

RECORDATION NO. 7457-8 Filed & Recorded

MAY 10 1977 -2 10 PM

INTERSTATE COMMERCE COMMISSION

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SECRETARY
INTERSTATE COMMERCE COMMISSION
Washington, D.C. 20423

May 10, 1977

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INTERSTATE COMMERCE COMMISSION

7-1354146
MAY 10 1977
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Dear Sir:

CC Washington, B. 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 A. Lamm*

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

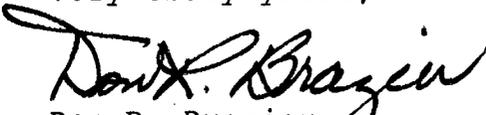
Attention: Secretary, Federal
Financing Bank

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 March 31,
1977 among THE DEPUTY FEDERAL RAILROAD ADMINI-
STRATOR OF THE DEPARTMENT OF TRANSPORTATION OF

CORDATION NO. 745742 filed & recorded THE UNITED STATES OF AMERICA, as Guarantor (the

MAY 10 1977 2 12 PM Administrator"), FIRST SECURITY BANK OF UTAH,

INTERSTATE COMMERCE NATIONAL ASSOCIATION, as Trustee (the "Trustee"),

and FEDERAL FINANCING BANK (the "Lender").

WITNESSETH:

WHEREAS the Administrator, the Trustee, and Bank of America National Trust and Savings Association (the "Original Assignee") have entered into a Guaranty Agreement dated March 29, 1974 providing, pursuant to the terms of Section 602 of the Rail Passenger Service Act, for the guarantee of certain obligations incurred by the National Railroad Corporation (the "Railroad") pursuant to a Conditional Sale Agreement dated as of February 1, 1974 between Railroad and General Motors Corporation (Electro-Motive Division), an Agreement and Assignment dated as of February 1, 1974 between General Motors Corporation and the Original Assignee, and an Equipment Lease dated as of February 1, 1974 between the Railroad and the Trustee, and other related agreements, all concerning the acquisition, sale and lease of railroad locomotives by the Railroad, all of which documents shall be collectively referred to herein as the "Transaction Documents".

WHEREAS the Transaction Documents have been amended in certain respects, including the substitution of the Lender for the Original Assignee.

WHEREAS the Guaranty Agreement was filed and recorded with the Interstate Commerce Commission pursuant to Section 20(c) of the Interstate Commerce Act on March 29, 1974 and was assigned recordation number 7457-D.

WHEREAS the parties hereto now desire to amend the Guaranty Agreement to provide for certain additional obligations incurred or to be incurred by the Railroad under the terms of an Amendment Agreement, dated as of the date hereof, to the Equipment Lease referred to above.

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

1. Section 2 of the Guaranty Agreement is amended to read as follows:

2. Guarantee of Lease Payments. The Administrator hereby guarantees to the Trustee the prompt payment by Amtrak of (a) the amounts payable by Amtrak under the provisions of Sections 11, 16.1, 16.5, 17, 23.2, 25.1 and 25.2 of the Lease, (b) the excess of the Maximum Purchase Price (as defined in the Lease, as the same may be reduced by agreement between the Trustee and Amtrak, provided that in no event shall the Maximum Purchase Price be reduced to less than the Casualty Value), over the Casualty Value, which excess is payable under the provisions of Section 16.2 of the Lease, (c) any amounts payable to the Trustee under Section 2.1 of the Lease as Interim Rent and Periodic Rent which are accrued and unpaid to and including the respective dates the payment referred to in clause (a) hereof are due and payable to the extent not paid pursuant to clause (a) hereof, and (d) all interest on overdue rentals payable under Section 22 of the Lease (all of such amounts being hereinafter called the "Guaranteed Lease Obligations") when and as the same shall become due and payable (whether at maturity, by acceleration or pursuant to other provisions of the Lease, or otherwise) in

accordance with the terms of the Lease.

