

RECORDATION NO. FILED 1425

JUN 29 1990 - 12 50 PM

National Railroad Passenger Corporation, 60 Massachusetts Avenue, N.E., Washington, D.C. 20002 Telephone (202) 383-3000

INTERSTATE COMMERCE COMMISSION

(CAEs)

RECORDATION NO. 16917
FILED 1425
JUN 29 1990 - 12 50 PM

INTERSTATE COMMERCE COMMISSION



RECORDATION NO. 16917
FILED 1425
0-180A043

June 29, 1990

JUN 29 1990 - 12 50 PM JUN 29 1990 - 12 50 PM JUN 29 1990 - 12 50 PM

INTERSTATE COMMERCE COMMISSION

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

RECORDATION NO. 16917
FILED 1425

JUN 29 1990 - 12 50 PM

INTERSTATE COMMERCE COMMISSION

Dear Ms. McGee:

I have enclosed three originals of the documents described below to be recorded pursuant to Section 11301 of Title 49 of the United States Code. These documents are:

1. Lease of Railroad Equipment dated as of May 30, 1990, a primary document which includes the Lease Supplement No. 1 dated as of July 3, 1990.
2. Lessee Security Agreement (Mortgage) dated as of May 30, 1990, a primary document which includes the Lessee Security Agreement Supplement No. 1 dated as of July 3, 1990.
3. Sublease of Railroad Equipment dated as of May 30, 1990, a primary document which includes the Sublease Supplement No. 1 dated as of July 3, 1990.
4. Trust Indenture and Security Agreement (Mortgage) ("Trust Indenture") dated as of May 30, 1990, a primary document which includes the Indenture Supplement Nos. 1 and 2 dated as of July 3, 1990.
5. FRA Subordinated Security Agreement dated as of May 30, 1990, a primary document.
6. Cure Rights Agreement dated as of May 30, 1990, a primary document.

Amtrak requests that all of the documents listed herein be filed under the same recordation number.

The parties to the above-listed documents include the following:

1, 2 and 3. The Lease of Railroad Equipment, the Lessee Security Agreement (Mortgage), Sublease of Railroad Equipment, and Supplements No. 1 thereto: Amtrak as, respectively, lessor, mortgagor, and sublessee; Connecticut Bank and Trust Company, National Association ("Owner Trustee"), as, respectively, lessee,

Handwritten signature/initials

Ms. Noretta R. McGee
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mortgagee, and sublessor.

4. The Trust Indenture and Supplement Nos. 1 and 2 thereto: Owner Trustee as mortgagor and Meridian Trust Company ("Indenture Trustee") as mortgagee. Amtrak is a consenting party to the Trust Indenture.

5. The FRA Subordinated Security Agreement: Amtrak as mortgagor and the Federal Railroad Administrator as mortgagee.

6. The Cure Rights Agreement: Owner Trustee as sublessor and mortgagee, Indenture Trustee as mortgagee.

The addresses of the parties are:

The Connecticut Bank and Trust Company
National Association
One Constitution Plaza
Hartford, CT 06115

Meridian Trust Company
35 North 6th Street
Reading, PA 19603

Federal Railroad Administrator
Federal Railroad Administration
400 Seventh Street, S.W.
Washington, D.C. 20590

National Railroad Passenger Corporation
60 Massachusetts Avenue, N.E.
Washington, D.C. 20002
Attention: Corporate Secretary

The railway equipment covered by the primary documents listed above consists of seventy (70) highspeed material handling railcars bearing Amtrak road numbers 1500 to 1569, inclusive.

A fee of \$90 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to the person delivering same stamped with the appropriate recordation number.

Short summaries of the documents to appear in the index follow:

1. Lease of Railroad Equipment between Connecticut Bank and Trust Company, National Association, One Constitution Plaza,

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Hartford, Connecticut 06115 as owner trustee and lessee and National Railroad Passenger Corporation, 60 Massachusetts Avenue, N.E., Washington, D.C. 20002 ("Amtrak"), as lessor, dated May 30, 1990, and Supplement No. 1 thereto dated as of July 3, 1990. The Lease covers seventy (70) highspeed material handling railcars bearing Amtrak road numbers 1500 to 1569 inclusive.

2. Lessee Security Agreement (Mortgage) between Connecticut Bank and Trust Company, National Association, One Constitution Plaza, Hartford, Connecticut 06115 as owner trustee and mortgagee and National Railroad Passenger Corporation, 60 Massachusetts Avenue, N.E., Washington, D.C. 20002 ("Amtrak"), as mortgagor, dated as of May 30, 1990 and Supplement No. 1 thereto dated as of July 3, 1990. The Lessee Security Agreement (Mortgage) covers seventy (70) highspeed material handling railcars bearing Amtrak road numbers 1500 to 1569, inclusive.

3. Sublease of Railroad Equipment between the Connecticut Bank and Trust Company, National Association, One Constitution Plaza, Hartford, Connecticut 06115 as owner trustee and sublessor and National Railroad Passenger Corporation, 60 Massachusetts Avenue, N.E. 20002 ("Amtrak"), as sublessee, dated as of May 30, 1990 and Supplement No. 1 thereto dated as of July 3, 1990. The Sublease covers seventy (70) highspeed material handling railcars bearing Amtrak road numbers 1500 to 1569, inclusive.

