

RECORDATION NO. 7829-K Filed & Recorded

NOV 25 1975 -4 55 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of July 15, 1975, among FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, as Trustee under a Trust Agreement dated as of June 1, 1974 (hereinafter called the "Lessor"), NATIONAL RAILROAD PASSENGER CORPORATION (hereinafter called the "Lessee"), BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION (hereinafter called the "Original Assignee") and FEDERAL FINANCING BANK (hereinafter called the "Successor 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 the Original Assignee have entered into an Assignment of Lease and Agreement dated as of June 1, 1974 (hereinafter called the "Assignment") with respect to the Original Leases;

WHEREAS the Original Leases and the 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 have been amended by an

Amendment Agreement dated as of April 15, 1975, between the Lessor and the Lessee (the "Original Amendment Agreement"), and the Original Assignee consented to such Original Amendment Agreement (the Original Leases as amended by said Original Amendment Agreement, being hereinafter called the "Leases");

WHEREAS the Original Amendment Agreement will be filed and recorded with the Interstate Commerce Commission concurrently with the filing hereof; and

WHEREAS the parties hereto now desire to amend the Leases and the Assignment in certain respects, including the substitution of the Successor Assignee for the Original Assignee as a party to the Assignment.

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

1. Each of the Leases is hereby amended by deleting Sections 2.1, 2.2 and 2.3 thereof and substituting the following therefor:

"2.1. Rent for Equipment. The Lessee agrees to pay the Lessor the following rent for each Item of Equipment:

"(a) Interim Rent. For each Item of Equipment, as Interim Rent an amount equal to 1/180th of the Basic Lease Rate (as defined in Section 2.1(b) hereof of the Acquisition Cost of each Item of Equipment subject to this Lease) for each day elapsed from and including the date of delivery of a bill of sale to the Lessor for such Item of Equipment to

the Term Lease Commencement Date (as defined in Section 2.2 hereof) or the date of the Lessee's purchase of the Equipment from the Lessor pursuant to Section 25.1 hereof, whichever is later, plus an amount equal to the guaranty fee payable by the Lessor, as Trustee, in respect of the Maximum Purchase Price (as defined in Section 16.2 hereof) of the Equipment to the Deputy Federal Railroad Administrator of the Department of Transportation of the United States of America (the 'Administrator') under the Government Guaranty (as defined in Section 15 hereof) in respect of such rental period (the 'Guaranty Fee').

"(b) Periodic Rent. For each Item of Equipment 30 semiannual installments of Periodic Rent payable in an amount equal to (i) that percentage of the Acquisition Cost (herein called the Basic Lease Rate) of such Item of Equipment set forth in Schedule B hereto opposite the applicable Debt Rate (as defined in the Conditional Sale Agreement) plus (ii) an amount equal to the Guaranty Fee payable in respect of each rental period. If the applicable Debt Rate is not expressly set forth in Schedule B, the Basic Lease Rate shall be interpolated or extrapolated from the percentages appearing in Schedule B.

"2.2. Rent Payment Dates; Acquisition Cost. The Term Lease Commencement Date (herein 'Term Lease Commencement Date') for all Items of Equipment shall be January 15, 1976. Interim Rent shall be due and payable on July 15, 1975, with respect to Interim Rent accrued to such date and on the Term Lease Commencement Date with respect to Interim Rent accrued to such date. The installments of Periodic Rent for each Item of Equipment shall be due and payable semiannually following the Term Lease Commencement Date on January 15 and July 15 of each year, commencing July 15, 1976. The term 'Acquisition Cost' as used herein shall mean, with respect to each Item of Equipment, the cost to the Lessor of the acquisition and delivery of such Item of Equipment (including the unpaid amount of the Conditional Sale Indebtedness (as defined in the Conditional Sale Agreement) with respect to such Item assumed by the Lessor).

