.....	85.3476
16.....	82.3631
17.....	79.2736
18.....	76.0751
19.....	72.7630
20.....	69.3327
21.....	65.7795
22.....	62.0984
23.....	58.3083
24.....	54.5515
25.....	50.9734
26.....	47.5468
27.....	44.3697
28.....	41.4179
29.....	38.2159
30.....	34.6936

SCHEDULE EE  
TO LEASE NO. 1  
ADDITIONAL INFORMATION

Name of Trustor:

Michigan National Bank of Detroit  
For Unit #964

Increase in Casualty Value

<u>Anniversary of Date Placed In Revenue Service</u>	<u>Percentage of Acquisition Price</u>
Third	19.6936%
Fifth	13.1290
Seventh	6.5645

SCHEDULE B (To Lease No. 5)

( SUBTRUST E )

( NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS )

Long-Term  
Debt Rate

8.125%

Basic Rate  
Rate Factor

4.89317%

SCHEDULE C  
TO LEASE NO. 5  
(SUBTRACT E)

(NORTHWEST NATIONAL BANK OF MINNEAPOLIS)  
SCHEDULE OF CASUALTY VALUE

If Casualty Occurrence Is  
During Semiannual Period  
Ending On Periodic Rent  
Payment Date

Casualty Value  
Payable Per Item

1.....	86.2421
2.....	87.1034
3.....	87.4937
4.....	87.4987
5.....	87.0788
6.....	86.2951
7.....	85.1021
8.....	83.5506
9.....	81.6087
10.....	79.3173
11.....	76.7988
12.....	74.1944
13.....	71.5005
14.....	68.7136
15.....	65.8298
16.....	62.8452
17.....	59.7558
18.....	56.5572
19.....	53.2451
20.....	49.8149
21.....	46.2617
22.....	42.5806
23.....	38.7737
24.....	34.9321
25.....	31.2834
26.....	27.8097
27.....	24.6186
28.....	21.6833
29.....	18.5026
30.....	15.0000

SCHEDULE  
TO LEASE NO. 5

SCHEDULE OF MAXIMUM PURCHASE PRICE

SUBTRUST E  
NORTHWESTERN NATIONAL BANK OF DETROIT

1.....	106.9632
2.....	107.8245
3.....	108.2148
4.....	108.2198
5.....	107.7999
6.....	107.0162
7.....	105.8232
8.....	104.2717
9.....	102.3298
10.....	100.0384
11.....	97.5199
12.....	94.9155
13.....	92.2216
14.....	89.4347
15.....	86.5509
16.....	83.5663
17.....	80.4769
18.....	77.2783
19.....	73.9662
20.....	70.5360
21.....	66.9828
22.....	63.3017
23.....	59.4948
24.....	55.6532
25.....	52.0045
26.....	48.5308
27.....	45.3397
28.....	42.4044
29.....	39.2237
30.....	35.7211

And Thereafter

SCHEDULE E  
TO LEASE NO. 5  
ADDITIONAL INFORMATION

Name of Trustor:

Northwestern National Bank of Minneapolis

Increase in Casualty Value

<u>Anniversary of Date Placed In Revenue Service</u>	<u>Percentage of Acquisition Price</u>
Third	20.7211
Fifth	13.8141
Seventh	6.9070

AMENDMENT AGREEMENT dated as of June 15, 1976, among FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, as Trustee (hereinafter called the Lessor), under a Trust Agreement dated as of June 1, 1974 (hereinafter called the Trust Agreement), NATIONAL RAILROAD PASSENGER CORPORATION (hereinafter called the Lessee), and FEDERAL FINANCING BANK (hereinafter called the Assignee).

