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OF COUNSEL
URBAN A. LESTER

June 13, 2000

RECORDATION NO. 6690-WWWWWW FILED

JUN 13 '00

12-12 PM

TS

SURFACE TRANSPORTATION BOARD

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

Re: Amtrak Trust 2000-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 (Amtrak 2000-A), dated as of June 13, 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
June 13, 2000
Page 2

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

set forth on Schedule 1 attached thereto, a copy of which is attached hereto.

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 documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bjg
Enclosures

SCHEDULE 1

DESCRIPTION OF ROLLING STOCK

(AMTRAK TRUST 2000-A)

DESCRIPTION OF UNITS

<u>EQUIPMENT TYPE</u>			Amtrak Equipment Numbers
Superliner	-	Coach	34000
Superliner	-	Coach	34001
Superliner	-	Coach	34002
Superliner	-	Coach	34004
Superliner	-	Coach	34005
Superliner	-	Coach	34006
Superliner	-	Coach	34008
Superliner	-	Coach	34010
Superliner	-	Coach	34012
Superliner	-	Coach	34014
Superliner	-	Coach	34016
Superliner	-	Coach	34018
Superliner	-	Coach	34022
Superliner	-	Coach	34024
Superliner	-	Coach	34026
Superliner	-	Coach	34027
Superliner	-	Coach	34028
Superliner	-	Coach	34029
Superliner	-	Coach	34030
Superliner	-	Coach	34031
Superliner	-	Coach	34032
Superliner	-	Coach	34033
Superliner	-	Coach	34035
Superliner	-	Coach	34036
Superliner	-	Coach	34037
Superliner	-	Coach	34039
Superliner	-	Coach	34040
Superliner	-	Coach	34041
Superliner	-	Coach	34042
Superliner	-	Coach	34043
Superliner	-	Coach	34044
Superliner	-	Coach	34045

Superliner	-	Coach	34046
Superliner	-	Coach	34047
Superliner	-	Coach	34048
Superliner	-	Coach	34049
Superliner	-	Coach	34050
Superliner	-	Coach	34052
Superliner	-	Coach	34053
Superliner	-	Coach	34054
Superliner	-	Coach	34055
Superliner	-	Coach	34056
Superliner	-	Coach	34058
Superliner	-	Coach	34059
Superliner	-	Coach	31592
Superliner	-	Coach	34061
Superliner	-	Coach	34062
Superliner	-	Coach	34065
Superliner	-	Coach	34066
Superliner	-	Coach	34069
Superliner	-	Coach	34070
Superliner	-	Coach	34071
Superliner	-	Coach	34072
Superliner	-	Coach	34073
Superliner	-	Coach	34075
Superliner	-	Coach	34077

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

JUN 13 '00

12-12 PM

SURFACE TRANSPORTATION BOARD

THIS TERMINATION AND RELEASE OF LIEN (AMTRAK TRUST 2000-A) dated as of June 13, 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, not in its individual capacity but solely as Trustee (the "*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-A) dated as of June 13, 2000, among Amtrak, Pacific Century Leasing, Inc., as Equity Investor, AME Investments, LLC, as Lender, and Wilmington Trust Company, not in its individual capacity, except as otherwise expressly provided therein, but solely as 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 1 hereto (together with any replacements and substitutes therefor, the "*Equipment*") to Trustee and will leaseback such Equipment pursuant to that certain Lease of Railroad Equipment (Amtrak Trust 2000-A) dated as of June 13, 2000, between Amtrak and Trustee;

NOW, THEREFORE, in order to induce, and in consideration of, 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 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. 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: 
Name: JOLENE M. MOLITORS
Title: ADMINISTRATOR

NATIONAL RAILROAD PASSENGER CORPORATION

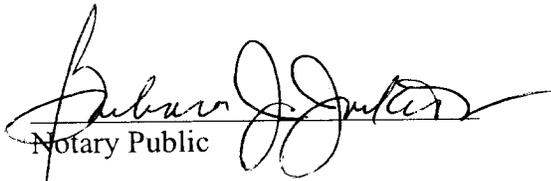
By: _____
Name: Carol J. Dillon
Title: Treasurer

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

By: _____
Name:
Title:

DISTRICT OF)
) ss
COLUMBIA)

On this 2nd day of June, 2000, before me personally appeared Glenn H. Malinowski, 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: OCT 31 2004

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: Carol J. Dillon
Title: Treasurer

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

By: _____
Name:
Title:

DISTRICT OF)
) ss
COLUMBIA)

On this 22nd day of MAY, 2000, before me personally appeared Carol J. Dillon, to me personally known, who being by me duly sworn, says that she is the 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

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

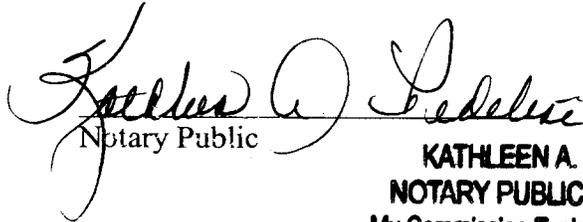
By: _____
Name: Carol J. Dillon
Title: Treasurer

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

By:  _____
Name:
Title: **W. CHRIS SPONENBERG**
ASSISTANT VICE PRESIDENT

STATE OF DELAWARE)
) ss
COUNTY OF NEW CASTLE)

On this 05th day of May, 2000, before me personally appeared 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, who acknowledged himself/herself to be a duly authorized officer of said Delaware banking corporation and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.


Notary Public

KATHLEEN A. PEDELINI
NOTARY PUBLIC-DELAWARE
My Commission Expires Oct. 31, 2002

My Commission Expires: _____

SCHEDULE 1

DESCRIPTION OF ROLLING STOCK

(AMTRAK TRUST 2000-A)

DESCRIPTION OF UNITS

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