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RECORDATION NO. 23032-A FILED

August 1, 2000

AUG 01 '00 4:06 PM

SURFACE TRANSPORTATION BOARD

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Re: Amtrak Trust 2000-F

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Lease of Railroad Equipment (Amtrak 2000-F) dated as of August 1, 2000, a primary document as defined in the Board's Rules for the Recordation of Documents and two (2) copies of a Memorandum of Loan and Security Agreement (Amtrak 2000-F) dated as of August 1, 2000, a secondary document related thereto.

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

Lessor and
Trustee: Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19801

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

Lender: AME Investments, LLC
c/o Ambac Capital Corp.
One Street Plaza
New York, New York 10004

Mr. Vernon A. Williams
August 1, 2000
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A description of the railroad equipment covered by the enclosed document is:

6 food service cars and coaches within the series AMTK 20988 - AMTK 28354
23 food service cars and coaches within the series AMTK 43040 - AMTK 48992
29 baggage cars, sleepers and diners within the series AMTK 31046 - AMTK
38026.

A short summary of the document to appear in the index follows:

Lease of Equipment between Wilmington Trust Company, Lessor, and Amtrak,
Lessee covering 6 food service cars and coaches within the series AMTK 20988
- AMTK 28354, 23 food service cars and coaches within the series AMTK 43040
- AMTK 48992 and 29 baggage cars, sleepers and diners within the series
AMTK 31046 - AMTK 38026.

Also enclosed is a check in the amount of \$26.00 payable to the order of the
Surface Transportation Board covering the required recordation fee and cross indexing
fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/anm
Enclosures

RECORDED INDEX
 23032-A
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 SURFACE TRANSPORTATION BOARD

MEMORANDUM OF LOAN AND SECURITY AGREEMENT (AMTRAK TRUST 2000-F) dated as of August 1, 2000, between WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity, but solely as Trustee (the "Trustee") under the Trust Agreement (Amtrak Trust 2000-F) (the "Trust Agreement") dated as of August 1, 2000 and AME INVESTMENTS, LLC, as the Lender (the "Lender"). Capitalized terms used herein which are not defined herein shall have their respective meanings ascribed thereto as set forth in the Indenture (referred to below).

WHEREAS, the Trustee and the Lender have entered into that certain Loan and Security Agreement (Amtrak Trust 2000-F) dated as of August 1, 2000 (the "Loan and Security Agreement"), (the terms of each of which are incorporated herein by reference), pursuant to which the Trustee has agreed to secure the prompt payment of the principal of and interest on, and all other amounts due with respect to, all Loan Certificates from time to time outstanding hereunder, the performance and observance by the Trustee and the Equity Investor of all of the agreements, covenants and provisions in the Operative Documents for the benefit of the Lender, and the prompt payment of all other amounts due or to become due to the Lender from the Trustee, the Equity Investor, the Lessee or any other Person under any of the Operative Documents, and in consideration of the premises and the covenants herein contained, and the acceptance of the Loan Certificates by the holders thereof, the Trustee hereby grants, bargains, sells, assigns, transfers, conveys, mortgages, warrants, pledges and confirms unto the Lender a security interest in, Lien on, and pledge of, all right, title and interest of the Trustee in, to and under, and grants the Lender a first priority security interest in, the Trustee's right, title and interest in the following described property, rights and privileges whether now or hereafter acquired other than Excepted Payments (such property, rights and privileges as are conveyed pursuant to the Loan and Security Agreement, but in any event and always excluding Excepted Payments and subject to Excepted Rights being hereinafter referred to as the "Collateral") to wit:

- (1) each Unit of Equipment now owned or hereafter acquired by the Trustee and subjected to the Lease;
- (2) the Lease, any Lease Supplement, the Payment Undertaking Agreement, the Payment Undertaking Pledge Agreement and the Payment Undertaking Guaranty (collectively, the "Collateral Documents"), including all amounts of Base Rent, Renewal Rent and Supplemental Rent (including, without limitation, Termination Value, Fair Market Sales Value and Casualty Value) and all other amounts payable under the Collateral Documents, insurance proceeds and condemnation, requisition and other awards and payments of any kind for or with respect to the Equipment (including proceeds and payments received pursuant to any sale of any Unit of Equipment under Sections 16 and 26 of the Lease or pursuant to the exercise of any of the remedies provided in Section 13.2 of the Lease);
- (3) all rights of the Trustee with respect to or arising out of any Collateral Document to exercise any election or option or to give or receive any notice, consent, waiver or

approval or to take any other action under any Collateral Document or to accept any surrender or redelivery of any Unit of Equipment or any Part thereof, as well as all rights, powers and remedies of the Trustee whether acting under any Collateral Document or by statute or at law or in equity, or otherwise, arising out of any Lease Event of Default;

(4) all monies and securities relating to or arising out of the Collateral Documents that are now or hereafter required to be paid to, or deposited with, the Lender by or for the account of the Trustee or the Lessee pursuant to the terms of any Collateral Document;

(5) all other property of every kind and description and interest therein now held or hereafter acquired by the Trustee pursuant to any term of any Collateral Document, wherever located and subjected to the Lien of the Loan and Security Agreement by a supplement hereto, and the Lender is hereby authorized to receive any such property subject to and in accordance with the terms of the Loan and Security Agreement as then supplemented; and

(6) all proceeds of the foregoing of whatever kind or nature, including all claims against third parties for destruction, loss or damage to any of the foregoing or otherwise.

BUT EXCLUDING, HOWEVER, from the Collateral subject to the Loan and Security Agreement (i) all Excepted Property and (ii) any payments or amounts which have been distributed to the Trustee or any other Person in accordance with the Provisions of this Agreement, AND SUBJECT TO Sections 2.02, 3.05, 6.01 in the Loan and Security Agreement and the provisions with respect to Excepted Rights set forth in Section 5.05 in the Loan and Security Agreement.

