

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N.W.
SUITE 200
WASHINGTON, D.C.

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

20006-2973

(202) 393-2266

FAX (202) 393-2156

OF COUNSEL
URBAN A. LESTER

December 8, 1999

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

RECORDED & INDEXED

DEC 9 '99 12-30 PM

6690-RRRRRR

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 (Artrak 99-C), dated as of December 9, 1999, 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
December 9, 1999
Page 2

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

set forth on Schedule A 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 stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures

SCHEDULE 1

DESCRIPTION OF ROLLING STOCK

(AMTRAK TRUST 99-C)

DESCRIPTION OF UNITS

<u>EQUIPMENT TYPE</u>	<u>Amtrak Equipment Numbers</u>
Amfleet II - Amcoach II	25000
Amfleet II - Amcoach II	25001
Amfleet II - Amcoach II	25003
Amfleet II - Amcoach II	25004
Amfleet II - Amcoach II	25007
Amfleet II - Amcoach II	25008
Amfleet II - Amcoach II	25009
Amfleet II - Amcoach II	25010
Amfleet II - Amcoach II	25012
Amfleet II - Amcoach II	25014
Superliner I - Superliner Coach/Baggage	31026
Superliner I - Superliner Coach/Baggage	31036
Superliner I - Superliner Diner	33101
Superliner I - Superliner Diner	38000
Superliner I - Superliner Diner	38001
Superliner I - Superliner Diner	38014
Superliner I - Superliner Diner	38015
Superliner I - Superliner Diner	38018
Superliner I - Superliner Diner	38019
Superliner I - Superliner Diner	38023
Superliner I - Superliner Diner	38024
Superliner I - Superliner Diner	38028
Superliner I - Superliner Diner	38030
Superliner I - Superliner Diner	38032
Superliner I - Superliner Diner	38034
Superliner I - Superliner Diner	38035
Superliner I - Superliner Diner	38036
Superliner I - Superliner Diner	38037

Superliner I	- Superliner Diner	38038
Superliner I	- Superliner Lounge	33007
Superliner I	- Superliner Lounge	33010
Superliner I	- Superliner Lounge	33011
Superliner I	- Superliner Lounge	33013
Superliner I	- Superliner Lounge	33014
Superliner I	- Superliner Lounge	33019
Superliner I	- Superliner Lounge (Auto Train)	33102
Superliner I	- Superliner Lounge (Auto Train)	33103
Superliner I	- Superliner Lounge (Auto Train)	33104
Superliner I	- Superliner Lounge/Café	33000
Superliner I	- Superliner Lounge/Café	33001
Superliner I	- Superliner Lounge/Café	33005
Superliner I	- Superliner Lounge/Café	33006
Superliner I	- Superliner Lounge/Café	33008
Superliner I	- Superliner Lounge/Café	33012
Superliner I	- Superliner Lounge/Café	33016
Superliner I	- Superliner Lounge/Café	33017

**TERMINATION AND RELEASE OF LIEN
(AMTRAK TRUST 99-C)**

DEC 9 '99 12-30 PM

THIS TERMINATION AND RELEASE OF LIEN (AMTRAK TRUST 99-C) dated as of December 9, 1999 (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 99-C) dated as of December __, 1999, among Amtrak, First Union Commercial 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 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 99-C) dated as of December __, 1999, 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.

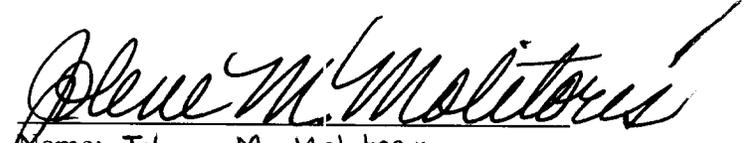
6. Trustee represents and warrants that the entering into and the performance of the terms of this Agreement are within its corporate powers and have been duly authorized by all necessary corporate actions, and are not in violation of any law, statute, regulation or decree.

