

96



December 30, 1991

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DEC 30 1991 - 1 05 PM

INTERSTATE COMMERCE COMMISSION

Dec 30 1 00 PM '91  
MOTOR OPERATING UNIT

Mr. Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
12th Street and Constitution Avenue  
Washington, D.C. 20423

Dear Mr. Strickland:

I have enclosed three originals of the documents described below to be recorded pursuant to Section 11301 of Title 49 of the United States Code. These documents are:

1. Lease of Railroad Equipment dated as of December 15, 1991, a primary document which includes the Lease Supplement No. 1 dated as of December 30, 1991. *17649*
2. Lessee Security Agreement (Mortgage) dated as of December 15, 1991 a primary document which includes the Lessee Security Agreement Supplement No. 1 dated as of December 30, 1991. *B*
3. Sublease of Railroad Equipment dated as of December 15, 1991, a primary document which includes the Sublease Supplement No. 1 dated as of December 30, 1991. *E*
4. Trust Indenture and Security Agreement (Mortgage) ("Trust Indenture") dated as of December 15, 1991, a primary document which includes the Indenture Supplement Nos. 1 and 2 dated as of December 30, 1991. *F*
5. FRA Subordinated Security Agreement dated as of December 15, 1991, a primary document. *J*
6. Cure Rights Agreement dated as of December 15, 1991, a primary document. *J*

Amtrak requests that all of the documents listed herein be filed under the same recordation number.

The parties to the above-listed documents include the following:

1, 2 and 3. The Lease of Railroad Equipment, the Lessee Security Agreement (Mortgage), Sublease of Railroad Equipment, and Supplements No. 1 thereto: Amtrak as, respectively, lessor, mortgagor, and sublessee; Ameritrust Company National Association ("Owner Trustee"), as, respectively, lessee, mortgagee, and sublessor.

*Amtrak*  
*Amtrak*

4. The Trust Indenture and Supplement Nos. 1 and 2 thereto: Owner Trustee as mortgagor and State Street Bank and Trust Company of Connecticut, National Association ("Indenture Trustee") as mortgagee. Amtrak is a consenting party to the Trust Indenture.

5. The FRA Subordinated Security Agreement: Amtrak as mortgagor and the Federal Railroad Administrator as mortgagee.

6. The Cure Rights Agreement: Owner Trustee as sublessor and mortgagee, and Indenture Trustee as mortgagee.

The addresses of the parties are:

Ameritrust Company National Association  
900 Euclid Avenue  
Legal Department, P-13  
Cleveland, Ohio 44101-1477

State Street Bank and Trust Company  
of Connecticut, National Association  
750 Main Street  
Suite 1114  
Hartford, Connecticut 06103

Federal Railroad Administrator  
Federal Railroad Administration  
400 Seventh Street, S.W.  
Washington, D.C. 20590

National Railroad Passenger Corporation  
60 Massachusetts Avenue, N.E.  
Washington, D.C. 20002  
Attention: Corporate Secretary

The railway equipment covered by the primary documents listed above consists of up to eighteen (18) General Electric Dash 8-32 BWH Locomotives bearing Amtrak road numbers 500 and 503 to 519, inclusive.

A fee of \$96 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to the person delivering same stamped with the appropriate recordation number.

Short summaries of the documents to appear in the index follow:

1. Lease of Railroad Equipment between Ameritrust Company National Association, 900 Euclid Avenue, Legal Department, P-13, Cleveland, Ohio 44101-1477 as owner trustee and lessee and National Railroad Passenger Corporation, 60 Massachusetts Avenue,

N.E., Washington, D.C. 20002 ("Amtrak"), as lessor, dated December 15, 1991, and Supplement No. 1 thereto dated as of December 30, 1991. The Lease covers up to eighteen (18) General Electric Dash 8-32 BWH Locomotives bearing Amtrak road numbers 500 and 503 to 519, inclusive.

