U.S. Department
of Transportation

**Federal Railroad
Administration**

400 Seventh St., S.W.
Washington, D.C. 20590

June 28, 1990

RECORDATION NO. 6690-QQQQ FILED 1425

JUN 29 1990 -12 50 PM

INTERSTATE COMMERCE COMMISSION

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D. C. 20423

RECORDATION NO. 6690-QQQQ FILED 1425

JUN 29 1990 -12 50 PM

INTERSTATE COMMERCE COMMISSION

Dear Ms. McGee:

I have enclosed three originals of the documents described below to be recorded pursuant to Section 11303 of Title 49 of the United States Code. These documents are:

1. a Release of Mortgage and Consent, a secondary document dated as of May 30, 1990 ("May 30 Release"). The primary document to which this secondary document is connected is the Security Agreement of October 5, 1983, which is to be recorded under Recordation No. 6690.

2. a Release of Mortgage and Consent, a secondary document dated as of June 1, 1990 ("June 1 Release"). The primary document to which this secondary document is connected is the Security Agreement of October 5, 1983, which is to be recorded under Recordation No. 6690.

The parties to both the May 30 Release and the June 1 Release are the Federal Railroad Administrator as Mortgagee and National Railroad Passenger Corporation ("Amtrak") as a consenting party.

The addresses of the parties to the above-referenced documents are:

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

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

The railway equipment covered by the May 30 Release consists of seventy (70) highspeed material handling railcars

Counterparts - fm

bearing Amtrak road numbers 1500 to 1569, inclusive. The railway equipment covered by the June 1 Release consists of nine (9) EMD F40 PH locomotives bearing Amtrak road numbers 401 to 409, inclusive.

Because the referenced documents are being filed on behalf of an agency of the United States, the undersigned requests that all filing fees be waived. Please return the original and any extra copies not needed by the Commission for recordation to the person delivering same stamped with the appropriate recordation number.

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

Release of Mortgage and Consent pertaining to the Security Agreement with Recordation No. 6690 dated as of May 30, 1990 and covering seventy (70) highspeed material handling railcars bearing Amtrak road numbers 1500 to 1569, inclusive.

Release of Mortgage and Consent pertaining to the Security Agreement with Recordation No. 6690 dated as of June 1, 1990 and covering nine (9) EMD F40 PH locomotives bearing Amtrak road numbers 401 to 409, inclusive.

The undersigned is one of the attorneys for the Federal Railroad Administrator.

Respectfully submitted,

William R. Fashouer

William R. Fashouer
Attorney - Adviser

# Interstate Commerce Commission
Washington, D.C. 20423

7/2/90

OFFICE OF THE SECRETARY

William R. Fashouer
Attorney-Advisor
U.S.Department of Transportation
400 Seventh St. S. W.
Washington,D.C. 20590

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/29/90 at 12:50PM and assigned recordation number(s). 6690-PPPP and 6690-QQQQ.

Sincerely yours,

Noreta R. McGee

Noreta R. McGee
Secretary

Enclosure(s)

[EXECUTION COPY]

RECORDATION NO. 16690-0998 FILED 1425

JUN 29 1990 -12 50 PM

INTERSTATE COMMERCE COMMISSION

RELEASE OF MORTGAGE AND CONSENT

Dated as of May 30, 1990

by the

FEDERAL RAILROAD ADMINISTRATOR
of the
DEPARTMENT of TRANSPORTATION

SEVENTY (70) HIGH-SPEED MATERIAL
HANDLING RAILCARS

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ANNEX A - DEFINITIONS

# RELEASE OF MORTGAGE AND CONSENT

THIS RELEASE OF MORTGAGE and CONSENT dated as of May 30, 1990 made by the FEDERAL RAILROAD ADMINISTRATOR for himself and on behalf of the Secretary of the Department of Transportation (hereinafter called the "FRA"), in favor of NATIONAL RAILROAD PASSENGER CORPORATION (also known as Amtrak), a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia (hereinafter called "Amtrak").

