

RECORDATION NO 20602-B FILED5
August 22, 2012 04:30 PM
SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.

SUITE 301
WASHINGTON, D.C.

20036

(202) 393-2266

FAX (202) 393-2156

E-MAIL alvordlaw@aol.com

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

OF COUNSEL
URBAN A. LESTER

August 22, 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-A), dated as of August 22, 2012, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to documents previously filed with the Board under Recordation Number 20602.

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: Wilmington Trust Company
1100 North Market Street
Wilmington, DE 19890

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

Chief, Section of Administration

August 22, 2012

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

5 locomotives AMTK, 49, 54, 65, 70 and 71 have been replaced by locomotives AMTK 104, 105, 106, 107 and 108.

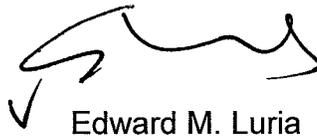
A short summary of the document to appear in the index is:

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

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,

A handwritten signature in black ink, appearing to read 'Edward M. Luria', with a checkmark to the left of the name.

Edward M. Luria

EML/sem
Enclosures

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

THIS AMENDMENT TO LEASE SUPPLEMENT NO. 1 (AMTRAK TRUST 97-A) dated August 22, 2012 (this "**Amendment**") between **WILMINGTON TRUST COMPANY**, not in its individual capacity but solely as Owner Trustee under the Trust Agreement (Amtrak Trust 97-A) dated as of March 15, 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-A), dated March 27, 1997 (the "**Lease Supplement**") to that certain Lease of Railroad Equipment (Amtrak Trust 97-A) dated as of March 15, 1997, in each case, between Lessor and Lessee, a memorandum of which documents was recorded with the Surface Transportation Board under Recordation No. 20602 on March 27, 1997 at 1:41 p.m. and deposited in the office of the Registrar General of Canada pursuant to §105 of the Canada Transportation Act on March 27, 1997 at 1:45 p.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 locomotives 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 each Replacement Unit 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 Units; (b) each Replacement Unit shall be deemed to have the same Equipment Cost, Rent, and Casualty Value as that of each Replaced Unit; and (c) each Replaced Unit is 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. To the extent, if any, that this Amendment 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 Amendment may be created through the transfer or possession of any counterpart of this Amendment other than the original executed counterpart No. 1 hereof which shall be identified as the counterpart containing the receipt therefor executed by Manufacturers and Traders Trust Company, as Indenture Trustee on or immediately following the signature page hereof.

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.

7. The terms of this Amendment and all rights and obligations hereunder shall be governed by the laws of the District of Columbia, without regard to conflicts or choice of laws provisions, provided, that the parties shall be entitled to all rights conferred by Section 11301 of the Act.

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

IN WITNESS WHEREOF, the parties have caused this Amendment to Lease Supplement No. 1 (Amtrak Trust 97-A) 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:

Jacqueline E. Solone
Assistant Vice President

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

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

On this 15th day of August, 2012 before me personally appeared ~~Jacqueline E. Solone~~ ^{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 trust company 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 trust company.



Notary Public

My Commission Expires: _____

SUSANNE M. GULA
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires 11-21-2013

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

**NATIONAL RAILROAD PASSENGER
CORPORATION, Lessee**

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

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

DISTRICT OF COLUMBIA)
) ss.
)

On this 20th day of August, 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.

[Signature]
Notary Public

My Commission Expires: 2-28-17



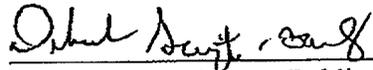
CONSENTED TO BY:

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

By: Artis Cummings
Name:
Title: ARTIS CUMMINGS
BANKING OFFICER

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

On this 21st day of August, 2012 before me personally appeared Artis Cummings, to me personally known, who, by me being duly sworn, says that he/she is a Banking Officer of **MANUFACTURERS AND TRADERS TRUST COMPANY**, that the foregoing instrument was signed on behalf of said company 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 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 Numbers
Five (5) General Electric Model P42-DC Single Mode Diesel Locomotives	49, 54, 65, 70 and 71

SCHEDULE 2
TO AMENDMENT TO LEASE SUPPLEMENT NO. 1

DESCRIPTION OF REPLACEMENT UNITS

Description	Amtrak Equipment Numbers
Five (5) General Electric Model P42-DC Single Mode Diesel Locomotives	104, 105, 106, 107 and 108

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: 8-22-12

Edward M Luria

Edward M. Luria