

RECORDATION NO. 23137-G  
FILED March 8, 2013 04:10 PM  
SURFACE TRANSPORTATION BOARD

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

March 8, 2013

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 an Amendment to Indenture Supplement No. 2 (Amtrak Trust 2000-SD-A), dated March 8, 2013, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Trust Indenture and Security Agreement (Amtrak 2000-SD-A) and related documents previously filed with the Board under Recordation Number 23137-A.

The names and addresses of the parties to the enclosed document are:

Trust: Amtrak 2000-SD-A Trust  
by Wilmington Trust Company  
as Owner Trustee  
Rodney Square North  
1100 North Market Street  
Wilmington, DE 19890

Indenture Trustee: Manufacturers and Traders Trust Company  
25 South Charles Street  
Baltimore, MD 21201

Chief, Section of Administration

March 8, 2013

Page 2

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

AMTK 6411 has been replaced by AMTK 34116.

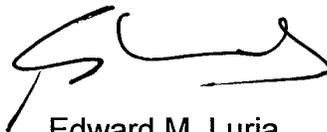
A short summary of the document to appear in the index is:

Amendment to Indenture Supplement No. 2 (Amtrak Trust 2000-SD-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. Luria', written over a horizontal line.

Edward M. Luria

EML/sem  
Enclosures

RECORDATION NO. 23137-G  
FILED March 8, 2013 04:10 PM  
SURFACE TRANSPORTATION BOARD  
AMENDMENT TO INDENTURE SUPPLEMENT NO. 2  
(AMTRAK TRUST 2000-SD-A)

**THIS AMENDMENT TO INDENTURE SUPPLEMENT NO. 2 (AMTRAK TRUST 2000-SD-A)** dated March 8, 2013 (this "**Amendment**") between **AMTRAK 2000-SD-A TRUST**, a Delaware statutory trust (the "**Trust**"), all of the activities of which shall be conducted by **WILMINGTON TRUST COMPANY**, a Delaware trust company, not in its individual capacity but solely as trustee for the Trust (the "**Owner Trustee**", which term, unless the context otherwise requires, includes the Trust), and **MANUFACTURERS AND TRADERS TRUST COMPANY**, as Indenture Trustee (the "**Indenture Trustee**"), hereby amends that certain Indenture Supplement No. 2 (Amtrak Trust 2000-SD-A) dated December 19, 2000 (the "**Indenture Supplement**") to that certain Trust Indenture and Security Agreement (Amtrak Trust 2000-SD-A) dated as of September 15, 2000 between the Owner Trustee and the Indenture Trustee (as modified, amended and supplemented to the date hereof, the "**Indenture**"); and capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Amendment have the respective meanings specified therefor in the Indenture.

**WHEREAS**, a memorandum of the Indenture was recorded with the Surface Transportation Board under Recordation No. 23137-A on September 29, 2000 at 4:32 p.m. and deposited in the office of the Registrar General of Canada pursuant to §105 of the Canada Transportation Act on September 29, 2000, at 2:16 p.m., and a memorandum of the Indenture Supplement was recorded with the Surface Transportation Board on December 19, 2000 at 12:27 p.m. and assigned Recordation No. 23137-C and deposited in the office of the Registrar General of Canada pursuant to §105 of the Canada Transportation Act on December 19, 2000 at 9:55 a.m.

**WHEREAS**, Owner Trustee and Indenture Trustee desire to replace the Unit currently subject to the Lien of the Indenture described in Schedule 1 (the "**Replaced Unit**") with the railcar described in Schedule 2 attached hereto (the "**Replacement Unit**").

**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 Amendment, Owner Trustee and Indenture Trustee agree that the references in the Indenture Supplement to the Replaced Unit described in Schedule 1 hereto shall be deleted and replaced with a reference to the Replacement Unit described in Schedule 2 hereto.

2. Owner Trustee and Indenture Trustee agree that for all purposes of the Indenture and the other Operative Documents, (a) the Replacement Unit shall be deemed to be included in the Trust Indenture Estate and be subjected to the Lien of the Indenture, and shall be deemed a "Unit" as such term is defined therein in place of the Replaced Unit; (b) the Replacement Unit shall be deemed to have the same Lessor's Cost, Rent, Casualty Value, Termination Value, Amortization and EBO Price as that of the Replaced Unit; and (c) the Replaced Unit is hereby released from the Lien of the Indenture and the Indenture is terminated with respect to the Replaced Unit.

3. Owner Trustee and Indenture Trustee hereby reaffirm all of the terms, provisions and conditions of the Indenture.

4. This Amendment 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.

5. 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), at Lessee's expense, that are required to carry out the intent and purpose of this Amendment and of the Indenture.

6. The terms of this Amendment and all rights and obligations hereunder shall be governed by the laws of the State of New York, without reference to rules governing conflicts of law.

[Amendment to Indenture Supplement No. 2 (Amtrak Trust 2000-SD-A)]

**IN WITNESS WHEREOF**, the parties have caused this Amendment to Indenture Supplement No. 2 to be duly executed by their respective duly authorized officers as of the date first set forth above.

**AMTRAK 2000-SD-A TRUST**

By: Wilmington Trust Company, not in its individual capacity, but solely as Owner Trustee

By: 

Name: Melinda Morales

Title: Financial Services Officer

**MANUFACTURERS AND TRADERS TRUST COMPANY, as Indenture Trustee**

By: \_\_\_\_\_

Name:

Title:

[Amendment to Indenture Supplement No. 2 (Amtrak Trust 2000-SD-A)]

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

On this 6<sup>th</sup> day of March, 2013 before me personally appeared Melinda Morales 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.

Ramona L. Ringgold  
Notary Public

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

RAMONA L. RINGGOLD  
NOTARY PUBLIC  
STATE OF DELAWARE  
My Commission Expires 10-06-2013



IN WITNESS WHEREOF, the parties have caused this Amendment to Indenture Supplement No. 2 to be duly executed by their respective duly authorized officers as of the date first set forth above.

**AMTRAK 2000-SD-A TRUST**

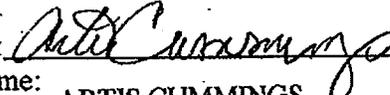
By: Wilmington Trust Company, not in its individual capacity, but solely as Owner Trustee

By: \_\_\_\_\_

Name:

Title:

**MANUFACTURERS AND TRADERS TRUST COMPANY, as Indenture Trustee**

By:  \_\_\_\_\_

Name:

Title:

ARTIS CUMMINGS

BANKING OFFICER

STATE OF MARYLAND            )  
  ) SS.  
CITY OF BALTIMORE            )

On this 7<sup>th</sup> day of March, 2013, before me personally appeared Artis Cummings, to me personally known, who, being by me duly sworn, says that he/she is the Banking Officer of **MANUFACTURERS AND TRADERS TRUST COMPANY**, that the forgoing instrument was signed on behalf of said company by the 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 company.

Deborah Swyts-Bailg  
Notary Public

My commission expires:

April 4, 2014



SCHEDULE 1  
TO AMENDMENT TO INDENTURE SUPPLEMENT NO. 2

DESCRIPTION OF REPLACED UNIT

<b>Description</b>	<b>Amtrak Equipment Number</b>
One (1) Alstom Transportation Inc. Surfliner Coach Car	6411

SCHEDULE 2  
TO AMENDMENT TO INDENTURE SUPPLEMENT NO. 2

DESCRIPTION OF REPLACEMENT UNIT

<b>Description</b>	<b>Amtrak Equipment Number</b>
One (1) Superliner II Railcar	34116

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: 5/8/13

Edward M Luria  
Edward M. Luria