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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)  
ROBERT W. ALVORD (2011)

May 17, 2013

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. 4 (Amtrak Trust 96-A), dated May 17, 2013, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease Supplement of Railroad Equipment (Amtrak 96-A) previously filed with the Board under Recordation Number 20286-F.

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

Chief, Section of Administration  
May 17, 2013  
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A description of the railroad equipment covered by the enclosed document is:

AMTK 80 has been replaced by AMTK 71.

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

Amendment to Lease Supplement No. 4 (Amtrak Trust 96-A).

Also enclosed is a check in the amount of \$42.00 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. 4  
(AMTRAK TRUST 96-A)

**THIS AMENDMENT TO LEASE SUPPLEMENT NO. 4 (Amtrak Trust 96-A)** dated May 17, 2013 (this “**Amendment**”) between **WILMINGTON TRUST COMPANY**, a Delaware trust company, not in its individual capacity but solely as Owner Trustee under the Trust Agreement (Amtrak Trust 96-A) dated as of September 15, 1996 (“**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**”);

W I T N E S S E T H:

**WHEREAS**, Lessor and Lessee entered into that certain (i) Lease of Railroad Equipment (Amtrak Trust 96-A) dated as of September 15, 1996, and that certain Lease Supplement No. 1 (Amtrak Trust 96-A), dated September 30, 1996, a memorandum of which documents was recorded with the Surface Transportation Board under Recordation No. 20286 on September 30, 1996 at 1:55 p.m. and deposited in the office of the Registrar General of Canada pursuant to §105 of the Canada Transportation Act on September 30, 1996 at 3:49 p.m., (ii) Lease Supplement No. 2 (Amtrak Trust 96-A) dated December 23, 1996, a memorandum of which was recorded with the Surface Transportation Board under Recordation No. 20286-B on December 23, 1996 at 3:20 p.m. and deposited in the office of the Registrar General of Canada pursuant to § 105 of the Canada Transportation Act on December 23, 1996 at 3:30 p.m., (iii) Lease Supplement No. 3 (Amtrak Trust 96-A) dated March 27, 1997, a memorandum of which was recorded with the Surface Transportation Board under Recordation No. 20286-D on March 27, 1997 at 1:42 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 1:47 p.m., (iv) Lease Supplement No. 4 (Amtrak Trust 96-A) dated June 26, 1997 (“**Lease Supplement No. 4**”), a memorandum of which was recorded with the Surface Transportation Board under Recordation No. 20286-F on June 26, 1997 at 1:25 p.m. and deposited in the office of the Registrar General of Canada pursuant to § 105 of the Canada Transportation Act on June 26, 1997 at 1:43 p.m. and (v) Lease Supplement No. 5 (Amtrak Trust 96-A) dated August 18, 2011, a memorandum of which was recorded with the Surface Transportation Board under Recordation No. 20286-H on August 18, 2011 at 11:15 a.m. and deposited in the office of the Registrar General of Canada pursuant to § 105 of the Canada Transportation Act on August 18, 2011 at 4:04 p.m.; (vi) that certain Memorandum of Partial Lease and Indenture Termination dated as of September 30, 2011, which was recorded with the Surface Transportation Board on October 4, 2011 at 11:00 a.m. and assigned Recordation No. 20286-J and deposited in the office of the Registrar General of Canada pursuant to § 105 of the Canada Transportation Act on October 4, 2011 at 3:31 p.m.; (vii) that certain Memorandum of Partial Lease and Indenture Termination dated as of July 2, 2012, which was recorded with the Surface Transportation Board on July 3, 2012 at 12:20 p.m. and assigned Recordation No. 20286-K and deposited in the office of the Registrar General of Canada pursuant to § 105 of the Canada Transportation Act on July 3, 2012 at 1:43 p.m.; and (viii) that certain Memorandum of Partial Lease and Indenture Termination dated as of October 1, 2012, which was recorded with the Surface Transportation Board on October 2, 2012 at 2:55 p.m. and assigned Recordation No. 20286-L and deposited in the office of the Registrar General of Canada pursuant to § 105 of the Canada Transportation Act on October 2, 2012 at

3:36 p.m., pursuant to which Lessor leased certain Units described therein to Lessee (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 Unit currently subject to the Lease described in Schedule 1 (the “**Replaced Unit**”) with the locomotive described in Schedule 2 attached hereto (the “**Replacement Unit**”).

