

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

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FILED 1425

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

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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.

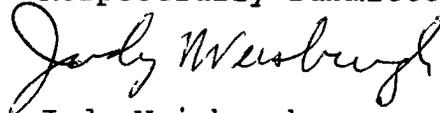
6. Cure Rights Agreement between the Connecticut Bank and Trust Company, National Association, One Constitution Plaza,

Hartford, Connecticut 06115 as owner trustee, sublessor, and
Ms. Noretta R. McGee
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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

RECORDATION NO. 16917 - A FILED 1425

[EXECUTION COPY]

JUN 29 1990 - 12 50 PM

INTERSTATE COMMERCE COMMISSION

LESSEE SECURITY AGREEMENT (MORTGAGE)

Dated as of May 30, 1990

by and between

NATIONAL RAILROAD PASSENGER CORPORATION

and

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

SEVENTY (70) HIGH-SPEED MATERIAL
HANDLING RAILCARS

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SIGNATURE PAGE

EXHIBIT A - FORM OF LESSEE SECURITY AGREEMENT SUPPLEMENT

LESSEE SECURITY AGREEMENT

THIS LESSEE SECURITY AGREEMENT 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 ("Amtrak"), and THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, not in its individual capacity but solely as Owner Trustee ("Owner Trustee").

W I T N E S S E T H :

Section 1. Definitions. Capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Lessee Security Agreement have the respective meanings specified therefor in Annex A to that certain Sublease of Railroad Equipment dated as 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 expressly provided in the Operative Documents.

Section 2. Rules of Interpretations. The following rules apply to this Agreement:

(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;

[LESSEE SECURITY AGREEMENT]

(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 Agreement;

(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 Agreement.

Section 3. Grant of Security Interest. As security for the performance by Amtrak of its obligations under the Lease, the Sublease and each other Operative Document to which it is a party, including its obligation to transfer title to Units pursuant to Section 6.4 of the Lease and its obligation under Section 6.6 of the Lease to pay liquidated damages upon any failure to so transfer title, Amtrak hereby grants, conveys and sets over to Owner Trustee, effective upon the execution and delivery by Amtrak of a Lessee Security Agreement Supplement describing such Units in accordance with Section 5, a security interest in all of Amtrak's right, title and interest in, whether now owned or held or hereafter acquired, and to the Units and the lease thereof pursuant to the Lease but, in the case of the Units, such security interest shall be subject and subordinate to the Lease. The security interest of Owner Trustee under this Section 3 in and to the Equipment and the Lease is subject and subordinate to the rights of Indenture Trustee under the Indenture. Notwithstanding anything to the contrary herein, Owner Trustee may not pursue a remedy hereunder prior to the time that Indenture Trustee shall pursue a remedy under the Indenture (so long as the Indenture shall be in effect).

TO HAVE AND TO HOLD such rights and interests unto Owner Trustee forever, subject to the terms and conditions set forth in this Lessee Security Agreement.

Section 4. Amtrak Consent to Assignment. Amtrak consents to the assignment by Owner Trustee of certain of the rights of Owner Trustee hereunder to Indenture Trustee under the Indenture, as and to the extent provided thereunder.

[LESSEE SECURITY AGREEMENT]

Section 5. Lessee Security Agreement Supplement. After the execution and delivery of a Lease Supplement by Lessor and Lessee, Amtrak and Owner Trustee shall execute and deliver a Lessee Security Agreement Supplement substantially in the form of Exhibit A hereto for the purpose of confirming or completing the description of the security interest in and to the Equipment created hereunder.

Section 6. Use of Equipment. Notwithstanding the provisions of Section 3, so long as the terms, provisions, and conditions of this Lessee Security Agreement, the Lease and the Sublease shall be kept, observed and performed by or on behalf of Amtrak, Amtrak shall have the right at all times to use the Equipment in lawful conduct of its business and otherwise to exercise all of the rights of Lessor under the Lease and of Sublessee under the Sublease subject, however, to the terms and conditions of the Lease and the Sublease.

Section 7. Additions and Replacements. It is agreed and understood that all additions and all replacements made to any Unit shall constitute accessions to the Equipment and shall be subject to all the terms and conditions of this Lessee Security Agreement and shall be included in the term "Equipment" as used in this Lessee Security Agreement.

