

RECORDATION NO. 7829 Filed & Recorded

FEB 6 1976-12 00 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT, dated as of January 1, 1976, among NATIONAL RAILROAD PASSENGER CORPORATION (hereinafter called the Railroad), GENERAL ELECTRIC COMPANY (hereinafter called the Builder), and FEDERAL FINANCING BANK (hereinafter called the Assignee).

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

WHEREAS the Builder and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION (hereinafter called the Original Assignee) have entered into an Agreement and Assignment dated as of June 1, 1974 (hereinafter called the Original Assignment);

WHEREAS the Original Conditional Sale Agreement and the Original 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;

WHEREAS the Original Conditional Sale Agreement and the Original Assignment have been amended in certain respects, including the substitution of the Assignee for the Original Assignee as a party to the Original Assignment (the Original Conditional Sale Agreement and the Original Assign-

ment, as amended and supplemented to the date hereof, being hereinafter called the Conditional Sale Agreement and the Assignment, respectively);

WHEREAS the parties hereto desire to extend the date by which the financing contemplated by the Conditional Sale Agreement must be completed; and

WHEREAS the parties hereto now desire to amend further the Conditional Sale Agreement and the Assignment to accomplish the foregoing;

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

1. Article 2 of the Conditional Sale Agreement is hereby amended by substituting the date "June 30, 1976" for the date "December 31, 1975" in the first sentence of the third paragraph thereof.

2. Article 3 of the Conditional Sale Agreement is hereby amended by substituting the date "June 30, 1976" for the date "December 31, 1975" in the second paragraph thereof.

3. The fourth paragraph of Article 3 of the Conditional Sale Agreement is hereby amended to read as follows:

"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 Condi-

tional Sale Indebtedness) in respect of any unit of Equipment shall be payable on each January 15 and July 15, commencing July 15, 1976, to and including July 15, 1989, in the case of units of Equipment settled for on or prior to January 15, 1976, and commencing January 15, 1977, to and including January 15, 1990, in the case of units of Equipment settled for after January 15, 1976 (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 the rate of $8\frac{3}{8}\%$ per annum in the case of units of Equipment settled for on or prior to January 15, 1976, and $8\frac{1}{8}\%$ per annum in the case of units of Equipment settled for after said date. Such interest shall be payable on January 15, 1976, July 15, 1976 and on each Payment Date thereafter. The principal amount of Conditional Sale Indebtedness payable on each Payment Date in respect of any unit of Equipment 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 such Conditional Sale Indebtedness."

4. The fifth paragraph of Article 3 of the Conditional Sale Agreement is hereby amended by substituting the parenthesis "(on or before June 30, 1976)" for the parenthesis "(on or before December 31, 1975)" in the first sentence thereof.

5. The third sentence of the first paragraph of Article 7 of the Conditional Sale Agreement is hereby amended by inserting the words "in respect to the unit of Equipment having suffered the Casualty Occurrence" after the first appearance of the words "Conditional Sale Indebtedness" and by inserting the word "remaining" before

the second appearance of the words "Conditional Sale Indebtedness".

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

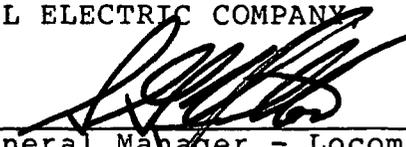
7. Except as amended hereby, the Conditional Sale Agreement and the Assignment shall remain unaltered and in full force and effect.

8. The Railroad will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 19 of the Conditional Sale Agreement.

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.

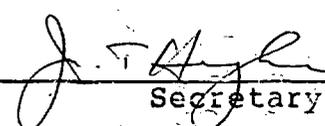
GENERAL ELECTRIC COMPANY

by


General Manager - Locomotive
Products Department

[Corporate Seal]

Attest:


Secretary

NATIONAL RAILROAD PASSENGER
CORPORATION,

by

[Corporate Seal]

Attest:

Secretary

FEDERAL FINANCING BANK,

by

[Corporate Seal]

Attest:

Secretary

RECORDATION NO. 7829 Filed & Recorded

FEB 6 1976-12 00 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT, dated as of January 1, 1976, among NATIONAL RAILROAD PASSENGER CORPORATION (hereinafter called the Railroad), GENERAL ELECTRIC COMPANY (hereinafter called the Builder), and FEDERAL FINANCING BANK (hereinafter called the Assignee).

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

WHEREAS the Builder and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION (hereinafter called the Original Assignee) have entered into an Agreement and Assignment dated as of June 1, 1974 (hereinafter called the Original Assignment);

WHEREAS the Original Conditional Sale Agreement and the Original 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;

WHEREAS the Original Conditional Sale Agreement and the Original Assignment have been amended in certain respects, including the substitution of the Assignee for the Original Assignee as a party to the Original Assignment (the Original Conditional Sale Agreement and the Original Assign-

ment, as amended and supplemented to the date hereof, being hereinafter called the Conditional Sale Agreement and the Assignment, respectively);

WHEREAS the parties hereto desire to extend the date by which the financing contemplated by the Conditional Sale Agreement must be completed; and

WHEREAS the parties hereto now desire to amend further the Conditional Sale Agreement and the Assignment to accomplish the foregoing;

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

1. Article 2 of the Conditional Sale Agreement is hereby amended by substituting the date "June 30, 1976" for the date "December 31, 1975" in the first sentence of the third paragraph thereof.

