

RECORDATION NO. 21295-B

JUL 15 '10 - 1 10 PM

SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD
ATTORNEYS AT LAW
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SUITE 301
WASHINGTON, D.C.
20036

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

OF COUNSEL
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July 15, 2010

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423

Dear Section Chief:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Lease Termination, Amended and Restated Trust and Security Agreement and Indenture Supplement No. 1, dated as of July 15, 2010, a secondary document as defined in the Board's Rules for the Recordation of Documents

The enclosed document relates to the Lease and Indenture previously filed with the Board under Recordation Number 21295

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

Lessee:	National Railroad Passenger Corporation 10 G Street, NE Washington, DC 20002
Owner Trustee:	U.S. Bank National Association (as successor in interest to First Union National Bank), not in its individual capacity but solely as Trustee 920 King Street Wilmington, DE 19801
Indenture Trustee:	Manufacturers and Traders Trust Company (successor-in-interest to The First National Bank of Maryland 25 South Charles Street Baltimore, MD 21201

Chief, Section of Administration
July 15, 2010
Page 2

A description of the railroad equipment covered by the enclosed document
is:

8 locomotives: AMTK 710 - AMTK 717.

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

Memorandum of Lease Termination, Amended and Restated Trust and
Security Agreement and Indenture Supplement No. 1

Also enclosed is a check in the amount of \$41 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/bhs
Enclosures

JUL 15 '10 -1 10 PM

AMTRAK TRUST 98-A

SURFACE TRANSPORTATION BOARD

MEMORANDUM OF LEASE TERMINATION, AMENDED AND RESTATED TRUST INDENTURE AND SECURITY AGREEMENT AND INDENTURE SUPPLEMENT NO 1, dated as of July 15, 2010, by and among NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia ("Amtrak"), U.S. BANK NATIONAL ASSOCIATION, a national banking association (as successor-in-interest to First Union National Bank), not in its individual capacity, but solely as Owner Trustee (the "Owner Trustee") under the Trust Agreement, dated as of March 15, 1998 (the "Trust Agreement") and MANUFACTURERS AND TRADERS TRUST COMPANY, a New York banking corporation (as successor-in-interest to The First National Bank of Maryland), as Indenture Trustee (together with any successor indenture trustee, the "Indenture Trustee" and together with Amtrak and Owner Trustee, the "Parties"). Capitalized terms used herein which are not defined herein shall have their respective meanings ascribed thereto as set forth in the Indenture (defined below).

WHEREAS, Owner Trustee, as lessor, and Amtrak, as lessee, entered into that certain (i) Lease of Railroad Equipment (Amtrak Trust 98-A) dated as of March 15, 1998 (the "Lease") and (ii) that certain Lease Supplement No. 1 (Amtrak Trust 98-A) dated March 27, 1998 ("Lease Supplement No. 1"), a memorandum of both of which was recorded with the Surface Transportation Board ("STB") on March 27, 1998 at 1:25 p.m. under Recordation No. 21295, covering the railroad equipment listed in Schedule A hereto, bearing the equipment numbers of Amtrak shown in said Schedule A, and all additions and alterations thereof, replacements thereof and substitutions thereof (the "Equipment"),

WHEREAS, Owner Trustee and Indenture Trustee entered into that certain (i) Trust Indenture and Security Agreement (Amtrak Trust 98-A), dated as of March 15, 1998 (the "Original Indenture") and (ii) that certain Trust Agreement and Indenture Supplement No. 1 (Amtrak Trust 98-A), dated as of March 27, 1998 ("Original Indenture Supplement No. 1") a memorandum of which was recorded with the STB on March 27, 1998 at 1:25 p.m. under Recordation No. 21295-A, covering the Equipment,

WHEREAS, pursuant to the terms and conditions of the Operative Documents (as defined in the Lease) and an Omnibus Termination and Amendment and Restatement Agreement (Amtrak Trust 98-A) dated as of July 15, 2010 (the "Omnibus Agreement") Amtrak is purchasing the Equipment from Owner Trustee, and in connection therewith, (i) the Lease, as supplemented by Lease Supplement No. 1, shall be terminated, (ii) Amtrak is assuming the obligations of Owner Trustee in respect of the indebtedness that was issued under and secured by the Original Indenture (the "Assumed Indebtedness") and (iii) Owner Trustee's rights, interests, obligations and duties under the Original Indenture, Original Indenture Supplement No. 1 and any and all indebtedness created thereunder shall terminate,

WHEREAS, Amtrak and Indenture Trustee have entered into that certain Amended and Restated Trust Indenture and Security Agreement (Amtrak Trust 98-A), dated as of July 15, 2010 (the "Indenture") and that certain Indenture Supplement No. 1 ("Indenture Supplement No. 1"), which (i) in so far as it relates to the Assumed Indebtedness and the Equipment, amends and restates the Original Indenture and the Original Indenture Supplement No. 1, (ii) provides for the issuance of new direct secured notes of Amtrak in replacement and cancellation of the secured notes issued under the Original Indenture, and (iii) subjects, *inter alia*, as hereafter described, Amtrak's right, title and interest in the Equipment to the lien of the Indenture,