4. Trust Indenture and Security Agreement (Mortgage) between the Connecticut Bank and Trust Company, National Association, One Constitution Plaza, Hartford, Connecticut 06115 as owner trustee and mortgagor, and Meridian Trust Company, 35 North 6th Street, Reading, Pennsylvania 19603, as indenture trustee and mortgagee, dated as of May 30, 1990, and Supplement Nos. 1 and 2 dated as of July 3, 1990. The Trust Indenture covers seventy (70) highspeed material handling railcars bearing National Railroad Passenger Corporation ("Amtrak") road numbers 1500 to 1569, inclusive.

5. Subordinated Security Agreement between National Railroad Passenger Corporation, 60 Massachusetts Avenue, N.E. 20002 ("Amtrak"), as mortgagor and the Federal Railroad Administrator, Federal Railroad Administration, 400 Seventh Street, S.W., Washington, D.C. 20590, as mortgagee, dated as of May 30, 1990 and covering seventy (70) highspeed material handling railcars bearing Amtrak road numbers 1500 to 1569, inclusive.

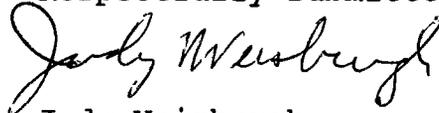
6. Cure Rights Agreement between the Connecticut Bank and Trust Company, National Association, One Constitution Plaza,

Hartford, Connecticut 06115 as owner trustee, sublessor, and
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mortgagee, and Meridian Trust Company, 35 North 6th Street,
Reading, Pennsylvania 19603 as indenture trustee and mortgagee,
dated as of May 30, 1990, and covering seventy (70) highspeed
material handling railcars bearing National Railroad Passenger
Corporation ("Amtrak") road numbers 1500 to 1569, inclusive.

The undersigned is one of the attorneys for Amtrak.

Respectfully submitted,



Judy Weisburgh
Associate General Counsel

Interstate Commerce Commission 7/2/90
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Judy Weisburgh-
Assistant General Counsel
Corporate Affairs
National Railroad Passenger Corporation
60 Massachusetts Avenue, N.E.
Washington, D. C. 20002

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/29/90 at 12:50PM, and assigned recordation number(s). 16917, 16917-A, 16917-B, 16917-C, 16917-D and 16719-E.

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

JUN 29 1990 -12 50 PM

[EXECUTION COPY]

INTERSTATE COMMERCE COMMISSION

CERTAIN RIGHTS OF THE LESSEE UNDER THIS LEASE OF RAILROAD EQUIPMENT HAVE BEEN ASSIGNED AS SECURITY TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, MERIDIAN TRUST COMPANY, AS INDENTURE TRUSTEE UNDER THE TRUST INDENTURE AND SECURITY AGREEMENT (MORTGAGE) DATED AS OF THE DATE HEREOF BETWEEN SUCH LESSEE AND INDENTURE TRUSTEE, FOR THE BENEFIT OF THE HOLDERS OF THE SECURED NOTES REFERRED TO THEREIN. THE RIGHTS OF LESSOR UNDER THIS LEASE OF RAILROAD EQUIPMENT HAVE BEEN ASSIGNED AS SECURITY TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, SUCH LESSEE UNDER THE LESSEE SECURITY AGREEMENT REFERRED TO HEREIN, AND CERTAIN RIGHTS OF SUCH LESSEE UNDER SUCH LESSEE SECURITY AGREEMENT HAVE BEEN ASSIGNED AS SECURITY TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, SUCH INDENTURE TRUSTEE UNDER SUCH TRUST INDENTURE AND SECURITY AGREEMENT. SEE SECTION 8.4 HEREOF FOR INFORMATION CONCERNING THE RIGHTS OF HOLDERS OF THE VARIOUS COUNTERPARTS OF THIS LEASE OF RAILROAD EQUIPMENT.

LEASE OF RAILROAD EQUIPMENT

Dated as of May 30, 1990

between

NATIONAL RAILROAD PASSENGER CORPORATION
Lessor

and

THE CONNECTICUT BANK AND TRUST COMPANY,
NATIONAL ASSOCIATION, as Owner Trustee
Lessee

SEVENTY (70) HIGH-SPEED MATERIAL
HANDLING RAILCARS

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SIGNATURE PAGE

EXHIBIT A - FORM OF LEASE SUPPLEMENT

[LEASE]

THIS LEASE OF RAILROAD EQUIPMENT dated as of May 30, 1990 between 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 lessor ("Lessor"), and THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, not in its individual capacity but solely as Owner Trustee, as lessee ("Lessee").

W I T N E S S E T H :

ARTICLE I

INTERPRETATION

SECTION 1.1 Definitions. Capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Lease have the respective meanings specified therefor in Annex A to that certain Sublease of Railroad Equipment dated as of the date hereof between National Railroad Passenger Corporation, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia, and The Connecticut Bank and Trust Company, National Association, a national banking association, not in its individual capacity but solely as Owner Trustee under the Trust Agreement, except as otherwise expressly provided in the Operative Documents.

SECTION 1.2 Rules of Interpretation. The following rules apply to this Lease:

(a) the singular includes the plural and the plural includes the singular;

(b) "or" is not exclusive and "include" and "including" are not limiting;

(c) a reference to any agreement or other contract includes permitted supplements and amendments;

(d) a reference to a law includes any amendment or modification to such law and any rules or regulations issued thereunder or any law enacted in substitution or replacement therefor;

(e) a reference to a person includes its permitted successors and assigns;

(f) a reference herein to an Article, Section, Exhibit, Schedule or Appendix without further reference is to the relevant Article, Section, Exhibit, Schedule or Appendix of this Lease;

(g) any right may be exercised at any time and from time to time;

(h) all obligations are continuing obligations; and

(i) the headings of the Articles, Sections and subsections are for convenience and shall not affect the meaning of this Lease.

