

RECORDATION NO. 7516-F Filed & Recorder

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COMMERCIAL COMMERCE COMMISSION

Lease No. 74-1057
Master Lease Agreement
Dated May 1, 1974

SUPPLEMENT NO. 5

LEASE TERM

The term of lease of each rebuilt railroad passenger car described at the end hereof shall commence on the date of delivery to and acceptance thereof by Lessee and shall end 120 months after the date (the "Commencement Date") which shall be the earlier of (i) the date as of which all units of said passenger cars there described (the "Equipment") shall have been accepted by Lessee, or (ii) December 31, 1974.

PAYMENTS FOR EQUIPMENT

Lessee shall sell the Equipment to Lessor on the date hereof for a purchase price equal to the "Acquisition Cost" (as hereinafter defined). Lessee shall hereafter on behalf of the Lessor cause the reconstruction of the Equipment to be completed for use of such units as railroad passenger cars in the Lessee's business. Lessor shall from time to time on or before the Commencement Date make such payment or payments in respect of said purchase price to Lessee or others for or on account of the acquisition, reconstruction and delivery of a unit or units of Equipment as may be requested at such time or times by Lessee under a schedule in the form of Schedule II hereto executed and delivered by Lessee to Lessor, each of which schedules shall be accompanied by appropriate invoices describing the unit or units of Equipment for which such payment is requested; provided, however, that the aggregate amount of all such payments which Lessor shall be obligated to make under this Supplement shall not exceed \$663,443.31. Lessee agrees to pay all amounts, if any, in excess of said amount specified in the preceding sentence as may be incurred in connection with the acquisition, reconstruction and delivery of Equipment. Lessee shall not, by reason of any payment by it for the acquisition, reconstruction and delivery of or otherwise with respect to Equipment, acquire any right, title or interest in or to any units of Equipment.

ACQUISITION COST

The "Acquisition Cost" of each unit of Equipment shall be the sum of (i) the Used Purchase Cost of such unit, and (ii) the Reconstruction Cost therefor. The "Used Purchase Cost", for purposes hereof, shall mean the amount paid by Lessee for such used unit upon its purchase thereof from The Union Pacific Railroad Company. The "Reconstruction Cost", for purposes hereof, shall mean the sum of (x) the amount paid or payable to Hoover Aircraft Products Company, Miami, Florida, for that portion of the reconstruction of each unit of Equipment performed for Lessee by said Hoover Aircraft Products Company, and (y) the amount payable by Lessor to Lessee for that portion of the reconstruction and refurbishing of such unit of Equipment performed by Lessee. The Acquisition Cost of each unit of Equipment shall be as set forth at the end of this Supplement. Notwithstanding Section 9 of the Lease (as hereinafter defined), if Lessor elects to pay any specifically disclosed sales or use taxes with respect to any unit of Equipment (or if any payment of such taxes by Lessor is, with Lessor's express consent, included in the Acquisition Cost of any such unit), the amount of such payment shall not be subject to the provisions of said Section 9.

ACCEPTANCE OF EQUIPMENT

Lessee agrees to execute and deliver to Lessor a schedule in the form of Schedule II hereto upon acceptance of each unit of the Equipment. Acceptance of each unit of Equipment by Lessee shall constitute Lessee's acknowledgment that such unit of Equipment is in good order and condition; is of the manufacture, design and capacity selected by Lessee; and is suitable for Lessee's purposes. If Lessee has not accepted all units of the Equipment by the Commencement Date, then Lessor shall resell to Lessee without any representation or warranty of any kind, express or implied, any right with respect to such unaccepted unit(s) of Equipment which has been previously sold to Lessor (Lessee agreeing concurrently therewith to reimburse Lessor for any part of the Acquisition Cost of such unaccepted unit(s) already paid by Lessor plus interest thereon from the date(s) so paid to the date of such payment by Lessee at the rate of 12% per annum), whereupon such unaccepted unit(s) shall not thereafter be subject to lease under this Supplement.