WHEREAS, pursuant to the Indenture, Amtrak has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed unto Indenture Trustee, its successors and assigns, for the security and benefit of Note Holder from time to time, a security interest in and mortgage Lien on all estate, right, title and interest of Amtrak in, to and under the following described property (as defined in the Indenture), rights, interests and privileges to wit

(1) the Equipment and all replacements thereof and substitutions therefor in which Amtrak shall from time to time acquire an interest as provided herein, all as more particularly described in the Indenture Supplement No. 1, executed and delivered with respect to the Equipment or any such replacements or substitutions therefor, as provided in this Indenture, and the interest of Amtrak in all records, logs and other documents at any time maintained by Amtrak with respect to the foregoing property,

(2) the Bill of Sale;

(3) all rents, issues, profits, revenues and other income of the property subjected or required to be subjected to the Lien of the Indenture,

(4) 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 Annex C of the Indenture,

(5) 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 Amtrak pursuant to any term of any Indenture Document and held or required to be held by Indenture Trustee hereunder, and

(6) all proceeds of the foregoing,

WHEREAS, the amendment and restatement of the Original Indenture and the Original Indenture Supplement No. 1 and the termination of the Lease and Lease Supplement No. 1, shall be effective as of the Closing Date (as defined in the Omnibus Agreement),

WHEREAS, the Parties wish to show for the public record the existence of the aforesaid sale and assignment of the Equipment and the Assumed Indebtedness, and the respective interests therein of the Parties;

NOW, THEREFORE, to accomplish the foregoing, the Parties are filing this Memorandum of Lease Termination, Amended and Restated Trust Indenture and Security Agreement and Indenture Supplement No 1 with the STB pursuant to 49 USC section 11301(a).

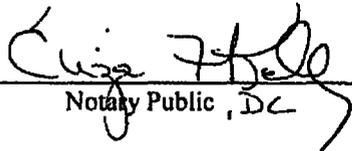
This Memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum

NATIONAL RAILROAD PASSENGER
CORPORATION

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

DISTRICT OF COLUMBIA)
) SS.:)

On this 2 day of July, 2010, before me personally appeared Dale Stein, to me personally known, who, by me being duly sworn, says that he/she is Treasurer of NATIONAL RAILROAD PASSENGER CORPORATION, that the foregoing instrument was signed on behalf of said 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.



Notary Public, DC

My commission expires

*My Commission Expires
July 31, 2014*

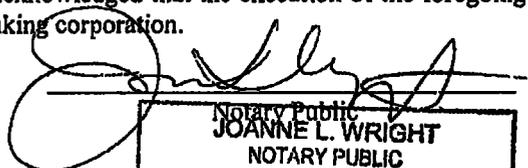
This Memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

U.S. BANK, NATIONAL ASSOCIATION,
not in its individual capacity, but solely as
Owner Trustee

By: Nicole Poole
Name: **Nicole Poole**
Title: **Vice President**

STATE OF Delaware)
COUNTY OF New Castle) SS.

On this 1 day of July, 2010, before me personally appeared Nicole Poole, to me personally known, who, by me being duly sworn, says that he/she is Vice President of U.S BANK, NATIONAL ASSOCIATION, and that the foregoing instrument was signed on behalf of said Delaware 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 banking corporation.

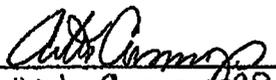


Notary Public
JOANNE L. WRIGHT
NOTARY PUBLIC
DELAWARE
MY COMMISSION EXPIRES NOV. 14, 2011

My commission expires

This Memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

MANUFACTURERS AND TRADERS
TRUST COMPANY, as successor-in-
interest to The First National Bank of
Maryland, as Indenture Trustee

By: 
Name: Arif Cunniff
Title: Banking officer

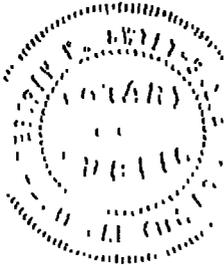
Mayland)
)
Baltimore, City) ss

On this day of July, 2010, before me personally appeared Arto Suman, residing at 25 S. Charles St, 11th Fl, to me personally known, who being by me duly sworn, says that he/she is the Trust Admin of Manufacturers and Traders Trust Company, who acknowledged himself/herself to be a duly authorized officer of Manufacturers and Traders Trust Company, and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

Debra Smith-Enley
Notary Public

My Commission Expires: 4/4/2014

SEAL



Schedule A to
Memorandum of Partial Lease
Termination, Amended and Restated
Indenture and Indenture Supplement
No. 1

DESCRIPTION OF UNITS-LOCOMOTIVES
(AMTRAK TRUST 98-A)

<u>Description</u>	<u>Seller Equipment Numbers</u>	<u>General Electric Serial Numbers</u>
Eight (8) General Electric AMD-110 AC Dual Mode Locomotives	710 through 717, inclusive	50190 through 50197, inclusive

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 7 | 15 | 10



Robert W. Alvord