

7073-F

RECORDATION NO. \_\_\_\_\_ Filed & Recorded

AUG 2 1974 - 10 55 AM

AMENDMENT NO. 1

INTERSTATE COMMERCE COMMISSION

This Amendment No. 1 dated as of the 13th day of May, 1974, between CONTINENTAL ILLINOIS NATIONAL BANK and TRUST COMPANY OF CHICAGO, a national banking association, not in its individual capacity but solely as Trustee under the Trust Agreement dated as of January 31, 1973 (the "Lessor"), and NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under the Rail Passenger Service Act of 1970, as amended, and the laws of the District of Columbia (the "Lessee"), to the Equipment Lease dated as of June 1, 1973, between the Lessor and the Lessee (the "Equipment Lease");

W I T N E S S E T H:

WHEREAS the Lessor and the Lessee desire to amend the Equipment Lease in the respects hereinafter set forth;

NOW THEREFORE, the Lessor and the Lessee, in consideration of the premises, do hereby agree as follows:

1. Section 21.1 of the Equipment Lease is hereby amended to read as follows:

21.1. Lessee's Covenant to Carry Insurance.  
 The Lessee will cause to be carried and maintained at all times during the term of this Lease physical damage and public liability insurance covering the Equipment in the name of the Lessor and the Lessee (as their interests may appear) in such form as is commonly maintained on comparable equipment by companies similarly situated. In all

events the Lessee will cause to be carried and maintained in the name of the Lessor and the Lessee (as their interests may appear) insurance against all risks of physical damage to the Equipment as provided under a standard all-risk policy. Such insurance policy or policies shall provide that all losses thereunder will be adjusted with the Lessee or the Lessor and will be payable to the Lessor and the Lessee as their respective interests shall appear. It is agreed that the standard all-risk policy shall provide coverage of at least \$5,500,000, and may provide for a deductible of not more than \$500,000, with respect to any one loss, and that the public liability policy shall provide coverage of at least \$50,000,000, and may provide for a deductible of not more than \$2,000,000, with respect to any one loss. Any net insurance proceeds as the result of insurance carried by the Lessee received by the Lessor in respect of Items suffering a Casualty Occurrence shall be deducted from the amounts payable by the Lessee to the Lessor in respect of Casualty Occurrences pursuant to Section 11 hereof. If the Lessor shall receive any such net insurance proceeds after the Lessee shall have made payments pursuant to Section 11 hereof, without deduction for such net insurance proceeds, the Lessor shall pay such proceeds to the Lessee up to an amount equal to the Casualty Value with respect to an Item paid by the Lessee and any balance of such proceeds shall remain the property of the Lessor.

2. Except as amended hereby, all of the terms and provisions of the Equipment Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to the Equipment Lease to be executed by their respective officers thereunto duly

authorized and their corporate seals to be hereto affixed  
as of the day and year first above written.

CONTINENTAL ILLINOIS NATIONAL BANK and  
TRUST COMPANY of CHICAGO,  
as Trustee

By   
Second Vice President

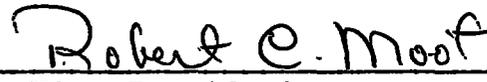
Lessor

(Corporate Seal)

Attest:

  
Trust Officer

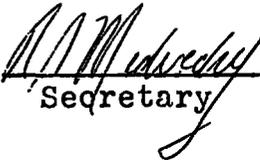
NATIONAL RAILROAD PASSENGER CORPORATION

By   
Vice President

Lessee

(Corporate Seal)

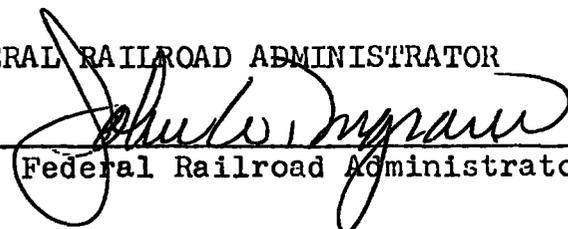
Attest:

  
Secretary

Approval by Federal Railroad Administrator.

The Federal Railroad Administrator on behalf of the  
Secretary of the Department of Transportation of the United  
States of America does hereby approve the execution and delivery  
of the foregoing Amendment No. 1 dated as of May 13, 1974, to  
the Equipment Lease dated as of June 1, 1973.

FEDERAL RAILROAD ADMINISTRATOR

By   
Federal Railroad Administrator



