

**NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)
INTERCITY TRAINSET CONTRACT ("SUPPLIES CONTRACT")**

THIS CONTRACT is entered into as of the ___ day of June, 2021 by and between Siemens Mobility, Inc., a Corporation organized under the laws of the State of Delaware, with its principal office located at 7464 French Road, Sacramento, CA, 95828 ("Contractor") and the National Railroad Passenger Corporation, a corporation organized under 49 U.S.C. §24101 *et seq.* and the laws of the District of Columbia, with its principal office located at 1 Massachusetts Avenue, N.W., Washington, DC 20001 ("Amtrak").

For and in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

1. Supplies:

A. **Minimum Base Order.** Contractor shall furnish the following Equipment meeting the requirements of 49 U.S.C. § 22905(a) (formerly found at 49 U.S.C. § 24405(a) as detailed in Appendix 1: ICT Pricing Schedule (Table 1A – Equipment Pricing):

- i. [REDACTED] Nonpowered Trainsets (Locomotive Hauled) compliant with and manufactured in accordance with Specification No. 1108: Intercity Trainsets as follows:
 - a. [REDACTED] Dual Mode Electric/Diesel in the B-1 Configuration
 - b. [REDACTED] Dual Mode Electric/Diesel in the B-2 Configuration
 - c. [REDACTED] Dual Mode Battery/ Diesel in the C-1 Configuration*
 - d. [REDACTED] Diesel in the D-1 Configuration

*Included in this quantity is the [REDACTED]
Trainset described in paragraph 2.A. below and [REDACTED]
[REDACTED]

- ii. [REDACTED] passenger Locomotives (ALC-42E) to provide propulsion for the Nonpowered Trainsets compliant with and manufactured in accordance with Specification No. 1102: Long Distance Diesel-Electric Passenger Locomotives with Alternate Power Options as modified in Appendix 2: ICT Locomotive Requirements and compliant with Section 24, and other relevant portions of Specification No. 1108: Intercity Trainsets as detailed in Appendix 2, Table 2A;
- iii. [REDACTED] Spare Vehicles compliant with and manufactured in accordance with Specification No. 1108: Intercity Trainsets or Specification No. 1102: Long Distance Diesel-Electric Passenger Locomotives with Alternate Power Options as modified in Appendix 2: ICT Locomotive Requirements and compliant with Section 24, and other relevant portions of Specification No. 1108: Intercity Trainsets as detailed in Appendix 2, Table 2A.

- B. [REDACTED] As set forth in Appendix 1: ICT Pricing Schedule, Table 1B – [REDACTED] Amtrak shall have the right in its sole discretion to purchase up to the maximum quantity of [REDACTED] noted therein. In the event Amtrak exercises its right to purchase one or more of the Short Term Deferral Units, Amtrak shall execute a Contract Modification within [REDACTED] of NTP and Contractor shall furnish such [REDACTED] in accordance with the Contract and any Contract Modification.
- C. **Options:** Amtrak shall have the right in its sole discretion to purchase the additional quantities set forth in Appendix 1: ICT Pricing Schedule, Table 1H. In the event Amtrak issues a Contract Modification to exercise one or more of the Options listed in Table 1H - Option Order Pricing or Table 1G - Spare Vehicles, Contractor will furnish additional Supplies. The following rules apply to Options:
- 1) The Incremental Unit Option Trainset Price set forth in Appendices 1 and 3 is exclusive of escalation. Adjustment to Option pricing after the Contract NTP date shall be calculated in accordance with [REDACTED]
 - 2) Unless otherwise agreed between the parties, Options shall be delivered after completion of the Minimum Base Order and any [REDACTED] Amtrak shall be permitted to exercise Options at the Option Order price, subject to escalation [REDACTED] Contractor shall notify Amtrak in writing [REDACTED] prior to the last date to exercise Options.

All Supplies, [REDACTED] and Options will be designed, fabricated, tested and delivered in accordance with the Contract Documents referenced in Section 14 hereof.

2. Transition to [REDACTED]

- A. [REDACTED] Car [REDACTED]
- i. As part of Amtrak's Intercity Trainset RFP, Amtrak issued Specification No. 1108. Multiple sections of Specification No. 1108 permit "alternatives" to be presented (e.g., Section 1.3 Specification Summary Concept and Definition, Section 24.1 Propulsion System Overview, and Section 24.13 Propulsion System Auxiliary Power Vehicles). In its Best and Final Offer ("BAFO") submission and Last and Final Offer ("LAFO") submission, Contractor included both a technical and price proposal for [REDACTED] Amtrak explored this alternative further with Contractor and determined that it would be desirable to [REDACTED] Amtrak and its state partner, New York [REDACTED] agreed that in order to proceed with the [REDACTED], Amtrak would need to secure a [REDACTED] and test it to ensure the application is workable for this application.

