

RECORDATION NO. 23401 FILED

MAR 8 '01 12-19 PM

TS
SURFACE TRANSPORTATION BOARD

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

March 8, 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 three (3) copies of an Memorandum of Lease and Security Agreement, dated March 8, 2001 a primary document as defined in the Board's Rules for the Recordation of Documents.

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

Lessor: Trimarc Financial, Inc.
115 Calle De Industrias
Suite 205
San Clemente, CA 92672

Lessee: 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:

Railroad equipment bearing AMTZ and AMTK reporting marks and road numbers attached hereto

Mr. Vernon A. Williams
March 8, 2001
Page Two

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

Memorandum of Lease and Security Agreement between Trimarc Financial, Inc., Lessor, and National Railroad Passenger Corporation, Lessee, covering railroad equipment bearing AMTZ and AMTK reporting marks and road numbers attached hereto.

Also enclosed is a check in the amount of \$27.00 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

SCHEDULE

<u>Description</u>	<u>Number of Cars</u>	<u>Marks</u>	<u>Car Numbers</u>	<u>VIN Number</u>
1. Wabash National, Model Year 2000, 53' Duraplate Railtrailer Trailers	two hundred (200)	AMTZ	462040-462239 (inclusive)	The vehicle identification numbers provided on Schedule A attached hereto
2. Wabash National, Model Year 2000, Coupler Mates (Freight Mates-ABDX valves)	twenty-eight (28)	AMTK	5268-5295 (inclusive)	653371-653398 (inclusive)
3. Wabash National, Model Year 2000, Coupler Mates (Mail Mates with 26 CV8 Brake Valve)	three (3)	AMTK	5010-5021 (inclusive)	620068-620070 (inclusive)
4. Wabash National, Model Year 2000, Coupler Mates (Mail Mates-ABDX valves)	twenty-five (25)	AMTK	5048-5072 (inclusive)	620043-620067 (inclusive)

EXECUTION COPY

MEMORANDUM OF LEASE AND SECURITY AGREEMENT

This Memorandum of Lease and Security Agreement is made and entered into as of March 8, 2001, by and between TRIMARC FINANCIAL, INC. (hereinafter referred to as "Lessor") and NATIONAL RAILROAD PASSENGER CORPORATION (hereinafter referred to as "Lessee"), respecting that certain Lease and Security Agreement, dated as of March __, 2001 (such lease and any schedules made a part thereof shall be hereinafter referred to as the "Lease"), by and between Lessor and Lessee.

Pursuant to the provisions of the Lease, Lessor and Lessee hereby acknowledge and affirm that:

1. For good and valuable consideration, Lessor is leasing to Lessee and Lessee is leasing from Lessor: (i) two hundred (200) Wabash National, model year 2000, 53' Duraplate Roadrailer Trailers bearing reporting marks AMTZ and road numbers 462040-462239, inclusive, and with the vehicle identification numbers provided on Schedule A attached hereto, (ii) twenty-eight (28) Wabash National, model year 2000, Coupler Mates (Freight Mates-ABDX valves) bearing reporting marks AMTK and road numbers 5268-5295, inclusive, and with vehicle identification numbers 653371-653398, inclusive (iii) three (3) Wabash National, model year 2000, Coupler Mates (Mail Mates with 26CV8 Brake Valve) bearing reporting marks AMTK and road numbers 5019-5021, inclusive, and vehicle identification numbers 620068-620070, inclusive, and (iv) twenty-five (25) Wabash National, model year 2000, Coupler Mates (Mail Mates-ABDX valves), bearing reporting marks AMTK and road numbers 5048-5072, inclusive and with vehicle identification number 620043-620067, inclusive and with vehicle identification numbers 620043-620067, inclusive (such railcars and other equipment are hereinafter individually referred to as a "unit of Equipment" and collectively as the "Equipment").

2. For good and valuable consideration, Lessee is granting to Lessor a continuing first priority perfected security interest in (i) the Equipment, (ii) the rights of Lessee under the Amtrak/Wabash National Roadrailer Contract, dated as of February 3, 1999, by and between Lessee and Wabash National Corporation to the extent relating to the Equipment and (iii) such other property of Lessee described in the Lease.

3. The term of the Lease for any unit of Equipment shall commence on March __, 2001 and shall terminate on the date provided in the schedule to the Lease pertaining to such unit of Equipment, provided that the Lease may be sooner terminated as provided therein.

4. Lessor and Lessee further acknowledge and affirm that this Memorandum of Lease and Security Agreement is not a summary of the Lease nor a complete recitation of the terms and provisions thereof. Accordingly, Lessor and Lessee hereby agree that in the event of a conflict between this Memorandum of Lease and Security Agreement and the provisions of the Lease, the provisions of the Lease, as the case may be, shall control.

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SURFACE TRANSPORTATION BOARD

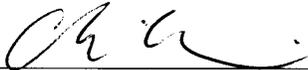
IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this Memorandum of Lease and Security Agreement to be duly executed in its corporate name by its officers, thereunto duly authorized, all as of the date first above written.

