

RECORDATION NO. 6690-FFFFF FILED

DEC 31 '97

10-20AM

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

OF COUNSEL
URBAN A. LESTER

December 30, 1997

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 Consent to Termination and Release of Lien (Amtrak Trust 97-D), dated as of December 1, 1997, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement which was previously filed with the Commission under Recordation Number 6690-MMMM.

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

Federal Railroad Administration
400 Seventh Street, S.W.
Washington, D.C. 20590

National Railroad Passenger Corporation
400 North Capitol Street, N.W.
Washington, D.C. 20001

State Street Bank and Trust Company
of Connecticut, National Association
225 Asylum Street
Hartford, Connecticut 06103

Consent to Termination and Release of Lien

Mr. Vernon A. Williams
December 30, 1997
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A description of the railroad equipment covered by the enclosed document is:

Fifty (50) railcars bearing AMTK reporting marks and road numbers
23001 through 23050, inclusive

Also enclosed is a check in the amount of \$24.00 payable to the order of the
Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "R. Alvord", with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/bg
Enclosures

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**CONSENT TO TERMINATION AND RELEASE OF LIEN
(AMTRAK TRUST 97-D)**

THIS CONSENT TO TERMINATION AND RELEASE OF LIEN (AMTRAK TRUST 97-D) dated as of December 1, 1997 (this "*Agreement*"), is among the Administrator of the Federal Railroad Administration of the United States Department of Transportation (the "*Administrator*"), acting (unless otherwise specified herein) on behalf of and as the delegate of the Secretary of the Department of Transportation (the "*Secretary*"), the National Railroad Passenger Corporation ("*Amtrak*") and the Owner Trustee defined below.

WHEREAS, pursuant to a Security Agreement dated October 5, 1983, between the Administrator and Amtrak (the "*FRA Security Agreement*"), Amtrak assigned to the Administrator all of its right, title and interest to certain locomotives, including locomotives acquired after the date of the FRA Security Agreement, subject to the terms and provisions of the FRA Security Agreement;

WHEREAS, title 49 U.S.C. § 24304(f) prohibits Amtrak from incurring an obligation with a liquidation interest superior to preferred stock issued to the Secretary or secured by a lien on the property of Amtrak without the consent of the Secretary;

WHEREAS, pursuant to that certain Participation Agreement (Amtrak Trust 97-D) dated as of December 1, 1997, among Amtrak, General Electric Capital Corporation, as Owner Participant, the Loan Participants named therein, The First National Bank of Maryland, not in its individual capacity but solely as Indenture Trustee, and State Street Bank and Trust Company of Connecticut, National Association, not in its individual capacity but solely as Owner Trustee (the "*Owner Trustee*") (as amended, supplemented or otherwise modified from time to time, the "*Participation Agreement*"), Amtrak will sell the passenger cars identified on Schedule 1 hereto (the "*Equipment*") to the Owner Trustee and will leaseback such Equipment pursuant to that certain Lease of Railroad Equipment (Amtrak Trust 97-D) dated as of December 1, 1997, between Amtrak and the Owner Trustee;

WHEREAS, pursuant to that certain Undertaking and Pledge and Security Agreement, dated as of December 1, 1997, between Amtrak, Owner Participant and the Collateral Agent named therein (the "*Undertaking and Pledge and Security Agreement*"), Amtrak has agreed to pay to the Owner Trustee certain defined amounts upon the occurrence of specified Lease Events of Default under the Lease;

NOW, THEREFORE, in order to induce, and in consideration of, the Owner Trustee entering into the transactions contemplated by the Participation Agreement, the parties hereto agree as follows:

1. The Administrator hereby consents to the incurrence by Amtrak of (i) the obligations under the Lease and other Operative Documents (as defined therein) and (ii) the obligations under the Undertaking and Pledge and Security Agreement and any documents providing security therefor or entered into in connection therewith, which in each case have a liquidation preference superior to the Amtrak preferred stock held by the Secretary.

2. All right, title and interest of the Administrator in and to the Equipment is hereby terminated and released.

3. The Administrator hereby expressly acknowledges, consents and agrees, at any time and from time to time, without the consent of or notice to the Administrator, without incurring responsibility to the Administrator and without impairing or releasing any of the Owner Trustee's rights, or any of the obligations of the Administrator hereunder, to changes in the Operative Documents, the Undertaking and Pledge and Security Agreement or any documents providing security therefor, which do not materially increase Amtrak's obligations thereunder or which do not affect the rights and obligations of the Administrator as described herein or in the FRA Security Agreement.

