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

OF COUNSEL
URBAN A. LESTER

RECORDATION NO. 6690-222222 (MTR)

August 1, 2000

AUG 1 2000 4:07 PM

SURFACE TRANSPORTATION BOARD

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

Re: Amtrak Trust 2000-F

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-F) 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

Mr. Vernon A. Williams
August 1, 2000
Page Two

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

6 food service cars and coaches within the series AMTK 20988 - AMTK 28354
23 food service cars and coaches within the series AMTK 43040 - AMTK 48992
29 baggage cars, sleepers and diners within the series AMTK 31046 - AMTK
38026.

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

Release of Lien by the Federal Railroad Administration on behalf of Amtrak
covering 6 food service cars and coaches within the series AMTK 20988 - AMTK
28354, 23 food service cars and coaches within the series AMTK 43040 - AMTK
48992 and 29 baggage cars, sleepers and diners within the series AMTK 31046
- AMTK 38026.

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

6690-222222

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

4:07 PM

FEDERAL RAILROAD ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
NATIONAL RAILROAD PASSENGER CORPORATION
FEDERAL EXPRESS TRANSPORTATION BOARD

THIS TERMINATION AND RELEASE OF LIEN (AMTRAK TRUST 2000-F) dated as of August 1, 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-F) dated as of August 1, 2000, among Amtrak, The Fifth Third Leasing Company, 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-F) dated as of August 1, 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: _____
Title: 

NATIONAL RAILROAD PASSENGER CORPORATION

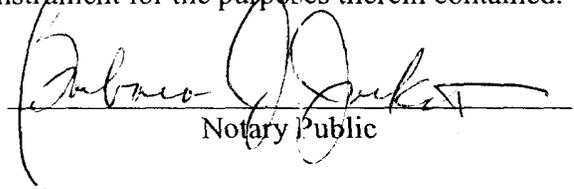
By: _____
Name: Carol J. Dillon
Title: Treasurer

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

By: _____
Name:
Title:

DISTRICT OF)
) ss
COLUMBIA)

On this 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 Vice 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

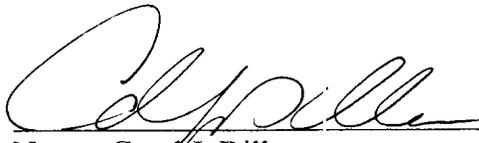
My Commission Expires: OCT 31 2004

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

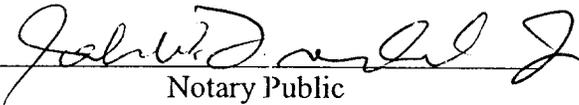
By:  _____
Name: Carol J. Dillon
Title: Treasurer

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

By: _____
Name:
Title:

DISTRICT OF)
) ss
COLUMBIA)

On this 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

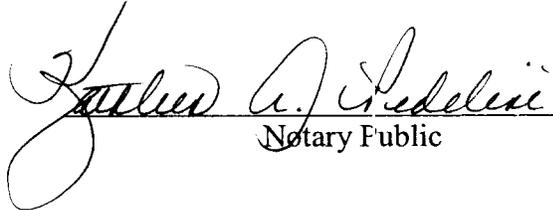
By: _____
Name: Carol J. Dillon
Title: Treasurer

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

By:  _____
Name:
Title: **Anita Dallago**
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-F)

DESCRIPTION OF UNITS

Lot 1

<u>Amtrak Equipment Number</u>	<u>Equipment Type</u>	
20988	Amfleet I	Amfleet I Food Service
21215	Amfleet I	Amfleet I Coach
28305	Amfleet I	Amfleet I Food Service
28350	Amfleet I	Amfleet I Food Service
28353	Amfleet I	Amfleet I Food Service
28354	Amfleet I	Amfleet I Food Service
43040	Amfleet I	Amfleet I Food Service
43352	Amfleet I	Amfleet I Food Service
43356	Amfleet I	Amfleet I Food Service
43357	Amfleet I	Amfleet I Food Service
43358	Amfleet I	Amfleet I Food Service
43359	Amfleet I	Amfleet I Food Service
44958	Amfleet I	Amfleet I Coach
44966	Amfleet I	Amfleet I Coach
44967	Amfleet I	Amfleet I Coach
44968	Amfleet I	Amfleet I Coach
44969	Amfleet I	Amfleet I Coach
44970	Amfleet I	Amfleet I Coach
44978	Amfleet I	Amfleet I Coach
44980	Amfleet I	Amfleet I Coach
44983	Amfleet I	Amfleet I Coach
44985	Amfleet I	Amfleet I Coach
48980	Amfleet I	Amfleet I Food Service
48981	Amfleet I	Amfleet I Food Service
48985	Amfleet I	Amfleet I Food Service
48986	Amfleet I	Amfleet I Food Service
48987	Amfleet I	Amfleet I Food Service
48989	Amfleet I	Amfleet I Food Service
48992	Amfleet I	Amfleet I Food Service

Lot 2

Amtrak
Equipment
Number

Equipment Type

31046	Superliner I	Superliner Baggage Coach
31047	Superliner I	Superliner Baggage Coach
31357	Superliner I	Superliner Baggage Coach
31500	Superliner I	Superliner Baggage Coach
31501	Superliner I	Superliner Baggage Coach
31502	Superliner I	Superliner Baggage Coach
31503	Superliner I	Superliner Baggage Coach
31504	Superliner I	Superliner Baggage Coach
31508	Superliner I	Superliner Baggage Coach
31509	Superliner I	Superliner Baggage Coach
31510	Superliner I	Superliner Baggage Coach
31511	Superliner I	Superliner Baggage Coach
31513	Superliner I	Superliner Baggage Coach
31514	Superliner I	Superliner Baggage Coach
31515	Superliner I	Superliner Baggage Coach
31517	Superliner I	Superliner Baggage Coach
31519	Superliner I	Superliner Baggage Coach
31520	Superliner I	Superliner Baggage Coach
31522	Superliner I	Superliner Baggage Coach
32002	Superliner I	Superliner Sleeper
38008	Superliner I	Superliner Diner
38009	Superliner I	Superliner Diner
38010	Superliner I	Superliner Diner
38011	Superliner I	Superliner Diner
38016	Superliner I	Superliner Diner
38021	Superliner I	Superliner Diner
38022	Superliner I	Superliner Diner
38025	Superliner I	Superliner Diner
38026	Superliner I	Superliner Diner