

7829-4

RECORDATION NO. Filed & Recorded

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AMENDMENT AGREEMENT

INTERSTATE COMMERCE COMMISSION

AMENDMENT, dated as of April 15, 1975, among FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity but solely as trustee (hereinafter called the Trustee) and NATIONAL RAILROAD PASSENGER CORPORATION (hereinafter called AMTRAK).

WHEREAS, the Trustee and AMTRAK have entered into five separate equipment leases dated as of June 1, 1974 (hereinafter referred to individually as a "Lease" and collectively as the "Leases");

WHEREAS, the Trustee has entered into an Amendment to Trust Agreement dated as of April 15, 1975, with the institutions listed in Schedule A thereto (hereinafter called the Trustors); and

WHEREAS, the Trustee and AMTRAK desire to amend each Lease in order to accomplish the reallocation of Equipment and the change in insurance provisions set forth herein;

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

1. The Schedules A through E of Leases 2 through 5 are hereby revised by substituting the Schedules A through E attached hereto in lieu of the Schedules A through E annexed to each of said Leases.

2. The fourth sentence of Section 21.1 of each of the Leases is hereby amended by inserting the following parenthetical phrase after the words "to any one Loss" when such words appear for the first time:

"(provided, however, that such policy may provide for a deductible of not more than \$1,000,000 with respect to any one loss, if such policy shall provide for coverage of at least \$10,000,000 for each occurrence)"

3. 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 party thereto.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed by their respective officers thereunto duly authorized and their respective corporate seals, duly attested to be hereunto affixed as of the day and year first above written.

FIRST SECURITY BANK OF UTAH, N.A.,
as Trustee

(Corporate Seal)

By 

Attest: 

NATIONAL RAILROAD PASSENGER CORPORATION

By _____

(Corporate Seal)

Attest: _____

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, N.A., as trustee and National Railroad Passenger Corporation and related documents.

DEPUTY FEDERAL RAILROAD ADMINISTRATOR

By _____

Date _____

Attest:

CONSENT AND ACKNOWLEDGEMENT

The undersigned hereby consents to and acknowledges the foregoing Amendment Agreement.

BANK OF AMERICA, NATIONAL TRUST &
SAVINGS ASSOCIATION

By _____

Date _____

(CORPORATE SEAL)

Attest:

STATE OF UTAH }
COUNTY OF SALT LAKE } ss.:

On this ~~19th~~ day of May 1975, before me personally appeared Robert S. Clark, to me personally known, who being by me duly sworn, says 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 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.

Dellie J. Rungfeld
Notary Public

(SEAL)

My Commission expires:

July 22, 1978

CITY OF WASHINGTON }
DISTRICT OF COLUMBIA } ss.:

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

(SEAL)

My Commission expires:

(Amendment dated as of April 15, 1975)

SCHEDULE A
(Natrail Equity)
TO LEASE NO. 2

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.....	5	Builder's Specification Number GE 5141 and Proposition 729-60786 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	957-961		\$738,067.67
						\$3,690,338.35

† 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
(Natrail Equity)
Determination of Basic Lease Rate

<u>If the Long Term Debt Rate is:</u>	<u>Column A</u> Then the Basic Lease Rate for an Item Settled for prior to January 1, 1975 is:	<u>Column B</u> Then the Basic Lease Rate for an Item Settled for on or after January 1, 1975 is:
7.500%.....	4.39023%	4.66221%
7.625.....	4.41722	4.68951
7.750.....	4.44432	4.71693
7.875.....	4.47152	4.74444
8.000.....	4.49883	4.77206
8.125.....	4.52624	4.79978
8.250.....	4.55376	4.82761
8.375.....	4.58139	4.85556
8.500.....	4.60912	4.88362
8.625.....	4.63728	4.91179
8.750.....	4.66554	4.94007
8.875.....	4.69388	4.96844
9.000.....	4.72232	4.99691
9.125.....	4.75086	5.02549
9.250.....	4.77949	5.05438
9.375.....	4.80820	5.08472
9.500.....	4.83702	5.11508
9.625.....	4.84164	5.14548
9.750.....	4.87155	5.17593
9.875.....	4.90156	5.20641
10.000.....	4.93167	5.23693

