

RECORDATION NO 21010-B FILED
April 29, 2013 04:20 PM
SURFACE TRANSPORTATION BOARD

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April 29, 2013

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 and Release (Amtrak Trust 97-C), dated as of April 29, 2013, 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 Board under Recordation Numbers 21009 and 21010.

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

Owner/Trustee: U.S. Bank National Association
(successor to State Street Bank and
Trust Company of Connecticut, N.A.)
225 Asylum Street
Hartford, CT 06103

Lessee: National Railroad Passenger Corporation
400 North Capitol Street, N.W.
Washington, D.C. 20001

Owner Participant: General Electric Capital Corporation
161 N. Clark Street
Chicago, IL 60601-3294

Chief
Section of Administration
April 29, 2013
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A description of the railroad equipment covered by the enclosed document is:

The following equipment is TERMINATED: 50 railcars AMTK 70000 – AMTK 70049; 9 locomotives AMTK 902, 203, 206, 207, 210, 214, 216, 217 and 220; 8 Amcoaches AMTK 21000 – 21003, inclusive, 21006, 21007, 21009 and 21011; and 5 passenger coaches AMTK 31005 – 31007, inclusive, 31012 and 31018.

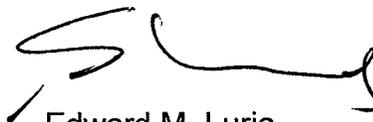
A short summary of the document to appear in the index is:

Termination and Release (Amtrak Trust 97-C).

Also enclosed is a check in the amount of \$42.00 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 long horizontal flourish extending to the right.

Edward M. Luria

EML/sem
Enclosures

**TERMINATION AND RELEASE
(AMTRAK TRUST 97-C)**

This TERMINATION AND RELEASE (AMTRAK TRUST 97-C), dated as of April 29, 2013 (the "Termination"), is made by U.S. BANK NATIONAL ASSOCIATION (as successor to State Street Bank and Trust Company of Connecticut, National Association), a national banking association, not in its individual capacity but solely as owner trustee ("Owner Trustee") under that certain Trust Agreement (Amtrak Trust 97-C), dated as of September 1, 1997, NATIONAL RAILROAD PASSENGER CORPORATION ("Amtrak") and, solely with respect to Section 3, General Electric Capital Corporation ("GECC").

WITNESSETH:

WHEREAS, State Street Bank and Trust Company of Connecticut, National Association, as trustee (as predecessor to Owner Trustee), and Amtrak entered into that certain Lease of Railroad Equipment (Amtrak Trust 97-C), dated as of September 1, 1997 (as amended, supplemented and modified, the "Lease");

WHEREAS, Owner Trustee and Amtrak are parties to that certain Memorandum of Lease of Railroad Equipment (Amtrak Trust 97-C), dated November 19, 1997 ("Memorandum of Lease"), which was filed and recorded on November 19, 1997 at 2:25 p.m. with the Surface Transportation Board and has been assigned Recordation No. 21009, which Memorandum of Lease evidences that two hundred fifty (250) railcars (the "Leased Railcars") are subject to the Lease;

WHEREAS, Owner Trustee is party to that certain Notice of Change of Owner Trustee, dated August 27, 2004, which was filed and recorded on September 22, 2004 with the Surface Transportation Board and has been assigned Recordation No. 21009-A;

WHEREAS, Owner Trustee and Amtrak terminated the Lease as to fifty (50) of the Leased Railcars pursuant to the Partial Termination and Release (Amtrak Trust 97-C), dated March 30, 2006, which was filed and recorded on March 30, 2006, with the Surface Transportation Board and has been assigned Recordation No. 21009-B;

WHEREAS, Owner Trustee and Amtrak terminated the Lease as to five (5) of the Leased Railcars pursuant to the Partial Termination and Release (Amtrak Trust 97-C), dated March 30, 2006, which was filed and recorded on March 30, 2006, with the Surface Transportation Board and has been assigned Recordation No. 21009-C;

WHEREAS, Owner Trustee and Amtrak terminated the Lease as to fifty (50) of the Leased Railcars pursuant to the Partial Termination and Release (Amtrak Trust 97-C), dated June

29, 2006, which was filed and recorded on June 29, 2006, with the Surface Transportation Board and has been assigned Recordation No. 21009-D;

