



U.S. Department
of Transportation

**Federal Railroad
Administration**

RECORDATION NO. 6690-SSSSSSSSSSSS
FILED AUGUST 25, 2014 05:35 PM
SURFACE TRANSPORTATION BOARD

1200 New Jersey Avenue, SE
Washington, DC 20590

August 18, 2014

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

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 August 13, 2014.

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:

Fifteen 6 wheel flat cars

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

Termination and Release of Lien, dated August 13, 2014, from 1983 Security Agreement with Recordation No. 6690-MMMM and each preceding Security Agreement

covering fifteen 6 wheel flat cars with AMTK Nos. 15678, 15686, 15687, 15690, 15700, 15705, 15710, 15712, 15718, 15739, 15741, 15758, 15762, 15766, and 15787.

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 black ink, appearing to read "Thomas Herrmann", is written over a horizontal line.

Thomas Herrmann
Acting Deputy Chief Counsel

Enclosures

TERMINATION AND RELEASE OF LIEN

THIS TERMINATION AND RELEASE OF LIEN dated as of August 13, 2014 (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

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.

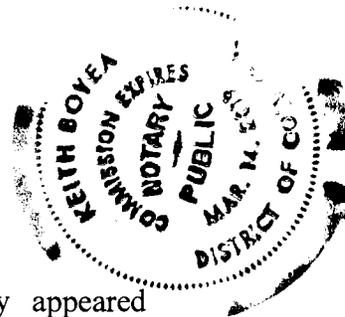
- 4. Capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Release have the respective meanings specified in the Security Agreement.

IN WITNESS WHEREOF, the undersigned duly authorized officer has executed this Agreement.

UNITED STATES OF AMERICA,
REPRESENTED BY THE SECRETARY OF
TRANSPORTATION, ACTING THROUGH THE
FEDERAL RAILROAD ADMINISTRATION

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

DISTRICT OF)
COLUMBIA) ss
)



On this 13 day of August, 2014, before me, personally appeared Joe Szabo, 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 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.

JKH
Notary Public

My Commission Expires: 14 March 2015

Termination and Release of Lien

SCHEDULE I

<u>Unit #</u>	<u>Description</u>	<u>Reason</u>
15678	6 Wheel Flat Car	Beyond economical repair
15686	6 Wheel Flat Car	Beyond economical repair
15687	6 Wheel Flat Car	Beyond economical repair
15690	6 Wheel Flat Car	Beyond economical repair
15700	6 Wheel Flat Car	Beyond economical repair
15705	6 Wheel Flat Car	Beyond economical repair
15710	6 Wheel Flat Car	Beyond economical repair
15712	6 Wheel Flat Car	Beyond economical repair
15718	6 Wheel Flat Car	Beyond economical repair
15739	6 Wheel Flat Car	Beyond economical repair
15741	6 Wheel Flat Car	Beyond economical repair
15758	6 Wheel Flat Car	Beyond economical repair
15762	6 Wheel Flat Car	Beyond economical repair
15766	6 Wheel Flat Car	Beyond economical repair
15787	6 Wheel Flat Car	Beyond economical repair

Termination and Release of Lien