Section 8. Default. (i) If Amtrak fails to perform any of its obligations under the Lease or if an Event of Default is continuing under the Sublease, Amtrak shall be in default hereunder. In the event of a default hereunder, in addition to any other remedies available, Owner Trustee may, upon written notice to Amtrak, take or cause to be taken, by its agent or agents, immediate possession of the Equipment in accordance with Section 14 of the Sublease (whether or not the Sublease shall then be in full force and effect). If Owner Trustee shall demand possession of the Equipment, Amtrak shall, at its own cost and expense, forthwith deliver the Equipment, or cause it to be delivered, to Owner Trustee or Owner Trustee's agent in the manner provided in Section 14 of the Sublease (whether or not the Sublease shall then be in effect). If Owner Trustee elects to sell the Equipment, Amtrak shall be given written notice of such proposed sale not less than ten (10) days prior thereto. If, after applying sums of money realized by Owner Trustee from the sale of the Equipment, there shall remain any amount due Owner Trustee by Amtrak under the Lease or the Sublease, Amtrak shall pay the amount of such deficiency to Owner Trustee upon demand, and, if Amtrak shall fail to pay such deficiency, Owner Trustee may bring suit therefor against Amtrak.

[LESSEE SECURITY AGREEMENT]

(ii) Each and every right, power and remedy herein specifically given to Owner Trustee under this Lessee Security Agreement shall be cumulative and shall be in addition to every other right, power and remedy herein specifically given or now or hereafter existing at law, in equity or by statute, and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by Owner Trustee, and the exercise or the beginning of the exercise of any power or remedy shall not be construed to be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy. No delay or omission by Owner Trustee in the exercise of any right, remedy or power or in the pursuance of any remedy shall impair any such right, power or remedy or be construed to be a waiver of any default on the part of Amtrak or to be an acquiescence therein.

Section 9. Further Assurances. Amtrak further agrees that, at its expense, it will at any time, and from time to time hereafter, upon request of Owner Trustee, make, do, execute, deliver, and perform all such further acts as shall be reasonably required to effect the intent of this Lessee Security Agreement, and to perfect and continue the perfection of the security interest granted herein, and to secure and confirm to Owner Trustee or Owner Trustee's successors and assigns all of the security and rights, hereinbefore described, and intended to be assigned as collateral security, so as to render the same whether now or hereafter possessed, subject to the terms and provisions of this Lessee Security Agreement.

Section 10. Termination. This Lessee Security Agreement shall terminate with respect to a Unit when the Lease and the Sublease terminate with respect thereto (except for a termination caused by an Event of Default under the Sublease), including upon the acquisition by Amtrak of the Leasehold Interest with respect to such Unit pursuant to any provision of the Sublease, other than Section 13 of the Sublease. Owner Trustee, if so requested by Amtrak, will (at the sole cost and expense of Amtrak) execute and deliver for filing or recording in all necessary public offices such instrument or instruments in writing as may be necessary or appropriate in order to make clear upon the public records the termination of this Lessee Security Agreement with respect to a Unit.

[LESSEE SECURITY AGREEMENT]

Section 11. Amendments. This Lessee Security Agreement may be amended only by a consent in writing signed by Amtrak and Owner Trustee and shall specifically refer to itself as an amendment hereto.

Section 12. Governing Law. The terms of this Lessee Security Agreement 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 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 13. Execution in Counterparts. This Lessee Security Agreement 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.

[LESSEE SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned, duly authorized officers of the parties hereto, have executed this Lessee Security Agreement by signing it as of the date hereof.

NATIONAL RAILROAD PASSENGER
CORPORATION

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

By 
Name: **V. GLUNT**
Title: ASSISTANT VICE PRESIDENT

[SIGNATURE PAGE]

[LESSEE SECURITY AGREEMENT]

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
Qualified in Queens County
Commission Expires ~~March 30, 1991~~

July 31, 1991

[LESSEE SECURITY AGREEMENT SUPPLEMENT]

Exhibit A to
Lessee Security Agreement

LESSEE SECURITY AGREEMENT SUPPLEMENT NO. _____

THIS LESSEE SECURITY AGREEMENT SUPPLEMENT NO. _____ dated as of _____, 19__ between NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia ("Amtrak"), and THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, not in its individual capacity but solely as Owner Trustee ("Owner Trustee").

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 Lessee Security Agreement Supplement No. _____ 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 rules of interpretation set forth in Section 2 of the Lessee Security Agreement are hereby incorporated herein by reference.

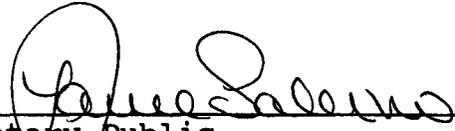
3. Amtrak and Owner Trustee have heretofore entered into the Lessee Security Agreement, which Lessee Security Agreement provides for the execution and delivery from time to time of Lessee Security Agreement Supplements substantially in the form hereof for the purpose of confirming or completing the description of the security interest in one or more Units created under the Lessee Security Agreement.

4. The Units covered by this Lessee Security Agreement Supplement are described in Schedule 1 attached hereto.

[LESSEE SECURITY AGREEMENT]

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

On this 11th day of June, 1990 before me personally appeared V. FLORIO, 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.



