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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 Trust Agreement and Indenture 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 Trust Agreement and Indenture Supplement (Amtrak 96-A) previously filed with the Board under Recordation Number 20286-G.

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
(successor-in-interest to The First National
Bank of Maryland)
25 South Charles Street
Baltimore, MD 21201

Chief, Section of Administration
May 17, 2013
Page 2

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AMTK 80 has been replaced by AMTK 71.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 Trust Agreement and Indenture 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 TRUST AGREEMENT AND INDENTURE SUPPLEMENT NO. 4
(AMTRAK TRUST 96-A)

THIS AMENDMENT TO TRUST AGREEMENT AND INDENTURE 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 96-A) (the “**Trust Agreement**”) dated as of September 15, 1996 with Bank of America, N.A., as successor in interest to Nationsbank, N.A. (in such capacity, the “**Owner Trustee**”) and **MANUFACTURER’S AND TRADERS TRUST COMPANY**, as successor in interest to The First National Bank of Maryland (the “**Indenture Trustee**”);

W I T N E S S E T H:

WHEREAS, Owner Trustee and Indenture Trustee have entered into (i) that certain Amended and Restated Trust Indenture and Security Agreement (Amtrak Trust 96-A) dated as of June 15, 1997, which amends and restates that certain Trust Indenture and Security Agreement (Amtrak Trust 96-A) dated as of September 30, 1996 between the Owner Trustee and the Indenture Trustee, and that certain Trust Agreement and Indenture Supplement No. 1 (Amtrak Trust 96-A) dated September 30, 1996, a memorandum of which was recorded with the Surface Transportation Board on September 30, 1996 at 1:55 p.m. and assigned Recordation No. 20286-A and deposited in the office of the Registrar General of Canada pursuant to § 105 of the Canada Transportation Act on September 30, 1996 at 3:48 p.m., (ii) that certain Trust Agreement and Indenture Supplement No. 2 (Amtrak Trust 96-A) dated December 23, 1996, a memorandum of which was recorded with the Surface Transportation Board on December 23, 1996 at 3:20 p.m. and assigned Recordation No. 20286-C and deposited in the office of the Registrar General of Canada pursuant to § 105 of the Canada Transportation Act on December 23, 1996 at 3:31 p.m., (iii) that certain Trust Agreement and Indenture Supplement No. 3 (Amtrak Trust 96-A) dated March 27, 1997, a memorandum of which was recorded with the Surface Transportation Board on March 27, 1997 at 1:42 p.m. and assigned Recordation No. 20286-E and deposited in the office of the Registrar General of Canada pursuant to § 105 of the Canada Transportation Act on March 27, 1997 at 1:48 p.m., (iv) that certain Trust Agreement and Indenture Supplement No. 4 (Amtrak Trust 96-A) dated June 26, 1997 (“**Indenture Supplement No. 4**”), a memorandum of which was recorded with the Surface Transportation Board on June 26, 1997 at 1:25 p.m. and assigned Recordation No. 20286-G and deposited in the office of the Registrar General of Canada pursuant to § 105 of the Canada Transportation Act on June 26, 1997 at 1:44 p.m.; (v) that certain Trust Agreement and Indenture Supplement No. 5 (Amtrak Trust 96-A) dated August 18, 2011, a memorandum of which was recorded with the Surface Transportation Board on August 18, 2011 at 11:15 a.m. and assigned Recordation No. 20286-I 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. (as modified, amended and supplemented, the “**Indenture**”; and capitalized terms 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 Unit currently subject to the Lien of the Indenture 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, Owner Trustee and Indenture Trustee agree that the references in Indenture Supplement No. 4 to the Replaced Unit shall be deleted and replaced with a reference to the Replacement Unit.

2. Owner Trustee and Indenture Trustee agree that for all purposes of the Indenture and the other Operative Documents, (i) effective on and after the date hereof, the Replacement Unit shall be deemed subject to the Lien of the Indenture, (ii) without limiting the foregoing, Owner Trustee’s rights and interests in the Replacement Unit under the Operative Documents are deemed included in the Collateral, (iii) from and after the date hereof, the Replacement Unit shall be deemed a “Unit” in place of the Replaced Unit for all purposes of the Indenture; (iv) the Replacement Unit shall be deemed to have the same Equipment Cost, Rent, and Casualty Value as that of the Replaced Unit; and (v) the Replaced Unit is hereby released from the Lien of the Indenture and the Indenture is terminated with respect to the Replaced Unit.

3. Owner Trustee hereby acknowledges, and Lessee has confirmed to the Owner Trustee, that, effective on the date hereof, the Replacement Unit has been delivered to the Lessee, and has been inspected and duly accepted by the Lessee, and that Schedule 2 attached hereto contains a correct and complete description of the Replacement Unit.

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

5. This Amendment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute 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, and termination statements), at the expense of the Lessee, that are required to carry out the intent and purposes of this Amendment and of the Indenture.

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

[Amendment to Trust Agreement and Indenture Supplement No. 4 (Amtrak Trust 96-A)]

IN WITNESS WHEREOF, the parties have caused this Amendment to Trust Agreement and Indenture 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

By: 
Name: Patricia A. Bradenburg
Title: Financial Services Officer

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

By: _____
Name: Artis Cummings
Title: Banking Officer

[Amendment to Trust Agreement and Indenture Supplement No. 4 (Amtrak Trust 96-A)]

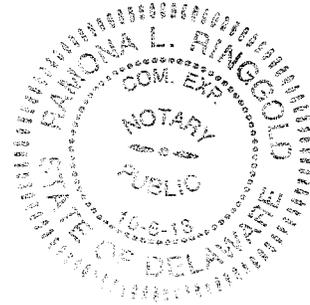
STATE OF DELAWARE)
)
COUNTY OF NEW CASTLE) ss.

On this 3rd day of May 2013 before me personally appeared Patricia A. Bradenburg to me personally known, who, being by me duly sworn, says that he/she is the Financial 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 Trust Agreement and Indenture Supplement No. 4 (Amtrak Trust 96-A)]

IN WITNESS WHEREOF, the parties have caused this Amendment to Trust Agreement and Indenture 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

By: _____
Name:
Title:

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

By: Artis Cummings
Name: Artis Cummings
Title: Banking Officer

[Amendment to Trust Agreement and Indenture Supplement No. 4 (Amtrak Trust 96-A)]

STATE OF MARYLAND)
) ss.
CITY OF BALTIMORE)

On this 3rd day of my, 2013 before me personally appeared Artis Cummings, to me personally known, who, being by me 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.

D. K. Sayt-saus
Notary Public

My Commission Expires: 4/4/2014

SCHEDULE 1
TO AMENDMENT TO TRUST AGREEMENT AND INDENTURE SUPPLEMENT NO. 4

DESCRIPTION OF REPLACED UNIT

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

SCHEDULE 2
TO AMENDMENT TO TRUST AGREEMENT AND INDENTURE SUPPLEMENT NO. 4

DESCRIPTION OF REPLACEMENT UNIT

Description	Amtrak Equipment Number
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