

FEB 6 1976 -12 00 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of January 1, 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 Assignments, respectively); and

WHEREAS the parties hereto desire to extend the date by which the financing contemplated by the Conditional Sale Agreement between the Lessee and Builder dated as of June 1, 1974 (said Conditional Sale Agreement, as amended by an Amendment Agreement dated as of the date hereof, being hereinafter called the Conditional Sale Agreement), must be completed; and

WHEREAS the parties hereto now desire to amend further the Leases to accomplish the foregoing.

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

1. The first three sentences of Section 2.2 of each of the Leases are hereby amended to read as follows:

"The Term Lease Commencement Date (herein 'Term Lease Commencement Date') for each Item of Equipment settled for under the Conditional Sale Agreement on or prior to January 15, 1976, shall be January 15, 1976, and for each other Item of Equipment, shall be July 15, 1976. Interim Rent shall be due and payable on the Term Lease Commencement Date for any Item of Equipment with respect to Interim Rent accrued to such date for such Item. The instalments 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 the January 15 or July 15 next succeeding the Term Lease Commencement Date for such Item."

2. Section 14(f) of each of the Leases is hereby amended by substituting the date "June 30, 1976" for the date "December 31, 1975".

3. The first and second sentences of Section 23.1(a) of the Lease are hereby amended to read:

"The Lessee shall have the right to purchase all but not less than all of the Items of Equipment having a common Term Lease Commencement Date at the expiration of the term of this Lease in respect thereof (including any renewal term) at a price equal to the "fair market value" (as hereinafter defined). The Lessee shall give the Lessor notice 180 days prior to the end of such term of its election to exercise the purchase option provided for in this Section.

4. The caption to Section 25.1 and the phrase "If on or before January 14, 1976" appearing immediately thereafter is hereby amended to read:

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

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

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

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

8. The parties hereto agree that the Lessor may unilaterally amend any of the Leases to correct the identifying number of any Item of Equipment in Schedule A to any Lease to permit acquisition of an Item of Equipment under any Lease in a manner consistent with the terms of the Trust Agreement; provided, however, that any such amendment in respect of any Item of Equipment shall precede the delivery and acceptance of such Item, and counterparts of any such amendment shall be delivered to the parties hereto.

9. The parties hereto agree that the Lessee and the Lessor, without the consent of the Assignee, may amend or supplement any of the Leases to revise the Basic Lease Rate, Casualty Values, and Maximum Purchase Price set forth in Schedules B, C, D and E thereof; provided, however, that amounts payable under any such Lease so revised shall remain sufficient to pay when due the principal of and interest on the Conditional Sale Indebtedness (as such term is defined in the Conditional Sale Agreement) in respect of any Item covered by such Lease.

10. 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 Assignment and Agreement and the Sale and Lease Back Agreement shall be deemed to refer to such documents as amended to the date hereof.

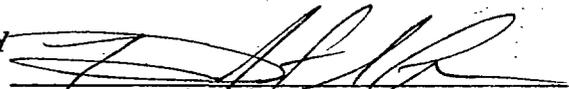
11. Except as amended hereby, each of the Leases and the Assignment shall remain unaltered and in full force and effect.

12. 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
Robert S. Clark, Esq.

[Corporate Seal]

Attest:



Authorized Officer
Fuchia B. Eichers

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:

DISTRICT OF COLUMBIA,) ss.:

On this day of January 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.

Notary Public

[Notarial Seal]

My Commission expires

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

On this ^{February} 3rd day of ~~January~~ 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.

Julia M. Farris
Notary Public
Julia M. Farris

[Notarial Seal]

My Commission expires
May 23, 1979

RECORDATION NO. 7829-R Filed & Recorded

FEB 6 1976-12 00 PM

INTERSTATE COMMERCE COMMISSION
AMENDMENT AGREEMENT dated as of January 1,

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).

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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 Assignments, respectively); and

WHEREAS the parties hereto desire to extend the date by which the financing contemplated by the Conditional Sale Agreement between the Lessee and Builder dated as of June 1, 1974 (said Conditional Sale Agreement, as amended by an Amendment Agreement dated as of the date hereof, being hereinafter called the Conditional Sale Agreement), must be completed; and

WHEREAS the parties hereto now desire to amend further the Leases to accomplish the foregoing.

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

1. The first three sentences of Section 2.2 of each of the Leases are hereby amended to read as follows:

"The Term Lease Commencement Date (herein 'Term Lease Commencement Date') for each Item of Equipment settled for under the Conditional Sale Agreement on or prior to January 15, 1976, shall be January 15, 1976, and for each other Item of Equipment, shall be July 15, 1976. Interim Rent shall be due and payable on the Term Lease Commencement Date for any Item of Equipment with respect to Interim Rent accrued to such date for such Item. The instalments 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 the January 15 or July 15 next succeeding the Term Lease Commencement Date for such Item."

