

ALVORD AND ALVORD

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)
August 1, 2000

6690-YYYYYY
JUL 28 2000 3:18 PM

SURFACE TRANSPORTATION BOARD

OF COUNSEL
URBAN A. LESTER

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

Re: Amtrak Trust 2000-E

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are four (4) copies of a Termination and Release of Lien (Amtrak 2000-E) dated as of August 1, 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

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PAGE TRANSPORTATION BOARD

**TERMINATION AND RELEASE OF LIEN
(AMTRAK TRUST 2000-E)**

THIS TERMINATION AND RELEASE OF LIEN (AMTRAK TRUST 2000-E) dated as of August , 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-E) dated as of August , 2000, among Amtrak, CIBC Capital Corporation, 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 I 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-E) dated as of August , 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.

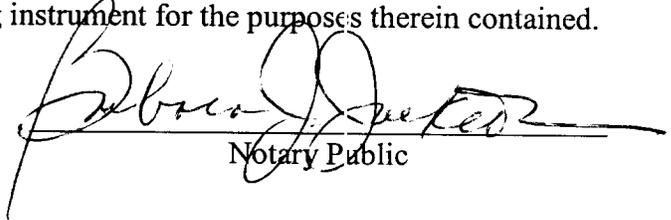
5. Amtrak hereby consents and agrees to the terms of the foregoing.

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]

DISTRICT OF)
) ss
COLUMBIA)

On this 1st day of August, 2000, before me personally appeared Charles White 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.

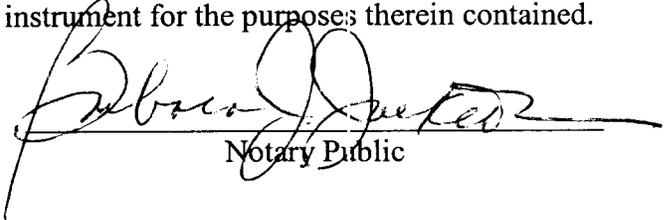

Notary Public

My Commission Expires: _____

DISTRICT OF
COLUMBIA

)
) ss
)

On this 1st day of August, 2000, before me personally appeared Charles H. Heston 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: _____

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

FEDERAL RAILROAD ADMINISTRATION

By: 
Name: _____
Title: *Acting 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: _____

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

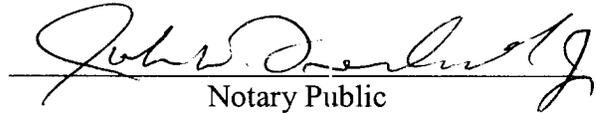
By:  _____
Name: Carol J. Dillon
Title: Treasurer

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

By: _____
Name:
Title:

DISTRICT OF)
) ss
COLUMBIA)

On this 26 day of July, 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

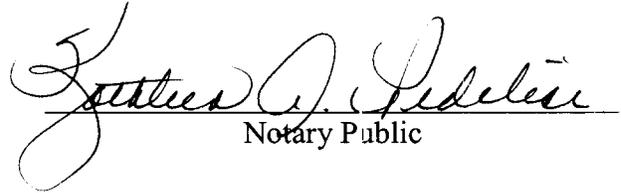
By: _____
Name: Carol J. Dillon
Title: Treasurer

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

By:  _____
Name: **Anita Dellago**
Title: **Financial Services Officer**

STATE OF DELAWARE)
) ss
COUNTY OF NEW CASTLE)

On this 24th day of July, 2000, before me personally appeared ~~Anita E. Dallago~~, to me personally known, who being by me duly sworn, says that he/she is the FSO of Wilmington Trust Company, who acknowledged himself/herself to be a duly authorized officer of _____, 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: _____

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

SCHEDULE 1

DESCRIPTION OF ROLLING STOCK

(AMTRAK TRUST 2000-E)

DESCRIPTION OF UNITS

Lot 1

<u>Amtrak Equipment Number</u>	<u>Equipment Type</u>	
82504	Amfleet I	Coach Class
82505	Amfleet I	Coach Class
82506	Amfleet I	Coach Class
82507	Amfleet I	Coach Class
82509	Amfleet I	Coach Class
82510	Amfleet I	Coach Class
82511	Amfleet I	Coach Class
82512	Amfleet I	Coach Class
82513	Amfleet I	Coach Class
82514	Amfleet I	Coach Class
82515	Amfleet I	Coach Class

Lot 2

<u>Amtrak Equipment Number</u>	<u>Equipment Type</u>	
31016	Superliner I	Superliner Baggage Coach
31021	Superliner I	Superliner Baggage Coach
31028	Superliner I	Superliner Baggage Coach
31034	Superliner I	Superliner Baggage Coach
31042	Superliner I	Superliner Baggage Coach
31044	Superliner I	Superliner Baggage Coach