RENT

The first installment of rent shall be payable on the Commencement Date. Subsequent installments of rent shall be payable thereafter on each successive monthly anniversary of the Commencement Date. Rent shall be payable in 120 installments, each of which shall be in an amount equal to 1.444537% of the aggregate Acquisition Cost of all units of Equipment. In addition, Lessee shall pay Lessor interim rent on the last day of each month and on the Commencement Date for any period then ending, which interim rent shall be at a rate equal to 3% over the prime commercial rate of Continental Illinois National Bank and Trust Company of Chicago from time to time in effect computed from the respective dates so paid to the date of payment of such interim rent on any part of the Acquisition Cost of the Equipment paid by Lessor prior to the Commencement Date. Changes in the interim rent due to changes in said Bank's prime rate shall be effective as and when said Bank changes its prime rate. All rent and other amounts due from Lessee to Lessor shall be paid to Lessor at its office at 231 South LaSalle Street, Chicago, Illinois 60693, or at such other place as Lessor shall specify in writing.

STIPULATED LOSS VALUE

The Stipulated Loss Value of each unit of Equipment shall be determined in accordance with Schedule I hereto.

INVESTMENT CREDIT

The first twelve (12) lines of Section 10(b) of the Lease are hereby amended for purposes of this Supplement to read as follows:

"(b) If as to any unit of Equipment Lessor shall not be entitled under any circumstances other than as set forth in paragraph (d) below to any portion or all of the maximum investment credit presently allowable under Section 38(a) of the Internal Revenue Code of 1954, as amended, for new property with a useful life of more than seven years on not less than the Reconstruction Cost of each such unit of Equipment, or if at any time Lessor shall lose, have recaptured

or be deemed not to be entitled to any portion or all of said maximum investment credit on the Reconstruction Cost of each such unit of Equipment under any circumstances other than as set forth in such paragraph (d), then Lessee. . . ."

DEPRECIATION

The first twelve (12) lines of Section 10(c) of the Lease are hereby amended for purposes of this Supplement to read as follows:

"(c) If Lessor in computing its Federal taxable income for any part of the lease term of any unit of Equipment shall under any circumstances other than as set forth in paragraph (d) below lose the benefit of or the right to claim or there shall be disallowed or recaptured all or any portion of depreciation deductions for Federal income tax purposes for such unit of Equipment based on depreciation of the Used Purchase Cost and the Reconstruction Cost of such unit over a depreciable life of 12 years to a net salvage value of 5% using any appropriate depreciation method for such Used Purchase Cost and such Reconstruction Cost, respectively, which Lessor, in its complete discretion, may select, then Lessee. . . ."

LESSEE'S WARRANTIES

Lessee hereby represents that all of its representations and warranties set forth in Section 5 of the Lease are true and correct as of the date hereof as though made on this date. Lessee further represents and warrants that:

(a) Lessee purchased the units of Equipment from The Union Pacific Railroad Company, all the units of Equipment being used equipment, and transferred possession of such units of Equipment to Hoover Aircraft Products Company for reconstruction purposes; from the time of the purchase of the used units of Equipment by Lessee to the

date hereof, the units of Equipment have not been used by any person, including Lessee, for the purpose of the transportation of passengers for hire, or for any other purpose except the reconstruction thereof; no person, including Lessee, has claimed any investment credit or amortization or depreciation deductions with respect to the units of Equipment since the date of Lessee's acquisition thereof; and Lessee has had full possession and control of the units of Equipment since such date of Lessee's acquisition thereof except during such periods as the cars have been in the possession of Hoover Aircraft Products Company for reconstruction purposes; and

(b) The units of Equipment, upon their conveyance to Lessor in accordance herewith, will be free of any lien, charge, security interest or encumbrance of any nature whatsoever, assuming the filing and recordation with the Interstate Commerce Commission under Section 20c of the Interstate Commerce Act of an Agreement dated as of the date hereof which has been executed and delivered by Lessee and the four (4) banks referred to in clause (iii) of that portion hereof entitled "Conditions to Lessor's Obligation" (a copy of said Agreement having been furnished to Lessor), which Agreement releases the lien granted to said banks under the Credit Agreement and the Chattel Mortgage referred to in said clause (iii).

