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OF COUNSEL
URBAN A. LESTER

December 8, 1999

RECORDATION NO. 6690-SSSSSS FILED

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

DEC 9 '99 12-30 PM

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 (Amtrak 99-D), 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,

A handwritten signature in black ink, appearing to read "Alvord", with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/bg
Enclosures

SCHEDULE 1

DESCRIPTION OF ROLLING STOCK

(AMTRAK TRUST 99-D)

DESCRIPTION OF UNITS

<u>EQUIPMENT TYPE</u>	<u>Amtrak Equipment Numbers</u>
Superliner I - Superliner Lounge/Café	33018
Superliner I - Superliner Lounge/Café	33020
Superliner I - Superliner Lounge/Café	33021
Superliner I - Superliner Lounge/Café	33022
Superliner I - Superliner Lounge/Café	33023
Superliner I - Superliner Lounge/Café	33024
Superliner I - Superliner Sleeper	32000
Superliner I - Superliner Sleeper	32009
Superliner I - Superliner Sleeper	32016
Superliner I - Superliner Sleeper	32017
Superliner I - Superliner Sleeper	32018
Superliner I - Superliner Sleeper	32019
Superliner I - Superliner Sleeper	32020
Superliner I - Superliner Sleeper	32021
Superliner I - Superliner Sleeper	32022
Superliner I - Superliner Sleeper	32026
Superliner I - Superliner Sleeper	32027
Superliner I - Superliner Sleeper	32028
Superliner I - Superliner Sleeper	32029
Superliner I - Superliner Sleeper	32030
Superliner I - Superliner Sleeper	32034
Superliner I - Superliner Sleeper	32037
Superliner I - Superliner Sleeper	32038
Superliner I - Superliner Sleeper	32039
Superliner I - Superliner Sleeper	32040
Superliner I - Superliner Sleeper	32041
Superliner I - Superliner Sleeper	32043
Superliner I - Superliner Sleeper	32044
Superliner I - Superliner Sleeper	32045

Superliner I	- Superliner Sleeper	32046
Superliner I	- Superliner Sleeper	32047
Superliner I	- Superliner Sleeper	32048
Superliner I	- Superliner Sleeper	32049
Superliner I	- Superliner Sleeper	32050
Superliner I	- Superliner Sleeper	32052
Superliner I	- Superliner Sleeper	32053
Superliner I	- Superliner Sleeper	32054

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

DEC 9 '99 12-30 PM

THIS TERMINATION AND RELEASE OF LIEN (AMTRAK TRUST 99-D) 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-D) 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-D) 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: *Jokne M. Molitoris*
Name: Jokne M. Molitoris
Title: Administrator

NATIONAL RAILROAD PASSENGER CORPORATION

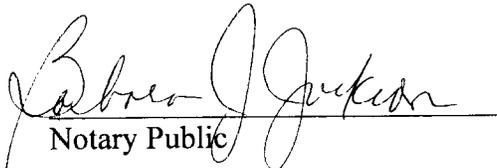
By: _____
Name: Carol J. Dillon
Title: Treasurer

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

By: _____
Name:
Title:

DISTRICT OF)
) ss
COLUMBIA)

On this 3rd day of December, 1999, before me personally appeared JOHNE M. MORRIS, 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: 12/31/02