W I T N E S S E T H :

WHEREAS, Amtrak has executed and delivered the FRA Note;

WHEREAS, to secure the FRA Note, Amtrak assigned to the FRA pursuant to the FRA Security Agreement all of Amtrak's right, title and interest in and to certain rolling stock, including rolling stock acquired after the date of the FRA Security Agreement, subject to the terms and provisions of the FRA Security Agreement;

WHEREAS, Amtrak desires to enter into the Overall Transaction which contemplates, among other things, that (1) Amtrak will lease the Units to Owner Trustee from time to time pursuant to the Lease, which grants to Owner Trustee a right to purchase each such Unit for $1.00 at certain times specified therein, (2) Owner Trustee will simultaneously sublease such Units to Amtrak pursuant to the Sublease, which grants to Amtrak the right to acquire Owner Trustee's interests in such Units under the Lease at a specified price on the Special Purchase Date and at fair market value at certain times thereafter as set forth therein, (3) Amtrak will have, subject to the terms and conditions of the Sublease, the sole use and possession of the Equipment for the term of the Sublease and (4) in order to secure its obligations under the Indenture, the Secured Notes, the Lease, the Sublease and each other Operative Document to which Amtrak is a party, Amtrak may grant to Indenture Trustee or Owner Trustee, as the case may be, pursuant to the Indenture and the Lessee Security Agreement, a lien on (a) the Units which have been subjected to the Lease and (b) Amtrak's interests under the Lease;

WHEREAS, Section 304(d) of the Rail Passenger Service Act, 45 USC § 501 et seq., prohibits Amtrak from incurring an obligation with a liquidation interest superior

to any preferred stock issued to the Secretary or secured by a lien on the property of Amtrak without the consent of the Secretary; and

WHEREAS, in order to implement the Overall Transaction, the parties thereto require Amtrak to obtain this Release and Consent from the FRA and the FRA is willing to provide this Release and Consent to Amtrak in connection with the Overall Transaction;

NOW, THEREFORE, in consideration of the foregoing, the benefits and advantages to be derived by the FRA, the sum of one dollar paid to the FRA and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the FRA hereby agrees as follows:

Section 1. Definitions. Capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Release and Consent, including the preceding recitals, have the respective meanings specified therefor in Annex A hereto.

Section 2. Interpretations. All references in this instrument to designated "Sections" and other subdivisions are, unless otherwise specified, to the designated Sections and subdivisions of this instrument. The words "hereof," "herein," "hereto," "hereby" and "hereunder" refer to this entire Release and Consent. Words importing persons include firms, associations and corporations and a reference to a person includes its permitted successors and assigns; all words importing the singular number include the plural number and vice versa; all words importing the masculine gender include the feminine gender; "or" is not exclusive and "include" and "including" are not limiting; a reference to any agreement or other contract includes permitted supplements and amendments; and a reference to a law includes any amendment or modification to such law and any rules or regulations issued thereunder or any law enacted in substitution or replacement therefor.

Section 3. Release of Lien. The FRA, on its own behalf and on behalf of the Secretary, does hereby irrevocably, expressly and unconditionally release and discharge, unto Amtrak and its successors and assigns, effective at such time as any Unit becomes subject to the Indenture, the Lessee Security Agreement, the Lease and the Sublease, all right, title, interest, claim and demand whatsoever that the FRA may have, including through or under the FRA Security Agreement, in, to and in respect of such Unit and rights and properties related thereto, including, without

limitation, (a) all rents, income, revenues, profits and benefits at any time attributable to possession of title to such Unit, (b) any proceeds of insurance required to be maintained at any time by Amtrak pursuant to the Sublease covering loss or damage to such Unit, (c) any award at any time resulting from or payable with respect to any condemnation, confiscation, seizure or other requisition of title or use of such Unit by any governmental or other authority and (d) any additions, modifications or improvements described in Section 12.2(ii) of the Sublease; and the FRA hereby quitclaims all said right, title, interest, claims and demands, unto Amtrak and its successors and assigns, forever, free and discharged from the liens and security interests under the FRA Security Agreement. Notwithstanding the foregoing, if Amtrak at any time acquires the Leasehold Interest with respect to any Unit by purchase pursuant to Section 16 of the Sublease or otherwise, this Release and Consent shall, as between Amtrak and the FRA, after such acquisition, not be deemed to have released any lien or any right, title, interest, claim or demand whatsoever of the FRA referred to above with respect to such Unit and such lien, right, title, interest, claim or demand shall be reinstated and recorded through all appropriate documents.

