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Еуропска инвестиџни банка  
Den Europaeiske Investeringsbank  
Europaeische Investitionsbank  
Euroopa Investeeringispank  
Ευρωπαϊκή Τράπεζα Επενδύσεων  
European Investment Bank  
Banco Europeo de Inversiones  
Banque europeenne d'investissement  
An Banc Eorpach Infheistreachta  
Еуропска инвестиџска банка  
Banca europea per gli investimenti

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Еуропска Investeringsbanken

#### **BY COURIER**

#### **Ministry of Finance**

Letenská 15  
118 10 Praha 1  
Czech Republic

*For the attention of: Debt and Financial Assets Management Department*

Copy:

#### **Ministry of Transport**

Nábřeží Ludvíka Svobody 1222/12  
110 15 Praha 1  
Czech Republic

*For the attention of: EU Funds Department*

Luxembourg, 12 March 2024

JU/OPS-EU/CE/MO/ir N° 2024-03748

**Reference: CZECH RAILWAY INFRASTRUCTURE REHABILITATION  
(SERAPIS 2017-0434; FI 88119)**

Finance contract between the Czech Republic, acting through the Ministry of Finance (the "**Borrower**") and the European Investment Bank (the "**Bank**") dated 28 March 2019, as amended by amendment no. 1 dated 25 July 2019 and amendment no. 2 dated 18 June 2020 (the "**Finance Contract**")

**Subject: Amendment Letter N° 3**

Dear Sirs,

We refer to the Finance Contract. Unless the context otherwise requires or unless otherwise defined in this amendment letter (the "**Letter**"), terms defined in the Finance Contract and expressions used in the Finance Contract have the same meaning when used in this Letter.

We further refer to Czech Act 367/2019 Coll, amending Act No. 266/1994 Coll., on railways, as amended, and other related laws, which renamed the Promoter from '*Správa železniční dopravní cesty, státní organizace*' to '*Správa železnic, státní organizace*' with the effect as of 1 January 2020.

#### **1. AMENDMENT TO THE FINANCE CONTRACT**

As from the Effective Date, the Finance Contract shall be amended as set out below:

- 1.1. All references in the Finance Contract to '*Správa železniční dopravní cesty, státní organizace*' shall be deleted and replaced with '*Správa železnic, státní organizace*'.
- 1.2. The definition of "**Final Availability Date**" in the Finance Contract shall be amended and read as follows:

**"Final Availability Date" means 31 December 2028."**





- 1.3. Article 1.4.C (*All Tranches*) limb (a)(i) of the Finance Contract shall be amended and read as follows:  
*"a certificate from the Borrower in the form of Schedule E.1 signed by an authorised representative of the Borrower and dated no earlier than the date falling 10 Business Days before the Scheduled Disbursement Date (and, in the case of deferment under Article 1.5, the Requested Deferred Disbursement Date or the Agreed Deferred Disbursement Date, respectively);"*.
- 1.4. Article 12.1 (*Notices*) of the Finance Contract shall be deleted in its entirety and replaced with the text set out in Schedule A (*Notices*) to this Letter.
- 1.5. Section A.1 (*Technical Description (Article 6.2)*) of Schedule A (*Project Specification and Reporting*) of the Finance Contract shall be deleted in its entirety and replaced with the content of Schedule B (*Technical Description (Article 6.2)*) to this Letter.
- 1.6. Provisions of Schedule B (*Definitions of Relevant Interbank Rates*) of the Finance Contract shall be deleted in their entirety and replaced with provisions of Schedule C (*Definitions of Relevant Interbank Rates*) to this Letter.

## 2. REPRESENTATIONS

The representations and warranties that are repeated under and pursuant to Article 6.10 (*General Representations and Warranties*) of the Finance Contract are deemed repeated (by reference to the facts and circumstances then existing) by the Borrower (i) on the date the Borrower countersigns this Letter and (ii) on the Effective Date.