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, 1991~~

July 31, 1991

[LESSEE SECURITY AGREEMENT SUPPLEMENT]

5. By the execution and delivery of this Lessee Security Agreement Supplement, Amtrak and Owner Trustee reaffirm all of the terms, provisions and conditions of the Lessee Security Agreement.

6. This Lessee Security Agreement 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.

[LESSEE SECURITY AGREEMENT SUPPLEMENT]

IN WITNESS WHEREOF, the parties have caused this Lessee Security Agreement Supplement to be duly executed by their respective duly authorized officers as of the date first set forth above.

NATIONAL RAILROAD PASSENGER
CORPORATION

By _____
Name:
Title:

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

By _____
Name:
Title:

[SIGNATURE PAGE]

[LESSEE SECURITY AGREEMENT SUPPLEMENT]

_____))
_____)) ss
_____))

On this ____ day of _____, 19__ before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is the _____ 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.

Notary Public

My Commission Expires: _____

SEAL

[LESSEE SECURITY AGREEMENT SUPPLEMENT]

_____)
_____) ss
_____)

On this ____ day of _____, 19__ before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is the _____ 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: _____

SEAL

[LESSEE SECURITY AGREEMENT SUPPLEMENT]

SCHEDULE 1 TO
LESSEE SECURITY AGREEMENT 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
MATERIAL HANDLING CAR	1501	MATERIAL HANDLING CAR	1536
MATERIAL HANDLING CAR	1502	MATERIAL HANDLING CAR	1537
MATERIAL HANDLING CAR	1503	MATERIAL HANDLING CAR	1538
MATERIAL HANDLING CAR	1504	MATERIAL HANDLING CAR	1539
MATERIAL HANDLING CAR	1505	MATERIAL HANDLING CAR	1540
MATERIAL HANDLING CAR	1506	MATERIAL HANDLING CAR	1541
MATERIAL HANDLING CAR	1507	MATERIAL HANDLING CAR	1542
MATERIAL HANDLING CAR	1508	MATERIAL HANDLING CAR	1543
MATERIAL HANDLING CAR	1509	MATERIAL HANDLING CAR	1544
MATERIAL HANDLING CAR	1510	MATERIAL HANDLING CAR	1545
MATERIAL HANDLING CAR	1511	MATERIAL HANDLING CAR	1546
MATERIAL HANDLING CAR	1512	MATERIAL HANDLING CAR	1547
MATERIAL HANDLING CAR	1513	MATERIAL HANDLING CAR	1548
MATERIAL HANDLING CAR	1514	MATERIAL HANDLING CAR	1549
MATERIAL HANDLING CAR	1515	MATERIAL HANDLING CAR	1550
MATERIAL HANDLING CAR	1516	MATERIAL HANDLING CAR	1551
MATERIAL HANDLING CAR	1517	MATERIAL HANDLING CAR	1552
MATERIAL HANDLING CAR	1518	MATERIAL HANDLING CAR	1553
MATERIAL HANDLING CAR	1519	MATERIAL HANDLING CAR	1554
MATERIAL HANDLING CAR	1520	MATERIAL HANDLING CAR	1555
MATERIAL HANDLING CAR	1521	MATERIAL HANDLING CAR	1556
MATERIAL HANDLING CAR	1522	MATERIAL HANDLING CAR	1557
MATERIAL HANDLING CAR	1523	MATERIAL HANDLING CAR	1558
MATERIAL HANDLING CAR	1524	MATERIAL HANDLING CAR	1559
MATERIAL HANDLING CAR	1525	MATERIAL HANDLING CAR	1560
MATERIAL HANDLING CAR	1526	MATERIAL HANDLING CAR	1561
MATERIAL HANDLING CAR	1527	MATERIAL HANDLING CAR	1562
MATERIAL HANDLING CAR	1528	MATERIAL HANDLING CAR	1563
MATERIAL HANDLING CAR	1529	MATERIAL HANDLING CAR	1564
MATERIAL HANDLING CAR	1530	MATERIAL HANDLING CAR	1565
MATERIAL HANDLING CAR	1531	MATERIAL HANDLING CAR	1566
MATERIAL HANDLING CAR	1532	MATERIAL HANDLING CAR	1567
MATERIAL HANDLING CAR	1533	MATERIAL HANDLING CAR	1568
MATERIAL HANDLING CAR	1534	MATERIAL HANDLING CAR	1569

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INTERSTATE COMMERCE COMMISSION

[LESSEE SECURITY AGREEMENT SUPPLEMENT]

LESSEE SECURITY AGREEMENT SUPPLEMENT NO. 1

THIS LESSEE SECURITY AGREEMENT SUPPLEMENT NO. 1 dated as of July 3, 1990 between NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia ("Amtrak"), and THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, not in its individual capacity but solely as Owner Trustee ("Owner Trustee").