SCHEDULE C
(Natrail Equity)
TO LEASE NO. 2

SCHEDULE OF CASUALTY VALUE

CASUALTY VALUE: The per cent of the Acquisition Cost to the Lessor of any Item of Equipment shown in the appropriate column below, depending on when such Item was settled for, is to be paid on a rental payment due date pursuant to Section 11 of the Lease as the result of any Item of Equipment becoming the subject of a Casualty Occurrence, depending upon when the Casualty Value is paid. Casualty Value does not include any amounts for which the Lessor may be entitled to indemnification under Sections 6 and 10.2 of the Lease.

Before Term Lease Commencement Date the Casualty Value* shall equal 89.6493% for an Item settled for prior to January 1, 1975 and 90.205% for an Item settled for on or after January 1, 1975.

	<u>Casualty Value Payable Per Item*</u>	
	<u>If Casualty Occurrence, is during semiannual period ending on Periodic Rent Payment Date</u>	<u>For an Item Settled for prior to January 1, 1975</u>
1.....	89.9010%	90.873%
2.....	89.9325	91.432
3.....	89.6688	91.613
4.....	89.0320	91.458
5.....	87.9723	90.939
6.....	86.5509	90.107
7.....	84.8518	88.930
8.....	83.0122	87.450
9.....	81.0264	85.648
10.....	78.9031	83.558
11.....	76.6389	81.231
12.....	74.2400	78.757
13.....	71.7056	76.135
14.....	69.0389	73.368
15.....	66.2417	70.458
16.....	63.3146	67.406
17.....	60.2618	64.213
18.....	57.0885	60.881
19.....	53.8182	57.413
20.....	50.4406	53.812
21.....	46.9653	50.105
22.....	43.3778	46.278
23.....	39.6848	42.346
24.....	35.8939	38.355
25.....	32.2040	34.439
26.....	28.6431	30.568
27.....	25.3036	26.811
28.....	22.1575	23.133
29.....	18.8051	19.269
30 and thereafter.....	15.0000	15.000

* Plus in the case of the period before to the Term Lease Commencement Date and the first 14 amounts listed below, the percentages which may be applicable as provided in Section 11.5 of the Lease and described in the table set forth in Schedule E to the Lease.

SCHEDULE D
(Natrail Equity)
TO LEASE NO. 2

SCHEDULE OF MAXIMUM PURCHASE PRICE

The MAXIMUM PURCHASE PRICE shall mean the following per cent of the Acquisition Cost to the Lessor, of any Item of Equipment shown in the appropriate column below, depending on when such Item was settled for, for the purpose of determining any amount payable pursuant to Section 16.2 of the Lease, depending upon when the Maximum Purchase Price is paid. The Maximum Purchase Price does not include any amounts for which the Lessor may be entitled to indemnification under Sections 6 and 10.2 of the Lease.

Before Term Lease Commencement Date Maximum Purchase Price shall equal 104.9465% for an Item settled for prior to January 1, 1975 and 105.5022% for an Item settled for on or after January 1, 1975.

