

RECORDATION NO. 6690-LLLLLL FILED

DEC 28 '00 12:09 PM

**SURFACE TRANSPORTATION BOARD**

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OF COUNSEL  
URBAN A. LESTER

December 28, 2000

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

Re: Amtrak Trust 2000-L-A

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Termination and Release of Lien dated as of December 15, 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:

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

Wilmington Trust Company  
Rodney Square North  
1100 North Market Street  
Wilmington, Delaware 19801

Mr. Vernon A. Williams  
December 28, 2000  
Page Two

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

25 locomotives AMTK 123 - AMTK 147

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

*Termination and Release of Lien by the Federal Railroad Administration covering 25 locomotives AMTK 123 - AMTK 147.*

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-L-A)**

THIS TERMINATION AND RELEASE OF LIEN (AMTRAK TRUST 2000-L-A) dated as of December 15, 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 Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity but solely as trustee (the "Owner Trustee").

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-L-A) dated as of December 15, 2000, among Amtrak, Fleet National Bank, "Owner Participant", the Loan Participants named therein, 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", (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-L-A) dated as of December 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.

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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: John V. Wells  
Name: John V. Wells  
Title: Acting Administrator

NATIONAL RAILROAD PASSENGER CORPORATION

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

AMTRAK 2000-L-A TRUST

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

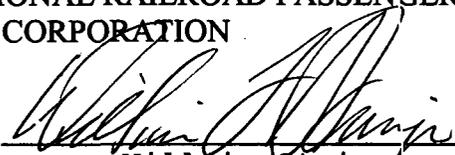
By: \_\_\_\_\_  
Name:  
Title:

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

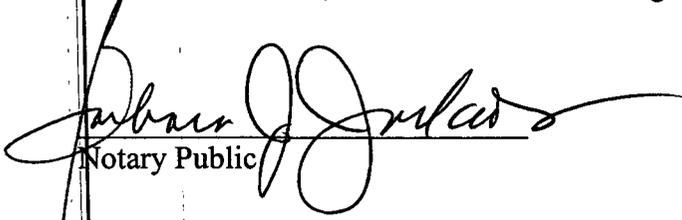
By:  \_\_\_\_\_  
Name: William Stringer  
Title: Acting Treasurer

WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as Owner Trustee

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

DISTRICT OF )  
 ) ss  
COLUMBIA )

On this 21<sup>st</sup> day of December, 2000, before me personally appeared John V. Wells, to me personally known, who being by me duly sworn, says that he/she is the Acting 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 October 31, 2004

DISTRICT OF )  
COLUMBIA ) ss  
)

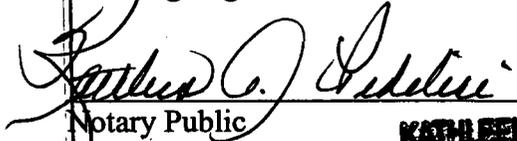
On this 20<sup>th</sup> day of DEC, 2000, before me personally appeared Wm. Sprague, to me personally known, who being by me duly sworn, says that he/she is ACTING TREAS. of NATIONAL RAILROAD PASSENGER CORPORATION, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

My Commission Expires: 2/1/05

STATE OF DELAWARE )  
 ) ss  
COUNTY OF NEW CASTLE )

On this 19<sup>th</sup> day of December 2000, before me personally appeared Donald G. Mackelcan, to me personally known, who being by me duly sworn, says that he/she is the Vice President of WILMINGTON TRUST COMPANY, that said instrument was signed on behalf of said Delaware banking corporation by authority of its Board of Directors, and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of Wilmington Trust Company.

  
Notary Public

**KATHLEEN A. PEDELINI**  
**NOTARY PUBLIC-DELAWARE**  
My Commission Expires Oct. 31, 2009

**SCHEDULE I**

**DESCRIPTION OF EQUIPMENT - LOCOMOTIVES**

**AMTRAK TRUST 2000-L-A**

<b><u>Equipment Type</u><sup>1</sup></b>	<b><u>Amtrak Equipment Numbers</u></b>
Twenty-Five (25) General Electric P42-DC Single Model Diesel Locomotives	AMTK 123 through AMTK 147, inclusive

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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):