2. Lessee Security Agreement (Mortgage) between Ameritrust Company National Association, 900 Euclid Avenue, Legal Department, P-13, Cleveland, Ohio 44101-1477 as owner trustee and mortgagee and National Railroad Passenger Corporation, 60 Massachusetts Avenue, N.E., Washington, D.C. 20002 ("Amtrak"), as mortgagor, dated as of December 15, 1991 and Supplement No. 1 thereto dated as of December 30, 1991. The Lessee Security Agreement (Mortgage) covers up to eighteen (18) General Electric Dash 8-32 BWH Locomotives bearing Amtrak road numbers 500 and 503 to 519, inclusive.

3. Sublease of Railroad Equipment between Ameritrust Company National Association, 900 Euclid Avenue, Legal Department, P-13, Cleveland, Ohio 44101-1477 as owner trustee and sublessor and National Railroad Passenger Corporation, 60 Massachusetts Avenue, N.E., Washington, D.C. 20002 ("Amtrak"), as sublessee, dated as of December 15, 1991 and Supplement No. 1 thereto dated as of December 30, 1991. The Sublease covers up to eighteen (18) General Electric Dash 8-32 BWH Locomotives bearing Amtrak road numbers 500 and 503 to 519, inclusive.

4. Trust Indenture and Security Agreement (Mortgage) between Ameritrust Company National Association, 900 Euclid Avenue, Legal Department, P-13, Cleveland, Ohio 44101-1477 as owner trustee and mortgagor, and State Street Bank and Trust Company of Connecticut, National Association, 750 Main Street, Suite 1114, Hartford, Connecticut 06103, as indenture trustee and mortgagee, dated as of December 15, 1991, and Supplement Nos. 1 and 2 dated as of December 30, 1991. The Trust Indenture covers up to eighteen (18) General Electric Dash 8-32 BWH Locomotives bearing National Railroad Passenger Corporation ("Amtrak") road numbers 500 and 503 to 519, inclusive.

5. Subordinated Security Agreement between National Railroad Passenger Corporation, 60 Massachusetts Avenue, N.E., Washington, D.C. 20002 ("Amtrak"), as mortgagor and the Federal Railroad Administrator, Federal Railroad Administration, 400 Seventh Street, S.W., Washington, D.C. 20590, as mortgagee, dated as of December 15, 1991 and covering up to eighteen (18) General Electric Dash 8-32 BWH Locomotives bearing Amtrak road numbers 500 and 503 to 519, inclusive.

6. Cure Rights Agreement between Ameritrust Company National Association, 900 Euclid Avenue, Legal Department, P-13, Cleveland, Ohio 44101-1477 as owner trustee, sublessor, and mortgagee, and State Street Bank and Trust Company of

Connecticut, National Association, 750 Main Street, Suite 1114, Hartford, Connecticut 06103 as indenture trustee and mortgagee, dated as of December 15, 1991, and covering up to eighteen (18) General Electric Dash 8-32 BWH Locomotives bearing National Railroad Passenger Corporation ("Amtrak") road numbers 500 and 503 to 519, inclusive.

The undersigned is one of the attorneys for Amtrak.

Respectfully submitted,



Judy Weisburgh  
Associate General Counsel

Enclosures

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

12/30/91

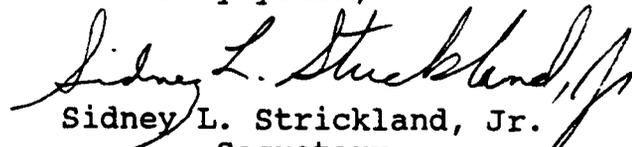
OFFICE OF THE SECRETARY

Judy Weisburgh  
Associate General Counsel  
National Railroad Passenger Corp.  
60 MA. Avenue N.E.  
Washington, D.C. 20002

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 12/30/91 at 1:05pm, and assigned recordation number(s). 17649 & 17649-A,B,C,D,E. F,G,H. I. & J

