

RECORDATION NO. 21047-B FILED

NOV 15 '00 10-36 AM
TS
SURFACE TRANSPORTATION BOARD

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

November 15, 2000

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

Re: Amtrak Trust HS-EDC-1

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Security Agreement (Mortgage) Supplement dated as of November 13, 2000, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement (Mortgage) which was previously filed with the Board under Recordation Number 21047.

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

Secured Party : Export Development Corporation
151 O'Connor Street
Ottawa, Canada K1A 1K3

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

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

15 electric locomotives AMTK 650 - 664 and 18 highspeed trainsets
numbered 1 and 4-20

RS

Mr. Vernon A. Williams
November 15, 2000
Page Two

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

Security Agreement (Mortgage) Supplement between Export Development Corporation and National Railroad Passenger Corporation, covering 15 electric locomotives AMTK 650 - 664 and 18 highspeed trainsets numbered 1 and 4-20.

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

NOV 15 '00

10-36 AM

SECURITY AGREEMENT (MORTGAGE) SUPPLEMENT

SURFACE TRANSPORTATION BOARD

THIS SECURITY AGREEMENT (MORTGAGE) SUPPLEMENT (the "*Mortgage Supplement*") is dated November 13, 2000, between the NATIONAL RAILROAD PASSENGER CORPORATION, 60 Massachusetts Avenue, NE, Washington, DC 20002 (the "*Borrower*"), and EXPORT DEVELOPMENT CORPORATION, 151 O'Connor Street, Ottawa, Ontario, Canada K1A 1K3, as Collateral Agent acting on behalf of the Lenders, (together with its successors and assigns as Collateral Agent, the "*Collateral Agent*").

RECITALS

WHEREAS, the Borrower, the Collateral Agent, Export Development Corporation, as agent, Export Development Corporation, as Lender, MBK Rail Finance Corporation, as Lender and MBK Rail Finance Corporation, as Finance Lessor, entered into that certain Loan Agreement (Loan No. 880-USA-6613) dated as of December 2, 1997 (as amended, supplemented or otherwise modified from time to time, the "*Loan Agreement*"), wherein the Lenders agreed to loan Amtrak funds to finance 100% of the Contract Amount;

WHEREAS, the Borrower and the Collateral Agent entered into that certain Security Agreement (Mortgage) dated December 2, 1997 (as amended, supplemented or otherwise modified from time to time, the "*Security Agreement (Mortgage)*") in order to secure the Borrower's obligations under the Loan Agreement, which was filed with the Surface Transportation Board on December 9, 1997 at 10:35 a.m. and assigned recordation number 21047;

WHEREAS, the Borrower has entered into twenty (20) Crédit-Bail Agreements, each dated September 25, 2000 (each a "*French Lease*"), with the lessors (each a "*French Lessor*") and relating to the Units and certain of the Trainsets identified on Schedule I hereto;

WHEREAS, in connection with the Borrower entering into each French Lease, the Borrower assigns to the applicable French Lessor, pursuant to a Purchase Agreement Assignment, the Borrower's right to receive title to the applicable Units and/or Trainsets directly from the Exporter;

WHEREAS, pursuant to Article II of the Security Agreement (Mortgage), the lien of the Security Agreement (Mortgage) attaches to the Borrower's interest in the Units and the Trainsets, as and when acquired by the Borrower; and

WHEREAS, the Borrower and the Collateral Agent desire to supplement the Security Agreement (Mortgage) in order to clarify that the lien of the Security Agreement (Mortgage) will attach to all of the Borrower's rights and interest, as lessee, under certain of the French Leases, and the other matters more specifically set forth herein;

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:

SECTION 1. DEFINITIONS

1.1 **Definitions.** Capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Mortgage Supplement, including the preceding recitals, have the respective meanings specified therefor in Article XVI of the Security Agreement (Mortgage).

