

7829-I

RECORDATION NO. Filed & Recorded

NOV 25 1975 -4 45 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of July 15, 1975, among GENERAL ELECTRIC COMPANY (hereinafter called the "Builder"), NATIONAL RAILROAD PASSENGER CORPORATION (hereinafter called the "Railroad"), BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION (hereinafter called the "Original Assignee") and FEDERAL FINANCING BANK (hereinafter called the "Successor Assignee").

WHEREAS the Builder and the Railroad have entered into a Conditional Sale Agreement dated as of June 1, 1974, (hereinafter called the "Conditional Sale Agreement");

WHEREAS the Builder and the Original Assignee have entered into an Agreement and Assignment dated as of June 1, 1974 (hereinafter called the "Assignment");

WHEREAS the Conditional Sale Agreement and the Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on February 10, 1975, at 3:25 p.m., and were assigned recordation number 7829; and

WHEREAS the parties hereto desire to amend the Conditional Sale Agreement and the Assignment in certain respects, including the substitution of the Successor Assignee for the Original Assignee as a party to the Assignment.

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

1. The first sentence of the third paragraph of Article 2 of the Conditional Sale Agreement is hereby amended by deleting the reference therein to "June 30, 1975" and substituting "December 31, 1975" therefor.

2. The second paragraph of Article 3 of the Conditional Sale Agreement is hereby amended by deleting the reference therein to "June 30, 1975" and substituting "December 31, 1975" therefor.

3. The fourth paragraph of Article 3 of the Conditional Sale Agreement is hereby deleted and the following is substituted therefor:

"The instalments of the portion of the Purchase Price payable pursuant to subparagraph (b) of the preceding paragraph (said portion of the aggregate Purchase Price for such Equipment being herein called the Conditional Sale Indebtedness) shall be payable on each January 15 and July 15, commencing July 15, 1976, to and including July 15, 1989 (or if any such date is not a business day on the next succeeding business day), each such date being hereinafter called a Payment Date. The unpaid balance of the Conditional Sale Indebtedness shall bear interest from and including the Closing Date in respect of which such indebtedness was incurred at a rate per annum equal to the rate (hereinafter called the 'Debt Rate') which shall be set forth in a supplement hereto, entered into on or before the first Closing Date, between the Vendor and the Railroad. Interest accrued to July 15, 1975, shall be payable on July 15, 1975, and interest accruing on and after July 15, 1975, shall be payable on each January 15 and July 15 following July 15, 1975. The principal amount of Conditional Sale Indebtedness payable on each Payment Date shall be calculated on such a basis that the aggregate of the principal

and interest payable on each Payment Date shall be substantially equal and such 27 instalments of principal will completely amortize the Conditional Sale Indebtedness."

4. The fifth paragraph of Article 3 of the Conditional Sale Agreement is hereby amended by deleting the reference in the first sentence thereof to "June 30, 1975" and substituting "December 31, 1975" therefor and by deleting the last sentence of said paragraph.

5. The sixth paragraph of Article 3 of the Conditional Sale Agreement is hereby amended by deleting the reference therein to "360-day year" and substituting "365-day year" therefor.

6. The eighth paragraph of Article 3 of the Conditional Sale Agreement is hereby amended by deleting the reference in the last sentence thereof to "the Assignment Date" and substituting "January 14, 1976" therefor.

7. The last paragraph of Article 3 of the Conditional Sale Agreement is hereby deleted.

8. The first sentence of Article 9 of the Conditional Sale Agreement is hereby amended by deleting the reference therein to "1975" and substituting "1976" therefor.

9. Article 23 of the Conditional Sale Agreement is hereby deleted and the following is substituted therefor:

"ARTICLE 23. Approvals of Administrator. The parties agree that before any amendment or modification (other than to the Specifications) of this Agreement, or any assignment or transfer of the interest of the

Railroad hereunder (other than to the Trustee pursuant to the Sale and Lease Back Agreement), becomes effective, the Federal Railroad Administrator must approve the same in writing. In the event of an assignment or transfer of the Builder's or Vendor's interest herein (other than to the Assignee named in the Agreement and Assignment of even date herewith), the transferee or assignee of such interest, and any subsequent transferees or assignees, must obtain the approval of the Administrator before any such transfer or assignment becomes effective, provided, however, that such approval shall not be required with respect to any transfer or assignment of the Builder's or Vendor's interest herein (i) by the Federal Financing Bank, or (ii) with respect to any such transfer or assignment to insurance companies, commercial and savings banks, pension funds, financial institutions of recognized standing organized under the laws of the United States or any state thereof, or any agency or instrumentality of the United States government. In consideration of his guarantee 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."

