

RECORDATION NO. 23225-C FILED

DEC 7 '00

4-07 PM

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

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

SURFACE TRANSPORTATION BOARD

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

OF COUNSEL
URBAN A. LESTER

December 6, 2000

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

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 Indenture and Security Agreement Supplement No. 2, dated as of December 7, 2000, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Indenture which was previously filed with the Board under Recordation Number 23225-A.

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

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

Indenture Trustee: Allfirst Bank
 25 South Charles Street
 Baltimore, MD 21202

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

One electric locomotive AMTK 658

Mr. Vernon A. Williams
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A short summary of the document to appear in the index follows:

Memorandum of Indenture and Security Agreement Supplement No. 2,
between Wilmington Trust Company, Owner Trustee, and Allfirst Bank,
Indenture Trustee, covering one electric locomotive AMTK 658.

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 INDENTURE AND SECURITY AGREEMENT SUPPLEMENT (AMTRAK TRUST HS-EDC-3) dated as of December 7, 2000, between WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity, but solely as Owner Trustee (the "Owner Trustee") under the Trust Agreement (Amtrak Trust HS-EDC-3) (the "Trust Agreement") dated as of November 1, 2000 and ALLFIR BANK, a Maryland banking corporation, as indenture trustee (together with any successor indenture trustee, the "Indenture Trustee") supplementing that certain Memorandum of Indenture and Security Agreement dated as of November 14, 2000 between Owner Trustee and Indenture Trustee. Capitalized terms used herein which are not defined herein shall have their respective meanings ascribed thereto as set forth in the Trust Indenture and Security Agreement (referred to as "Indenture" below).

WHEREAS, a Memorandum of Indenture and Security Agreement with respect to the Equipment described in Supplement No. 1 was filed with the Surface Transportation Board pursuant to 49 U.S.C. § 11301 on November 14, 2000 at 12:16 p.m., Recordation Number 23225-A, and deposited in the office of the Registrar General of Canada pursuant to §105 of the Canada Transportation Act on November 14, 2000 at 1:31 p.m.;

WHEREAS, Owner Trustee and Indenture Trustee have entered into that certain Trust Indenture and Security Agreement (Amtrak Trust HS-EDC-3) dated as of November 1, 2000 (the "Indenture"), as supplemented by Indenture Supplement No. 1 dated as of November 14, 2000 (Amtrak Trust HS-EDC-3) ("Supplement No. 1") as further supplemented by Indenture Supplement No. 2 dated as of December 7, 2000 (the original Indenture as supplemented by Supplement No. 1 and Indenture Supplement No. 2 being referred to as the defined term Indenture, and the terms of each of which are incorporated herein by reference), to witnesseth that to secure the prompt payment of the principal of, Make Whole Premium Amount, if any, and interest on, and all other amounts due with respect to, all Secured Notes from time to time outstanding thereunder and the performance and observance by Owner Trustee of all the agreements, covenants and provisions in the Indenture, in the Participation Agreement and in the other Operative Documents (other than the Equity Guarantee Agreement) for the benefit of Note Holders and Loan Participant and in the Secured Notes contained, and the prompt payment of all amounts from time to time owing under the Participation Agreement and the other Operative Documents (other than the Equity Guarantee Agreement) by Owner Trustee, Owner Participant or Lessee, in each case, to Loan Participant and/or Note Holders, and for the uses and purposes and subject to the terms and provisions thereof, and in consideration of the premises and of the covenants therein contained, and of the acceptance of the Secured Notes by the holders thereof, and of the sum of \$1 paid to Owner Trustee by Indenture Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, Owner Trustee has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed, and does hereby grant, bargain, sell, assign, transfer, convey, mortgage, pledge and confirm, unto Indenture Trustee, its successors and assigns, for the security and benefit of Loan Participant and Note Holders from time to time, a security interest in and mortgage Lien on all estate, right, title and interest and all powers and privileges of Owner Trustee in, to and under the following described property, rights,

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interests and privileges whether tangible or intangible, wherever located or situated, whether now owned or held or hereafter acquired, other than Excepted Payments and Excepted Rights (which collectively, excluding Excepted Payments and Excepted Rights but otherwise including all property hereafter specifically subjected to the Lien of the Indenture by the Indenture Supplements or any mortgage supplemental hereto, are included within the Trust Indenture Estate), to wit:

(1) the Equipment and all replacements thereof and substitutions therefor in which Owner Trustee shall from time to time acquire an interest as provided in the Indenture and in the Lease, all as more particularly described in the Indenture Supplements executed and delivered with respect to the Equipment or any such replacements or substitutions therefor, as provided in the Indenture, including without limitation, those Units described in Schedule I attached hereto, and the interest of Owner Trustee in all records, logs and other documents at any time maintained by Lessee with respect to the foregoing property;