Sincerely yours,

  
Sidney L. Strickland, Jr.  
Secretary

17649

DEC 30 1991 - 1 05 PM

[EXECUTION COPY]

INTERSTATE COMMERCE COMMISSION

CERTAIN RIGHTS OF THE LESSEE UNDER THIS LEASE OF RAILROAD EQUIPMENT HAVE BEEN ASSIGNED AS SECURITY TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE UNDER THE TRUST INDENTURE AND SECURITY AGREEMENT (MORTGAGE) DATED AS OF THE DATE HEREOF AMONG LESSOR, SUCH LESSEE AND INDENTURE TRUSTEE, FOR THE BENEFIT OF THE HOLDERS OF THE SECURED NOTES REFERRED TO THEREIN. THE RIGHTS OF LESSOR UNDER THIS LEASE OF RAILROAD EQUIPMENT HAVE BEEN ASSIGNED AS SECURITY TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, SUCH LESSEE UNDER THE LESSEE SECURITY AGREEMENT REFERRED TO HEREIN, AND CERTAIN RIGHTS OF SUCH LESSEE UNDER SUCH LESSEE SECURITY AGREEMENT HAVE BEEN ASSIGNED AS SECURITY TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, SUCH INDENTURE TRUSTEE UNDER SUCH TRUST INDENTURE AND SECURITY AGREEMENT. SEE SECTION 8.4 HEREOF FOR INFORMATION CONCERNING THE RIGHTS OF HOLDERS OF THE VARIOUS COUNTERPARTS OF THIS LEASE OF RAILROAD EQUIPMENT.

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LEASE OF RAILROAD EQUIPMENT

Dated as of December 15, 1991

between

NATIONAL RAILROAD PASSENGER CORPORATION  
Lessor

and

AMERITRUST COMPANY NATIONAL ASSOCIATION, as Owner Trustee  
Lessee

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EIGHTEEN (18) GENERAL ELECTRIC DASH 8-32 BWH LOCOMOTIVES

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SIGNATURE PAGE

EXHIBIT A - FORM OF LEASE SUPPLEMENT

[LEASE]

THIS LEASE OF RAILROAD EQUIPMENT dated as of December 15, 1991 between NATIONAL RAILROAD PASSENGER CORPORATION (also known as Amtrak), a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia, as lessor ("Lessor"), and AMERITRUST COMPANY NATIONAL ASSOCIATION, a national banking association, not in its individual capacity but solely as Owner Trustee, as lessee ("Lessee").

W I T N E S S E T H :

ARTICLE I

INTERPRETATION

SECTION 1.1 Definitions. Capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Lease have the respective meanings specified therefor in Annex A to that certain Sublease of Railroad Equipment dated as of the date hereof between Lessee, as Sublessor, and Lessor, as Sublessee.

SECTION 1.2 Rules of Interpretation. The following rules apply to this Lease:

(a) the singular includes the plural and the plural includes the singular;

(b) "or" is not exclusive and "include" and "including" are not limiting;

(c) a reference to any agreement or other contract includes permitted supplements and amendments;

(d) a reference to a law includes any amendment or modification to such law and any rules or regulations issued thereunder or any law enacted in substitution or replacement therefor;

(e) a reference to a person includes its permitted successors and assigns;

(f) a reference herein to an Article, Section, Exhibit, Schedule or Appendix without further reference is to the relevant Article, Section, Exhibit, Schedule or Appendix of this Lease;

(g) any right may be exercised at any time and from time to time;

(h) all obligations are continuing obligations; and

(i) the headings of the Articles, Sections and subsections are for convenience and shall not affect the meaning of this Lease.

## ARTICLE II

### AGREEMENT TO LEASE; DELIVERY AND ACCEPTANCE

SECTION 2.1 Agreement to Lease. Lessor and Lessee agree to subject each Unit to this Lease for the rent and upon and subject to the terms and conditions herein set forth, for the Lease Term with respect to such Unit, commencing on the date on which the Lease Supplement extending this Lease to cover such Unit is executed and delivered.

