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December 15, 1988

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INTERSTATE COMMERCE COMMISSION

No. 8-350A120 DEC 15 1988 1-55 PM

Date DEC 15 1988

RECORDATION NO. 1 6073 Filed 1425

Fee \$ 13.00

DELIVERED BY HAND

ICC Washington, D.C.

INTERSTATE COMMERCE COMMISSION

DEC 15 1988 1-55 PM

RECORDATION NO. 1 6073-A Filed 1425

DEC 15 1 45 PM '88

Ms. Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
12th Street & Constitution Avenue, N.W.  
Washington, D.C. 20423

Dear Ms. McGee:

I have enclosed two originals of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the United States Code.

This document is a Trust Indenture and Security Agreement, a primary document, dated as of December 1, 1988, which includes Indenture Supplement No. 1, dated December 15, 1988.

The names and addresses of the parties to the document are as follows:

Owner Trustee: Wilmington Trust Company  
Rodney Square North  
Wilmington, Delaware 19890

Indenture Trustee: The Connecticut Bank and Trust  
Company, National Association  
One Constitution Plaza  
Hartford, Connecticut 06115

*Counterpart Peter J. Monart*

Ms. Noreta R. McGee

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December 15, 1988

A description of the equipment covered by the document follows:

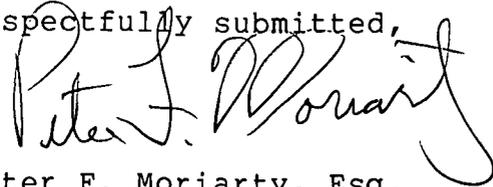
Five (5) AEM-7 electric locomotives, bearing National Railroad Passenger Corporation (Amtrak) road numbers 947-951, consecutively.

A check made payable to the Commission in the amount of \$13.00 is enclosed for the fee. Please return one original to: Peter F. Moriarty, Weiner, McCaffrey, Brodsky & Kaplan, P.C., 1350 New York Avenue, N.W., Suite 800, Washington, D.C. 20005.

A short summary of the document to appear in the index follows:

Trust Indenture and Security Agreement, dated as of December 1, 1988, as it pertains to those five AEM-7 electric locomotives (out of a total of seven such locomotives) bearing National Railroad Passenger Corporation (Amtrak) road numbers 947-951.

Respectfully submitted,



Peter F. Moriarty, Esq.

Enclosures

JCS/lr/0454P/8231

INDENTURE SUPPLEMENT NO. DEC 15 1988 1:00 PM

RECORDATION NO. 6078-A  
1425

THIS INDENTURE SUPPLEMENT NO. 1, dated as of December 15, 1988, between WILMINGTON TRUST COMPANY, a Delaware banking corporation having its principal office and chief place of business at Rodney Square North, Wilmington, Delaware 19890, not in its individual capacity but solely as Owner Trustee under the Trust Agreement as defined in Annex A in the Indenture referred to below, except as expressly provided in the Indenture referred to below (herein, together with any successors thereto in such trustee capacity, called the "Owner Trustee"), and THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association having its corporate trust office at One Constitution Plaza, Hartford, Connecticut 06115, Attention: Corporate Trust Department, as Indenture Trustee (herein, together with its successors and assigns permitted under the Indenture referred to below, called the "Indenture Trustee"),

## W I T N E S S E T H:

WHEREAS, the Owner Trustee and the Indenture Trustee have heretofore entered into that certain Trust Indenture and Security Agreement, dated as of December 1, 1988 (the "Indenture"; the terms used and not otherwise defined herein and defined, either directly or by cross-reference, in the Indenture being used herein with the respective meanings assigned thereto in the Indenture), which Indenture provides for the execution and delivery from time to time of indenture supplements substantially in the form hereof for the purpose of confirming or completing the description of one or more Locomotives subjected to the lien of the Indenture;

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, the parties hereto hereby agree as follows:

1. The Owner Trustee hereby represents and warrants to the Indenture Trustee and the Lessee has confirmed to the Owner Trustee that, effective on the date hereof, the Locomotives described in the Annex hereto have been delivered to the Lessee, and have been duly accepted by the Lessee, and that said Annex contains a correct and complete description of said Locomotives (including Manufacturers' serial numbers, where appropriate) sufficient for the purposes of the Lease Agreement and the Indenture. The Owner Trustee further represents and warrants to the Indenture Trustee that the Lessee has confirmed to the Owner Trustee that each Locomotive covered hereby has been marked in accordance with Section 5 of the Lease.

2. This indenture supplement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

3. Although this indenture supplement is dated for convenience as of the date first above written, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the Acknowledgements hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed under their respective corporate seals by their respective officers thereunto duly authorized.

WILMINGTON TRUST COMPANY,  
Not in its individual capacity  
but solely as Owner Trustee,  
except as expressly provided  
herein

By: \_\_\_\_\_

  
Title: James P. Lawler  
Financial Services Officer

[Corporate Seal]

Attest:

  
\_\_\_\_\_

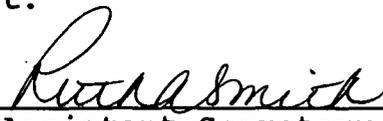
THE CONNECTICUT BANK AND TRUST  
COMPANY, NATIONAL ASSOCIATION,  
As Indenture Trustee

By: \_\_\_\_\_

  
Title: Vice President

[Corporate Seal]

Attest:

  
\_\_\_\_\_ Assistant Secretary



ANNEX 1 TO  
 INDENTURE SUPPLEMENT NO.1

DESCRIPTION OF LOCOMOTIVES

<u>Manufacturer</u>	<u>Model Number</u>	<u>Type</u>	<u>Manufacturer's Serial No.</u>	<u>Road Number</u>	<u>Purchase Price</u>	<u>Delivery Date</u>
Electro-Motive Division, General Motors Corporation	AEM-7	Electric	876006-1	947	\$3,682,400	December 15, 1988
"	"	"	876006-2	948	"	"
"	"	"	876006-3	949	"	"
"	"	"	876006-4	950	"	"
"	"	"	876006-5	951	"	"
Aggregate Purchase Price					\$18,412,000	