	<u>Maximum Purchase Price</u> <u>Payable Per Item</u>	
	<u>If Maximum Purchase Price is</u> <u>determined during semiannual period</u> <u>ending on Periodic Rent</u> <u>Payment Date</u>	<u>For an Item</u> <u>Settled for</u> <u>prior to</u> <u>January 1, 1975</u>
1.....	105.1982%	106.1702%
2.....	105.2297	106.7292
3.....	104.9660	106.9102
4.....	104.3292	106.7552
5.....	103.2695	106.2362
6.....	101.8481	105.4042
7.....	100.1490	104.2292
8.....	98.3094	102.7472
9.....	96.3236	100.9452
10.....	94.2003	98.8552
11.....	91.9361	96.5282
12.....	89.5372	94.0542
13.....	87.0028	91.4322
14.....	84.3361	88.6652
15.....	81.5389	85.7552
16.....	78.6118	82.7032
17.....	75.5590	79.5102
18.....	72.3857	76.1782
19.....	69.1154	72.7102
20.....	65.7378	69.1092
21.....	62.2625	65.4022
22.....	58.6750	61.5752
23.....	54.9820	57.6432
24.....	51.1911	53.6522
25.....	47.5012	49.7362
26.....	43.9403	45.8652
27.....	40.6008	42.1082
28.....	37.4547	38.4302
29.....	34.1023	34.5662
30 and thereafter.....	30.2972	30.2972

SCHEDULE E

TO LEASE NO. 2

ADDITIONAL INFORMATION

NAME OF TRUSTOR:

Natrail Equity Investors Company

INCREASE IN CASUALTY VALUE:

<u>Anniversary of Date Placed in Revenue Service</u>	<u>Percentage of Acquisition Price</u>
Third	15.2972%
Fifth	10.1981%
Seventh	5.0991%

(Amendment dated as of
April 15, 1975)

SCHEDULE A
(South Carolina National)
TO LEASE NO. 3

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	962- 964	\$738,067.67	\$2,214,203.01
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-WFJ-254-01 dated 9/11/73 and Purchase Order WWJ 3284-002 dated 10/11/73 and supplements thereto.	Wilmington, Delaware	965- 967	\$718,917.00	\$2,156,751

† 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
(South Carolina National)
Determination of Basic Lease Rate

<u>If the Long Term Debt Rate is:</u>	<u>Column A</u> Then the Basic Lease Rate for an Item Settled for prior to January 1, 1975 is:	<u>Column B</u> Then the Basic Lease Rate for an Item Settled for on or after January 1, 1975 is:
7.500%.....	4.39023%	4.66221%
7.625.....	4.41722	4.68951
7.750.....	4.44432	4.71693
7.875.....	4.47152	4.74444
8.000.....	4.49883	4.77206
8.125.....	4.52624	4.79978
8.250.....	4.55376	4.82761
8.375.....	4.58139	4.85556
8.500.....	4.60912	4.88362
8.625.....	4.63728	4.91179
8.750.....	4.66554	4.94007
8.875.....	4.69388	4.96844
9.000.....	4.72232	4.99691
9.125.....	4.75086	5.02549
9.250.....	4.77949	5.05438
9.375.....	4.80820	5.08472
9.500.....	4.83702	5.11508
9.625.....	4.84164	5.14548
9.750.....	4.87155	5.17593
9.875.....	4.90156	5.20641
10.000.....	4.93167	5.23693

SCHEDULE C
(South Carolina National)
TO LEASE NO. 3

SCHEDULE OF CASUALTY VALUE

CASUALTY VALUE: The per cent of the Acquisition Cost to the Lessor of any Item of Equipment shown in the appropriate column below, depending on when such Item was settled for, is to be paid on a rental payment due date pursuant to Section 11 of the Lease as the result of any Item of Equipment becoming the subject of a Casualty Occurrence, depending upon when the Casualty Value is paid. Casualty Value does not include any amounts for which the Lessor may be entitled to indemnification under Sections 6 and 10.2 of the Lease.

Before Term Lease Commencement Date the Casualty Value* shall equal 90.2535% for an Item settled for prior to January 1, 1975 and 90.4415% for an Item settled for on or after January 1, 1975.

