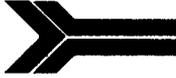


Amtrak



No. *4-006A038*

Date *JAN 4 1984*

January 4, 1984

Fee \$ *40.00*

RECORDATION NO. *7457* Filed 1425

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

JAN 6 1984 - 11 20 AM

INTERSTATE COMMERCE COMMISSION

RECEIVED
JAN 6 11 21 AM '84
FEE OPERATIONS DIV.

Dear Secretary:

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

As indicated, this document is an amendment agreement to a conditional sale agreement to prepay conditional sale debt.

We request that the agreement be cross-indexed.

The names and addresses of the parties to the document as well as recordation number 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

*Received by
Stephen R. Thompson*

<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 1-3-83 to Condi- tional Sale Agreement dated 2-1-74	(81)SDP40 locomotives	7457	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. 20001 Attn: Richard I. Klein

Interstate Commerce Commission
Washington, D.C. 20423

1/6/84

OFFICE OF THE SECRETARY

Richard I. Klein
Director, Treasury Services
Natl. RR. Passenger Corp.
400 N. Capital St. N.W.
Washington, D.C. 20001

Dear **Sir**:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **1/6/84** at **11:30am** and assigned re-
recording number(s). **7457-P, 7577-A, 7868-F, 8000**

Sincerely yours,


JAMES H. BAYNE

Secretary

Enclosure(s)

JAN 6 1984 -11 20 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of January 3, 1983 between Federal Financing Bank (hereinafter called the "Assignee") and National Railroad Passenger Corporation (hereinafter called the "Railroad").

WHEREAS, the Railroad entered into a Conditional Sale Agreement dated as of February 1, 1974, as amended to date (hereinafter called the "Agreement"), between the Railroad as vendee and the General Electric Company as vendor;

WHEREAS, the Railroad and the Bank of America National Trust and Savings Association (hereinafter called the "Original Assignee") have entered into the Assignment dated as of February 1, 1974 (hereinafter called the "Original Assignment") with respect to the indebtedness of the Railroad under the Agreement;

WHEREAS, the Original Assignment has been amended in certain respects, including the substitution of the Assignee for the Original Assignee as a party to the Original Assignment (the Original Assignment, as amended and supplemented to the date hereof being hereinafter called the "Assignment"); and

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

NOW THEREFORE, the parties agree as follows:

1. On January 3, 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 January 3, 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 January 3, 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 and shall be the amount designated in Schedule A.
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:

Sandra Spence
Authorized Officer

NATIONAL RAILROAD PASSENGER
CORPORATION

By Charles A. Hayward
Authorized Officer

(Corporate Seal)

Attest:

James X. Conroy
Authorized Officer
Secretary

FEDERAL FINANCING BANK

By Clarence A. ...
Authorized Officer
Vice President

APPROVAL OF THE ADMINISTRATION

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 February 1, 1974, between General Electric Company as vendor and National Railroad Passenger Corporation as vendee and related documents.

Thomas A. Tui

Federal Railroad Administrator

Witness:

Donald Ray Briggs

DISTRICT OF COLUMBIA,) ss.:

On this 4th day of January, 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.

Alice X. Tambellini
NOTARY PUBLIC

(Notarial Seal)

My commission expires: My Commission Expires May 31, 1987

DISTRICT OF COLUMBIA ,) ss;

On this 3rd day of JANUARY, 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. Fremsted Jr.
NOTARY PUBLIC

(Notarial Seal)

My commission expires: My Commission Expires January 1, 1985

DISTRICT OF COLUMBIA, : ss.:

On this 3rd day of January, 1983 before me personally appeared Thomas A. Gill, 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.