## 3. MISCELLANEOUS

- 3.1. Other than in accordance with Article 1 (*Amendment to the Finance Contract*) of this Letter, no provision of this Letter shall restrict, waive, limit, or in any other way amend any rights of the parties under the Finance Contract.
- 3.2. This Letter is not (and shall not be deemed to be) a consent, agreement, amendment or waiver in respect of any terms, provisions or conditions of the Finance Contract, except as expressly agreed herein.
- 3.3. The terms and conditions in the Finance Contract are hereby confirmed and the terms of this Letter shall be strictly interpreted and construed without prejudice to the Bank's and the Borrower's rights and powers under the Finance Contract, including all of the Bank's rights and remedies in respect of any non-compliance which (i) have not been disclosed prior to the date of this Letter to the Bank, (ii) are continuing and have not been waived by the Bank prior to the date of this Letter, or (iii) which arise on or after the date of this Letter.
- 3.4. The Bank issues this Letter acting in reliance upon the information supplied to the Bank by the Borrower by the date hereof and such information being true, complete and accurate. It shall be without prejudice to any rights which the Bank may have at any time in relation to any other circumstance or matter other than as specifically referred to in this Letter or in relation to any such information not being true, complete and accurate, which rights shall remain in full force and effect.
- 3.5. The Borrower shall, at the request of the Bank and at its own expense, do all such acts and things necessary or desirable to give effect to the amendments effected or to be effected pursuant to this Letter.
- 3.6. Article 11.1, Article 11.2 (b) and (c), Article 11.3 (*Place of performance*), Article 11.7 (*Amendments*), Article 11.8 (*Counterparts*), Article 11.10 (*Limitation Period*), Article 12.1 (*Notices*), Article 12.3 (*Changes to parties*) of the Finance Contract shall apply to this Letter *mutatis mutandis*.



- 3.7. This Letter and all matters, whether contractual or non-contractual, arising out of or in connection with it shall be governed by and construed in accordance with the laws of the Czech Republic. The Court of Justice of the European Union has exclusive jurisdiction to settle any dispute arising out of or in connection with this Letter (including a dispute regarding the existence, validity or termination of this Letter or the consequences of its nullity) or any non-contractual obligation arising out of or in connection with this Letter.


#### 4. EFFECTIVE DATE

- 4.1. This Letter shall take effect on the date (the "**Effective Date**") as notified by the Bank in writing to the Borrower confirming that it has received in a form and substance satisfactory to it:

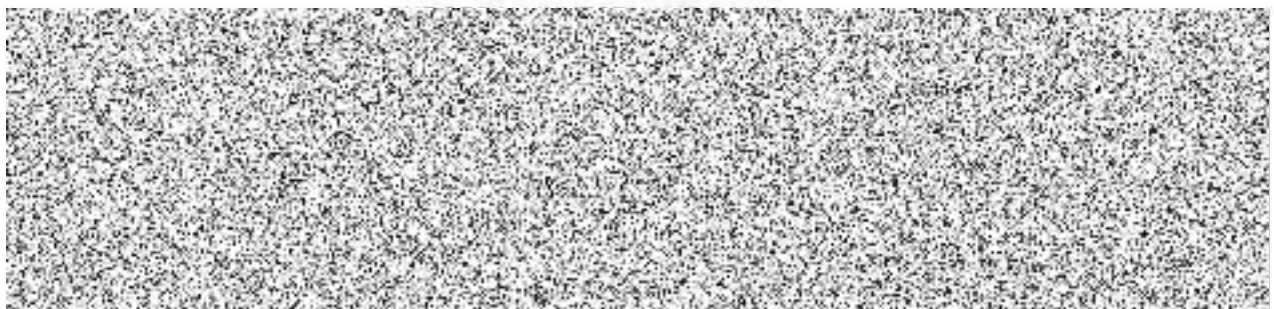
- (a) 2 (two) originals of this Letter duly signed by the Borrower; and
- (b) the evidence that the Borrower has duly published this Letter in the Registry of Contracts (in Czech: *Registr smluv*), as required by the applicable Czech law, within 30 (thirty) calendar days after the Borrower received this Letter signed by all parties hereto.

