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MAR 9 1991 National Railroad Passenger Corporation, 60 Massachusetts Avenue, N.E., Washington, D.C. 20002 Telephone (202) 906-3000

INTERSTATE COMMERCE COMMISSION

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INTERSTATE COMMERCE COMMISSION

Ms. Noretta R. McGee  
Secretary  
Interstate Commerce Commission  
12th Street and Constitution Avenue, N.W.  
Washington, DC 20423

1-074A025

MAR 15 1991 -1 55 PM

Dear Ms. McGee:

INTERSTATE COMMERCE COMMISSION

I have enclosed three originals of the documents described below to be recorded pursuant to Section 11303 of Title 49 of the United States Code. These documents are:

- 1. Lease Supplement No. 2 dated as of March 12, 1991, a secondary document which supplements the Lease of Railroad Equipment dated as of May 30, 1990. - 16917
- 2. Sublease Supplement No. 2 dated as of March 12, 1991, a secondary document which supplements the Sublease of Railroad Equipment dated as of May 30, 1990. - 16917
- 3. Trust Indenture Supplement Nos. 3 and 4, dated as of March 12, 1991, secondary documents which supplement the Trust Indenture and Security Agreement (Mortgage) (the "Trust Indenture") dated as of May 30, 1990. - 16917
- 4. Lessee Security Agreement Supplement No. 2 dated as of March 12, 1991, a secondary document which supplements the Lessee Security Agreement (Mortgage) (the "Lessee Security Agreement"), dated as of May 30, 1990. - 16917
- 5. Release of Lien from the Trust Indenture, dated as of March 12, 1990, a secondary document which releases a lien established under the Trust Indenture.
- 6. Release of Lien on the Leasehold Security Interest from the Indenture, dated as of March 12, 1990, a secondary document which releases a lien established under the Lessee Security Agreement.

Amtrak requests that all of the documents listed herein, whether primary or secondary, be filed under Recordation No. 16917.

*David J. [Signature]*

Ms. Noretta R. McGee  
Interstate Commerce Commission  
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The parties to the above-listed documents include the following:

1. Lease Supplement No. 2: National Railroad Passenger Corporation ("Amtrak") as lessor and The New Connecticut Bank and Trust Company, National Association, successor to The Connecticut Bank and Trust Company, as Owner Trustee ("Owner Trustee").
2. Sublease Supplement No. 2: Owner Trustee as sublessor and Amtrak as Sublessee.
3. Trust Indenture Supplement Nos. 3 and 4: Owner Trustee as mortgagor, Amtrak as consenting party to the Trust Indenture, and Meridian Trust Company ("Indenture Trustee") as mortgagee.
4. Lessee Security Agreement Supplement No. 2: Amtrak as consenting party to the Lessee Security Agreement and Owner Trustee.
5. Release of Lien from the Trust Indenture: Indenture Trustee.
6. Release of Lien on the Leasehold Security Interest from the Indenture: Owner Trustee.

The addresses of the parties are:

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

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

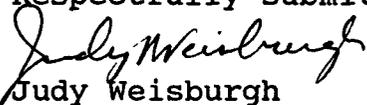
National Railroad Passenger Corporation  
60 Massachusetts Avenue, N.E.  
Washington, D.C. 20002  
Attention: Corporate Secretary

The documents listed above are for the purpose of releasing Material Handling Car #1551 and adding Material Handling Car #1473 to the Lease, Sublease, Trust Indenture, Lessee Security Agreement, Lien of the Trust Indenture and Leasehold Security Interest to the Trust Indenture, in accordance to Section 7.2 of the Sublease dated May 30, 1990.

Ms. Noretta R. McGee  
Interstate Commerce Commission  
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A fee of \$105 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.

The undersigned is one of the attorneys for Amtrak.

Respectfully submitted,  
  
Judy Weisburgh  
Associate General Counsel

**Interstate Commerce Commission**  
Washington, D.C. 20423

3/15/91

OFFICE OF THE SECRETARY

Judy Weisburgh

Associate General Counsel

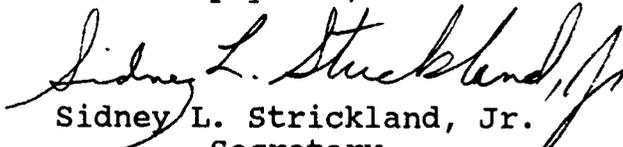
Amtrak

Washington, D.C. 20002

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3/15/91 at 1:55pm, and assigned recordation number(s). 16917-F, 16917-G, 16917-H, 16917-I, 16917-J, 16917-K & 16917-L