(Notarial Seal)

Harold E. Ginnery
NOTARY PUBLIC

My Commission Expires:

7-14-1985

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 sales agreement for 81 SDP40F's dated 2/1/74	7-15-88	\$16,086,940.18	\$1,458,173.21	\$15,605,110.66	\$16,268,421.48

AGREEMENT AND ASSIGNMENT dated as of

, 197 , from

(hereinafter called the Assignor), to
THE FEDERAL RAILROAD ADMINISTRATOR OF THE DEPART
MENT OF TRANSPORTATION OF THE UNITED STATES OF
AMERICA (hereinafter called the Assignee).

WHEREAS GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE
DIVISION) (hereinafter called the Builder) and NATIONAL RAILROAD
PASSENGER CORPORATION (hereinafter called the Railroad) have
entered into a Conditional Sale Agreement dated as of February
1974 (hereinafter called the Conditional Sale Agreement), cover
ing the construction, sale and delivery by the Builder and the
purchase by the Railroad of the railroad equipment (hereinafter
called the Equipment) referred to in the Conditional Sale Agree
ment;

WHEREAS the Builder has assigned its right, title
and interest in the Conditional Sale Agreement to Bank of Ameri
National Trust and Savings Association pursuant to an Agreement
and Assignment dated as of February 1, 1974;*

NOW, THEREFORE, this Agreement and Assignment (here-
inafter called this Assignment) Witnesseth that, in considera
tion of the sum of One Dollar and other good and valuable

* If there has been a subsequent assignment of the Condi
tional Sale Agreement, it should be referred to.

consideration paid by the Assignee to the Assignor, the receipt of which is hereby acknowledged:

SECTION 1. The Assignor hereby assigns, transfers and sets over unto the Assignee, its successors and assigns all the right, title and interest of the Assignor in and to each unit of the Equipment subject to the Conditional Sale Agreement, and in and to the Conditional Sale Agreement (except the rights reserved to the Lender, as defined in the Guaranty Agreement dated _____, 1974, among the Assignee, Bank of America National Trust and Savings Association and First Security Bank of Utah, National Association, as Trustee under a Trust Agreement dated as of January 1, 1974, which are not conveyed hereby and are hereby expressly reserved to the Assignor), without any recourse, however, against the Assignor. In furtherance of the foregoing assignment and transfer, the Assignor hereby authorizes and empowers the Assignee, in the Assignee's own name, or in the name of the Assignee's nominee, or in the name of and as attorney hereby irrevocably constituted for the Assignor, to ask, demand, sue for, collect, receive and enforce any and all sums to which the Assignee is or may become entitled under this Assignment and except as hereinabove provided, compliance by the Railroad with the terms and agreements on its part to be performed under the Conditional Sale Agreement, but at the expense and liability

and for the sole benefit of the Assignee.

SECTION 2. The Assignee may assign all or any of its rights under the Conditional Sale Agreement, including the right to receive any payments due or to become due to it from the Railroad thereunder. In the event of any such assignment any such subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of the Assignee hereunder.

SECTION 3. Although this Assignment is dated for convenience as of the date first set forth above, the actual date of execution hereof is the date stated in the acknowledgment hereto annexed.

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed in its corporate name by its officer thereunto duly authorized, and its corporate seal to be hereun affixed and duly attested, all as of the date first above writ

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

Lease (except the Assignor's rights of indemnification contained in Sections 6 and 10.2 of the Lease, which are not conveyed hereby and are hereby expressly reserved to the Assignor), without any recourse, however, against the Assignor. In furtherance of the foregoing assignment and transfer, the Assignor hereby authorizes and empowers the Assignee, in the Assignee's own name, or in the name of the Assignee's nominee, or in the name of and as attorney hereby irrevocably constituted for the Assignor, to ask, demand, sue for, collect, receive and enforce any and all sums to which the Assignee is or may become entitled under this Assignment and, except as hereinabove provided, compliance by the Railroad with the terms and agreements on its part to be performed under the Lease, but at the expense and liability and for the sole benefit of the Assignee.

