

RECORDATION NO. 5828-1 Filed & Recorded

JAN 18 1971 - 12 25 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of August 1, 1970, among GENERAL MOTORS CORPORATION (Electro-Motive Division) (hereinafter called the Builder), THE FIRST PENNSYLVANIA BANKING AND TRUST COMPANY (hereinafter called the Company), UNITED STATES TRUST COMPANY OF NEW YORK, as Assignee (hereinafter called the Assignee) and THE BALTIMORE AND OHIO RAILROAD COMPANY (hereinafter called the Lessee).

WHEREAS the Builder, the Company and the Lessee have entered into a Conditional Sale Agreement dated as of August 1, 1970 (hereinafter called the Conditional Sale Agreement), providing for the construction, sale and delivery of the units of railroad equipment described in Annex B to the Conditional Sale Agreement (hereinafter called the Equipment);

WHEREAS the Conditional Sale Agreement has been filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act on September 15, 1970, and assigned recordation number 5828;

WHEREAS pursuant to an Agreement and Assignment dated as of August 1, 1970, the Builder assigned to the Assignee, as Agent under a Finance Agreement dated as of August 1, 1970, its right, title and security interest in and to the Equipment and the Conditional Sale Agreement

(subject to certain exceptions);

WHEREAS the Company and the Lessee have entered into a lease dated as of August 1, 1970 (hereinafter sometimes referred to as the Lease), providing for the lease of the Equipment, also described in Schedule A to the Lease;

WHEREAS the Lease has been filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act on September 15, 1970, and assigned recordation number 5828-A;

WHEREAS the Lease has heretofore been amended by an Amendment Agreement dated as of August 1, 1970, between the Company and the Lessee and so filed and recorded with the Interstate Commerce Commission on November 18, 1970, and assigned recordation number 5828-C; and

WHEREAS the parties hereto desire to make a certain amendment to the Conditional Sale Agreement and certain further amendments to the Lease;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreement hereinafter set forth, the parties hereto do hereby agree as follows:

- 1. The Conditional Sale Agreement is hereby amended and supplemented by the parties thereto so that the second sentence of the second paragraph of Article 4 thereof is hereby deleted and replaced with the following sentence:

"The term 'Closing Date' with respect to any Group shall mean such date (not earlier than September 29, 1970, and not later than March 31, 1971, such later date being hereinafter called the Cut-Off Date), occurring not less than seven business days nor more than ten business days following presentation by the Builder to the Vendee of the invoice and the Certificate or Certificates of Acceptance for such Group, as shall be fixed by the Guarantor by written notice delivered to the Vendee and the Vendor at least five business days prior to the Closing Date designated therein."

2. The Lease is hereby amended and supplemented by the parties thereto by deleting the third "Whereas" clause thereof and replacing the same with the following:

"WHEREAS, the Lessee desires to lease all the units of said equipment, or such lesser number (hereinafter called the Units), as are delivered and accepted and settled for under the Security Document on or prior to March 31, 1971 (hereinafter called the Cut-Off Date) at the rentals and for the terms and upon the conditions hereinafter provided;"

3. The Lease is hereby amended and supplemented by the parties thereto by deleting the second sentence of the first paragraph of § 3 thereof and replacing it with the following:

"The first semiannual payment shall be in an amount equal to 0.022396% of the Purchase Price (as such term is defined in the Security Document pursuant to which such Unit is being acquired by the Lessor) of each Unit subject to this Lease for each day elapsed from and including the date such Unit is settled for under the Security Document to February 1, 1971; the next five semiannual payments shall each be in an amount equal to 4.03125% of the Purchase Price of each such Unit less, in the case of the first of such semiannual payments, an amount equal to 0.022396% of the Purchase Price of each

Unit settled for after January 31, 1971, for each day elapsed from and including February 1, 1971, to and including the earlier of the Closing Date in respect of such Unit occurring under the Security Document or the Cut-Off Date; and the last 24 such semiannual payments shall each be in an amount equal to 6.54509% of the Purchase Price of each such Unit."

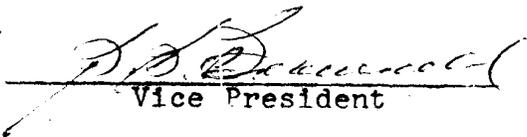
4. The Lessee will promptly cause this Amendment Agreement to be recorded and filed with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act, and this Amendment Agreement shall become effective upon such filing and recordation.

5. Except as amended hereby, the Lease shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this instrument to be executed in their respective corporate names by duly authorized officers, and their respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

GENERAL MOTORS CORPORATION
(Electro-Motive Division),

by


Vice President

[Corporate Seal]

Attest:


Assistant Secretary

THE FIRST PENNSYLVANIA BANKING AND TRUST COMPANY,

by Charles P. Turabole
Vice President

[Corporate Seal]

Attest:
John A. Kasib
Assistant Secretary

THE BALTIMORE AND OHIO RAILROAD COMPANY,

by [Signature]
Treasurer

[Corporate Seal]

Attest:
T. J. Hochman
Assistant Secretary

Approved as to Legal Form

[Signature]
Assistant General Sol.

UNITED STATES TRUST COMPANY OF NEW YORK,

by [Signature]
Assistant Vice President

[Corporate Seal]

Attest:
[Signature]
Assistant Secretary

