



December 15, 1977

Secretary
Interstate Commerce Commission
Washington, D. C. 20423

RECORDATION NO. 7457-N Filed & Recorded

DEC 15 1977 4 10 PM

Dear Sir:

INTERSTATE COMMERCE COMMISSION

There are submitted herewith for filing with the Commission pursuant to Section 20c of the Interstate Commerce Act six executed copies of an Amendment Agreement dated as of July 15, 1977 among the National Railroad Passenger Corporation (hereinafter referred to as "Amtrak"), First Security Bank of Utah, National Association, as Trustee (hereinafter referred to as the "Trustee"), Federal Financing Bank, (hereinafter referred to as the "Lender"), and the Federal Railroad Administrator (hereinafter referred to as the "Administrator") with respect to:

- 1) Equipment Lease, dated as of February 1, 1974 between the Trustee, as lessor, and Amtrak, as lessee (hereinafter referred to as the "Equipment Lease");
- 2) An Assignment of Lease and Agreement dated as of February 1, 1974 between the Trustee, as assignor, and Bank of America National Trust and Savings Association (hereinafter referred to as the "Interim Lender"), as assignee, (the Interim Lender being the assignor of its interest under the Equipment Lease to the Lender) (hereinafter referred to as the "Assignment of Lease and Agreement");
- 3) 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

Handwritten signature: J. D. [unclear]

7-343A680

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Washington, D. C.

Secretary
Interstate Commerce Commission
Washington, D. C. 20423

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- 4) A Guaranty Agreement dated March 29, 1974 among the Administrator and the Trustee and the Interim Lender (hereinafter referred to as the "Guaranty Agreement").

The Equipment Lease, the Assignment of Lease and Agreement, the Sale and Lease Back 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 were filed with the Commission on June 28, 1974 at 2:45 p.m., October 11 1974 at 3:20 p.m., and May 10, 1977 at 2:10 p.m. The recordation numbers assigned to the above-described documents are set forth hereinbelow:

<u>Document</u>	<u>Recordation Number</u>
Sale and Lease Back Agreement	7457A
Equipment Lease	7457B
Assignment of Lease and Agreement	7457C
Guaranty Agreement	7457D
Amendments to the Equipment Lease and to the Assignment of Lease and Agreement	7457F, H and K
Amendments to the Guaranty Agreement	7457G and M
Amendment to the Sale and Lease Back Agreement	7457L

The documents listed above relate to the financing of 81 General Motors diesel electric locomotives model SDP40F or F40PH, AAR mechanical designation CC or BB, bearing Amtrak road numbers 540-620, inclusive. The Amendment Agreement provides for the conveyance to Amtrak by the Lessor of title to the locomotives and the termination of the Lease. The addresses of the parties to the above-listed documents are as follows:

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

Attention: Secretary

Secretary
Interstate Commerce Commission
Washington, D. C. 20423

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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

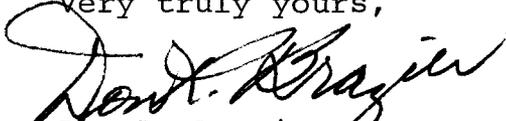
Attention: Secretary, Federal
Financing Bank

Federal Railroad Administrator
Federal Railroad Administration
400 7th Street, S.W.
Washington, D. C. 20590

Enclosed is a check in the amount of \$10 for the
required recordation fee.

Please accept for recordation two copies of this
document. 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

encl.

Interstate Commerce Commission
Washington, D.C. 20423

12/15/77

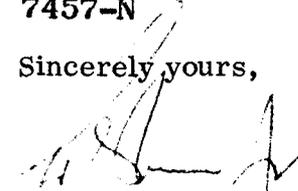
OFFICE OF THE SECRETARY

Don R. Brazier
Vice Pres.-Finance.
National RR. Passenger Corp.
955 L'Enfant Plaza North, S.W.
Washington, D.C. 20024

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on **12/15/77** at **4:10pm**, and assigned recordation number(s) **7457-N**

Sincerely yours,



H.G. Homme, Jr.
Acting Secretary

Enclosure(s)

SE-30-T
(6/77)

AMENDMENT AGREEMENT dated as of July 15,
1977, among FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION, as Trustee (hereinafter
called the Lessor) under a Trust Agreement
dated as of January 1, 1974 (hereinafter called
the Trust Agreement), NATIONAL RAILROAD PASSENGER
CORPORATION (hereinafter called the Lessee), and
FEDERAL FINANCING BANK (hereinafter called the
Assignee).

