

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

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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 Trust Agreement and Indenture 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:

Owner Trustee: 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5 locomotives AMTK, 49, 54, 65, 70 and 71 have been replaced by locomotives AMTK 104, 105, 106, 107 and 108.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 Trust Agreement and Indenture 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,



Edward M. Luria

EML/sem
Enclosures

**AMENDMENT TO TRUST AGREEMENT AND INDENTURE SUPPLEMENT NO. 1
(AMTRAK TRUST 97-A)**

THIS AMENDMENT TO TRUST AGREEMENT AND INDENTURE 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 (the "Owner Trustee") and **MANUFACTURERS AND TRADERS TRUST COMPANY**, as Indenture Trustee (the "Indenture Trustee"), hereby amends that certain Trust Agreement and Indenture Supplement No. 1 (Amtrak Trust 97-A) dated March 27, 1997 (the "Indenture Supplement") to that certain Trust Indenture and Security Agreement (Amtrak Trust 97-A) dated as of March 15, 1997 in each case, between the Owner Trustee and the Indenture Trustee, a memorandum of which documents was recorded with the Surface Transportation Board on March 27, 1997 at 1:41 p.m. and assigned Recordation No. 20602-A and deposited in the office of the Registrar General of Canada pursuant to § 105 of the Canada Transportation Act on March 27, 1997 at 1:46 p.m. (as modified, amended and supplemented to the date hereof, the "Indenture"); 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 Indenture.

WHEREAS, Owner Trustee and Indenture Trustee desire to replace the Units currently subject to the Lien of the Indenture 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 premises and other good and sufficient consideration, the parties hereto hereby agree as follows:

1. By the execution and delivery of this Amendment, Owner Trustee and Indenture Trustee agree that the references in the Indenture 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. Owner Trustee and Indenture Trustee agree that for all purposes of the Indenture and the other Operative Documents, (a) each Replacement Unit shall be deemed to be included in the Trust Indenture Estate and be subjected to the Lien of the Indenture, and shall be deemed a "Unit" as such term is defined therein in place of the corresponding Replaced Unit; (b) each Replacement Unit shall be deemed to have the same Equipment Cost, Rent, and Casualty Value as that of the corresponding Replaced Unit; and (c) each Replaced Unit is hereby released from the Lien of the Indenture and the Indenture is terminated with respect to such Replaced Unit.

3. Owner Trustee and Indenture Trustee hereby reaffirm all of the terms, provisions and conditions of the Indenture.

4. 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.

5. Each of the parties hereto hereby authorizes the preparation, execution, delivery and/or filing of such documents and records, including, without limitation, Uniform Commercial

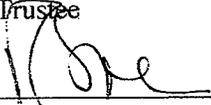
Code financing statements (including, initial financing statements, amendments, continuation statements, correction statements, and termination statements), at Lessee's expense, that are required to carry out the intent and purpose of this Amendment and of the Indenture.

6. 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 Trust Agreement and Indenture Supplement No. 1 (Amtrak Trust 97-A)]

IN WITNESS WHEREOF, the parties have caused this Amendment to Trust Agreement and Indenture Supplement No. 1 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

By:  _____

Name: **Jacqueline E. Solone**

Title: **Assistant Vice President**

[Amendment to Trust Agreement and Indenture Supplement No. 1 (Amtrak Trust 97-A)]

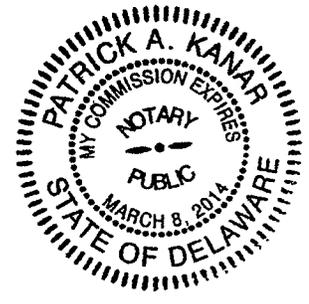
STATE OF DELAWARE)
) ss.
COUNTY OF NEW CASTLE)

On this 15 day of August, 2012 before me personally appeared Jacqueline F. 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.

Patrick A. Kanar
Notary Public

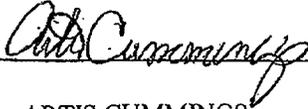
My Commission Expires: _____

**PATRICK A. KANAR
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires 03-08-2014**



[Amendment to Trust Agreement and Indenture Supplement No. 1 (Amtrak Trust 97-A)]

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

By: 
Name: _____
Title: ARTIS CUMMINGS
BANKING OFFICER

SCHEDULE 1
TO AMENDMENT TO TRUST AGREEMENT AND INDENTURE SUPPLEMENT NO. 1

DESCRIPTION OF REPLACED UNITS

<u>Description</u>	<u>Amtrak Equipment Numbers</u>
Five (5) General Electric Model P42-DC Single Mode Diesel Locomotives	49, 54, 65, 70 and 71

SCHEDULE 2
TO AMENDMENT TO TRUST AGREEMENT AND INDENTURE 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