WHEREAS the Lessor and the Lessee have entered into five Equipment Leases dated as of June 1, 1974 (the Original Leases);

WHEREAS the Lessor and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION (hereinafter called the Original Assignee) have entered into an Assignment of Lease and Agreement dated as of June 1, 1974 (hereinafter called the Original Assignment), with respect to the Original Leases;

WHEREAS the Original Leases and the Original Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on February 10, 1975, at 3:25 p.m., and were assigned recordation numbers 7829-B through F, and 7829-G respectively.

WHEREAS the Original Leases and the Original Assignment have been amended in certain respects, including the substitution of the Assignee for the Original Assignee as a party to the Original Assignment (the Original Leases and the Original Assignments, as amended and supplemented to the date hereof, being hereinafter called the Leases and the Assignment, respectively); and

WHEREAS the parties hereto now desire to amend further the Leases and the Assignment in certain respects.

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

1. Schedules A of the Leases No. 1, 2, 3, and 5 are amended by substituting therefor the Schedules A attached hereto.

2. The caption to Section 25.1 of each of the Leases and the phrase "If on or before July 14, 1976" appearing immediately thereafter is amended to read

"25.1. Purchase on or before January 31, 1977. If on or before January 14, 1977:"

3. Each and every reference in Section 25.1 of each of the Leases to the date "July 31, 1976" is hereby amended to read "January 31, 1977".

4. Each and every reference in Section 25.1 of each of the Leases to the date "July 14, 1976" is hereby amended to read "January 14, 1977".

5. The second sentence of Section 1.1 of Lease No. 5

is amended to read as follows:

Upon settlement for each Item of Equipment by the Lessee under the Conditional Sale Agreement, the Lessee, prior to placing such Item of Equipment in service, is selling such Item of Equipment to the Lessor in its capacity as Trustee for the Trustor with respect to a separate and distinct Subtrust, subject to the provisions of the Conditional Sale Agreement, pursuant to the Sale and Lease Back Agreement dated as of June 1, 1974, between the Lessor and the Lessee (the "Sale and Lease Back Agreement").

6. Section 1.3 of Lease No. 5 is amended to read as follows:

1.3. Certificate of Acceptance. The Lessee's execution and delivery to the Lessor of a Bill of Sale with respect to each Item of Equipment shall conclusively establish that, as between the Lessor and the Lessee, but without limiting or otherwise affecting the Lessee's rights, if any, against the Manufacturer, such Item of Equipment is acceptable to and accepted by the Lessee under this Lease, notwithstanding any defect with respect to design, manufacture, condition or in any other respect. The Lessee's execution and delivery to the Lessor of a Certificate of Acceptance with respect to each Item of Equipment shall conclusively establish that, as between the Lessor and Lessee, but without otherwise affecting the Lessee's rights, if any, against the Manufacturer, such Item of Equipment is in good order and condition and appears to conform to the specifications applicable thereto and all applicable United States Department of Transportation and Interstate Commerce Commission requirements and specifications, if any. The execution of a Certificate of Acceptance with respect to an Item of Equipment shall constitute representation by the Lessee that it has no knowledge of any such defect in such Item of Equipment.

7. Section 11.1 of Lease No. 5 is amended to read as follows:

11.1. Duty of Lessee to Notify Lessor. In the event

that:

(a) any Item of Equipment shall be or become lost, stolen, destroyed or, in the opinion of the Lessee, irreparably damaged, or shall be requisitioned or taken over by any governmental authority under the power of eminent domain or otherwise during the term of this Lease; or

(b) the Lessee shall not, on or prior to December 31, 1976, have executed and delivered to the Lessor a Certificate of Acceptance with respect to any Item of Equipment and, on or prior to December 31, 1976, placed in revenue service such Item of Equipment.

(any such occurrence, except for any requisition which does not exceed the remaining term of this Lease in respect of such Item, being hereinafter called a Casualty Occurrence), the Lessee shall within 30 days after it has knowledge of such Casualty Occurrence notify the Lessor in writing in regard thereto and, where applicable, specify the date such Item of Equipment was first placed in revenue service. Lessee's failure to execute and deliver a Certificate of Acceptance with respect to an Item of Equipment and to notify Lessor that it has placed such Item in revenue service prior to December 31, 1976 shall constitute such notification with respect to a Casualty Occurrence as described in subparagraph (b) above.