SECTION 2.2 Delivery and Acceptance. Upon execution and delivery of a Lease Supplement by Lessor and Lessee, the Units described therein shall be deemed to have been delivered to and accepted by Lessee for all purposes of this Lease and thereupon shall be subject to all the terms and conditions of this Lease. Lessee's execution and delivery of a Lease Supplement shall be conclusive proof that the Units listed therein have been subjected to this Lease subject to the terms hereof.

## ARTICLE III

### RENT

On each Delivery Date, Lessee shall pay Lessor for the interest created hereunder in the Units covered by the Lease Supplement executed and delivered on such Delivery Date an amount equal to the Advance Rental Cost for such Units by paying (1) the Cash Portion for such Units by wire transfer of immediately available funds to or as directed by Lessor and (2) the Assumption Portion for such Units by executing and delivering the Owner Trustee Nonrecourse Assumption Confirmation on Outstanding Secured Notes having an aggregate principal amount equal to such Assumption Portion. Advance Rental Cost with respect to such Units shall not be refundable under any circumstances, including termination of this Lease prior to the Lease Termination Date. Upon payment of Advance Rental Cost with respect to such Units, Lessee shall have no

[LEASE]

further rental or any other obligations whatsoever hereunder with respect to such Units.

#### ARTICLE IV

##### PERFORMANCE OF LESSEE

Lessee shall not be obligated to take any action or execute any instrument pursuant to any provision hereof until it shall have been requested to do so by Lessor, or shall have received the instrument to be executed, and at Lessee's option, shall have received assurance satisfactory to Lessee that Lessee shall be reimbursed for its reasonable expenses incurred or to be incurred in connection with taking such action or executing such instrument; provided, that Lessee shall be under no obligation to take any action or execute any instrument otherwise than in accordance with the Operative Documents.

#### ARTICLE V

##### SUBLEASING AND ASSIGNMENT

SECTION 5.1 Covenant of Lessee. Lessee will subject the Units subject hereto from time to time to the Sublease.

SECTION 5.2 Covenant of Lessor. Lessor shall not and shall not have the power to assign this Lease nor sell, assign, transfer or convey any Unit or its interest therein, as a whole or in part, except in accordance with the Operative Documents. Any attempted assignment not in compliance herewith shall be void.

#### ARTICLE VI

##### OPTION TO PURCHASE

SECTION 6.1 Exercise at End of the Lease Term. So long as Lessee shall have paid all Advance Rental Cost hereunder, Lessee may by notice delivered to Lessor not more than five years prior to the Lease Termination Date, irrevocably elect to purchase the right, title and interest of Lessor in all, but not less than all, the Units subject hereto on such Date at a purchase price equal to one dollar for each such Unit, payable on or prior to such Date; provided, however, that Lessee's right to purchase any Unit, the Leasehold Interest in which has not been previously acquired by Sublessee pursuant to the Sublease and has not been otherwise transferred

pursuant to any other Operative Document, shall continue to be exercisable at any time after such Lease Termination Date by Lessee's tendering of said one dollar purchase price to Lessor.

SECTION 6.2 Exercise at End of Sublease Term. So long as Lessee shall have paid all Advance Rental Cost hereunder, if with respect to one or more Units Sublessee has exercised neither its purchase option pursuant to Section 16.2 of the Sublease nor any renewal option pursuant to Section 16.4 of the Sublease, Lessee may by notice delivered to Lessor not more than five (5) years prior to the end of the Sublease Term for such Units elect to purchase all, but not less than all, of Lessor's right, title and interest in such Units subject hereto at the last day of the Sublease Term for such Units at a purchase price equal to one dollar for each such Unit, payable on or prior to such day; provided, however, that Lessee's right to purchase any Unit, the Leasehold Interest in which has not been previously acquired by Sublessee pursuant to the Sublease and has not been otherwise transferred pursuant to any other Operative Document, shall continue to be exercisable at any time after the last day of the Sublease Term for such Units by Lessee's tendering of said one dollar purchase price to Lessor.