ARTICLE II

AGREEMENT TO LEASE; DELIVERY AND ACCEPTANCE

SECTION 2.1 Agreement to Lease. Lessor and Lessee agree to subject each Unit to this Lease for the rent and upon and subject to the terms and conditions herein set forth, for the Lease Term with respect to such Unit, commencing on the date on which the Lease Supplement extending this Lease to cover such Unit is executed and delivered.

SECTION 2.2 Delivery and Acceptance. Upon execution and delivery of a Lease Supplement by Lessor and Lessee, the Units described therein shall be deemed to have been delivered to and accepted by Lessee for all purposes of this Lease and thereupon shall be subject to all the terms and conditions of this Lease. Lessee's execution and delivery of a Lease Supplement shall be conclusive proof that the Units listed therein have been subjected to this Lease subject to the terms hereof.

ARTICLE III

RENT

On the Delivery Date, Lessee shall pay Lessor for the interest created hereunder in the Units covered by the Lease Supplement executed and delivered on the Delivery Date an amount equal to the Advance Rental Cost for such Units by paying (1) the Cash Portion by wire transfer of immediately available funds to Lessor and (2) the Assumption Portion by executing and delivering the Owner Trustee Assumption Confirmation on each Outstanding Secured Note. Advance Rental Cost with respect to the Units shall not be refundable under

any circumstances, including termination of this Lease prior to the Lease Termination Date. Upon payment of Advance Rental Cost with respect to the Units, Lessee shall have no further rental or any other obligations whatsoever hereunder with respect to the Units.

ARTICLE IV

PERFORMANCE OF LESSEE

Lessee shall not be obligated to take any action or execute any instrument pursuant to any provision hereof until it shall have been requested to do so by Lessor, or shall have received the instrument to be executed, and at Lessee's option, shall have received assurance satisfactory to Lessee that Lessee shall be reimbursed for its reasonable expenses incurred or to be incurred in connection with taking such action or executing such instrument; provided, that Lessee shall be under no obligation to take any action or execute any instrument otherwise than in accordance with the Operative Documents.

ARTICLE V

SUBLEASING AND ASSIGNMENT

SECTION 5.1 Covenant of Lessee. Lessee will subject the Units subject hereto from time to time to the Sublease.

SECTION 5.2 Covenant of Lessor. Lessor shall not assign this Lease nor sell, assign, transfer or convey any Unit or its interest therein, as a whole or in part, except in accordance with the Operative Documents.

ARTICLE VI

OPTION TO PURCHASE

SECTION 6.1 Exercise at End of the Lease Term. So long as Lessee shall have paid all Advance Rental Cost hereunder, Lessee may by written notice delivered to Lessor not more than five years or less than 90 days prior to the Lease Termination Date, irrevocably elect to purchase the right, title and interest of Lessor in all, but not less than all, the Units subject hereto on such Date at a purchase price equal to one dollar for each such Unit, payable on or prior to such Date.

SECTION 6.2 Exercise at End of Sublease Term. So long as Lessee shall have paid all Advance Rental Cost hereunder, if with respect to one or more Units Sublessee has exercised neither its purchase option pursuant to Section 16.2 of the Sublease nor any renewal option pursuant to Section 16.4 of the Sublease, Lessee may by written notice delivered to Lessor not more than 89 days prior to the end of the Sublease Term for such Units elect to purchase all, but not less than all, of Lessor's right, title and interest in such Units subject hereto at the last day of the Sublease Term for such Units at a purchase price equal to one dollar for each such Unit, payable on or prior to such day.

SECTION 6.3 Automatic Transfer in Certain Circumstances. So long as Lessee shall have paid all Advance Rental Cost hereunder, if (i) Lessor, as sublessee under the Sublease, shall have exercised its right under Section 26 thereof to terminate the Sublease as to any Unit and either (a) the Lessee, as sublessor thereunder, shall elect to terminate the Sublease as to such Unit in accordance with the provisions of said Section 26 or (b) the Lessee, as such sublessor, shall without further condition or delay be prepared for the imminent sale of such Unit to a buyer thereof in accordance with the provisions of said Section 26, or (ii) Lessee, as sublessor under the Sublease, or Indenture Trustee, as assignee pursuant to the Indenture of Lessee's interest under the Sublease, shall have terminated the Sublease or repossessed or sold the Equipment pursuant to Section 13 of the Sublease or otherwise exercised any of the remedies otherwise provided in Section 13 of the Sublease which are inconsistent with Lessor's right as sublessee under the Sublease to the continued use and possession of the Equipment under the Sublease then in either case (i) or (ii), without further act of any kind, all right, title and interest of the Lessor in and to the Equipment or such Unit, as the case may be, shall transfer to and vest in the Lessee, but Lessor shall thereupon evidence such transfer in accordance with the provisions of Section 6.4 hereof.

