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

INTERSTATE COMMERCE COMMISSION

MAR 15 1991 - 1 55 PM

RECORDATION NO. 16917-4

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INTERSTATE COMMERCE COMMISSION



RECORDATION NO. 16917-K

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March 15, 1991

RECORDATION NO. 16917-B

RECORDATION NO. 16917-L

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INTERSTATE COMMERCE COMMISSION

BY HAND DELIVERY MAR 15 1991 - 1 55 PM INTERSTATE COMMERCE COMMISSION

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

1-074A025

RECORDATION NO. 16917-F

MAR 15 1991 - 1 55 PM

INTERSTATE COMMERCE COMMISSION

Dear Ms. McGee:

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:

- X. ✓ 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
- 5 ✓ ✓ 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. H ✓ 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. X ✓ 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. I-9 ✓ 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. H ✓ ✓ 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.

Vertical signature on the left margin

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

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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

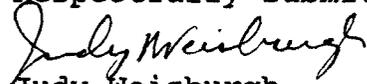
National Railroad Passenger Corporation
60 Massachusetts Avenue, N.E.
Washington, D.C. 20002
Attention: Corporate Secretary

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.

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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

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INTERSTATE COMMERCE COMMISSION

SUBLEASE SUPPLEMENT NO. 2

THIS SUBLEASE SUPPLEMENT NO. 2 dated as of March 12, 1991 (this "Sublease Supplement") between 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 sublessor, 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, as sublessee, pursuant to and in accordance with the Sublease of Railroad Equipment dated as of May 30, 1990 between Sublessor and Sublessee (as amended and supplemented to the date hereof, the "Sublease").

W I T N E S S E T H :

WHEREAS, Sublessor and Sublessee have heretofore entered into the Sublease which provides for the execution of a Sublease Supplement substantially in the form hereof for the purpose of leasing any Replacement Unit under the Sublease in accordance with the terms thereof; and

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

WHEREAS, on January 9, 1991, Sublessee informed Sublessor that one unit under the Sublease, 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, Sublessee further advised that it intended to proceed in accordance with Section 7.2 of the Sublease and substitute a replacement unit under the Sublease; and

WHEREAS, the parties intend that Material Handling Car #1551 be released from the Sublease and the Replacement Unit described below be subject to the Sublease; 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 mutual covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Capitalized terms and phrases used and not otherwise defined hereby shall for all purposes of this Sublease Supplement have the respective meanings specified therefor in Annex A to the Sublease.

2. Sublessor hereby delivers and subleases to Sublessee, and Sublessee hereby accepts and subleases from Sublessor, under the Sublease 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 Sublease Supplement, Sublessee and Sublessor reaffirm all of the terms, provisions and conditions of the Sublease, and such terms, provisions and conditions are hereby incorporated by reference in this Sublease Supplement on and as of the date of this Sublease Supplement, to the same extent as if fully set forth herein.

4. This Sublease Supplement may be executed in several 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 Sublease 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 Sublessor's interest under this Sublease Supplement may be created through the transfer or possession of any counterpart of this Sublease Supplement other than the original executed counterpart No. 1 hereof which shall be identified as the counterpart containing the receipt therefor executed by Indenture Trustee on or immediately following the signature page hereof.

5. Sublessee hereby represents and warrants to Sublessor that, effective on the date hereof, the Replacement Unit described in paragraph 2 hereof has been delivered to Sublessee, has been duly accepted by Sublessee and that said paragraph 2 contains a correct and complete description of said Replacement Unit sufficient for the purposes of the Sublease and the Lessee Security Agreement.

[*] TO THE EXTENT, IF ANY, THAT THIS SUBLEASE 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 SUBLESSOR'S INTEREST UNDER THIS SUBLEASE 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 RECEIPT THEREFOR EXECUTED BY MERIDIAN TRUST COMPANY, AS INDENTURE TRUSTEE, IMMEDIATELY FOLLOWING THIS LEGEND. SUCH COUNTERPART IS THE ONLY COUNTERPART OF THE SUBLEASE SUPPLEMENT THAT CONTAINS THIS LEGEND.

Receipt of this original counterpart No. 1 of the foregoing Sublease Supplement is hereby acknowledged this 12 day of March, 1991.

MERIDIAN TRUST COMPANY,
as Indenture Trustee

By:  _____
Name: JAY T. BACON
Title: ACCOUNT OFFICER

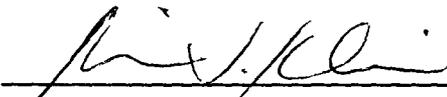
[*] This legend and receipt appear only in original counterpart No. 1 of this Sublease Supplement.

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 KOMBLE
Title: VP

NATIONAL RAILROAD PASSENGER CORPORATION, Sublessee

By: 
Name: Richard I. Klein
Title: Treasurer

CONNECTICUT)
) ss
HARTFORD)

On this 13th 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.


Notary Public

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

[SEAL]

