

RECORDATION NO. 7457-8 Filed & Recorded

MAY 10 1977 -2 12 P.M.

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 7457-8 Filed & Recorded

MAY 10 1977 -2 12 P.M.

INTERSTATE COMMERCE COMMISSION



RECORDATION NO. 7457-9 Filed & Recorded

May 10, 1977

MAY 10 1977 -2 12 P.M.

SECRET INTERSTATE COMMERCE COMMISSION  
Interstate Commerce Commission  
Washington, D.C. 20423

RECORDATION NO. 7457-10 Filed & Recorded

MAY 10 1977 -2 12 P.M.

INTERSTATE COMMERCE COMMISSION

MAY 10 1977  
RECEIVED  
MAY 10 1977  
40

Dear Sir:

There are submitted herewith for filing with the Commission pursuant to Section 20c of the Interstate Commerce Act six executed copies of:

- 1) an Amendment Agreement dated as of March 31, 1977 among the National Railroad Passenger Corporation (hereinafter referred to as "Amtrak"), General Motors Corporation (Electro-Motive Division) (hereinafter referred to as "EMD") and Federal Financing Bank (hereinafter referred to as the "Lender") with respect to a Conditional Sale Agreement dated as of February 1, 1974 between EMD, as vendor, and Amtrak, as Vendee, (hereinafter referred to as the "Conditional Sale Agreement"), and with respect to an Agreement and Assignment (hereinafter referred to as the "Agreement and Assignment") dated as of February 1, 1974 between EMD, as assignor, the Bank of America National Trust and Savings Association (hereinafter referred to as the "Interim Lender"), as assignee, (the Interim Lender being the assignor of the Conditional Sale Indebtedness to the Lender under an Assignment and Agreement dated as of October 1, 1974, hereinafter the "Assignment and Agreement"); and
- 2) an Amendment Agreement dated as of March 31, 1977 among First Security Bank of Utah, National Association, as Trustee (hereinafter referred to as the "Trustee"), Amtrak, and the Lender with respect to an Equipment Lease dated as of February 1, 1974 between the Trustee, as lessor, and Amtrak, as lessee (hereinafter

*Copy sent to [unclear] for [unclear].  
Richard A. [unclear]*

<u>Document</u>	<u>Recordation Number</u>
Amendment to the Conditional Sale Agreement, the Equipment Lease, and the Assignment of Lease and Agreement	7457H
Assignment and Agreement	7457I

The documents listed above relate to the financing of 81 General Motors diesel electric locomotives model SDP40F, AAR mechanical designation CC, bearing Amtrak road numbers 540-620, inclusive. The Amendment Agreements give Amtrak permission to make certain modifications to up to 81 locomotives, including conversion to the AAR mechanical designation BB. The addresses of the parties to the above-listed documents are as follows:

General Motors Corporation  
(Electro-Motive Division)  
LaGrange, Illinois 60525

National Railroad Passenger  
Corporation  
955 L'Enfant Plaza North, S.W.  
Washington, D.C. 20024

Attention: Secretary

First Security Bank of Utah,  
National Association  
79 South Main Street  
Salt Lake City, Utah 84111

Attention: Trust Department

Bank of America National Trust  
and Savings Association  
Bank of America Center  
Box 37070  
San Francisco, California 94137

Attention: National Division-Leasing

Department of the Treasury  
Main Treasury Building  
Room 3048  
Washington, D. C. 20220

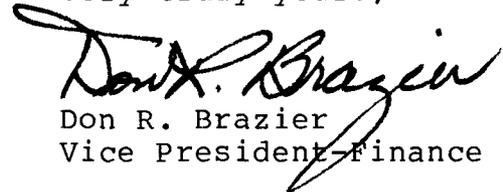
Attention: Secretary, Federal  
Financing Bank

Secretary  
Interstate Commerce Commission  
Page 4

Enclosed is a check in the amount of \$40 for the required recordation fee.