	<u>Casualty Value Payable Per Item*</u>	
	<u>For an Item Settled for prior to January 1, 1975</u>	<u>For an Item Settled for on or after January 1, 1975</u>
1.....	90.1128%	91.0426%
2.....	89.6602	91.2560
3.....	88.8881	91.1443
4.....	87.8436	90.7594
5.....	86.4963	90.0802
6.....	84.8870	89.1451
7.....	83.0022	87.9302
8.....	80.9533	86.4685
9.....	78.7763	84.7437
10.....	76.4802	82.7829
11.....	74.0639	80.5778
12.....	71.5542	78.1662
13.....	68.8925	75.6057
14.....	66.1432	72.9015
15.....	63.2903	70.0537
16.....	60.3359	67.0636
17.....	57.2866	63.9342
18.....	54.1495	60.6637
19.....	50.9505	57.2577
20.....	47.6819	53.7187
21.....	44.3559	50.0708
22.....	40.9610	46.3048
23.....	37.5179	42.4757
24.....	34.1086	38.6190
25.....	30.8085	34.7788
26.....	27.5958	30.9284
27.....	24.5278	27.1174
28.....	21.5826	23.3173
29.....	18.4718	19.3425
30 and thereafter.....	15.0000	15.0000

* Plus in the case of the period before to the Term Lease Commencement Date and the first 14 amounts listed below, the percentages which may be applicable as provided in Section 11.5 of the Lease and described in the table set forth in Schedule E to the Lease.

SCHEDULE D
(South Carolina National)
TO LEASE NO. 3

SCHEDULE OF MAXIMUM PURCHASE PRICE

The MAXIMUM PURCHASE PRICE shall mean the following per cent of the Acquisition Cost to the Lessor, of any Item of Equipment shown in the appropriate column below, depending on when such Item was settled for, for the purpose of determining any amount payable pursuant to Section 16.2 of the Lease, depending upon when the Maximum Purchase Price is paid. The Maximum Purchase Price does not include any amounts for which the Lessor may be entitled to indemnification under Sections 6 and 10.2 of the Lease.

Before Term Lease Commencement Date Maximum Purchase Price shall equal 104.3494% for an Item settled for prior to January 1, 1975 and 104.5373% for an Item settled for on or after January 1, 1975.

If Maximum Purchase Price is determined during semiannual period ending on Periodic Rent Payment Date.	Maximum Purchase Price Payable Per Item	
	For an Item Settled for prior to January 1, 1975	For an Item Settled for on or after January 1, 1975
1.....	104.2087%	105.1384%
2.....	103.7561	105.3518
3.....	102.9840	105.2401
4.....	101.9395	104.8552
5.....	100.5922	104.1760
6.....	98.9829	103.2409
7.....	97.0981	102.0260
8.....	95.0492	100.5643
9.....	92.8722	98.8395
10.....	90.5761	96.8787
11.....	88.1598	94.6736
12.....	85.6301	92.2620
13.....	82.9884	89.7015
14.....	80.2391	86.9973
15.....	77.3862	84.1495
16.....	74.4318	81.1594
17.....	71.3825	78.0300
18.....	68.2454	74.7595
19.....	65.0464	71.3535
20.....	61.7778	67.8145
21.....	58.4518	64.1666
22.....	55.0569	60.4006
23.....	51.6138	56.5715
24.....	48.2045	52.7148
25.....	44.9044	48.8746
26.....	41.6917	45.0242
27.....	38.6237	41.2132
28.....	35.6785	37.4131
29.....	32.5677	33.4383
30 and thereafter.....	29.0959	29.0958

**SCHEDULE E
TO LEASE NO. 3**

ADDITIONAL INFORMATION

NAME OF TRUSTOR:

South Carolina National Bank

INCREASE IN CASUALTY VALUE:

<u>Anniversary of Date Placed in Revenue Service</u>	<u>Percentage of Acquisition Price</u>
Third	14.0958%
Fifth	9.3972%
Seventh	4.6986%

SCHEDULE A
(Security Trust and Savings)
TO LEASE NO. 4

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 T29-03011 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	968	\$718,917.00	\$718,917.00

