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

RECORDATION NO. 16074-C FILED  
AUG 13 '01 11-04 AM  
SURFACE TRANSPORTATION BOARD  
OF COUNSEL  
URBAN A. LESTER

August 13, 2001

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

Re: Amtrak Trust 88

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Lease Supplement No. 3, dated August 13, 2001, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Commission under Recordation Number 16074.

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

Lessor:	Wilmington Trust Company 1100 North Market Street Wilmington, Delaware 19899
Lessee:	National Railroad Passenger Corporation 60 Massachusetts Avenue, NE Washington, DC 20002

A description of the railroad equipment covered by the enclosed document is:

One (1) AEM-7 locomotive: AMTK 911.

Mr. Vernon A. Williams  
August 13, 2001  
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A short summary of the document to appear in the index is:

Lease Supplement No. 3.

Also enclosed is a check in the amount of \$28.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/anm  
Enclosures

RECORDATION NO. 16074-C FILED

AUG 13 '01 11-04 AM

LEASE SUPPLEMENT NO. 3

SURFACE TRANSPORTATION BOARD

LEASE SUPPLEMENT NO. 3 dated August 13, 2001 (this "Lease Supplement") between WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as trustee under the Trust Agreement dated as of December 1, 1988 ("Lessor") and NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia ("Lessee") pursuant to and in accordance with the Lease of Railroad Equipment dated as of December 1, 1988 between Lessor and Lessee (as modified, amended and supplemented to the date hereof, the "Lease").

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 the Lease.

2. Lessor and Lessee entered into that certain (i) Lease of Railroad Equipment dated as of December 1, 1988 recorded with the Surface Transportation Board (f/k/a the Interstate Commerce Commission) under Recordation No. 16074, (ii) Lease Supplement No. 1 dated December 15, 1988 recorded with the Surface Transportation Board (f/k/a the Interstate Commerce Commission) on December 15, 1988 under Recordation No. 16074-A, and (iii) Lease Supplement No. 2 dated December 29, 1988 recorded with the Surface Transportation Board (f/k/a the Interstate Commerce Commission) on December 29, 1988 under Recordation No. 16074-B, pursuant to which Lessor leased certain Locomotives described therein to Lessee.

3. Amtrak desires to substitute the Locomotive bearing Amtrak Road Number 948 and Manufacturer's Serial Number 876006-2 (the "Replaced Locomotive") with the locomotive bearing the Amtrak Road Number and the Manufacturer's Serial Number more completely described in Schedule 1 attached hereto (the "Replacement Locomotive").

4. By the execution and delivery of this Lease Supplement, Lessor and Lessee agree that (a) Lessor hereby leases the Replacement Locomotive to Lessee on an "as-is, where-is and with all faults" basis, without recourse, representation or warranty of any kind whatsoever, including, without limitation, any representation or warranty as to the title, value, quality, durability, compliance with specifications, condition, design, operation, merchantability, fitness or suitability of the Replacement Locomotive or any part or component thereof for any particular use or purpose, or any other representation or warranty of any kind whatsoever, expressed or implied, with respect to the Replacement Locomotive or any part or component thereof, except as to the absence of all Lessor's Liens; (b) for all purposes of the Lease and the other Operative Documents (including, without limitation, Section 8 of the Participation Agreement and the Tax Indemnity Agreement), the Replacement Locomotive shall be deemed part of the property leased thereunder and shall be deemed a "Locomotive" as such term is defined therein in place of the Replaced Locomotive; (c) the Replacement Locomotive shall be deemed to have the same Casualty Value, Purchase Price, Rent, and Special Casualty Value as that of the Replaced Locomotive, and (d) the Replaced Locomotive is hereby released from the Lien of the Lease.

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

6. This Lease 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 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 receipt therefor executed by State Street Bank and Trust Company of Connecticut, N.A., as successor in interest to The Connecticut Bank and Trust Company, National Association, as Indenture Trustee on or immediately following the signature page hereof.

