

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.

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

20036
—
(202) 393-2266
FAX (202) 393-2156
E-MAIL alvordlaw@aol.com

OF COUNSEL
URBAN A. LESTER

June 29, 2012

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 Agreement, dated June 29, 2012, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Commission and the Board under Recordation Number 17649.

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

Lessee:	National Railroad Passenger Corporation 10 G Street, NE Washington, DC 20002
Indenture Trustee:	U.S. Bank National Association (as successor-in-interest to State Street Bank and Trust Company of Connecticut, National Association) 225 Franklin Street Boston, MA 02110
Owner Trustee:	The Bank of New York Mellon Trust Company, N.A. (successor-in-interest to Ameritrust Company National Association) One First National Plaza Chicago, IL 60670

Chief, Section of Administration

June 29, 2012

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Owner Participant: Cargill, Inc.
15615 McGinty Road West
Wayzata, Minnesota 55391

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

18 locomotives TERMINATED: AMTK 500 and AMTK 503 – AMTK 519.

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

Termination Agreement.

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,

A handwritten signature in black ink, appearing to read 'E. Luria', with a stylized flourish at the end.

Edward M. Luria

EML/sem
Enclosures

TERMINATION AGREEMENT

This **TERMINATION AGREEMENT** dated as of June 29, 2012 (the "**Termination Agreement**") is made by **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.** (as successor-in-interest to Ameritrust Company National Association), not in its individual capacity but solely as owner trustee (the "**Owner Trustee**"), **U.S. BANK NATIONAL ASSOCIATION** (as successor-in-interest to State Street Bank and Trust Company of Connecticut, National Association), not in its individual capacity but solely as indenture trustee (the "**Indenture Trustee**"), **NATIONAL RAILROAD PASSENGER CORPORATION**, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia ("**Amtrak**"), and **CARGILL, INCORPORATED**, a Delaware corporation (as successor-in-interest to Cargill Leasing Corporation) (the "**Owner Participant**").

WITNESSETH:

A. Amtrak, the Owner Participant, the entities set forth in the hereinafter defined Participation Agreement as Loan Participants (together with their successors and assigns, the "**Loan Participants**"), the Owner Trustee and the Indenture Trustee (collectively, the "**Parties**") have entered into that certain Participation Agreement, dated as of December 15, 1991 (as amended, modified or supplemented from time to time, the "**Participation Agreement**"). Capitalized terms used herein and not otherwise defined are used as defined in Annex A to the hereinafter defined Sublease.

B. Amtrak and the Owner Trustee have entered into that certain Lease of Railroad Equipment, dated as of December 15, 1991, recorded with the Interstate Commerce Commission on December 30, 1991 under Recordation No. 17649, as supplemented by Lease Supplement No. 1, dated as of December 30, 1991, recorded with the Interstate Commerce Commission on December 30, 1991 under Recordation No. 17649-A (collectively, the "**Lease**"), pursuant to which Owner Trustee leased Eighteen (18) Dash 8-32 BWH locomotives manufactured by General Electric Company, more particularly described on Exhibit A hereto (the "**Equipment**") from Amtrak.

C. Owner Trustee and Amtrak entered into that certain Sublease of Railroad Equipment, dated as of December 15, 1991, recorded with the Interstate Commerce Commission on December 30, 1991 under Recordation No. 17649-D, as supplemented by that certain Sublease Supplement No. 1 dated as of December 30, 1991 recorded with the Interstate Commerce Commission on December 30, 1991 under Recordation No. 17649-E (collectively, the "**Sublease**"), pursuant to which Amtrak subleased the Equipment from Owner Trustee.