- ii. Amtrak and Contractor have agreed to the Scope of Work for Dual-Mode Trainset with [REDACTED] set forth in Exhibit D-1 for the production, testing and evaluation of a C-1 Configuration Trainsets [REDACTED] that will allow Amtrak to test the [REDACTED] capabilities for Amtrak's particular use and needs [REDACTED]
- iii. In accordance with Section 2.3 of the Prototype SOW, Amtrak shall have a [REDACTED] [REDACTED] during which Amtrak may evaluate the [REDACTED]. Notwithstanding the foregoing, within [REDACTED] after issuance of a Certificate of [REDACTED] Conditional Acceptance for the [REDACTED] Amtrak shall advise Contractor whether to continue with the manufacture of [REDACTED] the C [REDACTED]. Amtrak shall issue a Certificate of Provisional Conditional Acceptance within seven (7) days of delivery of the [REDACTED]. In the event Amtrak is delayed in issuing the Certificate of Provisional Conditional Acceptance [REDACTED]

B. [REDACTED]

- i. Within [REDACTED] after issuance of a Certificate of [REDACTED] Conditional Acceptance for the [REDACTED] Amtrak shall notify Contractor in writing whether it will purchase the production units of the C-1 Configuration Trainsets [REDACTED].
If Amtrak fails to notify Contractor within the timeframe set forth herein, Contractor shall notify Amtrak of such failure in writing. Such writing shall provide Amtrak with [REDACTED]. If Amtrak fails to respond within such [REDACTED] period, then upon the expiration of the [REDACTED] day, Amtrak may suspend that portion of the Work in accordance with the Suspension provision in the general provisions of the Contract.
- ii. If after [REDACTED] Contractor is unable to demonstrate to Amtrak, the FRA and the appropriate State Partner's satisfaction that the [REDACTED] Performance Criteria, Amtrak shall issue a Contract Modification to [REDACTED] and the delivery schedule shall be modified to reflect Contractor's Exhibit H submission for Bundle [REDACTED], attached hereto as Appendix 4. In addition, Amtrak shall issue a [REDACTED] update [REDACTED]
- iii. If Contractor is able to successfully demonstrate to Amtrak, the FRA and the appropriate State Partner's satisfaction that the [REDACTED] meets the requirements

of the SOW and Amtrak decides [REDACTED] with [REDACTED] propulsion, Amtrak shall issue a Contract Amendment to pivot to 3rd Rail/Diesel propulsion Trainsets at the prices set forth [REDACTED] and the delivery schedule shall be modified to reflect Contractor's Exhibit H submission for Bundle [REDACTED], attached hereto as Appendix 4. Additionally, as per this Section 2.B.iii, by the time Amtrak will have made its decision [REDACTED]rd Rail/Diesel [REDACTED] it will have paid Contractor for the development of the [REDACTED]. Accordingly, no [REDACTED] to Amtrak will be required by the Contractor under the conditions of this Section 2.B.iii.

- iv. In the event Amtrak issues a Contract Amendment to purchase Trainsets [REDACTED], Contractor will adjust the quantities and furnish the Supplies at the pricing set forth in Appendix 3: ICT Pricing Schedule with [REDACTED] and the delivery schedule shall be modified to reflect Contractor's Exhibit H submission for Bundle [REDACTED], attached hereto as Appendix 4.

3. Contract Time: As soon as practicable after Amtrak's receipt and approval of the Submittals set forth in Section 12 hereof as per Section 6.1 of the General Provisions, Amtrak will issue a Notice to Proceed ("NTP"). Contractor is not authorized to perform any work until after receipt of the NTP. Contractor shall commence work within ten (10) calendar days from the date of the NTP and shall complete the work and deliver the Equipment and Supplies [REDACTED]. The Equipment and Supplies shall be delivered to Amtrak for acceptance in accordance with the Project Schedule for Supplies. Notwithstanding the foregoing, certain obligations in the Contract, including, but not limited to, the requirement to provide Warranty coverage for the equipment, shall extend beyond this term.

4. Transportation/ Delivery: In accordance with Article 8 of the General Provisions, [REDACTED] Supplies shall be [REDACTED] Philadelphia, PA - Amtrak's Penn Coach Yard. Notwithstanding the foregoing, Amtrak shall have the exclusive right to elect to [REDACTED]. Contractor shall notify Amtrak [REDACTED] of the first unit of each configuration of Equipment and within [REDACTED] days of such notification Amtrak shall advise Contractor whether it intends to exercise its option to provide transportation for the Supplies. Should Amtrak [REDACTED] the Supplies, it shall do so in accordance with its [REDACTED] which shall be executed by Amtrak and Contractor.

In the event Amtrak elects [REDACTED] through an entity other than Contractor, Contractor [REDACTED] as detailed in Appendix 1, Table 1C. For the avoidance of

a. As compensation for the furnishing of the Supplies and Equipment, Amtrak shall make milestone payments to Contractor pursuant to an approved payment schedule upon the successful completion of certain tasks (milestones) during the Contract. These milestones are set out in the Milestone Payment Schedule [REDACTED]. The Contract Amount as of the date of execution of this Contract is set forth in the table below and further detailed in the ICT Pricing Schedule attached as Appendix 1: [REDACTED]

[illegible]

Payment will be made in accordance with [REDACTED] Milestone Schedule and Article 10 of the General Provisions.