SECTION 2. SUPPLEMENT

2.1 **French Leasehold Interest as Collateral.** The Borrower acknowledges and agrees that all of its rights and interests, in and under each French Lease (to the extent each such French Lease relates to the Units and Trainsets described in Section 2.2 below), and in the Units and/or Trainsets leased thereunder, as and when acquired by the Borrower, constitute Collateral for all purposes of the Security Agreement (Mortgage). The Borrower further acknowledges that Collateral Agent has no obligations under any French Lease, all of which remain solely the responsibility of the Borrower.

2.2 **Unit and Trainset Description.** The Borrower and the Collateral Agent hereby agree that clause (a) (including the table describing the Units and the Trainsets) in the Security Agreement (Mortgage) is deleted in its entirety and the following is substituted in lieu thereof:

“(a) type of equipment: (i) up to 15 electric locomotives (bearing Amtrak Equipment Numbers 650 through 664, inclusive, and five locomotive simulators (each a “UNIT” and collectively, the “UNITS”) and (ii) up to the first 18 highspeed trainsets delivered under COMMERCIAL CONTRACT A and conditionally accepted by Borrower thereunder (each such trainset consists of 2 Power Cars, 1 End Club Car, 1 Bistro Car, 1 End Coach Car and 3 Coach Cars) one trainset simulator, one inspection car and four instrumented wheelsets (the “TRAINSETS”) and accessories used thereon (UNITS and TRAINSETS and such accessories hereinafter referred to collectively as “GOODS”);”

SECTION 3. MISCELLANEOUS

This Mortgage Supplement shall be deemed to be made under and shall be governed by and construed in accordance with the local laws of the District of Columbia, except and to the extent precluded by other local laws of mandatory application; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. 11301. This Mortgage Supplement may be executed in counterparts, each of which shall be an original, but all such counterparts shall constitute but one instrument. This Mortgage Supplement shall be binding upon and inure to the benefit of the Borrower, the Collateral Agent and the Lenders and their respective successors and assigns; provided, that the Borrower may not assign or transfer all or any part of its rights or obligations hereunder without the prior express written consent of the Collateral Agent. All of the terms and conditions of the Security Documents remain in full force and effect and are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have entered into this Mortgage Supplement as of the date appearing on the first page of this Agreement.

NATIONAL RAILROAD PASSENGER
CORPORATION

By: 
Name: Carol J. Dillon
Title: Treasurer

EXPORT DEVELOPMENT CORPORATION,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

)
District of Columbia)
)

On this 1st day of November 2000 before me personally appeared Carol J. Dillon, to me personally known, who being by me duly sworn, says that she is the Treasurer of NATIONAL RAILROAD PASSENGER CORPORATION, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and she acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

John V. DeLuca
Notary Public

My Commission Expires: 2-14-05

SEAL

IN WITNESS WHEREOF, the parties hereto have entered into this Mortgage Supplement as of the date appearing on the first page of this Agreement.

NATIONAL RAILROAD PASSENGER
CORPORATION

By: _____
Name: Carol J. Dillon
Title: Treasurer

EXPORT DEVELOPMENT CORPORATION,
as Collateral Agent

By: Sean Mitchell
Name: SEAN MITCHELL
Title: FINANCIAL SERVICES MANAGER

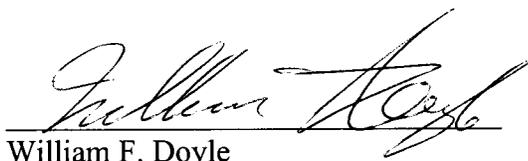
By: Chris Timbrell
Name: Chris Timbrell
Title: Financial Services Manager

NOTARIAL CERTIFICATE OF AFFIDAVIT OF EXECUTION

I, William F. Doyle, a notary public in and for the Province of Ontario, Canada, duly appointed, commissioned and sworn, and practicing at 151 O'Connor Street, in the City of Ottawa, in the Province of Ontario, DO HEREBY CERTIFY that:

1. the attached instrument was duly executed on behalf of Export Development Corporation by Sean Mitchell, Financial Services Manager and Chris Timbrell, Financial Services Manager of the Export Development Corporation at 151 O'Connor Street, Ottawa, Ontario, Canada; and
2. I know the said Sean Mitchell and Chris Timbrell personally and attest that Sean Mitchell and Chris Timbrell are both Financial Services Managers of the Export Development Corporation and that the signature "Sean Mitchell" on the instrument attached hereto is in the proper handwriting of Sean Mitchell and that the signature "Chris Timbrell" on the instrument attached hereto is in the proper handwriting of Chris Timbrell and that Sean Mitchell and Chris Timbrell are duly authorized to sign the attached instrument on behalf of the Corporation.

