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1-333A030

November 29, 1991

REGISTRATION NO. 17604 FILED 1023

NOV 29 1991 - 1 50 PM

INTERSTATE COMMERCE COMMISSION

The Honorable Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Secretary Strickland:

Enclosed for recordation, under the provisions of 49 U.S.C. § 11303(a) and the regulations thereunder, are four original counterparts of an Interim User Agreement, dated as of November 27, 1991, between General Electric Company ("Builder-Vendor"), and National Railroad Passenger Corporation ("Railroad-Vendee"), a primary document.

The names and addresses of the parties to the enclosed Interim User Agreement are as follows:

BUILDER-VENDOR: General Electric Company
Transportation Systems
Business Operations
2901 East Lake Road
Erie, PA 16531

RAILROAD-VENDEE National Railroad Passenger Corporation
400 North Capitol Street, N.W.
Washington, D.C. 20001

(Signature)
Steve F. Hellman

NOV 29 1 49 PM '91
REGISTRATION UNIT

The Honorable Sidney Strickland, Jr.

November 29, 1991

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A general description of the railroad locomotives covered by the enclosed document is as follows:

<u>Description Locomotives</u>	<u>Identification Marks and Road Numbers</u>	<u>GE Serial Numbers</u>
GE Dash 8-32 BWH Locomotives	AMTRAK 501 AMTRAK 502	46837 46838

The undersigned is the attorney-in-fact of General Electric Company. Please return the original of the enclosed document to John K. Maser III, Esquire, Donelan, Cleary, Wood & Maser, P.C., Suite 850, 1275 K Street, Washington, D.C. 20005-4006 or to the bearer hereto.

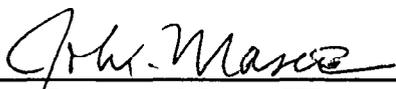
Also enclosed is a remittance in the amount of \$16.00 for the required recording fee.

A short summary of the document to appear in the index follows:

PRIMARY DOCUMENT

Interim User Agreement, dated as of November 27, 1991, between General Electric Company ("Builder-Vendor") and National Railroad Passenger Corporation ("Railroad-Vendee"), relating to two (2) General Electric Dash 8-32 BWH locomotives, bearing AMTRAK identification marks and Road Nos. 501 and 502.

Respectfully submitted,

By 
John K. Maser III
Attorney-In-Fact

Enclosure
286-8

Interstate Commerce Commission
Washington, D.C. 20423

11/29/91

OFFICE OF THE SECRETARY

John K Maser III

Donelan, Cleary, Wood & Maser

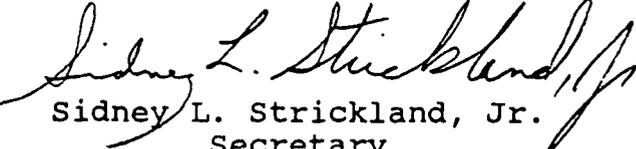
1275 K Street, N.W.

Washington, D.C. 20005-4078

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 11/29/91 at 1:50pm, and assigned recordation number(s). 17604

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

RECORDATION NO 17604 FILED 1/23

INTERIM USER AGREEMENT

NOV 29 1991 11 00 PM

INTERSTATE COMMERCE COMMISSION

THIS AGREEMENT, dated as of November 27, 1991, between National Railroad Passenger Corporation ("Amtrak") and General Electric Company ("GE")

W I T N E S S E T H

WHEREAS, Amtrak and GE have entered into an agreement dated December 31, 1990 (the "Purchase Agreement") whereby Amtrak agreed to purchase, inter alia, twenty (20) GE Dash 8-32 BWH locomotive's (the "GE Locomotives"); and

WHEREAS, Amtrak and the State of California (the "State") have entered into an agreement dated June 30, 1989 whereby Amtrak agreed to purchase on behalf of the State two locomotives (the "State's Locomotives"); and

WHEREAS, Amtrak desires that the State's Locomotives be provided out of the GE Locomotives, which will require the assignment of certain portions of the Purchase Agreement to the State, by virtue of an assignment agreement containing terms and conditions acceptable to Amtrak, the State and GE (the "Assignment Agreement") which will include, but not be limited to, the passage of title directly from GE to the State; and

WHEREAS, Amtrak desires to have possession of the two GE Locomotives which Amtrak desires to be the State's Locomotives while the Assignment Agreement and any further documentation contemplated therein is being negotiated; and

WHEREAS, GE is willing to deliver the two GE Locomotives to Amtrak hereunder, retaining title thereto to secure payment in full of the purchase price so that Amtrak, the State and GE may negotiate the Assignment Agreement and any further documentation contemplated therein, with Amtrak's assurance that the sale of the two GE Locomotives will be completed under the Purchase Agreement by the date set forth

hereinafter if the Assignment Agreement is not executed prior thereto, all, upon the terms and conditions hereinafter provided,

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

1. GE hereby agrees to deliver to Amtrak, FOB GE's plant in Erie, Pennsylvania the following two GE Locomotives (the "Interim Locomotives"):

<u>Description of Locomotives</u>	<u>Road Numbers</u>	<u>GE Serial Numbers</u>
GE Dash 8-32 BWH Locomotives, more particularly described in the Purchase Agreement	501	46837
	502	46838

The first of the Interim Locomotives will be delivered on or before November 30, 1991 and the second of the Interim Locomotives will be delivered on or before December 7, 1991.

