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THAS C. ALVORD (1942)  
ELI SWORTH C. ALVORD (1964)

**SURFACE TRANSPORTATION BOARD**

November 18, 2011

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 of Lien (Amtrak Trust 94-B), dated as of November 18, 2011, a secondary document as defined in the Board's Rules for the Recordation of Documents

The enclosed document relates to the Security Agreement previously filed with the Board under Recordation Number 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
Owner Trustee	Wilmington Trust Company 1100 North Market Street Wilmington, Delaware 19890

Chief, Section of Administration  
October 3, 2011  
Page 2

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

2 Superliner Sleepers AMTK 32018 and AMTK 32021 TERMINATED and  
2 Superliner II Sleepers AMTK 32090 and AMTK 32103 ADDED to the  
Security Agreement

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

Termination and Release of Lien (Amtrak Trust 2000-A)

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/bhs  
Enclosures

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**TERMINATION AND RELEASE OF LIEN  
(AMTRAK TRUST 94-B)**

**SURFACE TRANSPORTATION BOARD**

**THIS TERMINATION AND RELEASE OF LIEN (AMTRAK TRUST 94-B)** dated as of November 18, 2011 (this "**Agreement**"), is among the Administrator of the Federal Railroad Administration of the United States Department of Transportation (the "**Administrator**"), acting (unless otherwise specified herein) on behalf of and as the delegate of the Secretary of the Department of Transportation (the "**Secretary**"), the National Railroad Passenger Corporation ("**Amtrak**"), Wilmington Trust Company, not in its individual capacity but solely as Owner Trustee (the "**Lessor**"), and Wells Fargo Bank Northwest, National Association, as Indenture Trustee (the "**Indenture Trustee**")

**WHEREAS**, pursuant to a Security Agreement dated October 5, 1983, between the Administrator and Amtrak (the "**FRA Security Agreement**"), 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**, Lessor and Amtrak entered into that certain Lease of Railroad Equipment (Amtrak Trust 94-B) dated as of June 15, 1994, that certain Lease Supplement No 1 (Amtrak Trust 94-B), dated June 30, 1994, and that certain Lease Supplement No 3 (Amtrak Trust 94-B), dated December 23, 1994 (as modified, amended and supplemented to the date hereof, the "**Lease**", and capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Agreement have the respective meanings specified therefor in the Lease)

**WHEREAS**, Amtrak desires to substitute the Units described in Schedule 1 attached hereto (the "**Replaced Units**") with the Units described in Schedule 2 attached hereto (the "**Replacement Units**").

**WHEREAS**, it is a condition to Lessor's and Indenture Trustee's agreement to permit such substitution that, among other things, title to the Replacement Units be transferred from Amtrak to Lessor free and clear of any and all Liens including, without limitation, the Administrator's Lien under the FRA Security Agreement.

**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. All right, title and interest of the Administrator in and to the Replacement Units are hereby terminated and released.

2. 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 Replacement Units, and (c) this Agreement constitutes the legal and valid

[Termination and Release of Lien (Amtrak Trust 94-B)]

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 Replacement Units.

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

4 Nothing in this Agreement affects any priority which may be claimed by Lessor or the Indenture Trustee by operation of law including, but not limited to, title 49 U.S.C. §11301, the Uniform Commercial Code, and other applicable state and federal law

5. Amtrak hereby consents and agrees to the terms of the foregoing.

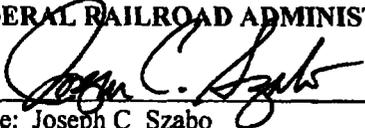
6 The terms of this Agreement and all rights and obligations hereunder shall be governed by the law of the District of Columbia without regard to conflicts or choice of law provisions.

7. 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.