RECORDATION NO. 7457

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INTERSTATE COMMERCE COM

WHEREAS the Lessor and the Lessee have entered into a
Sale and Lease Back Agreement and an Equipment Lease dated as of
February 1, 1974 (hereinafter the Original Sale and Lease Back
Agreement and the Original Lease, respectively) for the purchase by
the Lessor and the lease of the units of railroad equipment describe
in Schedule A to the Original Lease;

WHEREAS the Lessor and BANK OF AMERICA NATIONAL TRUST AND
SAVINGS ASSOCIATION (hereinafter called the Original Assignee) have
entered into an Assignment of Lease and Agreement dated as of Febru
1974 (hereinafter called the Original Assignment), with respect to
Original Lease;

WHEREAS the Original Sale and Lease Back Agreement, the
Original Lease, and the Original Assignment were filed and recorded
with the Interstate Commerce Commission pursuant to Section 20c of

Interstate Commerce Act on March 29, 1974, at 4:35 p.m. and were assigned recordation numbers 7457-A, 7457-B, and 7457-C respectively

WHEREAS the Original Sale and Lease Back Agreement, the Original Lease, and the Original Assignment have been amended in certain respects, including the substitution of the Assignee for the Original Assignee as a party to the Original Assignment (the Original Sale and Lease Back Agreement, the Original Lease, and the Original Assignment, as amended and supplemented to the date hereof, being hereinafter called the Sale and Lease Back Agreement, the Lease, and the Assignment, respectively);

WHEREAS the Lessor, the Assignee, and the Federal Railroad Administrator have entered into a Guaranty Agreement dated of March 29, 1974 (as amended) ("the Guaranty Agreement") providing for the guarantee of certain obligations of the Lessee under the Lease and under a Conditional Sale Agreement dated as of February 1, 1974, between General Motors Corporation (Electro-Motive Division) and the Lessee.

WHEREAS the parties hereto now desire to provide for the reconveyance to the Lessee of the 81 units of railroad equipment purchased by the Lessor from the Lessee under the Sale and Lease Back Agreement and leased to the Lessee under the Lease (hereinafter the Equipment), to terminate the Lease, the Sale and Lease Back Agreement and the Assignment, and to amend the Guaranty Agreement in certain respects

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

1. On or before December 31, 1977, the Lessor hereby agrees to sell, and the Lessee hereby agrees to purchase, subject to the rights of the Assignee under the Conditional Sale Agreement dated as of February 1, 1974, as amended and supplemented to date (hereinafter called the Conditional Sale Agreement) between the Lessee as Railroad and General Motors Corporation (Electro-Motiv Division) as Vendor, the Equipment provided the conditions hereinafter stated have been satisfied.

2. The Lessor agrees that, upon payment by the Lessee of the Purchase Price for the Equipment, as more fully described below the Lessor will convey to the Lessee title to the Equipment (subject to the security title of the Assignee) by a bill of sale in the form attached hereto as Schedule I.

3. As Purchase Price for the Equipment being purchased from the Lessor by the Lessee, the Lessee agrees as follows:

- (a) to pay directly to the Lessor (for the benefit of the Trustors under the Trust Agreement referred to above) \$11,706,157.40 plus interest at the rate of 8-3/4% per annum from July 15, 1977, to the date of purchase hereunder
- (b) to release the Lessor from all of the obligations assumed by the Lessor under the Sale and Lease Back Agreement, including the obligation to assume and pay the installments of the Conditional Sale Indebtedness, and to discharge all of Lessee's obligations under the Conditional Sale Agreement with respect to the Equipment.

