

RECORDATION NO. 7457-8 Filed & Recorded

MAY 10 1977 -2 10 PM

INTERSTATE COMMERCE COMMISSION

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INTERSTATE COMMERCE COMMISSION

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MAY 10 2 07 PM '77
I.C.C.
OPERATION BR.

Amtrak



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SECRETARY
INTERSTATE COMMERCE COMMISSION
Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION

7-135A146
MAY 10 1977
40

Dear Sir:

Washington, D.C.

There are submitted herewith for filing with the Commission pursuant to Section 20c of the Interstate Commerce Act six executed copies of:

- 1) an Amendment Agreement dated as of March 31, 1977 among the National Railroad Passenger Corporation (hereinafter referred to as "Amtrak"), General Motors Corporation (Electro-Motive Division) (hereinafter referred to as "EMD") and Federal Financing Bank (hereinafter referred to as the "Lender") with respect to a Conditional Sale Agreement dated as of February 1, 1974 between EMD, as vendor, and Amtrak, as Vendee, (hereinafter referred to as the "Conditional Sale Agreement"), and with respect to an Agreement and Assignment (hereinafter referred to as the "Agreement and Assignment") dated as of February 1, 1974 between EMD, as assignor, the Bank of America National Trust and Savings Association (hereinafter referred to as the "Interim Lender"), as assignee, (the Interim Lender being the assignor of the Conditional Sale Indebtedness to the Lender under an Assignment and Agreement dated as of October 1, 1974, hereinafter the "Assignment and Agreement"); and
- 2) an Amendment Agreement dated as of March 31, 1977 among First Security Bank of Utah, National Association, as Trustee (hereinafter referred to as the "Trustee"), Amtrak, and the Lender with respect to an Equipment Lease dated as of February 1, 1974 between the Trustee, as lessor, and Amtrak, as lessee (hereinafter

*Copy of this Agreement for record
Richard W. Linneman*

referred to as the "Equipment Lease"), and with respect to an Assignment of Lease and Agreement dated as of February 1, 1974 between the Trustee, as assignor, and the Interim Lender, as assignee (hereinafter referred to as the "Assignment of Lease and Agreement"); and

- 3) an Amendment Agreement dated as of March 31, 1977 between Amtrak and the Trustee with respect to a Sale and Lease Back Agreement dated as of February 1, 1974 between Amtrak and the Trustee (hereinafter referred to as the "Sale and Lease Back Agreement"); and
- 4) an Amendment Agreement dated as of March 31, 1977 among the Deputy Federal Railroad Administrator of the United States Department of Transportation, the Trustee, and the Lender with respect to a Guaranty Agreement dated March 29, 1974 among the Federal Railroad Administrator, the Trustee and the Interim Lender (hereinafter referred to as the "Guaranty Agreement").

The Conditional Sale Agreement, the Agreement and Assignment, the Equipment Lease, the Assignment of Lease and Agreement and the Guaranty Agreement were filed with the ICC on March 29, 1974 at 4:35 p.m. The previous amendments to the above documents and the Assignment and the Agreement were filed with the Commission on June 28, 1974 at 2:45 p.m. and October 11, 1974 at 3:20 p.m. The recordation numbers assigned to the above-described documents are set forth hereinbelow:

<u>Document</u>	<u>Recordation Number</u>
Conditional Sale Agreement	7457
Sale and Lease Back Agreement	7457A
Equipment Lease	7457B
Assignment of Lease and Agreement	7457C
Guaranty Agreement	7457D
Amendment to the Conditional Sale Agreement	7457E
Amendment to the Equipment Lease and to the Assignment of Lease and Agreement	7457F
Amendment to the Guaranty Agreement	7457G

<u>Document</u>	<u>Recordation Number</u>
Amendment to the Conditional Sale Agreement, the Equipment Lease, and the Assignment of Lease and Agreement	7457H
Assignment and Agreement	7457I

The documents listed above relate to the financing of 81 General Motors diesel electric locomotives model SDP40F, AAR mechanical designation CC, bearing Amtrak road numbers 540-620, inclusive. The Amendment Agreements give Amtrak permission to make certain modifications to up to 81 locomotives, including conversion to the AAR mechanical designation BB. The addresses of the parties to the above-listed documents are as follows:

General Motors Corporation
(Electro-Motive Division)
LaGrange, Illinois 60525

National Railroad Passenger
Corporation
955 L'Enfant Plaza North, S.W.
Washington, D.C. 20024

Attention: Secretary

First Security Bank of Utah,
National Association
79 South Main Street
Salt Lake City, Utah 84111

Attention: Trust Department

Bank of America National Trust
and Savings Association
Bank of America Center
Box 37070
San Francisco, California 94137

Attention: National Division-Leasing

Department of the Treasury
Main Treasury Building
Room 3048
Washington, D. C. 20220

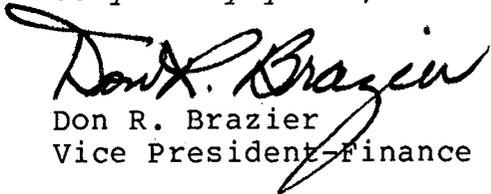
Attention: Secretary, Federal
Financing Bank

Secretary
Interstate Commerce Commission
Page 4

Enclosed is a check in the amount of \$40 for the required recordation fee.

Please accept for recordation two copies of each of these documents. Stamp the remaining with the appropriate recordation number and return them to the person delivering the same together with your fee receipt.