- b. **Amtrak intellectual property:** Amtrak shall solely own (a) Amtrak's Confidential Information and know-how provided or disclosed by Amtrak, or to which Contractor has access, for Contractor's use under this Agreement, (b) Amtrak data, (c) software and firmware embedded in or used in connection with parts and other materials provided by Amtrak hereunder, (d) any other Amtrak trade secrets, proprietary information and know-how incorporated in the parts or otherwise provided or disclosed by Amtrak for Contractor's use under this Agreement and (e) any improvements of or updates to any of the foregoing provided by Amtrak to Contractor.

1

- c. **Fees for further use of** [REDACTED] **documents:**
If within the time frame shown below, Contractor [REDACTED]
[REDACTED] developed as part of the Work under the Contract in
connection with the design and/or manufacture of any other [REDACTED]
[REDACTED] of Notice to
Proceed of a contract under which Contractor will utilize the design documents. Such
written notification shall include [REDACTED]
[REDACTED]
of [REDACTED] if requested by Amtrak, and subject to any confidentiality
obligations of the contract, Contractor shall provide [REDACTED]
[REDACTED]
Upon receipt of such written notification, Amtrak may
promptly [REDACTED]
[REDACTED]

Equipment type	Respective time frames of	F
	[REDACTED]	[REDACTED]
[REDACTED] Car	years after issuance	[REDACTED]
	[REDACTED]	[REDACTED]

For the avoidance of doubt, [REDACTED]
payment of these fees. In addition, if Amtrak [REDACTED] Trainsets for
Configuration C pursuant to Paragraph 2.B.iii above and compensates Siemens pursuant
to paragraph 2.B.iii above, then the [REDACTED] will be [REDACTED]
[REDACTED]

- d. Contractor shall submit invoices and supporting documentation to:

Amtrak's Invoicing Portal via the Ariba Network

With a copy to:

National Railroad Passenger Corporation (Amtrak)
30th Street Station
2955 Market Street
Philadelphia, PA 19104
[REDACTED]
[REDACTED]

Amtrak shall submit payments required to be made hereunder to Contractor at the remit address set forth on Contractor's invoice.

6. **Liquidated Damages:** This Contract provides for the payment of liquidated damages as set forth in Article 12 of the General Provisions.
7. **Key Personnel:** The following individuals are considered to be "Key Personnel" as that term is defined in Article 18 of the General Provisions:

Project Executive
Project Manager
Project Engineering Director
Project Commercial Manager

[REDACTED]

8. **Amtrak's Authorized Representatives:** For this Contract, the Contracting Official and, if applicable, the Contracting Official's Technical Representative, as those terms are defined in Article 1 and 5 of the General Provisions, are:

- Contracting Official: [REDACTED]
- Contracting Official's Technical Representative: [REDACTED]
- Project Director: [REDACTED]

9. **Miscellaneous**

- a. **Technical Assurances for [REDACTED] (Locomotive):** (see sections of Amtrak Specification No. 1102). For the time being, Amtrak has accepted the [REDACTED]
- [REDACTED] Amtrak has further concerns given the ineffectiveness of the Winterization Program and the current Field Modification Instructions ("FMIs") proposed by Contractor to be executed on other [REDACTED] locomotives that are already in revenue service. As part of the [REDACTED] Amtrak and Siemens are jointly [REDACTED]
- [REDACTED] If Amtrak reasonably determines that the solutions on the ALC-42 Contract [REDACTED] Amtrak may [REDACTED] and upgrades to rectify and enhance the [REDACTED] including potential full redesign, and such modifications and upgrades shall be completed by Contractor at no additional cost to Amtrak.
- b. **Design Review Process (Locomotive)** (see section 3.9 of Amtrak Specification No. 1102): Contractor is expected to conduct [REDACTED]
- [REDACTED] to the Locomotives as compared to the standard

Amtrak ALC-42 platform. See Appendix 2, Table 2A – Changes to Specification No. 1102 for ALC-42D/ALC-42 for agreed-upon technical changes.

- i. Section 3.9, Design Review Process: [REDACTED]
[REDACTED] review of FMI's issued prior to delivery of the Locomotives, and any other reviews reasonably requested by Amtrak.
- ii. [REDACTED]
- iii. Section 3.9.3, [REDACTED]
- iv. Section 3.9.5, [REDACTED]
[REDACTED] If any such change results in [REDACTED] the Contracting Official may make an equitable adjustment in accordance with Article 15 of Exhibit A-1.
- c. **Design Review Process (Trainset)** (see section 3.4 of Amtrak Specification No. 1108). The parties shall mutually agree on the details of the design review process based on the requirements of section 3.4 of Amtrak Specification No. 1108 and Contractors "Design Review Process" – document, which outlines a [REDACTED] for [REDACTED] systems and components.
- d. [REDACTED] **Power Supply** [REDACTED] (see section 25.4.2 of Amtrak Specification No. 1102): Contractor's design includes a [REDACTED]
[REDACTED] In the event that Contractor successfully develops a [REDACTED]
[REDACTED] (See Appendix [REDACTED])
- e. **Special Tools** (see section 20.2 of Amtrak Specification No. 1108): Contractor shall provide [REDACTED] Special Tools as required for the Trainsets (exclusive of Special Tools specific to Locomotives).
- f. [REDACTED] (see section [REDACTED] of Amtrak Specification No. 1108): As per Contractor's [REDACTED]
[REDACTED] Contractor has advised Amtrak that it will prototype a door solution with two distinct suppliers. If during design review or at any time thereafter, Amtrak reasonably determines that the a [REDACTED]
[REDACTED]
- g. **Field Modifications:** Unless otherwise agreed to or directed by Amtrak, Contractor shall ensure that all Field Modifications implemented or proposed to be implemented under the [REDACTED] shall be incorporated into the ICT Locomotive design.
- h. **Front End Design:** Cab Car and ICT ALC-42E Locomotives shall [REDACTED]
[REDACTED]

i. **Assumptions** [REDACTED]