2. Section 14(f) of each of the Leases is hereby amended by substituting the date "June 30, 1976" for the date "December 31, 1975".

3. The first and second sentences of Section 23.1(a) of the Lease are hereby amended to read:

"The Lessee shall have the right to purchase all but not less than all of the Items of Equipment having a common Term Lease Commencement Date at the expiration of the term of this Lease in respect thereof (including any renewal term) at a price equal to the "fair market value" (as hereinafter defined). The Lessee shall give the Lessor notice 180 days prior to the end of such term of its election to exercise the purchase option provided for in this Section.

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

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

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

8. The parties hereto agree that the Lessor may unilaterally amend any of the Leases to correct the identifying number of any Item of Equipment in Schedule A to any Lease to permit acquisition of an Item of Equipment under any Lease in a manner consistent with the terms of the Trust Agreement; provided, however, that any such amendment in respect of any Item of Equipment shall precede the delivery and acceptance of such Item, and counterparts of any such amendment shall be delivered to the parties hereto.

9. The parties hereto agree that the Lessee and the Lessor, without the consent of the Assignee, may amend or supplement any of the Leases to revise the Basic Lease Rate, Casualty Values, and Maximum Purchase Price set forth in Schedules B, C, D and E thereof; provided, however, that amounts payable under any such Lease so revised shall remain sufficient to pay when due the principal of and interest on the Conditional Sale Indebtedness (as such term is defined in the Conditional Sale Agreement) in respect of any Item covered by such Lease.

10. 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 Assignment and Agreement and the Sale and Lease Back Agreement shall be deemed to refer to such documents as amended to the date hereof.

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

12. 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 *David P. Brazier*

[Corporate Seal]

Attest:

Elyse J. Wanda
Secretary

FEDERAL FINANCING BANK,

by *R/L M. Johnson*

[Corporate Seal]

Attest:

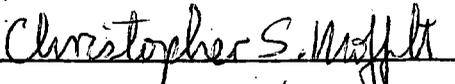
Robert W. Cook
Secretary

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.

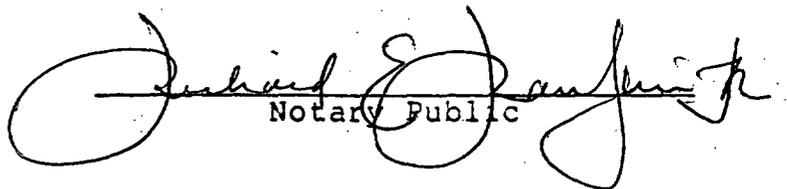

Asaph H. Hall
Federal Railroad Administrator

Attest:


Christopher S. Moffitt
Counsel, FRA

DISTRICT OF COLUMBIA,) ss.:

On this 29th day of January 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.


Notary Public

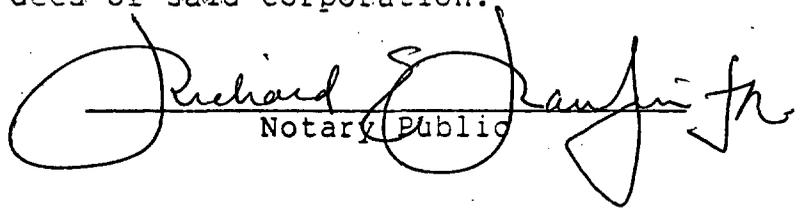
[Notarial Seal]

My Commission expires

My Commission Expires September 30, 1980

DISTRICT OF COLUMBIA,) ss.:

On this 26th day of January 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

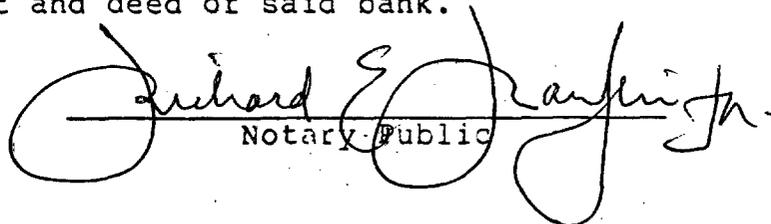
[Notarial Seal]

My Commission expires

My Commission Expires September 30, 1980

DISTRICT OF COLUMBIA,) ss.:

On this 4th day of February 1976, before me personally appeared Ralph M. Forbes, 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