RECORDATION NO. 23229-G FILED

JUN 28 '01 2-42 PM

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SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
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OF COUNSEL
URBAN A. LESTER

June 27, 2001

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 four (4) copies of a Memorandum of Indenture and Security Agreement Supplement (Amtrak HS-EDC-1), dated as of June 28, 2001, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease Agreement which was filed with the Board under Recordation Number 23229.

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

Owner Trustee:	Amtrak Trust HS-EDC-1 c/o Wilmington Trust Company 1100 North Market Street Wilmington, Delaware 19801
Indenture Trustee:	Allfirst Bank 25 South Charles Street Baltimore, Maryland 21202

A description of the railroad equipment covered by the enclosed document is:
High-Speed Trainset Number 12, 13 and 14 bearing AMTK reporting marks and road numbers attached hereto.

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

Memorandum of Indenture and Security Agreement Supplement
(Amtrak HS-EDC-1).

Also enclosed is a check in the amount of $28.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

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

Very truly yours,

Robert W. Alvord

RWA/anm
Enclosures

DESCRIPTION OF UNITS-TRAINSETS

(AMTRAK TRUST HS-EDC-1)

Equipment Type	Amtrak Equipment Numbers
High-Speed Trainset Number 12 manufactured by Bombardier Corporation and Alstom Transportation Inc., consisting of:	
Two (2) Power Cars	AMTK 2037 AMTK 2006
One (1) First Class Car	AMTK 3209
Three (3) Coach Cars	AMTK 3516 AMTK 3528 AMTK 3538
One (1) Bistro Car	AMTK 3319
One (1) End Coach Car	AMTK 3410
High-Speed Trainset Number 13 manufactured by Bombardier Corporation and Alstom Transportation Inc., consisting of:	
Two (2) Power Cars	AMTK 2033 AMTK 2027
One (1) First Class Car	AMTK 3213
Three (3) Coach Cars	AMTK 3529 AMTK 3537 AMTK 3552
One (1) Bistro Car	AMTK 3318
One (1) End Coach Car	AMTK 3408

High-Speed Trainset Number 14 manufactured by Bombardier Corporation and Alstom Transportation Inc., consisting of:

Two (2) Power Cars	AMTK 2015 AMTK 2010
One (1) First Class Car	AMTK 3208
Three (3) Coach Cars	AMTK 3525 AMTK 3536 AMTK 3527
One (1) Bistro Car	AMTK 3317
One (1) End Coach Car	AMTK 3418

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SURFACE TRANSPORTATION BOARD

MEMORANDUM OF INDENTURE AND SECURITY AGREEMENT SUPPLEMENT (AMTRAK TRUST HS-EDC-1) dated as of June 28, 2001, between AMTRAK TRUST HS-EDC-1, a Delaware business trust (the "*Trust*") (the "*Lessor*"), all of the activities of which shall be conducted by Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity, but solely as trustee for the Trust (the "*Owner Trustee*") and ALLFIRST BANK, a Maryland banking corporation, as indenture trustee (together with any successor indenture trustee, the "*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 (as defined 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 15, 2000 at 11:17 a.m. Recordation Number 23229-A, and deposited in the office of the Registrar General of Canada pursuant to §105 of the Canada Transportation Act on November 15, 2000 at 11:41 a.m.

WHEREAS, a Memorandum of Indenture and Security Agreement Supplement with respect to the Equipment described in Supplement No. 2 was filed with the Surface Transportation Board pursuant to 49 U.S.C. §11301 on December 15, 2000 at 12:26 p.m. Recordation Number 23229-C, and deposited in the office of the Registrar General of Canada pursuant to §105 of the Canada Transportation Act on December 15, 2000 at 2:00 p.m.