† 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
(Security Trust and Savings)
Determination of Basic Lease Rate

<u>If the Long Term Debt Rate is:</u>	<u>Column A</u> Then the Basic Lease Rate for an Item Settled for prior to January 1, 1975 is:	<u>Column B</u> Then the Basic Lease Rate for an Item Settled for on or after January 1, 1975 is:
7.500%.....	4.39023%	4.66221%
7.625.....	4.41722	4.68951
7.750.....	4.44432	4.71693
7.875.....	4.47152	4.74444
8.000.....	4.49883	4.77206
8.125.....	4.52624	4.79978
8.250.....	4.55376	4.82761
8.375.....	4.58139	4.85556
8.500.....	4.60912	4.88362
8.625.....	4.63728	4.91179
8.750.....	4.66554	4.94007
8.875.....	4.69388	4.96844
9.000.....	4.72232	4.99691
9.125.....	4.75086	5.02549
9.250.....	4.77949	5.05438
9.375.....	4.80820	5.08472
9.500.....	4.83702	5.11508
9.625.....	4.84164	5.14548
9.750.....	4.87155	5.17593
9.875.....	4.90156	5.20641
10.000.....	4.93167	5.23693

SCHEDULE C

**TO LEASE NO. 4
(Security Trust and Savings)
SCHEDULE OF CASUALTY VALUE**

CASUALTY VALUE: The per cent of the Acquisition Cost to the Lessor of any Item of Equipment shown in the appropriate column below, depending on when such Item was settled for, is to be paid on a rental payment due date pursuant to Section 11 of the Lease as the result of any Item of Equipment becoming the subject of a Casualty Occurrence, depending upon when the Casualty Value is paid. Casualty Value does not include any amounts for which the Lessor may be entitled to indemnification under Sections 6 and 10.2 of the Lease.

Before Term Lease Commencement Date the Casualty Value* shall equal 90.0969% for an Item settled for prior to January 1, 1975 and 90.706% for an Item settled for on or after January 1, 1975.

	Casualty Value Payable Per Item*		
	If Casualty Occurrence is during semiannual period ending on Periodic Rent Payment Date	For an Item Settled for prior to January 1, 1975	For an Item Settled for on or after January 1, 1975
1.....		90.0855%	91.097%
2.....		89.9126	91.399
3.....		89.5263	91.393
4.....		88.8320	91.093
5.....		87.7914	90.474
6.....		86.4505	89.580
7.....		84.8076	88.383
8.....		83.0007	86.921
9.....		81.0454	85.175
10.....		78.9505	83.176
11.....		76.7130	80.917
12.....		74.3391	78.479
13.....		71.8282	75.891
14.....		69.1839	73.155
15.....		66.4083	70.274
16.....		63.5021	67.248
17.....		60.4702	64.083
18.....		57.3181	60.775
19.....		54.0708	57.333
20.....		50.7181	53.759
21.....		47.2705	50.080
22.....		43.7132	46.284
23.....		40.0548	42.410
24.....		36.3428	38.510
25.....		32.7217	34.648
26.....		29.1654	30.794
27.....		25.7424	27.007
28.....		22.4259	23.252
29.....		18.9186	19.320
30 and thereafter.....		15.0000	15.000

* Plus in the case of the period before to the Term Lease Commencement Date and the first 14 amounts listed below, the percentages which may be applicable as provided in Section 11.5 of the Lease and described in the table set forth in Schedule E to the Lease.

**SCHEDULE D
(Security Trust and Savings)
TO LEASE NO. 4**

SCHEDULE OF MAXIMUM PURCHASE PRICE

The MAXIMUM PURCHASE PRICE shall mean the following per cent of the Acquisition Cost to the Lessor, of any Item of Equipment shown in the appropriate column below, depending on when such Item was settled for, for the purpose of determining any amount payable pursuant to Section 16.2 of the Lease, depending upon when the Maximum Purchase Price is paid. The Maximum Purchase Price does not include any amounts for which the Lessor may be entitled to indemnification under Sections 6 and 10.2 of the Lease.