D. In connection with the Lease and the Sublease:

(i) Owner Trustee, Amtrak and Indenture Trustee entered into the Trust Indenture and Security Agreement (Mortgage), dated as of December 15, 1991, recorded with the Interstate Commerce Commission on December 30, 1991 under Recordation No. 17649-F, as supplemented by the Indenture Supplement No. 1, dated as of December 30, 1991, recorded with the Interstate Commerce

Commission on December 30, 1991 under Recordation No. 17649-G and Indenture Supplement No. 2, dated as of December 30, 1991, recorded with the Interstate Commerce Commission on December 30, 1991 under Recordation No. 17649-H (collectively, the "**Indenture**");

(ii) Amtrak and Owner Trustee entered into the Lessee Security Agreement, dated as of December 15, 1991, recorded with the Interstate Commerce Commission on December 30, 1991 under Recordation No. 17649-B, as supplemented by the Lessee Security Agreement Supplement No. 1, dated as of December 30, 1991, recorded with the Interstate Commerce Commission on December 30, 1991 under Recordation No. 17649-C (collectively, the "**Lessee Security Agreement**"); and

(iii) Owner Trustee executed and delivered the Secured Notes each dated December 30, 1991 (collectively, the "**Secured Notes**," and together with the Indenture and the Lessee Security Agreement collectively being herein referred to as the "**Debt Documents**").

E. Owner Trustee and Amtrak entered into that certain Warranty Assignment, dated as of December 15, 1991 (the "**Warranty Assignment**") pursuant to which Amtrak assigned to the Owner Trustee its rights and interests in certain warranties with respect to the Equipment.

F. The Secured Notes matured on June 29, 2011 and were paid in full on such date.

G. Amtrak, as Sublessee under the Sublease, has purchased the Leasehold Interests with respect to all Units subject to the Sublease on the date hereof for a purchase price equal to \$4,000,000 in the aggregate (\$222,222.22 per Unit);

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Debt Documents. Owner Trustee and Indenture Trustee acknowledge and confirm that the Secured Notes have previously been paid in full, that the Debt Documents are terminated and of no further force and effect and that any and all liens created under the Indenture or the Lessee Security Agreement have been or are hereby released.

Section 2. Lease and Sublease. Owner Trustee and Amtrak acknowledge and agree that the Lease and Sublease are hereby terminated and of no further force or effect, and all right, title and interest of Owner Trustee in and to the Equipment is hereby released and conveyed to Amtrak pursuant to the terms of the bill of sale executed by the Owner Trustee in favor of Amtrak, dated the date hereof (the "**Bill of Sale**").

Section 3. Participation Agreement. Owner Trustee, Indenture Trustee and Amtrak acknowledge and agree that the Participation Agreement is hereby terminated and of no further force or effect; provided, however, that the indemnities set forth in Section 6 thereof shall survive said termination. Amtrak shall pay, and shall indemnify Owner Participant harmless, in accordance with Section 6.1 of the Participation Agreement (subject to the exclusions and procedures set forth therein), from any liability, loss, cost or expense, including without limitation, reasonable attorneys fees related to any and all sales, use, transfer or similar taxes,

fees or duties assessed by any federal, state or local taxing authority or foreign taxing authority arising out of the purchase of the Leasehold Interests with respect to the Units.

Section 4. Tax Indemnity Agreement. Owner Participant and Amtrak acknowledge and agree that the Tax Indemnity Agreement is hereby terminated and of no further force or effect; provided, however, that the indemnities set forth in Section 5 thereof shall survive said termination.

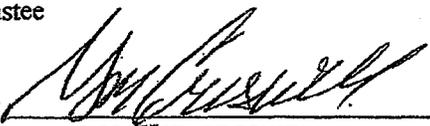
Section 5. Warranty Assignment. Owner Trustee acknowledges and agrees that the Warranty Assignment is hereby terminated and of no further force or effect and Owner Trustee hereby reassigns to Amtrak all rights and interests assigned to the Owner Trustee pursuant to the Warranty Assignment.

Section 6. Instruction. Owner Participant hereby instructs Owner Trustee and Indenture Trustee to execute and deliver this Termination Agreement and the Bill of Sale.

Section 7. Further Assurances. Owner Trustee and Indenture Trustee hereby agree to execute and deliver to Amtrak, at Amtrak's cost and expense, such additional instruments, notices, or releases as Amtrak may reasonably request to effectuate the foregoing provisions of this Termination.