10. The Assignment is hereby amended by deleting each and every reference therein to "Bank of America National Trust and Savings Association" and substituting "Federal Financing Bank" therefor in each such place and the Original Assignee hereby assigns, transfers and sets over to the Successor Assignee all the right, title, interests, powers, privileges, remedies and other benefits assigned, transferred and set over to the Original Assignee by the Assignment, and the Successor Assignee undertakes to comply with the obligations of the Assignee thereunder.

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11. The second paragraph of Section 4 of the Assignment is hereby amended by deleting the second sentence thereof and substituting the following therefor:

"In giving the opinion specified in said subparagraph (d), counsel may rely, as to authorization, execution and delivery by the Builder of the documents executed by the Builder and title to the Equipment at the time of delivery thereof under the Conditional Sale Agreement, on the opinion of counsel for the Builder and as to any matter governed by the law of the District of Columbia on the opinion of counsel for the Railroad or of Messrs. Foley, Lardner, Hollabaugh & Jacobs as to such matter."

12. Section 7 of the Assignment is hereby amended by deleting the reference therein to the "State of California" and substituting "District of Columbia" therefor.

13. The Assignment is hereby amended to permit the aforesaid amendments to the Conditional Sale Agreement as though originally set forth therein.

14. Each and every reference in the Conditional Sale Agreement and the Assignment to the Leases and the Sale and Lease Back Agreement shall be deemed to refer to such documents as amended to and including the date hereof.

15. The Railroad will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 18 of the Conditional Sale Agreement.

16. Except as amended hereby, the Conditional Sale

Agreement and the Assignment shall remain unaltered and in full force and effect.

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.

GENERAL ELECTRIC COMPANY

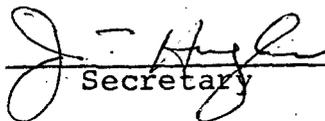
by



General Manger -
Locomotive Products Department

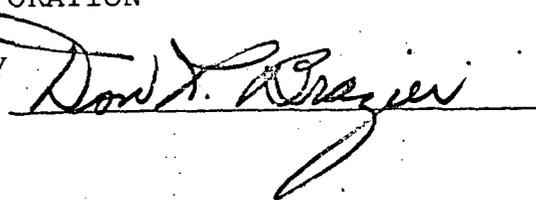
[Corporate Seal]

Attest:


Secretary

NATIONAL RAILROAD PASSENGER CORPORATION

by



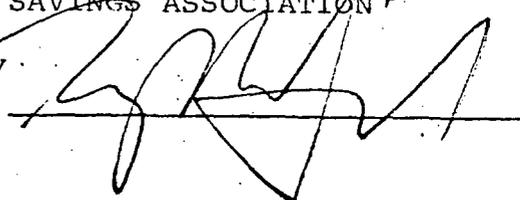
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Attest:

Secretary

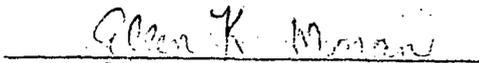
BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION

by



[Corporate Seal]

Attest:


ASSISTANT Secretary

FEDERAL FINANCING BANK

by _____

[Corporate Seal]

Attest:

Secretary

Approval of the Administrator

The Deputy Federal Railroad Administrator on behalf of the Secretary of the Department of Transportation of the United States of America does hereby approve and consent to the foregoing Amendment Agreement in accordance with Article 23 of the Conditional Sale Agreement dated as of June 1, 1974, between General Electric Company and National Railroad Passenger Corporation and related documents.

Deputy Federal Railroad Administrator

Attest:

COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF ERIE)

On this ^{Nov.} 24 day of ~~July~~ 1975, before me personally appeared *S. B. Hamilton*, to me personally known, who being by me duly sworn, said that he is General Manager- Locomotive Products Department of GENERAL ELECTRIC COMPANY, 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.

Margaret M. Frew

Notary Public

[Notarial Seal]

MARGARET M. FREW, Notary Public
Erie, Erie Co., Pa.
My Commission Expires June 7, 1976

My Commission expires



STATE OF CALIFORNIA)
CITY AND) ss.:
COUNTY OF SAN FRANCISCO)

On this *16* day of July 1975, before me personally appeared *Terry M. Saigh*, to me personally known, who being by me duly sworn, said that he is a Vice President of BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, that one of the seals 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.



[Notarial Seal]

Karen L. Novak

Notary Public

My Commission expires *JAN. 2, 1979*

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

On this day of July 1975, before me personally appeared Asaph H. Hall, to me personally known who being by me duly sworn, says that he is the Deputy 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 Deputy Federal Railroad Administrator.

Notary Public

[Notarial Seal]

My Commission expires