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December 30, 1991

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INTERSTATE COMMERCE COMMISSION

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PHOTODUPLICATIONS 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. A 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. *D*

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. *I*

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

17649-E

RECORDED BY _____ FILED IN _____

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INTERSTATE COMMERCE COMMISSION

SUBLEASE SUPPLEMENT NO. 1

THIS SUBLEASE SUPPLEMENT NO. 1 dated as of December 30, 1991 (this "Sublease Supplement") between 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 sublessor ("Sublessor"), and NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia, also known as Amtrak, as sublessee ("Sublessee"), pursuant to and in accordance with the Sublease of Railroad Equipment dated as of December 15, 1991 between Sublessor and Sublessee (as amended and supplemented to the date hereof, the "Sublease").

1. Capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Sublease Supplement have the respective meanings specified therefor in Annex A to the Sublease, as originally executed or as modified, amended or supplemented in accordance with the applicable provisions thereof.

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

3. The Equipment Cost for each Unit is \$1,814,084.

4. The Debt Rate equals 8.48% per annum based on a year consisting of twelve (12) thirty (30) day months.

5. The Interim Term of the Sublease for the Units covered by this Sublease Supplement shall commence on the date of this Sublease Supplement and shall terminate on June 29, 1992 unless terminated or extended pursuant to the terms of the Sublease. The Base Lease Term of the Sublease for the Units covered by this Sublease Supplement shall commence on June 29, 1992 and shall terminate on June 29, 2012 unless earlier terminated or extended pursuant to the terms of the Sublease.

6. The Special Purchase Price for any Unit covered by this Sublease Supplement No. 1 equals 51.33% of the Equipment Cost therefor.

[SUBLEASE SUPPLEMENT]

7. By the execution and delivery of this Sublease Supplement, Sublessee and Sublessor reaffirm all of the terms, provisions and conditions of the Sublease.

8. This Sublease Supplement may be executed in several counterparts (or upon separate signature pages bound together into one or more counterparts), such counterparts together constituting but one and the same instrument. To the extent, if any, that this Sublease 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 Sublessor's interest under this Sublease Supplement may be created through the transfer or possession of any counterpart of this Sublease Supplement other than the original executed counterpart No. 1 hereof which shall be identified as the counterpart containing the receipt therefor executed by Indenture Trustee on or immediately following the signature page hereof.

9. Sublessee hereby represents and warrants to Owner Trustee that, effective on the date hereof, the Units described in Schedule 1 hereto have been delivered to Sublessee, have been duly accepted by Sublessee and that said Schedule 1 contains a correct and complete description of said Units sufficient for the purposes of the Sublease and the Lessee Security Agreement.

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

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

By: Stephen M Carta
Name: Stephen M. Carta
Title: Assistant Secretary

NATIONAL RAILROAD PASSENGER
CORPORATION, Sublessee

By: Richard I. Klein
Name: Richard I. Klein
Title: Treasurer

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 under such 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

My Commission Expires: o
ANNA K. WEISZ
Notary Public, State of New York
No. 63-4211565
Qualified in Bronx County
Certificate Filed in New York
County Clerk's Office
Commission Expires November 30, 1993

District of)
Columbia) ss

On this 20th 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

SEAL

[SUBLEASE SUPPLEMENT]

SCHEDULE 1 TO SUBLEASE
SUPPLEMENT NO. 1

DESCRIPTION OF UNITS

<u>EQUIPMENT TYPE</u>	<u>AMTRAK EQUIPMENT NUMBERS</u>
GENERAL ELECTRIC DASH 8-32 BWH LOCOMOTIVES	500, AND 503 THROUGH 519 INCLUSIVE