

*Counterparts - E. C. Alvord*

RECORDATION NO. 20286 FILE NO. 100  
DEC 23 1996 -3 PM

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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

DEC 23 3 15 PM '96

December 23, 1996

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Re: (Amtrak 96-A)

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of a Memorandum of Lease Supplement of Railroad Equipment, dated December 23, 1996, and two (2) copies of a Memorandum of Trust Agreement and Indenture Supplement, dated December 23, 1996, both secondary documents as defined in the Board's Rules for the Recordation of Documents.

The enclosed documents relate to the Memorandum of Lease previously filed with the Board under Recordation Number 20286.

The names and addresses of the parties to the enclosed documents are:

Memorandum of Lease Supplement

Lessor: Wilmington Trust Company  
1100 North Market Street  
Wilmington, Delaware 19890

Lessee: National Railroad Passenger Corporation  
400 North Capitol Street, N.W.  
Washington, D.C. 20001

Mr Vernon A Williams  
December 23, 1996  
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Memorandum of Trust Indenture Supplement

Owner Trustee                      Wilmington Trust Company  
   1100 North Market Street  
   Wilmington, Delaware 19890

Indenture Trustee.                      The First National Bank of Maryland  
   25 South Charles Street  
   Baltimore, Maryland 21201

A description of the railroad equipment covered by the enclosed documents is set forth on Schedule A attached hereto

Also enclosed is a check in the amount of \$44 00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned

Very truly yours,



Robert W Alvord

RWA/bg  
Enclosures

(AMTRAK TRUST 96-A)

Description

Amtrak Equipment Numbers

Thirteen (13) General Electric P42-DC  
Single Mode Diesel Locomotives

35 through 47, inclusive

SURFACE TRANSPORTATION BOARD  
WASHINGTON, D.C. 20420-0001

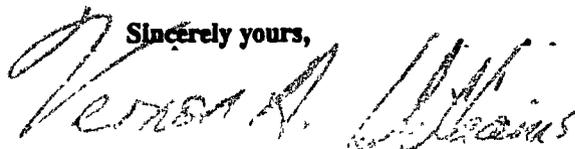
12/23/96

Robert W. Alvord  
Alvord And Alvord  
918 Sixteenth Street NW., Ste. 200  
Washington, DC., 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/23/96 at 3:20PM , and assigned recordation number(s). 20286-B, 20286-C and 20262-B.

Sincerely yours,

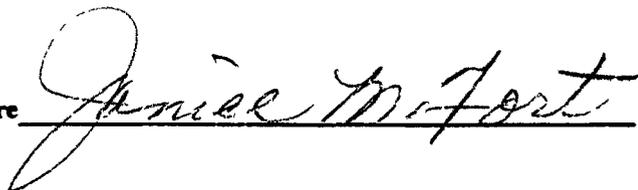


Vernon A. Williams  
Secretary

Enclosure(s)

\$66.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



DEC 23 1996 - 3 20 PM

MEMORANDUM OF TRUST AGREEMENT AND INDENTURE SUPPLEMENT (AMTRAK TRUST 96-A) dated December 23, 1996, between WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity, but solely as trustee under the Trust Agreement (Amtrak Trust 96-A) (the "*Trust Agreement*") dated as of September 15, 1996 with NATIONSBANK, NATIONAL ASSOCIATION (in such capacity, the "*Owner Trustee*"), and THE FIRST NATIONAL BANK OF MARYLAND (the "*Indenture Trustee*"). Capitalized terms used herein which are not defined herein shall have their respective meanings ascribed thereto as set forth in the Indenture (referred to below).