LESSOR:

LESSEE:

TRIMARC FINANCIAL, INC.

NATIONAL RAILROAD PASSENGER CORPORATION

By: 
Name: CHRIS ROBINSON
Title: VICE PRESIDENT

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this Memorandum of Lease and Security Agreement to be duly executed in its corporate name by its officers, thereunto duly authorized, all as of the date first above written.

LESSOR:

LESSEE:

TRIMARC FINANCIAL, INC.

NATIONAL RAILROAD PASSENGER
CORPORATION

By: _____
Name: _____
Title: _____

By: Dale M. Stein
Name: Dale M. Stein
Title: Treasurer

By: _____
Name: _____
Title: _____

STATE OF CALIFORNIA)
)
COUNTY OF Orange) SS:

On this 2 of March, 2001, before me personally appeared Chris Robinson, to me personally known, who being duly sworn, says that his is a VICE PRESIDENT of TRIMARC FINANCIAL, INC., a corporation organized under the laws of the State of California, that said instrument was signed on behalf of said corporation by an officer duly authorized to sign said instrument, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Terrie Gorman
Notary Public



My Commission Expires: Sept 24, 2004

DISTRICT OF COLUMBIA)
) SS:
COUNTY OF _____)

On this 2 of March, 2001, before me personally appeared Dale M. Stein,
to me personally known, who being duly sworn, says that his is a Treasurer of
NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under the laws of
the District of Columbia, that said instrument was signed on behalf of said corporation by an officer duly
authorized to sign said instrument, and he acknowledged that the execution of the foregoing instrument
was the free act and deed of said corporation.


Notary Public

My Commission Expires: 2/14/05

SCHEDULE A

Wabash National Duraplate Railtrailer Trailer, Model Year 2000, 53 foot, having the following VIN Numbers:

1J JV532W8YL698840	1J JV532WXYL698872	1J JV532W8YL698904
1J JV532WXYL698841	1J JV532W1YL698873	1J JV532WXYL698905
1J JV532W1YL698842	1J JV532W3YL698874	1J JV532W1YL698906
1J JV532W3YL698843	1J JV532W5YL698875	1J JV532W3YL698907
1J JV532W5YL698844	1J JV532W7YL698876	1J JV532W5YL698908
1J JV532W7YL698845	1J JV532W9YL698877	1J JV532W7YL698909
1J JV532W9YL698846	1J JV532W0YL698878	1J JV532W3YL698910
1J JV532W0YL698847	1J JV532W2YL698879	1J JV532W5YL698911
1J JV532W2YL698848	1J JV532W9YL698880	1J JV532W7YL698912
1J JV532W4YL698849	1J JV532WOYL698881	1J JV532W9YL698913
1J JV532WOYL698850	1J JV532W2YL698882	1J JV532WOYL698914
1J JV532W2YL698851	1J JV532W4YL698883	1J JV532W2YL698915
1J JV532W4YL698852	1J JV532W6YL698884	1J JV532W4YL698916
1J JV532W6YL698853	1J JV532W8YL698885	1J JV532W6YL698917
1J JV532W8YL698854	1J JV532WXYL698886	1J JV532W8YL698918
1J JV532WXYL698855	1J JV532W 1YL698887	1J JV532WXYL698919
1J JV532W 1YL698856	1J JV532W3YL698888	1J JV532W6YL698920
1J JV532W3YL698857	1J JV532W5YL698889	1J JV532W8YL698921
1J JV532W5YL698858	1J JV532W1YL698890	1J JV532WXYL698922
1J JV532W7YL698859	1J JV532W3YL698891	1J JV532W 1YL698923
1J JV532W3YL698860	1J JV532W5YL698892	1J JV532W3YL698924
1J JV532W5YL698861	1J JV532W7YL698893	1J JV532W5YL698925
1J JV532W7YL698862	1J JV532W9YL698894	1J JV532W7YL698926
1J JV532W9YL698863	1J JV532WOYL698895	1J JV532W9YL698927
1J JV532WOYL698864	1J JV532W2YL698896	1J JV532WOYL698928
1J JV532W2YL698865	1J JV532W4YL698897	1J JV532W2YL698929
1J JV532W4YL698866	1J JV532W6YL698898	1J JV532W9YL698930
1J JV532W6YL698867	1J JV532W8YL698899	1J JV532WOYL698931
1J JV532W8YL698868	1J JV532WOYL698900	1J JV532W2YL698932
1J JV532WXYL698869	1J JV532W2YL698901	1J JV532W4YL698933
1J JV532W6YL698870	1J JV532W4YL698902	1J JV532W6YL698934
1J JV532W8YL698871	1J JV532W6YL698903	1J JV532W8YL698935

1JJV532WXYL698936
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1JJV532W5YL698939
1JJV532W1YL698940
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