

3000 - D

RECORDATION NO. .... Filed & Recorded

ASSIGNMENT OF LEASE AND AGREEMENT JUL 18 1975 - 9 15 AM

INTERSTATE COMMERCE COMMISSION

THIS ASSIGNMENT OF LEASE AND AGREEMENT dated as of June 1, 1975, by and between SEATTLE-FIRST NATIONAL BANK, a national banking association, not in its individual capacity but solely as Trustee under a Trust Agreement dated May 1, 1975 (the "Lessor"), and FEDERAL FINANCING BANK, an instrumentality of the United States of America, as Assignee (the "Federal Financing Bank"), under an Agreement and Assignment dated as of June 1, 1975, between General Electric Company (the "Builder") and the Federal Financing Bank.

WHEREAS, National Railroad Passenger Corporation (the "Railroad") has entered into a Conditional Sale Agreement dated as of June 1, 1975 (the "Conditional Sale Agreement"), with the Builder providing for the sale to the Railroad of the locomotives (the "Units") described in Schedule A thereto as are delivered to and accepted by the Railroad thereunder; and

WHEREAS, the Lessor and the Railroad have entered into an Equipment Lease dated as of June 1, 1975 (the "Lease", and the Railroad in its capacity as lessee thereunder being hereinafter called the "Lessee"), providing for the leasing by the Lessor to the Lessee of the Units; and

WHEREAS, the Lessor has agreed to assume the obligations of the Railroad under the Conditional Sale Agreement pursuant to a Sale and Lease Back Agreement dated as of June 1, 1975, between the Lessor and the Railroad; and

WHEREAS, in order to provide security for the obligations of the Lessor under the Conditional Sale Agreement and as an inducement to the Federal Financing Bank to purchase the Conditional Sale Indebtedness (as that term is defined in the Conditional Sale Agreement), the Lessor has agreed to assign for security purposes its rights in, to and under the Equipment Lease to the Federal Financing Bank;

NOW, THEREFORE, in consideration of the premises and of the payments to be made and the covenants hereinafter mentioned to be kept and performed, the parties hereto agree as follows:

Section 1. Subject to the provisions of Section 9 hereof, the Lessor hereby assigns, transfers and sets over unto the Federal Financing Bank, as collateral security for the payment and performance of the Lessor's obligations under the Conditional Sale Agreement, all the Lessor's right, title and interest, powers, privileges and other benefits under the Equipment Lease, including, without limitation, the immediate right to receive and collect all rentals, profits and other sums payable to or receivable by the Lessor from the Lessee under or pursuant

to the provisions of the Equipment Lease whether as rent, casualty payment, indemnity, liquidated damages or otherwise (such moneys not so excepted being hereinafter called the Payments), and the right to make all waivers and agreements, to give all notices, consents and releases, to take all action upon the happening of an event of default specified in the Equipment Lease, and to do any and all other things whatsoever which the Lessor is or may become entitled to do under the Equipment Lease; provided, however, that the foregoing assignment shall not include (or in any way limit the right of the Lessor to exercise) the right at any time to demand and receive (i) any amounts which may be payable to the Lessor pursuant to Sections 6, 10.2 or 15 of the Equipment Lease and (ii) that portion of the rent made up of an amount equal to the Guaranty Fee (defined in the Equipment Lease) which the Lessor, as Trustee, is required to disburse pursuant to the Government Guaranty (defined in the Equipment Lease); provided, further, that the foregoing assignment shall not limit the right of the Lessor to give notice of an event of default under the Equipment Lease and proceed under Section 16 thereof. In furtherance of the foregoing assignment, the Lessor hereby irrevocably authorizes and empowers the Federal Financing Bank in its own name, or the name of its nominee, or in the name of the Lessor or as its attorney, to ask, demand, sue for, collect and receive any and all sums to which the Lessor is or may become entitled under the Equipment Lease, subject to the provisions in the preceding

sentence, and to enforce compliance by the Lessee with all the terms and provisions thereof.

The Federal Financing Bank agrees to accept any Payments made by the Lessee for the account of the Lessor pursuant to Section 2 of the Equipment Lease. To the extent received, the Federal Financing Bank will apply such Payments to satisfy the obligations of the Lessor and the Railroad under the Conditional Sale Agreement. So long as no event of default (or event which, with notice or lapse of time, or both, could constitute an event of default) under the Conditional Sale Agreement shall have occurred and be continuing, any balance shall be paid to the Lessor.

Section 2. This Assignment is executed only as security and, therefore, the execution and delivery of this Assignment shall not subject the Federal Financing Bank to, or transfer, or pass, or in any way affect or modify the liability of the Lessor under the Equipment Lease, it being understood and agreed that notwithstanding this Assignment or any subsequent assignment, all obligations of the Lessor to the Lessee shall be and remain enforceable by the Lessee, its successors and assigns, against, and only against, the Lessor or persons other than the Federal Financing Bank. Except to the extent provided in this Assignment, the Assignment shall not affect or modify the liability of

the Lessor or Lessee under the Equipment Lease.