WHEREAS, the Owner Trustee and the Indenture Trustee have entered into that certain Trust Indenture and Security Agreement (Amtrak Trust 96-A) dated as of September 15, 1996 (the "*Trust Indenture*"), and that certain Trust Agreement and Indenture Supplement No. 1 (Amtrak Trust 96-A) dated September 30, 1996 ("*Supplement No. 1*") covering the railroad equipment described in Supplement No. 1;

WHEREAS, a Memorandum of Trust Indenture and Security Agreement with respect to the equipment described in Supplement No. 1 was filed with the Surface Transportation Board pursuant to 49 U.S.C. §11301 on September 30, 1996 at 1:55 p.m. and assigned Recordation Number 20286-A, and deposited in the office of the Registrar General of Canada pursuant to §105 of the Canada Transportation Act (formerly §90 of the Railway Act of Canada) on September 30, 1996 at 3:48 p.m.;

WHEREAS, the Owner Trustee and the Indenture Trustee are entering into that certain Trust Agreement and Indenture Supplement No. 2 (Amtrak Trust 96-A) dated the date hereof ("*Supplement No. 2*") (the terms of which are incorporated herein by reference), supplementing the aforesaid Trust Indenture to include the railroad equipment listed in Schedule A hereto, bearing the equipment numbers of the Lessee shown in said Schedule A, and all additions and alterations thereof, replacements thereof and substitutions therefor (the Trust Indenture, as so supplemented by Supplement No. 1 and Supplement No. 2, being herein called the "*Indenture*");

WHEREAS, pursuant to Indenture, the Owner Trustee has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed unto the Indenture Trustee, its successors and assigns, for the security and benefit of the Loan Participants and the Note Holders from time to time, a security interest in and mortgage Lien on all estate, right, title and interest of the Owner Trustee in, to and under the following described property, rights, interests and privileges, other than Excluded Payments (which collectively, excluding Excluded Payments but otherwise including all property hereafter specifically subjected to the Lien of the Indenture by the Trust Agreement and Indenture Supplements or any mortgage supplemental hereto, are included within the Trust Indenture Estate), to wit:

(1) the railroad equipment listed in Schedule A hereto, bearing the equipment numbers of National Railroad Passenger Corporation (the "*Lessee*") shown in said Schedule A (the "*Equipment*"), and all replacements thereof and substitutions therefor in which the Owner Trustee shall from time to time acquire an interest as provided in the Indenture and in the Lease (referred to below), all as more particularly described in the Trust Agreement and Indenture Supplements to the Indenture executed and delivered with respect to the Equipment or any such replacements or substitutions therefor, as provided in the Indenture, and all records, logs and other documents at any time maintained with respect to the foregoing property;

(2) the Lease of Railroad Equipment (Amtrak Trust 96-A) (the "*Lease*") dated as of September 15, 1996 between the Lessee and the Owner Trustee and all Rent thereunder, including, without limitation, all amounts of Basic Rent, Supplemental Rent, and payments of any kind thereunder or in respect thereof, the Participation Agreement, the Purchase Agreement (to the extent assigned by the Purchase Agreement Assignment), the Purchase Agreement Assignment, the Consent and Agreement and the Bill of Sale, including without limitation, in the case of each such Operative Document, (x) all amounts or other payments of any kind paid or payable by the obligor(s) thereunder or in respect thereof to the Owner Trustee whether in its capacity as Lessor or otherwise as well as all rights of the Owner Trustee to enforce payment of any such amounts or payments, (y) all rights of the Owner Trustee to exercise any election or option or to make any decision or determination or to give or receive any notice, consent, waiver or approval or to take any other action under or in respect of any such document or to accept surrender or redelivery of the Equipment or any part thereof, as well as all the rights, powers and remedies on the part of the Owner Trustee, whether acting under any such document or by statute or at law or in equity, or otherwise, arising out of any Lease Event of Default or otherwise, and (z) any right to restitution from the Lessee in respect of any determination of invalidity of any such document;

(3) all rents, issues, profits, revenues and other income of the property subjected or required to be subjected to the Lien of the Indenture;

(4) all insurance and requisition proceeds with respect to the Equipment or any part thereof including but not limited to the insurance required under Section 8 of the Lease;

(5) all moneys and securities now or hereafter paid or deposited or required to be paid or deposited to or with the Indenture Trustee by or for the account of the Owner Trustee pursuant to any term of any Operative Document and held or required to be held by the Indenture Trustee hereunder; and

