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ELIAS C. ALVORD (1942)
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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 (FRA), 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 Numbers 17649-I and 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

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

TERMINATION AGREEMENT (FRA)

THIS TERMINATION AGREEMENT (FRA) dated as of June 29, 2012 (this "**Agreement**"), is by and between the Federal Railroad Administrator (the "**Administrator**"), as such and on behalf of the Secretary of the Department of Transportation (the "**Secretary**"), and the National Railroad Passenger Corporation ("**Amtrak**").

WHEREAS, Amtrak, as lessor, and 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**"), as lessee, are parties to that certain Lease of Railroad Equipment dated as of December 15, 1991, and that certain Lease Supplement No. 1 dated December 30, 1991 (as modified, amended and supplemented to the date hereof, collectively, the "**Lease**"), pursuant to which the 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;

WHEREAS, the Owner Trustee, as sublessor, and Amtrak, as sublessee are parties to that certain Sublease of Railroad Equipment dated as of December 15, 1991, and that certain Sublease Supplement No. 1 dated December 30, 1991 (as modified, amended and supplemented to the date hereof, collectively, the "**Sublease**"; capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Agreement have the respective meanings specified therefor in Annex A to the Sublease), pursuant to which the Owner Trustee subleased the Equipment to Amtrak;

WHEREAS, pursuant to the FRA Subordinated Security Agreement dated as of December 15, 1991 between the Administrator and Amtrak (the "**FRA Subordinated Security Agreement**"), recorded with the Interstate Commerce Commission on December 30, 1991 under Recordation No. 17649-I, Amtrak granted to the Administrator a security interest in all of Amtrak's right, title and interest in and to the Sublease, subject to Amtrak's obligations thereunder, such security interest to be subject and subordinate to the rights of all parties to the Operative Documents, except Amtrak;

WHEREAS, Section 7 of the FRA Subordinated Security Agreement provides that (a) said agreement shall terminate contemporaneously with the termination of the Sublease and (b) the Administrator will, if so requested by Amtrak, execute and deliver for filing and recording in all necessary public offices such instruments as may be necessary or appropriate in order to make clear upon the public records the termination of the FRA Subordinated Security Agreement;

WHEREAS, each of the Lease and the Sublease has terminated on the date hereof;

WHEREAS, Amtrak has requested that the Administrator execute and deliver this Agreement in accordance with Section 7 of the FRA Subordinated Security Agreement;

WHEREAS, pursuant to a Security Agreement dated October 5, 1983, between the Administrator and Amtrak (the "**FRA Security Agreement**"), recorded with the Interstate

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

[Termination Agreement (FRA)]

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.

**FEDERAL RAILROAD
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