4. The Assignee hereby consents to Lessee's release of the Lessor from its duty to discharge Lessee's obligations under the Conditional Sale Agreement. Lessee and Assignee hereby acknowledge that Lessor has, as of July 15, 1977, fully discharged its duties under the Sale and Lease Back Agreement and the Conditional Sale Agreement, and that all installments of principal and all interest payable with respect to the Conditional Sale Indebtedness due or payable on or before July 15, 1977, have been paid in full. Assignee further acknowledges that, after July 15, 1977, it will not look to the Lessor or to the Trustors to discharge the obligations of the Lessee under the Conditional Sale Agreement.

5. The unpaid balance of the Conditional Sale Indebtedness equals \$24,429,058.68 as of the date of this Agreement.

6. The Sale and Lease Back Agreement, the Lease, and the Assignment shall cease to be in force and effect as of the date of purchase hereunder. Thereupon, the Lessee and the Lessor shall be deemed to have released and discharged each other from any and all claims or obligations arising under the Sale and Lease Back Agreement, the Lease and the Assignment accruing on or prior to such date, provided, however, that any cost, expense or sale or use tax incurred by the Lessor or the Lessee in connection with the aforementioned sale and purchase of the Equipment shall be paid by the Lessee, and the Lessor shall have no duty or liability whatsoever with respect to such sale and purchase except as expressly provided in this agreement and provided further that Lessee shall be liable for all of its

indemnities under Section 6 and 10.2 of the Lease with respect to the Equipment as to events occurring prior to, but not after, the date of purchase hereunder.

7. 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.

8. Section 7 of the Guaranty Agreement is amended to read as follows:

Guaranty fee - Within 10 days following receipt by the Assignee of each payment of principal and interest made under the Conditional Sale Agreement the Lessee shall pay to the Administrator a guaranty fee calculated at the annual rate of 1/4 of 1% of the amount of the outstanding Conditional Sale Indebtedness during the period immediately preceding such payment; it being understood that the payment of the guaranty fee is not a condition of the obligation of the Administrator to make the guaranty payments required under section 4(a) hereunder.

9. Upon payment by the Lessee of the Purchase Price for the Equipment being purchased hereunder, Lessor agrees to release the Administrator from any further obligations to the Lessor under the Guaranty Agreement provided, however, that the Administrator shall release the Lessor from its obligations under said Agreement. The Federal Railroad Administrator, on behalf of the Secretary of Transportation of the United States of America, hereby approves this Amendment in accordance with Article 7 of the Sale and Lease Back Agreement and section 26.13 of the Lease and acknowledges that the Guaranty Agreement remains, with respect to the obligations of the Lessee under the Conditional Sale Agreement, 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.

(Corporate Seal)

FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION, as Trustee

Attest:

By _____
Authorized Officer

Authorized Officer

(Corporate Seal)

NATIONAL RAILROAD PASSENGER
CORPORATION

Attest:

By *Tom A. Bragin*
Authorized Officer

Elyse G. Warden
Authorized Officer

(Corporate Seal)

FEDERAL FINANCING BANK

Attest:

By *[Signature]*
Authorized Officer

[Signature]
Authorized Officer

FEDERAL RAILROAD ADMINISTRATION

Attest:

By *John M. Sullivan*
Federal Railroad Administrator

Christopher S. Woffelt
Counsel, FRA

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS THAT:

FIRST SECURITY BANK OF UTAH, National Association, as Trustee under a Trust Agreement dated as of January 1, 1974 (hereinafter referred to as the "Seller") in consideration of One Dollar and other good and valuable consideration receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and assign to National Railroad Passenger Corporation, a corporation organized under the Rail Passenger Service Act, as amended, and the laws of the District of Columbia (hereinafter referred to as "Buyer") all Seller's right, title and interest (subject to the security title of the Vendor as defined in the Conditional Sale Agreement dated as of February 1, 1974, between General Motors Corporation (Electro-Motive Division) and the Buyer) in the following property:

<u>Buyer's R.R. Nos.</u>	<u>Type</u>
540 through 620	3,000 h.p. diesel electric locomotive

TO HAVE AND TO HOLD said property to Buyer, its successors and assigns to its and their own use forever.