SECTION 6.3 Automatic Transfer in Certain Circumstances. So long as Lessee shall have paid all Advance Rental Cost hereunder, if (i) Lessor, as sublessee under the Sublease, shall have exercised its right under Section 26 thereof to terminate the Sublease as to any Unit and either (a) Lessee, as sublessor thereunder, shall elect to terminate the Sublease as to such Unit in accordance with the provisions of said Section 26 or (b) Lessee, as such sublessor, shall without further condition or delay be prepared for the imminent sale of such Unit to a buyer thereof in accordance with the provisions of said Section 26, or (ii) Lessee, as sublessor under the Sublease, or Indenture Trustee, as assignee pursuant to the Indenture of Lessee's interest under the Sublease, shall have terminated the Sublease or repossessed or sold the Equipment pursuant to Section 13 of the Sublease or otherwise exercised any of the remedies otherwise provided in Section 13 of the Sublease which are inconsistent with Lessor's right as Sublessee under the Sublease to the continued use and possession of the Equipment under the Sublease then in either case (i) or (ii), without further act of any kind, all right, title and interest of the Lessor in and to the Equipment or such Unit, as the case may be, shall transfer to and vest in Lessee, and Lessor shall thereupon evidence such transfer in accordance with the provisions of Section 6.4 hereof. In addition to the foregoing, at any time that Lessor, as sublessee under the Sublease, acquires the Leasehold Interest with respect to any Unit pursuant to and in accordance with the

provisions of the Sublease, including Section 7.3 thereof, without further act of any kind, all right, title and interest of Lessor in and to such Unit shall transfer to and vest in Lessee (for further transfer to Lessor in its capacity as Sublessee) and Lessor and Lessee shall thereupon evidence such transfers in accordance with the provisions of Section 6.4 and the applicable provisions of the Sublease; provided, however, that no such evidence or other document or instrument shall be required as a precondition to the effective and immediate transfer of Lessor's interest to Lessee and any such further transfer to Sublessee described in this Section 6.3.

SECTION 6.4 Transfer of Interest; Termination. Promptly upon Lessee's exercise of a purchase option pursuant to Section 6.1 and payment of the purchase price provided therein or upon any automatic transfer pursuant to Section 6.3, and on the last day of the Sublease Term for an applicable Unit upon Lessee's exercise of a purchase option pursuant to Section 6.2, Lessor shall, without limiting any of Lessor's obligations as sublessee under the Sublease, be deemed to have transferred, without further act, to Lessee, or to Lessee's assignee or nominee, such right, title and interest as Lessor may have in the applicable Units, "as-is, where-is and with all faults" and without recourse, representation or warranty, express or implied, other than as to Lessor's title to such Units, except that such Units shall be free and clear of all Liens other than Owner Participant's Liens and Sublessor's Liens. Lessor shall evidence such transfer by executing and delivering a bill of sale therefor in a form reasonably satisfactory to Lessee; provided, however, that no bill of sale or any other document or instrument shall be required as a precondition to the effective and immediate transfer of Lessor's interest in such Units to Lessee pursuant hereto.

SECTION 6.5 Remedy for Lessee's Failure to Pay Purchase Price. If, after exercising its option to purchase Lessor's right, title and interest in a Unit pursuant to Section 6.1 or 6.2, Lessee fails to pay the purchase price therefor, Lessor shall nevertheless transfer its right, title and interest thereto pursuant to Section 6.4 and shall have no remedy with respect to such failure except to seek money damages in a legal proceeding.