IN TESTIMONY of which I have subscribed my name and affixed my notarial seal at the City of Ottawa, Province of Ontario, this 9 day of November, 2000.



William F. Doyle

A Notary Public in and for the Province of Ontario
My commission does not expire

**SCHEDULE I
To Security Agreement
(Mortgage) Supplement**

| NAME OF FRENCH LESSOR and registered address) | ITEMS OF EQUIPEMENT |
|--|---------------------------------------|
| <p>SNC FINTRACK AQUILON 103, avenue des Champs Elysées 75008 Paris, France</p> <p>c/o CCF Charterhouse 64, rue de Galilée 75008 Paris, France Fax n°: (33) 1.40.70.28.44 Attention: c/o DEM, Middle Office</p> | <p>Locomotive 655</p> |
| <p>SNC FINTRACK BOREE 103, avenue des Champs Elysées 75008 Paris, France</p> <p>c/o CCF Charterhouse 64, rue de Galilée 75008 Paris, France Fax n°: (33) 1.40.70.28.44 Attention: c/o DEM, Middle Office</p> | <p>Locomotive 654</p> |
| <p>SNC FINTRACK MISTRAL 103, avenue des Champs Elysées 75008 Paris, France</p> <p>c/o CCF Charterhouse 64, rue de Galilée 75008 Paris, France Fax n°: (33) 1.40.70.28.44 Attention: c/o DEM, Middle Office</p> | <p>Locomotive 659 Train set 5</p> |
| <p>SNC FINTRACK PAMPERO 103, avenue des Champs Elysées 75008 Paris, France</p> <p>c/o CCF Charterhouse 64, rue de Galilée 75008 Paris, France Fax n°: (33) 1.40.70.28.44 Attention: c/o DEM, Middle Office</p> | <p>Locomotive 664 Train set 4</p> |

| NAME OF FRENCH LESSOR and registered address) | ITEMS OF EQUIPEMENT |
|--|--|
| <p>SNC FINTRACK SIROCCO 103, avenue des Champs Elysées 75008 Paris, France</p> <p>c/o CCF Charterhouse 64, rue de Galilée 75008 Paris, France Fax n°: (33) 1.40.70.28.44 Attention: c/o DEM, Middle Office</p> | <p>Locomotive 663 Train set 8</p> |
| <p>SNC FINTRACK HARMATTAN 103, avenue des Champs Elysées 75008 Paris, France</p> <p>c/o CCF Charterhouse 64, rue de Galilée 75008 Paris, France Fax n°: (33) 1.40.70.28.44 Attention: c/o DEM, Middle Office</p> | <p>Train set 9</p> |
| <p>SNC FINTRACK CIERZO 103, avenue des Champs Elysées 75008 Paris, France</p> <p>c/o CCF Charterhouse 64, rue de Galilée 75008 Paris, France Fax n°: (33) 1.40.70.28.44 Attention: c/o DEM, Middle Office</p> | <p>Locomotive 662 Train set 13</p> |
| <p>SNC FINTRACK CHINOOK 103, avenue des Champs Elysées, 75008 Paris, France</p> <p>c/o CCF Charterhouse 64, rue de Galilée 75008 Paris, France Fax n°: (33) 1.40.70.28.44 Attention: c/o DEM, Middle Office</p> | <p>Locomotive 650 Train set 16</p> |