Section 4. Consent to the Overall Transaction and Subordination of Preferred Stock. The FRA, on its own behalf and on behalf of the Secretary, consents for the purposes of Section 304(d) of the Rail Passenger Service Act (45 U.S.C. 544(d)) to Amtrak's entering into the Overall Transaction including Amtrak's granting of a security interest in the Units to Indenture Trustee under the Indenture and to Owner Trustee under the Lessee Security Agreement and the FRA agrees that the interests of Indenture Trustee and Owner Trustee in connection with the Overall Transaction may include, and the FRA authorizes Amtrak to grant, liquidation interests in the property of Amtrak as contemplated in the Overall Transaction superior to the liquidation interest of any preferred stock issued to the Secretary.

Section 5. Amendments to Operative Documents. The FRA hereby expressly acknowledges, consents and agrees, at any time and from time to time, without the consent of or notice to the FRA, without incurring responsibility to the FRA and without impairing or releasing any of Owner Trustee's rights, or any of the obligations of the FRA hereunder to the extent permitted by law, to changes in the Operative Documents which do not alter or which do not adversely affect the rights and obligations of the FRA as described herein and in the FRA Security Agreement.

Section 6. Representations and Warranties. The FRA represents and warrants to Amtrak and the other parties to the Overall Transaction that (a) the FRA is the sole holder of the FRA Note, (b) the FRA has full power and authority to act on behalf of the Secretary as provided herein, (c) the execution and delivery of this Release and Consent, and the performance by the FRA and the Secretary of their respective obligations hereunder, are within their respective powers and have been duly authorized by all necessary administrative actions applicable thereto, (d) this Release and Consent constitutes a legal, valid and binding obligation of the FRA and the Secretary enforceable against the FRA and the Secretary in accordance with its terms and (e) neither the execution and delivery of this Release and Consent nor performance by the FRA or the Secretary, acting through the FRA, of its obligations hereunder 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 is now subject, and are not in violation of any law, statute, regulation or decree applicable thereto.

Section 7. Amendments. This Release and Consent may be amended only by an agreement in writing signed by the FRA, Indenture Trustee, Owner Trustee and Amtrak and shall specifically refer to itself as an amendment hereto. In the event of any conflict between the terms of this Release and Consent and the other Operative Documents, the terms of this Release and Consent shall prevail with respect to the rights and obligations of the FRA.

Section 8. Governing Law. The interpretation of this Release and Consent and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the District of Columbia or, to the extent the Federal law of the United States of America is applicable, such Federal law.

Section 9. Consent. Amtrak hereby consents and agrees to the terms of this Release and Consent.

Section 10. Binding Effect. Nothing in this Release and Consent shall be deemed to bind any agency or instrumentality of the United States government other than the FRA and the Department of Transportation.

IN WITNESS WHEREOF, the undersigned duly authorized FRA has executed this Release and Consent by signing it as of May 30, 1990.

FEDERAL RAILROAD ADMINISTRATOR,
as such and on behalf of the
Secretary of the Department
of Transportation

By: _____
Name: Gilbert E. Carmichael

Consent:

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____
Name: Richard I. Klein
Title: Treasurer

[RELEASE AND CONSENT]

DISTRICT OF COLUMBIA )
: ss.
CITY OF WASHINGTON )

Before me, a Notary Public in and for the District of Columbia, appeared in person the within named _____ _____, Federal Railroad Administrator of the Department of Transportation, to me personally known, who stated that he is duly authorized to execute the foregoing instrument for himself and on behalf of the Secretary of the Department of Transportation, and further stated and acknowledged that he had executed the foregoing instrument for himself and on behalf of the Secretary of the Department of Transportation as a free and voluntary act and deed, for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 25th day of June __, 1990.