(2) the French Leasehold Interests, each French Lease, each Assignment (Cession), each Consent to Assignment (Cession), each Lessor Security Agreement, each Escrow Agreement, each Amtrak Delegation and each Amtrak Bill of Sale, including without limitation, all rights of Owner Trustee to exercise any election or option (including the option to give notice pursuant to Sections 4.1, 4.2.1 and 4.3 of the Crédit-Bail) or to make any decision or determination or to give or receive any notice, consent, waiver or approval or to take any other action under or in respect of any such document or to accept surrender or redelivery of the Equipment or any part thereof, as well as all the rights, powers and remedies on the part of Owner Trustee, whether acting under such document or by the statute or at law or in equity, or otherwise arising out of any Lease Event of Default or otherwise;

(3) the Lease and all Rent thereunder, including, without limitation, all amounts of Base Rent, Supplemental Rent, and payments of any kind thereunder or in respect thereof, the Participation Agreement, the Purchase Agreement (to the extent assigned by each Assignment of Warranties), each Assignment of Warranties, and the Consent, including without limitation, in the case of each such Operative Document (other than the Equity Guarantee Agreement), (x) all amounts or other payments of any kind paid or payable by the obligor(s) thereunder or in respect thereof to Owner Trustee whether in its capacity as Lessor or otherwise as well as all rights of Owner Trustee to enforce payment of any such amounts or payments, (y) all rights of Owner Trustee to exercise any election or option or to make any decision or determination or to give or receive any notice, consent, waiver or approval or to take any other action under or in respect of any such document or to accept surrender or redelivery of the Equipment or any part thereof, as well as all the rights, powers and remedies on the part of Owner Trustee, whether acting under any such document or by statute or at law or in equity, or otherwise, arising out of any Lease Event of Default or otherwise, and (z) any right to restitution from Lessee in respect of any determination of invalidity of any such document;

(4) all rents, issues, profits, revenues and other income of the property subjected or required to be subjected to the Lien of the Indenture;

(5) all insurance and requisition proceeds with respect to the Equipment or any part thereof including but not limited to the insurance required under Section 8 of the Lease;

(6) all moneys and securities now or hereafter paid or deposited or required to be paid or deposited to or with Indenture Trustee by or for the account of Owner Trustee pursuant to any term of any Operative Document and held or required to be held by Indenture Trustee under the indenture; and

(7) all proceeds of the foregoing;

BUT EXCLUDING from the foregoing and from the Trust Indenture Estate all Excepted Payments and Excepted Rights, and the rights to enforce and collect the same, and **SUBJECT TO** the rights of Owner Trustee and Owner Participant under Section 6.10 of the Indenture.

Concurrently with the delivery hereof, Owner Trustee is delivering to Indenture Trustee the executed counterpart of the Lease (including each Lease Supplement delivered on the first Closing Date) identified for Uniform Commercial Code purposes as the sole chattel paper original of the Lease (to which a chattel paper receipt is attached), together with executed copies of the Indenture Documents. On each subsequent Closing Date, Owner Trustee shall deliver to Indenture Trustee the executed counterpart of the Lease Supplement with respect to the Units delivered on such Closing Date identified for Uniform Commercial Code purposes as the sole chattel paper original of the Lease Supplement (to which a chattel paper receipt shall be attached).

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 Indenture 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 Owner Trustee

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

ALLFIRST BANK, as Indenture Trustee

By: _____
Name:
Title:

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

On this 30 day of November, 2000, before me personally appeared W. CHRIS SPONENBERG 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 acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

My commission expires

LEIGH EMMI
NOTARY PUBLIC
My Commission Expires August 1, 2002

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 Indenture 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 Owner Trustee

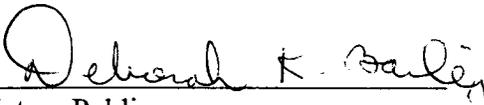
By: _____
Name:
Title:

ALLFIRST BANK, as Indenture Trustee

By: Robert D. Brown
Name: ROBERT D. BROWN
Title: VICE PRESIDENT

STATE OF MARYLAND)
) SS.:
CITY OF BALTIMORE)

On this 1st day of December, 2000, before me personally appeared Robert D. Brown, to me personally known, who, by me being duly sworn, says that he/she is Vice President of ALLFIRST BANK, that the foregoing instrument was signed on behalf of said Maryland banking corporation by authority of its Board of Directors, and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My commission expires 4/13/2002

DESCRIPTION OF UNITS-LOCOMOTIVE

(AMTRAK TRUST HS-EDC-3)

<u>Equipment Type</u>	<u>Amtrak Equipment Numbers</u>
One (1) Dual Cab, High Horsepower Electric Locomotive	
Locomotive	AMTK 658