Before Term Lease Commencement Date Maximum Purchase Price shall equal 104.5329% for an Item settled for prior to January 1, 1975 and 105.142% for an Item settled for on or after January 1, 1975.

If Maximum Purchase Price is determined during semiannual period ending on Periodic Rent Payment Date	Maximum Purchase Price Payable Per Item	
	For an Item Settled for prior to January 1, 1975	For an Item Settled for on or after January 1, 1975
1.....	104.5215%	105.533%
2.....	104.3486	105.835
3.....	103.9623	105.829
4.....	103.2680	105.529
5.....	102.2274	104.910
6.....	100.8865	104.016
7.....	99.2436	102.819
8.....	97.4367	101.357
9.....	95.4814	99.611
10.....	93.3865	97.612
11.....	91.1490	95.353
12.....	88.7751	92.915
13.....	86.2642	90.327
14.....	83.6199	87.591
15.....	80.8443	84.710
16.....	77.9381	81.684
17.....	74.9062	78.519
18.....	71.7541	75.211
19.....	68.5068	71.769
20.....	65.1541	68.195
21.....	61.7065	64.516
22.....	58.1492	60.720
23.....	54.4908	56.720
24.....	50.7788	52.946
25.....	47.1577	49.084
26.....	43.6014	45.230
27.....	40.1784	41.443
28.....	36.8619	37.688
29.....	33.3546	33.756
30 and thereafter.....	29.4360	29.436

SCHEDULE E
TO LEASE NO. 4
ADDITIONAL INFORMATION

NAME OF TRUSTOR:

Security Trust & Savings Bank

INCREASE IN CASUALTY VALUE:

<u>Anniversary of Date Placed in Revenue Service</u>	<u>Percentage of Acquisition Price</u>
Third	14.4360%
Fifth	9.6240%
Seventh	4.8120%

(Amendment Dated as of April 15, 1975)

SCHEDULE A
(Northwestern National)
TO LEASE NO. 5

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.....	7	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	969- 975	\$718,917	\$5,032,419

† 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
(Northwestern National)
Determination of Basic Lease Rate

<u>If the Long Term Debt Rate is:</u>	<u>Column A</u> Then the Basic Lease Rate for an Item Settled for prior to January 1, 1975 is:	<u>Column B</u> Then the Basic Lease Rate for an Item Settled for on or after January 1, 1975 is:
7.500%.....	4.39023%	4.66221%
7.625.....	4.41722	4.68951
7.750.....	4.44432	4.71693
7.875.....	4.47152	4.74444
8.000.....	4.49883	4.77206
8.125.....	4.52624	4.79978
8.250.....	4.55376	4.82761
8.375.....	4.58139	4.85556
8.500.....	4.60912	4.88362
8.625.....	4.63728	4.91179
8.750.....	4.66554	4.94007
8.875.....	4.69388	4.96844
9.000.....	4.72232	4.99691
9.125.....	4.75086	5.02549
9.250.....	4.77949	5.05438
9.375.....	4.80820	5.08472
9.500.....	4.83702	5.11508
9.625.....	4.84164	5.14548
9.750.....	4.87155	5.17593
9.875.....	4.90156	5.20641
10.000.....	4.93167	5.23693

SCHEDULE C
(Northwestern National)
TO LEASE NO. 5

SCHEDULE OF CASUALTY VALUE

CASUALTY VALUE: The per cent of the Acquisition Cost to the Lessor of any Item of Equipment shown in the appropriate column below, depending on when such Item was settled for, is to be paid on a rental payment due date pursuant to Section 11 of the Lease as the result of any Item of Equipment becoming the subject of a Casualty Occurrence, depending upon when the Casualty Value is paid. Casualty Value does not include any amounts for which the Lessor may be entitled to indemnification under Sections 6 and 10.2 of the Lease.