WHEREAS, a Memorandum of Indenture and Security Agreement Supplement with respect to the Equipment described in Supplement No. 3 was filed with the Surface Transportation Board pursuant to 49 U.S.C. §11301 on May 23, 2001 at 1:13 p.m. Recordation Number 23229-E, and deposited in the office of the Registrar General of Canada pursuant to §105 of the Canada Transportation Act on May 23, 2001 at 9:16 a.m.

WHEREAS, Owner Trustee and Indenture Trustee have entered into that certain Trust Indenture and Security Agreement (AMTRAK TRUST HS-EDC-1) dated as of November 6, 2000 (the "*Original Indenture*") as supplemented by Indenture Supplement No. 1 dated November 15, 2000 (Amtrak Trust HS-EDC-1) ("*Supplement No. 1*"), as further supplemented by Indenture Supplement No. 2 dated December 15, 2000 ("*Supplement No. 2*"), as further supplemented by Indenture Supplement No. 3 dated May 23, 2001 ("*Supplement No. 3*") and as further supplemented by Indenture Supplement No. 4 dated the date hereof (AMTRAK TRUST HS-EDC-1) ("*Supplement No. 4*") (the Original Indenture as supplemented by Supplement No. 1, Supplement No. 2, Supplement No. 3 and Supplement No. 4 being referred to collectively, as the "*Indenture*", 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 hereunder 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 the 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 the Note Holders, and for the uses and purposes and subject to the terms and provisions hereof, and in consideration of the premises and of the covenants herein 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 the 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, 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, 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 election to give notice pursuant to Sections 4.1, 4.2.1 and 4.3 of each French Lease) 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;

(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 Purchase Agreement (to the extent assigned by each Assignment of Warranties), each Assignment of Warranties, and each Consent, including without limitation, in the case of each such Operative Document (other than with respect to all Excepted Payments and Excepted Rights), (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 hereunder; 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, collect, settle or compromise 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 Supplement No. 4 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 the Owner Trustee, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

AMTRAK TRUST HS-EDC-1

By: Wilmington Trust Company, not in its individual capacity, but solely as Owner Trustee

By: Sandra R. Ortiz
Name: SANDRA R. ORTIZ
Title: Financial Services Officer

ALLFIRST BANK, as Indenture Trustee

By: _____
Name:
Title:

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 Owner Trustee, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

AMTRAK TRUST HS-EDC-1

By: Wilmington Trust Company, not in its individual capacity, but solely as Owner Trustee

By: _____
Name:
Title:

ALLFIRST BANK, as Indenture Trustee

By: _____
Name: ROBERT D. BROWN
Title: VICE PRESIDENT

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

On this 13th day of June, 2001 before me personally appeared SANDRA R. ORTIZ, to me personally known, who, being by me duly sworn, says that he/she is the Financial Services Officer of Wilmington Trust Company, that said instrument was signed on behalf of said Wilmington Trust Company, as trustee on behalf of AMTRAK TRUST HS-EDC-1, by authority of Wilmington Trust Company's Board of Directors, and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of said Wilmington Trust Company.

Katherine C. Jannuzzio
Notary Public

My commission expires

KATHERINE C. JANNUZZIO
NOTARY PUBLIC-DELAWARE
My Commission Expires May 24, 2004

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

On this 28th day of June, 2001, 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 acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Deborah K. Bailey
Notary Public

My commission expires 4/13/2002

Schedule A to
Memorandum of Indenture

DESCRIPTION OF UNITS-TRAINSETS

(AMTRAK TRUST HS-EDC-1)

Equipment Type	Amtrak Equipment Numbers
High-Speed Trainset Number 12 manufactured by Bombardier Corporation and Alstom Transportation Inc., consisting of:	
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One (1) End Coach Car	AMTK 3408

High-Speed Trainset Number 14 manufactured by Bombardier Corporation and Alstom Transportation Inc., consisting of:

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One (1) First Class Car	AMTK 3208
Three (3) Coach Cars	AMTK 3525 AMTK 3536 AMTK 3527
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One (1) End Coach Car	AMTK 3418