"2.3. Place and Manner of Rent Payment. The Lessor irrevocably instructs the Lessee to make, and the Lessee agrees to make, all the payments provided for in this Lease, including but not limited to all rentals, profits and other sums whether as rent, casualty payments, indemnity, liquidated damages or otherwise (the 'Lease Payments') as follows:

"(a) out of any of the Lease Payments, other than payments made pursuant to Sections 6, 10.2 or 16 hereof or that portion of the Interim or Periodic Rent equal to the amount of the Guaranty Fee, amounts sufficient to satisfy the obligations of the Lessor and the Lessee under the Conditional Sale Agreement on the date the Lease Payments are due and payable under the Lease shall be paid to the Vendor (as that term is defined in the Conditional Sale Agreement) in immediately available funds at the following address: Federal Financing Bank, in care of Department of the Treasury, Division of Finance and Management Information, Treasury Annex # 1, Washington, D. C. 20226, or such other place as the Vendor shall in writing designate;

"(b) that portion of the Lease Payments equal to the amount of the Guaranty Fee shall be paid to the Administrator pursuant to Section 7 of the Government Guaranty; and

"(c) payments made pursuant to Sections 6, 10.2, 16.1 or 16.2 and, so long as no event of default which, with notice or lapse of time, or both, could constitute an event of default under the Conditional Sale Agreement shall have occurred and be continuing, and any balance of the Lease Payments, after application under (a) and (b) above, shall be paid in immediately available funds directly to the Lessor at its address listed in Section 26.7 hereof, or such other place as the Lessor shall in writing designate."

2. Section 12.2 of each of the Leases is hereby amended by deleting the reference therein to "1975" and substituting "1976" therefor.

3. Section 14(f) of each of the Leases is hereby amended by deleting the reference therein to "June 30, 1975" and substituting "December 31, 1975" therefor.

4. Clause (e) of Section 15 of each of the Leases is

hereby amended by deleting such clause and substituting the following therefor:

"(e) the Lessor shall have been furnished with copies of all of the documents delivered to the Assignee (as that term is defined in the Agreement and Assignment dated as of June 1, 1974, between the Manufacturer and such Assignee), pursuant to Section 4 of said Agreement and Assignment."

5. The caption to Section 25.1 and the phrase "If on or before July 14, 1975" appearing immediately thereafter is hereby deleted and the following is substituted therefor:

"25.1. Purchase on or Before January 31, 1976.  
If on or before January 14, 1976:"

6. Subparagraph (b) of Section 25.1 of each of the Leases is hereby deleted and subparagraph (c) of Section 25.1 of each of the Leases is hereby amended by deleting "(c)" in the first line thereof and substituting "(b)" therefor.

7. Each and every reference in Section 25.1 of each of the Leases to "July 31, 1975" is hereby deleted and "January 31, 1976" is hereby substituted therefor.

8. Each and every reference in Section 25.1 of each of the Leases to "July 14, 1975" is hereby deleted and "January 14, 1976" is hereby substituted therefor.

9. Schedule B to each of the Leases is hereby amended by deleting Column A thereof in its entirety and by deleting "Column B" from the caption of Column B.

10. The Assignment is hereby amended by deleting each and every reference therein to "Bank of America National Trust and Savings Association" and substituting "Federal Financing

Bank" therefor and the Original Assignee hereby assigns, transfers and sets over to the Successor Assignee all the right, title, interests, powers, privileges, remedies and other benefits under the Leases assigned, transferred and set over to the Original Assignee by the Assignment, and the Successor Assignee undertakes to comply with the obligations of the Vendor thereunder.

11. The second paragraph of Section 1 of the Assignment is hereby deleted and the following is substituted therefor:

"The Vendor agrees to accept any Payments made by the Lessee for the account of the Lessor pursuant to Section 2 of the Leases. To the extent received, the Vendor will apply such Payments to satisfy the obligations of the Lessor and the Vendee under the Conditional Sale Agreement and will apply the excess in accordance with Section 2.3 of the Leases."

12. The reference in Section 8 of the Assignment to the "State of California" is hereby deleted and "District of Columbia" is substituted therefor.

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

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

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.

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

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

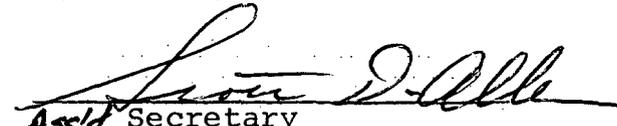
and year first above written.

