September 24, 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 three (3) copies of a Termination and Release of Lien, dated September 25, 2001, 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 Recodnation Number 6690-MMMM.

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

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

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

Owner Trustee:  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:

Six (6) AEM-7 locomotives, AMTK 923, 925, 940, 943, 946 and 948
A short summary of the document to appear in the index follows:

Termination and Release of Lien by the FRA.

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,

[Signature]

Robert W. Alvord

RWA/anm
Enclosures
TERMINATION AND RELEASE OF LIEN
(AMTRAK TRUST 99-A)

THIS TERMINATION AND RELEASE OF LIEN (AMTRAK TRUST 99-A) dated September 25, 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 Wells Fargo Bank Northwest, National Association, 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) he 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: [Signature]
Name: [Name]
Title: [Title]

NATIONAL RAILROAD PASSENGER CORPORATION

By: [Signature]
Name: Dale M. Stein
Title: Treasurer

WELLS FARGO BANK NORTHWEST,
NATIONAL ASSOCIATION, not in its individual capacity, but solely as Owner Trustee

By: [Signature]
Name: [Name]
Title: [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: Dale M. Stein
   Title: Treasurer

WELLS FARGO BANK NORTHWEST,
   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: Dale M. Stein
   Title: Treasurer

WELLS FARGO BANK NORTHWEST,
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 21st day of September, 2001, before me personally appeared Allan Kutter, 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.

[Signature]
Notary Public

My Commission Expires: 11/14/06
DISTRICT OF COLUMBIA    SS.:    

On this 7th day of September, 2001 before me personally appeared Dale M. Stein, to me personally known, who being by me duly sworn, says that he 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 acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

Carla A. Jones  
Notary Public

My Commission Expires: 04-30-2006
On this 17th day of September, 2001, 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 WELLS FARGO BANK NORTHWEST, 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.

Dalyn Casto
Notary Public

My Commission Expires: ____________

FRA Termination (Amtrak Trust 99-A)
## SCHEDULE I

### DESCRIPTION OF EQUIPMENT

**AMTRAK TRUST 99-A**

<table>
<thead>
<tr>
<th>Description</th>
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<td>Rebuilt AEM-7 Locomotive</td>
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<td>Rebuilt AEM-7 Locomotive</td>
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