2. The first sentence of Section 4(b) of the Guaranty Agreement is revised to read as follows:

(b) In the event that Amtrak shall fail to pay when due any Guaranteed Lease Obligation payable under the Lease, the United States of America shall, after the expiration of any grace period provided in the Lease in respect thereof, upon the Administrator's receipt of written demand for payment by the Trustee, promptly (and, in any event, within 90 days after receipt of such demand) pay to the Trustee, in cash, an amount equal to the Guaranteed Lease Obligation with respect to which such demand shall have been made, minus (to the extent the Guaranteed Lease Obligation includes the same) the amount, if any, paid by the Administrator to be obligee of the Conditional Sale Indebtedness pursuant to subsection 4(a) hereof; provided, however, that the Trustee shall have assigned to the Administrator concurrently with the payment of the Guaranteed Lease Obligation covered by such demand, all its right, title and interest in and to the Lease pursuant to an Assignment in the form of the assignment attached hereto as Exhibit F, except as provided in such Assignment; and provided further, however, that if such payment shall relate to some but not all of the Items of Equipment covered by the Lease, then such Assignment shall be revised to provide for an assignment of the Trustee's rights, if any, in only those Items of Equipment with respect to which a payment of Guaranteed Lease Obligations has been made.

3. The last sentence of Section 8 of the Guaranty Agreement shall be amended to read as follows:

Copies of all correspondence between the Lender and Amtrak and between the Trustee and Amtrak relating to any event of default or threatened event of default and copies of any notice given by the Trustee to Amtrak pursuant to Section 16.5 of the Lease shall be delivered or mailed, as above provided, by the Lender or the Trustee, as the case may be, to the Administrator.

4. Each and every reference in the Guaranty Agreement to the Transaction Documents shall be deemed to refer to such documents as amended to and including the date hereof.

5. The Railroad will promptly cause this Amendment Agreement to be filed and recorded with the Interstate Commerce Commission pursuant to Section 20(c) of the Interstate Commerce Act.

6. Except as amended hereby the Guaranty Agreement shall remain unaltered and in full force and effect.

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

DEPUTY FEDERAL RAILROAD ADMINISTRATION

By: *Thomas M. Galt*
Deputy Federal Railroad Administration
Guarantor

Attest:

Christopher S. Moffitt
Counsel, FRA

FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, as Trustee

By: *John A. Beckstead*
Authorized Officer

Attest:

Luchia B. Eubank

FEDERAL FINANCING BANK

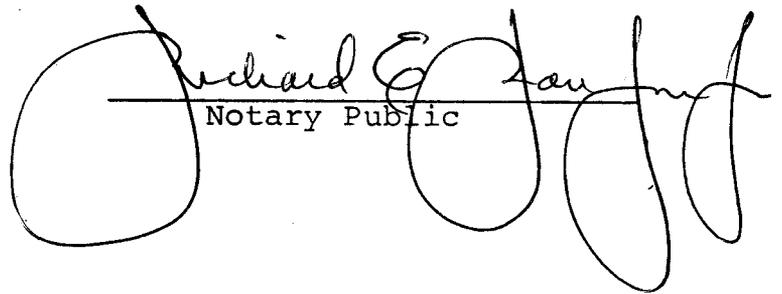
By: *[Signature]*
Authorized Officer

Attest:

Robert W. Long

DISTRICT OF COLUMBIA, :ss.:

On this 9th day of MAY, 1977, before me personally appeared Bruce M. Fohr, to be personally known, who, being by me duly sworn, said that he is the Deputy Federal Railroad Administrator, that the foregoing instrument was signed by him by authority duly delegated to him by the Secretary of Transportation; and he acknowledged that the execution of the foregoing instrument was his free act and deed as the Deputy Federal Railroad Administrator.


Notary Public

[Notarial Seal]

My Commission Expires: 9/30/8

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

On this 14 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.

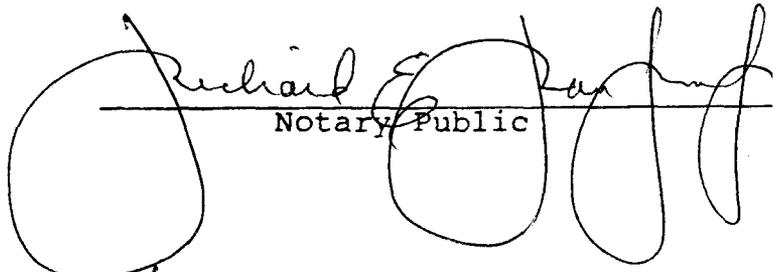
Candace L. Crane

My Commission expires:

My Commission Expires Sept. 27 1980

DISTRICT OF COLUMBIA,) ss.

On this 10th day of May 1977, before me personally appeared John Niehenke, to me personally known, who, being by me duly sworn, said that he is Vice President of FEDERAL FINANCING BANK, that one of the seals affixed to the foregoing instrument is the seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and he acknowledged that the execution of foregoing instrument was the free act and deed of said bank.


Notary Public

[Notarial Seal]

My Commission expires 9/30/80.