

RECORDATION NO. 6690-JJJJJJJ FILED

DEC 19 '00 12-27 PM

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SURFACE TRANSPORTATION BOARD

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

December 19, 2000

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Re: Amtrak Trust 2000-SD-A

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) copies of a Termination and Release of Lien (Amtrak 2000-SD-A) dated as of December 19, 2000, 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:

Secured Party:	Federal Railroad Administration 400 Seventh Street, S.W. Washington, D.C. 20590
Lessee:	National Railroad Passenger Corporation 60 Massachusetts Avenue, N.E. Washington, D.C. 20002
Owner Trustee:	Wilmington Trust Company Rodney Square North 1100 North Market Street Wilmington, Delaware 19801

Mr. Vernon A. Williams  
December 19, 2000  
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A description of the railroad equipment covered by the enclosed document is:

Ten (10) railcars within the series AMTK 6304 - 6905, not inclusive.

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

Termination and Release of Lien (Amtrak 2000-SD-A), dated as of December 19, 2000 among the Federal Railroad Administration, Secured Party National Railroad Passenger Corporation, Lessee, and Wilmington Trust Company, Owner Trustee, as to ten (10) railcars within the series AMTK 6304 - 6905, not inclusive.

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 and cross indexing fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/anm  
Enclosures

TERMINATION AND RELEASE OF LIEN  
(AMTRAK TRUST 2000-SD-A)

DEC 19 '00 12-27 PM

## SURFACE TRANSPORTATION BOARD

THIS TERMINATION AND RELEASE OF LIEN (AMTRAK TRUST 2000-SD-A) dated December 19, 2000 (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 AMTRAK 2000-SD-A TRUST, a Delaware business trust (the "Trust"), all of the activities of which shall be conducted by Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity, but solely as trustee for the Trust (the "Owner Trustee" which term, unless the context otherwise requires, shall include the Trust).

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 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, pursuant to that certain Participation Agreement (Amtrak Trust 2000-SD-A) dated as of September 15, 2000, among Amtrak, Philip Morris Capital Corporation, "Owner Participant", Banca Commerciale Italiana (Ireland) PLC, Deutsche VerkehrsBank AG, DG Bank Deutsche Genossenschaftsbank AG, National Westminster Bank PLC and Westside Funding Corporation, "Loan Participants", Wilmington Trust Company, not in its individual capacity, except as otherwise expressly provided therein, but solely as Owner Trustee and Allfirst Bank, not in its individual capacity but solely as Indenture Trustee "Indenture Trustee", and (as amended, supplemented or otherwise modified from time to time, the "Participation Agreement"), Amtrak will sell the units of rolling stock identified on Schedule I 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 2000-SD-A) dated as of September 15, 2000, 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. All right, title and interest of the Administrator in and to the Equipment is hereby terminated and released.
2. 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 terminate and release all of its right, title and interest in and to the Equipment.

3. 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.

4. 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.

5. Amtrak hereby consents and agrees to the terms of the foregoing.

6. 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.

[signature pages follow on next page]

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

FEDERAL RAILROAD ADMINISTRATION

By: *Jolene M. Molitoris*  
Name: *JOLENE M MOLITORS*  
Title: *ADMINISTRATOR*

NATIONAL RAILROAD PASSENGER CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

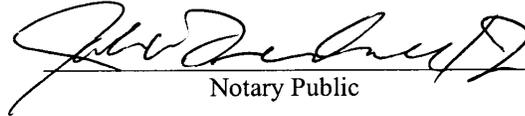
AMTRAK 2000-SD-A TRUST

By: Wilmington Trust Company, not in its individual capacity but solely as Owner Trustee

By: \_\_\_\_\_  
Name:  
Title:

DISTRICT OF )  
 ) ss  
COLUMBIA )

On this 19<sup>th</sup> day of December, 2000, before me personally appeared Tolene M. Molitoris, 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.

  
Notary Public

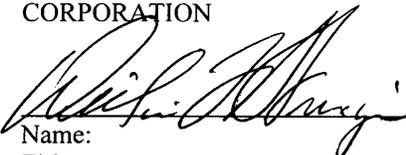
My Commission Expires: 2-18-05

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:  
Title:

AMTRAK 2000-SD-A TRUST

By: Wilmington Trust Company, not in its individual capacity, but solely as Owner Trustee

By: \_\_\_\_\_  
Name:  
Title:

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:  
Title:

AMTRAK 2000-SD-A TRUST

By: Wilmington Trust Company, not in its individual capacity, but solely as Owner Trustee

By:  \_\_\_\_\_  
Name:  
Title:

**W. CHRIS SPONENBERG  
ASSISTANT VICE PRESIDENT**

DISTRICT OF )  
 ) ss.:  
COLUMBIA )

On this 11<sup>th</sup> day of December, 2000, before me personally appeared William Stringer to me personally known, who being by me duly sworn, says that s/he is the Acting Treasurer of NATIONAL RAILROAD PASSENGER CORPORATION, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and she acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

My Commission Expires: 2-14-05

STATE OF DELAWARE            )  
  ) ss.:  
COUNTY OF NEW CASTLE        )

On this 8 day of December, 2000, before me personally appeared W CHRIS SPONENBERG, to me personally known, who being by me duly sworn, says that he/she is the ASSISTANT VICE PRESIDENT of WILMINGTON TRUST COMPANY, that said instrument was signed on behalf of said Wilmington Trust Company, as trustee on behalf of AMTRAK 2000-SD-A TRUST by authority of Wilmington Trust Company's Board of Directors, and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of said Wilmington Trust Company.

  
Notary Public                    LEIGH EMMI  
  NOTARY PUBLIC  
  My Commission Expires August 1, 2002

My Commission Expires: \_\_\_\_\_

**SCHEDULE I**

**DESCRIPTION OF EQUIPMENT - TRAINSETS**

**AMTRAK TRUST 2000-SD-A**

<b><u>Equipment Type<sup>1</sup></u></b>	<b><u>Amtrak Equipment Numbers</u></b>
Two (2) Alstom Transportation Inc. Surfliner Café Cars	6304, 6405
Four (4) Alstom Transportation Inc. Surfliner Coach Cars	6408-6411, inclusive
Two (2) Alstom Transportation Inc. Surfliner Business Class Cars	6804, 6805
Two (2) Alstom Transportation Inc. Surfliner Cab/Baggage/Coach Cars	6904, 6905

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<sup>1</sup> The following passenger rail equipment has been delivered and accepted under the Purchase Agreement (as defined in the Participation Agreement):