WHEREAS, Owner Trustee and Amtrak terminated the Lease as to ninety-five (95) of the Leased Railcars pursuant to the Partial Termination and Release (Amtrak Trust 97-C), dated July 22, 2011, which was filed and recorded on July 22, 2011, with the Surface Transportation Board and has been assigned Recordation No. 21009-E;

WHEREAS, after giving effect to the documents listed above, the railcars remaining subject to the Lease are described on Annex A hereto (the "Released Railcars"); and

WHEREAS, State Street Bank and Trust Company of Connecticut, National Association, as trustee (as predecessor to Owner Trustee), and Amtrak entered into that certain Security Agreement (Amtrak Trust 97-C), dated as of September 1, 1997 (as amended, supplemented and modified, the "Security Agreement");

WHEREAS, Owner Trustee and Amtrak are parties to that certain Memorandum of Security Agreement (Amtrak Trust 97-C), dated November 19, 1997 ("Memorandum of Lease"), which was filed and recorded on November 19, 1997 at 2:25 p.m. with the Surface Transportation Board and has been assigned Recordation No. 21010, which Memorandum of Security Agreement evidences that certain railcars and locomotives described on Annex B hereto (the "Collateral") are pledged to Owner Trustee as collateral for Amtrak's obligations under the Lease;

WHEREAS, Owner Trustee is party to that certain Notice of Change of Owner Trustee, dated August 27, 2004, which was filed and recorded on September 22, 2004 with the Surface Transportation Board and has been assigned Recordation No. 21010-A;

WHEREAS, simultaneously with entering into the Lease and the Security Agreement, and in connection therewith, Owner Trustee, Amtrak and GECC entered into that certain Participation Agreement, dated as of September 1, 1997 (as amended, supplemented and modified, the "Participation Agreement"); and

WHEREAS, on the date hereof, Owner Trustee, Amtrak and GECC have made arrangements satisfactory to each of them to terminate the Lease with respect to the Released Railcars, to terminate the Security Agreement with respect to the Collateral and to terminate the Participation Agreement.

NOW, THEREFORE, Owner Trustee and Amtrak, and, solely with respect to Section 3 below, GECC agree as follows:

Section 1. Termination of Lease and Release of the Released Railcars. Subject to Section 4 below, the lease of the Released Railcars pursuant to the Lease is hereby terminated, and given that the Released Railcars constitute all the remaining Leased Railcars, the Lease is hereby terminated in full, and all of Amtrak's and Owner Trustee's rights and obligations thereunder, including all rights and obligations of Amtrak in and to the Released Railcars, arising from and through the Lease, are hereby terminated and released.

Section 2. Termination of Security Agreement and Release of the Collateral. Subject to Section 4 below, the lien pursuant to the Security Agreement in the Collateral is hereby terminated and the Security Agreement is hereby terminated in full, and all of Amtrak's and Owner Trustee's rights and obligations thereunder, including all rights and obligations of Owner Trustee in and to the Collateral, arising from and through the Security Agreement, are hereby terminated and released.

Section 3. Termination of Participation Agreement. Subject to Section 4 below, the Participation Agreement is hereby terminated in full, and all of the rights and obligations thereunder of Amtrak and Owner Trustee and GECC, arising from and through the Participation Agreement, are hereby terminated and released.

Section 4. Survival. Notwithstanding anything to the contrary herein set forth, any right or obligation arising from and through the Lease, Security Agreement or Participation Agreement or other Operative Document (as described in Annex A to the Participation Agreement) which, pursuant to the terms of such Operative Document, expressly (other than pursuant to Section 14 of the Participation Agreement) survives termination, including without limitation Amtrak's obligations under Sections 6 and 7 of the Participation Agreement, which shall survive as provided therein, and any provision of any Operative Document which by its nature is required to survive in order to effect or fulfill the intent of Amtrak's obligations under such Sections 6 and 7 of the Participation Agreement, shall in each case survive the termination of such agreement hereunder.

Section 5. Further Assurances. Owner Trustee hereby agrees 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.

Section 6. Representations and Warranties. Each of Amtrak and Owner Trustee and, solely with respect to Section 3, GECC, represents and warrants that this Termination constitutes its legal and valid obligation, enforceable against it in accordance with its terms. Owner Trustee has full authority to terminate the Lease, the Participation Agreement and the Security Agreement and release all of its right, title and interest in and to the Released Railcars and the Collateral.

Section 7. Counterparts. This Termination may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts together shall constitute but one and the same instrument.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each of Amtrak and Owner Trustee and, solely with respect to Section 3, GECC, has caused this Termination to be duly executed by its duly authorized representative as of the day and year first written above.

