

RECORDATION NO 21124-E FILED
April 26, 2012 11:40 AM
SURFACE TRANSPORTATION BOARD

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April 26, 2012

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423

Dear Section Chief:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Amendment to Lease Supplement No. 1 (Amtrak Trust 97-D), dated April 26, 2012, 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 Board under Recordation Number 21124.

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

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

Owner Trustee/
Lessor: U.S. Bank National Association
225 Franklin Street
Boston, MA 02110

Indenture Trustee: Manufacturers and Traders Trust Company
25 South Charles Street
Baltimore, MD 21201

Chief, Section of Administration
April 26, 2012
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A description of the railroad equipment covered by the enclosed document is:

2 Superliner railcars AMTK 62023 and 62044 have been replaced by 2 Superliner railcars AMTK 32090 and 34135.

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

Amendment to Lease Supplement No. 1 (Amtrak Trust 97-D).

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 document to the undersigned.

Very truly yours,



Edward M. Luria

EML/sem
Enclosures

**AMENDMENT TO LEASE SUPPLEMENT NO. 1
(AMTRAK TRUST 97-D)**

AMENDMENT TO LEASE SUPPLEMENT NO. 1 (AMTRAK TRUST 97-D) dated April 26, 2012 (this "**Amendment**") between **U.S. BANK NATIONAL ASSOCIATION**, not in its individual capacity but solely as Owner Trustee under the Trust Agreement (Amtrak Trust 97-D) dated as of December 1, 1997 ("**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 ("**Lessee**") amends that certain Lease Supplement No. 1 (Amtrak Trust 97-D), dated December 31, 1997 (the "**Lease Supplement**") to that certain Lease of Railroad Equipment (Amtrak Trust 97-D) dated as of December 1, 1997, in each case, between Lessor and Lessee, a memorandum of which documents was recorded with the Surface Transportation Board under Recordation No. 21124 on December 31, 1997 at 10:20 a.m. and deposited in the office of the Registrar General of Canada pursuant to §105 of the Canada Transportation Act on December 31, 1997 at 10:19 a.m. (as modified, amended and supplemented to the date hereof, the "**Lease**"; and capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Amendment have the respective meanings specified therefor in the Lease).

WHEREAS, Lessee and Lessor desire to replace the Units currently subject to the Lease described in Schedule 1 (the "**Replaced Units**") with the railroad passenger cars described in Schedule 2 attached hereto (the "**Replacement Units**").

NOW, THEREFORE, in consideration of the promises and other good and sufficient consideration, the parties hereto hereby agree as follows:

1. By the execution and delivery of this Amendment, Lessor and Lessee agree that all references in the Lease Supplement to the Replaced Units described in Schedule 1 hereto shall be deleted and replaced with a reference to the Replacement Units described in Schedule 2 hereto;

2. Lessor hereby leases the Replacement Units to Lessee under the Lease, and Lessee hereby leases the Replacement Units from Lessor under the Lease, 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 Units 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 Units or any part or component thereof, except as to the absence of all Lessor's Liens.

3. Lessor and Lessee agree (a) for all purposes of the Lease and the other Operative Documents, each Replacement Unit shall be deemed part of the property leased thereunder and shall be deemed a "Unit" as such term is defined therein in place of the Replaced Unit identified in the column headed "Replaced Unit" opposite such Replacement Unit on Schedule 2 hereto; (b) each Replacement Unit shall be deemed to have the same Equipment Cost, Rent, and Casualty Value as that of the Replaced Unit identified in the column headed "Replaced Unit"

opposite such Replacement Unit in Schedule 2 hereto; and (c) the Replaced Units are hereby released from the Lease.

4. Lessee and Lessor hereby reaffirm all of the terms, provisions and conditions of the Lease.

5. This Amendment 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.

6. 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), at Lessee's expense, that are required to carry out the intent and purpose of this Amendment and of the Lease.