**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, Lessor and Lessee agree that (a) all references in Lease Supplement No. 4 to the Replaced Unit shall be deleted and replaced with a reference to the Replacement Unit; (b) Lessor hereby leases the Replacement Unit to Lessee under the Lease, and Lessee hereby leases the Replacement Unit 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 Unit 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 Unit or any part or component thereof, except as to the absence of all Lessor’s Liens; (c) for all purposes of the Lease and the other Operative Documents, the 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; (d) the Replacement Unit shall be deemed to have the same Equipment Cost, Rent, and Casualty Value as that of the Replaced Unit; and (e) the Replaced Unit is hereby released from the Lease.

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

3. 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.

4. Each of the parties hereto hereby authorizes (and Lessor and Lessee acknowledge that the Lender has authorized) 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.

5. Each of the parties hereto acknowledges and agrees that, except as amended by this Amendment, the terms of the Lease remain unchanged and in full force and effect and are hereby in all respects ratified and confirmed.

[Amendment to Lease Supplement No. 4 (Amtrak Trust 96-A)]

**IN WITNESS WHEREOF**, the parties have caused this Amendment to Lease Supplement No. 4 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: Patricia A. Bradenburg  
Title: Financial Services Officer

**NATIONAL RAILROAD PASSENGER  
CORPORATION**, Lessee

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

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

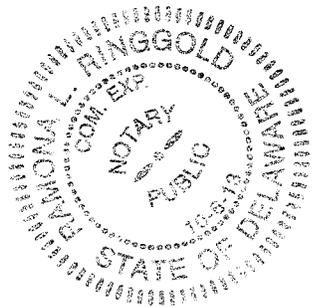
Patricia A. Bradenburg

On this 3rd day of May 2013 before me personally appeared \_\_\_\_\_ **Financial** to  
me personally known, who, being by me duly sworn, says that he/she is the \_\_\_\_\_ **Services Officer** 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.

Ramona L. Ringgold  
Notary Public

My Commission Expires: \_\_\_\_\_

RAMONA L. RINGGOLD  
NOTARY PUBLIC  
STATE OF DELAWARE  
My Commission Expires 10-06-2013



[Amendment to Lease Supplement No. 4 (Amtrak Trust 96-A)]

IN WITNESS WHEREOF, the parties have caused this Amendment to Lease Supplement No. 4 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:

**NATIONAL RAILROAD PASSENGER  
CORPORATION**, Lessee

By: Dale M. Stein (ps)  
Name: Dale M. Stein  
Title: Treasurer

DISTRICT OF COLUMBIA            )  
                                                  )    ss.  
                                                  )

On this 16<sup>th</sup> day of May, 2013 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.

Anthony Patterson  
Notary Public

My Commission Expires: 2/28/2017



SCHEDULE 1  
TO AMENDMENT TO LEASE SUPPLEMENT NO. 4

DESCRIPTION OF REPLACED UNIT

<b>Description</b>	<b>Amtrak Equipment Number</b>
One (1) General Electric Model P42-DC Single Mode Diesel Locomotive	80

SCHEDULE 2  
TO AMENDMENT TO LEASE SUPPLEMENT NO. 4

DESCRIPTION OF REPLACEMENT UNIT

<b>Description</b>	<b>Amtrak Equipment Number</b>
One (1) General Electric Model P42-DC Single Mode Diesel Locomotive	71

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: 5/17/13

Edward M Luria  
Edward M. Luria