COMMITMENT FEE

Lessee agrees to pay Lessor a commitment fee at a rate of $3/4$ of 1% per annum on the daily average of the amount of its \$663,443.31 commitment not paid by Lessor to Lessee hereunder. Such commitment fee shall be computed commencing on October 8, 1974 to and including the Commencement Date and shall be payable on the last day of each month occurring prior to the Commencement Date and on the Commencement Date for the period then ending.

ADDITIONAL PROVISIONS

Lessee shall pay the reasonable fees and expenses of Messrs. Mayer, Brown & Platt, counsel for Lessor, incurred in connection with the preparation, execution and delivery of this Supplement. The term "Equipment" as defined in Section 1 of the Lease shall be deemed to cover and include the rebuilt railroad passenger cars described in this Supplement.

CONDITIONS TO LESSOR'S OBLIGATION

Lessor shall not be obligated to make payment for any unit of Equipment under this Supplement unless at the date such payment is requested by Lessee: (a) All of Lessee's representations and warranties in Section 5 of the Lease and in this Supplement shall be true and correct as though made as of such date; (b) No litigation or governmental proceedings shall be threatened or pending against Lessee or any subsidiary which in Lessor's opinion may to a material extent adversely affect the financial condition or continued operation of Lessee and its subsidiaries on a consolidated basis; (c) No event of default, or event which might mature into an event of default, shall have occurred or be continuing; and (d) Lessee shall have furnished in form and substance satisfactory to Lessor: (i) resolutions of the Board of Directors of Lessee, certified by its Secretary or an Assistant Secretary, authorizing the lease of such Equipment hereunder and the execution, delivery and performance of the Lease and this Supplement, (ii) evidence of compliance with the insurance provisions of Section 8 of the Lease, (iii) a favorable opinion of counsel regarding the matters set forth in paragraphs (a) through (d) and (f) of Section 5 of the Lease (except that with respect to matters in paragraph (c) thereof dealing with other agreements to which Lessee is a party, counsel may rely on a certificate of the President of Lessee certifying that the agreements listed thereon are all agreements binding upon Lessee) and that, except for a Credit Agreement and Chattel Mortgage, each dated April 19, 1973 and each as amended, between Lessee and United States Trust Company of New York, Continental Illinois National Bank and Trust Company of Chicago, Atlantic National Bank of Jacksonville and Sanford Atlantic National Bank, the records of the Interstate Commerce Commission reveal no lien, charge, security interest or encumbrance of any nature whatsoever in respect of the Equipment, (iv) a bill of sale for such Equipment from Lessee to Lessor, with

customary warranties and dated the date hereof, and (v) such releases, financing statements, waivers and other documents as Lessor may reasonably request to insure that the Equipment will not be subject to any lien, charge, encumbrance, security interest or other similar interest, and that no unit of Equipment will become an accession to any property not leased under the Lease.

This Supplement is executed and delivered in accordance with the above-referenced Master Lease Agreement (the "Lease") between Lessee and Lessor, and this Supplement hereby becomes a part of the Lease. Riders C, E and F attached hereto and initialed by the parties constitute a part of this Supplement. Terms used in this Supplement which are defined in the Lease shall have the respective meanings therein given unless specifically defined in this Supplement or the context of this Supplement otherwise requires.

25th This Supplement is delivered at Chicago, Illinois this day of October, 1974.

AUTO-TRAIN CORPORATION
("Lessee")

CONTINENTAL ILLINOIS LEASING
CORPORATION ("Lessor")

By Richard H. Tolbert
Its Exec. V.P.

