

RECORDATION NO. 22949 FILED

OCT 03 '11 -11 45 AM

SURFACE TRANSPORTATION BOARD

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

October 3, 2011

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 2 (Amtrak Trust 2000-A), dated September 30, 2011, a secondary document as defined in the Board's Rules for the Recordation of Documents

The enclosed document relates to the Memorandum of Lease of Railroad Equipment (Amtrak 2000-A) previously filed with the Board under Recordation Number 22949

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

Lessee	National Railroad Passenger Corporation 10 G Street, NE Washington, DC 20002
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Owner Trustee	Wilmington Trust Company 1100 North Market Street Wilmington, Delaware 19890
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Chief, Section of Administration  
October 3, 2011  
Page 2

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

1 Superliner I Coach AMTK 31000 replaces Superliner I Coach AMTK  
34033.

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

Lease Supplement No 2 (Amtrak Trust 2000-A)

Also enclosed is a check in the amount of \$41 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,



Edward M. Luria

EML/bhs  
Enclosures

SEP 30 2011 11 45 AM

LEASE SUPPLEMENT NO. 2  
(AMTRAK TRUST 2000-A)

SURFACE TRANSPORTATION BOARD

LEASE SUPPLEMENT NO. 2 dated September 30, 2011 (this "*Lease Supplement*") between WILMINGTON TRUST COMPANY, a Delaware trust company, not in its individual capacity but solely as Owner Trustee under the Trust Agreement (Amtrak Trust 2000-A) dated as of June 13, 2000 ("*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 ("*Lessee*").

WHEREAS, Lessor and Lessee entered into that certain (i) Lease of Railroad Equipment (Amtrak Trust 2000-A) dated as of June 13, 2000, and that certain Lease Supplement No. 1 (Amtrak Trust 2000-A), dated June 13, 2000, a memorandum of which documents were recorded with the Surface Transportation Board under Recordation No. 22949-A on June 13, 2000 at 12 12 p.m. and deposited in the office of the Registrar General of Canada pursuant to §105 of the Canada Transportation Act on June 13, 2000 at 3.00 p.m. (as modified, amended and supplemented to the date hereof, the "*Lease*"; and 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 the Lease).

WHEREAS Lessee and Lessor desire to substitute the Unit currently subject to the Lease described in Schedule 1 (the "*Replaced Unit*") with the Unit described in Schedule 2 attached hereto (the "*Replacement Unit*").

NOW, THEREFORE, in consideration of the promises and other good and sufficient consideration, the parties hereto hereby agree as follows:

1 By the execution and delivery of this Lease Supplement, Lessor and Lessee agree that (a) Lessor hereby leases the Replacement Unit to Lessee on an "as-is, where-is and with all faults" basis, without recourse, representation or warranty of any kind whatsoever, including, without limitation, any representation or warranty as to the title, value, quality, durability, compliance with specifications, condition, design, operation, merchantability, fitness or suitability of the Replacement Unit or any part or component thereof for any particular use or purpose, or any other representation or warranty of any kind whatsoever, expressed or implied, with respect to the Replacement Unit or any part or component thereof, except as to the absence of all Lessor's Liens; (b) for all purposes of the Lease and the other Operative Documents, each Replacement Unit shall be deemed part of the property leased thereunder and shall be deemed a "Unit" as such term is defined therein in place of the Replaced Unit; (c) the Replacement Unit shall be deemed to have the same Equipment Cost, Rent, and Casualty Value as that of the Replaced Unit, and (d) the Replaced Unit is hereby released from the Lease.

2 Lessee and Lessor hereby reaffirm all of the terms, provisions and conditions of the Lease

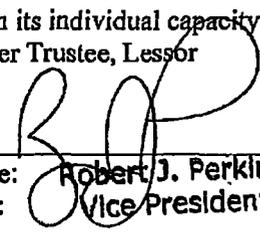
3. This Lease Supplement may be executed in several counterparts (or upon separate signature pages bound together into one or more counterparts), such counterparts together constituting but one and the same instrument.

4. Each of the parties hereto hereby authorizes (and Lessor and Lessee acknowledge that the Lender has authorized) 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 Lease Supplement and 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: Robert J. Perkins  
Title: Vice President

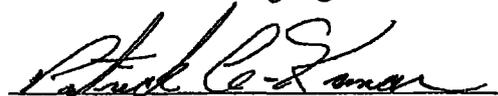
NATIONAL RAILROAD PASSENGER  
CORPORATION, Lessee

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

Name: Dale M. Stein  
Title: Treasurer

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

On this 29 day of September, 2011 before me personally appeared Robert J. Perkins, to me personally known, who, being by me duly sworn, says that he/she is the Vice President 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.



Notary Public

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

**PATRICK A. KANAR**  
Notary Public - State of Delaware  
My Comm. Expires April 6, 2012



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

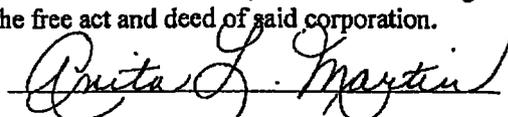
By: \_\_\_\_\_  
Name:  
Title:

NATIONAL RAILROAD PASSENGER  
CORPORATION, Lessee

By: Dale M. Stein  
Name: Dale M. Stein  
Title: Treasurer

DISTRICT OF COLUMBIA     )  
  ) ss.:  
  )

On this 30th day of September, 2011 before me personally appeared DALE M. STEIN, to me personally known, who being by me duly sworn, says that he 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 acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: April 14, 2012

SCHEDULE 1 TO  
LEASE SUPPLEMENT NO. 2

**DESCRIPTION OF REPLACED UNIT**

<b>Description</b>	<b>Amtrak Equipment Number</b>
Superliner I Coach	34033

SCHEDULE 2 TO  
LEASE SUPPLEMENT NO. 2

DESCRIPTION OF REPLACEMENT UNIT

<u>Description</u>	<u>Amtrak Equipment Number</u>
Superliner I Coach	31000

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 October 3, 2011

Edward M Luria  
Edward M Luria