7. Lessee hereby represents and warrants to Lessor that, effective on the date hereof, (a) the Replacement Locomotive described in Schedule 1 hereto has been delivered to Lessee and has been inspected and duly accepted by Lessee, (b) said Schedule 1 contains a correct and complete description of said Replacement Locomotive sufficient for the purposes of the Lease, (c) the Replacement Locomotive covered hereby is of the size, design, capacity and manufacture selected by Lessee, (d) the Replacement Locomotive has been marked in accordance with all of the provisions of Section 5.1 of the Lease, (e) the Replacement Locomotive conforms to the modifications, requirements and standards applicable thereto as provided in the Lease and is free of any apparent defect with respect to design, manufacture or condition that would render it unfit for use as contemplated by the Lease, (f) the Replacement Locomotive is free and clear of all Liens (other than Permitted Liens and Lessor's Liens), (g) Lessee has performed its obligations to be performed under the Lease to be performed on or prior to the date hereof, (h) no Default or Event of Default has occurred and is continuing, and (i) no Casualty Occurrence has occurred and is continuing with respect to the Replacement Locomotive.

8. Each of the parties hereto hereby authorizes the preparation, execution, delivery and/or filing of such documents and records, including, without limitation, Uniform Commercial Code financing statements (including, initial financing statements, amendments, continuation statements, correction statements, and termination statements) that are required to carry out the intent and purpose of this Lease Supplement and of the Lease.

IN WITNESS WHEREOF, the parties have caused this Lease Supplement No. 3 to be duly executed by their respective duly authorized officers as of the date first set forth above.

WILMINGTON TRUST COMPANY,  
not in its individual capacity, but solely as  
Owner Trustee, Lessor

By:   
Name:  
Title: **Roseline K. Mancy**  
**Assistant Vice President**

NATIONAL RAILROAD PASSENGER  
CORPORATION, Lessee

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

IN WITNESS WHEREOF, the parties have caused this Lease Supplement No. 3 to be duly executed by their respective duly authorized officers as of the date first set forth above.

WILMINGTON TRUST COMPANY  
OF CONNECTICUT, N.A.,  
not in its individual capacity, but solely as  
Owner Trustee, Lessor

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

NATIONAL RAILROAD PASSENGER  
CORPORATION, Lessee

By: Dale M. Stein  
Name: Dale M. Stein  
Title: Treasurer

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 RECEIPT THEREFOR EXECUTED BY STATE STREET BANK AND TRUST COMPANY, AS INDENTURE TRUSTEE, 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 No. 3 is hereby acknowledged this 13 day of August, 2001.

STATE STREET BANK AND TRUST COMPANY  
OF CONNECTICUT, N.A., as Indenture Trustee

By   
Name: **Julie A. Balerna**  
Title: **Assistant Vice President**

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

On this 31<sup>st</sup> day of JULY, 2001 before me personally appeared ROSELINE K. MANEY, to me personally known, who, being by me duly sworn, says that he/she is the **Assistant Vice President** 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 acknowledges that the execution of the foregoing instrument was the free act and deed of said banking corporation.

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

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

**KATHERINE C. JANNUZZIO**  
**NOTARY PUBLIC-DELAWARE**  
**My Commission Expires May 24, 2004**

DISTRICT OF COLUMBIA     )  
  ) ss.:  
  )

On this 31 day of July, 2001 before me personally appeared Dale M. Stein, to me personally known, who being by me duly sworn, says that he/~~she~~ is the Treasurer of NATIONAL RAILROAD PASSENGER CORPORATION, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

  
\_\_\_\_\_

Carla A. Jones     Notary Public  
Notary Public, District of Columbia  
My Commission Expires 04-30-2006

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

SCHEDULE 1 TO  
LEASE SUPPLEMENT NO. 3

**DESCRIPTION OF REPLACEMENT LOCOMOTIVE**

<b>Description</b>	<b>Amtrak Road Number</b>	<b>Manufacturer's Serial Number</b>
One (1) Electro-Motive Division, General Motors Corporation AEM-7 Electric Locomotive	911	776073-12