

ALVORD AND ALVORD
ATTORNEYS AT LAW
1600 K STREET, NW
SUITE 200
WASHINGTON, D.C.
20006-2973

 (202) 393-2266
FAX (202) 393-2156

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

August 17, 2000

RECORDATION NO. 23049-A FILED

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

AUG 17 '00 12-10 PM
TS
SURFACE TRANSPORTATION BOARD

Re: Amtrak Trust 2000-D

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-D) dated as of August 17, 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-D) dated as of August 17, 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 ____, 2000
Page Two

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

48 Amfleet I railcars within the series AMTK 82020 through AMTK 82508.

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

Loan and Security Agreement between Wilmington Trust Company and AME Investments, LLC covering 48 Amfleet I railcars within the series AMTK 82020 through AMTK 82508.

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

RECORDATION NO. **23049-A** FILED

AUG 17 '00 12:10 PM

SURFACE TRANSPORTATION BOARD

MEMORANDUM OF LOAN AND SECURITY AGREEMENT (AMTRAK TRUST 2000-D) dated as of August 17, 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-D) (the "*Trust Agreement*") dated as of August 17, 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-D) dated as of August 17, 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 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 the Loan and Security 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

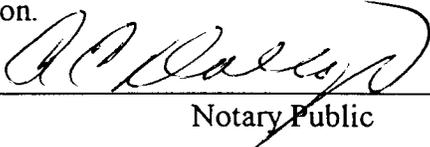
By: 
Name: **W. CHRIS SPONENBERG**
Title: **ASSISTANT VICE PRESIDENT**

AME INVESTMENTS, LLC, as Lender

By: _____
Name:
Title:

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

On this 7th day of Aug, 2000, before me personally appeared Mr. Chris Sponenberg, to me personally known, who, by me being duly sworn, says that he/she is Assistant Vice President 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 **ANITA E. DALLAGO**
NOTARY PUBLIC
My Commission Expires August 3, 2001

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

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 _____, 2000, before me personally appeared _____, to me personally known, who, by me being duly sworn, says that he/she is _____ 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

My Commission Expires: _____

STATE OF New York)
) SS.:
COUNTY OF New York)

On this 8 day of August, 2000, before me personally appeared David B. Nemschuff, to me personally known, who, by me being duly sworn, says that he/she is Authorized Signatory 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: 1/31/02

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

SCHEDULE 1

(AMTRAK TRUST 2000-D)

DESCRIPTION OF UNITS

Lot 1

<u>Amtrak Equipment Number</u>	<u>Equipment Type</u>	
82020	Amfleet I	Coach Class
82021	Amfleet I	Coach Class
82022	Amfleet I	Coach Class
82023	Amfleet I	Coach Class
82024	Amfleet I	Coach Class
82025	Amfleet I	Coach Class
82026	Amfleet I	Coach Class
82027	Amfleet I	Coach Class
82028	Amfleet I	Coach Class
82029	Amfleet I	Coach Class
82031	Amfleet I	Coach Class
82032	Amfleet I	Coach Class
82033	Amfleet I	Coach Class
82034	Amfleet I	Coach Class
82035	Amfleet I	Coach Class
82036	Amfleet I	Coach Class
82037	Amfleet I	Coach Class
82038	Amfleet I	Coach Class
82039	Amfleet I	Coach Class
82040	Amfleet I	Coach Class
82041	Amfleet I	Coach Class
82042	Amfleet I	Coach Class
82043	Amfleet I	Coach Class
82044	Amfleet I	Coach Class
82045	Amfleet I	Coach Class
82046	Amfleet I	Coach Class
82047	Amfleet I	Coach Class
82048	Amfleet I	Coach Class
82049	Amfleet I	Coach Class
82050	Amfleet I	Coach Class
82051	Amfleet I	Coach Class
82052	Amfleet I	Coach Class
82053	Amfleet I	Coach Class
82054	Amfleet I	Coach Class
82055	Amfleet I	Coach Class
82056	Amfleet I	Coach Class
82057	Amfleet I	Coach Class

Amtrak
Equipment
Number

Equipment Type

82058	Amfleet I	Coach Class
82059	Amfleet I	Coach Class
82060	Amfleet I	Coach Class
82061	Amfleet I	Coach Class
82062	Amfleet I	Coach Class
82063	Amfleet I	Coach Class
82064	Amfleet I	Coach Class
82065	Amfleet I	Coach Class
82066	Amfleet I	Coach Class
82067	Amfleet I	Coach Class
82508	Amfleet I	Coach Class