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U.S. Department of Transportation

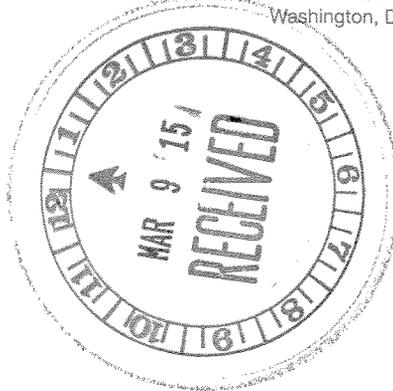
Federal Railroad Administration

FEB 25 2015

Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
Washington, DC 20423-0001

SURFACE TRANSPORTATION BOARD

1200 New Jersey Avenue, SE
Washington, DC 20590



Dear Section Chief:

I have enclosed an original and one counterpart of the document described below, to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code. This document is a Termination and Release of Lien, a secondary document as defined in the Board's Rules for the Recordation of Documents at 49 CFR Part 1177, dated February 23, 2015.

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

Secured Party: Federal Railroad Administration
1200 New Jersey Avenue, SE
Washington, DC 20590

The enclosed document relates to the primary Security Agreements, as amended, under the following Recordation Numbers:

- Security Agreement, dated August 7, 1972, Recordation No. 6690
- Security Agreement, dated December 27, 1973, Recordation No. 6690-D
- Security Agreement, dated December 29, 1975, Recordation No. 6690-J
- Security Agreement Amendment, dated March 20, 1975, Recordation No. 6690-M
- Security Agreement Supplement, dated April 16, 1975, Recordation No. 6690-O
- Security Agreement, dated October 5, 1983, Recordation No. 6690-MMMM

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

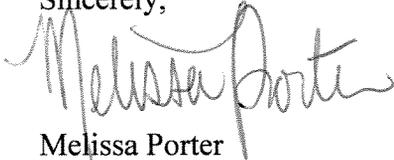
Six AEM-7 Locomotives

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

Termination and Release of Lien, dated February 23, 2015 from the 1983 Security Agreement with Recordation No. 6690-MMMM and each preceding Security Agreement, covering six AEM-7 Locomotives with AMTK Nos. 902, 910, 912, 950, 951, and 953.

Because the referenced documents are being filed on behalf of an agency of the United States, the undersigned requests that all filing fees be waived.

Sincerely,

A handwritten signature in cursive script that reads "Melissa Porter". The signature is written in black ink and is positioned above the printed name and title.

Melissa Porter
Chief Counsel

Enclosures

MAR 09 '15 -4 37 PM

TERMINATION AND RELEASE OF LIEN SURFACE TRANSPORTATION BOARD

THIS TERMINATION AND RELEASE OF LIEN dated as of FEB 23 2015 (this "Release"), is given and delivered by 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") to the National Railroad Passenger Corporation ("Amtrak").

WHEREAS, pursuant to a Security Agreement between the Administrator and Amtrak, dated October 5, 1983, and recorded with the Interstate Commerce Commission under No. 6690-MMMM on September 25, 1989 (the "FRA Security Agreement"), Amtrak assigned to the Administrator all of its right, title and interest to certain rolling stock owned by Amtrak, including rolling stock acquired by Amtrak after the date of the FRA Security Agreement, subject to the terms and provisions of the FRA Security Agreement.

WHEREAS, Amtrak and the Administrator agree that for the purpose of this Release, the FRA Security Agreement replaces all previous security agreements, supplements and amendments between Amtrak and the Administrator, including the Security Agreement, dated August 7, 1972, Recordation No. 6690, the Security Agreement, dated December 27, 1973, Recordation No. 6690-D, the Security Agreement, dated December 29, 1975, Recordation No. 6690-J, the Security Agreement Amendment, dated March 20, 1975, Recordation No. 6690-M, and the Security Agreement Supplement, dated April 16, 1975, Recordation No. 6690-O.

WHEREAS, Amtrak desires to dispose of the units described in Schedule I attached hereto (the "Units").

WHEREAS, Amtrak requested FRA's written consent for such disposal as required under the FRA Security Agreement and the Administrator hereby provides such consent.

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 Units are hereby terminated and released.
2. The Administrator represents warrants and agrees that: a) it has full authority to terminate and release all of its right, title and interest in and to the Units, and b) this Release satisfies the conditions of paragraph 2 of the FRA Security Agreement.
3. The terms of this Release shall be governed by, and construed and interpreted in accordance with the Federal Law of the United States. To the extent that Federal law does not specify the appropriate rule of decision for a particular matter at issue, it is

SCHEDULE I

<u>Unit #</u>	<u>Description</u>	<u>Reason</u>
902	AEM-7 Locomotive	Replaced with new equipment
910	AEM-7 Locomotive	Replaced with new equipment
912	AEM-7 Locomotive	Replaced with new equipment
950	AEM-7 Locomotive	Replaced with new equipment
951	AEM-7 Locomotive	Replaced with new equipment
953	AEM-7 Locomotive	Replaced with new equipment