

REGISTRATION NO. 6690-III
FILED III

SEP 29 '98 2-50 PM

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OF COUNSEL
URBAN A. LESTER

County Parts - K. Bartman

September 29, 1998

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 98-C), 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 to 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

First Union National Bank
10 Statehouse Square
Hartford, Connecticut 06103

Mr. Vernon A. Williams
September 29, 1998
Page 2

A description of the equipment for which the Administrator's security interest is being terminated is set forth on Schedule I attached thereto.

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.

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

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert W. Alvord", with a stylized flourish at the end.

Robert W. Alvord

RWA/bg
Enclosures

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20423-0001

OFFICE OF THE SECRETARY

Date: 9/29/98

Robert W. Alvord
Alvord And Alvord
918 Sixteenth Street, NW., Ste, 200
Washington, DC., 20006-2973

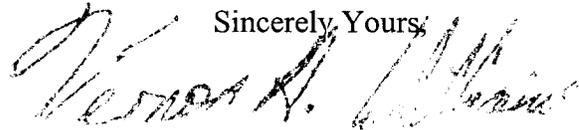
Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of 49 U.S.C. 11301

and 49 CFR 1177.3(c), on 9/29/98 at 2:50PM , and

assigned recordation number(s). 21679, 21679-A, 17286-S, 19796-A and 6690-III. ^L

Sincerely Yours,



Vernon A. Williams

Enclosure(s)(5)

130.00

\$_____ The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid. In the event of an error or any questions concerning this fee, you will receive a notification after the Surface Transportation Board has an opportunity to examine your document.

Signature-----



RECORDATION NO. 6690-III
FILED III

SEP 23 '98

2-50PM

**CONSENT TO TERMINATION AND RELEASE OF LIEN
(AMTRAK TRUST 98-C)**

THIS CONSENT TO TERMINATION AND RELEASE OF LIEN (AMTRAK TRUST 98-C) dated as of September 15, 1998 (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 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 passenger cars, including passenger cars acquired after the date of the FRA Security Agreement, subject to the terms and provisions of the FRA Security Agreement;

WHEREAS, pursuant to that certain Participation Agreement (Amtrak Trust 98-C) dated as of September 15, 1998, among Amtrak, General Electric Capital Corporation, as Owner Participant, Export Development Corporation, as Loan Participant, The First National Bank of Maryland, not in its individual capacity but solely as Indenture Trustee, and First Union National Bank, 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 (together with any replacements and substitutes therefor, the "*Equipment*") to Owner Trustee and will leaseback such Equipment pursuant to that certain Lease of Railroad Equipment (Amtrak Trust 98-C) dated as of September 15, 1998, between Amtrak and Owner Trustee;

NOW, THEREFORE, in order to induce, and in consideration of, 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 the obligations under the Lease and other Operative Documents (as defined therein) and any documents providing security therefor or entered into in connection therewith.
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 Owner Trustee's rights, or any of the obligations of the Administrator hereunder, to changes in the Operative

Documents or any documents providing security therefor, which do not materially adversely affect the rights and obligations of the Administrator as described herein.

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 Equipment.

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 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 Owner Trustee to perform any obligation to the Administrator will create no right or claim by Amtrak against Owner Trustee.

8. 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: *John M. Molitoris*
Name:
Title:

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____
Name: Alfred S. Altschul
Title: Vice President - Finance and Chief Financial Officer

FIRST UNION NATIONAL BANK,
not in its individual capacity, but solely as
Owner Trustee

By: _____
Name:
Title:

DISTRICT OF)
) ss
COLUMBIA)

On this 29th day of September, 1998, before me personally appeared Glenn H. Matiterys, to me personally known, who being by me duly sworn, says that he/she is the 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.

Robert J. Jackson
Notary Public

My Commission Expires: OCT 31 1999

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: Alfred S. Altschul
Title: Vice President - Finance and Chief Financial Officer

FIRST UNION NATIONAL BANK,
not in its individual capacity, but solely as
Owner Trustee

By: 
Name:
Title: W. JEFFREY KRAMER V.P.

STATE OF CONNECTICUT)
) ss
COUNTY OF HARTFORD)

On this 22 day of September, 1998, before me personally appeared W. Jeffrey Kramer, to me personally known, who being by me duly sworn, says that he/she is the Vice President of FIRST UNION NATIONAL BANK, who acknowledged himself/herself to be a duly authorized officer of FIRST UNION NATIONAL BANK, and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.



Notary Public

My commission does not expire until September 30, 2002

KATHERINE A. HALLER
NOTARY PUBLIC
MY COMMISSION EXPIRES SEP. 30, 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: Alfred S. Altschul
Name: Alfred S. Altschul
Title: Vice President - Finance and Chief Financial Officer

FIRST UNION NATIONAL BANK,
not in its individual capacity, but solely as
Owner Trustee

By: _____
Name:
Title:

DISTRICT OF)
) ss
COLUMBIA)

On this 24th day of September, 1998 before me personally appeared Alfred S. Altschul, to me personally known, who being by me duly sworn, says that he is the Vice President - Finance and Chief Financial Officer 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: 1-1-2000

SCHEDULE I
DESCRIPTION OF ROLLING STOCK

(AMTRAK TRUST 98-C)

DESCRIPTION OF UNITS

| <u>Description</u> | <u>Amtrak Equipment Numbers</u> | <u>Bombardier Equipment Numbers</u> |
|---|---|--|
| NINE (9) SUPERLINER II SLEEPER CARS | AMTK 32110 through AMTK 32118, inclusive | V080, V084, V085, V087, V089, V091, V093, V095, V097, |
| FIVE (5) SUPERLINER II DELUXE SLEEPER CARS | AMTK 32501 through AMTK 32505, inclusive | V099, V101, V103, V105, V107 |
| THIRTY-FIVE (35) SUPERLINER II TRANSITION DORM CARS | AMTK 39012 through AMTK 39046, inclusive | V161 through V195, inclusive |
| TEN (10) SUPERLINER II DINER CARS | AMTK 38059 through AMTK 38068, inclusive | V151 through V160, inclusive |
| FIFTEEN (15) SUPERLINER II LOUNGE CARS | AMTK 33035 through AMTK 33049, inclusive | V090, V092, V094, V096, V098, V141 through V150, inclusive |
| THIRTY-EIGHT (38) SUPERLINER II COACH CARS | AMTK 34102 through AMTK 34139, inclusive | V082, V100, V102, V104, V106, V108 through V140, inclusive |