Very truly yours,


Don R. Brazier
Vice President-Finance

enc.

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AMENDMENT AGREEMENT dated as of

7457-D
Filed & Recorded
MAY 10 1977 - 2 12 PM
INTERSTATE COMMERCE COMMISSION

March 31, 1977, between FIRST SECURITY BANK

OF UTAH, NATIONAL ASSOCIATION, as Trustee

(hereinafter called the Trustee), under a

Trust Agreement dated as of January 1, 1974,

and NATIONAL RAILROAD PASSENGER CORPORATION

(hereinafter called the Railroad).

WHEREAS the Trustee and Railroad have entered into a Sale and Lease Back Agreement dated as of February 1, 1974 (the Sale and Lease Back Agreement) for the sale by the Railroad to the Trustee of units of railroad equipment and have entered into an Equipment Lease dated as of February 1, 1974 (the Original Lease) for the lease by the Railroad from the Trustee of said units of railroad equipment, as described in Schedule A of the Original Lease;

WHEREAS the Sale and Lease Back Agreement and the Original Lease were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on March 29, 1974, at 4:35 p.m. and were assigned recordation numbers 7457-A and 7457-B, respectively;

WHEREAS the Original Lease has been amended in certain respects (the Original Lease, as amended and supplemented to the date hereof, being hereinafter called the Lease); and

WHEREAS the parties hereto have agreed to amend further the Lease to provide that certain modifications may

be made to up to 81 units of railroad equipment leased to Railroad under the Lease, and the parties also desire to amend the Sale and Lease Back Agreement for the above purpose.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. The second parenthetical in the fifth sentence of Article 3 is hereby amended to read as follows:

(excluding, however, any amounts paid by the Railroad to the Trustee pursuant to Sections 6, 10.2, 16.1 or 16.5 of the Lease).

2. Article 5 of the Sale and Lease Back Agreement is hereby amended to read as follows:

ARTICLE 5. In the event that the Railroad shall purchase any Items of Equipment pursuant to Section 16.1 or 16.5 of the Lease, the Trustee shall have no further obligation with respect thereto under the Conditional Sale Agreement, including, without limitation, the obligation to pay the instalments of the Conditional Sale Indebtedness with respect to such Items of Equipment becoming due after the date of purchase or interest thereafter accruing, or (in the case of a purchase made on December 15 of any calendar year (or earlier, pursuant to an agreement of the parties) pursuant to Section 16.5 of the Lease), becoming due after July 15 of the year in which purchase is made, or interest accruing from and after July 15 of said year, and in either such event the Railroad agrees to release the Trustee from all of its obligations assumed hereunder with respect to such Items of Equipment, including the obligation to pay such Conditional Sale Indebtedness and the interest thereafter accruing thereon as aforesaid.

3. Except as amended hereby, the Sale and Lease Back Agreement shall remain unaltered and in full force and effect.

4. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Section 10.1 of the Lease.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officer's thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION, as Trustee

By


Authorized Officer

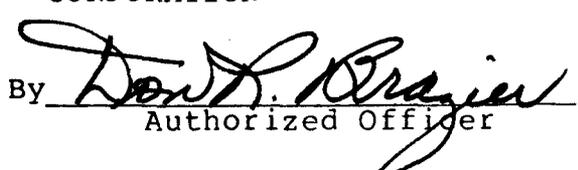
[Corporate Seal]

Attest:


Authorized Officer

NATIONAL RAILROAD PASSENGER
CORPORATION

By


Authorized Officer

[Corporate Seal]

Attest:

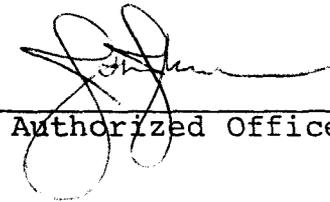

Authorized Officer

ACKNOWLEDGMENT AND APPROVAL OF
AMENDMENT AGREEMENT

The Federal Financing Bank, as assignee of the Conditional
Sale Indebtedness (as referred to in the Sale and Lease Back
Agreement), hereby acknowledges and approves the foregoing
Amendment Agreement dated as of March 31, 1977.

FEDERAL FINANCING BANK

By



Authorized Officer

Attest:



Authorized Officer

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.:

On this 15 day of *April*, 1977 before me personally appeared *John A. Beckstead*, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, National Association, that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association 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 association.

Candace L. Erase

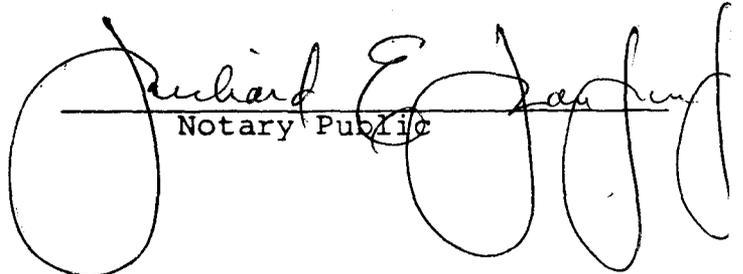
My Commission expires:

~~My Commission Expires Sept. 27, 1980~~

My Commission Expires Sept. 27, 1980

DISTRICT OF COLUMBIA,) ss.:

On this 15th day of April 1977, before me personally appeared DON R. Brazier, to me personally known, who, being by me duly sworn, said that he is Vice President-Finance of NATIONAL RAILROAD PASSENGER CORPORATION, that one of the seals 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.


Notary Public

[Notarial Seal]

My Commission expires

9/30/80