SECTION 6.4 Transfer of Interest; Termination. Promptly upon Lessee's exercise of a purchase option pursuant to Section 6.1 or upon Lessee's automatic transfer pursuant to Section 6.3, and on the last day of the Sublease Term for an applicable Unit upon Lessee's exercise of a purchase option pursuant to Section 6.2, Lessor shall, without limiting any of Lessor's obligations as sublessee under the Sublease, transfer (or confirm such transfer under Section 6.3) to Lessee, or to Lessee's assignee or nominee, such right, title and interest as Lessor may have in the applicable Units, "as-is, where-is and with all faults" and without recourse, representation or

warranty, express or implied, other than as to Lessor's title to such Units, except that such Units shall be free and clear of all Liens other than Owner Participant's Liens and Sublessor's Liens, by executing and delivering a bill of sale therefor in a form reasonably satisfactory to Lessee.

SECTION 6.5 Remedy for Lessee's Failure to Pay Purchase Price. If, after exercising its option to purchase Lessor's right, title and interest in a Unit pursuant to Section 6.1 or 6.2, Lessee fails to pay the purchase price therefor, Lessor shall nevertheless transfer its right, title and interest thereto pursuant to Section 6.4 and shall have no remedy with respect to such failure except to seek money damages in a legal proceeding.

SECTION 6.6 Remedy for Lessor's Failure to Transfer Interest. If, after Lessee exercises its option to purchase Lessor's right, title and interest in a Unit pursuant to Section 6.1 or 6.2 or after Lessor's right, title and interest in a Unit is automatically transferred pursuant to Section 6.3, Lessor fails to transfer (or confirm such transfer) pursuant to Section 6.4 such right, title and interest as Lessor then has, Lessee shall have the right to liquidated damages for such breach in the amount of the Fair Market Value of such Unit less any amount of liquidated damages collected by Sublessor pursuant to Section 13 of the Sublease. The remedy provided herein shall be in addition to, and not to the exclusion of, all other remedies then available to Lessee hereunder, at law or in equity.

SECTION 6.7 Purchase Option is of the Essence. Each of Lessee's rights under this Article VI is of the essence of this Lease.

ARTICLE VII

TERMINATION

SECTION 7.1 Purchase by Lessee. Upon Lessee's purchase of a Unit pursuant to Section 6.1 or 6.2 or an automatic transfer of a Unit pursuant to Section 6.3, this Lease shall terminate with respect to such Unit, and the obligations of Lessor and Lessee hereunder with respect to such Unit shall cease.

SECTION 7.2 Transfer to Sublessee of Leasehold Interest. Upon the transfer to Sublessee of a Leasehold Interest with respect to a Unit pursuant to Section 13 or 16 of the Sublease, this Lease shall terminate with respect to

such Unit, and the obligations of Lessor and Lessee hereunder with respect to such Unit shall cease.

ARTICLE VIII

MISCELLANEOUS

SECTION 8.1 Notices. Any notices, requests or other communications hereunder shall be in writing and, if mailed, shall be deemed to be duly given or made when given or made in accordance with the Participation Agreement.

SECTION 8.2 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon Lessee, Lessor and their respective successors and assigns, subject, however, to the limitations contained in Article V hereof.

SECTION 8.3 Amendments, Changes and Modifications. Neither this Lease nor any of the terms hereof may be amended, changed or modified, except by an instrument in writing signed by both the Lessor and Lessee.

SECTION 8.4 Execution in Counterparts. This Lease may be executed in any number of counterparts and by the different parties hereto on separate counterparts (or upon separate signature pages bound together into one or more 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. To the extent, if any, that this Lease or any 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 or any such Lease Supplement may be created through the transfer or possession of any counterpart of this Lease or any such Lease Supplement other than the original executed counterpart No. 1 hereof or thereof which shall be identified as the counterpart containing the receipts therefor executed by (I) The Connecticut Bank and Trust Company, National Association, as Owner Trustee, and as secured party under the Lessee Security Agreement and (II) Meridian Trust Company, as Indenture Trustee, both such receipts immediately following the signature page hereof or thereof.

SECTION 8.5 Applicable Law. The terms of this Lease and all rights and obligations hereunder shall be governed by the law of the District of Columbia applicable to contracts executed and delivered, and to be fully performed, in the

[LEASE]

District of Columbia, without regard to its principles of conflicts of law; provided, that the parties shall be entitled to all rights conferred by Section 11303 of the Act.

SECTION 8.6 Further Assurances and Corrective Instruments. Lessee and Lessor will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, from time to time, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Units hereby leased or intended so to be.

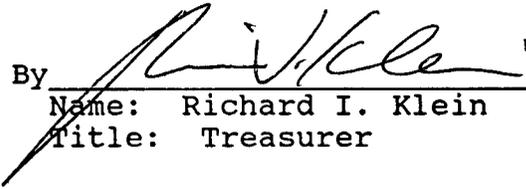
SECTION 8.7 Replacement Units; Accessions. Any Replacement Unit subjected to the Sublease pursuant to Section 7.2 thereof and any accession to a Unit made pursuant to Section 12.2 of the Sublease shall immediately, and without further act or instrument, be deemed subject to this Lease.

[LEASE]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed in their respective corporate names as of the day and year first above written.

