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OF COUNSEL  
URBAN A. LESTER

20262-B  
DEC 23 1996 3:15 PM

Dec 23 3 15 PM '96

RECEIVED  
SURFACE TRANSPORTATION  
BOARD

December 23, 1996

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 two (2) copies of a Termination and Release (Amtrak Trust 96-A), dated as of December 23, 1996, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Interim Use Agreement previously filed with the Board under Recordation Number 20262.

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

Manufacturer: General Electric Company  
2901 East Lake Road  
Erie, Pennsylvania 16531

A description of the railroad equipment covered by the enclosed document is set forth on Annex A attached to the Release.

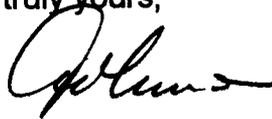
*Counterpart - [Signature]*

Vernon A. Williams  
December 23, 1996  
Page 2

Also enclosed is a check in the amount of \$22.00 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,

A handwritten signature in cursive script, appearing to read "R. Alvord", written in black ink.

Robert W. Alvord

RWA/bg  
Enclosures

## TERMINATION AND RELEASE

DEC 23 1996 3 02 PM

## (AMTRAK TRUST 96-A)

This TERMINATION AND RELEASE (AMTRAK TRUST 96-A) dated December 23, 1996 (the "*Termination and Release*") is made by GENERAL ELECTRIC COMPANY, a New York corporation (the "*Manufacturer*").

## WITNESSETH:

WHEREAS, the Manufacturer has entered into an Agreement dated as of August 28, 1996 ("*Interim Use Agreement*"), with NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia ("*Amtrak*"), which Agreement has been filed and recorded on September 12, 1996 at 1:05 p.m. with the Surface Transportation Board and has been assigned recordation No. 20262;

WHEREAS, pursuant to the Interim Use Agreement, the Manufacturer has delivered to Amtrak the Thirteen (13) General Electric P42-DC Single Mode Diesel Locomotives which are more specifically described by road number in Annex A attached hereto (collectively, the "*Locomotives*");

WHEREAS, pursuant to the Interim User Agreement, the Manufacturer retained title to the Locomotives for purposes of securing, among other things, payment in full of the purchase price of the Locomotives;

WHEREAS, on the date hereof, WILMINGTON TRUST COMPANY, a Delaware banking corporation, as Owner Trustee under that certain Trust Agreement (Amtrak Trust 96-A) dated as of September 15, 1996 ("*Owner Trustee*"), has made arrangements satisfactory to the Manufacturer for the purchase and payment in full of the purchase price by Owner Trustee for the Locomotives; and

WHEREAS, on the date hereof, the Manufacturer has delivered to Amtrak, against receipt of such purchase price, a Manufacturer's Bill of Sale (Amtrak Trust 96-A) with respect to the Locomotives and Amtrak has delivered to Owner Trustee, against payment of such purchase price as directed by Amtrak, a Bill of Sale (Amtrak Trust 96-A) with respect to the Locomotives.

NOW, THEREFORE, the Manufacturer agrees as follows:

Section 1. Definitions. All terms used and not otherwise defined herein shall have the respective meanings provided in the Interim User Agreement.

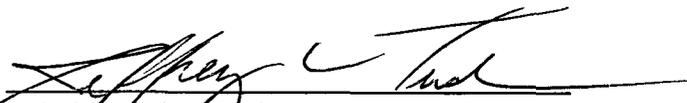
Section 2. Termination and Release of the Locomotives. All right, title and interest of the Manufacturer in and to the Locomotives described on Annex A hereto is hereby released. The Interim Use Agreement shall remain in full force and effect with respect to all Locomotives (as defined in the Interim User Agreement) not specifically described on Annex A hereto.

Section 3. Further Assurances. The Manufacturer hereby agrees to execute and deliver to the Owner Trustee, at the Owner Trustee's cost and expense, such additional instruments, notices, releases or certificates as the Owner Trustee may reasonably request to effectuate the foregoing provisions of this Termination and Release.

AMTRAK TRUST 96-A

IN WITNESS WHEREOF, the Manufacturer has caused this Termination and Release to be duly executed by its duly authorized representative as of the day and year first above written.

GENERAL ELECTRIC COMPANY

By: 

Name: Jeffrey L. Tushar

Title: Manager, Americas Locomotive Finance

AMTRAK TRUST 96-A

STATE OF PENNSYLVANIA    )  
  )  ss  
COUNTY OF ERIE            )

On this, the 19th day of December, 1996, before me personally appeared Jeffrey L. Tushar, to me personally known, who, being by me duly sworn, says that he is Manager, Americas Locomotive Finance of the Transportation Systems Business Operations of General Electric Company, and that the foregoing 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

  
\_\_\_\_\_  
Notary Public

Notarial Seal  
Carol A. Wahlen, Notary Public  
Erie, Erie County  
My Commission Expires Dec 12, 1998  
Member, Pennsylvania Association of Notaries

**AMTRAK TRUST 96-A**

Annex A to  
Termination and Release

**LOCOMOTIVES**

**Description**

**Amtrak Equipment Numbers**

Thirteen (13) General Electric P42-DC  
Single Mode Diesel Locomotives

35 through 47, inclusive