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REGISTRATION NO. 18863-D+E
FILED 1495

SEP 29 1994 - 10 10 AM

September 29, 1994

Mr. Vernon A. Williams
Acting Secretary
Interstate Commerce Commission
Washington, DC 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) duly executed copies of the following documents: Lease Supplement No. 2 and Indenture Supplement No. 2, both dated as of September 29, 1994, both secondary documents.

The enclosed documents relate to the Lease of Railroad Equipment filed with the Commission under Recordation Number 18863.

The name and address of the parties to the enclosed documents are:

Lease Supplement No. 2

Lessor	:	Wilmington Trust Company, Owner Trustee Rodney Square North 1100 North Market Street Wilmington, Delaware 19890-0001
Lessee	:	National Railroad Passenger Corporation (Amtrak) 60 Massachusetts Avenue, N.E. Washington, DC 20002

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C. A. Williams

Mr. Vernon A. Williams
September 29, 1994
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Indenture Supplement No. 2

Debtor : Wilmington Trust Company, Owner Trustee
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890-0001

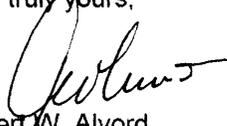
Secured Party : First Security Bank of Utah, National Association
79 South Main Street
Salt Lake City, Utah 84111

A description of the railroad equipment covered by the enclosed documents is attached as Schedule 1 to Lease Supplement No. 2.

Also enclosed is a check in the amount of \$36.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of each of the enclosed documents to the undersigned.

Very truly yours,


Robert W. Alvord

RWA/bg
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

9/29/94

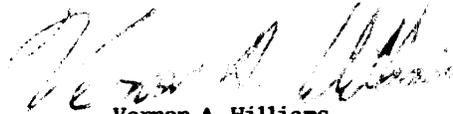
OFFICE OF THE SECRETARY

Robert W. Alvord
Alvord And Alvord
918 Sixteenth Street, NW., Ste. 200
Washington, DC., 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/29/94 at 10:40AM, and assigned recordation number(s). 18863-D,E., 18864-D,E., 18865-D,E., 17286-K, 17286-L and M.

Sincerely yours,

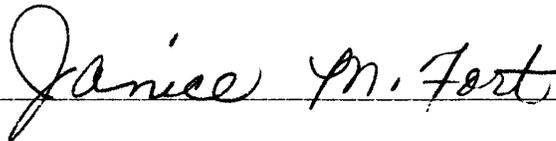


Vernon A. Williams
Acting Secretary

Enclosure(s)

\$ 162.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



LEASE SUPPLEMENT NO. 2

RECORDATION NO. 18863-0 FILED 1994

(Amtrak Trust 94-B)

SEP 29 1994 11:10 AM

UNITED STATES RAILROAD COMMISSION

THIS LEASE SUPPLEMENT NO. 2 dated September 29, 1994 (this "Lease Supplement") between WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as trustee under that certain Trust Agreement (Amtrak 94-B) dated as of June 15, 1994 between BNY CAPITAL FUNDING CORP., a New York corporation, and such trustee, as 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, as lessee, pursuant to and in accordance with the Lease of Railroad Equipment (Amtrak Trust 94-B) dated as of June 15, 1994 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. The Units covered by this Lease Supplement are described in Schedule 1 attached hereto.

3. The Equipment Cost for each Unit is set forth below:

<u>EQUIPMENT TYPE</u>	<u>MANUFACTURER'S NUMBER</u>	<u>EQUIPMENT COST</u>
TRANSITION	06	\$2,755,500.98
DINER	60	2,779,646.89
DINER	68	2,795,532.17
LOUNGE	52	3,069,078.60
SLEEPER	55	2,876,976.38
SLEEPER	57	2,886,998.37
SLEEPER	59	2,886,998.37
SLEEPER	61	2,886,998.37

4. The Interim Term of the Lease for the Units covered by this Lease Supplement shall commence on the date of this Lease Supplement and shall terminate on June 30, 1995 unless terminated pursuant to the terms of the Lease. The Base Lease Commencement Date of the Lease for the Units covered by this Lease Supplement shall commence on July 1, 1995 and

shall terminate on January 1, 2019 unless earlier terminated or extended pursuant to the terms 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 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 Units described in Schedule 1 hereto have been delivered to Lessee, have been duly accepted by Lessee and that said Schedule 1 contains a correct and complete description of said Units sufficient for the purposes 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:
Title:

NATIONAL RAILROAD PASSENGER CORPORATION, Lessee

By:  _____
Name: Richard I. Klein
Title: Treasurer

STATE OF DELAWARE)
) ss
COUNTY OF NEW CASTLE)

On this 2nd day of September, 1994 before me personally appeared Financial Services Office to me personally known, who being by me duly sworn, says that he/~~she~~ of Wilmington Trust Company, a Delaware banking corporation, as Owner Trustee under such instrument, that said instrument was signed on behalf of said banking 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 banking corporation.

By: Sonja F. Allen
Notary Public

My Commission Expires: _____

[SEAL]

SONJA F. ALLEN
NOTARY PUBLIC
My Commission expires May 30, 1996

DISTRICT OF COLUMBIA)
) ss
CITY OF WASHINGTON)

On this 26th day of September, 1994 before me personally appeared Richard I. Klein, to me personally known, who being by me duly sworn, says that he is the Treasurer of NATIONAL RAILROAD PASSENGER CORPORATION, that said 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.


Notary Public

My Commission Expires: 1-1-95

[SEAL]

SCHEDULE 1 TO LEASE
SUPPLEMENT NO. 2

DESCRIPTION OF UNITS

<u>EQUIPMENT TYPE</u>	<u>AMTRAK CAR NUMBER</u>	<u>MANUFACTURER'S NUMBER</u>
TRANSITION	39001	06
DINER	38054	60
DINER	38058	68
LOUNGE	33025	52
SLEEPER	32098	55
SLEEPER	32099	57
SLEEPER	32100	59
SLEEPER	32101	61