[Termination and Release of Lien (Amtrak Trust 94-B)]

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

**FEDERAL RAILROAD ADMINISTRATION**

By:   
Name: Joseph C Szabo  
Title Administrator

**NATIONAL RAILROAD PASSENGER CORPORATION**

By: \_\_\_\_\_  
Name Dale M Stein  
Title Treasurer

**WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as Owner Trustee**

By: \_\_\_\_\_  
Name  
Title:

**WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, as Indenture Trustee**

By: \_\_\_\_\_  
Name  
Title:



[Termination and Release of Lien (Amtrak Trust 94-B)]

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

**FEDERAL RAILROAD ADMINISTRATION**

By: \_\_\_\_\_  
Name: Joseph C. Szabo  
Title: Administrator

**NATIONAL RAILROAD PASSENGER CORPORATION**

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

**WILMINGTON TRUST COMPANY**, not in its individual capacity, but solely as Owner Trustee

By: \_\_\_\_\_  
Name:  
Title:

**WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION**, as Indenture Trustee

By: \_\_\_\_\_  
Name:  
Title:



[Termination and Release of Lien (Amtrak Trust 94-B)]

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

**FEDERAL RAILROAD ADMINISTRATION**

By: \_\_\_\_\_  
Name: Joseph C. Szabo  
Title: Administrator

**NATIONAL RAILROAD PASSENGER CORPORATION**

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

**WILMINGTON TRUST COMPANY**, not in its individual capacity, but solely as Owner Trustee

By: \_\_\_\_\_  
Name: Char' Mav  
Title: Financial Services Officer

**WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION**, as Indenture Trustee

By: \_\_\_\_\_  
Name:  
Title:

[Termination and Release of Lien (Amtrak Trust 94-B)]

STATE OF DELAWARE        )  
  ) ss.:  
COUNTY OF NEW CASTLE    )

On this 11<sup>th</sup> day of November, 2011, before me personally appeared Chad May, to me personally known, who being by me duly sworn, says that he/she is the **Financial Services Officer** of WILMINGTON TRUST COMPANY, who acknowledged himself/herself to be a duly authorized officer of said Delaware trust company and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.



Notary Public

SUSANNE M. GULA

Notary Public - State of Delaware

My Commission Expires: \_\_\_\_\_

My Comm. Expires Nov. 21, 2011

[Termination and Release of Lien (Amtrak Trust 94-B)]

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

**FEDERAL RAILROAD ADMINISTRATION**

By \_\_\_\_\_  
Name: Joseph C. Szabo  
Title: Administrator

**NATIONAL RAILROAD PASSENGER CORPORATION**

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

**WILMINGTON TRUST COMPANY**, not in its individual capacity, but solely as Owner Trustee

By: \_\_\_\_\_  
Name:  
Title:

**WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION**, as Indenture Trustee

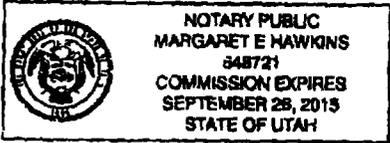
By: \_\_\_\_\_  
Name: Val T. Orton  
Title: Vice President

[Termination and Release of Lien (Amtrak Trust 94-B)]

STATE OF UTAH                    )  
  ) ss.  
COUNTY OF SALT LAKE        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me personally appeared  
Val T. Orton, to me personally known, who being by me duly sworn, says that he  
is a Vice President of WELLS FARGO BANK NORTHWEST,  
NATIONAL ASSOCIATION, a national banking association, that said instrument was signed on  
behalf of said national banking association 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  
national banking association

M. Hawkins  
\_\_\_\_\_  
Notary Public



My Commission Expires. Sept. 26, 2015

[Termination and Release of Lien (Amtrak Trust 94-B)]

SCHEDULE I TO  
TERMINATION AND RELEASE OF LIEN

**DESCRIPTION OF REPLACED UNITS**

<b>Description</b>	<b>Amtrak Equipment Number</b>
Superliner II Sleeper	32103
Superliner II Sleeper	32090

SCHEDULE 2 TO  
TERMINATION AND RELEASE OF LIEN

**DESCRIPTION OF REPLACEMENT UNITS**

<b>Description</b>	<b>Amtrak Equipment Number</b>
Superliner Sleeper	32018
Superliner Sleeper	32021

**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 11-13-11

Edward M Luria  
Edward M Luria