WHEREAS, the Loan and Security Agreement shall be effective as of the Closing Date (as defined in the Lease); and

WHEREAS, this memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

IN WITNESS WHEREOF, the parties hereto wish to show for the public record the assignment and mortgage of and security interest in the aforesaid property in favor of the Trustee, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as Trustee, as aforesaid

By: 
Name: **Anita Dallago**
Title: **Financial Services Officer**

AME INVESTMENTS, LLC, as Lender

By: _____
Name:
Title:

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

On this 24th day of July, 2000, before me personally appeared Amtrak E. Dallago, to me personally known, who, by me being duly sworn, says that he/she is FSO of THE WILMINGTON TRUST COMPANY, and that the foregoing instrument was signed on behalf of said Delaware banking corporation by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Kathleen A. Pedelini
Notary Public

KATHLEEN A. PEDELINI
NOTARY PUBLIC-DELAWARE
My Commission Expires Oct 31, 2002

My Commission Expires: _____

STATE OF _____)
) SS.:
COUNTY OF _____)

On this _____ day of _____, 2000, before me personally appeared _____, to me personally known, who, by me being duly sworn, says that he/she is _____ of AME INVESTMENTS, LLC, that the foregoing instrument was signed on behalf of said _____ limited liability company by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, the parties hereto wish to show for the public record the assignment and mortgage of and security interest in the aforesaid property in favor of the Trustee, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as Trustee, as aforesaid

By: _____
Name:
Title:

AME INVESTMENTS, LLC, as Lender

By: DBL _____
Name:
Title:

DAVID B. NEMSCHOFF
AUTHORIZED SIGNATORY

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

On this ____ day of August, 2000, before me personally appeared _____, to me personally known, who, by me being duly sworn, says that he/she is _____ of WILMINGTON TRUST COMPANY, and that the foregoing instrument was signed on behalf of said Delaware banking corporation by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Notary Public

My commission expires

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On this 1 day of August, 2000, before me personally appeared David B. Nenschoff, to me personally known, who, by me being duly sworn, says that he/she is David B. Nenschoff of AME INVESTMENTS, LLC, that the foregoing instrument was signed on behalf of said limited liability company by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Kevin P. Dolan

Notary Public

My commission expires

Authorized Signatory

KEVIN P. DOLAN
Notary Public, State of New York
No. : 0100 5023035
Qualified in New York County
Commission Expires January 31, 2002

(AMTRAK TRUST 2000-F)

Lot 1

<u>Amtrak Equipment Number</u>	<u>Equipment Type</u>	
20988	Amfleet I	Amfleet I Food Service
21215	Amfleet I	Amfleet I Coach
28305	Amfleet I	Amfleet I Food Service
28350	Amfleet I	Amfleet I Food Service
28353	Amfleet I	Amfleet I Food Service
28354	Amfleet I	Amfleet I Food Service
43040	Amfleet I	Amfleet I Food Service
43352	Amfleet I	Amfleet I Food Service
43356	Amfleet I	Amfleet I Food Service
43357	Amfleet I	Amfleet I Food Service
43358	Amfleet I	Amfleet I Food Service
43359	Amfleet I	Amfleet I Food Service
44958	Amfleet I	Amfleet I Coach
44966	Amfleet I	Amfleet I Coach
44967	Amfleet I	Amfleet I Coach
44968	Amfleet I	Amfleet I Coach
44969	Amfleet I	Amfleet I Coach
44970	Amfleet I	Amfleet I Coach
44978	Amfleet I	Amfleet I Coach
44980	Amfleet I	Amfleet I Coach
44983	Amfleet I	Amfleet I Coach
44985	Amfleet I	Amfleet I Coach
48980	Amfleet I	Amfleet I Food Service
48981	Amfleet I	Amfleet I Food Service
48985	Amfleet I	Amfleet I Food Service
48986	Amfleet I	Amfleet I Food Service
48987	Amfleet I	Amfleet I Food Service
48989	Amfleet I	Amfleet I Food Service
48992	Amfleet I	Amfleet I Food Service

Lot 2

<u>Amtrak Equipment Number</u>	<u>Equipment Type</u>	
31046	Superliner I	Superliner Baggage Coach
31047	Superliner I	Superliner Baggage Coach
31357	Superliner I	Superliner Baggage Coach
31500	Superliner I	Superliner Baggage Coach
31501	Superliner I	Superliner Baggage Coach
31502	Superliner I	Superliner Baggage Coach
31503	Superliner I	Superliner Baggage Coach
31504	Superliner I	Superliner Baggage Coach
31508	Superliner I	Superliner Baggage Coach
31509	Superliner I	Superliner Baggage Coach
31510	Superliner I	Superliner Baggage Coach
31511	Superliner I	Superliner Baggage Coach
31513	Superliner I	Superliner Baggage Coach
31514	Superliner I	Superliner Baggage Coach
31515	Superliner I	Superliner Baggage Coach
31517	Superliner I	Superliner Baggage Coach
31519	Superliner I	Superliner Baggage Coach
31520	Superliner I	Superliner Baggage Coach
31522	Superliner I	Superliner Baggage Coach
32002	Superliner I	Superliner Sleeper
38008	Superliner I	Superliner Diner
38009	Superliner I	Superliner Diner
38010	Superliner I	Superliner Diner
38011	Superliner I	Superliner Diner
38016	Superliner I	Superliner Diner
38021	Superliner I	Superliner Diner
38022	Superliner I	Superliner Diner
38025	Superliner I	Superliner Diner
38026	Superliner I	Superliner Diner