Before Term Lease Commencement Date the Casualty Value* shall equal 89.6493% for an Item settled for prior to January 1, 1975 and 90.205% for an Item settled for on or after January 1, 1975.

	<u>Casualty Value Payable Per Item*</u>	
	<u>If Casualty Occurrence Is during semiannual period ending on Periodic Rent Payment Date</u>	<u>For an Item Settled for prior to January 1, 1975</u>
1.....	89.9010%	90.873%
2.....	89.9325	91.432
3.....	89.6688	91.613
4.....	89.0320	91.458
5.....	87.9723	90.939
6.....	86.5509	90.107
7.....	84.8518	88.930
8.....	83.0122	87.450
9.....	81.0264	85.648
10.....	78.9031	83.558
11.....	76.6389	81.231
12.....	74.2400	78.757
13.....	71.7056	76.135
14.....	69.0389	73.368
15.....	66.2417	70.458
16.....	63.3146	67.406
17.....	60.2618	64.213
18.....	57.0885	60.881
19.....	53.8182	57.413
20.....	50.4406	53.812
21.....	46.9653	50.105
22.....	43.3778	46.278
23.....	39.6848	42.346
24.....	35.8939	38.355
25.....	32.2040	34.439
26.....	28.6431	30.568
27.....	25.3036	26.811
28.....	22.1575	23.133
29.....	18.8051	19.269
30 and thereafter.....	15.0000	15.000

* Plus in the case of the period before to the Term Lease Commencement Date and the first 14 amounts listed below, the percentages which may be applicable as provided in Section 11.5 of the Lease and described in the table set forth in Schedule E to the Lease.

SCHEDULE D
(Northwestern National)
TO LEASE NO. 5

SCHEDULE OF MAXIMUM PURCHASE PRICE

The MAXIMUM PURCHASE PRICE shall mean the following per cent of the Acquisition Cost to the Lessor, of any Item of Equipment shown in the appropriate column below, depending on when such Item was settled for, for the purpose of determining any amount payable pursuant to Section 16.2 of the Lease, depending upon when the Maximum Purchase Price is paid. The Maximum Purchase Price does not include any amounts for which the Lessor may be entitled to indemnification under Sections 6 and 10.2 of the Lease.

Before Term Lease Commencement Date Maximum Purchase Price shall equal 104.9465% for an Item settled for prior to January 1, 1975 and 105.5022% for an Item settled for on or after January 1, 1975.

	Maximum Purchase Price Payable Per Item		
	If Maximum Purchase Price is determined during semiannual period ending on Periodic Rent Payment Date	For an Item Settled for prior to January 1, 1975	For an Item Settled for on or after January 1, 1975
1.....		105.1982%	106.1702%
2.....		105.2297	106.7292
3.....		104.9660	106.9102
4.....		104.3292	106.7552
5.....		103.2695	106.2362
6.....		101.8481	105.4042
7.....		100.1490	104.2292
8.....		98.3094	102.7472
9.....		96.3236	100.9452
10.....		94.2003	98.8552
11.....		91.9361	96.5282
12.....		89.5372	94.0542
13.....		87.0028	91.4322
14.....	"	84.3361	88.6652
15.....		81.5389	85.7552
16.....		78.6118	82.7032
17.....		75.5590	79.5102
18.....		72.3857	76.1782
19.....		69.1154	72.7102
20.....		65.7378	69.1092
21.....		62.2625	65.4022
22.....		58.6750	61.5752
23.....		54.9820	57.6432
24.....		51.1911	53.6522
25.....		47.5012	49.7362
26.....		43.9403	45.8652
27.....		40.6008	42.1082
28.....		37.4547	38.4302
29.....		34.1023	34.5662
30 and thereafter.....		30.2972	30.2972

SCHEDULE E
(Northwestern National)
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	15.2972%
Fifth	10.1981%
Seventh	5.0991%