[Amendment to Lease Supplement No. 1 (Amtrak Trust 97-D)]

IN WITNESS WHEREOF, the parties have caused this Amendment to Lease Supplement No. 1 (Amtrak Trust 97-D) to be duly executed by their respective duly authorized officers as of the date first set forth above.

**U.S. BANK NATIONAL
ASSOCIATION**, not in its individual
capacity, but solely as Owner Trustee,
Lessor

By: Crystal Deperry
Name: **Crystal Deperry**
Title: **Assistant Vice President**

**NATIONAL RAILROAD PASSENGER
CORPORATION**, Lessee

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

CONSENTED TO BY:

**MANUFACTURERS AND TRADERS
TRUST COMPANY**, as Indenture Trustee

By: _____
Name:
Title:

[Amendment to Lease Supplement No. 1 (Amtrak Trust 97-D)]

IN WITNESS WHEREOF, the parties have caused this Amendment to Lease Supplement No. 1 (Amtrak Trust 97-D) to be duly executed by their respective duly authorized officers as of the date first set forth above.

**U.S. BANK NATIONAL
ASSOCIATION**, not in its individual
capacity, but solely as Owner Trustee,
Lessor

By: _____
Name:
Title:

**NATIONAL RAILROAD PASSENGER
CORPORATION**, Lessee

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

CONSENTED TO BY:

**MANUFACTURERS AND TRADERS
TRUST COMPANY**, as Indenture Trustee

By: _____
Name:
Title:

[Amendment to Lease Supplement No. 1 (Amtrak Trust 97-D)]

DISTRICT OF COLUMBIA)
) ss.:
)

On this 20th day of April, 2012 before me personally appeared DALE M. STEIN, to me personally known, who being by me duly sworn, says that he 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 acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

Tershia Graves
Notary Public

My Commission Expires: 2-28-17



[Amendment to Lease Supplement No. 1 (Amtrak Trust 97-D)]

IN WITNESS WHEREOF, the parties have caused this Amendment to Lease Supplement No. 1 (Amtrak Trust 97-D) to be duly executed by their respective duly authorized officers as of the date first set forth above.

U.S. BANK NATIONAL ASSOCIATION, not in its individual capacity, but solely as Owner Trustee, Lessor

By: _____
Name:
Title:

NATIONAL RAILROAD PASSENGER CORPORATION, Lessee

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

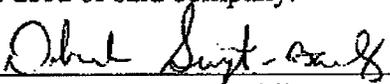
CONSENTED TO BY:

MANUFACTURERS AND TRADERS TRUST COMPANY, as Indenture Trustee

By: *[Handwritten Signature]*
Name: *[Handwritten Name]*
Title: *[Handwritten Title]*

STATE OF MARYLAND)
) SS.:
CITY OF BALTIMORE)

On this 17th day of April, 2012 before me personally appeared Artis Cummings, to me personally known, who being by me duly sworn, says that she is a Bank Officer of MANUFACTURERS AND TRADERS TRUST COMPANY, that said instrument was signed on behalf of said company by authority of its Board of Directors and she acknowledges that the execution of the foregoing instrument was the free act and deed of said company.



Notary Public

My commission expires:
April 4, 2014

SCHEDULE 1 TO
AMENDMENT TO LEASE SUPPLEMENT NO. 1

DESCRIPTION OF REPLACED UNITS

Description	Amtrak Equipment Number
Amerail Viewliner Passenger Car	62023
Amerail Viewliner Passenger Car	62044

SCHEDULE 2 TO
AMENDMENT TO LEASE SUPPLEMENT NO. 1

DESCRIPTION OF REPLACEMENT UNITS

Description	Amtrak Equipment Number	Replaced Unit (Amtrak Equipment Number)
Superliner II Sleeper Car	32090	62023
Superliner II Coach Car	34135	62044

CERTIFICATION

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, 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: 4/26/12

Edward M Luria
Edward M. Luria