Seller hereby warrants that (i) the Seller has received whatever title (subject to any security title) to such property as was conveyed to the Seller by the Seller's predecessor in title to such property; and (ii) such property will be free of all liens, charges, encumbrances, claims or security interests, which either (A) result from action taken or omissions to act by the Seller which are not expressly permitted by the Equipment Lease (hereinafter referred to as the "Lease") dated as of February 1, 1974 between the Seller and the Buyer or which are not expressly requested or consented to by the Buyer in writing or (B) result from action taken or omissions to act by the Seller other than with respect to the Equipment as defined in the Lease or in connection with the Lease. Seller makes no other representation or warranty, express or implied, as to the condition of the above-described property or any other matters.

IN WITNESS WHEREOF, First Security Bank of Utah, National Association, as Trustee, has caused this instrument to be executed in its corporate name by its respective officer thereunto duly authorized and its corporate seal to be hereunto duly affixed and attested this day of , 1977.

[Corporate Seal]

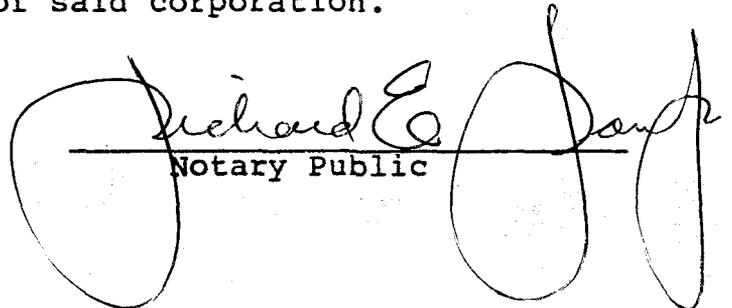
FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION

By _____
Authorized Officer

Attest: _____
Authorized Officer

DISTRICT OF COLUMBIA,) ss.:

On this 12TH day of DECEMBER 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

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

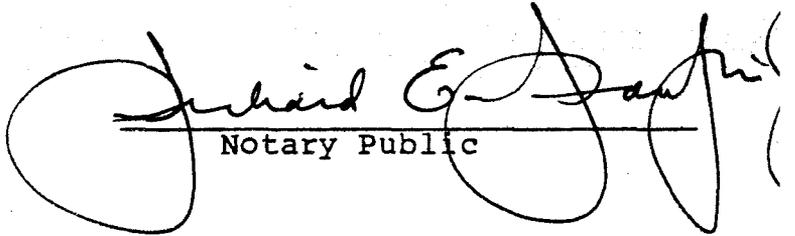
On this ~~15th~~ day of ~~December~~, 1977 before me personally appeared John M. Sullivan to me personally known, who being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, National Association, that one of the seals affixed to the foregoing instrument is the corporate 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.

Notary Public

My Commission Expires:

DISTRICT OF COLUMBIA, : ss.:

On this *15th* day of *December*, 1977, before me personally appeared *John M. Sullivan* to me personally known, who, being by me duly sworn, said that he is the 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 Federal Railroad Administrator.


Notary Public

(Notarial Seal)

My Commission Expires:

9/30/80

DISTRICT OF COLUMBIA,) ss.:

On this 12TH day of *December*, 1977, before me personally appeared *John J. 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 the foregoing instrument was the free act and deed of said bank.

Richard E. Jankel

Notary Public

(Notarial Seal)

My Commission Expires:

9/30/80

AMENDMENT AGREEMENT dated as of July 15, 1977, among FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, as Trustee (hereinafter called the Lessor) under a Trust Agreement dated as of January 1, 1974 (hereinafter called the Trust Agreement), NATIONAL RAILROAD PASSENGER CORPORATION (hereinafter called the Lessee), and FEDERAL FINANCING BANK (hereinafter called the Assignee).