Sincerely yours,

  
Sidney L. Strickland, Jr.  
Secretary

MAR 15 1991 - 1 55 PM

INTERSTATE COMMERCE COMMISSION

## LEASE SUPPLEMENT NO. 2

THIS LEASE SUPPLEMENT NO. 2 dated as of March 12, 1991 (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 NEW CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, as successor to The Connecticut Bank and Trust Company, National 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:

WHEREAS, Lessor and Lessee have heretofore entered into the Lease, which Lease provides for the execution and delivery from time to time of Lease Supplements substantially in the form hereof for the purpose of describing the units of Equipment which are subject to the terms and conditions of the Lease; and

WHEREAS, the Lease was duly recorded with the ICC on June 29, 1990 as Recordation No. 16917; and

WHEREAS, on January 9, 1991, Lessee informed Lessor that one unit under the Lease, Material Handling Car #1551 sustained damage in a Casualty Occurrence on December 12, 1990 and is considered irreparably damaged; and

WHEREAS, in that January 9, 1991 letter, Lessee further advised that it intended to proceed in accordance with Section 7.2 of the Sublease and substitute a replacement unit under the Sublease thereby subjecting such unit to the terms and conditions under the Lease; and

WHEREAS, the parties intend that Material Handling Car #1551 be released from the Lease and the Replacement Unit described below be subject to the Lease; and

WHEREAS, The Connecticut Bank and Trust Company, National Association, has been succeeded by The New Connecticut Bank and Trust Company, National Association.

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

1. Capitalized terms and phrases used and not otherwise defined hereby 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. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as hereby supplemented, Material Handling Car, Amtrak Equipment Number 1473 (the "Replacement Unit"), which unit is being delivered in substitution of Material Handling Car #1551.

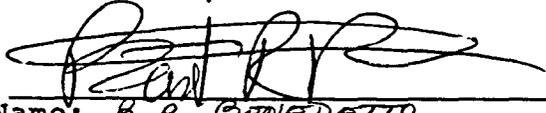
3. By the execution and delivery of this Lease Supplement, Lessee and Lessor reaffirm all of the terms, provisions and conditions of the Lease, and such terms, provisions and conditions are hereby incorporated by reference in this Lease Supplement on and as of the date of this Lease Supplement, to the same extent as if fully set forth herein.

4. 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 New 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.

[\*] 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 NEW 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 12th day of March, 1991.

THE NEW CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, as successor to The Connecticut Bank and Trust Company, National Association, as Owner Trustee

By   
Name: B R BENEDETTO  
Title: V.P.

[\*\*] Receipt of this original counterpart No. 1 of the foregoing Lease Supplement is hereby acknowledged this 12th day of March, 1991.

MERIDIAN TRUST COMPANY,  
as Indenture Trustee

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

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[\*] This legend and receipt appear only in original counterpart No. 1 of this Lease Supplement.

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[\*] 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 NEW 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 12th day of March, 1991.

THE NEW CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, as successor to 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 12th day of March, 1991.

MERIDIAN TRUST COMPANY,  
as Indenture Trustee

By:   
Name: JAY T. BAUER  
Title: ACCOUNT OFFICER

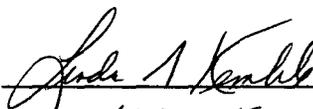
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[\*] This legend and receipt appear only in original counterpart No. 1 of this Lease Supplement.

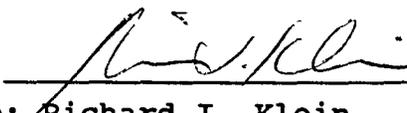
[\*\*] This receipt appears only in the original counterpart No. 1 of this Lease Supplement.

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

THE NEW CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, as successor to The Connecticut Bank and Trust Company, National Association, not in its individual capacity but solely as Owner Trustee, Sublessor

By:   
Name: LINDA KEMBLE  
Title: VP

NATIONAL RAILROAD PASSENGER CORPORATION, Sublessee

By:   
Name: Richard I. Klein  
Title: Treasurer



CONNECTICUT )  
 ) ss  
HARTFORD )

On this 13<sup>th</sup> day of March, 1991 before me personally appeared LINDA KEMBLE, to me personally known, who being by me duly sworn, says that he is the V.P. of THE NEW CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, as Owner Trustee under such instrument, that said instrument was signed on behalf of said national banking 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.

Jill M. Vesce  
Notary Public

My Commission Expires:  
JILL M. VESCE  
NOTARY PUBLIC  
MY COMMISSION EXPIRES OCT. 31, 1995

[SEAL]