| NAME OF FRENCH LESSOR and registered address) | ITEMS OF EQUIPEMENT |
|---|--|
| <p>SNC FINTRACK SUROÏT 103, avenue des Champs Elysées 75008 Paris, France</p> <p>c/o CCF Charterhouse 64, rue de Galilée 75008 Paris, France Fax n°: (33) 1.40.70.28.44 Attention: c/o DEM, Middle Office</p> | <p>Locomotive 652 Train set 17</p> |
| <p>SNC FINTRACK BAYAMO 103, avenue des Champs Elysées 75008 Paris, France</p> <p>c/o CCF Charterhouse 64, rue de Galilée 75008 Paris, France Fax n°: (33) 1.40.70.28.44 Attention: c/o DEM, Middle Office</p> | <p>Train set 19</p> |
| <p>SNC FINTRACK FOEHN 103, avenue des Champs Elysées 75008 Paris, France</p> <p>c/o CCF Charterhouse 64, rue de Galilée 75008 Paris, France Fax n°: (33) 1.40.70.28.44 Attention: c/o DEM, Middle Office</p> | <p>Train set 1</p> |
| <p>GIE FINLINER ALIZE 9 quai du Président Paul Doumer 92920 Paris, La Défense, France</p> <p>c/o CCF Charterhouse 64, rue de Galilée 75008 Paris, France Fax n°: (33) 1.40.70.28.44 Attention: c/o DEM, Middle Office</p> | <p>Locomotive 658 Train set 7</p> |

| NAME OF FRENCH LESSOR and registered address) | ITEMS OF EQUIPEMENT |
|---|--------------------------------|
| <p>GIE FINLINER DIABLO 9 quai du Président Paul Doumer 92920 Paris, La Défense, France</p> <p>c/o CCF Charterhouse 64, rue de Galilée 75008 Paris, France Fax n°: (33) (0)1.40.70.28.44 Attention: c/o DEM, Middle Office</p> | Train set 14 |
| <p>GIE FINLINER JORAN 9 quai du Président Paul Doumer 92920 Paris, La Défense, France</p> <p>c/o CCF Charterhouse 64, rue de Galilée 75008 Paris, France Fax n°: (33) 1.40.70.28.44 Attention: c/o DEM, Middle Office.</p> | Train set 20 |
| <p>GIE FINLINER MAESTRO 260, boulevard Saint Germain 75007 Paris, France</p> <p>c/o CCF Charterhouse 64, rue de Galilée 75008 Paris, France Fax n°: (33) 1.40.70.28.44 Attention: c/o DEM, Middle Office</p> | Locomotive 656 Train set 6 |
| <p>GIE FINLINER MELTEM 260, boulevard Saint Germain 75007 Paris, France</p> <p>c/o CCF Charterhouse 64, rue de Galilée 75008 Paris, France Fax n°: (33) 1.40.70.28.44 Attention: c/o DEM, Middle Office</p> | Locomotive 661 Train set 10 |

| NAME OF FRENCH LESSOR and registered address) | ITEMS OF EQUIPEMENT |
|---|--|
| <p>GIE FINLINER SIMOUN 260, boulevard Saint Germain 75007 Paris, France</p> <p>c/o CCF Charterhouse 64, rue de Galilée 75008 Paris, France Fax n°: (33) 1.40.70.28.44 Attention: c/o DEM, Middle Office</p> | <p>Locomotive 657 Train set 11</p> |
| <p>GIE FINLINER TRAMONTANE 260, boulevard Saint Germain 75007 Paris, France</p> <p>c/o CCF Charterhouse 64, rue de Galilée 75008 Paris, France Fax n°: (33) 1.40.70.28.44 Attention: c/o DEM, Middle Office</p> | <p>Locomotive 660 Train set 12</p> |
| <p>GIE FINLINER MOUSSON 260, boulevard Saint Germain 75007 Paris, France</p> <p>c/o CCF Charterhouse 64, rue de Galilée 75008 Paris, France Fax n°: (33) 1.40.70.28.44 Attention: c/o DEM, Middle Office</p> | <p>Locomotive 653 Train set 15</p> |
| <p>GIE FINLINER AUTAN 260, boulevard Saint Germain 75007 Paris, France</p> <p>c/o CCF Charterhouse 64, rue de Galilée 75008 Paris, France Fax n°: (33) 1.40.70.28.44 Attention: c/o DEM, Middle Office</p> | <p>Locomotive 651 Train set 18</p> |