Please accept for recordation two copies of each of these documents. Stamp the remaining with the appropriate recordation number and return them to the person delivering the same together with your fee receipt.

Very truly yours,



Don R. Brazier  
Vice President-Finance

enc.

**Interstate Commerce Commission**  
Washington, D.C. 20423

5/10/77

OFFICE OF THE SECRETARY

Don R. Brazier  
Vice Pres.-Finance  
National RR. Passenger Corp.  
955L'Enfant Plaza North, S.W.  
Washington, D.C. 20024

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on 5/10/ 77 at 2:10pm , and assigned recordation number(s) 7457-J, 7457-K, 7457-L, 7457-M

Sincerely yours,

  
Robert L. Oswald  
Secretary

Enclosure(s)

RECORDATION NO. 7457 Filed & Recorded

MAY 10 1977 -2 12 P.M.

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT, dated as of March 31, 1977

among NATIONAL RAILROAD PASSENGER CORPORATION  
(hereinafter called the Railroad), GENERAL MOTORS  
CORPORATION (Electro-Motive Division)(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 February 1,  
1974 (hereinafter called the Original Conditional Sale  
Agreement) for the acquisition by Railroad from Builder of  
the units of railroad equipment described in Schedule A  
thereto;

WHEREAS the Builder and the BANK OF AMERICA  
NATIONAL TRUST AND SAVINGS ASSOCIATION (hereinafter called  
the Original Assignee) have entered into an Agreement and  
Assignment dated as of February 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 March 29, 1974, at 4:35 p.m.,  
and were assigned recordation number 7457;

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

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

WHEREAS the parties hereto now desire to amend further the Conditional Sale Agreement and the Assignment to provide that certain modifications may be made to up to 81 units of railroad equipment acquired under the Conditional Sale Agreement.

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

1. The following sentence is hereby added to Article 8 of the Conditional Sale Agreement, at the end thereof:

On or before March 15, 1978, Railroad may, at its own cost and expense, modify up to 81 Units of Equipment as described in Schedule A hereto; provided, however, that notwithstanding the provisions of the preceding sentence, Railroad shall not be entitled to remove any accessions to any Unit of Equipment resulting from the modifications made pursuant to this sentence.

2. Schedule A to the Conditional Sale Agreement is amended by substituting therefor the Schedule A attached hereto.

3. Schedule B of the Conditional Sale Agreement is amended by substituting therefor the Schedule B attached hereto.

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

5. Each and every reference in the Conditional Sale Agreement and the Assignment to the Lease shall be deemed to refer to such document as amended to and including the date hereof.

6. 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.

7. 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 MOTORS CORPORATION

(Electro-Motive Division)

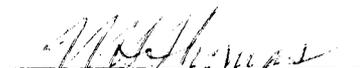
By

A large, stylized handwritten signature in black ink, appearing to read "P.K. Hoyle", is written over a horizontal line. A vertical line extends downwards from the end of the signature.

Authorized Officer

[Corporate Seal]

Attest:

A smaller, cursive handwritten signature in black ink, appearing to read "M.B. Thomas", is written over a horizontal line.

Authorized Officer

NATIONAL RAILROAD PASSENGER  
CORPORATION

By *Don R. Brazier*  
Authorized Officer

[Corporate Seal]

Attest:

*Elyse H. Warden*  
Authorized Officer

FEDERAL FINANCING BANK

By *[Signature]*  
Authorized Officer

[Corporate Seal]