U.S. BANK NATIONAL ASSOCIATION
(as successor to State Street Bank and Trust Company of Connecticut, National Association), not in its individual capacity, but solely as Owner Trustee

By: _____

Name: _____

Title: _____

Crystal Maston

Crystal Maston

Vice President

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____

Name: _____

Title: _____

GENERAL ELECTRIC CAPITAL CORPORATION, solely with respect to Section 3

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, each of Amtrak and Owner Trustee and, solely with respect to Section 3, GECC, has caused this Termination to be duly executed by its duly authorized representative as of the day and year first written above.

U.S. BANK NATIONAL ASSOCIATION
(as successor to State Street Bank and Trust
Company of Connecticut, National
Association), not in its individual capacity,
but solely as Owner Trustee

By: _____

Name:
Title:

**NATIONAL RAILROAD PASSENGER
CORPORATION**

By: _____

Name:
Title:

David M. Stein (signature)
David M. Stein
Treasurer

**GENERAL ELECTRIC CAPITAL
CORPORATION**, solely with respect to
Section 3

By: _____

Name:
Title:

IN WITNESS WHEREOF, each of Amtrak and Owner Trustee and, solely with respect to Section 3, GECC, has caused this Termination to be duly executed by its duly authorized representative as of the day and year first written above.

U.S. BANK NATIONAL ASSOCIATION
(as successor to State Street Bank and Trust Company of Connecticut, National Association), not in its individual capacity, but solely as Owner Trustee

By:

Name:

Title:

NATIONAL RAILROAD PASSENGER CORPORATION

By:

Name:

Title:

GENERAL ELECTRIC CAPITAL CORPORATION, solely with respect to Section 3

By:

Name:

Title:

Patrice A. Powers
Patrice A. Powers
Attorney-in-Fact

STATE OF CONNECTICUT)
) ss.
COUNTY OF HARTFORD)

April 26 2013

Before me, the undersigned Notary Public, personally appeared Crystal Master, known to me, who stated in my presence that he/she is the Vice President of U.S. Bank National Association, a national banking association, and that he/she, being fully authorized to do so, executed the foregoing instrument on behalf of U.S. Bank National Association, not in its individual capacity, but solely as Owner Trustee, as his/her free act and deed and as the free act and deed of U.S. Bank National Association in such capacity.

Susan P. McNally
Name:
Notary Public

My commission expires: SUSAN P. McNALLY
Notary Public, State of Connecticut
My Commission Expires Mar. 31, 2015

DISTRICT OF COLUMBIA

)
) ss.
)

April 26, 2013

Before me, the undersigned Notary Public, personally appeared Dale M. Stein, known to me, who stated in my presence that he/she 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/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Anthony Patterson
Name: Anthony Patterson
Notary Public

My commission expires: 2/28/2017



State of Illinois)
) ss. April 26, 2013
County of Cook)

Before me, the undersigned Notary Public, personally appeared Patrice A. Powers, known to me, who stated in my presence that he/she is the Attorney-in-Fact of General Electric Capital Corporation, that the foregoing instrument was signed on behalf of said corporation by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Kathy Zaczynski
Name: Kathy Zaczynski
Notary Public

My commission expires::
07/12/14



DESCRIPTION OF RELEASED RAILCARS

EQUIPMENT TYPE

AMTRAK EQUIPMENT NUMBERS

Fifty (50) remanufactured Greenbrier Railcar, Inc.
Medium Speed Material Handling Cars III

AMTK 70000 through AMTK 70049,
inclusive

DESCRIPTION OF ROLLING STOCK COLLATERAL

<u>EQUIPMENT TYPE</u>	<u>AMTRAK EQUIPMENT NUMBERS</u>
One (1) EMD AEM 7 Locomotive	AMTK 902
Eight (8) Budd Co. Amfleet I Amcoaches	AMTK 21000 through 21003, inclusive, and AMTK 21006, AMTK 21007, AMTK 21009, and AMTK 21011
Eight (8) EMD F40 Locomotives	AMTK 203, AMTK 206, AMTK 207, AMTK 210, AMTK 214, AMTK 216, AMTK 217, and AMTK 220
Five (5) Bombardier Superliner I Passenger Coaches	AMTK 31005, AMTK 31006, AMTK 31007, AMTK 31012, and AMTK 31018

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: 4/29/13

Edward M Luria
Edward M. Luria