

ASSIGNMENT AND AGREEMENT dated as of December 1, 1973 (hereinafter called "this Agreement"), from Continental Illinois National Bank and Trust Company of Chicago (hereinafter called the "Bank") to Harris Trust and Savings Bank, as Agent (hereinafter called the "Agent") for the institutional Lenders named in Schedule A to the Finance Agreement dated as of December 1, 1973 (hereinafter called the "Finance Agreement"), among the Agent, the Bank and said Lenders.

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RECORDATION NO. _____ Filed & Recorded

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INTERSTATE COMMERCE COMMISSION

WHEREAS General Motors Corporation (Electro-Motive Division) (hereinafter called the "Builder") and National Railroad Passenger Corporation (hereinafter called "Amtrak") have entered into a Conditional Sale Agreement dated as of June 1, 1973 (hereinafter called the "Conditional Sale Agreement"), providing for the sale to Amtrak of the locomotives described in Schedule A thereto (hereinafter called the "Equipment"); and

WHEREAS certain interests of the Builder under the Conditional Sale Agreement were assigned to the Bank pursuant to an Agreement and Assignment dated as of June 1, 1973 (hereinafter called the "First Conditional Sale Assignment"); and

WHEREAS Continental Illinois National Bank and Trust Company of Chicago, Trustee under a Trust Agreement dated as of January 31, 1973 (hereinafter called the "Trustee"),

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purchased the Equipment from Amtrak under a Sale and Leaseback Agreement dated as of June 1, 1973 (hereinafter called the "Sale and Leaseback") and then leased the Equipment back to Amtrak pursuant to an Equipment Lease dated as of June 1, 1973 (hereinafter called the "Lease"); and

WHEREAS certain interests of the Trustee under the Lease were assigned to the Bank pursuant to an Assignment of Lease and Agreement dated as of June 1, 1973 (hereinafter called the "Lease Assignment"); and

WHEREAS said Conditional Sale Agreement and First Conditional Sale Assignment, Sale and Leaseback, Lease and Lease Assignment were filed with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act and assigned recordation numbers 7073, 7073-A, 7073-B and 7073-C, respectively.

NOW, THEREFORE, in consideration of payment to the Bank as of the date hereof of an amount equal to the unpaid Conditional Sale Indebtedness (as defined in the Conditional Sale Agreement) and other good and valuable consideration paid by the Agent to the Bank, the receipt of which is hereby acknowledged:

1. The Bank hereby assigns, transfers and sets over unto the Agent all the Bank's right, title, interest, powers, privileges, remedies and other benefits under the

Conditional Sale Agreement and the Lease, and in and to any and all amounts which may be or become due or owing to the Vendor (as defined in the Conditional Sale Agreement) on account of the indebtedness in respect of the Purchase Price (as defined in the Conditional Sale Agreement) of the Equipment and interest thereon, and in and to any other sums becoming due from Amtrak under the Conditional Sale Agreement or the Lease, other than those excluded pursuant to the First Conditional Sale Assignment or the Lease Assignment, subject to the provisions of the Guaranty Agreement among the Federal Railroad Administrator on behalf of the Secretary of the Department of Transportation (hereinafter called the "Administrator"), Amtrak, the Bank and the Trustee, dated June 20, 1973 (hereinafter called the "Original Guaranty Agreement"), and the provisions of the Guaranty Agreement between the Administrator and the Agent dated December 27, 1973, and without any recourse against the Bank for or on account of the failure of Amtrak to make any of the payments provided for in, or otherwise to comply with, any of the provisions of the Conditional Sale Agreement or the Lease. It is understood and agreed that the Bank makes no representations or warranties to the Agent in respect of the subject matter hereof, other than that the Bank has not taken any action which would impair the rights, titles and interests assigned to it pursuant to the First

Conditional Sale Assignment and the Lease Assignment (other than entering into the Original Guaranty Agreement), and other than as provided in Sections 1 and 2(g) of the Finance Agreement.

2. In furtherance of the foregoing, the Bank hereby authorizes and empowers the Agent, in the Agent's own name, or in the name of the Agent's nominee, or in the name of and as attorney hereby irrevocably constituted for the Bank, to ask, demand, sue for, collect, receive, compound and give acquittance for any and all sums to which the Agent is or may become entitled under this Agreement, to enforce compliance by Amtrak with the terms and agreements on its part to be performed under the Conditional Sale Agreement and the Lease, at the expense and liability and for the sole benefit of the Agent, 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 Agent may seem to be necessary or advisable under the Conditional Sale Agreement or the Lease.

3. The Bank will from time to time and at all times, at the request of the Agent or its successors or assigns, make, execute, acknowledge, deliver and file, register, deposit and record (and will refile, re-register, re-record or re-deposit whenever required) any and all such

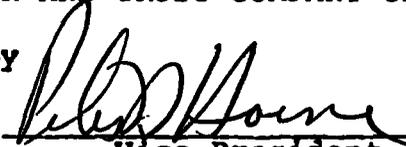
further instruments of assignment, transfer and assurance, and do such further acts and things as may be necessary and appropriate in the premises to give effect to the provisions hereinabove set forth and more perfectly to confirm the rights, titles and interests hereby assigned and transferred to the Agent or intended so to be.

4. The Agent may reassign all or any of the rights assigned to it hereunder.

5. This Agreement shall be governed by the laws of the State of Illinois, but the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act.

IN WITNESS WHEREOF, the Bank has caused this instrument to be executed in its corporate name by its officer thereunto duly authorized, and its corporate seal to be hereunto affixed and duly attested, all as of the date first above written.

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO,

by 
 Vice President

[Corporate Seal]

Attest:

 Commercial Banking Officer

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this *18th* day of December 1973, before me personally appeared *Peter D. Horne*, to me personally known, who, being by me duly sworn, says that he is a Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that the seal 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.

Eleanor A. Alekna
Notary Public

[Notarial Seal]

My Commission expires: *12/12/76*

ACKNOWLEDGEMENT OF NOTICE OF ASSIGNMENT

NATIONAL RAILROAD PASSENGER CORPORATION and
CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF
CHICAGO, as Trustee under a Trust Agreement dated as of
January 31, 1973, hereby acknowledge due notice of and con-
sent to the assignment made by the foregoing Assignment and
Agreement dated as of December 1, 1973.

Dated: December 27, 1973.

NATIONAL RAILROAD PASSENGER
CORPORATION,

by

Robert C. Moore
Vice President

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO, as
Trustee,

by

[Signature]
SECOND Vice President

GUARANTY BY DEPARTMENT OF TRANSPORTATION

The Federal Railroad Administrator on behalf of the Secretary of the Department of Transportation of the United States of America (hereinafter called the "Administrator"), does hereby guarantee to Harris Trust and Savings Bank, as Agent, named in the foregoing Assignment and Agreement dated as of December 1, 1973 (and to the Lenders, and their successors and assigns, referred to therein, for whom the Agent is acting), the prompt payment by National Railroad Passenger Corporation (hereinafter called "Amtrak") of the unpaid Conditional Sale Indebtedness and interest thereon under the Conditional Sale Agreement (referred to in said Assignment and Agreement), pursuant to and in accordance with the Guaranty Agreement dated December 27, 1973, among the Administrator, as Guarantor, and Harris Trust and Savings Bank, as Agent on behalf of the Lenders, their successors and assigns.

The Administrator, pursuant to the Addenda annexed to said Conditional Sale Agreement, approves the assignment or transfer made by the foregoing Assignment and Agreement, and the acquisition by the Lenders named in Schedule A to the Finance Agreement referred to therein, and their successors and assigns, of interests therein. The Admin-