8. The first sentence of Section 11.5 of Lease No. 5 is amended to read as follows:

11.5 Casualty Value. The Casualty Value of each Item of Equipment shall be an amount determined as of the date the Casualty Value is paid to the Lessor under Section 11.2 hereof (and not the date of the Casualty Occurrence) equal to that percentage of the Acquisition Cost of such Item of Equipment as set forth in the Casualty Value Schedule attached hereto as Schedule C and as provided in the last sentence of this Section 11.5, less in the case of a Casualty Occurrence as set forth in subparagraph (b) of Section 11.1, the amount of the unpaid Conditional Sale Indebtedness (as defined in Article 3 of the Conditional Sale Agreement) with respect to such Item of Equipment, plus accrued interest thereon, if any.

amended to read as follows:

(f) Each Item of Equipment will constitute "new section 38 property" within the meaning of Section 48(b) of the Code (as defined in Section 15 hereof); at the time of delivery of the Equipment to the Lessor under the Sale and Lease Back Agreement, the Equipment will not have been placed in service by the Lessee and no person will have claimed any investment credit or amortization or depreciation deductions with respect thereto; no Item of Equipment will be placed in service prior to the execution and delivery to the Lessor of a Certificate of Acceptance with respect to such Item; and each Item of Equipment will be placed in revenue service on or before December 31, 1976.

10. Schedules B, C, D, and E of Lease No. 5 are amended by substituting therefor the Schedules B, C, D, and E attached hereto.

11. Lease No. 1 is amended by (a) substituting for Schedule B thereof the Schedule B attached hereto; and (b) adding thereto Schedules CC, DD, and EE, which shall apply to that Item of Equipment having Railroad No. 964, in the same manner as Schedules C, D and E apply to the remaining Items of Equipment leased thereunder.

12. The Assignment is hereby amended to permit the aforesaid amendments to each of the Leases as though originally set forth therein.

13. Each and every reference in the Leases and the Assignment to the Trust Agreement, the Guaranty Agreement, the Other Leases, the Conditional Sale Agreement, the Agreement and Assignment and the Sale and Lease Back Agreement shall be deemed to refer to such documents as amended to the date hereof.

14. Except as amended hereby, each of the Leases and the Assignment shall remain unaltered and in full force and effect.

15. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Section 10.1 of each of the Leases.

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.

FIRST SECURITY BANK OF UTAH,  
NATIONAL ASSOCIATION, as Trustee,

by

  
Authorized Officer

[Corporate Seal]

Attest:

  
Authorized Officer

NATIONAL RAILROAD PASSENGER  
CORPORATION,

by

[Corporate Seal]

Attest:

\_\_\_\_\_  
Secretary

FEDERAL FINANCING BANK,

[Corporate Seal]

by

Attest:

\_\_\_\_\_  
Secretary

Approval of the Administrator

The Federal Railroad Administrator on behalf of the Secretary of Transportation of the United States of America does hereby approve the foregoing Amendment Agreement in accordance with Section 26.13 of each of the Equipment Leases dated as of June 1, 1974, between First Security Bank of Utah, National Association, as Trustee, and National Railroad Passenger Corporation and related documents.

\_\_\_\_\_  
Federal Railroad Administrator

Attest:

\_\_\_\_\_

DISTRICT OF COLUMBIA, ) ss.:

On this            day of June, 1976, before me personally appeared           , to me personally known, who, being by me duly sworn, said that he is the Federal Railroad Administrator, that the foregoing instrument was signed by him by authority duly delegated to him by the Secretary of Transportation; and he acknowledged that the execution of the foregoing instrument was his free act and deed as the Federal Railroad Administrator.