SECTION 6.6 Remedy for Lessor's Failure to Transfer Interest. If, after Lessee exercises its option to purchase Lessor's right, title and interest in a Unit pursuant to Section 6.1 or 6.2 or after Lessor's right, title and interest in a Unit is automatically transferred pursuant to Section 6.3, Lessor fails to transfer (or confirm such transfer) pursuant to Section 6.4 such right, title and interest as Lessor then has,

Lessee shall have the right to liquidated damages for such breach in the amount of the Fair Market Value of such Unit less any amount of liquidated damages collected by Sublessor pursuant to Section 13 of the Sublease. The remedy provided herein shall be in addition to, and not to the exclusion of, all other remedies then available to Lessee hereunder, at law or in equity.

SECTION 6.7 Purchase Option is of the Essence. Each of Lessee's rights under this Article VI is of the essence of this Lease.

## ARTICLE VII

### TERMINATION

SECTION 7.1 Purchase by Lessee. Upon Lessee's purchase of a Unit pursuant to Section 6.1 or 6.2 or an automatic transfer of a Unit pursuant to Section 6.3, this Lease shall terminate with respect to such Unit, and the obligations of Lessor and Lessee hereunder with respect to such Unit shall cease.

SECTION 7.2 Transfer to Sublessee of Leasehold Interest. Upon the transfer to Sublessee of a Leasehold Interest with respect to a Unit pursuant to Section 13 or 16 of the Sublease, this Lease shall terminate with respect to such Unit, and the obligations of Lessor and Lessee hereunder with respect to such Unit shall cease.

## ARTICLE VIII

### MISCELLANEOUS

SECTION 8.1 Notices. Any notices, requests or other communications hereunder shall be in writing and, if mailed, shall be deemed to be duly given or made when given or made in accordance with the Participation Agreement.

SECTION 8.2 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon Lessee, Lessor and their respective successors and assigns, subject, however, to the limitations contained in Article V hereof.

SECTION 8.3 Amendments, Changes and Modifications. Neither this Lease nor any of the terms hereof may be amended, changed or modified, except by an instrument in writing signed by both Lessor and Lessee.

[LEASE]

SECTION 8.4 Execution in Counterparts. This Lease may be executed in any number of counterparts and by the different parties hereto on separate counterparts (or upon separate signature pages bound together into one or more 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. To the extent, if any, that this Lease or any Lease Supplement constitutes chattel paper or other collateral within the meaning of the Uniform Commercial Code (or other law respecting security interests) as in effect in any applicable jurisdiction, no security interest in Lessor's interest under this Lease or any such Lease Supplement may be created through the transfer or possession of any counterpart of this Lease or any such Lease Supplement other than the original executed counterpart No. 1 hereof or thereof which shall be identified as the counterpart containing the receipts therefor executed by (I) Ameritrust Company National Association, as Owner Trustee, and as secured party under the Lessee Security Agreement and (II) State Street Bank and Trust Company of Connecticut, National Association, as Indenture Trustee, both such receipts immediately following the signature page hereof or thereof.

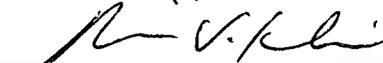
SECTION 8.5 Applicable Law. The terms of this Lease and all rights and obligations hereunder shall be governed by the law of the District of Columbia applicable to contracts executed and delivered, and to be fully performed, in the District of Columbia, without regard to its principles of conflicts of law; provided, that the parties shall be entitled to all rights conferred by Section 11303 of the Act.

SECTION 8.6 Further Assurances and Corrective Instruments. Lessee and Lessor will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, from time to time, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Units hereby leased or intended so to be.

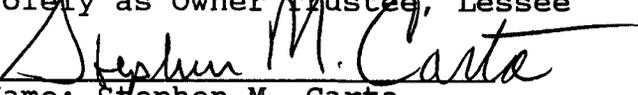
SECTION 8.7 Replacement Units; Accessions. Any Replacement Unit subjected to the Sublease pursuant to Section 7.2 thereof and any accession to a Unit made pursuant to Section 12.2 of the Sublease shall immediately, and without further act or instrument, be deemed subject to this Lease.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed in their respective corporate names as of the day and year first above written.

