

Chief, Section of Administration

June 29, 2012

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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 (FRA).

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,


✓ Edward M. Luria

EML/sem
Enclosures

Commerce Commission on September 25, 1989 under Recordation No. 6690-MMMM, 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, pursuant to the Release of Mortgage and Consent dated as of December 15, 1991 (the "**FRA Release and Consent**"), by the Administrator in favor of Amtrak, the Administrator released and discharged all right, title, interest, claim and demand whatsoever in and to the Equipment from the liens and security interests under the FRA Security Agreement;

WHEREAS, Section 3 of the FRA Release and Consent provides that if Amtrak at any time acquires the Leasehold Interest with respect to any of the Equipment by purchase pursuant to Section 16 of the Sublease and the lien of the Indenture shall have finally terminated in respect of such Equipment, the FRA Release and Consent shall, solely as between Amtrak and the FRA, not be deemed to have released any lien or any right, title, interest, claim or demand whatsoever of the FRA referred to therein and such lien, right, title, interest, claim or demand shall be reinstated and recorded through appropriate documents;

WHEREAS, Amtrak has purchased the Leasehold Interests with respect to all of the Equipment pursuant to Section 16 of the Sublease in exchange for a payment in cash and the lien of the Indenture has finally terminated on the date hereof;

WHEREAS, the Administrator has requested that Amtrak execute and deliver this Agreement in accordance with Section 3 of the FRA Release and 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. Each of Amtrak and the Administrator hereby agrees that the FRA Subordinated Security Agreement is hereby terminated and of no further force and effect and that any and all liens created under the FRA Subordinated Security Agreement are hereby released.

2. Each of Amtrak and the Administrator hereby agrees that the FRA Release and Consent (including, without limitation, the provisions of Section 4 thereof) is hereby terminated and of no further force and effect and, solely as between Amtrak and the FRA, shall not be deemed to have released any lien or any right, title, interest, claim or demand whatsoever of the FRA referred to therein and such lien, right, title, interest, claim or demand is hereby reinstated. This Agreement shall be recorded with the Surface Transportation Board to evidence the foregoing.

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 Sublease, and (c) this Agreement constitutes the legal and valid obligation

and contract of the Administrator and the Secretary, and effectively terminates and releases all of its right, title and interest in and to the Sublease.

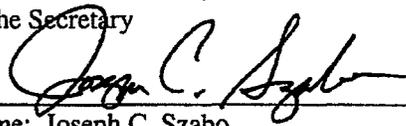
4. This Agreement may be amended only by an agreement in writing signed by the parties hereto, specifically referring to itself as an amendment hereto. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

5. The terms of this Agreement and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the District of Columbia or, to the extent the Federal law of the United States of America is applicable, such Federal law.

6. 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.

**FEDERAL RAILROAD
ADMINISTRATOR**, as such and on behalf
of the Secretary

By: 
Name: Joseph C. Szabo
Title: Administrator

**NATIONAL RAILROAD PASSENGER
CORPORATION**

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

[Termination Agreement (FRA)]

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

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ADMINISTRATOR**, as such and on behalf
of the Secretary

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

**NATIONAL RAILROAD PASSENGER
CORPORATION**

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

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