10. Training: As set forth in the Specification, Contractor will develop a Training Plan and submit it for Amtrak's review and approval. The Plan as developed shall ensure that train the trainer training for each configuration of equipment ordered hereunder occurs prior to the date scheduled for issuance of a Certificate of Conditional of Acceptance for each configuration ordered hereunder. If Amtrak requests that third party training hours [REDACTED] be exchanged for Contractor training hours, Contractor shall make reasonable efforts to accommodate this request.

11. Pre-performance Conference: Duly authorized representatives of Contractor, including, as a minimum, those individuals designated as Contractor's Key Personnel, must attend a mandatory Pre-Performance Conference ("Kick-Off Meeting") to be held at a date, time, and location to be determined.

12. Submittals: Within ten (10) calendar days after issuance of the Notice of Award and prior to commencement of any work hereunder, Contractor shall return to Amtrak (and, if necessary, execute) the following documents ("Submittals"). Submittals must be forwarded to the National Railroad Passenger Corporation (Amtrak), [REDACTED]

- a. Two executed **originals** of this Contract;
- b. Required Certificate(s) of Insurance as specified in Article 59 of the General Provisions;

Unless otherwise agreed by Amtrak, Contractor's failure to furnish the Submittals within twenty (20) calendar days after issuance of the Notice of Award may result in Amtrak's cancellation of the Notice of Award and Contractor being [REDACTED] in the event Contractor is delayed in furnishing the required Submittals which causes a delay in issuance of the NTP, the time to complete the Work may be reduced to reflect such delay.

13. [REDACTED] Amtrak shall include the Contract Number. Notices shall be addressed as follows:

If to Amtrak: National Railroad Passenger Corporation (Amtrak)
30th Street Station
2955 Market Street, 5th Floor South
Philadelphia, PA 19104

Attention: [REDACTED]
Telephone: [REDACTED]
E-mail: [REDACTED]

If to Contractor: Siemens Mobility, Inc.
7464 French Road
Sacramento, CA 95828
[REDACTED]
[REDACTED]

AND

Either party may change the recipient or address for receiving notices upon written notice to the other party.

14. Contract Documents: The Contract Documents consist of this Supplies Contract and the following documents incorporated herein by reference:

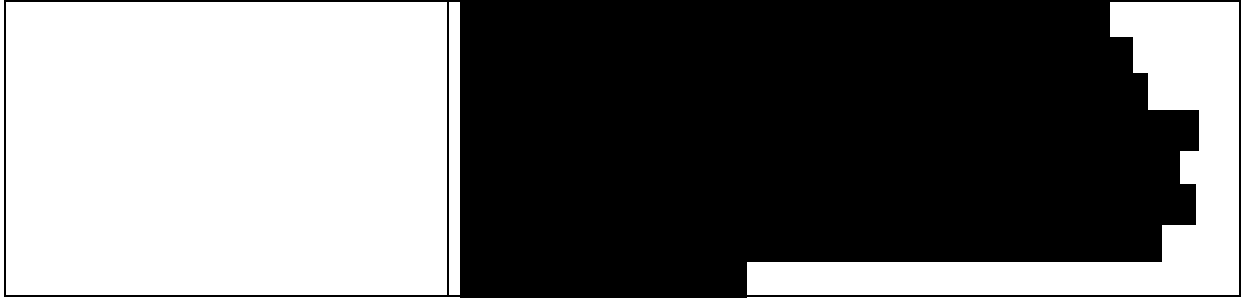
EXHIBIT #	DOCUMENT DESCRIPTION
A-1	National Railroad Passenger Corporation General Provisions for Intercity Trainsets, Rev #7 118 pages, dated June 15, 2021.
Exhibit 1 to A-1	Intercity Trainset Project Management Rev. 1, 12 pages, dated May 12, 2020.
B	Supplementary General Provisions for Non-construction Contracts, 3 pages, dated October 30, 2020.
B-1	Certification Regarding Lobbying, dated October 30, 2020. Siemens submittal, 1 page dated February 09, 2021.
B-2	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, dated October 30, 2020. Siemens submittal, 7 pages, dated February 09, 2021.
B-4	Buy America Compliance Certification, 1 page, dated October 1, 2019. Siemens submittal dated February 10, 2021.
B-5	RESERVED
B-6	Buy America Component Supplier Certification Form dated June 19, 2019. [REDACTED] [REDACTED]
C	Representations and Certifications, dated October 14, 2010. Siemens submittal, 1 page, dated February 09, 2021.
D	Amtrak Specification No.1108: <i>Intercity Trainsets, Rev. 7.1</i> , 516 pages, dated May 11, 2020.