Notary Public

[SEAL]

My commission expires:

Feb. 14, 1995

[RELEASE AND CONSENT]

STATE OF District of )
: ss.
COUNTY OF Columbia )

On this 25th day of June, 1990, before me personally appeared Richard I. Klein, to me personally known, who, being by me duly sworn, did say that he is a Treasurer of NATIONAL RAILROAD PASSENGER CORPORATION and that the instrument was signed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.

Notary Public

My commission expires

1-1-95

ANNEX A TO
RELEASE AND CONSENT

## DEFINITIONS

The following terms shall have the following meanings for all purposes of the Release and Consent (as modified, amended or supplemented from time to time) to which this Annex A is appended:

"Amtrak" means National Railroad Passenger Corporation, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia, and its successors and assigns, also known as Lessor.

"CB&T" means The Connecticut Bank and Trust Company, National Association, in its individual capacity.

"Delivery Date" means the date on or as of which the Units are subjected to the Lease and Sublease.

"Equipment" means up to seventy (70) high-speed material handling railcars to the extent and for so long as they are subjected to the Lease and Sublease, together with related appliances, parts, accessories, appurtenances, additions, improvements and other equipment or components of any nature installed thereon, as specified in the Delivery Notice (but subject to Section 3.5 of the Participation Agreement) and replacements thereof and substitutions therefor, including any Replacement Units substituted for Units in accordance with Section 7.2 of the Sublease (individually, a "Unit" and, collectively, the "Equipment" or the "Units"). For avoidance of doubt, a Purchased Unit shall not be included in the Equipment or be deemed a Unit for any purpose under the Operative Documents.

"FRA" means the Federal Railroad Administrator for himself and on behalf of the Secretary of the Department of Transportation.

"FRA Note" means that certain Note dated as of October 5, 1983 from Amtrak to the FRA.

"FRA Security Agreement" means that certain Security Agreement dated October 5, 1983 by and between Amtrak and the FRA.

"FRA Subordinated Security Agreement" means that certain FRA Subordinated Security Agreement dated as of May 30, 1990 by and between Amtrak and the FRA.

"Indenture" means that certain Trust Indenture and Security Agreement (Mortgage) dated as of May 30, 1990 among Amtrak, Owner Trustee and Indenture Trustee. Unless the context otherwise requires, "Indenture" shall include each Indenture Supplement.

"Indenture Supplement" means any amendment or supplement to the Indenture adopted in accordance with Article XIII of the Indenture, including an indenture supplement substantially in the form of either Appendix C or D to the Indenture.

"Indenture Trustee" means Meridian Trust Company, a Pennsylvania trust Company, in its capacity as Indenture Trustee under the Indenture.

"Lease" means that certain Lease of Railroad Equipment dated as of May 30, 1990 between Amtrak, as lessor, and Owner Trustee, as lessee. Unless the context otherwise requires, "Lease" shall include each Lease Supplement.

"Lease Supplement" means a supplement to the Lease in substantially the form of Exhibit A to the Lease, entered into between Lessor and Lessee (collectively, the "Lease Supplements").

"Leasehold Interest" with respect to a Unit means the rights thereto of Lessee created under the Lease.

"Lessee" means The Connecticut Bank and Trust Company, National Association, a national banking association, not in its individual capacity but solely as Owner Trustee except as otherwise expressly provided in the Operative Documents, in its capacity as lessee under the Lease.

"Lessee Security Agreement" means that certain Lessee Security Agreement (Mortgage) dated as of May 30, 1990 by and between Amtrak and Owner Trustee. Unless the context otherwise requires, "Lessee Security Agreement" shall include each Lessee Security Agreement Supplement.