By Daniel J. Swett
Its LEASING OFFICER

Address:

1801 K Street, N. W.
Washington, D. C. 20006

Address:

231 South LaSalle Street
Chicago, Illinois 60693

DESCRIPTION OF EQUIPMENT:

| <u>Model</u> | <u>Road No.</u> | <u>Location</u> | <u>Acquisition Cost</u> |
|----------------------------|-----------------------|---|---|
| Four (4) half dome coaches | 900, 901, 903 and 908 | Delivery to be made to Lessee at Sanford, Florida | \$663,443.31 in the aggregate (or \$165,860.82 per car) |

SCHEDULE I

"Stipulated Loss Value" of any unit of Equipment covered by Supplement No. 5 to Lease No. 74-1057 as of a particular date shall mean the product derived from multiplying (i) the percentage figure opposite the notation for the appropriate rental period set forth in the table appearing below by (ii) the Acquisition Cost of such unit. Stipulated Loss Value does not include any amounts for which Lessor may be entitled to indemnification under Sections 9, 10(a) and 10(b) of the Lease.

STIPULATED LOSS VALUE TABLE

| | | <u>%</u> |
|------------------------------------|----|--------------|
| BEFORE PAYMENT NO. | 1 | 100.000000 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 2 | 100.074337 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 3 | 99.047873 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 4 | 98.008340 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 5 | 96.955640 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 6 | 95.880670 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 7 | 94.810331 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 8 | 93.747520 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 9 | 92.611134 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 10 | 91.491039 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 11 | 90.387221 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 12 | 89.299405 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 13 | 88.047755 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 14 | 86.871923 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 15 | 86.773654 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 16 | 86.665037 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 17 | 86.545992 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 18 | 86.416441 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 19 | 86.276303 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 20 | 86.125497 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 21 | 85.963941 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 22 | 85.791554 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 23 | 85.608253 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 24 | 85.413954 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 25 | 85.208574 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 26 | 84.992023 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 27 | 84.765495 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 28 | 84.528900 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 29 | 84.282166 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 30 | 84.025215 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 31 | 83.757770 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 32 | 83.480410 % |

**STIPULATED LOSS VALUE TABLE
(Continued)**

8

| | | | |
|------------------------------------|----|-----------|---|
| THEREAFTER, BUT BEFORE PAYMENT NO. | 33 | 83.192230 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 34 | 82.893076 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 35 | 82.584460 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 36 | 82.264550 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 37 | 81.933864 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 38 | 81.592321 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 39 | 81.240643 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 40 | 80.878755 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 41 | 80.506578 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 42 | 80.124032 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 43 | 79.731040 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 44 | 79.327522 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 45 | 78.913326 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 46 | 78.488582 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 47 | 78.052999 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 48 | 77.606564 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 49 | 77.149193 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 50 | 76.680805 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 51 | 76.202114 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 52 | 75.713042 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 53 | 75.213509 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 54 | 74.703436 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 55 | 74.182742 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 56 | 73.651345 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 57 | 73.109166 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 58 | 72.556120 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 59 | 71.992125 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 60 | 71.417097 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 61 | 70.830952 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 62 | 70.233606 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 63 | 69.625722 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 64 | 69.007221 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 65 | 68.378022 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 66 | 67.738042 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 67 | 67.087200 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 68 | 66.425413 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 69 | 65.752596 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 70 | 65.068666 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 71 | 64.373537 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 72 | 63.667125 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 73 | 62.949343 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 74 | 62.220105 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 75 | 61.480072 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 76 | 60.729164 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 77 | 59.967296 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 78 | 59.194305 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 79 | 58.410347 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 80 | 57.615097 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 81 | 56.808548 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 82 | 55.990616 | % |

STIPULATED LOSS VALUE TABLE
(Continued)