Section 3. The Lessor does hereby constitute the Federal Financing Bank the Lessor's true and lawful attorney, irrevocably, with full power (in the name of the Lessor, or otherwise), to ask, require, demand, receive, compound and give acquittance for any and all Payments due and to become due under or arising out of the Equipment Lease to which the Lessor is or may become entitled, to enforce compliance by the Lessee with all the terms and provisions of the Equipment Lease, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings which to the Federal Financing Bank may seem to be necessary or advisable in the premises.

Section 4. Upon the full discharge and satisfaction of all the Lessor's obligations under the Conditional Sale Agreement, this Assignment and all rights herein assigned to the Federal Financing Bank shall terminate, and all estate, right, title and interest of the Federal Financing Bank in and to the Equipment Lease shall revert to the Lessor; provided, however, that if the Lessee shall purchase any Units from the Lessor pursuant to the provisions of the Equipment Lease, this Assignment shall terminate in respect of the Units so purchased at the time of such

purchase, and, provided further that if the Lessee exercises any purchase option pursuant to Sections 3, 7, 8, and 22.1(a) or (b) of the Equipment Lease, whereby Lessee agrees to assume and pay the then remaining unpaid balance of the Conditional Sale Indebtedness, including interest thereon, if any, the Federal Financing Bank, on request of the Lessor, will execute and deliver to the Lessor a full and complete release of any and all further liability for said Conditional Sale Indebtedness.

Section 5. If an event of default under the Conditional Sale Agreement shall occur and be continuing, the Federal Financing Bank may apply all Payments against the amounts due and payable under the Conditional Sale Agreement and may otherwise enforce all the rights and remedies of the Lessor under the Equipment Lease and apply all proceeds from such exercise against the amounts due and payable under the Conditional Sale Agreement.

Section 6. The Lessor will, from time to time, do and perform any other act and will execute, acknowledge, deliver and file, register, deposit and record (and will refile, reregister, rerecord or redeposit whenever required) any and all further instruments required by law or reasonably requested by the Federal Financing Bank in order to confirm the interests of the Federal Financing Bank hereunder.

Section 7. The Federal Financing Bank may assign all, but not less than all, of the rights assigned to it hereby or arising under the Equipment Lease, including, without limitation, the right to receive Payments due or to become due. In the event of any such assignment, any such subsequent or successive assignee or assignees shall enjoy all the rights and privileges and be subject to all the obligations of the Federal Financing Bank hereunder. Any such subsequent or successive assignee or assignees shall be either an insurance company, a commercial or savings bank, a pension fund, a financial institution or recognized standing organized under the laws of the United States or any state thereof, or an agency or instrumentality of the United States Government.

Section 8. This Assignment shall be governed by the laws of the District of Columbia, but the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act. This Assignment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original and in each case such counterparts shall constitute but one and the same instrument.

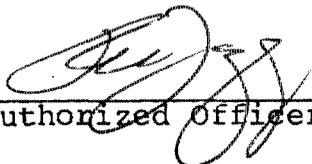
Section 9. The Federal Financing Bank hereby agrees with the Lessor that the Federal Financing Bank will not, so long as no event of default under the Equipment Lease or an event of

default under the Conditional Sale Agreement has occurred and is then continuing, exercise or enforce, or seek to exercise or enforce, or avail itself of, any of the rights, powers, privileges, authorizations or benefits assigned and transferred by the Lessor to the Federal Financing Bank by this Assignment, except as specifically contemplated by the provisions of this Assignment, and the Federal Financing Bank agrees that the Lessor may continue to exercise such rights, powers, privileges, authorizations and benefits until the occurrence of such an event of default. The Federal Financing Bank acknowledges that the Lessee as an accommodation to the parties to this transaction has agreed to remit that portion of the rent due the Lessor which is equal to the then current installment of the Conditional Sale Indebtedness directly to the Federal Financing Bank for application on the Conditional Sale Indebtedness. Federal Financing Bank agrees to notify Lessor immediately if any such payments are not timely made.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by officers thereunto duly authorized, and their respective corporate seals to be affixed and duly attested, all as of the date first above written.

SEATTLE-FIRST NATIONAL BANK,  
a national banking association,  
as Trustee,

By

  
Authorized Officer

R.M. DAGG  
ASST. VICE PRESIDENT  
& TRUST OFFICER



CITY OF WASHINGTON, )  
DISTRICT OF COLUMBIA, )

ss.:

On this 8<sup>th</sup> day of July, 1975, before me personally appeared Ralph M. Solber, to me personally known, who, being by me duly sworn, says that he is an authorized officer of FEDERAL FINANCING BANK, that the foregoing instrument was signed 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.

Wayne Russell  
NOTARY PUBLIC

[Seal]

My Commission expires: 9/30/76

ACKNOWLEDGMENT OF NOTICE OF ASSIGNMENT

Receipt of a copy of, and due notice of the Assignment made by, the foregoing Assignment of Lease and Agreement is hereby acknowledged as of July 8, 1975.

NATIONAL RAILROAD PASSENGER  
CORPORATION

BY

Don H. Gray  
Authorized Officer