2. Upon delivery of each of the two Interim Locomotives, Amtrak's representative shall execute an Acceptance Notice (Exhibit D of the Purchase Agreement) accepting the Interim Locomotive, with such exceptions as may be appropriate under the Purchase Agreement. For purposes of securing all of Amtrak's obligations hereunder and under the Purchase Agreement with respect to the Interim Locomotives, including, but not limited to, payment of the purchase price therefor (which purchase price the parties agree shall be equal to the Security Deposit referred to below), at all times during the term hereof GE shall and hereby does retain the full legal title to and property in the Interim Locomotives, notwithstanding the delivery of the Interim Locomotives to and the possession and use thereof by Amtrak as provided in this Agreement. Amtrak's

rights and interest in the Interim Locomotives shall be solely that of possession, custody and use as a bailee hereunder.

3. Amtrak shall do such acts as may be required by law or reasonably requested by GE for the protection of GE's title to and interest in the Interim Locomotives.
4. On or before delivery of the second Interim Locomotive, Amtrak shall make a deposit with GE (the "Security Deposit"), by wire transfer of immediately available funds, in the amount of Three Million Four Hundred Eighty Eight Thousand Six Hundred Thirty Dollars (\$3,488,630.00), which equals the amount due to GE for the two Interim Locomotives under the Purchase Agreement. During the period it holds the Security Deposit, GE will have full use thereof. The making of the Security Deposit shall give Amtrak no right of ownership in the Interim Locomotives and shall in no way be considered a payment or partial payment therefor.
5. The term of this Agreement shall be from the date of delivery of the first of the Interim Locomotives to December 31, 1991 or the date of execution of the Assignment Agreement, whichever first occurs, during which period Amtrak shall have possession, custody and use of the Interim Locomotives as a bailee pursuant to this Agreement. It is anticipated that, during the term hereof, Amtrak, the State and GE will be able to negotiate and execute the Assignment Agreement, which shall contain terms and conditions acceptable to said parties including, but not limited to, passage of title by GE to the State. Upon execution of the Assignment Agreement, GE shall apply the Security Deposit as payment of the purchase price for the Interim Locomotives. However, if, by December 31, 1991, for any reason, an acceptable Assignment Agreement has not been entered into among GE, Amtrak and the State, then (a) GE shall apply the Security Deposit to the purchase price for the Interim Locomotives under the Purchase Agreement, (b) the Interim Locomotives shall be

deemed delivered to and accepted by Amtrak under the Purchase Agreement (subject to such exceptions as may be set forth in the Acceptance Notice with respect thereto), (c) GE shall deliver a Bill of Sale conveying GE's title to the Interim Locomotives to Amtrak and (d) this Agreement shall terminate.

6. In issuing a Bill of Sale to the State or Amtrak, GE shall only be obligated to warrant that, at the time of delivery, title to the Interim Locomotive was free of all claims, liens, security interests and other encumbrances arising from, under or through GE and shall not be responsible for claims, liens, security interests or other encumbrances arising from, under or through others, including, but not limited to, Amtrak.
7. Amtrak shall permit no liens or encumbrances of any kind to attach to the Interim Locomotives. This provision shall apply until GE shall have been paid the purchase price for the Interim Locomotives and shall have delivered its Bill of Sale. Amtrak shall see that there shall be plainly, distinctly and conspicuously marked upon each side of each Interim Locomotive the following legend in letters not less than one inch in height:

OWNERSHIP SUBJECT TO SECURITY
AGREEMENTS FILED WITH THE
INTERSTATE COMMERCE COMMISSION

If, during the term of this Agreement, such marking shall at any time be removed, defaced or destroyed, Amtrak shall immediately cause the same to be restored or replaced. Amtrak hereby agrees to indemnify GE against and save GE harmless from any and all claims, damages, losses, expenses or liabilities of whatsoever kind incurred by GE as a result of Amtrak's failure to comply with this paragraph 7 .

8. Except to the extent otherwise provided in the Purchase Agreement, Amtrak shall defend GE against and indemnify and save GE harmless from any and all claims, damages, losses, expenses or liabilities of whatsoever kind, including, but not limited to attorneys' fees and costs, which may arise during the time either or both of the Interim Locomotives are in the possession of Amtrak under this Agreement, including, but not limited to, claims of third parties (including, but not limited to, employees of Amtrak) for personal injury (including, but not limited to, death) and claims of Amtrak or third parties for loss of, damage to or loss of use of any property, caused by or in any way related to the use or operation of either of the Interim Locomotives. Except to the extent otherwise provided in the Purchase Agreement, Amtrak shall furthermore pay any and all fines, charges and penalties that may accrue or be assessed or imposed upon the Interim Locomotives or GE because of GE's ownership thereof or because of the use, operation, management, maintenance, repair or handling of the Interim Locomotives during the term of this Agreement. Amtrak agrees that GE shall not be liable for any tax (other than such a tax on income of GE) that may accrue or be assessed or imposed upon the Interim Locomotives or GE by virtue of this Agreement or the arrangement contemplated hereby and shall promptly pay GE for any such tax accrued, assessed or imposed. The obligations of Amtrak described in this Paragraph 8 shall survive termination of this Agreement.