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Notary Public

[Notarial Seal]

My Commission expires

STATE OF UTAH, )  
 ) ss.:  
COUNTY OF SALT LAKE, )

On this 28<sup>th</sup> day of June, 1976, before me personally appeared *Robert S. Clark*, to me personally known, who, being by me duly sworn, said that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association 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 association.

*Arthur B. Fisher*  
\_\_\_\_\_  
Notary Public

[Notarial Seal]

My Commission expires *November 21, 1979*

DISTRICT OF COLUMBIA, ) ss.:

On this            day of            1976, before me personally appeared            , to me personally known, who, being by me duly sworn, said that he is Vice President-Finance of NATIONAL RAILROAD PASSENGER CORPORATION, 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



**SCHEDULE A**

**TO LEASE NO. 1  
(Michigan National)  
DESCRIPTION OF EQUIPMENT†**

<u>Type</u>	<u>Quantity</u>	<u>Manufacturer's Specifications</u>	<u>Place of Acceptance</u>	<u>R.R. Nos.</u>	<u>Unit Price*</u>	<u>Total Price</u>
6,000 H.P. Electric Locomotives Model E60 C.P.	3	Builder's Specification Number GE 5141 and Proposition T29-60786 dated 9/16/73, Lessee's Request for Quotation W9354-01 dated 12/19/72 and Purchase Order WWJ 3079-002 dated 3/20/73 and supplements thereto.	Wilmington, Delaware	952 955 957	\$732,856.33	\$2,198,568.99
6,000 H.P. Electric Locomotives Model E60 C.P.	3	Builder's Specification Number GE 5141 and Proposition T29-03011 dated 9/19/73, Lessee's Request for Quotation X-WEJ-254-01 dated 9/11/73 and Purchase Order WWJ 3284-002 dated 10/11/73 and supplements there-in.	Wilmington, Delaware	970,974 975	\$717,746.00	\$2,153,238.00

<u>Type</u>	<u>Quantity</u>	<u>Manufacturer's Specifications</u>	<u>Place of Acceptance</u>	<u>R.R. Nos.</u>	<u>Unit Price*</u>	<u>Total Price</u>
6,000 H.P. Electric Locomotives Model E60 C.P.	1	Builder's Specification Number GE 5141 and Proposition T29-60786 dated 9/16/73, Lessee's Request for Quotation W9354-01 dated 12/19/72 and Purchase Order WWJ 3079-002 dated 3/20/73 and supplements thereto; and P.O. #WJH-5156-040	Wilmington, Delaware	964	\$909,756.33	\$909,756.33

† The term "Item of Equipment" as used in this Lease shall mean a locomotive described above, including the signal equipment installed therein.

\* Exclusive of fuel and freight.

**SCHEDULE A**

**TO LEASE NO. 2  
(Natrail Equity)  
DESCRIPTION OF EQUIPMENT†**

<u>Type</u>	<u>Quantity</u>	<u>Manufacturer's Specifications</u>	<u>Place of Acceptance</u>	<u>R.R. Nos.</u>	<u>Unit Price*</u>	<u>Total Price</u>
6,000 H.P. Electric Locomotives Model T60 C.P.....	2	Builder's Specification Number GE 5141 and Proposition T29-60786 dated 9/16/73, Lessee's Request for Quotation W9354-01 dated 12/19/72 and Purchase Order WWJ 3079-002 dated 3/20/73 and supplements thereto.	Wilmington, Delaware	953 954	\$732,856.33	\$1,465,512.66
6,000 H.P. Electric Locomotives Model E60 C.P.....	3	Builder's Specification Number GE 5141 and Proposition T29-03011 dated 9/19/73, Lessee's Request for Quotation X-WEJ-254-01 dated 9/11/73 and Purchase Order WWJ 3284-002 dated 10/11/73 and supplements there-in.	Wilmington, Delaware	971-973	\$717,746.00	\$2,153,238.00

† The term "Item of Equipment" as used in this Lease shall mean a locomotive described above, including the signal equipment installed therein.

