

REGISTRATION NO. 20740 FILED ^C

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SURFACE TRANSPORTATION BOARD

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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 Trust Agreement and Indenture Supplement No. 2 (Amtrak Trust 97-B), dated October 17, 1997, a secondary document as defined in the Board's Rules for the Recordation of Documents

The enclosed document relates to the Indenture which was previously filed with the Board under Recordation Number 20740-A

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

- Owner Trustee: First Union National Bank
10 Statehouse Square
Hartford, CT 06103
- [Indenture Trustee: The First National Bank of Maryland
25 South Charles Street
Baltimore, MD 21201]

Anne K. Quinlan, Esquire
June 22, 2009
Page 2

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:

Trust Agreement and Indenture 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 "Alvord", with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/sem
Enclosures

JUN 22 '09 -1 0 0 PM

SURFACE TRANSPORTATION BOARD

TRUST AGREEMENT AND INDENTURE SUPPLEMENT NO. 2
(Amtrak Trust 97-B)

TRUST AGREEMENT AND INDENTURE SUPPLEMENT No. 2 (Amtrak Trust 97-B) dated October 17, 1997, of FIRST UNION NATIONAL BANK, not in its individual capacity but solely as owner trustee (herein called the "Owner Trustee") under the Trust Agreement (Amtrak Trust 97-B) dated as of June 15, 1997 (herein called the "Trust Agreement"), between the Owner Trustee and the Owner Participant named therein.

WITNESSETH:

WHEREAS, the Trust Agreement provides for the execution and delivery of one or more Supplements thereto, which shall particularly describe the Equipment and any Replacement Unit(s) included in the property covered by the Trust Agreement.

WHEREAS, the Trust Indenture and Security Agreement (Amtrak Trust 97-B) dated as of June 15, 1997 (herein called the "Indenture"), between the Owner Trustee and The First National Bank of Maryland, National Association, as Indenture Trustee (herein called the "Indenture Trustee"), provides for the execution and delivery of a supplement thereto substantially in the form hereof which shall particularly describe the Equipment (such term and other defined terms in the Indenture being herein used with the same meanings) and any Replacement Unit(s) included in the Trust Indenture Estate, and shall specifically mortgage such Equipment or Replacement Unit(s) to the Indenture Trustee.

WHEREAS, the Indenture relates to the Unit(s) described below and a counterpart of the Indenture is attached hereto and made a part hereof.

WHEREAS, a Memorandum of Trust Indenture and Security Agreement (Amtrak Trust 97-B) has been filed with the Surface Transportation Board pursuant to 49 U.S.C. §11301 on June 27, 1997 at 11:50 a.m. Recordation Number 20740-A, and deposited in the office of the Registrar General of Canada pursuant to §105 of the Canada Transportation Act on June 27, 1997 at 1:40 p.m.

WHEREAS, the Owner Trustee has, as provided in the Indenture, heretofore executed and delivered to the Indenture Trustee the Trust Agreement and Indenture Supplement(s) for the purpose of specifically subjecting to the Lien of the Indenture certain one or more unit(s) therein described.

NOW, THEREFORE, This Supplement Witnesseth that, to secure the prompt payment of the principal of and Make Whole Premium Amount, if any, Increased Costs Make Whole Premium Amount, if any, and interest on, and all other amounts due with respect to, all Secured Notes from time to time outstanding under the Indenture and the performance and observance by the Owner Trustee of all the agreements, covenants and provisions in the Indenture and in the Participation Agreement and the other Operative Documents for the benefit of the Note Holders and the Loan Participants and in the Secured Notes contained, and the

prompt payment of all amounts from time to time owing under the Participation Agreement and the other Operative Documents by the Owner Trustee and the Lessee, in each case, to the Loan Participants and/or the Note Holders, and for the uses and purposes and subject to the terms and provisions of the Indenture, and in consideration of the premises and of the covenants contained in the Indenture, and of the acceptance of the Secured Notes by the holders thereof, and of the sum of \$1 paid to the Owner Trustee by the Indenture Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Owner Trustee has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed, and does hereby grant, bargain, sell, assign, transfer, convey, mortgage, pledge and confirm, 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, in the trust created by the Indenture, 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:

EQUIPMENT

identified as follows:

<u>Description</u>	<u>Amtrak Road Numbers</u>	<u>GE Serial Numbers</u>
Seventeen (17) General Electric AMD-103 Genesis Series-1 Single Mode Diesel Locomotives	104 through 120, inclusive	49956 through 49972, inclusive

Together with all substitutions, replacements and renewals of the property above described, and all property which shall hereafter become physically attached to or incorporated in the property above described, whether the same are now owned by the Owner Trustee or shall hereafter be acquired by it.

As further security for the obligations referred to above and secured by the Indenture and hereby, the Owner Trustee has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed, and does hereby grant, bargain, sell, assign, transfer, convey, mortgage, pledge and confirm, 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, in the trust created by the Indenture, all of the estate, right, title and interest of the Owner Trustee in to and under the Lease Supplement No. 2 of even date herewith (other than Excepted Payments, if any) covering the property described above.

TO HAVE AND TO HOLD all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, for the benefit and security of the Loan Participants and the Note Holders from time to time for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

This Supplement is being delivered coincident with the issuance of [REDACTED]

[REDACTED]

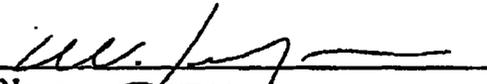
This Supplement shall be construed as supplemental to the Indenture and to the Trust Agreement and shall form a part of each, and the Trust Agreement and the Indenture are each hereby incorporated by reference herein and each is hereby ratified, approved and confirmed.

This Supplement is being delivered in the State of New York.

AND, FURTHER, the Owner Trustee hereby acknowledges that the Equipment referred to in this Supplement and the aforesaid Lease Supplement has been delivered to the Owner Trustee and is included in the property of the Owner Trustee covered by all the terms and conditions of the Trust Agreement, subject to the pledge and mortgage thereof under the Indenture.

IN WITNESS WHEREOF, the Owner Trustee has caused this Supplement to be
duly executed by one of its officers thereunto duly authorized on the day and year first above
written.

FIRST UNION NATIONAL BANK,
not in its individual capacity, except as expressly
provided herein, but solely as Owner Trustee

By 
Name: **JEFFREY KRAMER**
Title: **VICE PRESIDENT**

STATE OF CONNECTICUT)
) ss.: *Hartford*
COUNTY OF HARTFORD)

On this *15th* day of October, 1997 before me personally appeared *W. Jeffrey Kramer* to me personally known, who, being by me duly sworn, says that he/she is the *Vice President* of FIRST UNION NATIONAL BANK, that said instrument was signed on behalf of said national banking association 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 association.

Raurel Heaps

Notary Public

LAURA P. HAYES
NOTARY PUBLIC
My Commission Expires: MY COMMISSION EXPIRES MAY 31, 1999

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