

RECORDATION NO. 6690-NNNNNNNNNNNN
FILED March 8, 2013 04:10 PM
SURFACE TRANSPORTATION BOARD

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

March 8, 2013

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423

Dear Section Chief:

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 Trust 2000-SD-A), dated March 8, 2013, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement previously filed with the Commission under Recordation Number 6690-MMMM.

The names and addresses of the parties to the enclosed document are:

Grantor:	National Railroad Passenger Corporation 10 G Street, NE Washington, DC 20002
Secured Party:	Federal Railroad Administration 400 Seventh Street SW Washington, DC 20590
Lessor:	Amtrak 2000-SD-A Trust By Wilmington Trust Company as Owner Trustee Rodney Square North 1100 North Market Street Wilmington, DE 19890
Indenture Trustee:	Manufacturers and Traders Trust Company 25 South Charles Street Baltimore, MD 21201

Chief, Section of Administration
March 8, 2013
Page 2

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

AMTK 6411 has been replaced by AMTK 34116.

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

Termination and Release of Lien (Amtrak Trust 2000-SD-A).

Also enclosed is a check in the amount of \$41.00 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,



Edward M. Luria

EML/sem
Enclosures

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

THIS TERMINATION AND RELEASE OF LIEN (AMTRAK TRUST 2000-SD-A) dated as of March 8, 2013 (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**"), National Railroad Passenger Corporation ("**Amtrak**") and Amtrak 2000-SD-A Trust, a Delaware statutory trust (the "**Trust**"), all of the activities of which shall be conducted by Wilmington Trust Company, not in its individual capacity but solely as Owner Trustee (the "**Lessor**"), and Manufacturers and Traders Trust Company, as Indenture Trustee (the "**Indenture 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 owned by Amtrak, including rolling stock acquired by Amtrak after the date of the FRA Security Agreement, subject to the terms and provisions of the FRA Security Agreement;

WHEREAS, Amtrak, as lessee, and Lessor, as lessor, entered into that certain Lease of Railroad Equipment (Amtrak Trust 2000-SD-A) dated as of September 15, 2000, a memorandum of which was recorded with the Surface Transportation Board under Recordation No. 23137 on September 29, 2000 at 4:18 p.m. and deposited in the office of the Registrar General of Canada pursuant to §105 of the Canada Transportation Act on September 29, 2000, at 2:15 p.m., and that certain Lease Supplement No. 2 (Amtrak Trust 2000-SD-A), dated December 19, 2000, a memorandum of which was recorded with the Surface Transportation Board on December 19, 2000 at 12:26 p.m. and assigned Recordation No. 23137-B and deposited in the office of the Registrar General of Canada pursuant to §105 of the Canada Transportation Act on December 19, 2000 at 9:54 a.m., pursuant to which Lessor leased certain railcars (the "**Units**") described therein to Lessee.

WHEREAS, Amtrak desires to replace the Unit described in Schedule 1 attached hereto (the "**Replaced Unit**") with the railcar described in Schedule 2 attached hereto (the "**Replacement Unit**").

WHEREAS, it is a condition to Lessor's and Indenture Trustee's agreement to permit such substitution that, among other things, title to the Replacement Unit be transferred from Amtrak to Lessor free and clear of any and all Liens including, without limitation, the Administrator's Lien under the FRA Security Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. All right, title and interest of the Administrator in and to the Replacement Unit is hereby terminated and released.

2. The Administrator represents, warrants and agrees 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 or the Secretary is now subject, (b) the Administrator has full authority to terminate and release all of its right, title and interest in and to the Replacement Unit, and (c) this Agreement constitutes the legal and valid obligation and contract of the Administrator and the Secretary, and effectively terminates and releases all of its right, title and interest in and to the Replacement Unit.

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 Lessor or the Indenture 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.

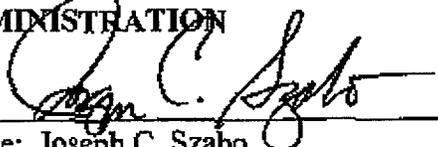
6. The terms of this Agreement and all rights and obligations hereunder shall be governed by the law of the District of Columbia without regard to conflicts or choice of law provisions.

7. Capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Agreement have the respective meanings specified therefor in Annex A to the Participation Agreement.

8. This Agreement may be executed in several counterparts (or upon separate signature pages bound together into one or more counterparts), each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

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

**FEDERAL RAILROAD
ADMINISTRATION**

By: 
Name: Joseph C. Szabo
Title: Administrator

**NATIONAL RAILROAD PASSENGER
CORPORATION**

By: _____
Name: Dale M. Stein
Title: Treasurer

AMTRAK 2000-SD-A TRUST

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

By: _____
Name:
Title:

**MANUFACTURERS AND TRADERS
TRUST COMPANY, as Indenture Trustee**

By: _____
Name:
Title:

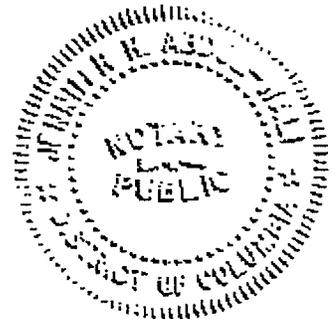
DISTRICT OF)
COLUMBIA) SS.