SECTION 2. The Assignee may assign all or any of its rights under the Lease, including the right to receive any payments due or to become due to it from the Railroad thereunder. In the event of any such assignment any such subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of the Assignee hereunder.

SECTION 3. Although this Assignment is dated for convenience as of the date first set forth above, the actual

date of **execution** hereof is the date stated in the acknowledgment hereto annexed.

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed in its corporate name by its office thereunto duly authorized, and its corporate seal to be hereunto affixed and duly attested, all as of the date first above written.

by _____

Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

ASSIGNMENT OF LEASE AND AGREEMENT dated as of February 1, 1974 ("this Assignment"), by and between FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, not in its individual capacity but solely as Trustee under a Trust Agreement dated as of January 1, 1974 (the "Lessor"), and BANK AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, as Assignee (the "Vendor"), under an Agreement and Assignment dated as of February 1, 1974, between General Motors Corporation (Electro-Motive Division) (the "Builder") and the Vendor.

WHEREAS National Railroad Passenger Corporation (the "Vendee") has entered into a Conditional Sale Agreement dated as of February 1, 1974 (the "Conditional Sale Agreement" with the Builder providing for the sale to the Vendee of the locomotives (the "Units") described in Schedule A thereto as are delivered to and accepted by the Vendee thereunder; and

WHEREAS the Lessor and the Vendee have entered into an Equipment Lease dated as of February 1, 1974 (the "Lease" and the Vendee in its capacity as lessee thereunder being hereinafter called the "Lessee"), providing for the leasing by the Lessor to the Lessee of the Units; and

WHEREAS the Lessor has agreed to assume the obligations of the Vendee under the Conditional Sale Agreement pursuant to a Sale and Lease Back Agreement dated as of February 1, 1974, between the Lessor and the Vendee; and

WHEREAS, in order to provide security for the obligations of the Lessor under the Conditional Sale Agreement and as an inducement to the Vendor to purchase the Conditional Sale Indebtedness (as that term is defined in the Conditional Sale Agreement), the Lessor has agreed to assign for security purposes its rights in, to and under the Lease to the Vendor;

NOW, THEREFORE, in consideration of the premises and of the payments to be made and the covenants hereinafter mentioned to be kept and performed, the parties hereto agree as follows:

1. Subject to the provisions of Paragraph 9 hereof, the Lessor hereby assigns, transfers and sets over unto the Vendor, as collateral security for the payment and performance of the Lessor's obligations under the Conditional Sale Agreement, all the Lessor's right, title and interest, powers, privileges and other benefits under the Lease, including, without limitation, the immediate right to receive and collect all rentals, profits and other sums payable to or receivable by the Lessor from the Lessee under or pursuant to the provi-

sions of the Lease whether as rent, casualty payment, indemnity liquidated damages or otherwise (such moneys not so excepted being hereinafter called the Payments), and the right to make all waivers and agreements, to give all notices, consents and releases, to take all action upon the happening of an event of default specified in the Lease, and to do any and all other things whatsoever which the Lessor is or may become entitled to do under the Lease; provided, however, that the foregoing assignment shall not include (or in any way limit the right of the Lessor to exercise) the right at any time to demand and receive (i) any amount which may be payable to the Lessor pursuant to Sections 6, 10.2, 16.1 or 16.2 of the Lease and (ii) that portion of the rent made up of an amount equal to the Guaranty Fee (defined in the Lease) which the Lessor, as Trustee, is required to disburse pursuant to the Government Guaranty (defined in the Lease); provided, further that the foregoing assignment shall not limit the right of the Lessor to give notice of an event of default under the Lease and proceed under Section 17 thereof. In furtherance of the foregoing assignment, the Lessor hereby irrevocably authorizes and empowers the Vendor in its own name, or the name of its nominee, or in the name of the Lessor or as its attorney, to ask, demand, sue for, collect and receive any and all sums to which the Lessor is or may become entitled under the Lease, subject to the provisos in the preceding sentence, and to enforce compliance by the Lessee with all the terms and provisions thereof.