9. Amtrak shall, at its own expense, keep and maintain the Interim Locomotives in good order and running condition, applying GE's recommended normal maintenance standards and procedures, and shall, at its option, repair or promptly pay to GE the purchase price (as set forth in the Purchase Agreement), by application of the Security Deposit, for any of the Interim Locomotives which may be damaged or destroyed by any cause during the term of this Agreement.

10. By execution of this Agreement, neither of the parties waives any provisions of the Purchase Agreement relating to warranty, exclusion of certain warranties, remedies (and limitation of remedies) and limitation of liability and indemnities.
11. In the event Amtrak shall breach this Agreement, GE may, in addition to any other remedies it may have, enter upon the premises of Amtrak or such other premises where the Interim Locomotives may be and take possession of the Interim Locomotives, and thenceforth hold, possess and enjoy the same free from any right of Amtrak or its successors or assigns. In such event, GE may use the Interim Locomotives for any purposes whatsoever, and may sell (in a commercially reasonable manner) and deliver the Interim Locomotives to others upon such terms as GE may reasonably see fit, it being understood and agreed that Amtrak shall remain liable to GE for: (a) An amount equal to any difference in the price paid by such other parties and the purchase price due from Amtrak under the Purchase Agreement, plus: (b) An amount equal to all expenses of GE incident to such sale including, but not limited to, the expenses of withdrawing the Interim Locomotives from the service of Amtrak, providing for the care and custody of the Interim Locomotives, and preparing the Interim Locomotives for sale; and GE shall, in such event, return to Amtrak any remaining portion of the Security Deposit left after deduction of the foregoing and any other amounts due GE. In the event that the amounts due GE exceed the Security Deposit, Amtrak shall pay to GE such additional amounts due upon demand by GE.
12. Amtrak and GE each represent and warrant to the other that:
 - (a) It is a duly organized and validly existing corporation in good standing under the laws of its state of incorporation, duly qualified to do business in such jurisdictions as are necessary to carry out the transactions contemplated by

this Agreement and that it has power and authority to own its properties and carry on its business as now conducted;

- (b) The execution and delivery of this Agreement is within its corporate authority, has been authorized by proper corporate proceedings and will not contravene any provision of law or of its charter or by - laws nor contravene nor constitute a default under the provisions of any agreement or other instrument binding upon it, and this Agreement is a valid and binding obligation, enforceable, subject to applicable insolvency, bankruptcy or moratorium laws, against it in accordance with its terms;
 - (c) No governmental authorizations, approvals or exemptions are required for the execution and delivery of this Agreement or for the validity and enforceability hereof or the bailment of the Interim Locomotives hereunder on the terms and conditions provided herein, or, if any such authorizations are required, they have been obtained and, if any such shall hereafter be required, they will promptly be obtained.
13. To the extent inconsistent herewith, the terms of the Purchase Agreement shall be superceded by the terms of this Agreement.
14. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any party hereto may execute this Agreement by signing one or more counterparts.

IN WITNESS WHEREOF, each of the parties hereto has cause this Agreement to be executed by its authorized representative effective as of the date first above written.

NATIONAL RAILROAD PASSENGER
CORPORATION

BY _____

TITLE _____

GENERAL ELECTRIC COMPANY

BY  _____

TITLE MANAGER, TRANSPORTATION SYSTEMS

FINANCE OPERATION

TRANSPORTATION SYSTEMS BUSINESS OPERATIONS

Commonwealth of Pennsylvania)

) ss:

County of Erie)

On this 27th day of November, 1991, before me personally appeared T. P. Saddlemire, to me personally known, who, being by me duly sworn, says that he is Manager-Transportation Systems Finance Operation, of Transportation Systems Business Operations of General Electric Company, that the foregoing instrument was executed 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.

[NOTARIAL SEAL]



Notary Public

My Commission expires:

Notarial Seal
Bonnie Zelgowski, Notary Public
Wesleyville Boro, Erie County
My Commission Expires April 2, 1994

IN WITNESS WHEREOF, each of the parties hereto has cause this Agreement to be executed by its authorized representative effective as of the date first above written.

NATIONAL RAILROAD PASSENGER
CORPORATION

BY Robert Jensen

TITLE Controller

GENERAL ELECTRIC COMPANY

BY _____

TITLE _____

District of)

) ss:

Columbia)

On this 29th day of November, 1991, before me personally appeared Robert L. Lewis, III. to me personally known, who, being by me duly sworn, says that he is Controller of National Railroad Passenger Corporation, that the foregoing instrument was executed 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.

[NOTARIAL SEAL]


Notary Public

My Commission expires: 1/1/95