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September 29, 1994

RECORDATION NO. 18865-D + E
FILED 4426
SEP 29 1994 - 5:11 AM
INTERSTATE COMMERCE COMMISSION

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 18865.

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

Counterparts - Attached

Mr. Vernon A. Williams
September 29, 1994
Page 2

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

LEASE SUPPLEMENT NO. 2

(Amtrak Trust 94-D)

REGISTRATION NO. 18865-D FILED 1425
SEP 29 1994 10:40 AM
INTERSTATE COMMERCE 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-D) dated as of June 15, 1994 between J.P. Morgan Interfunding Corp., a Delaware 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-D) 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>
SLEEPER	51	\$2,876,976.39
DINER	64	2,789,861.78
LOUNGE	70	3,080,831.30

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 March 27, 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 March 28, 1995 and shall terminate on March 28, 2020 unless earlier terminated or extended pursuant to the terms of the Lease.

5. (a) The second sentence of Section 12.2(i) of the Lease is hereby amended to delete the reference therein to the phrase "unrepaired damage to such Units" and to substitute therefore the phrase "damage to such Units (other than to a de minimis extent)", and (b) Section

12.2(ii)(b) of the Lease is hereby amended to delete the reference therein to the phrase "unrepaired damage to such Unit" and to substitute therefore the phrase "damage to such Unit (other than to a de minimis extent)".

6. The definition of "*Replacement Unit*" set forth in Annex A to the Lease and to the other Operative Documents is hereby amended to delete the reference therein to the phrase "of any Unit then subject to the Lease".

7. All of the terms and provisions of the Lease, as supplemented or amended, including, without limitation, Lessee's obligation to pay Rent, are hereby incorporated by reference in this Lease Supplement on and as of the date hereof, to the same extent as if fully set forth herein, and the Lease, as supplemented hereby, is hereby ratified, approved and confirmed.

8. 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.

9. Lessee hereby represents and warrants to Lessor that, effective on the date hereof, (i) the Units described in Schedule 1 hereto (a) have been delivered from Lessor to Lessee, (b) have been duly inspected by Lessee, (c) have been duly accepted by Lessee, and (d) are free and clear of all lien and encumbrances (except Permitted Liens), and (ii) 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: Donald G. MacKelcan
Title: Senior Financial Services Officer

NATIONAL RAILROAD PASSENGER CORPORATION, Lessee

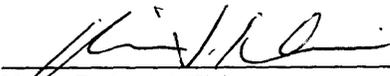
By: _____
Name: Richard I. Klein
Title: Treasurer

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 21st day of September, 1994 before me personally appeared ~~David C. Brantigan~~, to me personally known, who being by me duly sworn, says that he/~~she~~ ~~is~~ ~~Financial Services Officer~~ 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.

Sonja F. Allen
Notary Public

My Commission Expires: _____

[SEAL]

SONJA F. ALLEN
NOTARY PUBLIC
My Commission expires May 20, 1996

SCHEDULE 1 TO LEASE
SUPPLEMENT NO. 2

DESCRIPTION OF UNITS

<u>EQUIPMENT TYPE</u>	<u>AMTRAK CAR NUMBER</u>	<u>MANUFACTURER'S NUMBER</u>
SLEEPER	32096	51
DINER	38056	64
LOUNGE	33026	70