NATIONAL RAILROAD PASSENGER  
CORPORATION, Lessor

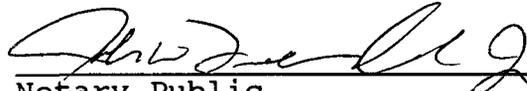
By   
Name: Richard I. Klein  
Title: Treasurer

AMERITRUST COMPANY, NATIONAL  
ASSOCIATION,  
not in its individual capacity, but  
solely as Owner/Trustee, Lessee

By   
Name: Stephen M. Carta  
Title: Assistant Secretary

Dist. of )  
Columbia ) ss.:

On this 20<sup>th</sup> day of December, 1991, before me personally appeared Richard I. Klein, to me personally known, who being by me duly sworn, says that he is the Treasurer of NATIONAL RAILROAD PASSENGER CORPORATION, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

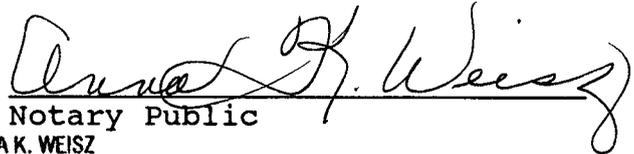
  
\_\_\_\_\_  
Notary Public

My commission expires:

1-1 95

STATE OF NEW YORK )  
 ) ss  
COUNTY OF NEW YORK)

On this 19th day of December, 1991, before me personally appeared Stephen M. Carta, to me personally known, who being by me duly sworn, says that he is the Assistant Secretary of AMERITRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, as Owner Trustee in said instrument, that said instrument was signed on behalf of said national banking association by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said national banking association.

  
Notary Public

ANNA K. WEISZ

My Commission Expires: Notary Public, State of New York  
No. 03-4211565

Qualified in Bronx County

Certificate Filed in New York

County Clerk's Office **SEAL**

Commission Expires November 30, 1993

EXHIBIT A TO LEASE OF RAILROAD  
EQUIPMENT

LEASE SUPPLEMENT NO. \_\_\_\_\_

THIS LEASE SUPPLEMENT NO. \_\_\_\_\_ dated as of \_\_\_\_\_, 19\_\_ (this "Lease Supplement") between NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia, as lessor, and AMERITRUST COMPANY NATIONAL ASSOCIATION, a national banking association, not in its individual capacity but solely as trustee under that certain Trust Agreement dated as of December 15, 1991 between Cargill Leasing Corporation and such trustee, as lessee, pursuant to and in accordance with the Lease of Railroad Equipment dated as of December 15, 1991 between Lessor and Lessee (as amended and supplemented to the date hereof, the "Lease").

W I T N E S S E T H :

1. Capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Lease Supplement have the respective meanings specified therefor in Annex A to that certain Sublease of Railroad Equipment dated as of December 15, 1991 between National Railroad Passenger Corporation, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia, and Ameritrust Company National Association, a national banking association, not in its individual capacity but solely as Owner Trustee under the Trust Agreement, except as expressly provided in the Operative Documents, as originally executed or as modified, amended or supplemented in accordance with the applicable provisions thereof.

2. The Units covered by this Lease Supplement are described in Schedule 1 attached hereto.

3. The Advance Rental Cost for such Units is \$\_\_\_\_\_; the Assumption Portion is \$\_\_\_\_\_; and the Cash Portion is \$\_\_\_\_\_.

4. The Delivery Date of such Units is the date of this Lease Supplement.

5. The term of the Lease for such Units shall commence on the date of this Lease Supplement and terminate on the Lease Termination Date unless earlier terminated pursuant to the terms of the Lease.

[LEASE SUPPLEMENT]

6. By the execution and delivery of this Lease Supplement, Lessor and Lessee reaffirm all of the terms, provisions and conditions of the Lease.