If the Effective Date does not occur within 3 (three months) from the date of this Letter, this Letter shall not come into force and no further action shall be necessary or required.

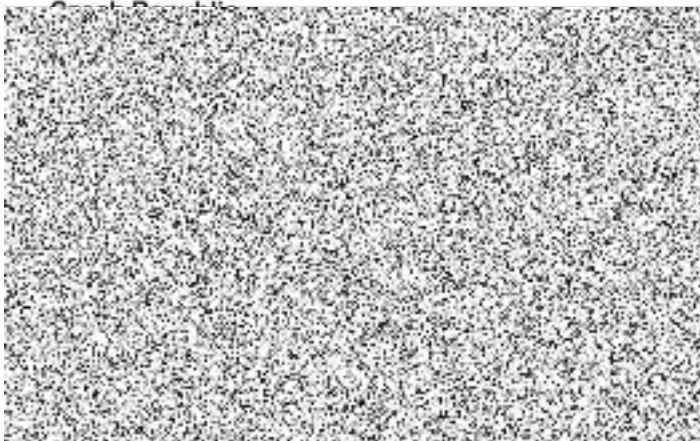
- 4.2. From such Effective Date the references in the Finance Contract to "this Contract", and similar references shall be read and construed as references to the Finance Contract as amended by the provisions of this Letter. However, any references in the Finance Contract to the "date of this Contract" and similar references shall refer to the date of execution of the Finance Contract, i.e. 28 March 2019. Upon occurrence of the Effective Date, the Finance Contract shall continue to be in full force and effect, amended in accordance with terms of this Letter.

We kindly ask you to date and duly sign each of the 6 (six) originals of this Letter and return to the Bank, to the attention of  Legal Department, 2 (two) duly signed originals by registered mail or courier.

Yours faithfully,



Agreed and accepted for and on behalf of the Borrower:



**Notices****12.1 Notices****12.1.A Form of Notice**

- (a) Any notice or other communication given under this Contract must be in writing and, unless otherwise stated, may be made by letter or electronic mail.
- (b) Notices and other communications for which fixed periods are laid down in this Contract or which themselves fix periods binding on the addressee, may be made by hand delivery, registered letter or by electronic mail. Such notices and communications shall be deemed to have been received by the other party:
  - (i) on the date of delivery in relation to a hand-delivered or registered letter; or
  - (ii) in the case of any electronic mail, only when such electronic mail is actually received in readable form and only if it is addressed in such a manner as the Bank and the Borrower shall specify for this purpose.
- (c) Any notice provided by the Borrower to the Bank by electronic mail shall:
  - (i) mention the Contract Number in the subject line; and
  - (ii) be in the form of a non-editable electronic image (pdf, tif or other common non editable file format agreed between the parties) of the notice signed by an Authorised Signatory with individual representation right or by two or more Authorised Signatories with joint representation right of the Borrower, attached to the electronic mail.
- (d) Notices issued by the Borrower pursuant to any provision of this Contract shall, where required by the Bank, be delivered to the Bank together with satisfactory evidence of the authority of the person or persons authorised to sign such notice on behalf of the Borrower and the authenticated specimen signature of such person or persons.
- (e) Without affecting the validity of electronic mail notices or communication made in accordance with this Article 12.1, the following notices, communications and documents shall also be sent by registered letter to the relevant party at the latest on the immediately following Business Day:
  - (i) Disbursement Acceptance;
  - (ii) any notices and communication in respect of the deferment, cancellation and suspension of a disbursement of any Tranche, interest revision or conversion of any Tranche, Market Disruption Event, Prepayment Request, Prepayment Notice, Event of Default, any demand for prepayment; and
  - (iii) any other notice, communication or document required by the Bank.
- (f) The parties agree that any above communication (including via electronic mail) is an accepted form of communication, shall constitute admissible evidence in court and shall have the same evidential value as an agreement under hand.

