

FIRST AMENDMENT TO STATION LEASE
(Laurel, MS)

This First Amendment to Lease ("First Amendment") is made this _ day of _____, 2018 by and between the City of Laurel, Mississippi ("Lessor") and National Railroad Passenger Corporation, ("Lessee").

BACKGROUND

A. Lessor and Lessee entered into a lease dated April 14, 1994 ("Lease") pursuant to which Lessor leased to Lessee certain space in Lessor's train station located at 230 North Maple Street, Laurel, Mississippi 39440, commonly known as the "Laurel Train Station" ("Station").

B. In accordance with Section 19 of the Lease, on January 3, 2008, Lessee exercised its 10 year renewal option.

C. Lessor and Lessee desire, *inter alia*, to amend certain terms of the Lease on the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the covenants and obligations hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties here to intending to be legally bound hereby agree as follows:

- I. The effective date of this First Amendment shall be July 1, 2018 ("Effective Date").
2. Section 19 of the Lease is hereby deleted in its entirety and replaced with the following:

"The term of the Lease shall be automatically extended for five (5) years, commencing on the Effective Date and expiring on June 30, 2023 ("First Extension Term"). Lessee is hereby granted two (2) options to extend the term of the Lease (each an "Option" or collectively "Options") for five (5) years each (each an "Extension Term" or collectively "Extension Terms"). All renewal terms shall be on the same terms and conditions as set forth in the Agreement. Lessee shall notify Lessor in writing of its intention to renew this Lease at least thirty (30) days prior to the expiration of the then current term."

3. Section 17 of the Lease is hereby amended to provide that any notices to be provided to Lessee as set forth therein shall be delivered to Lessee at:

"AMTRAK"
30th Street Station, 5th Floor South
Philadelphia, PA 19104
Attn: Senior Director
Real Estate Development"

4. All capitalized terms used herein and not otherwise defined shall have the same

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meaning as in the Lease.

5. Except as expressly amended hereby, the Lease shall remain in unmodified and in full force and effect. The term "Lease" shall mean the Lease as amended hereby, and as the parties may amend it from time to time.

IN WITNESS THEREOF, the undersigned, intending to be legally bound hereby, have executed this First Amendment to Station Lease as of the day and year first written above.

Witness:

LAUREL:
CITY OF LAUREL

BY: _____ (Seal)

Name:
Title: Mayor

Witness:

LESSEE:
NATIONAL RAILROAD PASSENGER CORPORATION

BY: _____

Name: William Bartlett Bush
Title: Vice President
Real Estate Stations and Facilities