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 Lessee Security Agreement Supplement No. 1 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 rules of interpretation set forth in Section 2 of the Lessee Security Agreement are hereby incorporated herein by reference.

3. Amtrak and Owner Trustee have heretofore entered into the Lessee Security Agreement, which Lessee Security Agreement provides for the execution and delivery from time to time of Lessee Security Agreement Supplements substantially in the form hereof for the purpose of confirming or completing the description of the security interest in one or more Units created under the Lessee Security Agreement.

4. The Units covered by this Lessee Security Agreement Supplement are described in Schedule 1 attached hereto.

5. By the execution and delivery of this Lessee Security Agreement Supplement, Amtrak and Owner Trustee

[LESSEE SECURITY AGREEMENT SUPPLEMENT]

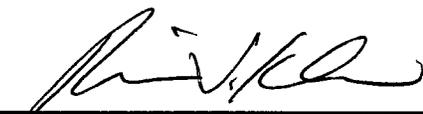
reaffirm all of the terms, provisions and conditions of the Lessee Security Agreement.

6. This Lessee Security Agreement 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.

[LESSEE SECURITY AGREEMENT SUPPLEMENT]

IN WITNESS WHEREOF, the parties have caused this Lessee Security Agreement Supplement to be duly executed by their respective duly authorized officers as of the date first set forth above.

NATIONAL RAILROAD PASSENGER
CORPORATION

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

By 
Name: **V. GLUNT**
Title: ASSISTANT VICE PRESIDENT

[SIGNATURE PAGE]

[LESSEE SECURITY AGREEMENT SUPPLEMENT]

SCHEDULE 1 TO
LESSEE SECURITY AGREEMENT SUPPLEMENT NO. 1

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
MATERIAL HANDLING CAR	1501	MATERIAL HANDLING CAR	1536
MATERIAL HANDLING CAR	1502	MATERIAL HANDLING CAR	1537
MATERIAL HANDLING CAR	1503	MATERIAL HANDLING CAR	1538
MATERIAL HANDLING CAR	1504	MATERIAL HANDLING CAR	1539
MATERIAL HANDLING CAR	1505	MATERIAL HANDLING CAR	1540
MATERIAL HANDLING CAR	1506	MATERIAL HANDLING CAR	1541
MATERIAL HANDLING CAR	1507	MATERIAL HANDLING CAR	1542
MATERIAL HANDLING CAR	1508	MATERIAL HANDLING CAR	1543
MATERIAL HANDLING CAR	1509	MATERIAL HANDLING CAR	1544
MATERIAL HANDLING CAR	1510	MATERIAL HANDLING CAR	1545
MATERIAL HANDLING CAR	1511	MATERIAL HANDLING CAR	1546
MATERIAL HANDLING CAR	1512	MATERIAL HANDLING CAR	1547
MATERIAL HANDLING CAR	1513	MATERIAL HANDLING CAR	1548
MATERIAL HANDLING CAR	1514	MATERIAL HANDLING CAR	1549
MATERIAL HANDLING CAR	1515	MATERIAL HANDLING CAR	1550
MATERIAL HANDLING CAR	1516	MATERIAL HANDLING CAR	1551
MATERIAL HANDLING CAR	1517	MATERIAL HANDLING CAR	1552
MATERIAL HANDLING CAR	1518	MATERIAL HANDLING CAR	1553
MATERIAL HANDLING CAR	1519	MATERIAL HANDLING CAR	1554
MATERIAL HANDLING CAR	1520	MATERIAL HANDLING CAR	1555
MATERIAL HANDLING CAR	1521	MATERIAL HANDLING CAR	1556
MATERIAL HANDLING CAR	1522	MATERIAL HANDLING CAR	1557
MATERIAL HANDLING CAR	1523	MATERIAL HANDLING CAR	1558
MATERIAL HANDLING CAR	1524	MATERIAL HANDLING CAR	1559
MATERIAL HANDLING CAR	1525	MATERIAL HANDLING CAR	1560
MATERIAL HANDLING CAR	1526	MATERIAL HANDLING CAR	1561
MATERIAL HANDLING CAR	1527	MATERIAL HANDLING CAR	1562
MATERIAL HANDLING CAR	1528	MATERIAL HANDLING CAR	1563
MATERIAL HANDLING CAR	1529	MATERIAL HANDLING CAR	1564
MATERIAL HANDLING CAR	1530	MATERIAL HANDLING CAR	1565
MATERIAL HANDLING CAR	1531	MATERIAL HANDLING CAR	1566
MATERIAL HANDLING CAR	1532	MATERIAL HANDLING CAR	1567
MATERIAL HANDLING CAR	1533	MATERIAL HANDLING CAR	1568
MATERIAL HANDLING CAR	1534	MATERIAL HANDLING CAR	1569