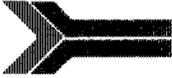


RECORDATION NO. 8000-8 Filed 1/4/84

JAN 6 1984 11 20 AM

Amtrak



INTERSTATE COMMERCE COMMISSION

January 4, 1984

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

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 amendment agreements to an equipment lease and a conditional sale agreement to terminate said lease and to prepay conditional sale debt.

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

*Secretary  
Stephen A. Harrison*

ATTACHMENT

<u>Document</u>	<u>Type of Equipment</u>	<u>Recordation Number of Primary Document</u>	<u>Name and Address of Parties</u>
Amendment Agreement dated 9-29-83 to Lease dated 6-1-75	(23) P-30 Locomotives	8000	Lessee: National Railroad Passenger Corporation 400 N. Capitol St., N. W. Washington, D. C. 20016 Attn: Richard I. Klein
Amendment Agreement dated 9-29-83 to Conditional Sale Agreement dated 6-1-75	(23) P-30 Locomotives	8000	Trustee: Seattle-First National Bank 1001 Fourth Avenue P. O. Box 3586 Seattle, Washington 98124  Assignee: Federal Financing Bank Department of Treasury Washington, D. C. 20015  Railroad: National Railroad Passenger Corporation 400 N. Capitol St., N. W. Washington, D. C. 20016 Attn: Richard I. Klein

AMENDMENT AGREEMENT dated as of September 29, 1983  
between Federal Financing Bank (hereinafter called the  
"Assignee") and National Railroad Passenger Corporation  
(hereinafter called the "Railroad").

REGISTRATION NO. 8000 J  
JAN 6 1984 - 11 20 AM  
INTERSTATE COMMERCE COMMISSION

WHEREAS, the Railroad entered into a Conditional Sale Agreement dated as of June 1, 1975 as amended to date (hereinafter called the "Agreement"), between the Railroad as vendee and the General Electric Corporation as vendor (hereinafter called the "Builder");

WHEREAS, the Builder and the Assignee have entered into the Assignment dated as of June 1, 1975 as amended to date (hereinafter called the "Assignment") with respect to the indebtedness of the Railroad under the Agreement; and

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

NOW THEREFORE, the parties agree as follows:

1. On September 29, 1983, Railroad shall repurchase all outstanding indebtedness under the Agreement by payment to the Assignee 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 29, 1983 to Maturity Date equal to the interest rate which would be set on a loan from the Secretary of the Treasury to the Assignee to finance a debt obligation having a payment schedule identical to the indebtedness under the Agreement, together with accrued interest through September 29, 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 repurchase using standard U.S. Treasury Department calculation methods.
2. Assignee shall thereafter release and discharge the Railroad from Railroad's obligations to Assignee under the Agreement and the Assignment and shall be deemed to have assigned all of its rights thereunder to the Railroad.

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)  
Attest:

Christie S. Mank  
Authorized Officer

(Corporate Seal)  
Attest:

\_\_\_\_\_  
Authorized Officer

NATIONAL RAILROAD  
PASSENGER CORPORATION

By Charles W. Hayward  
Authorized Officer

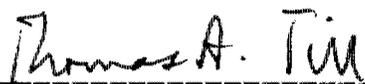
FEDERAL FINANCING BANK

C. Warren Carter  
C. Warren Carter  
By Vice President  
Authorized Officer

*JK*

APPROVAL OF THE ADMINISTRATOR

The Federal Railroad Administrator, on behalf of the Secretary of Transportation of the United States of America, does hereby approve the foregoing Amendment Agreement in accordance with Article 23 of the Conditional Sale Agreement dated as of June 1, 1975, between General Electric Company as vendor and National Railroad Passenger Corporation as vendee and related documents.

  
Thomas A. Tull  
Federal Railroad Administrator

DISTRICT OF COLUMBIA, ) ss.:

On this 29th 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.



(Notarial Seal)

Elizabeth Anne R. Tackovich  
NOTARY PUBLIC

My Commission expires: My Commission Expires August 14, 1988

DISTRICT OF COLUMBIA, ) ss:

On this 27 day of September, 1983, before me personally appeared Thomas A. Tied, 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: April 14, 1987

DISTRICT OF COLUMBIA, ) ss.:

On this 26<sup>th</sup> 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.

John W. Derrill  
NOTARY PUBLIC

(Notarial Seal)

My Commission expires: 1-1-85

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>
Conditional sale agreement for 23 P30CH's dated 6/1/75	12-31-88	\$5,277,290.41			