D-1	
E-1	Amtrak Drawing A-63-7675-15: <i>Trainline Standard: 27 Point MU System</i> , 6 pages.
E-2	Amtrak Drawing A-63-7676-1: <i>Trainline Standard 27 PT Communication System</i> , 2 pages, dated July 18, 1996.
E-3	Amtrak Drawing B-144: <i>Standard Amtrak Coach Key (J.L. Howard Part No. 2555)</i> , 1 page, dated March 4, 1974, Rev. B.
E-4	Amtrak Drawing C-01-1498: <i>27-Pin Communication Jumper Cable</i> , 2 pages, dated March 24, 1995 Rev D.
E-5	Amtrak Drawing C-63-7422: <i>27-Pin MU Jumper Cable</i> , 2 pages, dated September 9, 1998, Rev C.
E-6	Amtrak Drawing C-63-7437: <i>27-Pin MU Receptacles</i> , 1 page, dated September 9, 1998, Rev B.
E-7	Amtrak Drawing C-96-7591: <i>Standard Trash Container (Amtrak Part No. 24-045-18737)</i> , 1 page, October 3, 1996, Rev B.
E-8	Amtrak Drawing D-00-1359: <i>Speed Sensor and Cable Assembly</i> , 1 page, March 22, 2011, Rev. M.
E-9	Amtrak Drawing D-00-7075: <i>Temperature Sensor Probe and Connectors</i> , 1 page, November 30, 2004, Rev. H.
E-10	Amtrak Drawing D-05-1355: <i>Amtrak Clearance Diagram</i> , 3 pages, January 31, 2005, Rev. E.
E-11	Amtrak Drawing D-08-2269: <i>Axle Single Level Program</i> , 2 pages, April 22, 2016, Rev F.
E-12	Amtrak Drawing D-12-7191: <i>480 VAC Jumpers and Housing</i> , 13 pages, September 08, 2009, Rev K.
E-13	Amtrak Drawing D-63-7439: <i>27-Pin Communication Receptacle</i> , 1 page, September 9, 1998, Rev B.
E-14	Amtrak Drawing D-63-7440: <i>27-Pin Communication Dummy Receptacle</i> , 1 page, September 9, 1998, Rev D.
E-15	Amtrak Drawing D-65-7449: <i>Rev C: Power Transformers</i> , 1 page, July 25, 2012, Rev D.
E-16	Amtrak Drawing D 030-00149: <i>Cab/Baggage Car F-end Pilot Assembly</i> , 8 pages, March 22, 2011, Rev -.
E-17	Amtrak Drawing E-140-2959: <i>Emergency Equipment Cabinet Arrangement</i> , 1 page.
E-18	Amtrak Drawing S-603: <i>Braking Distance Calculations</i> , 12 pages, February 1, 2012.
E-19	Amtrak Specification 323: <i>High Performance Wire and Cable for Use on Passenger Vehicles</i> , 12 pages, May 15, 2003, Rev C.
E-20	Amtrak Specification 315: <i>Public Address/Intercom System</i> , 30 pages, December 16, 1991, Rev B.

E-21	Amtrak Specification 80-276: <i>Specification for Composition Brake Shoes and Disc Brake Pads</i> , 18 pages, October 2006, Rev 00.
E-22	Amtrak Specification 352: <i>Flammability, Smoke Emissions and Toxicity for use on Railway Passenger Cars and Locomotive Cabs</i> , 9 pages, January 27, 2010, Rev E.
E-23	Amtrak Specification 353: <i>Vendor Maintenance Manuals</i> , 26 pages, April 24, 2003, Rev A.
E-24	Amtrak Specification 354: <i>Builder Operating & Maintenance Manual Family</i> , 53 pages, April 16, 2003, Rev A.
E-25	Amtrak Specification 429: <i>Specification for Describing Environmental and Operating Conditions</i> , 9 pages, June 20, 2000, Rev B.
E-26	Amtrak Specification 498: <i>480, 240, 208, 120 VAC and 72VDC Switchboard Panels</i> , 15 pages, June 30, 1989, Rev A.
E-27	Amtrak Specification 528: <i>480, 240, 208, and 120 VAC 72VDC Relay and Contactor Panel</i> , 22 pages, November 17, 1989.
E-28	Amtrak Specification 563: <i>Specification for Material and Workmanship for Replacement Truck Springs</i> , 11 pages, May 24, 2018, Rev 7.
E-29	Amtrak Specification 685: <i>Disposable Air Filter</i> , 7 pages, May 16, 2003.
E-30	Amtrak Specification 696: <i>Valve and Exterior Equipment Identification Tags & Labels and Operating Instructions</i> 11 pages, May 29, 2003, Rev A.
E-31	Amtrak Specification 697: <i>National On-Board Signage Manual</i> , 3 pages, August 6, 2001, Rev A.
E-32	Amtrak Specification 700: <i>Schematic, Wiring and Piping Diagram Drawings</i> , 14 pages, April 23, 2003, Rev 0.
E-33	Amtrak Specification 759: <i>Replacement of Copper Waste Piping with Non-Metallic Pipe</i> , 13 pages, June 8, 2005, Rev 0.
E-34	Amtrak Specification 771: <i>Specification for General Requirements for Wheels</i> , 10 pages, September 20, 2007, Rev 1.
E-35	Amtrak Specification 794: <i>Specification for Low Location Exit Path Marking Systems for use on Amtrak Passenger Cars</i> , 91 pages, May 1, 2006, Rev 1.
E-36	Amtrak Specification 907: <i>Specification for Passenger Car Wheelsets</i> , 56 pages, October 10, 2008, Rev 0.
E-37	Amtrak Specification 963: <i>Operational and Environmental Conditions for PIIA Rail Rolling Stock</i> , 21 pages, September 30, 2010, Rev 0.