[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: Jelene M. Molitorius
Title: Administrator

NATIONAL RAILROAD PASSENGER CORPORATION

By:

Name: Carol J. Dillon
Title: Treasurer

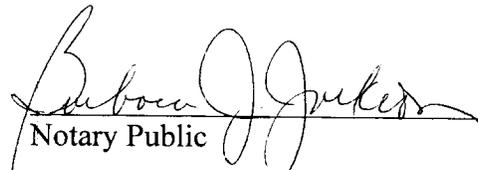
WILMINGTON TRUST COMPANY,
not in its individual capacity, but solely as
Trustee

By:

Name:
Title:

DISTRICT OF)
COLUMBIA) ss
)

On this 3rd day of December, 1999, before me personally appeared Josene M. Mourais, 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

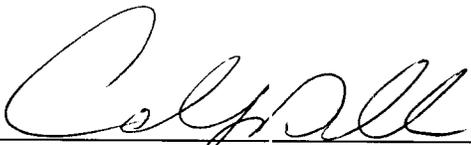
My Commission Expires: _____

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

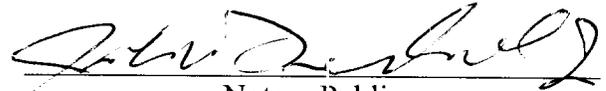
By: 
Name: Carol J. Dillon
Title: Treasurer

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

By: _____
Name:
Title:

DISTRICT OF)
) ss
COLUMBIA)

On this 29th day of NOV., 1999 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: 1-1-2000

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

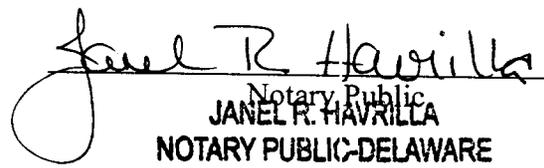
By: _____
Name: Carol J. Dillon
Title: Treasurer

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

By:  _____
Name: Donald G. Mackelcan
Title: Vice President

STATE OF DELAWARE)
) ss
COUNTY OF NEW CASTLE)

On this 22nd day of November, 1999, before me personally appeared Donald G. Mackelcan, to me personally known, who being by me duly sworn, says that he/she is the Vice President of Wilmington Trust Company, who acknowledged himself/herself to be a duly authorized officer of Wilmington Trust and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.


Notary Public
JANEL R. HAVRILLA
NOTARY PUBLIC-DELAWARE
My Commission Expires February 2, 2001

My Commission Expires: _____

SCHEDULE 1

DESCRIPTION OF ROLLING STOCK

(AMTRAK TRUST 99-C)

DESCRIPTION OF UNITS

<u>EQUIPMENT TYPE</u>	<u>Amtrak Equipment Numbers</u>
Amfleet II - Amcoach II	25000
Amfleet II - Amcoach II	25001
Amfleet II - Amcoach II	25003
Amfleet II - Amcoach II	25004
Amfleet II - Amcoach II	25007
Amfleet II - Amcoach II	25008
Amfleet II - Amcoach II	25009
Amfleet II - Amcoach II	25010
Amfleet II - Amcoach II	25012
Amfleet II - Amcoach II	25014
Superliner I - Superliner Coach/Baggage	31026
Superliner I - Superliner Coach/Baggage	31036
Superliner I - Superliner Diner	33101
Superliner I - Superliner Diner	38000
Superliner I - Superliner Diner	38001
Superliner I - Superliner Diner	38014
Superliner I - Superliner Diner	38015
Superliner I - Superliner Diner	38018
Superliner I - Superliner Diner	38019
Superliner I - Superliner Diner	38023
Superliner I - Superliner Diner	38024
Superliner I - Superliner Diner	38028
Superliner I - Superliner Diner	38030
Superliner I - Superliner Diner	38032
Superliner I - Superliner Diner	38034
Superliner I - Superliner Diner	38035
Superliner I - Superliner Diner	38036
Superliner I - Superliner Diner	38037

Superliner I	- Superliner Diner	38038
Superliner I	- Superliner Lounge	33007
Superliner I	- Superliner Lounge	33010
Superliner I	- Superliner Lounge	33011
Superliner I	- Superliner Lounge	33013
Superliner I	- Superliner Lounge	33014
Superliner I	- Superliner Lounge	33019
Superliner I	- Superliner Lounge (Auto Train)	33102
Superliner I	- Superliner Lounge (Auto Train)	33103
Superliner I	- Superliner Lounge (Auto Train)	33104
Superliner I	- Superliner Lounge/Café	33000
Superliner I	- Superliner Lounge/Café	33001
Superliner I	- Superliner Lounge/Café	33005
Superliner I	- Superliner Lounge/Café	33006
Superliner I	- Superliner Lounge/Café	33008
Superliner I	- Superliner Lounge/Café	33012
Superliner I	- Superliner Lounge/Café	33016
Superliner I	- Superliner Lounge/Café	33017