

RECORDATION NO. 6690-PPPPPPPPPPPP FILED
June 23, 2014 2:40 PM
SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD
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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)
ROBERT W. ALVORD (2011)

June 23, 2014

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 Termination and Release of Lien, dated as of June 23, 2014, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement previously filed with the Commission under Recordation Number 6690-MMMM.

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

Grantor:	National Railroad Passenger Corporation 10 G Street, NE Washington, DC 20002
Secured Party:	Federal Railroad Administration 400 Seventh Street SW Washington, DC 20590
Collateral Agent:	PNC Equipment Finance, LLC One PNC Plaza, 10th Floor 249 Fifth Avenue Pittsburgh, Pennsylvania 15222

Chief, Section of Administration
June 23, 2014
Page 2

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

149 locomotives within the series AMTK 48 – AMTK 207 as set forth in the attachment to the document.

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

Termination and Release of Lien.

Also enclosed is a check in the amount of \$44.00 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,



Edward M. Luria

EML/sem
Enclosures

TERMINATION AND RELEASE OF LIEN
(Credit Agreement dated as of June 19, 2014)

THIS TERMINATION AND RELEASE OF LIEN dated as of June 23 , 2014 (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**”), National Railroad Passenger Corporation (“**Amtrak**”) and PNC Equipment Finance, LLC, not in its individual capacity, but solely as collateral agent on behalf of the Lenders referred to below (the “**Collateral Agent**”).

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 in and 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, pursuant to the terms and conditions of that certain Credit Agreement dated as of June 19 , 2014 (the “**Credit Agreement**”) among Amtrak, the Lenders party thereto (the “**Lenders**”) and PNC Equipment Finance, LLC, as Administrative Agent (the “**Administrative Agent**”), the Lenders have agreed to advance certain loans in an aggregate principal amount of up to \$200,000,000 (collectively, the “**Loans**”);

WHEREAS, in connection with the Credit Agreement, Amtrak is entering into that certain Mortgage and Security Agreement dated as of June 19 , 2014 (the “**Mortgage**”) with the Collateral Agent, pursuant to which it will grant in favor of the Collateral Agent a first priority security interest in Amtrak’s right, title and interest, now existing or hereafter arising, in and to the locomotives described on Schedule 1 hereto and related property, income and proceeds (the “**Units**”), and replacements and substitutions therefor, as security for the Loans; and

WHEREAS, the foregoing liens in favor of the Collateral Agent on (a) the Units described on Part A of Schedule 1 hereto (the “**Part A Units**”) shall be granted by Amtrak immediately upon the advancement of loans under the Credit Agreement and the execution and delivery of a Mortgage Supplement describing such Units, and (b) the Units described on Part B of Schedule 1 (the “**Part B Units**”) shall be granted by Amtrak promptly following the purchase of such Units by Amtrak in connection with its exercise of certain early buyout rights under existing lease transactions to which such Units relate and upon the execution and delivery of a Mortgage Supplement describing such Units (at which time the Collateral Agent shall release its lien over an equivalent number of the Part A Units (such release of liens being referred to herein as the “**Part A Units Release**”)); and

WHEREAS, the obligations of the Lenders to make the Loans to Amtrak is conditioned upon, among other things, that the Units become subject to the Mortgage free and clear of any and all liens including, without limitation, the Administrator’s lien under the FRA Security Agreement.

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 is hereby terminated and released. The Administrator confirms and agrees that the termination and release provided hereby includes the Part B Units, and no further action is required on the part of Amtrak, the Administrator or any other person upon Amtrak's exercise of its early buyout rights under the leases to which the Part B Units relate.

2. At such time as the Part A Units Release has occurred, Amtrak will execute such agreements and other documents as are necessary in order to pledge and/or reaffirm its pledge of such released Part A Units under the FRA Security Agreement in favor of the Administrator, including such agreements and other documents as the Administrator may reasonably request for such purpose. Promptly after execution of such agreements and documents, Amtrak will, at its own expense, cause such documents and /or appropriate memoranda thereof to be recorded with the Surface Transportation Board in accordance with applicable law and in any jurisdiction where such recordation is necessary to preserve and maintain the perfection and priority of the Administrator's lien over such released Part A Units.

3. The Administrator represents, warrants and agrees 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 or the Secretary is now subject, (b) the Administrator has full authority to terminate and release all of its right, title and interest in and to the Units, and (c) this Agreement constitutes the legal and valid obligation and contract of the Administrator and the Secretary, enforceable in accordance with its terms, and effectively terminates and releases all of its right, title and interest in and to the Units.

4. 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.

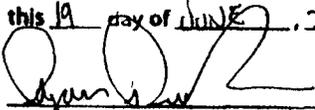
5. Nothing in this Agreement affects any priority which may be claimed by the Collateral Agent by operation of law including, but not limited to, title 49 U.S.C. § 11301, the Uniform Commercial Code, and other applicable state and federal law.

6. Amtrak hereby consents and agrees to the terms of the foregoing.

7. THIS AGREEMENT 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 THE INTENTION AND AGREEMENT OF THE PARTIES HERETO THAT THE SUBSTANTIVE LAW OF THE DISTRICT OF COLUMBIA SHALL BE ADOPTED AS THE GOVERNING FEDERAL RULE OF DECISION.