\* Exclusive of fuel and freight.

**SCHEDULE A**

**TO LEASE NO. 3  
(South Carolina National)  
DESCRIPTION OF EQUIPMENT†**

<u>Type</u>	<u>Quantity</u>	<u>Manufacturer's Specifications</u>	<u>Place of Acceptance</u>	<u>R.R. Nos.</u>	<u>Unit Price*</u>	<u>Total Price</u>
6,000 H.P. Electric Locomotives Model E60 C.P.....	1	Builder's Specification Number GE 5141 and Proposition T29-60786 dated 9/16/73, Lessee's Request for Quotation W9354-01 dated 12/19/72 and Purchase Order WWJ 3079-002 dated 3/20/73 and supplements thereto.	Wilmington, Delaware	950	\$732,856.33	\$732,856.33
6,000 H.P. Electric Locomotives Model E60 C.P.....	5	Builder's Specification Number GE 5141 and Proposition T29-03011 dated 9/19/73, Lessee's Request for Quotation X-WEJ-254-01 dated 9/11/73 and Purchase Order WWJ 3284-002 dated 10/15/73 and supplements thereto.	Wilmington, Delaware	965-969	\$717,746.00	\$3,588,730.00

† The term "Item of Equipment" as used in this Lease shall mean a locomotive described above, including the signal equipment installed therein.

\* Exclusive of fuel and freight.

**SCHEDULE A**

**TO LEASE NO. 5  
(Northwestern National)  
DESCRIPTION OF EQUIPMENT†**

<u>Type</u>	<u>Quantity</u>	<u>Manufacturer's Specifications</u>	<u>Place of Acceptance</u>	<u>R.R. Nos.</u>	<u>Unit Price*</u>	<u>Total Price</u>
6,000 H.P. Electric Locomotives Model L60CP	7	Builder's Specification Number GE 5141 and Proposition T29-60736 dated 9/16/73, Lessee's Request for Quotation W9354-01 dated 12/19/72 and Purchase Order WWJ 3079-002 dated 3/20/73 and supplements thereto. and P.O. #WJH-5156-040	Wilmington, Delaware	951, 956, 958, 960-963	\$909,756.33	\$6,368,294.31

† The term "Item of Equipment" as used in this Lease shall mean a locomotive described above, including the signal equipment installed therein.

• Exclusive of fuel and freight.

SCHEDULE B (To Lease No. 1)

(SUBTRUST C)

( MICHIGAN NATIONAL BANK OF DETROIT)

<u>Unit #</u>	<u>Long-Term Debt Rate</u>	<u>Basic Lease Rate Factor</u>
#952-955-957	8.125%	4.79978%
970-974-975		
#964	8.125%	4.89317%

SCHEDULE CC  
TO LEASE NO. 1  
(SUBTRUST C)

(MICHIGAN NATIONAL BANK OF DETROIT)

SCHEDULE OF CASUALTY VALUE  
UNIT #964

<u>If Casualty Occurrence Is During Semiannual Period Ending On Periodic Rent Payment Date</u>	<u>Casualty Value Payable Per Item</u>
1.....	86.2984
2.....	87.1346
3.....	87.5053
4.....	87.4952
5.....	87.0654
6.....	86.2762
7.....	85.0828
8.....	83.5356
9.....	81.6031
10.....	79.3259
11.....	76.8074
12.....	74.2030
13.....	71.5091
14.....	68.7221
15.....	65.8383
16.....	62.8538
17.....	59.7643
18.....	56.5658
19.....	53.2537
20.....	49.8234
21.....	46.2702
22.....	42.5891
23.....	38.7843
24.....	34.9476
25.....	31.3061
26.....	27.8353
27.....	24.6415
28.....	21.6978
29.....	18.5091
30.....	15.0000