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

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.**, not in its
individual capacity, but solely as Owner
Trustee

By: 

Name: **GERALDINE CRESWELL**

Title: **VICE PRESIDENT**

**NATIONAL RAILROAD PASSENGER
CORPORATION**

By: _____

Name: Dale M. Stein

Title: Treasurer

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

By: _____

Name:

Title:

CARGILL, INCORPORATED

By: _____

Name:

Title:

STATE OF FLORIDA)
)
COUNTY OF DUVAL) SS

On this, the 27 day of JUNE, 2012, before me, a Notary Public, personally appeared GERALDINE ~~CRISP~~ who being by me duly sworn, say that he/she is the VICE PRESIDENT of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., that the foregoing instrument was signed on behalf of said company by an authorized signatory, and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of said company.

Lillie C. Mariano
Notary Public

My Commission Expires: 9/29/2012



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

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., not in its individual capacity, but solely as Owner Trustee

By: _____
Name:
Title:

NATIONAL RAILROAD PASSENGER CORPORATION

By: Dale M. Stein
Name: Dale M. Stein
Title: Treasurer

U.S. BANK NATIONAL ASSOCIATION, as Indenture Trustee

By: _____
Name:
Title:

CARGILL, INCORPORATED

By: _____
Name:
Title:

L Cargill

DISTRICT OF COLUMBIA

)
) ss.:
)

On this 27th day of June, 2012 before me personally appeared DALE M. STEIN, to me personally known, who being by me duly sworn, says that he is the TREASURER 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 acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

My Commission Expires: 2-28-17

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

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.**, not in its
individual capacity, but solely as Owner
Trustee

By: _____
Name:
Title:

**NATIONAL RAILROAD PASSENGER
CORPORATION**

By: _____
Name: Dale M. Stein
Title: Treasurer

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

By:  _____
Name: **EARL W. DENNISON JR.**
Title: **VICE PRESIDENT**

CARGILL, INCORPORATED

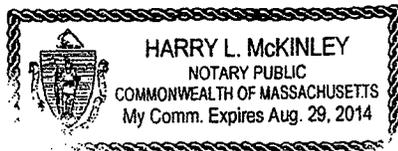
By: _____
Name:
Title:

STATE OF Massachusetts)
) ss.:
COUNTY OF Suffolk)

On this 15th day of June, 2012 before me personally appeared Earl W. D... to me personally known, who, being by me duly sworn, says that he/she is the Vice President of U.S. BANK NATIONAL ASSOCIATION, that the foregoing instrument was signed on behalf of said national banking association 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 national banking association.

Notary Public 

My Commission Expires: August 29, 2014



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

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., not in its individual capacity, but solely as Owner Trustee

By: _____
Name:
Title:

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____
Name: Dale M. Stein
Title: Treasurer

U.S. BANK NATIONAL ASSOCIATION, as Indenture Trustee

By: _____
Name:
Title:

CARGILL, INCORPORATED

By: *Kristi Richard*
Name: KRISTI RICHARD
Title: CASH MANAGEMENT ADVISOR AND
CARGILL, INCORPORATED AUTHORIZED SIGNER

STATE OF Minnesota)
)
COUNTY OF Wright) ss

On this, the 27 day of June, 2012, before me, a Notary Public, personally appeared KRISTI RICHARD, who being by me duly sworn, say that he/she is the CASH MANAGEMENT ADVISOR of CARGILL, INCORPORATED, that the foregoing instrument was signed on behalf of said company 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 company.

Courtney Cox
Notary Public

My Commission Expires: January 31, 2017

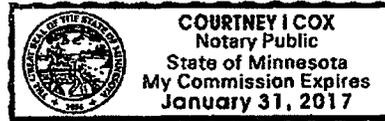


EXHIBIT A
EQUIPMENT

Equipment Type	Amtrak Equipment Numbers
Eighteen (18) GE Dash 8-32 BWH locomotives	500, and 503 through 519 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: 6/29/12

Edward M Luria
Edward M. Luria