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April 26, 1993

VIA FEDERAL EXPRESS

Ms. Mildred Lee
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Room 2302
Washington, D.C. 20423

RECORDATION NO. 18218 FILED 1423

3-119A027

APR 29 1993 3:08 PM

INTERSTATE COMMERCE COMMISSION

Subject: Recordation of Locomotive Lease

Dear Ms. Lee:

Enclosed for recordation, under the provisions of 49 U.S.C. §11303 and the regulations thereunder, is an original and one copy/counterpart of an Interim User Agreement, dated as of April 20, 1993, between General Electric Company ("Lessor") and National Railroad Passenger Corporation ("Lessee"), a primary document.

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

LESSOR: General Electric Company
2901 East Lake Road
Erie, Pennsylvania 16531

LESSEE: National Railroad Passenger Corporation
60 Massachusetts Avenue, S.E.
Washington, D.C. 20002

A general description of the locomotive(s) covered by the enclosed documents is attached hereto as Schedule I. Also enclosed is a remittance in the amount of \$16.00 for the required recording fee.

The undersigned is Counsel and Attesting Secretary of General Electric Company. Please return the original and any extra copies not needed by the Commission for recordation to Daniel A. Rowley, General Electric Company, 2901 East Lake Road, Building 14-5, Erie, Pennsylvania 16531.

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

PRIMARY DOCUMENT

Interim User Agreement, dated as of April 20, 1993, between General Electric Company ("Lessor") and National Railroad Passenger Corporation ("Lessee"), relating to 22 General Electric Diesel Electric Locomotives, bearing Road Nos. 800-821.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "D. Darowley". The signature is written in a cursive style with a large, sweeping loop at the end.

Enclosures

SCHEDULE I

Description of Locomotive(s)

<u>Type of Equipment</u>	<u>Number of Units</u>	<u>Road Number(s)</u>
General Electric Diesel Electric Locomotives	22	800-821

Interstate Commerce Commission
Washington, D.C. 20423

4/30/93

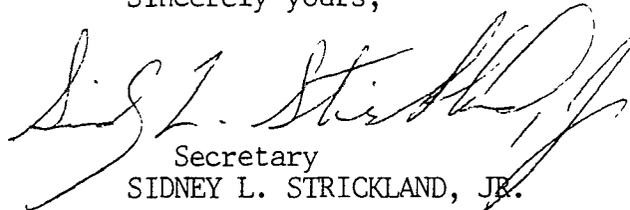
OFFICE OF THE SECRETARY

Daniel A. Rowley
Counsel
General Electric Company
2901 East Lake Rd.
Erie, PA. 16531

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 4/29/93 at 3:05pm, and assigned
recording number(s). 18218

Sincerely yours,



Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

INTERSTATE COMMERCE COMMISSION
THIS AGREEMENT, dated as of April 20, 1993, between GENERAL ELECTRIC COMPANY, a New York corporation ("GE") and NATIONAL RAILROAD PASSENGER CORPORATION ("Amtrak").

WITNESSETH:

WHEREAS, GE and Amtrak have entered into an agreement dated December 31, 1990, and amended from time to time in accordance with its terms (as so amended, the "Purchase Agreement") calling for GE to manufacture and deliver to Amtrak, and Amtrak to accept and pay for, among other things, twenty-two (22) AMD series Dash 8-40BPH locomotives (collectively, the "Locomotives"); and

WHEREAS, Amtrak intends to finance the purchase of the Locomotives from GE pursuant to one or more permanent forms of financing (the "Financing"), but delivery of the Locomotives is scheduled to begin prior to the time Amtrak will have completed said Financing; and

WHEREAS, Amtrak desires that it be permitted to use the Locomotives pending establishment of such Financing, solely as a bailee thereof, and GE is willing to grant such temporary custody and possession to Amtrak upon the terms and conditions hereinafter provided;

NOW THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. GE, as lessor, hereby agrees to deliver pursuant to the Purchase Agreement the Locomotives (as more particularly described in Exhibit A) to Amtrak, as lessee, FOB GE's Erie, Pennsylvania plant, as of the date each of them is released pursuant to the Purchase Agreement from manufacturing, for acceptance by Amtrak in Pueblo, Colorado, for Unit Number 800, and Erie, Pennsylvania for all units thereafter. Amtrak covenants to GE that the Financing will be established and the purchase price for the Locomotives paid, not later than July 16, 1993 (time being of the essence) for all Locomotives delivered on or before June 30, 1993. Amtrak further covenants to GE that the Financing will be established and the purchase price paid, not later than September 24, 1993 (time being of the essence) for all Locomotives delivered after June 30, 1993 and before September 23, 1993. Amtrak may pay the purchase price for any of the Locomotives in advance of July 16, 1993 or September 24, 1993, pursuant to an executed Purchase Agreement between GE and Amtrak. On the date the purchase price of any Locomotive is paid to GE, GE shall deliver a bill of sale to Amtrak, and this Agreement shall automatically terminate with respect to such Locomotive without further action by or notice to either party hereto, except for those provisions which, in order to be given effect, should survive termination.