E-38	Amtrak Specification 967: <i>Manufacture and Acceptance of Passenger Seating for Intercity Rail Cars</i> , 13 pages, September 30, 2010, Rev 0
E-39	Amtrak Specification 973: <i>Specification for Passenger Car Disc Brake Pad Qualification Test</i> , 64 pages, August 26, 2011, Rev 1.
E-40	Amtrak Specification 1004: <i>Thermally Actuated Automatic Drain Valve for Freeze Protection on Passenger Cars</i> , 12 pages, November 16, 2012, Rev 0.
E-41	Amtrak Specification 742-1: <i>Interior Paints and Coatings</i> , 9 pages, February 20, 2008, Rev. 1.
E-42	Amtrak Drawing 73195-001.04, No. 8 <i>Welded SGM Turnout</i> , 1 page, June 8, 2016, Rev. 4.
E-43	Amtrak Specification No. 328, <i>Vehicle Materials and Workmanship</i> , 72 pages, Rev #1, dated March 24, 2008.
E-44	Amtrak Standard AMT-3, <i>Air Brake and Train Handling Rules and Instructions</i> , 140 pages, dated July 31, 2019.
E-45	Amtrak Drawing 70050.001.08, <i>Standard Track Plan Minimum Roadway Clearances</i> , 2 pages, dated May 11, 2016.
E-46	Amtrak Specification No. 332 <i>Rail Passenger Diaphragm and Face Plate</i> , 13 pages, Rev #4 dated July 21, 2014.
E-47	Amtrak Specification No. 223 <i>480VAC Head End Power Jumper and Receptacle Hardware for Passenger Cars and Standby Equipment</i> , 37 pages, Rev. P, dated March 25, 2020.
E-48	Amtrak Specification No. 665 <i>Seat Cushion Assemblies</i> , 17 pages, Rev. E, May 5, 2020.
E-49	Amtrak Specification No. 1118 <i>Shunt Enhancement Device</i> , 21 pages, Rev. 0, April 29, 2020.
E-50	Amtrak Intercity Trainset Technical Specification <i>Clarification and Detail Information Technology</i> , 17 pages, Rev # v1.6b, May 4, 2021.
F	Route Profiles and Performance, 8 pages, Rev. #4, dated May 1, 2020.
H	Delivery Schedule for Bundle [REDACTED] dated January 8, 2021, Rev. 4. Siemens submittal, 2 pages, dated June 3, 2021.
I-1	Proposal Form for Supplies and Services dated January 25, 2021. Siemens submittal, 2 pages, dated February 9, 2021.
I-6	Price Breakdown dated January 8, 2021. Siemens submittal, 1 page, dated February 11, 2021.
I-7	RESERVED
I-9A	Escalation for Options Rev #3, 4 pages, dated June 8, 2021.
I-12	Credit for Tests, January 8, 2021. Siemens submittal, 4 pages, dated February 11, 2021.

K	Contractor Background Check Policy P/I 7.39.2, 8 pages, September 9, 2015.
L	Travel Expense Documents, 5 pages, dated August 1, 2015.
P	Evidence of Financial Capability Statement, 3 pages, dated February 7, 2019. Siemens submittal, 33 pages, dated February 10, 2021.
Q-1	Milestone Schedule for Supplies, 3 pages, Rev. 3 dated June 4, 2021.
Q-3	Milestone Schedule for Options, 1 page, Rev 1, dated June 9, 2021.
S	Final Specification No. 1108 Compliance Matrix, 19 pages, Rev. #4 dated May 12, 2020. Siemens submittals Intercity Trainset Final Specification 1108 Compliance Matrix, 18 pages, dated July 9, 2020 and Compliance Matrix to Final Specification No. 1108 with Chapter 24.12 (3rd Rail), 4 pages, dated Dec 16, 2020.
T	Intercity Trainset Design Vision, 15 pages.
U	Representative List of Trainset Components for Purposes of Amtrak 49 USC 24305(f) and FRA Buy America 49 USC 22905(a), Rev #1 9 pages dated June 9, 2020.
V	Buy America(n) Requirements, Rev. #3, 7 pages May 27, 2020
X	Performance Exhibit, 1 page, dated October 1, 2019, Rev. 2. Siemens submittal dated July 11, 2019, July 8, 2020 and June 8, 2021.
Y	[REDACTED]
Z	Amtrak Specification No. 1102: Long Distance Diesel-Electric Passenger Locomotives [REDACTED]
AA	[REDACTED]





IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the date written above.