FIRST SECURITY BANK OF UTAH,  
NATIONAL ASSOCIATION,

[Corporate Seal]

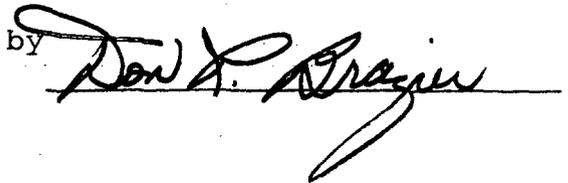
by 

Attest:

  
Ass't Secretary

NATIONAL RAILROAD PASSENGER  
CORPORATION

[Corporate Seal]

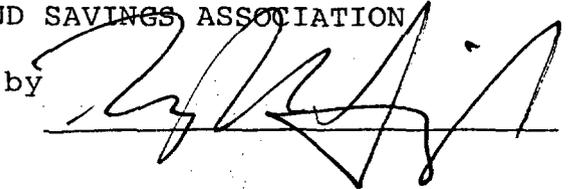
by 

Attest:

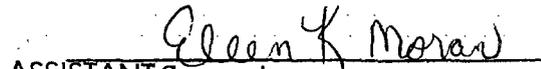
\_\_\_\_\_  
Secretary

BANK OF AMERICA NATIONAL TRUST  
AND SAVINGS ASSOCIATION

[Corporate Seal]

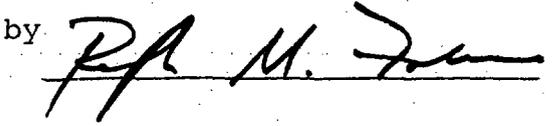
by 

Attest:

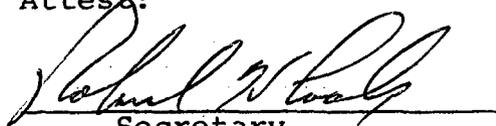
  
ASSISTANT Secretary

FEDERAL FINANCING BANK

[Corporate Seal]

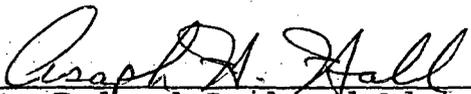
by 

Attest:

  
Secretary

Approval of the Administrator

The ~~Deputy~~ Federal Railroad Administrator on behalf of the Secretary of the Department 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.

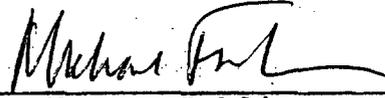
  
~~Deputy~~ Federal Railroad Administrator

Attest:



CITY OF WASHINGTON )  
 ) ss.:  
DISTRICT OF COLUMBIA )

On this *25th* day of *November* ~~July~~ 1975, before me personally appeared Asaph H. Hall, to me personally known who being by me duly sworn, says that he is the ~~Deputy~~ 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 Deputy Federal Railroad Administrator.

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

[Notarial Seal]

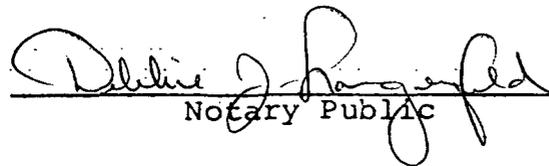
*My Commission Expires January 14, 1978*

My Commission expires

STATE OF UTAH

COUNTY OF SALT LAKE

On this 18th day of July 1975, before me personally appeared Robert S. Clark, to me personally known, who being by me duly sworn, said that he is a Vice President 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.

  
Notary Public

[Notarial Seal]

My Commission expires July 22, 1978

CITY OF WASHINGTON )  
 ) ss.:  
DISTRICT OF COLUMBIA )

On this            day of July 1975, before me personally appeared           , to me personally known, who being by me duly sworn, said that he is 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

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

On this 16 day of July 1975, before me personally appeared Terry M. Saigh, to me personally known, who being by me duly sworn, said that he is a Vice President of BANK OF AMERICA NATIONAL TRUST AND SAVINGS 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.

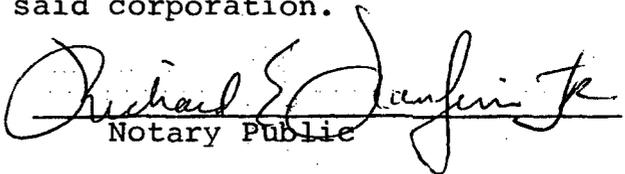


Karen L. Novak  
Notary Public

My Commission expires Jan. 2, 1979

CITY OF WASHINGTON     )  
                                  )    ss.:  
DISTRICT OF COLUMBIA   )

On this *24<sup>th</sup>* day of July 1975, before me personally appeared *RALPH FROBES*, to me personally known, who being by me duly sworn, says that he is of FEDERAL FINANCING BANK, 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