Attest  
*Ronald H. Cook*  
Authorized Officer

type	quantity	Specifications	Acceptance				
3,000 H.P. Diesel Electric Locomotives Model SDP40F	40	Builder's Specification Number 8093 dated 11/1/72 as amended by specification supplements (contained in Lessee's Request for Quotation RFQ X-JKL 214-1 dated 8/2/73 and Purchase Order WKV-3220-009 dated 8/8/73 and Supplements 1 through 7 thereto).	McCook, Ill.	540 through 579 (both inclusive)	\$462,494.00	\$18,499,760.00	9 Locomotives in March 1974 31 Locomotives in April 1974
3,000 H.P. Diesel Electric Locomotives Model SDP40F	41	Builder's Specification Number 8093 dated 11/1/72 as amended by specification supplements (contained in Lessee's Request for Quotation RFQ X-JKL-214-2 dated 8/2/73 and Purchase Order WWJ-3284-001 dated 10/11/73 and Supplements 1 & 2 thereto).	McCook, Ill.	580 through 620 (both inclusive)	\$470,513.00	\$19,291,033.00	32 Locomotives in May 1974 9 Locomotives in June 1974
TOTAL	81					\$37,790,793.00	

\* The term "Unit of Equipment" as used in this Conditional Sale Agreement shall mean a locomotive described above, including the signal equipment installed therein.

# On or before March 15, 1978, up to 81 Units of Equipment may, at Railroad's expense, be modified in accordance with the Agreement for Modifications dated as of March 1, 1977 between Builder and Railroad. For any Unit of Equipment so modified the Manufacturer's Specifications shall be amended to read as follows:

Builder's Specification Number 8093, dated 11/1/72, as amended by specification supplements (contained in the Agreement for Modifications between the Railroad and the Builder dated as of March 31, 1977).

\*\* Not including fuel, freight or the cost of modifications made to any Unit of Equipment.

## SCHEDULE B <sup>▲</sup>

**Item 1.** (a) **General.** The Builder warrants that the Equipment is of the kind and quality described in, or will be built in accordance with, the Specifications referred to in Article 1 of the Conditional Sale Agreement to which this Schedule B is attached (hereinafter in this Schedule B called the Agreement) and is suitable for the ordinary purposes for which the Equipment is used and warrants each unit of the Equipment against any defects or any failures caused by faulty or inadequate design, poor workmanship or poor material for a period of two years from date of Railroad's acceptance of each unit of Equipment, or 350,000 miles, whichever comes first. In addition the car body, wiring and trucks shall be covered by extended warranty for ten years. Any part or parts thereof that prove inadequate, insufficient or defective either in design, material or workmanship during the period of guarantee shall be replaced by the Builder without expense to the Railroad at the shops designated by the Railroad. The above shall apply to any modifications made to any unit of Equipment whether they are due to defective material or workmanship or to other inadequacies in such unit.

Where a failure of 25% of a guaranteed item occurs within the guarantee period, the remaining items shall receive repairs or adjustments under the guarantee, including those that have passed beyond the guarantee period before that failure was recognized.

The period of guarantee on a spare part shall commence upon delivery of such spare part to the Railroad and shall terminate upon the earlier of (a) the date which is two years after such spare part is first put in service by Railroad or (b) the date which is four years after the delivery of such spare part to the Railroad.

Equipment reliability must be such to insure 90% daily availability (method of calculation to be by mutual agreement between Railroad and Builder) of the Equipment exclusive of out of service time (commencing when the unit of Equipment is delivered to the shop or engine house designated by Builder to make the necessary repairs) as a result of derailment, collision or act of God and not exceeding 24 hours in any 30-day period for periodic maintenance as required by law. Railroad will be responsible to insure that repair time is consistent with such shop's established practice and adjustment shall be made for any excess out of service hours resulting from delaying action of Railroad or its representative. Liquidated damages of \$200 per day shall be paid for each day for each unit of Equipment which fails to meet this requirement during the initial warranty period of two years or 350,000 miles.

(b) **Repairs or Alterations.** The Builder's guarantee shall not apply to any unit of Equipment which shall have been repaired or altered in a manner which is not in accordance with standards generally accepted in the railroad industry or which does not have the approval of the Builder. However, the Builder's guarantee shall not extend to parts that are not manufactured by the Builder and that are used in the repair or alteration of any unit. In the case of repairs made by the Builder or by his authorized representative his approval shall be implied.