NATIONAL RAILROAD PASSENGER
CORPORATION, Lessor

By


Name: Richard I. Klein
Title: Treasurer

THE CONNECTICUT BANK TRUST COMPANY,
NATIONAL ASSOCIATION, not in its
individual capacity, but solely as
Owner Trustee, Lessee

By


Name: V. GLUNT
Title: ASSISTANT VICE PRESIDENT

[SIGNATURE PAGE]

[LEASE]

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

On this 11th day of June, 1990, 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:

July 31, 1991

SEAL

LAURE SALERNO
NOTARY PUBLIC, State of New York
No. 41-4694935
Qual'ed in Queens County
Commission Expires ~~March 30,~~

July 31, 1991

[LEASE SUPPLEMENT]

EXHIBIT A TO LEASE OF RAILROAD
EQUIPMENT

LEASE SUPPLEMENT NO. _____

THIS LEASE SUPPLEMENT NO. _____ dated as of _____, 19__ (this "Lease Supplement") between NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia, as lessor, and THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, not in its individual capacity but solely as trustee under that certain Trust Agreement dated as of May 30, 1990 between American Security Bank, National Association and such trustee, as lessee, pursuant to and in accordance with the Lease of Railroad Equipment dated as of May 30, 1990 between Lessor and Lessee (as amended and supplemented to the date hereof, the "Lease").

W I T N E S S E T H :

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 that certain Sublease of Railroad Equipment dated as of May 30, 1990 between National Railroad Passenger Corporation, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia, and The Connecticut Bank and Trust Company, National Association, a national banking association, not in its individual capacity but solely as Owner Trustee under the Trust Agreement, except as expressly provided in the Operative Documents, 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 Advance Rental Cost for such Units is \$_____ ; the Assumption Portion is \$_____ ; and the Cash Portion is \$_____ .

4. The Delivery Date of such Units is the date of this Lease Supplement.

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss

On this 11th day of June, 1990, before me personally appeared W. GLUNT, to me personally known, who being by me duly sworn, says that he is the ASSISTANT VICE PRESIDENT of THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, as Owner Trustee in said instrument, that said instrument was signed on behalf of said national banking association 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 national banking association.

Laure Salerno
Notary Public

My Commission Expires: July 31, 1991

SEAL

LAURE SALERNO
NOTARY PUBLIC, State of New York
No. 41-4694935
Qualified in Queens County
Commission Expires March 30,

July 31, 1991

[LEASE SUPPLEMENT]

5. The term of the Lease for such Units shall commence on the date of this Lease Supplement and terminate on the Lease Termination Date unless earlier terminated pursuant to the terms of the Lease.

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

7. This Lease Supplement may be executed in any number of counterparts and by the different parties hereto on separate counterparts (or upon separate signature pages bound together into one or more 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. 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 receipts therefor executed by (I) The Connecticut Bank and Trust Company, National Association, as Owner Trustee and as secured party under the Lessee Security Agreement, and (II) Meridian Trust Company, as Indenture Trustee, both such receipts immediately following the signature page hereof.

[LEASE SUPPLEMENT]

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, Lessor

By _____
Name: Richard I. Klein
Title: Treasurer

THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL ASSOCIATION,
not in its individual capacity but
solely as Owner Trustee, Lessee

By _____
Name:
Title:

[SIGNATURE PAGE]

[LEASE SUPPLEMENT]

[*] 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 RECEIPTS THEREFOR EXECUTED BY (I) THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, AS OWNER TRUSTEE, AND AS SECURED PARTY UNDER THE LESSEE SECURITY AGREEMENT AND (II) MERIDIAN TRUST COMPANY, AS INDENTURE TRUSTEE, BOTH SUCH RECEIPTS 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 is hereby acknowledged this _____ day of _____, 19__.

THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL ASSOCIATION,
as Owner Trustee

By _____
Name:
Title:

[**] Receipt of this original counterpart No. 1 of the foregoing Lease Supplement is hereby acknowledged this _____ day of _____, 19__.

MERIDIAN TRUST COMPANY,
as Indenture Trustee

By _____
Name:
Title:

_____ [*] This legend appears only in original counterpart No. 1 of this Lease Supplement.

[**] This receipt appears only in the original counterpart No. 1 of this Lease Supplement.

[LEASE SUPPLEMENT]

SCHEDULE 1 TO
LEASE SUPPLEMENT NO. _____

DESCRIPTION OF UNITS
MATERIAL HANDLING CARS

<u>EQUIPMENT TYPE</u>	<u>AMTRAK EQUIPMENT NUMBER</u>	<u>EQUIPMENT TYPE</u>	<u>AMTRAK EQUIPMENT NUMBER</u>
MATERIAL HANDLING CAR	1500	MATERIAL HANDLING CAR	1535
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MATERIAL HANDLING CAR	1533	MATERIAL HANDLING CAR	1568
MATERIAL HANDLING CAR	1534	MATERIAL HANDLING CAR	1569

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RECORDATION NO. _____ FILED 1425

JUN 29 1990 - 12 50 PM

[LEASE SUPPLEMENT]

INTERSTATE COMMERCE COMMISSION
LEASE SUPPLEMENT NO. 1

THIS LEASE SUPPLEMENT NO. 1 dated as of July 3, 1990 (this "Lease Supplement") between NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia, as lessor, and THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, not in its individual capacity but solely as trustee under that certain Trust Agreement dated as of May 30, 1990 between American Security Bank, National Association and such trustee, as lessee, pursuant to and in accordance with the Lease of Railroad Equipment dated as of May 30, 1990 between Lessor and Lessee (as amended and supplemented to the date hereof, the "Lease").