"Lessee Security Agreement Supplement" means a supplement to the Lessee Security Agreement in substantially the form of Exhibit A to the Lessee Security Agreement,

entered into between Amtrak and Owner Trustee (collectively, the "Lessee Security Agreement Supplements").

"Lessor" means Amtrak, in its capacity as lessor under the Lease.

"Loan Participants" mean those parties listed on Schedule I to the Participation Agreement.

"Operative Documents" means, collectively, the Participation Agreement, the Trust Agreement, the Indenture, any Indenture Supplement, the Lease, any Lease Supplement, the Sublease, any Sublease Supplement, the Tax Indemnity Agreement, the Secured Notes each with an Owner Trustee Assumption Confirmation attached thereto, the Warranty Assignment, the Release and Consent, the FRA Subordinated Security Agreement, the Cure Rights Agreement, the Lessee Security Agreement and any Lessee Security Agreement Supplement.

"Overall Transaction" means the arrangements and transactions contemplated by and reflected in the Operative Documents.

"Owner Participant" means American Security Bank, National Association, a national banking association.

"Owner Trustee" means The Connecticut Bank and Trust Company, National Association, a national banking association, not in its individual capacity but solely as Owner Trustee under the Trust Agreement, except as otherwise expressly provided in the Operative Documents.

"Owner Trustee Assumption Confirmation" means an Owner Trustee Assumption Confirmation dated the Delivery Date and executed and delivered by Owner Trustee and Indenture Trustee in the form attached to each Secured Note.

"Participation Agreement" means that certain Participation Agreement dated as of May 30, 1990 among Amtrak, Owner Participant, the Loan Participants, CB&T, Owner Trustee and Indenture Trustee.

"Rail Passenger Service Act" means the Rail Passenger Service Act (45 U.S.C. § 501 et seq.).

"Release and Consent" means that certain Release of Mortgage and Consent to Lease date as of May 30, 1990 by the FRA delivered as of the Delivery Date.

"Replacement Note" has the meaning specified in Section 4.03 of the Indenture.

"Replacement Unit" for a Unit suffering a Casualty Occurrence means a material handling car of the same or improved model as the Unit being replaced, or a comparable material handling car of a different manufacturer, in any case having a value, utility and remaining useful life at least equal to the Unit being replaced, assuming that the Unit being replaced was of the value, utility and remaining useful life as required by the terms hereof immediately prior to such Casualty Occurrence.

"Secretary" means the Secretary of the Department of Transportation.

"Secured Note" means each of the notes of Amtrak, substantially in the form thereof specified in Appendix A to the Indenture, as are authenticated and delivered pursuant to the Indenture and as assumed by Owner Trustee pursuant to an Owner Trustee Assumption Confirmation and any Replacement Note.

"Sublease" means that certain Sublease of Railroad Equipment dated as of May 30, 1990 between Owner Trustee, as sublessor, and Amtrak, as sublessee. Unless the context otherwise requires, "Sublease" shall include each Sublease Supplement.

"Sublease Supplement" means a supplement to the Sublease in substantially the form of Exhibit A to the Sublease, entered into between Sublessor and Sublessee (collectively, the "Sublease Supplements").

"Sublessee" means National Railroad Passenger Corporation, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia, also known as Amtrak in its capacity as sublessee under the Sublease.

"Sublessor" means The Connecticut Bank and Trust Company, National Association, a national banking association, not in its individual capacity but solely as Owner Trustee except as otherwise expressly provided in the Operative Documents, in its capacity as sublessor under the Sublease.

"Tax Indemnity Agreement" means that certain Tax Indemnity Agreement dated as of May 30, 1990 between Owner Participant and Amtrak.

"Trust Agreement" means that certain Trust Agreement dated as of May 30, 1990 between Owner Participant and CB&T.

"Unit" and "Units" have the meanings set forth under "Equipment".

"Warranty Assignment" means that certain Warranty Assignment dated as of May 30, 1990 between Amtrak, as assignor, and Owner Trustee, as assignee.