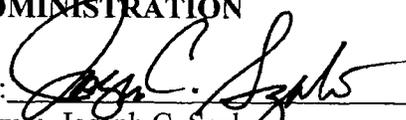
8. This Agreement may be executed in several counterparts (or upon separate signature pages bound together into one or more counterparts), each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

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

District of Columbia: SS
Subscribed and sworn to before me
this 19 day of June, 2014.

Notary Public, District of Columbia
My commission expires on 3/14/19



**FEDERAL RAILROAD
ADMINISTRATION**

By: 
Name: Joseph C. Szabo
Title: Administrator

**NATIONAL RAILROAD PASSENGER
CORPORATION**

By: _____
Name:
Title:

PNC EQUIPMENT FINANCE, LLC, not
in its individual capacity, but solely as
Collateral Agent

By: _____
Name:
Title:

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

**FEDERAL RAILROAD
ADMINISTRATION**

By: _____
Name: Joseph C. Szabo
Title: Administrator

**NATIONAL RAILROAD PASSENGER
CORPORATION**

By: _____
Name: Gerald Sokol, Jr.
Title: Chief Financial Officer

PNC EQUIPMENT FINANCE, LLC, not
in its individual capacity, but solely as
Collateral Agent

By: _____
Name:
Title:

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

**FEDERAL RAILROAD
ADMINISTRATION**

By: _____
Name: Joseph C. Szabo
Title: Administrator

**NATIONAL RAILROAD PASSENGER
CORPORATION**

By: _____
Name:
Title:

PNC EQUIPMENT FINANCE, LLC, not
in its individual capacity, but solely as
Collateral Agent

By:  _____
Name: **Cheree F. Kurela**
Title: **Vice President**

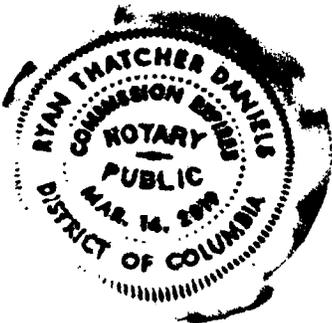
DISTRICT OF)
)
COLUMBIA) ss.

On this 19 day of JUNE, 2014 before me personally appeared JOSEPH C. SZABO, to me personally known, who, being by me duly sworn, says that he is the ADMINISTRATOR of the **FEDERAL RAILROAD ADMINISTRATION**, who acknowledged himself to be a duly authorized officer of the **FEDERAL RAILROAD ADMINISTRATION**, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.



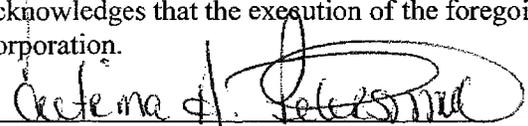
Notary Public

My Commission Expires: 3/14/2019

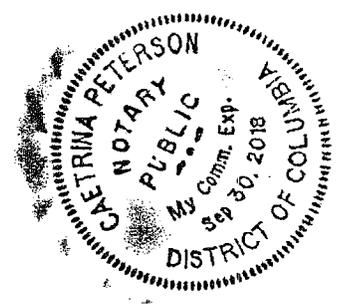


DISTRICT OF)
) ss.
COLUMBIA)

On this 18 day of June, 2014 before me personally appeared Gerald Sokol, Jr to me personally known, who, being by me duly sworn, says that he/she is the CFO of **NATIONAL RAILROAD PASSENGER CORPORATION**, that the foregoing instrument was signed on behalf of said corporation 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 corporation.


Notary Public

My Commission Expires: **My Commission Expires**
~~September 30, 2018~~



STATE OF Pennsylvania)
)
COUNTY OF Allegheny) ss.

On this 18th day of June 2014 before me personally appeared Cheryl Kurela to me personally known, who, being by me duly sworn, says that he/she is the Vice President of **PNC EQUIPMENT FINANCE, LLC**, who acknowledged himself to be a duly authorized officer of **PNC EQUIPMENT FINANCE, LLC**, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

Nichole Sisk

Notary Public

My Commission Expires: September 10, 2014

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Nichole Sisk, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Sept. 10, 2014
Member, Pennsylvania Association of Notaries

SCHEDULE 1
TO TERMINATION AND RELEASE OF LIEN

DESCRIPTION OF UNITS

<u>Description</u>	<u>Amtrak Equipment Numbers</u>
<u>Part A:</u> One Hundred and Twenty (120) General Electric Model P42-DC Single Mode Diesel Locomotives	AMTK 48; AMTK 50 through AMTK 69, inclusive; AMTK 71 through AMTK 79, inclusive; AMTK 81 through AMTK 89, inclusive; AMTK 91 through AMTK 127, inclusive; AMTK 129; AMTK 131 through AMTK 140, inclusive; AMTK 142; AMTK 144 through AMTK 148, inclusive; AMTK 150 through AMTK 152, inclusive; and AMTK 184 through AMTK 207, inclusive;
<u>Part B:</u> Twenty-Nine (29) General Electric Model P42-DC Single Mode Diesel Locomotives	AMTK 153 and AMTK 154; AMTK 156 through AMTK 177, inclusive; and AMTK 179 through AMTK 183, inclusive

CERTIFICATION

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, 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: June 23, 2014

Edward M. Luria

Edward M. Luria