W I T N E S S E T H :

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 that certain Sublease of Railroad Equipment dated as of May 30, 1990 between National Railroad Passenger Corporation, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia, and The Connecticut Bank and Trust Company, National Association, a national banking association, not in its individual capacity but solely as Owner Trustee under the Trust Agreement, except as expressly provided in the Operative Documents, 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 Advance Rental Cost for such Units is \$22,197,000.00; the Assumption Portion is \$16,488,318.21; and the Cash Portion is \$5,708,681.79

4. The Delivery Date of such Units is the date of this Lease Supplement.

5. The term of the Lease for such Units shall commence on the date of this Lease Supplement and terminate on the Lease Termination Date unless earlier terminated pursuant to the terms of the Lease.

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[SUBLEASE]

SUBLEASE OF RAILROAD EQUIPMENT

THIS SUBLEASE OF RAILROAD EQUIPMENT dated as of May 30, 1990 between THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, not in its individual capacity but solely as Owner Trustee except as otherwise expressly provided herein, as sublessor, 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 sublessee.

W I T N E S S E T H :

SECTION 1. INTERPRETATION.

1.1 Definitions. Capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Sublease have the respective meanings specified therefor in Annex A hereto.

1.2 Rules of Interpretation. The following rules apply to this Sublease:

(a) the singular includes the plural and the plural includes the singular;

(b) "or" is not exclusive and "include" and "including" are not limiting;

(c) a reference to any agreement or other contract includes permitted supplements and amendments;

(d) a reference to a law includes any amendment or modification to such law and any rules or regulations issued thereunder or any law enacted in substitution or replacement therefor;

(e) a reference to a person includes its permitted successors and assigns;

(f) a reference herein to an Article, Section, Exhibit, Schedule or Appendix without further reference is to the relevant Article, Section, Exhibit, Schedule or Appendix of this Sublease;

[LEASE SUPPLEMENT]

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

7. This Lease Supplement may be executed in any number of counterparts and by the different parties hereto on separate counterparts (or upon separate signature pages bound together into one or more 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. 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 receipts therefor executed by (I) The Connecticut Bank and Trust Company, National Association, as Owner Trustee and as secured party under the Lessee Security Agreement, and (II) Meridian Trust Company, as Indenture Trustee, both such receipts immediately following the signature page hereof.

SECTION 3. INTERIM TERM AND BASE LEASE TERM

The Interim Term for each Unit shall commence on the Delivery Date therefor and shall extend to (but not include) the Base Lease Commencement Date or such earlier date on which this Sublease shall be terminated hereunder with respect to such Unit. The Base Lease Term for all of the Equipment shall commence on the Base Lease Commencement Date and end on the Base Lease Termination Date, or such earlier date on which this Sublease shall be terminated hereunder with respect to such Unit.

SECTION 4. RENT

4.1 Base Rent.

(i) Base Rent. Sublessee shall pay to Sublessor, as Base Rent, semi-annual installments of Base Rent on the Rent Payment Dates during the Base Lease Term. Subject to adjustment as provided herein, the Base Rent due on a Rent Payment Date with respect to the Equipment is equal to the product of (i) the Rent Factor for such Rent Payment Date and (ii) Equipment Cost for the Equipment, and shall be allocable to (A) the use of the Equipment by Sublessee for the six-month period immediately preceding such Rent Payment Date if Schedule 1 hereto indicates that such payment is in arrears and (B) to the use of the Equipment by Sublessee for the six-month period immediately succeeding such Rent Payment Date if Schedule 1 hereto indicates that such payment is in advance. If any Rent Payment Date is also a Casualty Value Determination Date with respect to a Unit, such Unit shall be deemed to be subject to the Lease and this Sublease within the meaning of the definition of "Equipment Cost" for purposes of determining any Base Rent due on such Date.

(ii) Minimum Payments. Notwithstanding anything to the contrary contained herein or in any other Operative Document, in all events and irrespective of any adjustment thereto, each installment of Base Rent shall be at least in an amount such that, as and when received by Indenture Trustee, it shall be sufficient to pay the installment of principal and accrued interest in respect of all Secured Notes then Outstanding under the Indenture which is due on the Rent Payment Date of such installment of Base Rent, and each amount of Casualty Value and each unpaid balance payable on any Termination Date with respect to a Voluntary Termination shall be at least in an amount such that, as and when received by Indenture Trustee, it shall be sufficient to pay the full

unpaid balance of principal, premium (if any) and interest then due and payable in respect of all Secured Notes then Outstanding under the Indenture. Nothing in this Section 4.1(ii) shall be deemed to constitute a guarantee by Sublessee of the indebtedness evidenced by the Secured Notes or a guarantee of the residual value of any Unit.

4.2 Supplemental Rent. (i) In addition to its obligation to pay Base Rent or Renewal Rent hereunder, Sublessee shall pay (or cause to be paid) Supplemental Rent to Sublessor or to whomever shall be entitled thereto, as and when the same shall become due and owing in accordance with the provisions of the Operative Document that requires such payment and in the event of any failure on the part of Sublessee to pay the same when due and owing in accordance with such provisions, Sublessor shall have all rights, powers and remedies provided for herein or at law or in equity or otherwise in the case of nonpayment of Base Rent or Renewal Rent. Sublessee also agrees to pay to Sublessor or such other Person as shall be entitled thereto, upon demand, as Supplemental Rent, to the extent permitted by applicable law, interest at the Overdue Rate on (i) any part of any installment of Base Rent or Renewal Rent, as the case may be, not paid when due for each day for which the same shall be overdue and (ii) any payment of Supplemental Rent (other than such interest) not paid when due for each day for which the same shall be overdue, until the same shall be received by the party entitled thereto.