(6) all proceeds of the foregoing;

**BUT EXCLUDING** from the foregoing and from the Trust Indenture Estate all Excluded Payments and Excepted Rights, and the rights to enforce and collect the same, and **SUBJECT TO** the rights of the Owner Trustee and the Owner Participant under Section 6.10 of the Indenture, **AND FURTHER SUBJECT TO** all other exclusions and exceptions specified in the Indenture;

WHEREAS, Supplement No. 2 shall be effective as of the Closing Date (as defined in the Lease); and

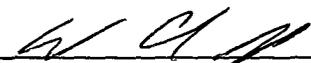
WHEREAS, this memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

AMTRAK TRUST 96-A

IN WITNESS WHEREOF, the parties hereto wish to show for the public record the assignment and mortgage of and security interest in the aforesaid property in favor of the Indenture Trustee, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written

WILMINGTON TRUST COMPANY, not  
in its individual capacity, but solely as  
trustee, as aforesaid

By:

  
Name: W Chris Sponenberg  
Title: Senior Financial Services Officer

THE FIRST NATIONAL BANK OF  
MARYLAND,  
NATIONAL ASSOCIATION, as Indenture  
Trustee

By:

\_\_\_\_\_  
Name:  
Title:

STATE OF MARYLAND )  
 ) SS.  
COUNTY OF BALTIMORE )

On this \_\_\_\_ day of December, 1996, before me personally appeared Robert D. Brown, to me personally known, who, by me being duly sworn, says that he is Corporate Trust Ececutive of THE FIRST NATIONAL BANK OF MARYLAND, and that the foregoing instrument was signed on behalf of said association 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 association.

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

My commission expires

STATE OF DELAWARE )  
 ) SS.:  
COUNTY OF NEW CASTLE )

On this 17th day of December, 1996, before me personally appeared W. Chris Sponenberg, to me personally known, who, by me being duly sworn, says that he/she is Sr. Fin. Svcs. Officer of WILMINGTON TRUST COMPANY, that the foregoing instrument was signed on behalf of said Delaware banking corporation by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Paula M. Sulecki  
Notary Public

My commission expires

**PAULA M. SULECKI**  
**NOTARY PUBLIC**  
My commission expires April 25, 1998

IN WITNESS WHEREOF, the parties hereto wish to show for the public record the assignment and mortgage of and security interest in the aforesaid property in favor of the Indenture Trustee, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written

WILMINGTON TRUST COMPANY, not  
in its individual capacity, but solely as  
trustee, as aforesaid

By: \_\_\_\_\_  
Name:  
Title:

THE FIRST NATIONAL BANK OF  
MARYLAND,  
NATIONAL ASSOCIATION, as Indenture  
Trustee

By: Robert D. Brown  
Name: Robert D. Brown  
Title: Corporate Trust Executive

STATE OF MARYLAND )  
 ) SS..  
COUNTY OF BALTIMORE )

On this 19th day of December, 1996, before me personally appeared Robert D. Brown, to me personally known, who, by me being duly sworn, says that he is Corporate Trust Ececutive of THE FIRST NATIONAL BANK OF MARYLAND, and that the foregoing instrument was signed on behalf of said association 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 association.

Sander D. Cucchiello  
Notary Public



My commission expires 5/19/98

STATE OF DELAWARE )  
 ) SS.:  
COUNTY OF NEW CASTLE )

On this \_\_\_\_\_ day of December, 1996, before me personally appeared \_\_\_\_\_, to me personally known, who, by me being duly sworn, says that he/she is \_\_\_\_\_ of WILMINGTON TRUST COMPANY, that the foregoing instrument was signed on behalf of said Delaware banking corporation by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

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

My commission expires

**AMTRAK TRUST 96-A**

Schedule A to  
Memorandum of Indenture

**(AMTRAK TRUST 96-A)**

<b><u>Description</u></b>	<b><u>Amtrak Equipment Numbers</u></b>
Thirteen (13) General Electric P42-DC Single Mode Diesel Locomotives	35 through 47, inclusive