

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

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.

SUITE 301
WASHINGTON, D.C.
20036

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

(202) 393-2266
FAX (202) 393-2156
E-MAIL alvordlaw@aol.com

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 Lease 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 Lease of Railroad Equipment (Amtrak Trust 2000-SD-A) and related documents previously filed with the Board under Recordation Number 23137.

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

Lessee: National Railroad Passenger Corporation
10 G Street, NE
Washington, DC 20002

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

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AMTK 6411 has been replaced by AMTK 34116.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 Lease 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 be 'EML', written in a cursive style.

Edward M. Luria

EML/sem
Enclosures

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

THIS AMENDMENT TO LEASE 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 Owner Trustee ("**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**") amends that certain Lease Supplement No. 2 (Amtrak Trust 2000-SD-A), dated December 19, 2000 (the "**Lease Supplement**") to that certain Lease of Railroad Equipment (Amtrak Trust 2000-SD-A) dated as of September 15, 2000, in each case, between Lessor and Lessee (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 Amendment have the respective meanings specified therefor in the Lease.

WHEREAS, a memorandum of the Lease was recorded with the Surface Transportation Board under Recordation No. 23137 on September 29, 2000 at 4:18 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 2:15 p.m., and a memorandum of the Lease Supplement was recorded with the Surface Transportation Board on December 19, 2000 at 12:26 p.m. and assigned Recordation No. 23137-B and deposited in the office of the Registrar General of Canada pursuant to §105 of the Canada Transportation Act on December 19, 2000 at 9:54 a.m.

WHEREAS, Lessee and Lessor desire to replace the Unit currently subject to the Lease 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 promises and other good and sufficient consideration, the parties hereto hereby agree as follows:

1. By the execution and delivery of this Amendment, Lessor and Lessee agree that all references in the Lease 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. Lessor hereby leases the Replacement Unit to Lessee under the Lease, and Lessee hereby leases the Replacement Unit from Lessor under the Lease, 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.

3. Lessor and Lessee agree (a) for all purposes of the Lease and the other Operative Documents, the 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; (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 Lease.

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

5. 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. To the extent, if any, that this Amendment 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 Amendment may be created through the transfer or possession of any counterpart of this Amendment other than the original executed counterpart No. 1 hereof which shall be identified as the counterpart containing the receipt therefor executed by Manufacturers and Traders Trust Company, as Indenture Trustee on or immediately following the signature page hereof.

6. Lessee hereby represents and warrants to Lessor that, effective on the date hereof, the Unit described in Schedule 2 hereto has been delivered to Lessee, has been duly accepted by Lessee and that said Schedule 2 contains a correct and complete description of said Unit sufficient for the purpose of the Lease.

7. 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 Lease.

8. The terms of this Amendment and all rights and obligations hereunder shall be governed by the laws of the District of Columbia, without regard to conflicts or choice of laws provisions, provided, that the parties shall be entitled to all rights conferred by Section 11301 of the Act.

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

IN WITNESS WHEREOF, the parties have caused this Amendment to Lease Supplement No. 2 (Amtrak Trust 2000-SD-A) 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, as Lessor

By:  _____

Name: Melinda Morales
Title: Financial Services Officer

NATIONAL RAILROAD PASSENGER CORPORATION, Lessee

By: _____

Name: Dale M. Stein
Title: Treasurer

CONSENTED TO BY:

MANUFACTURERS AND TRADERS TRUST COMPANY, as Indenture Trustee

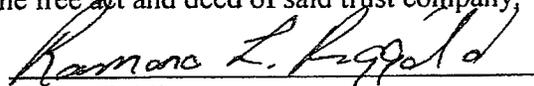
By: _____

Name:
Title:

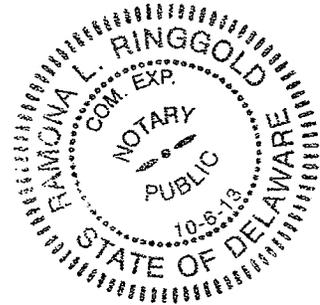
[Amendment to Lease Supplement No. 2 (Amtrak Trust 2000-SD-A)]

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

On this 6th 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,


Notary Public

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



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

IN WITNESS WHEREOF, the parties have caused this Amendment to Lease Supplement No. 2 (Amtrak Trust 2000-SD-A) 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, as Lessor

By: _____
Name:
Title:

NATIONAL RAILROAD PASSENGER CORPORATION, Lessee

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

CONSENTED TO BY:

MANUFACTURERS AND TRADERS TRUST COMPANY, as Indenture Trustee

By: _____
Name:
Title:

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

DISTRICT OF COLUMBIA)
) ss.
)

On this 7th day of March, 2013 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: 2-28-17.



IN WITNESS WHEREOF, the parties have caused this Amendment to Lease Supplement No. 2 (Amtrak Trust 2000-SD-A) 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, as Lessor

By: _____
Name:
Title:

NATIONAL RAILROAD PASSENGER CORPORATION, Lessee

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

CONSENTED TO BY:

MANUFACTURERS AND TRADERS TRUST COMPANY, as Indenture Trustee

By: *Arnis C. Cunningham*
Name: *Arnis Cunningham*
Title: *BANKING OFFICER*

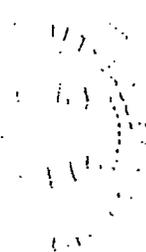
STATE OF MARYLAND)
) SS.
CITY OF BALTIMORE)

On this 7th 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 Swift-Sandley
Notary Public

My commission expires:

April 4, 2014



SCHEDULE 1
TO AMENDMENT TO LEASE SUPPLEMENT NO. 2

DESCRIPTION OF REPLACED UNIT

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

SCHEDULE 2
TO AMENDMENT TO LEASE SUPPLEMENT NO. 2

DESCRIPTION OF REPLACEMENT UNIT

Description	Amtrak Equipment Number
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