(ii) If and to the extent that on or prior to the Base Lease Commencement Date Sublessor fails to make all or any portion of a payment to Indenture Trustee required by Section 9.2(ii) of the Participation Agreement, Sublessee shall, to such extent, pay to Sublessor as Supplemental Rent an amount equal to such nonpayment on the date when due or, if later, promptly after notice of such failure. Sublessor shall give notice to Sublessee and Indenture Trustee at least five (5) Business Days prior to the date such payment is due if funds equal to the amount of the payment due on such date will not be paid by Sublessor to Indenture Trustee on such date. If Sublessee makes a payment of Supplemental Rent to Sublessor pursuant to this subsection (ii), Sublessee shall have the right to demand immediate repayment thereof together with interest on the unreimbursed portion thereof at the Overdue Rate from the date such amount is paid to but not including the date it is reimbursed (such amounts to be reimbursed and the related interest being herein called the "Reimbursement Amount"). All payments of Supplemental Rent made pursuant to this subsection (ii) and not repaid shall be

deemed to be prepayments of Base Rent made in the order in which payments of Base Rent become due. Without limiting any remedy Sublessee may have against Owner Participant with respect to any breach by Owner Participant of its undertaking in Section 9.2(ii) of the Participation Agreement, Sublessee shall be entitled to offset (without duplication) against any payments of Rent (other than as limited by the two provisos to this sentence) due from Sublessee to Sublessor under this Sublease (including, without limitation, Base Rent and Supplemental Rent) or under any other Operative Document until Sublessee has been paid the Reimbursement Amount; provided, however, that in the case of any payment due from Sublessee which is distributable under the terms of the Indenture, Sublessee's right of offset shall be limited to amounts then distributable to Sublessor or the Owner Participant thereunder (and shall not include any amounts distributable to the Indenture Trustee in its individual capacity or to the holders of the Secured Notes); and provided, further, however, that no such offset or aggregate combined effect of separate offsets shall reduce the amount of any installment of Rent to an amount insufficient to pay in full the installment required to be made on the due date of such Rent installment on account of the principal of, premium, if any, and any interest on the Secured Notes then outstanding and all other amounts then due to the holders of the Secured Notes without regard to any acceleration when no Event of Default is continuing.

4.3 Adjustments to Rent and Casualty Value Factors. Rent Factors and Casualty Value Factors shall be adjusted in accordance with Section 16 of the Participation Agreement.

4.4 Manner of Making Payments; Payment to Indenture Trustee. All payments pursuant to this Sublease shall be made by 10:00 a.m. Washington, D.C. time on the date payment is due in immediately available funds. Any payment not so made by such time shall be payable with interest at the Overdue Rate as provided in Section 4.2. If any such date is not a Business Day, then payment shall be due on the next succeeding Business Day and if paid on such Business Day, such payment shall be without interest or penalty. All payments of Rent (other than Excepted Payments, which shall be paid to the Person entitled thereto), shall be paid by Sublessee to Sublessor at its office at One Constitution Plaza, Hartford, CT, 06115, or as Sublessor may otherwise direct from time to time in writing; provided, that so long as the Indenture shall not have been discharged pursuant to Section 11.01 thereof, Sublessor hereby directs, and Sublessee agrees, that all payments of Rent and all other amounts payable to Sublessor hereunder (other than Excepted Payments, which shall be paid

to the Person entitled thereto) shall be paid by wire transfer or other commercially acceptable, generally used electronic medium directly to the Indenture Trustee at Meridian Trust Company/Philadelphia, (A.B.A. No. 031 000095) (Amtrak), for credit to Meridian Asset Management, for further credit to Corporate Trust Account No. 01313851 or as the Indenture Trustee may otherwise direct in a writing received by Sublessee at least ten (10) Business Days prior to the applicable payment date.

SECTION 5. NET SUBLEASE; NONTERMINABILITY

5.1 Net Sublease. This Sublease is a net sublease, and, as between Sublessee and Sublessor, it is intended that Sublessee shall pay all costs and expenses of every character, whether foreseen or unforeseen, ordinary or extraordinary, in connection with the Units, whether with respect to construction, delivery, ownership, use, possession, control, operation, maintenance, repair, insurance, improvement and return of the Units, or otherwise, including the costs and expenses particularly set forth in this Sublease. All obligations of Sublessee in this Sublease shall be done, performed or complied with at Sublessee's cost and expense, unless otherwise expressly stated.