SCHEDULE DD  
TO LEASE NO. 1  
SCHEDULE OF MAXIMUM PURCHASE PRICE  
(SUBTRUST C - MICHIGAN NATIONAL

BANK OF DETROIT - UNIT #964 )

1.....	106.6605
2.....	107.2471
3.....	107.4135
4.....	107.2348
5.....	106.6768
6.....	105.7929
7.....	104.5437
8.....	102.9736
9.....	101.0552
10.....	98.8243
11.....	96.3167
12.....	93.7123
13.....	91.0184
14.....	88.2314
15.....	85.3476
16.....	82.3631
17.....	79.2736
18.....	76.0751
19.....	72.7630
20.....	69.3327
21.....	65.7795
22.....	62.0984
23.....	58.3083
24.....	54.5515
25.....	50.9734
26.....	47.5468
27.....	44.3697
28.....	41.4179
29.....	38.2159
30.....	34.6936

SCHEDULE EE  
TO LEASE NO. 1  
ADDITIONAL INFORMATION

Name of Trustor:

Michigan National Bank of Detroit  
For Unit #964

Increase in Casualty Value

Anniversary of  
Date Placed In  
Revenue Service

Percentage of  
Acquisition  
Price

Third  
Fifth  
Seventh

19.6936%  
13.1290  
6.5645

SCHEDULE B (To Lease No. 5)

( SUBTRUST E )

( NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS )

Long-Term  
Debt Rate

8.125%

Basic Rate  
Rate Factor

4.89317%

SCHEDULE C  
TO LEASE NO. 5  
(SUBTRUST E)

(NORTHWEST NATIONAL BANK OF MINNEAPOLIS)  
SCHEDULE OF CASUALTY VALUE

<u>If Casualty Occurrence Is During Semiannual Period Ending On Periodic Rent Payment Date</u>	<u>Casualty Value Payable Per Item</u>
1.....	86.2421
2.....	87.1034
3.....	87.4937
4.....	87.4987
5.....	87.0788
6.....	86.2951
7.....	85.1021
8.....	83.5506
9.....	81.6087
10.....	79.3173
11.....	76.7988
12.....	74.1944
13.....	71.5005
14.....	68.7136
15.....	65.8298
16.....	62.8452
17.....	59.7558
18.....	56.5572
19.....	53.2451
20.....	49.8149
21.....	46.2617
22.....	42.5806
23.....	38.7737
24.....	34.9321
25.....	31.2834
26.....	27.8097
27.....	24.6186
28.....	21.6833
29.....	18.5026
30.....	15.0000

SCHEDULE D  
TO LEASE NO. 5  
SCHEDULE OF MAXIMUM PURCHASE PRICE

SUBTRUST E  
NORTHWESTERN NATIONAL BANK OF DETROIT

1.....	106.9632
2.....	107.8245
3.....	108.2148
4.....	108.2198
5.....	107.7999
6.....	107.0162
7.....	105.8232
8.....	104.2717
9.....	102.3298
10.....	100.0384
11.....	97.5199
12.....	94.9155
13.....	92.2216
14.....	89.4347
15.....	86.5509
16.....	83.5663
17.....	80.4769
18.....	77.2783
19.....	73.9662
20.....	70.5360
21.....	66.9828
22.....	63.3017
23.....	59.4948
24.....	55.6532
25.....	52.0045
26.....	48.5308
27.....	45.3397
28.....	42.4044
29.....	39.2237
30.....	35.7211

And Thereafter

SCHEDULE E  
TO LEASE NO. 5  
ADDITIONAL INFORMATION

Name of Trustor:

Northwestern National Bank of Minneapolis

Increase in Casualty Value

<u>Anniversary of Date Placed In Revenue Service</u>	<u>Percentage of Acquisition Price</u>
Third	20.7211
Fifth	13.8141
Seventh	6.9070