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**SURFACE TRANSPORTATION BOARD**

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FLIAS C ALVORD (1942)  
ELLSWORTH C ALVORD (1964)

OF COUNSEL  
URBAN A LESTER

June 22, 2009

Anne K. Quinlan, Esquire  
Acting Secretary  
Surface Transportation Board  
395 E Street, S.W.  
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of a Lease Supplement No. 2 (Amtrak Trust 97-B), dated October 17, 1997, a secondary documents as defined in the Board's Rules for the Recordation of Documents

The enclosed document relates to the Lease which was previously filed with the Board under Recordation Number 20740.

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

Lessor: First Union National Bank  
10 Statehouse Square  
Hartford, CT 06103

Lessee: National Railroad Passenger Corporation  
10 G Street, NE  
Washington, DC 20002

Anne K. Quinlan, Esquire  
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A description of the railroad equipment covered by the enclosed documents is:

17 EMD locomotives: AMTK 104 - AMTK 120.

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

Lease Supplement No. 2 (Amtrak Trust 97-B).

Also enclosed is a check in the amount of \$41.00 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,

A handwritten signature in black ink, appearing to read "R. Alvord", with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/sem  
Enclosures

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LEASE SUPPLEMENT NO. 2

(AMTRAK TRUST 97-B)

SURFACE TRANSPORTATION BOARD

THIS LEASE SUPPLEMENT NO. 2 dated as of October 17, 1997 (this "Lease Supplement") between FIRST UNION NATIONAL BANK, a national banking association, not in its individual capacity but solely as trustee under that certain Trust Agreement (Amtrak Trust 97-B) dated as of June 15, 1997 between BA Leasing & Capital Corporation, a California corporation, and such trustee, as lessor, and 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 lessee, pursuant to and in accordance with the Lease of Railroad Equipment (Amtrak Trust 97-B) dated as of June 15, 1997 between Lessor and Lessee (as 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, 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 Equipment Cost for each Unit [REDACTED] and the total Equipment Cost for all Units covered by this Lease Supplement [REDACTED]

4. [REDACTED]

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 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 Indenture Trustee on or immediately following the signature page hereof.

7. Lessee hereby represents and warrants to Lessor that, effective on the date hereof, the Units described in Schedule 1 hereto have been delivered to Lessee, have been duly

accepted by Lessee and that said Schedule 1 contains a correct and complete description of said Units sufficient for the purposes of the Lease.

8. The [REDACTED] applicable to the Units being made subject to the Lease with respect to the [REDACTED] as set forth in [REDACTED] attached hereto.

9. The [REDACTED] and [REDACTED], an [REDACTED] applicable to the Units being made subject to the Lease with respect to [REDACTED] are as set forth in [REDACTED] attached hereto.

10. The [REDACTED] applicable to the Units being made subject to the Lease with respect to the [REDACTED] are as set forth in [REDACTED] attached hereto.

11. [REDACTED]

12. The [REDACTED] are based upon the assumptions set forth in [REDACTED] hereto.

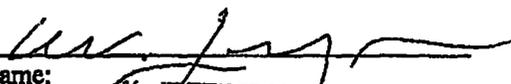
IN WITNESS WHEREOF, the parties have caused this Lease Supplement to be  
duly executed by their respective duly authorized officers as of the date first set forth above.

FIRST UNION NATIONAL BANK  
not in its individual capacity, but solely as  
Owner Trustee, Lessor

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

Name:

Title:

  
BY: JEFFREY KRAMER  
VICE PRESIDENT

NATIONAL RAILROAD PASSENGER  
CORPORATION, Lessee

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

Name: Brian D. Adam

Title: Treasurer

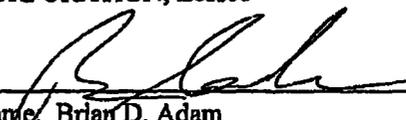


IN WITNESS WHEREOF, the parties have caused this Lease Supplement to be  
duly executed by their respective duly authorized officers as of the date first set forth above.

FIRST UNION NATIONAL BANK  
not in its individual capacity, but solely as  
Owner Trustee, Lessor

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

NATIONAL RAILROAD PASSENGER  
CORPORATION, Lessee

By:  \_\_\_\_\_  
Name: Brian D. Adam  
Title: Treasurer

DISTRICT OF COLUMBIA    )  
                                  ) ss.:  
                                  )

On this 15<sup>th</sup> day of October, 1997, before me personally appeared Brian D. Adam, 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: 1-1-2000

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 THE FIRST NATIONAL BANK OF MARYLAND, AS INDENTURE TRUSTEE, IMMEDIATELY FOLLOWING THIS LEGEND.

~~This counterpart is the only counterpart of such Lease Supplement that contains this legend.~~

Receipt of this original counterpart No. 1 of the foregoing Lease Supplement is hereby acknowledged this 17<sup>th</sup> day of October, 1997.

THE FIRST NATIONAL BANK OF MARYLAND  
as Indenture Trustee

By Robert D. Brown  
Name: Robert D. Brown  
Title: Assistant Vice President

SCHEDULE 1 TO LEASE  
SUPPLEMENT NO. 2

DESCRIPTION OF UNITS

PART I

<u>EQUIPMENT TYPE</u>	<u>AMTRAK ROAD NUMBERS</u>	<u>GE SERIAL NUMBERS</u>
SEVENTEEN (17) GENERAL ELECTRIC MODEL AMD-103 GENESIS SERIES I LOCOMOTIVES	104-120	49956-49972

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 6/22/09



\_\_\_\_\_  
Robert W. Alvord