**12.1.B Addresses**

The address and electronic mail address (and the department for whose attention the communication is to be made) of each party for any communication to be made or document to be delivered under or in connection with this Contract is:

For the Bank

Attention: OPS/CSEE-3 PUB SEC (CZ,HU,SK)

100 boulevard Konrad Adenauer  
L-2950 Luxembourg

E-mail address





For the Borrower

Attention: Debt and Financial Assets Management Department

Ministry of Finance

Letenská 15

118 10 Praha 1

Czech Republic

E-mail address: 

Copies


Attention: EU Funds Department

Ministry of Transport

Nábřeží Ludvíka Svobody 1222/12

110 15 Praha 1

Czech Republic

E-mail address: 

#### 12.1.C Notification of communication details

The Bank and the Borrower shall promptly notify the other party in writing of any change in their respective communication details.



**Technical Description (Article 6.2)**

**Purpose, Location**

The project consists of the modernization and upgrade of the following sections, totalling approx. 69.9 km, in the rail corridor connecting the Capital City of Prague with the regional capitals of Pardubice, Brno and Ostrava and towards Polish Border.

		Line number	Length (km)	Location
1	Velim (including) – Poříčany (including)	011	14,5	Central Bohemian
3	Ústí nad Orlicí (excluding) – Brandýs nad Orlicí (including)	010	9,7	Pardubice
4	Adamov (excluding) – Blansko (excluding)	260	6,7	South Moravian
5	Brno-Maloměřice (excluding) – Adamov (excluding)		9,4	South Moravian
6	Lipník nad Bečvou (including) – Drahotuše (including)	271	6	Olomouc
7	Polom (including) – Suchdol nad Odrou (including)		12,5	Olomouc, Moravian-Silesian
8	Dětmorovice (including) – Petrovice u Karviné PL border (including)	272 320	11,1	Moravian-Silesian
9	Modernisation of the Kolín station	010 011 014 230 231	N/A*	Central Bohemian

\*only works on station

**Description**

The scope and content of works includes:

- Section 1 (Velim – Poříčany): Works on railway substructure and superstructure including Poříčany station (with new electronic station interlocking system) and two railway stops, construction of lifts and information system in Velim station, works on artificial structures (selected bridges), replacement of catenary and preparation of the traction system for conversion to 25 kV AC traction, upgrade of interlocking and signalling equipment, upgrade of selected level crossings, connection into the Central Traffic Control.
- Section 3 (Ústí nad Orlicí – Brandýs nad Orlicí): Reconstruction of railway substructure and superstructure along the entire section including selected bridges, construction of new platform in Brandýs nad Orlicí station with access through an underpass and relocation of Bezprávi railway stop, construction of new junction station Bezprávi to increase line capacity during closures, works on existing traction substation 22 kV, replacement of selected level crossings, replacement of catenary in the entire section and upgrade of interlocking and signalling system.
- Section 4 (Adamov – Blansko): Works on railway substructure and superstructure including drainage, upgrade of railway stop Adamov zastávka, works on artificial structures (selected bridges and extensive remediation in tunnels), reconstruction of a switching station in Blansko station, partial replacement of catenary, reconstruction of rock slopes and retaining walls as well as other protective structures to ensure slope stability on selected sections.