2. Article 3 of the Conditional Sale Agreement is hereby amended by substituting the date "June 30, 1976" for the date "December 31, 1975" in the second paragraph thereof.

3. The fourth paragraph of Article 3 of the Conditional Sale Agreement is hereby amended to read as follows:

"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 Condi-

tional Sale Indebtedness) in respect of any unit of Equipment shall be payable on each January 15 and July 15, commencing July 15, 1976, to and including July 15, 1989, in the case of units of Equipment settled for on or prior to January 15, 1976, and commencing January 15, 1977, to and including January 15, 1990, in the case of units of Equipment settled for after January 15, 1976 (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 the rate of $8\frac{3}{8}\%$ per annum in the case of units of Equipment settled for on or prior to January 15, 1976, and $8\frac{1}{8}\%$ per annum in the case of units of Equipment settled for after said date. Such interest shall be payable on January 15, 1976, July 15, 1976 and on each Payment Date thereafter. The principal amount of Conditional Sale Indebtedness payable on each Payment Date in respect of any unit of Equipment 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 such Conditional Sale Indebtedness."

4. The fifth paragraph of Article 3 of the Conditional Sale Agreement is hereby amended by substituting the parenthesis "(on or before June 30, 1976)" for the parenthesis "(on or before December 31, 1975)" in the first sentence thereof.

5. The third sentence of the first paragraph of Article 7 of the Conditional Sale Agreement is hereby amended by inserting the words "in respect to the unit of Equipment having suffered the Casualty Occurrence" after the first appearance of the words "Conditional Sale Indebtedness" and by inserting the word "remaining" before

the second appearance of the words "Conditional Sale Indebtedness".

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

7. Except as amended hereby, the Conditional Sale Agreement and the Assignment shall remain unaltered and in full force and effect.

8. The Railroad will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 19 of the Conditional Sale Agreement.

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 Manager - Locomotive
Products Department

[Corporate Seal]

Attest:

Secretary

NATIONAL RAILROAD PASSENGER CORPORATION,

by Don J. Brazier

[Corporate Seal]

Attest:

Elyse G. Warden
Secretary

FEDERAL FINANCING BANK,

by Robt. M. Finner

[Corporate Seal]

Attest:

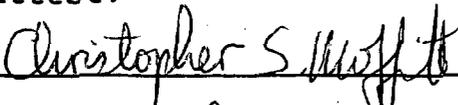
Richard H. Wolf
Secretary

Approval of the Administrator

The Federal Railroad Administrator on behalf of the Secretary 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.

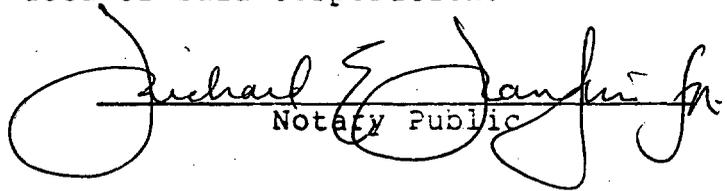

Federal Railroad Administrator

Attest:


Counsel, FRA

DISTRICT OF COLUMBIA,) ss.:

On this 26th day of January 1976, before me personally appeared Don R. Brazier, 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.


Notary Public

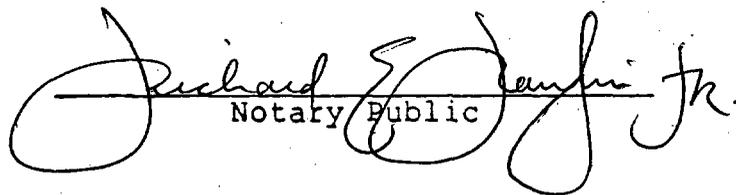
[Notarial Seal]

My Commission expires

My Commission Expires September 30, 1980

DISTRICT OF COLUMBIA,) ss.:

On this 29th day of January 1976, before me personally appeared ASAPH H. HALL, 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.


Notary Public

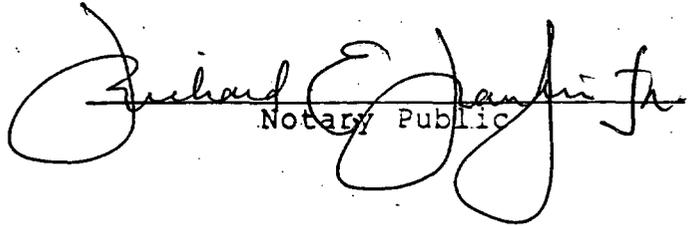
[Notarial Seal]

My Commission expires

My Commission Expires September 30, 1980

DISTRICT OF COLUMBIA,) ss.:

On this 4th day of February 1976, before me personally appeared Ralph M. Forbes, 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.


Notary Public

[Notarial Seal]

My Commission expires

My Commission Expires September 30, 1980