(c) **Specialties.** The Builder warrants specialties not of its own specification or design to the same extent that the suppliers of such specialties warrant such items to the Builder.

(d) **Miscellaneous.** There are no warranties with respect to material and workmanship, expressed or implied, made by the Builder except the warranties set out above.

The Builder further agrees with the Railroad that neither the inspection as provided in Article 2 of the Agreement, nor any examination, nor the acceptance of any units of the Equipment as provided in said Article 2 shall be deemed a waiver or a modification by the Railroad of any of its rights under this Item 1.

**Item 2.** Except to the extent the Builder is obligated under the Agreement to indemnify, protect and hold harmless each assignee of any of the rights of the Builder under the Agreement, the Railroad agrees to indemnify, protect and hold harmless such assignee from and against any and all

liability, claims, demands, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against each such assignee because of the use in or about the construction or operation of the Equipment, or any unit thereof, of any design, article or material which infringes or is claimed to infringe on any patent or other right.

The Builder shall defend any suit or proceeding brought against the Railroad, any assignee of the Railroad and/or each assignee of the Builder's rights under this Agreement so far as the same is based on a claim that the Equipment of Builder's specification, or any part thereof, furnished under the Agreement constitutes an infringement of any patent, if notified promptly in writing and given authority, information and assistance (at Builder's expense) for the defense of same, and the Builder shall pay all damages and costs awarded therein against the Railroad, any assignee of the Railroad and/or any such assignee of the Builder.

In case any unit of the Equipment, or any part thereof, is in such suit held to constitute infringement and the use of such unit or part is enjoined, the Builder shall at its option and at its own expense either procure for the Railroad, any assignee of the Railroad, and any such assignee of the Builder the right to continue using such unit or part, or replace the same with non-infringing equipment subject to the Agreement, or modify it so it becomes non-infringing, or remove such unit and refund the Purchase Price and the transportation and installation costs thereof. If the Purchase Price is so refunded, such refund shall be made to the assignee of the Builder's rights under the Agreement if the Agreement has been so assigned, which refund shall be applied in like manner as payments in respect of Casualty Occurrences under Article 7 of the Agreement and, to the extent such refund exceeds the Casualty Value, such excess shall be paid to the Railroad.

The Builder will not assume liability for patent infringement by reason of purchase, manufacture, sale or use of devices not included in and covered by its specification.

The foregoing states the entire liability of the Builder for patent infringement by the Equipment or any part thereof.

---

~~A~~For any unit of Equipment modified in accordance with the last sentence of Article 8 hereof, Item 1 is hereby deleted and the following is substituted therefore:

Item 1. The Builder warrants that the Equipment to be modified hereunder will be modified in accordance with the Manufacturer's Specifications as set forth in Schedule A of the Conditional Sale Agreement as amended to date and warrants the modifications to each unit of Equipment against any defect in workmanship or material for a period of two years from the date of Railroad's acceptance of the modifications to each unit of Equipment, or 350,000 miles of operation following such acceptance, whichever ever comes first. In addition the car body, wiring and trucks shall be covered by extended warranty for ten years from the date of such acceptance. This warranty is conditioned upon the part claimed to be defective being delivered to Builder and/or Builder's expert verifying the claimed defect. Any part or parts not previously incorporated in the unit of Equipment, but which are installed during the modifications, that prove defective either in

material or workmanship during the warranty period shall, at the Builder's option, be repaired or replaced, but not installed by Builder without expense to the Railroad. Any repaired or replacement parts furnished under this warranty shall be warranted on the terms herein set forth for the remainder of the warranty period of the part repaired or replaced or one year, whichever is longer.

This warranty shall not apply to any unit of Equipment which shall have been repaired or altered in a manner which is not in accordance with standards generally accepted in the railroad industry or which does not have the approval of the Builder. This warranty shall not extend to parts that are not manufactured by the Builder and that are used in the repair or alteration of any Unit. In the case of repairs made by the Builder or by his authorized representative his approval shall be implied.