2. On the date the purchase price for the Locomotives is paid, Amtrak agrees to pay to GE, as rent for each such Locomotive, a sum equal to the unit price for such Locomotive, multiplied by four percent, and divided by 365, for each day that payment of the purchase price is not received from and after the last day of the month in which such Locomotive was delivered pursuant to section 1.

3. Upon delivery of each Locomotive, Amtrak's representative shall inspect such Locomotive and, if acceptable as provided by the Purchase Agreement, shall execute an Acceptance Notice (Exhibit D of the Purchase Agreement) accepting such 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 Locomotives, including, but not limited to, payment of the purchase price therefor, at all times during the term hereof GE shall and hereby does retain the full legal title to and property in the Locomotives, notwithstanding the delivery of the Locomotives to and the possession and use thereof by Amtrak as provided in this Agreement. Amtrak's rights and interest in the Locomotives shall be solely that of possession, custody and use hereunder.

4. 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 security interest in the Locomotives.

5. Amtrak agrees that the execution by GE of this Agreement or the delivery by GE of the Locomotives as contemplated by this Agreement, shall not relieve Amtrak of its obligations to accept, take and pay for the Locomotives in accordance with the terms of the Purchase Agreement.

6. In issuing a Bill of Sale to Amtrak, GE shall only be obligated to warrant that title to the Locomotive was free of all claims, liens, security interests and other encumbrances arising from, under or through GE at the time of delivery hereunder, and GE shall not be responsible for claims, liens, security interests or other encumbrances arising thereafter 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 Locomotives. This provision shall apply until GE shall have been paid the purchase price for the Locomotives and shall have delivered its Bill of Sale. GE shall see that there shall be plainly, distinctly and conspicuously marked upon each 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 any of the 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 the 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 Locomotives or GE because of GE's ownership thereof or because of the use, operation, management, maintenance, repair or handling of the 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 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 Locomotives in good order and running condition, and shall, at its option, repair or promptly pay in full to GE the purchase price as set forth in the Purchase Agreement for any of the Locomotives which may be damaged or destroyed by any cause during the term of this Agreement other than any damage or destruction caused by a breach of the warranties provided by GE under the Purchase Agreement or by any action of GE for which GE has agreed to indemnify Amtrak under the Purchase 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 any term or provision of this Agreement including, without limitation, (i) any failure to cause the proceeds of any Financing to be applied to the payment in full of the purchase price for the Locomotives as invoiced by GE, or, (ii) if any Financing is not entered into on or before the dates required by Paragraph 1, any failure to pay in full the purchase price for the Locomotives on or before such date, then GE may, in addition to any other

remedies it may have to recover such purchase price and any unpaid amount hereunder (and no other amounts except as provided under clause (c) below), enter upon the premises of Amtrak or such other premises where the Locomotives may be and take possession of the Locomotives, and thenceforth hold, possess and enjoy the same free from any right of Amtrak or its successors or assigns. In such event, unless GE has received the purchase price and any amount due hereunder, for the Locomotives (in which case GE shall return the Locomotives and convey title thereto to Amtrak), GE may use the Locomotives for any purposes whatsoever, and may sell (in a commercially reasonable manner) and deliver the 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) Any other unpaid amount hereunder, plus: (c) An amount equal to all expenses of GE incident to such sale including, but not limited to, the expenses of withdrawing the Locomotives from the service of Amtrak, providing for the care and custody of the Locomotives, and preparing the Locomotives for sale, and GE shall, in such event, return to Amtrak any remaining portion of the proceeds from any such third-party sale left after deduction of the foregoing and any other amounts due GE. In the event that the amounts due GE exceed any remaining portion of the proceeds from any such third-party sale, 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 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 superseded 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 Robert J. Nardella
TITLE President & CEO

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 *Dominic T. Sullivan*
TITLE Ex. V.P. C.o.o.

GENERAL ELECTRIC COMPANY

BY _____
TITLE _____

ANNEX A

LOCOMOTIVES

<u>Description of GE Locomotives</u>	<u>Road Numbers</u>	<u>GE Serial Numbers</u>
AMD Series Dash 8-40BP Locomotives more particularly described in the Purchase Agreement	800-821	

)
District of Columbia) ss:
)

On this 21st day of April, 1993, before me personally appeared Dennis F. Sullivan, to me personally known, who, being by me duly sworn, says that he is Executive Vice President & C.O.O. of National Railroad Passenger Corporation, that the foregoing instrument was executed on behalf of said corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

Brenda M. Zangas
Notary Public

My Commission expires:

Brenda M. Zangas
Notary Public, District of Columbia
My Commission Expires July 31, 1996



Commonwealth of Pennsylvania)
) ss:
County of Erie)

On this 23rd day of April, 1993, before me personally appeared R. L. Nardelli, to me personally known, who, being by me duly sworn, says that he is President & C.E.O. 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:

Notary Seal
Carol A. Wanler, Notary Public
Lawrence Park Twp, Erie County
My Commission Expires Dec. 12, 1994