

RECORDATION NO 18404-F

FILED

September 21, 2012 10:15 AM

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](mailto:alvordlaw@aol.com)

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

OF COUNSEL  
URBAN A. LESTER

September 21, 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 a Lease Supplement No. 3 (Amtrak Trust 93-A), dated as of August 7, 2001, 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 Commission and the Board under Recordation Number 18404.

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  
September 21, 2012  
Page 2

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

AMTK 829 has been replaced by GE P42 locomotive AMTK 121.

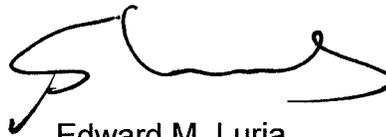
A short summary of the document to appear in the index is:

Lease Supplement No. 3 (Amtrak Trust 93-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,

A handwritten signature in black ink, appearing to read 'E. M. Luria', with a stylized flourish at the end.

Edward M. Luria

EML/sem  
Enclosures

RECORDATION NO 18404-F  
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**LEASE SUPPLEMENT NO. 3**  
**(AMTRAK TRUST 93-A)**

LEASE SUPPLEMENT NO. 3 dated as of August 7, 2001 (this "*Lease Supplement*") between WILMINGTON TRUST COMPANY, a national banking association, not in its individual capacity but solely as trustee under the Trust Agreement ("*Lessor*") and NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia ("*Lessee*") pursuant to and in accordance with the Lease of Railroad Equipment dated as of September 1, 1993 between Lessor and Lessee (as amended and supplemented to the date hereof, the "*Lease*").

1. 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 Annex A to the Lease, as originally executed or as modified, amended or supplemented in accordance with the applicable provisions thereof.

2. Lessor and Lessee entered into that certain (i) Lease of Railroad Equipment dated as of September 1, 1993 that was recorded with the Surface Transportation Board (f/k/a the Interstate Commerce Commission) on September 24, 1993 under Recordation No. 18404, (ii) Lease Supplement No. 1 (Amtrak 93-A) dated September 24, 1993 that was recorded with the Surface Transportation Board (f/k/a the Interstate Commerce Commission) on September 24, 1993 under Recordation No. 18404-B, and (iii) Lease Supplement No. 2 (Amtrak 93-A) dated December 22, 1993 that was recorded with the Surface Transportation Board (f/k/a the Interstate Commerce Commission) on December 22, 1993 under Recordation No. 18404-D, pursuant to which Lessor conveyed certain Units described therein to Lessee.

3. The Unit bearing Amtrak Equipment Number 829 (the "*Replaced Unit*") has suffered a Casualty Occurrence, and, pursuant to Section 7.2 of the Lease, is hereby replaced by the Unit bearing the Amtrak Equipment Number as described in Schedule 1 attached hereto (the "*Replacement Unit*").

4. By the execution and delivery of this Lease Supplement (a) Lessor conveys the Replaced Unit to Lessee without recourse or warranty except as to the absence of all Owner Participant's Liens and Lessor's Liens; (b) Lessee is hereby subrogated to all claims of Lessor, if any, against third parties for damage to or loss of the Replaced Unit to the extent of any casualty insurance proceeds received or receivable in respect of such Unit as a result of such Casualty Occurrence under insurance policies maintained by Lessee or any sub-lessee; (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 defined therein; and (d) the Replaced Unit is hereby released from the Lien of the Lease.

5. By the execution and delivery of this Lease Supplement, Lessee and Lessor reaffirm all of the terms, provisions and conditions of the Lease.

6. 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 Indenture Trustee on or immediately following the signature page hereof.

7. Lessee hereby represents and warrants to Lessor that, effective on the date hereof, the Unit described in Schedule 1 hereto has been delivered to Lessee, has been duly accepted by Lessee and that said Schedule 1 contains a correct and complete description of said Unit sufficient for the purposes of the Lease.

8. 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) 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 No. 3 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: Sandra R. Ortiz  
Name: SANDRA R. ORTIZ  
Title: Financial Services Officer

NATIONAL RAILROAD PASSENGER  
CORPORATION, Lessee

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

IN WITNESS WHEREOF, the parties have caused this Lease Supplement No. 3 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  
Name: Dale M. Stein  
Title: **TREASURER**

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

On this 27<sup>th</sup> day of July, 2001 before me personally appeared Sandra Winters, 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 national banking association 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 banking corporation.

Karen Stanette Newson  
Notary Public

**KAREN STANETTE NEWSON  
NOTARY PUBLIC-DELAWARE  
My Commission Expires June 28, 2005**

My Commission Expires: June 28, 2005

DISTRICT OF COLUMBIA     )  
  ) ss.:  
  )

On this 27 day of July, 2001 before me personally appeared Dale M. Stein, to me personally known, who being by me duly sworn, says that he/she 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/she acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public  
Carla A. Jones  
Notary Public, District of Columbia  
My Commission Expires 04-30-2006

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

**SCHEDULE 1 TO  
LEASE SUPPLEMENT NO. 3  
(AMTRAK TRUST 93-A)**

<u>DESCRIPTION</u>	<u>AMTRAK EQUIPMENT NUMBER</u>
ONE (1) GENERAL ELECTRIC P42 LOCOMOTIVE	121

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: 9/21/12

Edward M Luria  
Edward M. Luria