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

FEDERAL RAILROAD ADMINISTRATION

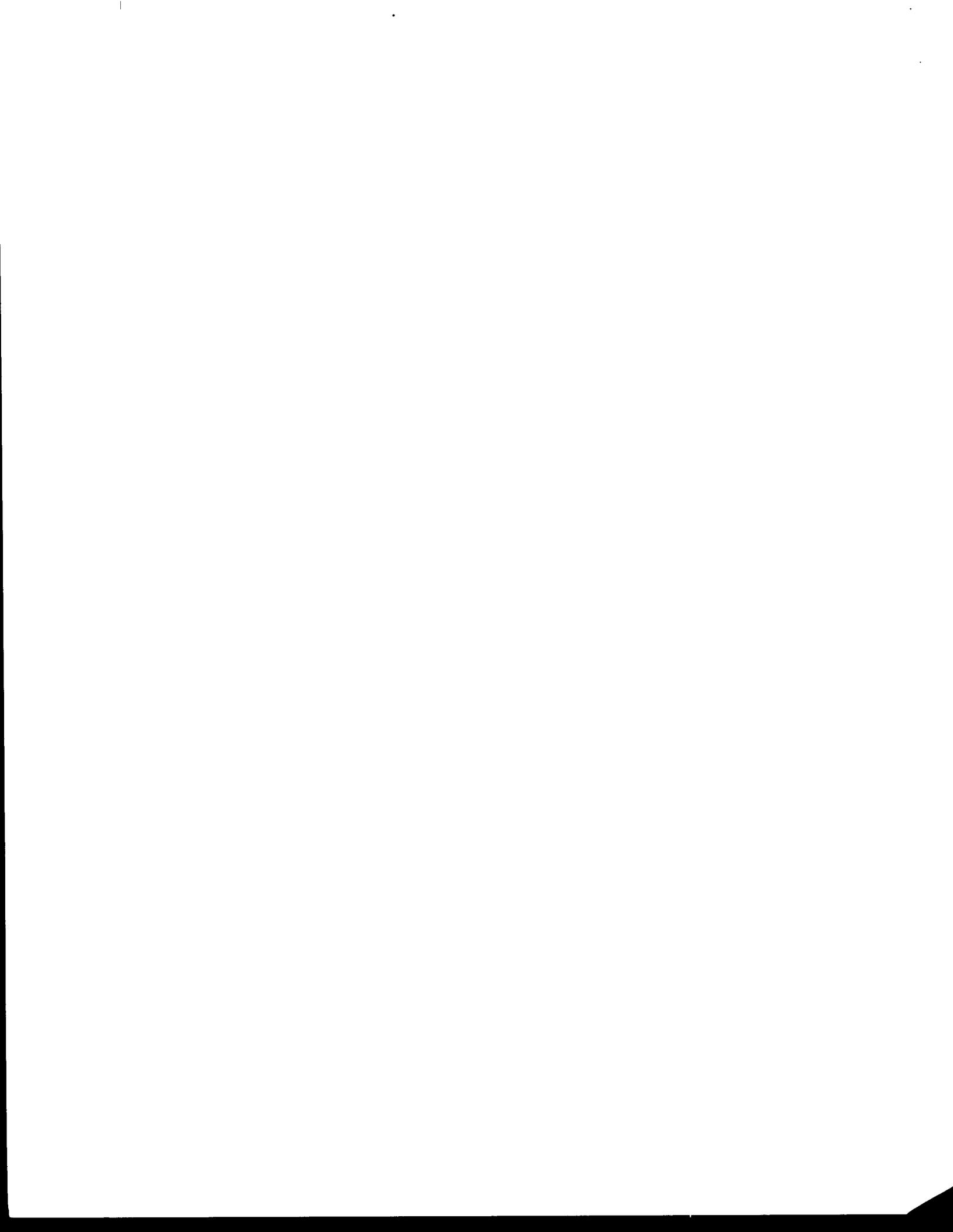
By: _____
Name:
Title:

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:



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. MacKellan
Title: Vice President

STATE OF DELAWARE)
) ss
COUNTY OF NEW CASTLE)

On this 20th 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.

My Commission Expires: _____

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

SCHEDULE 1

DESCRIPTION OF ROLLING STOCK

(AMTRAK TRUST 99-D)

DESCRIPTION OF UNITS

<u>EQUIPMENT TYPE</u>	<u>Amtrak Equipment Numbers</u>
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Superliner I	- Superliner Sleeper	32054