This warranty does not cover and Builder shall have no responsibility for:

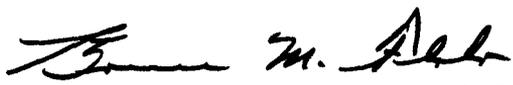
- Conditions which, in the reasonable judgment of Builder, arise from misuse, overloading, negligence, alteration, accident or lack of performance of necessary maintenance services.
- Diagnostic, removal or re-installation labor charges.
- Freight charges for either defective parts or newly repaired parts.
- Claims for loss of time, inconvenience, loss of use of the locomotive or other consequential damages.

This warranty is expressly in lieu of any other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.

The Builder further agrees with the Railroad that neither the inspection as provided in Section 3 of the Agreement for Modifications, nor any examination, nor the acceptance of units of Equipment as provided in said Section 3 of the Agreement for Modifications shall be deemed a waiver or a modification by the Railroad of any of its rights under this Item 1.

Deputy  
Approval of the Administrator

Deputy  
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 February 1, 1974, between General Motors Corporation (Electro-Motive Division) and National Railroad Passenger Corporation and related documents.

  
Deputy Federal Railroad Administrator

Attest:

Christopher S. Moffitt  
Counsel, FRA

STATE OF ILLINOIS )  
                          ) ss.:  
COUNTY OF COOK     )

On this *4TH* day of *APRIL*, 1977, before me personally  
appeared *P. K. HOLLAND*, to me personally known, who, being by  
me duly sworn, says that he is a Vice President of GENERAL MOTORS  
CORPORATION (Electro-Motive Division), 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

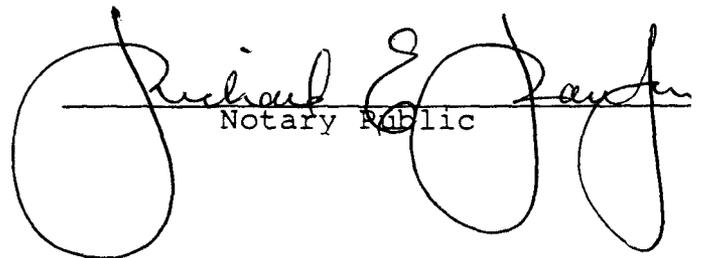
  
\_\_\_\_\_  
Notary Public

[Notarial Seal]

My Commission Expires: *January 27, 1979*

DISTRICT OF COLUMBIA, : ss.:

On this **9<sup>TH</sup>** day of **MAY** 1977, before me personally appeared **BRUCE M. FLOHR**, to me personally known, who, being by me duly sworn, said that he is the <sup>Deputy</sup> 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 <sup>Deputy</sup> Federal Railroad Adminis

  
Notary Public

[Notarial Seal]

My Commission Expires: 9/30/80

DISTRICT OF COLUMBIA, ) ss.

On this *10<sup>th</sup>* day of *May* 1977, before me persona  
appeared *John Neenanke*, 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 instr  
was signed and sealed on behalf of said bank by authority of  
its Board of Directors, and he acknowledged that the execution  
foregoing instrument was the free act and deed of said bank.

*Richard E. Gant*  
Notary Public

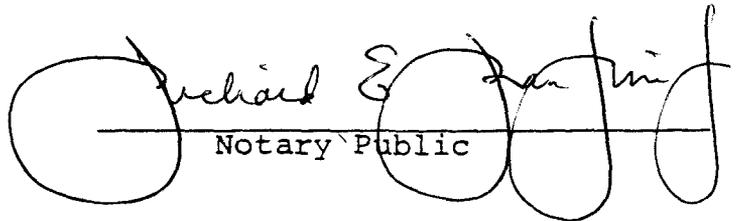
[Notarial Seal]

My Commission expires

*9/30/80*

DISTRICT OF COLUMBIA, ) ss.:

On this 31<sup>st</sup> day of March 1977, before me personal 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