4. The Administrator represents and warrants that (a) neither the execution nor delivery of this Agreement nor fulfillment nor compliance with the terms and provisions hereof will conflict with, or result in a breach of the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which it, the Secretary or the United States Government is now subject, (b) this Agreement constitutes the legal and valid obligation and contract of the Administrator and the Secretary, enforceable against the Administrator and the Secretary in accordance with its terms, and (c) she has full authority to (1) acting on behalf of and as the Secretary's delegate, give the consents provided in Section 1 and (2) terminate and release all of its right, title and interest in and to the Locomotives.

5. This Agreement may be amended only by an agreement in writing signed by the parties hereto and shall specifically refer to itself as an amendment thereto. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

6. Nothing in this Agreement affects any priority which may be claimed by the Owner Trustee by operation of law including, but not limited to, title 49 U.S.C. § 11301, the Uniform Commercial Code, and other applicable state and federal law.

7. Amtrak hereby consents and agrees (a) to the terms of the foregoing and (b) that a failure of the Owner Trustee to perform any obligation to the Administrator will create no right or claim by Amtrak against the Owner Trustee.

8. The Owner Trustee represents and warrants that the entering into and the performance of the terms of this Agreement are within its corporate powers and have been duly authorized by all necessary corporate actions, and are not in violation of any law, statute, regulation or decree.

IN WITNESS WHEREOF, the undersigned duly authorized officers of the parties hereto have executed this Agreement.

FEDERAL RAILROAD ADMINISTRATION

By: 
Name:
Title:

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____
Name: Brian D. Adam
Title: Treasurer

STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, NATIONAL ASSOCIATION, not in its individual capacity, but solely as Owner Trustee

By: _____
Name:
Title:

DISTRICT OF)
) ss
COLUMBIA)

On this 29th day of December, 1997, before me personally appeared Donald M. Itzkoff, to me personally known, who being by me duly sworn, says that he/~~she~~ is the Deputy Administrator of the FEDERAL RAILROAD ADMINISTRATION, who acknowledged himself/~~herself~~ to be a duly authorized officer of the FEDERAL RAILROAD ADMINISTRATION, and that, as such officer, being authorized to do so, he/~~she~~ executed the foregoing instrument for the purposes therein contained.

Donald P. Itzkoff
Notary Public

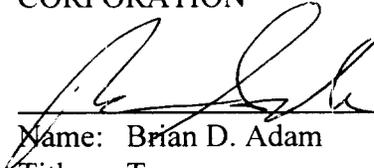
My Commission Expires: JULY 1, 1998

IN WITNESS WHEREOF, the undersigned duly authorized officers of the parties hereto have executed this Agreement.

FEDERAL RAILROAD ADMINISTRATION

By: _____
Name:
Title:

NATIONAL RAILROAD PASSENGER CORPORATION

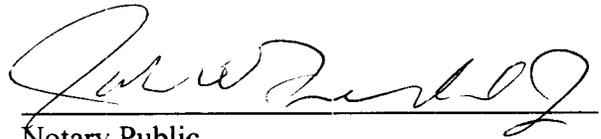
By:  _____
Name: Brian D. Adam
Title: Treasurer

STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, NATIONAL ASSOCIATION, not in its individual capacity, but solely as Owner Trustee

By: _____
Name:
Title:

DISTRICT OF)
) ss
COLUMBIA)

On this 22nd day of December before me personally appeared Brian D. Adam, to me personally known, who being by me duly sworn, says that he is the Treasurer of NATIONAL RAILROAD PASSENGER CORPORATION, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

My Commission Expires: 1-1-2002

IN WITNESS WHEREOF, the undersigned duly authorized officers of the parties hereto have executed this Agreement.

FEDERAL RAILROAD ADMINISTRATION

By: _____
Name:
Title:

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____
Name: Brian D. Adam
Title: Treasurer

STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, NATIONAL ASSOCIATION, not in its individual capacity, but solely as Owner Trustee

By: Susan T. Keller
Name: **SUSAN T. KELLER**
Title: **vice President**

PROVINCE OF CONNECTICUT)
COUNTRY OF HARTFORD) ss

On this 22nd day of December, 1997, before me personally appeared Susan T. Keller, to me personally known, who being by me duly sworn, says that he/she is the Vice President of STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, NATIONAL ASSOCIATION, who acknowledged himself/herself to be a duly authorized officer of STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, NATIONAL ASSOCIATION, and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

Karen R. Felt
Notary Public

My commission does not expire KAREN R. FELT
NOTARY PUBLIC
My Commission Expires 02/28/99

SCHEDULE 1
DESCRIPTION OF ROLLING STOCK

(AMTRAK TRUST 97-~~B~~)

<u>Description</u>	<u>Amtrak Equipment Numbers</u>	<u>Amerail Equipment Numbers</u>
FIFTY (50) AMERAIL VIEWLINER PASSENGER CARS	AMTK 62000 through AMTK 62049, inclusive	23001 through 23050, inclusive