8

| | | | |
|------------------------------------|-----|-----------|---|
| THEREAFTER, BUT BEFORE PAYMENT NO. | 83 | 55.161212 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 84 | 54.320250 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 85 | 53.467641 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 86 | 52.603296 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 87 | 51.727875 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 88 | 50.841295 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 89 | 49.943470 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 90 | 49.034314 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 91 | 48.113741 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 92 | 47.181663 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 93 | 46.237993 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 94 | 45.282642 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 95 | 44.315521 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 96 | 43.336539 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 97 | 42.345607 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 98 | 41.342633 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 99 | 40.328276 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 100 | 39.302449 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 101 | 38.265063 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 102 | 37.216032 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 103 | 36.155266 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 104 | 35.082673 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 105 | 33.998167 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 106 | 32.901654 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 107 | 31.793044 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 108 | 30.672243 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 109 | 29.539159 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 110 | 28.393699 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 111 | 27.236517 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 112 | 26.067524 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 113 | 24.886631 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 114 | 23.693745 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 115 | 22.488777 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 116 | 21.271633 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 117 | 20.042220 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 118 | 18.800445 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 119 | 17.546214 | % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 120 | 16.279431 | % |
| THEREAFTER | | 15.000000 | % |

SCHEDULE II

Lease No. 74-1057

Continental Illinois Leasing Corporation
231 South LaSalle Street
Chicago, Illinois 60693

Request and Acceptance No. _____

Re: Master Lease Agreement
dated May 1, 1974

Supplement No. 5

Gentlemen:

As Lessee under the above-referenced Lease Agreement and Supplement, we hereby request you to pay the following invoices to the vendors indicated for the acquisition, reconstruction and delivery of the railroad passenger cars described in such invoices:

| <u>Vendor</u> | <u>Invoice No.</u> | <u>Amount</u> |
|---------------|--------------------|---------------|
|---------------|--------------------|---------------|

We hereby (1) represent that all of our representations and warranties set forth in Section 5 of the above-referenced Lease Agreement and in said Supplement are true and correct as of the date hereof as though made on this date, (2) accept such passenger cars described in said invoices for lease under said Lease Agreement, and (3) evidence the lease of such passenger cars.

The Used Purchase Cost, Reconstruction Cost and Acquisition Cost of each such passenger car is as follows:

| <u>Road No.</u> | <u>Used Purchase Cost</u> | <u>Reconstruction Cost</u> | <u>Acquisition Cost</u> |
|-----------------|-------------------------------|--------------------------------|-----------------------------|
|-----------------|-------------------------------|--------------------------------|-----------------------------|

Dated: _____, 1974.

AUTO-TRAIN CORPORATION, Lessee

By _____
Its _____

Accepted:

CONTINENTAL ILLINOIS LEASING CORPORATION

By _____
Its _____

Dated: _____, 1974.

(3-73)



CONTINENTAL ILLINOIS LEASING CORPORATION

231 SOUTH LA SALLE STREET, CHICAGO, ILLINOIS 60693

RIDER C

LEASE NO. 74-1057

SUPPLEMENT NO. 5

RENEWAL OPTION (FAIR MARKET RENTAL VALUE)

Lessee shall have the option to renew for two (2) additional renewal terms ("renewal terms") of twelve (12) months each the lease term of the Equipment described in the above-referenced Supplement ("this Supplement") then under lease provided no event of default or event which might mature into an event of default has occurred and is then continuing immediately prior to the commencement of the renewal term being then elected by Lessee. If Lessee desires to exercise any such option to renew, it shall give Lessor written notice of its election to renew at least 90 days (and not more than 180 days) prior to the commencement of the renewal term then being elected stating Lessee's opinion as to the fair market rental value for the Equipment during such renewal term, and upon the expiration of the then current term the lease of such Equipment shall be renewed for such renewal term at the fair market rental value as hereinafter provided. A determination shall be made of the fair market rental value of the Equipment as of the date of the expiration of such current term. If Lessee and Lessor are unable to agree upon such fair market rental value within 30 days after receipt by Lessor of such notice, such fair market rental value shall be determined by an independent appraiser selected by mutual agreement of Lessor and Lessee. The fee of such appraiser shall be paid by Lessee. All of the provisions of the Lease and this Supplement shall be applicable during any such renewal term except for the amount of each installment of rent which shall be as hereinabove provided. "Lease term" as used in the Lease and this Supplement shall, except where the context otherwise requires, be deemed to include any such renewal term.