On this 7th day of March, 2013 before me personally appeared JOSEPH C. SZABO, to me personally known, who, being by me duly sworn, says that he is the ADMINISTRATOR of the **FEDERAL RAILROAD ADMINISTRATION**, who acknowledged himself to be a duly authorized officer of the **FEDERAL RAILROAD ADMINISTRATION**, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

Jennifer H. Abdul-Wali
Notary Public

My Commission Expires: 02/14/2014

Jennifer H. Abdul-Wali
Notary Public, District of Columbia
My Commission Expires Feb. 14, 2014



[Termination and Release of Lien (Amtrak Trust 2000-SD-A)]

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

**FEDERAL RAILROAD
ADMINISTRATION**

By: _____
Name: Joseph C. Szabo
Title: Administrator

**NATIONAL RAILROAD PASSENGER
CORPORATION**

By: Dale M. Stein
Name: Dale M. Stein
Title: Treasurer

AMTRAK 2000-SD-A TRUST

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

By: _____
Name:
Title:

**MANUFACTURERS AND TRADERS
TRUST COMPANY, as Indenture Trustee**

By: _____
Name:
Title:

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

**FEDERAL RAILROAD
ADMINISTRATION**

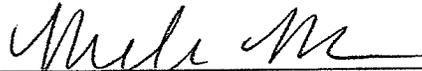
By: _____
Name: Joseph C. Szabo
Title: Administrator

**NATIONAL RAILROAD PASSENGER
CORPORATION**

By: _____
Name: Dale M. Stein
Title: Treasurer

AMTRAK 2000-SD-A TRUST

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

By:  _____
Name: Melinda Morales
Title: Financial Services Officer

**MANUFACTURERS AND TRADERS
TRUST COMPANY, as Indenture Trustee**

By: _____
Name:
Title:

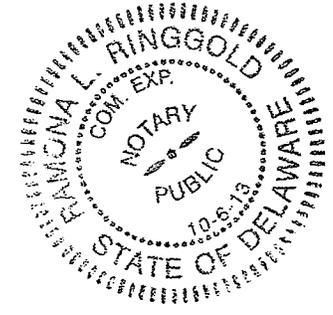
[Termination and Release of Lien (Amtrak Trust 2000-SD-A)]

STATE OF DELAWARE)
) ss.
COUNTY OF NEW CASTLE)

On this 6th day of March, 2013 before me personally appeared Melinda Morales to me personally known, who being by me duly sworn, says that he/she is the Financial Services Officer of **WILMINGTON TRUST COMPANY**, who acknowledged himself/herself to be a duly authorized officer of said Delaware trust company and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

Ramona L. Ringgold
Notary Public

My Commission Expires: _____ **RAMONA L. RINGGOLD**
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires 10-06-2013



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

**FEDERAL RAILROAD
ADMINISTRATION**

By: _____
Name: Joseph C. Szabo
Title: Administrator

**NATIONAL RAILROAD PASSENGER
CORPORATION**

By: _____
Name: Dale M. Stein
Title: Treasurer

AMTRAK 2000-SD-A TRUST

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

By: _____
Name:
Title:

**MANUFACTURERS AND TRADERS
TRUST COMPANY, as Indenture Trustee**

By: 
Name: Art Cummings
Title: Banking Officer

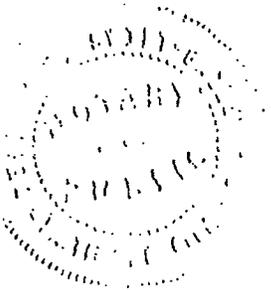
STATE OF MARYLAND)
) SS.
CITY OF BALTIMORE)

On this 14th day of March, 2013, before me personally appeared Artis Cummings, to me personally known, who, being by me duly sworn, says that he/she is the Banking Officer of **MANUFACTURERS AND TRADERS TRUST COMPANY**, that the foregoing instrument was signed on behalf of said company by the 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 company.

Debra Swift Bailey
Notary Public

My commission expires:

April 4, 2014



SCHEDULE 1
TO TERMINATION AND RELEASE OF LIEN

DESCRIPTION OF REPLACED UNIT

Description	Amtrak Equipment Number
One (1) Alstom Transportation Inc. Surfliner Coach Car	6411

SCHEDULE 2
TO TERMINATION AND RELEASE OF LIEN

DESCRIPTION OF REPLACEMENT UNIT

Description	Amtrak Equipment Number
One (1) Superliner II Railcar	34116

CERTIFICATION

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 5/8/13

Edward M Luria
Edward M. Luria