

RECORDING NO. 6690-EEEEEEE FILED

OCT 18 '00 2-57 PM

SURFACE TRANSPORTATION BOARD

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

October 16, 2000

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

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, dated October 18, 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 documents are:

Federal Railroad Administration  
400 Seventh Street S.W.  
Washington, D.C. 20590

National Railroad Passenger Corporation  
60 Massachusetts Avenue NE  
Washington, DC 20002

First Security Bank, National Association  
79 South Main Street  
Salt Lake City, Utah 84111

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

Four (4) AEM-7 locomotives AMTK 901, AMTK 916, AMTK 918 and AMTK 924

Mr. Vernon A. Williams  
October 16, 2000  
Page Two

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

Termination and Release of Lien by the FRA covering Four (4) AEM-7 locomotives AMTK 901, AMTK 916, AMTK 918 and AMTK 924.

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 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 99-A)**

OCT 18 '00

2-57 PM

SURFACE TRANSPORTATION BOARD

THIS TERMINATION AND RELEASE OF LIEN (AMTRAK TRUST 99-A) dated October 18, 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 First Security Bank, a national banking association, not in its individual capacity, but solely as trustee ("Owner Trustee") under the Trust Agreement (Amtrak Trust 99-A) dated as of July 14, 1999 with Mitsui & Co. (U.S.A.), Inc. ("Owner Participant").

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 99-A) dated as of July 14, 1999, among Amtrak, Owner Participant, MBK Rail Finance Corporation and The Fuji Bank, Ltd. ("Loan Participants") (as amended, supplemented or otherwise modified from time to time, the "Participation Agreement"), Amtrak will sell certain locomotives 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 99-A) dated as of July 14, 1999, 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.

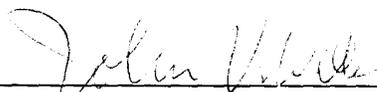
5. Amtrak hereby consents and agrees to the terms of the foregoing.

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:   
Name:  
Title:

NATIONAL RAILROAD PASSENGER CORPORATION

By: \_\_\_\_\_  
Name: Carol J. Dillon  
Title: Treasurer

FIRST SECURITY BANK, NATIONAL ASSOCIATION, 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: Carol J. Dillon  
Title: Treasurer

FIRST SECURITY BANK, NATIONAL ASSOCIATION, 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: Carol J. Dillon  
Title: Treasurer

FIRST SECURITY BANK, NATIONAL ASSOCIATION, not in its individual capacity, but solely as Owner Trustee

By:  \_\_\_\_\_  
Name: **C. Scott Nielsen**  
Title: **Vice President**

DISTRICT OF )  
COLUMBIA ) ss  
)

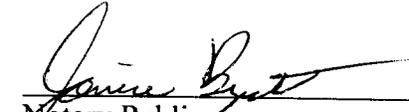
On this 13<sup>th</sup> day of October, 2000, before me personally appeared John V. Deeks, to me personally known, who being by me duly sworn, says that he/she is the Deputy Administrator of the FEDERAL RAILROAD ADMINISTRATION, who acknowledged himself/herself to be a duly authorized officer of the FEDERAL RAILROAD ADMINISTRATION, and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

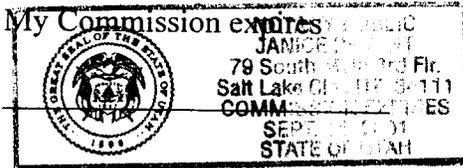
Barbara J. Jackson  
Notary Public

My Commission Expires: OCT 31 2004

STATE OF UTAH )  
 )  
COUNTY OF **Salt Lake** ) ss  
 )

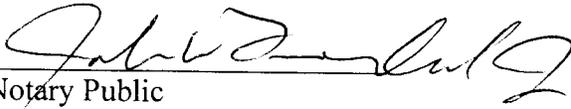
On this 18 day of October, 2000, before me personally appeared C. SCOTT NIELSEN, to me personally known, who, being by me duly sworn, says that he/she is the **Vice President** of FIRST SECURITY BANK, NATIONAL ASSOCIATION that said instrument was signed on behalf of said national banking association 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 banking association.

  
\_\_\_\_\_  
Notary Public



DISTRICT OF )  
COLUMBIA ) ss  
)

On this 12 day of October, 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

**SCHEDULE I**

**DESCRIPTION OF EQUIPMENT**

**AMTRAK TRUST 99-A**

<b><u>Description</u></b>	<b><u>Amtrak Equipment Numbers</u></b>
Rebuilt AEM-7 Locomotive	916
Rebuilt AEM-7 Locomotive	924
Rebuilt AEM-7 Locomotive	918
Rebuilt AEM-7 Locomotive	901