7. This Lease Supplement may be executed in any number of counterparts and by the different parties hereto on separate counterparts (or upon separate signature pages bound together into one or more 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. To the extent, if any, that this Lease Supplement constitutes chattel paper or other collateral within the meaning of the Uniform Commercial Code (or other law respecting security interests) as in effect in any applicable jurisdiction, no security interest in Lessor's interest under this Lease Supplement may be created through the transfer or possession of any counterpart of this Lease Supplement other than the original executed counterpart No. 1 hereof which shall be identified as the counterpart containing the receipts therefor executed by (I) Ameritrust Company National Association, as Owner Trustee and as secured party under the Lessee Security Agreement, and (II) State Street Bank and Trust Company of Connecticut, National Association, as Indenture Trustee, both such receipts immediately following the signature page hereof.

[LEASE SUPPLEMENT]

IN WITNESS WHEREOF, the parties have caused this Lease Supplement to be duly executed by their respective duly authorized officers as of the date first set forth above.

NATIONAL RAILROAD PASSENGER  
CORPORATION, Lessor

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

AMERITRUST COMPANY NATIONAL  
ASSOCIATION, not in its individual  
capacity but solely as  
Owner Trustee, Lessee

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

[SIGNATURE PAGE]

[LEASE SUPPLEMENT]

[\*] TO THE EXTENT, IF ANY, THAT THIS LEASE SUPPLEMENT CONSTITUTES CHATTEL PAPER OR OTHER COLLATERAL WITHIN THE MEANING OF THE UNIFORM COMMERCIAL CODE (OR OTHER LAW RESPECTING SECURITY INTERESTS) AS IN EFFECT IN ANY APPLICABLE JURISDICTION, NO SECURITY INTEREST IN LESSOR'S INTEREST UNDER THIS LEASE SUPPLEMENT MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL EXECUTED COUNTERPART NO. 1 HEREOF WHICH SHALL BE IDENTIFIED AS THE COUNTERPART CONTAINING THE RECEIPTS THEREFOR EXECUTED BY (I) [ ], AS OWNER TRUSTEE, AND AS SECURED PARTY UNDER THE LESSEE SECURITY AGREEMENT AND (II) [ ], AS INDENTURE TRUSTEE, BOTH SUCH RECEIPTS IMMEDIATELY FOLLOWING THIS LEGEND. SUCH COUNTERPART IS THE ONLY COUNTERPART OF THE LEASE SUPPLEMENT THAT CONTAINS THIS LEGEND.

[\*\*] Receipt of this original counterpart No. 1 of the foregoing Lease Supplement is hereby acknowledged this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

[ \_\_\_\_\_ ],  
as Owner Trustee

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

[\*\*] Receipt of this original counterpart No. 1 of the foregoing Lease Supplement is hereby acknowledged this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

[ \_\_\_\_\_ ],  
as Indenture Trustee

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

[\*] This legend appears only in original counterpart No. 1 of this Lease Supplement.

[\*\*] This receipt appears only in the original counterpart No. 1 of this Lease Supplement.

\_\_\_\_\_) )  
\_\_\_\_\_) ) ss  
\_\_\_\_\_) )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that he is the \_\_\_\_\_ of NATIONAL RAILROAD PASSENGER CORPORATION, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

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

My Commission Expires: \_\_\_\_\_

SEAL

\_\_\_\_\_) )  
\_\_\_\_\_) ) ss  
\_\_\_\_\_) )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1991, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that he is the \_\_\_\_\_ of [ \_\_\_\_\_ ], a [ \_\_\_\_\_ ], that said instrument was signed on behalf of said association by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said national banking association.

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

My Commission Expires: \_\_\_\_\_

SEAL

[LEASE SUPPLEMENT]

SCHEDULE 1 TO LEASE SUPPLEMENT NO. \_\_\_\_\_

DESCRIPTION OF UNITS

EQUIPMENT TYPE

AMTRAK  
EQUIPMENT  
NUMBERS

GENERAL ELECTRIC DASH 8-32 BWH LOCOMOTIVES