- Section 5 (Brno – Adamov): Works on railway substructure (drainage) and superstructure including selected railway stops, construction of a new junction station Svitava for increasing track capacity during closures, reconstruction of artificial structures (selected bridges and tunnels, including expansion of two bridges), reconstruction of rock slopes and retaining walls as well as other protective structures to ensure slope stability on selected sections.
- Section 6 (Lipník nad Bečvou – Drahotuše) Works on railway substructure and superstructure, construction of a new branch line Jezernice, works on artificial structures (selected bridges and rehabilitation of Jezernický viaduct), renovation of level crossings , replacement catenary along the entire section, reconstruction of interlocking and signalling systems, new information and communication systems in Drahotuše and Lipník nad Bečvou stations, construction of two new traction substations 22 kV.
- Section 7 (Polom – Suchdol nad Odrou): Works on railway substructure and superstructure including upgraded platforms at stations and railway stop and the construction of underpass for platform access at Jeseník nad Odrou stop, works on artificial structures (selected bridges), upgrade of selected level crossings, reconstruction of interlocking and signalling systems, replacement of catenary along entire section, works on existing traction substation 22 kV, connection into the Central Traffic Control.
- Section 8 (Dětmárovice – Petrovice u Karviné – state border with Poland): Works on railway substructure and superstructure including stations and stop (with reconstruction of underground access to platform in Dětmárovice and Petrovice u Karviné stations), works on artificial structures (selected bridges including the bridge across Olše river), replacement of catenary along entire section, reconstruction of the Petrovice u Karviné station access to remove speed restrictions, upgrade of interlocking and signalling equipment, works on existing traction substation 22 kV, connection of Detmarovice and Petrovice u Karviné stations into the Central Traffic Control. The line junction station Branch Koukolná – junction station Branch Závada is part of the section.
- Section 9 Modernisation of the Kolín station aimed at ensuring barrier-free accessibility of the station, the conversion of the technological underpass into a passenger underpass and the construction of a new cable duct to relocate all cabling from the existing technological underpass as well construction of new lifts and access walkways.



### Approximate summary of works content

Section	1 Velim – Poříčany	3 Ústí nad Orlicí – Brandýs nad Orlicí	4 Adamov - Blansko	5 Brno- Adamov	6 Lipník nad Bečvou- Drahotuše	7 Polom- Suchdol	8 Dětmarovice - Petrovice u K. - state border with Poland, Blending Call	9 Modernisation of the Kolín station	Total
Track bed to be renovated (km)	14.5	9.7	6.7	9.4	6	12.5	11.1	0.58	70.48
Track to be renovated (km)	14.5	9.7	6.7	9.4	6	12.5	11.1	0.62	70.52
Overhead contact to be renovated (km)	16.0	9.7	0	0	6	12.5	10.8	0	55
Bridges to be renovated (units)	5	16	9	8	9	7	11	1	66
Culverts to be renovated (units)	0	5	9	12	5	9	5	0	45
Traction power stations to be built, upgraded or refurbished (units) <sup>1</sup>	3	0	1	0	0	1	3	0	8
Level crossings to be renovated (units)	3	4	0	0	0	4	6	0	17
Number of upgraded stations	2 <sup>*</sup>	1	0	0	0	2	2	1	8 <sup>*</sup>
Number of upgraded stops	2	0	1	2	0	1	1	0	7
Number of upgraded platforms	6	2	2	4	0	8	6	0	28

<sup>1</sup> Numbers for each section cover traction substations, switching stations, transformer stations as well as power stations





Interlockings to be modernized (units)	3+2**)	2+2 **)	0+0 **)	1+0 **)	1+2 **)	2+1 **)	1+1 **)	0	10+8**)
Centralised control centres to be built or upgraded (units)	3	2	0	0	0	1	1	0	5
Tunnels to be built or upgraded	0	0	5	4	0	0	0	1 ****)	10
Rock slopes to be renovated or upgraded (sqm)	0	0	18.887	31.088	0	0	0	0	49.975
Retaining walls to be renovated (sqm)	0	184.6	1,715	16,000	245.45	0	0	0	18.145
Land acquisition (sqm)	5,579	13,249	0	0	120	0	200	0	19,148

\*) Modernization of Velim station does not cover the works on railway substructure and superstructure

\*\*\*) Station interlocking system + track interlocking system

\*\*\*\*) passenger underpass



### Performance parameters

The maximum speed, admissible axle load and maximum train length after the works will be as summarised in the table below:

		Axle load (ton)	Speed (km/h)	Maximum train length (m)
1	Velim – Poříčany	22.5	160/130/120	740
3	Ústí nad Orlicí – Brandýs nad Orlicí	22.5	80/130	700
4	Adamov - Blansko	22.5	115	678
5	Brno-Adamov	22.5	115	678
6	Lipník nad Bečvou- Drahotuše	22.5	120-140	740
7	Polom-Suchdol	22.5	120-160	740
8	Dětmárovice - Petrovice u K. - state border with Poland, Blending Call	22.5	95-140	740
9	Modernisation of the Kolín station	N/A*	N/A*	N/A*

The implementation of this project will be in conformity with the technical specifications for interoperability (TSIs), in particular, Regulation 2014/1299/EU (Infrastructure TSI), Regulation 2014/1301/EU (Energy TSI), Regulation 2014/1300/EU (PRM TSI), and Regulation 2016/919/EU (CCS TSI).

The sections will be brought into conformity with the requirements of the Regulation (EU) 1315/2013 for core TEN-T network.

\*the works only concern the station, not the line tracks

### Calendar

The Project shall be completed in accordance with the following calendar:

		Start of implementation	Completion
1	Velim – Poříčany	2020	2023
3	Ústí nad Orlicí – Brandýs nad Orlicí	2021	2023
4	Adamov – Blansko	2021	2023
5	Brno-Adamov	2021	2023
6	Lipník nad Bečvou-Drahotuše	2023	2028
7	Polom-Suchdol	2025	2028
8	Dětmárovice – Petrovice u K. – state border with Poland, Blending Call	2020	2024
9	Section 9 (Modernisation of the Kolín station)	2023	2025

In the event that the investment programme as described above is to be amended, that is the promoter proposes new or replacement schemes, the framework rules of the Bank would be applied to the selection and approval process of the new schemes.



### Definitions of Relevant Interbank Rates

#### A. EURIBOR

"EURIBOR" means:

- (a) in respect of a relevant period of less than 1 (one) month, the Screen Rate (as defined below) for a term of 1 (one) month;
- (b) in respect of a relevant period of 1 (one) or more months for which a Screen Rate is available, the applicable Screen Rate for a term for the corresponding number of months; and
- (c) in respect of a relevant period of more than 1 (one) month for which a Screen Rate is not available, the rate resulting from a linear interpolation by reference to two Screen Rates, one of which is applicable for a period next shorter and the other for a period next longer than the length of the relevant period,

(the period for which the rate is taken or from which the rates are interpolated being the "**Representative Period**").

For the purposes of paragraphs (a) to (c) above:

- (i) "**available**" means the rates, for given maturities, that are calculated and published by Global Rate Set Systems Ltd (GRSS), or such other service provider selected by the European Money Markets Institute (EMMI), or any successor to that function of EMMI, as determined by the Bank; and
- (ii) "**Screen Rate**" means the rate of interest for deposits in EUR for the relevant period as published at 11:00 a.m., Brussels time, or at a later time acceptable to the Bank on the day (the "**Reset Date**") which falls 2 (two) Relevant Business Days prior to the first day of the relevant period, on Reuters page EURIBOR 01 or its successor page or, failing which, by any other means of publication chosen for this purpose by the Bank.

If such Screen Rate is not so published, the Bank shall request the principal offices of 4 (four) major banks in the euro-zone, selected by the Bank, to quote the rate at which EUR deposits in a comparable amount are offered by each of them, as at approximately 11:00 a.m., Brussels time, on the Reset Date to prime banks in the euro-zone interbank market for a period equal to the Representative Period. If at least 2 (two) quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If no sufficient quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in the euro-zone, selected by the Bank, at approximately 11:00 a.m., Brussels time, on the day which falls 2 (two) Relevant Business Days after the Reset Date, for loans in EUR in a comparable amount to leading European banks for a period equal to the Representative Period. The Bank shall inform the Borrower without delay of the quotations received by the Bank.

All percentages resulting from any calculations referred to in this Section A of this Schedule B will be rounded, if necessary, to the nearest one thousandth of a percentage point, with halves being rounded up.