The Vendor agrees to accept any Payments made by the Lessee for the account of the Lessor pursuant to Section 2 of the Lease. To the extent received, the Vendor will apply such Payments to satisfy the obligations of the

Lessor and the Vendee under the Conditional Sale Agreement. So long as no event of default (or event which, with notice or lapse of time, or both, could constitute an event of default) under the Conditional Sale Agreement shall have occurred and be continuing, any balance shall be paid to the Lessor. The Vendor further agrees to accept from the Lessee payments of the Guaranty Fee referred to in the preceding paragraph and to make such payments to the Administrator pursuant to Section 7 of the Government Guaranty.

2. This Assignment is executed only as security and, therefore, the execution and delivery of this Assignment shall not subject the Vendor to, or transfer, or pass, or in any way affect or modify the liability of the Lessor under the Lease, it being understood and agreed that notwithstanding this Assignment or any subsequent assignment, all obligations of the Lessor to the Lessee shall be and remain enforceable by the Lessee, its successors and assigns, against, and only against, the Lessor or persons other than the Vendor.

3. The Lessor does hereby constitute the Vendor the Lessor's true and lawful attorney, irrevocably, with full power (in the name of the Lessor, or otherwise), to ask, require, demand, receive, compound and give acquittance for any and all Payments due and to become due under or arising out of the Lease to which the Lessor is or may become entitled, to enforce compliance by the Lessee with all the terms and provisions of the Lease, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings which to the Vendor may seem to be necessary or advisable in the premises.

4. Upon the full discharge and satisfaction of all the Lessor's obligations under the Conditional Sale Agreement, this Assignment and all rights herein assigned to the Vendor shall terminate, and all estate, right, title and interest of the Vendor in and to the Lease shall revert to the Lessor; provided, however, that if the Lessee shall purchase any Units from the Lessor pursuant to the provisions of the Lease, this Assignment shall terminate in respect of the Units so purchased.

5. If an event of default under the Conditional Sale Agreement shall occur and be continuing, the Vendor may apply all Payments against the amounts due and payable under the Conditional Sale Agreement and may otherwise enforce all the rights and remedies of the Lessor under the Lease and apply all proceeds from such exercise against the amounts due and payable under the Conditional Sale Agreement.

6. The Lessor will, from time to time, do and perform any other act and will execute, acknowledge, deliver and file, register, deposit and record (and will refile, reregister, rerecord or redeposit whenever required) any and all further instruments required by law or reasonably requested by the Vendor in order to confirm or further assure, the interests of the Vendor hereunder.

7. The Vendor may assign all or any of the rights assigned to it hereby or arising under the Lease, including, without limitation, the right to receive any Payments due or

to become due. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of the Vendor hereunder.

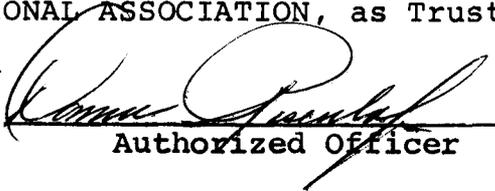
8. This Assignment shall be governed by the laws of the State of California, but the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act. This Assignment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original and in each case such counterparts shall constitute but one and the same instrument.

9. The Vendor hereby agrees with the Lessor that the Vendor will not, so long as no event of default under the Lease or an event of default under the Conditional Sale Agreement has occurred and is then continuing, exercise or enforce, or seek to exercise or enforce, or avail itself of, any of the rights, powers, privileges, authorizations or benefits assigned and transferred by the Lessor to the Vendor by this Assignment, except as specifically contemplated by the provisions of this Assignment.

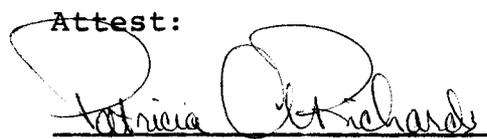
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by officers thereunto duly authorized, and their

respective corporate seals to be affixed and duly attested,
all as of the date first above written.

FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION, as Trustee,

by 
Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION,

by _____
Vice President

[Corporate Seal]

Attest:

Assistant Secretary

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

On this 25th day of March 1974, before me personally appeared Donna Rosenlof, 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 the seal 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.

Sharon L. Fisher
Notary Public

[Notarial Seal]

My Commission expires: ~~My~~ Commission Expires February 12, 1978

ACKNOWLEDGEMENT OF NOTICE OF ASSIGNMENT

Receipt of a copy of, and due notice of the assignment made by, the foregoing Assignment of Lease and Agreement is hereby acknowledged as of February 1, 1974.

NATIONAL RAILROAD PASSENGER CORPORATI

by

Robert E. Moor

Vice President

June 28, 1974

Amtrak



Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Dear Sir:

There are submitted herewith for filing with the Commission pursuant to Section 20c of the Interstate Commerce Act 7 executed counterparts of:

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

- 3) an Amendment Agreement dated June 1, 1974 among the Federal Railroad Administrator of the United States Department of Transportation, the Trustee, and the Interim Lender with respect to a Guaranty Agreement dated March 29, 1974 (hereinafter referred to as the "Guaranty Agreement") among the Federal Railroad Administrator pursuant to Section 602 of the Rail Passenger Service Act of 1970, as amended (49 U.S.C. §602), the Trustee, and the Interim Lender, as assignee of the Conditional Sale 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 Interstate Commerce Commission on March 29, 1974 at 4:35 p.m. The recordation number assigned each of the above described documents is set forth herein below:

<u>Document</u>	<u>Recordation Number</u>
Conditional Sale Agreement	7457
Agreement and Assignment	7457
Equipment Lease	7457-B
Assignment of Lease and Agreement	7457-C
Guaranty Agreement	7457-D

The documents listed above related to the financing of 100 General Motors diesel-electric locomotives, Model SDP40F, AAR Mechanical Designation CC, bearing numbers of National Railroad Passenger Corporation 540-639, inclusive. The Conditional Sale Agreement and the Equipment Lease provide that any locomotives not delivered to National Railroad Passenger Corporation by June 30, 1974 would be excluded therefrom and that locomotives purchased after that date would be financed under new documentation. The Amendment Agreements exclude locomotives bearing National Railroad Passenger Corporation numbers 621-639 from the above Conditional Sale Agreement and Equipment Lease and reduce the amount of the obligations guaranteed by the Federal Railroad Administrator.

The addresses of the parties to the above listed documents are as follows:

Secretary
Interstate Commerce Commission
Page Three

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

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

Also enclosed is a check in the amount of \$30.00 for
the required recordation fee.

Please accept for recordation two counterparts of eac
of these documents. Stamp the remaining 5 with the appropri
recordation number and return them to the person delivering
same, together with your fee receipt.

Very truly yours,

Robert C. Moot
Vice President-Finance

*Counterpart
Noted*

SALE AND LEASE BACK AGREEMENT

SALE AND LEASE BACK AGREEMENT dated as of February 1, 1974, between FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, a national banking association, not in its individual capacity but solely as Trustee under a Trust Agreement (hereinafter called the "Trust Agreement") dated as of January 1, 1974 (hereinafter called the "Trustee"), and NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under the Rail Passenger Service Act of 1970, as amended, and the laws of the District of Columbia (hereinafter called the "Railroad");

WHEREAS the Railroad has agreed to purchase the railroad equipment (hereinafter called the "Equipment") described in Schedule A to the Conditional Sale Agreement (hereinafter called the "Conditional Sale Agreement") dated as of February 1, 1974, between General Motors Corporation (Electro-Motive Division) and the Railroad; and