SIEMENS MOBILITY, INC.

[REDACTED]

NATIONAL RAILROAD PASSENGER CORPORATION

[REDACTED]

APPENDIX 1: ICT PRICING SCHEDULE

APPENDIX 2: ICT LOCOMOTIVE REQUIREMENTS

APPENDIX 3: [REDACTED]

APPENDIX 4: CONTRACTOR'S EXHIBIT H SUBMISSION FOR BUNDLE [REDACTED]

The Delivered pricing set forth in Table 1C assumes delivery for [REDACTED]. Any request by Amtrak for Contractor [REDACTED] result in a price impact and potential change to the credit to Amtrak if not transported by Contractor.

Page 19 of 50

[illegible]

A				

**T [REDACTED]
 [REDACTED]
 [REDACTED]

***A [REDACTED]

*** [REDACTED]

B [REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

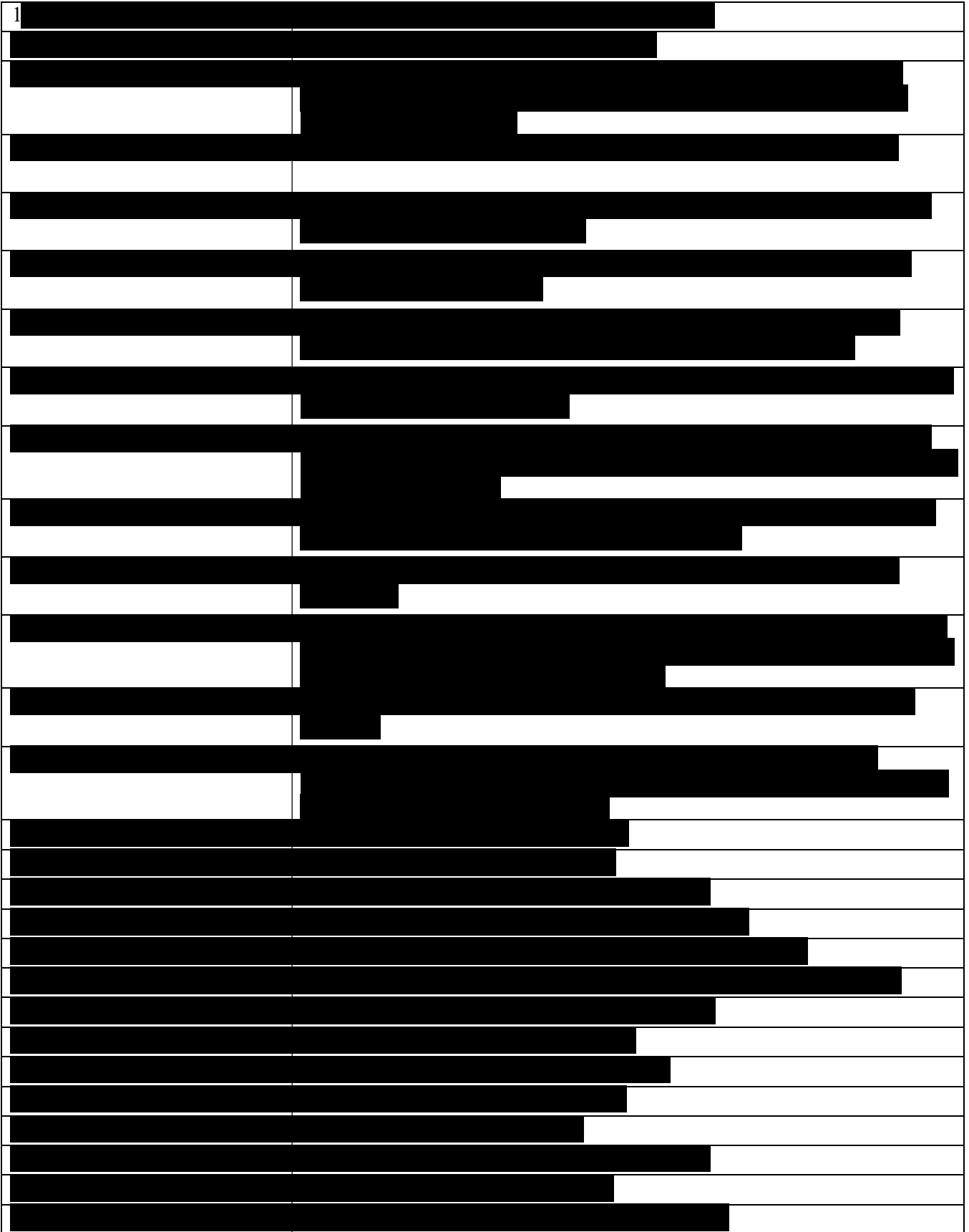
Table 1H – Option Order Pricing

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



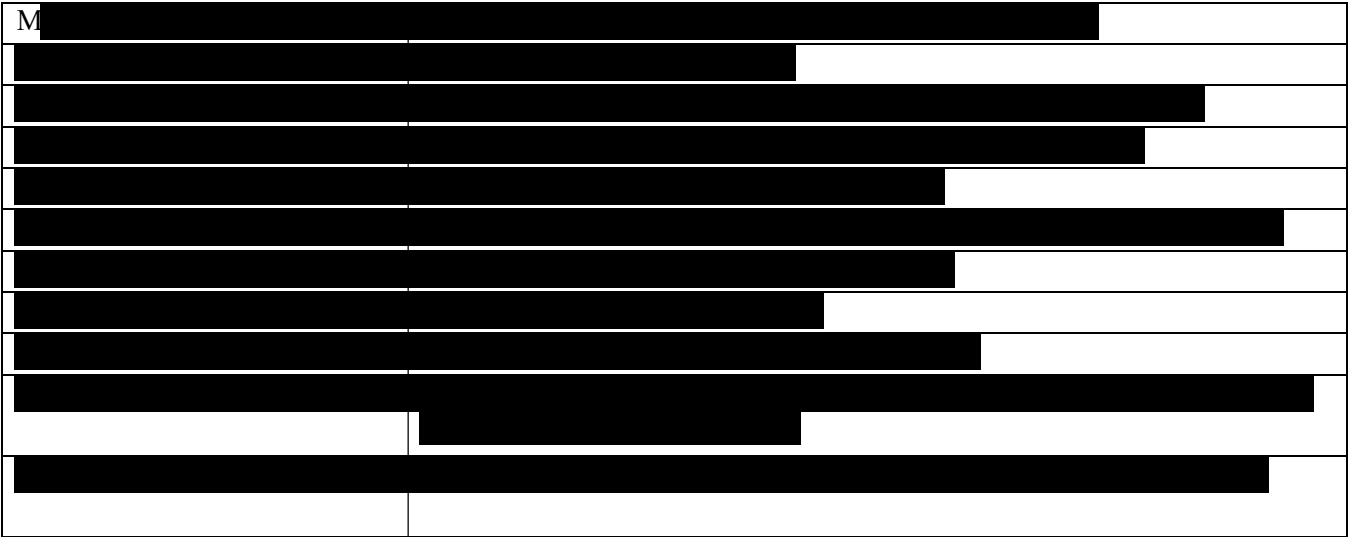


Table 2B - Changes to Specification No. 1102 for [REDACTED]

Changes to Specification No. 1102 for ALC-42 3rd Rail	
Specification No. 1102 Section	Revised Requirement for ALC-42 3rd Rail
Misc.	All changes noted above for ALC-42E
1.4.3	Weight limited to 280,000 pounds
1.5.7	92-day maintenance interval per SC-44, not 184-day per ALC-42
1.5.7	Fuel filtration per SC-44, not ALC-42
4	Addition of service hatch to both sides of engine compartment (per MARC locomotives)
4.6	Change of roof hatch material (TBD)
9	DEF heating in 3rd-rail mode as needed for environmental conditions
9.2	Performance kN versus speed chart per Proposal
9.3	Alternator start instead of air start, with minimum of 3 start attempts before external recharge required
10.2	HEP capacity reduced to 600 kW continuous. Up to 800 kW capacity to be supplied when monitored ambient and component temperatures allow.
15.3	Reduction of rear sand volume (TBD)
17	Reduced fuel and DEF (Volume TBD)
