



January 4, 1984

RECORDATION NO. 7868-F Filed 1425

Secretary
Interstate Commerce Commission
12th & Constitution Avenue
Washington, D. C. 20423

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INTERSTATE COMMERCE COMMISSION

Dear Secretary:

I have enclosed an original and one copy of the documents listed on the attachment that are to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

As indicated, these documents are a Substitution and Release Agreement to an equipment lease and an Amendment Agreement to a Loan Agreement and Chattel Mortgage to terminate said lease and to prepay the Chattel Mortgage.

We request that the agreements be cross-indexed.

The names and addresses of the parties to each document as well as recordation numbers under which the primary document is recorded are shown on the attachment.

A fee of \$10.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to my attention.

Very truly yours,

Richard I. Klein
Director, Treasury Services

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AMENDMENT AGREEMENT dated as of September 26, 1983 between Federal Financing Bank (hereinafter called the "Lender") and National Railroad Passenger Corporation (hereinafter called the "Railroad").

WHEREAS, the Railroad entered into a Loan Agreement and Chattel Mortgage as of January 1, 1975 (hereinafter called the "Agreement"), between the Railroad and the Federal Financing Bank, as Lender;

WHEREAS, pursuant to the Substitution and Release Agreement dated as of September 26, 1983, among the Lender, the Railroad, and Manufacturers National Bank of Detroit, as trustee (hereinafter called the "Borrower"), the Railroad has assumed the obligation of the Borrower to pay the Lender and otherwise perform the obligations of the Borrower under the Agreement.

WHEREAS, the parties hereto now desire to provide for the repayment by the Railroad of the outstanding indebtedness under the Agreement.

NOW THEREFORE, the parties agree as follows:

1. On September 26, 1983, Railroad shall repurchase all outstanding indebtedness under the Agreement by payment to the Lender of a price which would, if such indebtedness were purchased and held to its maturity date, as indicated in Schedule A ("Maturity Date"), produce a yield to the purchaser for the period from September 26, 1983, to Maturity Date equal to the interest rate which would be set on a loan from the Secretary of the Treasury to the Lender to finance a debt obligation having a payment schedule identical to the indebtedness under the Agreement, together with accrued interest through September 26, 1983 ("Repurchase Price"). The Repurchase Price shall be calculated by the Secretary of the Treasury as of the close of business two (2) business days prior to the date of such

Schedule A

<u>Description</u>	<u>Maturity Date</u>	<u>Principal</u>	<u>Accrued Interest</u>	<u>Net Repurchase Price</u>	<u>Repurchase Price</u>
Loan Agreement and Chattel Mortgage for 4 RTG Train Sets dated January 1, 1975	7-2-90	\$4,739,423.96			

DISTRICT OF COLUMBIA,) ss:

On this 21st day of September, 1983, before me personally appeared Thomas A. Till, 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.

John W. Frenkel Jr.
NOTARY PUBLIC

(Notarial Seal)

My Commission expires: January 1, 1985

DISTRICT OF COLUMBIA,) ss:

On this 23rd day of September, 1983, before me personally appeared C. Warren Carter, 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.


NOTARY PUBLIC
District of Columbia

(Notarial Seal)

My Commission expires: My Commission Expires May 31, 1987

DISTRICT OF COLUMBIA,) ss:

On this 21st day of September, 1983, before me personally appeared Charles W. Hayward, 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: January 1, 1985