Lessor: Continental Illinois Leasing Corporation (Initials: DLB)

Lessee: AUTO-TRAIN CORPORATION (Initials: RMT)

(3-73)



CONTINENTAL ILLINOIS LEASING CORPORATION

231 SOUTH LA SALLE STREET, CHICAGO, ILLINOIS 60693

RIDER E

LEASE NO. 74-1057

SUPPLEMENT NO. 5

**PURCHASE OPTION
(FAIR MARKET VALUE)**

Anything in Sections 6(a) and 11 of the Lease to the contrary notwithstanding, Lessee shall have an option (the "Purchase Option") to purchase for cash the Equipment described in the above-referenced Supplement ("this Supplement") then under lease upon the last business day on or prior to the expiration of the lease term specified therefor in this Supplement provided no event of default or event which might mature into an event of default has occurred and is then continuing.

If Lessee desires to exercise the Purchase Option, it shall give to Lessor written notice of its election to purchase at least 90 days (and not more than 180 days) before the expiration of such lease term, stating Lessee's opinion as to the fair market value of the Equipment, and upon expiration of such lease term, Lessee shall purchase the Equipment and shall pay to Lessor in immediately available funds the purchase price for the Equipment, determined as hereinafter provided. The purchase price of the Equipment shall be the fair market value thereof as of the date of purchase. If Lessee and Lessor are unable to agree upon the fair market value of the Equipment within 30 days after receipt by Lessor of such notice, such fair market value shall be determined by an independent appraiser selected by mutual agreement of Lessor and Lessee. The fee of such appraiser shall be paid by Lessee. Upon payment by Lessee to Lessor of the purchase price for the Equipment at such expiration, and upon payment by Lessee of all rent and any other amounts owing to Lessor under the Lease and this Supplement, Lessor shall transfer to Lessee, without any representation or warranty of any kind, express or implied, whatever title to such Equipment Lessor may have.

Lessor: Continental Illinois Leasing Corporation (Initials: ML)

Lessee: AUTO-TRAIN CORPORATION (Initials: AT)



CONTINENTAL ILLINOIS LEASING CORPORATION

231 SOUTH LA SALLE STREET, CHICAGO, ILLINOIS 60693

RIDER F

LEASE NO. 74-1057

SUPPLEMENT NO. 5

TERMINATION OPTION

Lessee may, at its option, elect to terminate the lease of the Equipment described in the above-referenced Supplement ("this Supplement") then under lease as of any rent payment date (the "termination date") after the 84 month of the term of such lease, upon not less than ninety (90) days prior written notice of such election given to Lessor and upon payment to Lessor on or before the termination date of the Termination Value as defined in Schedule III to this Rider F and determined as of the termination date; provided, however, that if Lessor shall sell or lease the Equipment to a third party on or before the termination date, then the Termination Value to be paid by Lessee to Lessor as above provided shall be reduced by an amount (the "Termination Credit") equal to the excess of (A) either (i) the consideration received or to be received by Lessor from such third party for any such sale, or (ii) the consideration received or to be received by Lessor from such third party for any such lease, and (B) the then anticipated residual value of the Equipment at the end of the full lease term thereof under this Supplement (such anticipated residual value, if not determined by agreement of Lessor and Lessee, to be determined by an independent appraiser designated by Lessor, and the fee of which appraiser is to be paid by Lessee); it being understood, however, that Lessee shall in no event be entitled to any Termination Credit in excess of such Termination Value on account of any such sale or lease, and that if such Termination Credit is equal to or greater than such Termination Value, Lessee shall have no obligation to make payment as above provided.

