

RECORDATION NO. 18405-F FILED

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TS
SURFACE TRANSPORTATION BOARD

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

July 19, 2001

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 two (2) copies of a Termination and Release of Lien (Amtrak 93-B), dated as of June 29, 2001, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Lease of Railroad Equipment which was previously filed with the Board under Recordation Number 18405.

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

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

Amtrak: National Railroad Passenger Corporation
60 Massachusetts Avenue, N.E.
Washington, D.C. 20002

Owner Trustee: Wilmington Trust Company
1100 North Market Street
Wilmington, Delaware 19899



Mr. Vernon A. Williams
July 19, 2001
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A description of the railroad equipment covered by the enclosed document is:

One (1) General Electric P-42 Locomotive: AMTK 122.

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

Termination and Release of Lien (Amtrak 93-B).

Also enclosed is a check in the amount of \$28.00 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 93-B)

JUL 19 '01 2-32 PM

SURFACE TRANSPORTATION BOARD

THIS TERMINATION AND RELEASE OF LIEN (AMTRAK TRUST 93-B) dated as of June 29, 2001 (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, a Delaware banking corporation, not in its individual capacity but solely as trustee (the "*Owner 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 93-B) dated as of September 1, 1993, among Amtrak, the Owner Participant named therein, TD Waterhouse Family of Funds, Inc., Money Market Portfolio, as Loan Participant, Chase Manhattan Trust Company (formerly PNC Bank, National Association), not in its individual capacity but solely as Indenture Trustee, and Wilmington Trust Company, a Delaware banking corporation not in its individual capacity but solely as trustee ("*Owner Trustee*") as amended, supplemented or otherwise modified from time to time (the "*Participation Agreement*"), Amtrak has sold, transferred and assigned all of its right, title and interest in and to certain units of rolling stock (the "*Equipment*") to Owner Trustee and leased such Equipment back from Owner Trustee pursuant to that certain Lease of Railroad Equipment (AMTRAK TRUST 93-B) dated as of September 1, 1993, between Amtrak and Owner Trustee;

WHEREAS, one Unit of Equipment bearing Amtrak Equipment Number 807 has suffered a Casualty Occurrence, and, pursuant to Section 7.2 of the Lease, Amtrak has elected to replace such Unit with a replacement Unit bearing the Amtrak Equipment Number as described in Schedule 1 attached hereto (the "*Replacement Equipment*");

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 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, valid and binding obligation and contract of the Administrator and the Secretary, enforceable against the

Administrator and the Secretary in accordance with its terms, and (c) he/she has full authority to terminate and release all of its right, title and interest in and to the Replacement 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.

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.

[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: S. Mark Landbeck
Name: S Mark Landbeck
Title: Acting Deputy Administrator

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____
Name:
Title:

WILMINGTON TRUST COMPANY,
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: Jale M. Stein
Name: JALE M. STEIN
Title: TREASURER

WILMINGTON TRUST COMPANY,
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:
Title:

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

By: _____
Name: 
Title: **Roseline S. Maney**
ASSISTANT Vice President

DISTRICT OF)
) ss
COLUMBIA)

On this 10th day of July, 2001, before me personally appeared Sufair Lindsey to me personally known, who being by me duly sworn, says that he/she is the Acting 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.

[Signature]
Notary Public

My Commission Expires: 11-14-2004

DISTRICT OF)
) ss
COLUMBIA)

On this 25th day of June, 2001, before me personally appeared Dale M. Stein, to me personally known, who being by me duly sworn, says that he/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 he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Carla A. Jones
Notary Public

Carla A. Jones
Notary Public, District of Columbia
My Commission Expires 04-30-2006

My Commission Expires: _____

SCHEDULE I TO TERMINATION
AND RELEASE OF LIEN

SCHEDULE 1

(AMTRAK TRUST 93-B)

DESCRIPTION OF UNITS-LOCOMOTIVE

<u>Equipment Type</u>	<u>Amtrak Equipment Numbers</u>
One (1) General Electric P42 Locomotive	122