WHEREAS the Lessor and the Lessee have entered into a Sale and Lease Back Agreement and an Equipment Lease dated as of February 1, 1974 (hereinafter the Original Sale and Lease Back Agreement and the Original Lease, respectively) for the purchase by the Lessor and the lease of the units of railroad equipment described in Schedule A to the Original Lease;

WHEREAS the Lessor and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION (hereinafter called the Original Assignee) have entered into an Assignment of Lease and Agreement dated as of February 1, 1974 (hereinafter called the Original Assignment), with respect to the Original Lease;

WHEREAS the Original Sale and Lease Back Agreement, the Original Lease, and the Original Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of

Interstate Commerce Act on March 29, 1974, at 4:35 p.m. and were assigned recordation numbers 7457-A, 7457-B, and 7457-C respective

WHEREAS the Original Sale and Lease Back Agreement, the Original Lease, and the Original Assignment have been amended in certain respects, including the substitution of the Assignee for the Original Assignee as a party to the Original Assignment (the Original Sale and Lease Back Agreement, the Original Lease, and the Original Assignment, as amended and supplemented to the date hereof, being hereinafter called the Sale and Lease Back Agreement, the Lease, and the Assignment, respectively);

WHEREAS the Lessor, the Assignee, and the Federal Railroad Administrator have entered into a Guaranty Agreement dated of March 29, 1974 (as amended) ("the Guaranty Agreement") providing the guarantee of certain obligations of the Lessee under the Lease under a Conditional Sale Agreement dated as of February 1, 1974, 1 General Motors Corporation (Electro-Motive Division) and the Lessor

WHEREAS the parties hereto now desire to provide for the reconveyance to the Lessee of the 81 units of railroad equipment purchased by the Lessor from the Lessee under the Sale and Lease Agreement and leased to the Lessee under the Lease (hereinafter Equipment), to terminate the Lease, the Sale and Lease Back Agreement and the Assignment, and to amend the Guaranty Agreement in certain

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

1. On or before December 31, 1977, the Lessor hereby agrees to sell, and the Lessee hereby agrees to purchase, subject to the rights of the Assignee under the Conditional Sale Agreement dated as of February 1, 1974, as amended and supplemented to date (hereinafter called the Conditional Sale Agreement) between the Lessee as Railroad and General Motors Corporation (Electro-Mc Division) as Vendor, the Equipment provided the conditions herein stated have been satisfied.

2. The Lessor agrees that, upon payment by the Lessee of the Purchase Price for the Equipment, as more fully described below, the Lessor will convey to the Lessee title to the Equipment (subject to the security title of the Assignee) by a bill of sale in the form attached hereto as Schedule I.

3. As to the Purchase Price for the Equipment being purchased from the Lessor by the Lessee, the Lessee agrees as follows:

- (a) to pay directly to the Lessor (for the benefit of the Trustors under the Trust Agreement referred to above) the sum of \$11,706,157.40 plus interest at the rate of 8-3/4% per annum from July 15, 1977, to the date of purchase hereof;
- (b) to release the Lessor from all of the obligations assumed by the Lessor under the Sale and Lease Back Agreement, including the obligation to assume and pay the installments of the Conditional Sale Indebtedness, and to discharge all of Lessee's obligations under the Conditional Sale Agreement with respect to the Equipment.

4. The Assignee hereby consents to Lessee's release of the Lessor from its duty to discharge Lessee's obligations under the Conditional Sale Agreement. Lessee and Assignee hereby acknowledge that Lessor has, as of July 15, 1977, fully discharged its duties under the Sale and Lease Back Agreement and the Conditional Sale Agreement, and that all installments of principal and all interest payable with respect to the Conditional Sale Indebtedness due or payable on or before July 15, 1977, have been paid in full. Assignee further acknowledges that, after July 15, 1977, it will not look to the Lessor or to the Trustors to discharge the obligations of the Lessee under the Conditional Sale Agreement.

5. The unpaid balance of the Conditional Sale Indebtedness equals \$24,429,058.68 as of the date of this Agreement.

6. The Sale and Lease Back Agreement, the Lease, and the Assignment shall cease to be in force and effect as of the date of purchase hereunder. Thereupon, the Lessee and the Lessor shall be deemed to have released and discharged each other from any and all claims or obligations arising under the Sale and Lease Back Agreement, the Lease and the Assignment accruing on or prior to such date, provided, however, that any cost, expense or sale or use tax incurred by the Lessor or the Lessee in connection with the aforementioned sale and purchase of the Equipment shall be paid by the Lessee, and the Lessor shall have no duty or liability whatsoever with respect to such sale and purchase except as expressly provided in this agreement and provided further that Lessee shall be liable for all of its

indemnities under Section 6 and 10.2 of the Lease with respect to Equipment as to events occurring prior to, but not after, the date purchase hereunder.