For purposes of the foregoing provisions of this Rider F: (a) Lessor shall give Lessee at least ten (10) days advance notice before selling or leasing (or entering into a binding agreement to sell or lease) the Equipment to a third party, (b) Lessee shall have the right at any time during the 90-day period immediately preceding the termination date to select a third party purchaser or lessee of the Equipment from Lessor, and Lessor shall upon Lessee's request sell or lease (as Lessee shall specify) the Equipment to such third party (provided that Lessor shall not prior to Lessor's receipt of such request have sold or leased or entered into a binding agreement to sell or lease the Equipment, and provided further that Lessor shall be satisfied as to the credit of such third party and the terms and documentation of such sale or lease), (c) in the case of a sale or lease to a third party, the consideration received or to be received by Lessor shall be deemed to be the sum of (i) the amount of all cash consideration actually received as of the termination date plus (ii) the present value of all consideration thereafter to be received in cash, such present value to be equal to the sum of the respective present values of all installments of purchase price or lease rental thereafter payable, the present value of each such installment to be determined by discounting the amount of such installment at the rate of 8.5% per annum compounded from the termination date to the date such installment is payable, (d) Lessee shall have the right at any time during the above-mentioned 90-day period to withdraw and rescind its notice of termination by so notifying Lessor, provided that Lessor shall not, prior to Lessor's receipt of such notice of withdrawal and rescission, have sold or leased the Equipment or entered into a binding agreement to sell or lease the Equipment to a third party, (e) a sale by Lessor of the Equipment "subject to Lessee's rights under this Lease Agreement" which is permitted to Lessor under Section 14 of the Lease at any time during the lease term shall not be deemed such a sale of Equipment by Lessor to a third party as is herein described giving rise to a Termination Credit, and (f) a sale of the Equipment by Lessor to a third party as herein contemplated shall be deemed a transfer of title thereto made with the written consent of Lessee for purposes of clause (iii) of Section 10(d) of the Lease.

Lessor: Continental Illinois Leasing Corporation (Initials: DB)

Lessee: AUTO-TRAIN CORPORATION (Initials: RAO)

SCHEDULE III

"Termination Value" of any unit of Equipment covered by Supplement No. 5 to Lease No. 74-1057 as of a particular date shall mean the product derived from multiplying (i) the percentage figure opposite the notation for the appropriate rental period set forth in the table appearing below by (ii) the Acquisition Cost of such unit. Termination Value does not include any amounts for which Lessor may be entitled to indemnification under Sections 9, 10(a) and 10(b) of the Lease.

TERMINATION VALUE TABLE

| | | <u>%</u> |
|------------------------------------|-----|-------------|
| BEFORE PAYMENT NO. | 34 | 50.866025 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 35 | 49.971445 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 36 | 49.065141 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 37 | 48.147755 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 38 | 47.219205 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 39 | 46.279409 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 90 | 45.323233 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 91 | 44.365742 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 92 | 43.391703 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 93 | 42.406078 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 94 | 41.403734 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 95 | 40.399732 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 96 | 39.378835 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 97 | 38.346006 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 98 | 37.301156 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 99 | 36.244926 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 100 | 35.177230 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 101 | 34.097984 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 102 | 33.007102 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 103 | 31.904498 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 104 | 30.790034 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 105 | 29.663772 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 106 | 28.525476 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 107 | 27.375104 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 108 | 26.212539 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 109 | 25.037778 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 110 | 23.850642 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 111 | 22.651799 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 112 | 21.441161 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 113 | 20.218641 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 114 | 18.984151 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 115 | 17.737602 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 116 | 16.478993 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 117 | 15.207932 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 118 | 13.924699 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 119 | 12.629011 % |
| THEREAFTER, BUT BEFORE PAYMENT NO. | 120 | 11.320808 % |
| THEREAFTER | | 10.000000 % |

