

RECORDATION NO. 20286-H FILED

AUG 18 '11 -11 15 AM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1864)

August 18, 2011

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 a Lease Supplement No. 5 (Amtrak Trust 96-A), dated August 18, 2011, a secondary document as defined in the Board's Rules for the Recordation of Documents

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

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

Chief, Section of Administration
August 18, 2011
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A description of the railroad equipment covered by the enclosed document is:

5 locomotives: AMTK 99 – AMTK 103 replace locomotives AMTK 3, 7, 8, 13 and 14.

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

Lease Supplement No. 5 (Amtrak Trust 96-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,



Robert W Alvord

RWA/sem
Enclosures

AUG 18 '11 -11 15 AM

**LEASE SUPPLEMENT NO. 5
(AMTRAK TRUST 96-A)**

SURFACE TRANSPORTATION BOARD

LEASE SUPPLEMENT NO. 5 dated August 18, 2011 (this "*Lease Supplement*") 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*") .

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 were 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 3:38 p.m., (ii) Lease Supplement No. 2 (Amtrak Trust 96-A) dated September 30, 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 3:29 p.m., (iii) Lease Supplement No. 3 (Amtrak Trust 96-A) dated as of March 27, 1997, a memorandum of which was recorded with the Surface Transportation Board under Recordation No. 20286-D 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., and (iv) Lease Supplement No. 4 (Amtrak Trust 96-A) dated as of June 26, 1997, a memorandum of which was recorded with the Surface Transportation Board under Recordation No. 20286-F 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 ___ 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 Lease Supplement have the respective meanings specified therefor in the Lease).

WHEREAS Lessee and Lessor desires desire to substitute the Units currently subject to the Lien of the Indenture described in Schedule 1 (the "*Replaced Units*") with the Units 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 Lease Supplement, Lessor and Lessee agree that (a) Lessor hereby leases the Replacement Units to Lessee 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; (b) 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; (c) each Replacement Unit shall be deemed to have the same Equipment Cost, Rent, and Casualty Value as that of each Replaced Unit, and (d) the Replaced Units are hereby released from the Lease.

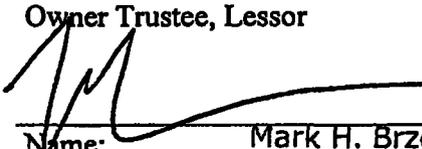
2. Lessee and Lessor hereby reaffirm all of the terms, provisions and conditions of the Lease.

3. This Lease Supplement 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 Lease Supplement 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 Lease Supplement may be created through the transfer or possession of any counterpart of this Lease Supplement 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 Lease Supplement and of the Lease.

IN WITNESS WHEREOF, the parties have caused this Lease Supplement 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:

Mark H. Brzoska

Title:

Financial Services Officer

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

On this 10 day of August, 2011 before me personally appeared Mark H. Brzoska, 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.



Notary Public

My Commission Expires: _____

PATRICK A. KANAR
Notary Public - State of Delaware
My Comm. Expires April 6, 2012



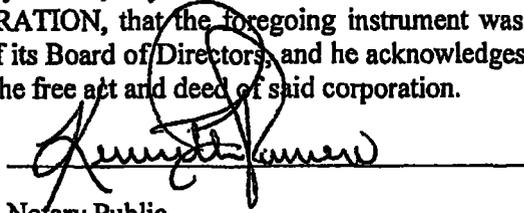
IN WITNESS WHEREOF, the parties have caused this Lease Supplement to be duly executed by their respective duly authorized officers as of the date first set forth above.

NATIONAL RAILROAD PASSENGER
CORPORATION, Lessee

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

DISTRICT OF COLUMBIA)
) ss.:
)

On this 9th day of August, 2011 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.



A handwritten signature in black ink, appearing to read "Kenneth Romero", is written over a horizontal line.

KENNETH ROMERO Notary Public
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires November 14, 2015

My Commission Expires: _____

TO THE EXTENT, IF ANY, THAT THIS LEASE SUPPLEMENT 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 LEASE SUPPLEMENT MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL EXECUTED COUNTERPART NO. 1 HEREOF WHICH SHALL BE IDENTIFIED AS THE COUNTERPART CONTAINING THE RECEIPT THEREFOR EXECUTED BY WILMINGTON TRUST COMPANY, AS TRUSTEE, IMMEDIATELY FOLLOWING THIS LEGEND. SUCH COUNTERPART IS THE ONLY COUNTERPART OF THE LEASE SUPPLEMENT THAT CONTAINS THIS LEGEND.

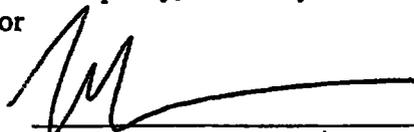
Receipt of this original counterpart No. 1 of the foregoing Lease Supplement No. 5 is hereby acknowledged this ____ day of _____, 2011.

WILMINGTON TRUST COMPANY. not in its individual capacity, but solely as Owner Trustee,
Lessor

By

Name:

Title:

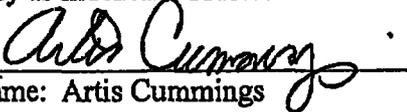


Mark H. Brzoska
Financial Services Officer

TO THE EXTENT, IF ANY, THAT THIS LEASE SUPPLEMENT 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 LEASE SUPPLEMENT MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL EXECUTED COUNTERPART NO. 1 HEREOF WHICH SHALL BE IDENTIFIED AS THE COUNTERPART CONTAINING THE RECEIPT THEREFOR EXECUTED BY WILMINGTON TRUST COMPANY, AS TRUSTEE, IMMEDIATELY FOLLOWING THIS LEGEND. SUCH COUNTERPART IS THE ONLY COUNTERPART OF THE LEASE SUPPLEMENT THAT CONTAINS THIS LEGEND.

Receipt of this original counterpart No. 1 of the foregoing Lease Supplement No. 5 is hereby acknowledged this 11th day of August, 2011.

MANUFACTURERS AND TRADERS TRUST
COMPANY, not in its individual capacity, but
solely as Indenture Trustee

By: 

Name: Artis Cummings

Title: Banking Officer

SCHEDULE 1 TO
LEASE SUPPLEMENT NO. 5

DESCRIPTION OF REPLACED UNITS

Equipment Type	Amtrak Equipment Numbers
Five (5) General Electric P42-DC Single Mode Diesel Locomotives	3, 7, 8, 13 and 14

SCHEDULE 2 TO
LEASE SUPPLEMENT NO. 5

DESCRIPTION OF REPLACEMENT UNITS

Equipment Type	Amtrak Equipment Numbers
Five (5) General Electric Model AMD-103 Genesis Series Locomotives	99 through 103, inclusive

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, 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: 8/15/11



Robert W Alvord