WHEREAS the Railroad desires to sell all its right, title and interest in and to the Equipment to, and to lease the Equipment back from, the Trustee, and the Trustee desires to purchase the Equipment from, and lease the Equipment to, the Railroad as aforesaid;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the

parties hereto do hereby agree as follows:

ARTICLE 1. The Railroad hereby agrees to sell, and the Trustee hereby agrees to purchase, subject to the rights of the Vendor as defined in the Conditional Sale Agreement, the Equipment prior to the same having been placed in service by the Railroad; provided that all the conditions of Section 15 of the Equipment Lease (hereinafter called the "Lease") dated as of February 1, 1974, between the Trustee, as Lessor, and the Railroad, as Lessee, have been satisfied.

ARTICLE 2. The Trustee agrees that, upon request of the Railroad following delivery of the Equipment to the Railroad (as evidenced by delivery of the Certificate of Acceptance provided for in the Conditional Sale Agreement), and conveyance of title (subject to the security title of the Vendor under the Conditional Sale Agreement) thereto by bill of sale, the Trustee will, subject to all the terms and conditions provided for in the Lease and this Agreement, purchase the Equipment from the Railroad by making the payments and assuming the obligations provided for in Article 3 hereof and accept title thereto (subject as aforesaid) and execute a bill of sale in the form attached hereto as Schedule I and lease the Equipment back to the Railroad.

ARTICLE 3. As the purchase price for the Equipment being purchased by the Trustee from the Railroad hereunder, the Trustee agrees as follows:

(a) to pay to the Railroad from time to time, upon request of the Railroad following delivery to the Railroad of such Equipment and the payment by the Railroad to the Builder, as defined in the Conditional Sale

Agreement, of any payment required by subparagraph (a) of Article 3 of the Conditional Sale Agreement, an amount equal to such payment made by the Railroad under said subparagraph (a) **in respect of such Equipment;**

(b) to assume and pay the instalments of the Conditional Sale Indebtedness (hereinafter called the Conditional Sale Indebtedness), as defined in the Conditional Sale Agreement, including interest thereon and prepayments thereof required or permitted by the last two paragraphs of Article 3 of the Conditional Sale Agreement **in respect of such Equipment; and**

(c) to assume and discharge all the other obligations of the Railroad under the Conditional Sale Agreement **in respect of such Equipment.**

The obligations so assumed by the Trustee under paragraph (a) of this Article 3 shall be payable only to the extent of amounts furnished by the Trustors (as defined in the Trust Agreement) to the Trustee pursuant to the Trust Agreement. The obligations so assumed by the Trustee under paragraphs (b) and (c) of this Article 3 shall be payable only out of the "income and proceeds from the Equipment" (as hereinafter defined), and such payments shall be made by the Trustee only to the extent that the Trustee or any assignee of the Trustee shall have actually received sufficient "income and proceeds

from the Equipment" to make such payments. The Railroad agrees that the Trustee in its capacity as trustee and the trust in respect of which the Trustee is acting as trustee shall have no personal liability to make any payments under this Agreement whatsoever except, in so far as payments under paragraph (a) of this Article 3 are concerned, as hereinabove provided, and except, in so far as payments under paragraphs (b) and (c) of this Article 3 are concerned, from the "income and proceeds from the Equipment" to the extent actually received by the Trustee or any assignee of the Trustee as above provided. As used herein the term "income and proceeds from the Equipment" shall mean (1) if one of the events of default specified in Article 15 of the Conditional Sale Agreement shall have occurred and while it shall be continuing, so much of the following amounts as are indefeasibly received by the Trustee or any assignee of the Trustee at any time after any such event and during the continuance thereof:

- (i) all amounts of rental and amounts in respect of Casualty Occurrences (as defined in Section 11 of the Lease) paid for or with respect to the Equipment pursuant to the Lease and
- (ii) any and all payments (excluding, however, any amounts paid by the Railroad to the Trustee pursuant to Sections 6, 10.2, 16.1 or 16.2 of the Lease) or proceeds received by the Trustee or any assignee of the Trustee under the Lease or for or with

respect to the Equipment as the result of the sale (including any purchase by the Railroad pursuant to Section 25 of the Lease), lease or other disposition thereof (after deducting all reasonable costs and expenses of such sale, lease or other disposition), and (2) at any other time only that portion of the amounts referred to in the foregoing clauses (i) and (ii) as are indefeasibly received by the Trustee or any assignee thereof and as shall equal the portion of the Conditional Sale Indebtedness (including required prepayments) and/or interest thereon due and payable on the date such amounts received by the Trustee or any assignee of the Trustee were required to be paid to it pursuant to the Lease, except that, in the event of a purchase by the Railroad pursuant to Section 25 of the Lease, there shall be included such portion of the purchase price received by the Trustee as shall equal the unpaid balance of the Conditional Sale Indebtedness and the interest accrued thereon, it being understood that "income and proceeds from the Equipment" shall in no event include amounts referred to in the foregoing clauses (i) and (ii) which were received by the Trustee or any assignee of the Trustee prior to the existence of such an event of default and which exceeded the amounts required to discharge that portion of the Conditional Sale Indebtedness (including required prepayments thereof) and/or interest thereon due and payable on the payment date

corresponding to the date on which amounts with respect thereto received by the Trustee or any assignee of the Trustee were required to be paid to it pursuant to the Lease or, in the case of the purchase price received by the Trustee pursuant to Section 25 of the Lease, which exceeded the amount required to pay the Conditional Sale Indebtedness and the interest accrued thereon. The obligations of the Railroad under the Conditional Sale Agreement assumed by the Trustee hereunder (other than the obligation to pay the Conditional Sale Indebtedness, and interest accrued thereon) shall be deemed in all respects satisfied by the Railroad's undertakings contained in the Lease.

ARTICLE 4. The Railroad agrees that, notwithstanding the provisions of this Agreement, it shall remain liable to the Vendor for the discharge of all the obligations of the Railroad under the Conditional Sale Agreement to the extent such obligations are not discharged by the Trustee under this Agreement.

ARTICLE 5. In the event that the Railroad shall purchase any Items of Equipment pursuant to Section 16.1 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, and in such event the Rail-

road agrees to release the Trustee from all 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.

ARTICLE 6. The terms of this Agreement and all rights and obligations hereunder shall be governed by the laws of the District of Columbia.

ARTICLE 7. Before any amendment or modification of this Agreement, or any assignment or transfer of the interest of the Trustee hereunder or any Trustor under the Trust Agreement (other than to insurance companies, commercial and savings banks and financing corporations of recognized standing organized under the laws of the United States or of any state thereof) or of the interest of the Railroad hereunder, becomes effective, the Federal Railroad Administrator must approve the same in writing. However, the Trustee or any Trustor under the Trust Agreement may assign to the Vendor its rights hereunder and under the Trust Agreement. In consideration of his guaranty of the Railroad's financial obligations under this Agreement, the Federal Railroad Administrator shall have the right to enforce this provision irrespective of any other provision of this Agreement.

ARTICLE 8. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall

be sufficiently evidenced by any such original counterpart. Although this Agreement is dated as of the date first set forth above, for convenience, the actual date or dates of execution hereof by the parties hereto is or are, respectively the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by their respective officers thereunto duly authorized, and their respective corporate seals to be hereunto affixed and duly attested.

NATIONAL RAILROAD PASSENGER
CORPORATION,

by

Vice President

[Corporate Seal]

Attest:

Secretary

FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION, as Trustee,

by

Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

CITY OF WASHINGTON,)
DISTRICT OF COLUMBIA,) ss.:

On this day of March 1974, before me
me personally appeared , to me personally
known, who being by me duly sworn, says that he is a Vice
President 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 execu-
tion of the foregoing instrument was the free act and deed
of said corporation.

Notary Public

[Seal]

My Commission expires:

