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**SURFACE TRANSPORTATION BOARD**

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

OF COUNSEL  
URBAN A. LESTER

January 4, 2010

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 Memorandum of Indenture Trustee Acknowledgement of Termination, dated as of January 4, 2010, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document is a complete release and relates to the Trust Indenture and Security Agreement previously filed with the Commission under Recordation Number 16918-C.

The name and address of the party to the enclosed document are:

Indenture Trustee: U.S. Bank, National Association  
300 Delaware Avenue -- 9th Floor  
Wilmington, Delaware 19801

Chief, Section of Administration  
January 4, 2010  
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A description of the railroad equipment covered by the enclosed document  
is:

9 F40 Locomotives: AMTK 401 - AMTK 409.

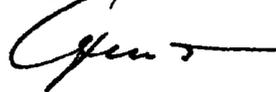
A short summary of the document to appear in the index is:

Memorandum of Indenture Trustee Acknowledgement of Termination.

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,



Robert W. Alvord

RWA/bhs  
Enclosures

JAN 04 '10

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SURFACE TRANSPORTATION BOARD

Memorandum of Indenture Trustee Acknowledgment of Termination, dated as of January 4, 2010 (this "Memorandum"), by U.S. BANK NATIONAL ASSOCIATION, a national banking association, as successor-in-interest to Meridian Trust Company, a Pennsylvania trust company, as Indenture Trustee (together with any successor indenture trustee, the "Indenture Trustee"). Capitalized terms used herein which are not defined herein shall have their respective meanings ascribed thereto as set forth in the Indenture (defined below).

WHEREAS, Amtrak, Owner Trustee and Indenture Trustee entered into that certain Trust Indenture and Security Agreement (Mortgage), dated as of June 1, 1990, a memorandum of which was recorded with the ICC on June 29, 1990 at 12:50 p.m. under Recordation No. 16918-C, as supplemented by (i) Indenture Supplement No. 1, Trust Indenture Estate (Amtrak), dated as of July 3, 1990, between Amtrak and Indenture Trustee, a memorandum of which was recorded with the ICC on June 29, 1990 at 12:50 p.m. under Recordation No. 16918-C and (ii) Indenture Supplement No. 2, Trust Indenture Estate (Owner Trustee), dated as of July 3, 1990, between Owner Trustee and Indenture Trustee, a memorandum of which was recorded with the ICC on June 29, 1990 at 12:50 p.m. under Recordation No. 16918-C (as supplemented, the "Indenture"), which such Indenture secured the obligations of Amtrak under the Secured Notes with a grant in the equipment as more fully described on the attached Schedule A hereto, and the Trust Indenture Estate;

WHEREAS, the Indenture Trustee hereby acknowledges and agrees that (i) the principal of the Secured Notes has been paid in full and pursuant to the Defeasance Clause of the Indenture, the security interests and all other interest, rights, powers and privileges granted by the Indenture or created pursuant to the Indenture for the benefit of the Secured Notes has ceased, terminated and are of no further force and effect and all of the property, rights and interests in the Trust Indenture estate granted by the Owner Trustee and Amtrak as security for the Secured Notes have reverted and revested in Owner Trustee or Amtrak, as applicable, in accordance with Article XI of the Indenture and (ii) that the Indenture has been terminated and all obligations thereunder discharged in full;

NOW, THEREFORE, to accomplish the foregoing, the Indenture Trustee is filing this Memorandum with the STB pursuant to 49 USC section 11301(a).

This Memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

U.S. BANK, NATIONAL ASSOCIATION,  
as Indenture Trustee

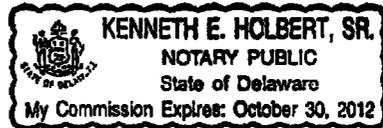
By: Nicole Poole  
Name: Nicole Poole  
Title: Vice President

STATE OF Delaware )  
county New Castle ) SS.:  
CITY OF New Castle )

On this 21 day of Dec, 2009 before me personally appeared Nicole Poole, to me personally known, who, by me being duly sworn, says that he/she is Vice President of U.S. BANK, NATIONAL ASSOCIATION, that the foregoing instrument was signed on behalf of said banking association, 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 banking association.

Kenneth E. Holbert, Sr.  
Notary Public

My commission expires



Schedule A to  
Memorandum of Indenture Trustee  
Acknowledgment of Termination

EQUIPMENT

<u>EQUIPMENT TYPE</u>	<u>AMTRAK EQUIPMENT NUMBER</u>
F40 Locomotive	401
F40 Locomotive	402
F40 Locomotive	403
F40 Locomotive	404
F40 Locomotive	405
F40 Locomotive	406
F40 Locomotive	407
F40 Locomotive	408
F40 Locomotive	409

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, 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: 1/4/2010



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Robert W. Alvord