5.2 Nonterminability. (i) Each of Sublessee's obligations to pay Rent hereunder shall be absolute and unconditional, and except as expressly provided in Section 4.2(ii) Sublessee shall not be entitled to any abatement, deferral or suspension of Rent, reduction thereof or setoff against Rent, including abatements, reductions, deferrals, suspensions or setoffs due, or alleged to be due, by reason of any past, present or future claims of Sublessee against Sublessor, Owner Participant, Manufacturer, Indenture Trustee, the holders from time to time of any Secured Note or any other Person, either under this Sublease or otherwise; nor, except as otherwise expressly provided herein, shall this Sublease terminate, or the obligations of Sublessee be otherwise affected, by reason of any defect in or damage to or loss of possession or loss of use or destruction of all or any of the Units from whatsoever cause, any Liens or rights of others with respect to any of the Units, the prohibition of or other restriction against Sublessee's use of all or any of the Units, the interference with such use by any Person (including confiscation, requisition or other taking by any governmental authority, any Person acting under governmental authority or otherwise, or action of any public or private Person, whether by eviction by paramount title or for any other reason

whatsoever), the invalidity or unenforceability or lack of due authorization of this Sublease, the Lease or any other Operative Document, any action or inaction by Sublessor as lessee under the Lease, any defect in the title to, compliance with plans or specifications for, condition, design or fitness for use of all or any of the Units, any insolvency of or any bankruptcy, reorganization or other proceeding against Sublessee, Sublessor or any other Person, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention and agreement of the parties hereto, and the basis of the bargain, that (to the extent permitted by applicable law) Base Rent, Renewal Rent, Supplemental Rent and other amounts payable by Sublessee hereunder shall continue to be payable in all events in the manner and at the times herein provided unless and until the obligation to pay the same shall be terminated pursuant to the express provisions of this Sublease (in the case of any return of the Equipment to the Sublessor, any Unit shall not be deemed to have been returned to the Sublessor's possession until all of the Sublessee's obligations with respect to the return, transportation and arranging for storage thereof have been performed). To the extent permitted by applicable law, Sublessee hereby waives any and all rights which it may now have or which at any time hereafter may be conferred upon it, by statute or otherwise, to terminate, cancel or quit this Sublease or surrender any of the Units except in accordance with the express terms hereof. Except as provided in the Tax Indemnity Agreement with respect to certain payments of Supplemental Rent, each Base Rent, Renewal Rent, Supplemental Rent or other payment made by Sublessee hereunder shall be final and Sublessee shall not seek to recover all or any part of such payment (except for any excess payment made in manifest error) from Sublessor, Owner Participant, Indenture Trustee, or any holder or former holder of a Secured Note for any reason whatsoever.

(ii) Without limiting the generality of the foregoing, Sublessee covenants that it will remain obligated under this Sublease in accordance with the terms hereof and will not take any action to terminate (except in accordance with the express provisions hereof), rescind or avoid this Sublease for any reason whatsoever.

(iii) Sublessee agrees that it will duly perform and observe all the covenants, agreements and obligations on its part to be performed and observed under the Participation Agreement and under each of the other Operative Documents to which it is a party.

(iv) Nothing in this Section 5.2 or in any other provision of this Sublease shall preclude any separate, independent claim (other than by way of abatement or reduction of any amount at any time payable by Sublessee hereunder) by Sublessee for the breach of any representation, covenant, undertaking or agreement made herein and in any other Operative Document for the benefit of Sublessee by Sublessor or Owner Participant.

SECTION 6. IDENTIFICATION MARKS

Sublessee will cause each Unit to be kept numbered with the road number and serial number as shall be set forth in any Sublease Supplement hereto extending this Sublease to cover such Unit. Sublessee shall not allow the name of any other Person to be placed on any Unit as a designation that might be identified as a claim of ownership or any other interest therein; provided, however, that nothing herein contained shall prohibit Sublessee or its permitted sub-lessees from placing its customary colors and insignia on any Unit or from naming each Unit. Sublessee will not change the identification number of any Unit unless and until (i) a statement of a new number or numbers to be substituted therefor shall have been delivered to the Indenture Trustee and Sublessor and filed, recorded and deposited by Sublessee in all appropriate public offices, including the public offices where this Sublease, the Lessee Security Agreement, the Lease and the Indenture shall have been filed, recorded and deposited and (ii) Sublessee shall have furnished to the Indenture Trustee and Sublessor an opinion of counsel in form and substance reasonably satisfactory to the Indenture Trustee and Sublessor to the effect that such statement has been so filed, recorded and deposited, that such filing, recordation and deposit will protect Sublessor's interest in the Units, the security interests of the Indenture Trustee under the Indenture and the interests of the Owner Trustee under the Lessee Security Agreement and the Lease and that no other filing, recording, deposit or giving of notice to any Instrumentality or other Governmental Authority is necessary to protect such interests.

[LEASE SUPPLEMENT]

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, Lessor

By 
Name: Richard I. Klein
Title: Treasurer

THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL ASSOCIATION,
not in its individual capacity
but solely as Owner Trustee,
Lessee

By 
Name: J. CLONT
Title: ASSISTANT VICE PRESIDENT

[SIGNATURE PAGE]

STATE OF NEW YORK
COUNTY OF NEW YORK

SS

On this 27 day of June, 1990, before me personally appeared V. GLUNT, to me personally known, who being by me duly sworn, says that he is the ~~ASSISTANT VICE PRESIDENT~~ of THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, that said instrument was signed on behalf of said association by authority of its Board of Directors on such day, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said national banking association.

LAURE SALERNO
NOTARY PUBLIC, State of New York
No 41-4694935
Qualified in Queens County
Commission Expires March 30, 1991


Notary Public

My Commission Expires:

July 31, 1991

SEAL

[LEASE SUPPLEMENT]

SCHEDULE 1 TO
LEASE SUPPLEMENT NO. 1DESCRIPTION OF UNITS
MATERIAL HANDLING CARS

<u>EQUIPMENT TYPE</u>	<u>AMTRAK EQUIPMENT NUMBER</u>	<u>EQUIPMENT TYPE</u>	<u>AMTRAK EQUIPMENT NUMBER</u>
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