19	Perform Qualification Testing: EMI/EMC per Specification No. 1108 Section 19.5.9.3
19	Perform Qualification Testing: Battery per Specification No. 1108 Section 19.5.10.3 (due to alternator start)
19	Perform Qualification Testing: Diagnostics per Specification No. 1108 Section 19.5.14
19	Perform Qualification Testing: Propulsion per Specification No. 1108 Section 19.5.15

[illegible]

1003

[illegible]

[REDACTED]		[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]		
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		
[REDACTED]	[REDACTED]			[REDACTED]
[REDACTED]	[REDACTED]			
[REDACTED]	[REDACTED]			[REDACTED]
[REDACTED]	[REDACTED]			
[REDACTED]	[REDACTED]			[REDACTED]
	[REDACTED]			
[REDACTED]	[REDACTED]			[REDACTED]
	[REDACTED]			
[REDACTED]		[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]		

[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]	
[REDACTED]						[REDACTED]	
[REDACTED]		[REDACTED]				[REDACTED]	
[REDACTED]		[REDACTED]				[REDACTED]	
[REDACTED]		[REDACTED]				[REDACTED]	
[REDACTED]		[REDACTED]				[REDACTED]	
[REDACTED]		[REDACTED]				[REDACTED]	

[illegible][illegible][illegible]

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

1

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

一	+	二	三	四	五
二					
三					
四		五	六	七	八
五		六	七	八	九

Table 3H - Option Order Pricing

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

--	--	--	--	--

--	--	--	--	--

--	--	--	--	--

--	--	--	--	--

--	--	--	--	--

--	--	--	--	--

--	--	--	--	--

--	--	--	--	--

--	--	--	--	--

--	--	--	--	--

--	--	--	--	--

Delivery Assumptions

- [illegible]

Order of Delivery unless otherwise agreed to between Amtrak and Contractor	Configuration as defined in Exhibit F, Section 2.2.1	Qty of Trainsets	Number delivered to Amtrak
1			

[REDACTED]