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OF COUNSEL
URBAN A. LESTER

RECORDATION NO. 23033-A FILED

AUG 01 '00 4-10 PM

SURFACE TRANSPORTATION BOARD

August 1, 2000

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

Re: Amtrak Trust 2000-G

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-G) 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-G) 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
Page Two

A description of the railroad equipment covered by the enclosed document is:

49 business class and coach class railcars within the series AMTK 81000 -
AMTK 85003
17 coaches within the series AMTK 44826 - AMTK 44957

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

Lease of Equipment between Wilmington Trust Company, Lessor, and Amtrak,
Lessee covering 49 business class and coach class railcars within the series
AMTK 81000 - AMTK 85003 and 17 coaches within the series AMTK 44826 -
AMTK 44957.

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

MEMORANDUM OF LOAN AND SECURITY AGREEMENT (AMTRAK TRUST 2000-G) 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-G) (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).

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 SURFACE TRANSPORTATION BOARD

WHEREAS, the Trustee and the Lender have entered into that certain Loan and Security Agreement (Amtrak Trust 2000-G) 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

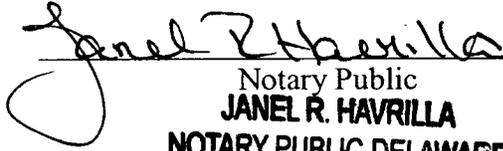
By: 
Name: **Anita Dallago**
Title: **Financial Services Officer**

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 Anita E. Dallago, to me personally known, who, by me being duly sworn, says that he/she is Financial Services Officer 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.



Notary Public
JANEL R. HAVRILLA
NOTARY PUBLIC-DELAWARE
My Commission Expires February 2, 2001

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. Nemschiff to me personally known, who, by me being duly sworn, says that he/she is David B. Nemschiff 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.

Authorized
Signatory

Kevin P. Dolan

Notary Public

My commission expires

KEVIN P DOLAN
Notary Public, State of New York
No. : 01DO 5023035
Qualified in New York County
Commission Expires January 31, 2002

(AMTRAK TRUST 2000-G)

DESCRIPTION OF UNITS

Lot 1

<u>Amtrak Equipment Number</u>	<u>Equipment Type</u>	
81000	Amfleet I	Business Class
81001	Amfleet I	Business Class
81002	Amfleet I	Business Class
81500	Amfleet I	Business Class
81501	Amfleet I	Business Class
81502	Amfleet I	Business Class
81503	Amfleet I	Business Class
81504	Amfleet I	Business Class
81505	Amfleet I	Business Class
81507	Amfleet I	Business Class
82000	Amfleet I	Coach Class
82001	Amfleet I	Coach Class
82002	Amfleet I	Coach Class
82003	Amfleet I	Coach Class
82004	Amfleet I	Coach Class
82005	Amfleet I	Coach Class
82006	Amfleet I	Coach Class
82007	Amfleet I	Coach Class
82008	Amfleet I	Coach Class
82009	Amfleet I	Coach Class
82010	Amfleet I	Coach Class
82011	Amfleet I	Coach Class
82012	Amfleet I	Coach Class
82013	Amfleet I	Coach Class
82014	Amfleet I	Coach Class
82015	Amfleet I	Coach Class
82016	Amfleet I	Coach Class
82017	Amfleet I	Coach Class
82018	Amfleet I	Coach Class
82019	Amfleet I	Coach Class

Amtrak
Equipment
Number

Equipment Type

82068	Amfleet I	Coach Class
82069	Amfleet I	Coach Class
82070	Amfleet I	Coach Class
82071	Amfleet I	Coach Class
82072	Amfleet I	Coach Class
82073	Amfleet I	Coach Class
82074	Amfleet I	Coach Class
82075	Amfleet I	Coach Class
82500	Amfleet I	Coach Class
82501	Amfleet I	Coach Class
82502	Amfleet I	Coach Class
82503	Amfleet I	Coach Class
82516	Amfleet I	Coach Class
82517	Amfleet I	Coach Class
82518	Amfleet I	Coach Class
85000	Amfleet I	Food Service
85001	Amfleet I	Food Service
85002	Amfleet I	Food Service
85003	Amfleet I	Food Service

Lot 2

<u>Amtrak Equipment Number</u>	<u>Equipment Type</u>	
44826	Amfleet I	Amfleet I Coach
44834	Amfleet I	Amfleet I Coach
44837	Amfleet I	Amfleet I Coach
44839	Amfleet I	Amfleet I Coach
44846	Amfleet I	Amfleet I Coach
44847	Amfleet I	Amfleet I Coach
44902	Amfleet I	Amfleet I Coach
44906	Amfleet I	Amfleet I Coach
44912	Amfleet I	Amfleet I Coach
44914	Amfleet I	Amfleet I Coach
44915	Amfleet I	Amfleet I Coach
44916	Amfleet I	Amfleet I Coach
44917	Amfleet I	Amfleet I Coach
44921	Amfleet I	Amfleet I Coach
44923	Amfleet I	Amfleet I Coach
44953	Amfleet I	Amfleet I Coach
44957	Amfleet I	Amfleet I Coach