If any of the foregoing provisions becomes inconsistent with provisions adopted under the aegis of EMMI (or any successor to that function of EMMI as determined by the Bank) in respect of EURIBOR, the Bank may by notice to the Borrower amend the provision to bring it into line with such other provisions.

If the Screen Rate becomes permanently unavailable, the EURIBOR replacement rate will be the rate (inclusive of any spreads or adjustments) formally recommended by (i) the working group on euro risk-free rates established by the European Central Bank (ECB), the Financial Services and Markets Authority (FSMA), the European Securities and Markets Authority (ESMA) and the European Commission, or (ii) the European Money Market Institute, as the administrator of EURIBOR, or (iii) the competent authority responsible under Regulation (EU) 2016/1011 for supervising the European Money Market Institute,



as the administrator of the EURIBOR, or (iv) the national competent authorities designated under Regulation (EU) 2016/1011, or (v) the European Central Bank.

If the Screen Rate becomes permanently unavailable and no EURIBOR replacement rate is formally recommended as provided above, EURIBOR shall be the rate (expressed as a percentage rate per annum) which is determined by the Bank to be the all-inclusive cost to the Bank for the funding of the relevant Tranche based upon the then applicable internally generated Bank reference rate or an alternative rate determination method reasonably determined by the Bank.

## B. PRIBOR

"PRIBOR" means, in respect of CZK:

- (a) in respect of a relevant period of less than 1 (one) month, the Screen Rate (as defined below) for a term of 1 (one) month;
- (b) in respect of a relevant period of one or more months for which a Screen Rate is available, the applicable Screen Rate for a term for the corresponding number of months; and
- (c) in respect of a relevant period of more than 1 (one) month for which a Screen Rate is not available, the rate resulting from a linear interpolation by reference to two Screen Rates, one of which is applicable for a period next shorter and the other for a period next longer than the length of the relevant period,

(the period for which the rate is taken or from which the rates are interpolated being the "**Representative Period**").

For the purposes of paragraphs (b) and (c) above, "**available**" means the rates of interest that are commonly quoted for the relevant maturity.

"**Screen Rate**" means the rate of interest for deposits in CZK for the relevant period as published at 11:00 a.m., Prague time, or at a later time acceptable to the Bank on the day (the "**Reset Date**") which falls 2 (two) Prague Business Days prior to the first day of the relevant period, on Reuters page PRIBOR= or its successor page or, failing which, by any other means of publication chosen for this purpose by the Bank.

If such Screen Rate is not so published, the Bank shall request the principal Prague offices of 4 (four) major banks in the Czech crown interbank market, selected by the Bank, to quote the rate at which CZK deposits in a comparable amount are offered by each of them as at approximately 11:00 a.m., Prague time, on the Reset Date to prime banks in the Czech crown interbank market for a period equal to the Representative Period. If at least 2 (two) quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations.

If fewer than 2 (two) quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in the Czech crown interbank market, selected by the Bank, at approximately 11:00 a.m., Prague time, on the day which falls 2 (two) Prague Business Days after the Reset Date, for loans in CZK in a comparable amount to leading European Banks for a period equal to the Representative Period.

If no rate is available as provided above, PRIBOR shall be the rate (expressed as a percentage rate per annum) which is determined by the Bank to be the all-inclusive cost to the Bank for the funding of the relevant Tranche based upon the then applicable internally generated Bank reference rate or an alternative rate determination method reasonably determined by the Bank.

For the purposes of the foregoing definitions:

- (i) "**Prague Business Day**" means a day on which banks are open for normal business in Prague.
- (ii) All percentages resulting from any calculations referred to in this Section B of this Schedule B will be rounded, if necessary, to the nearest one hundredth of a percentage point, with halves being rounded up.



- (iii) The Bank shall inform the Borrower without delay of the quotations received by the Bank.
- (iv) If any of the foregoing provisions becomes inconsistent with provisions adopted under the aegis of Czech Financial Benchmark Facility (CFBF) (or any successor to that function as determined by the Bank), the Bank may by notice to the Borrower amend the provision to bring it into line with such other provisions.