7. 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.

8. Section 7 of the Guaranty Agreement is amended to read as follows:

Guaranty fee - Within 10 days following receipt by the Assignee of each payment of principal and interest made under the Conditional Sale Agreement the Lessee shall pay to the Administrator a guaranty fee calculated at the annual rate of 1/4 of 1% of the amount of the outstanding Conditional Sale Indebtedness during the period immediately preceding such payment; it being understood that the payment of the guaranty fee is not a condition of the obligation of the Administrator to make the guaranty payments required under section 4(a) hereunder.

9. Upon payment by the Lessee of the Purchase Price for the Equipment being purchased hereunder, Lessor agrees to release the Administrator from any further obligations to the Lessor under the Guaranty Agreement provided, however, that the Administrator shall release the Lessor from its obligations under said Agreement. The Federal Railroad Administrator, on behalf of the Secretary of Transportation of the United States of America, hereby approves this Agreement in accordance with Article 7 of the Sale and Lease Back and section 26.13 of the Lease and acknowledges that the Guaranty remains, with respect to the obligations of the Lessee under the Conditional Sale Agreement, 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

(Corporate Seal)

FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION, as Trustee

Attest:

[Signature]
Authorized Officer

By [Signature]
Authorized Officer

(Corporate Seal)

NATIONAL RAILROAD PASSENGER
CORPORATION

Attest:

Authorized Officer

By _____
Authorized Officer

(Corporate Seal)

FEDERAL FINANCING BANK

Attest:

Authorized Officer

By _____
Authorized Officer

FEDERAL RAILROAD ADMINISTRATION

Attest:

By _____
Federal Railroad Administration

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS THAT:

FIRST SECURITY BANK OF UTAH, National Association, as Trustee under a Trust Agreement dated as of January 1, 1974 (hereinafter referred to as the "Seller") in consideration of One Dollar and other good and valuable consideration receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and assign to National Railroad Passenger Corporation, a corporation organized under the Rail Passenger Service Act, as amended, and the laws of the District of Columbia (hereinafter referred to as "Buyer") all Seller's right, title and interest (subject to the security title of the Vendor as defined in the Conditional Sale Agreement dated as of February 1, 1974, between General Motors Corporation (Electro-Motive Division) and the Buyer) in the following property:

<u>Buyer's R.R. Nos.</u>	<u>Type</u>
540 through 620	3,000 h.p. diesel electric locomotive

TO HAVE AND TO HOLD said property to Buyer, its successors and assigns to its and their own use forever.

Seller hereby warrants that (i) the Seller has received whatever title (subject to any security title) to such property as was conveyed to the Seller by the Seller's predecessor in title to such property; and (ii) such property will be free of all liens, charges, encumbrances, claims or security interests, which either (A) result from action taken or omissions to act by the Seller which are not expressly permitted by the Equipment Lease (hereinafter referred to as the "Lease") dated as of February 1, 1974 between the Seller and the Buyer or which are not expressly requested or consented to by the Buyer in writing or (B) result from action taken or omissions to act by the Seller other than with respect to the Equipment as defined in the Lease or in connection with the Lease. Seller makes no other representation or warranty, express or implied, as to the condition of the above-described property or any other matters.

IN WITNESS WHEREOF, First Security Bank of Utah, National Association, as Trustee, has caused this instrument to be executed in its corporate name by its respective officer thereunto duly authorized and its corporate seal to be hereunto duly affixed and attested this day of , 1977.

[Corporate Seal]

FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION

By _____
Authorized Officer

Attest: _____
Authorized Officer

DISTRICT OF COLUMBIA,) ss.:

On this day of 1977, before me
personally appeared , 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:

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

On this 7th day of December, 1977 before me personally appeared WILLIAM C. MCGREGOR 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.

Verna J. Paetawke
Notary Public

My Commission Expires: 11-15-81

DISTRICT OF COLUMBIA, : ss.:

On this day of , 1977, before me personally appeared , to me personally known, who, being by me duly sworn, said that he is the 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 Federal Railroad Administrator.

Notary Public

(Notarial Seal)

My Commission Expires: