

ALVORD AND ALVORD PLLC
ATTORNEYS AT LAW
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SUITE 301
WASHINGTON, D.C.
20036

RECORDATION NO. 6690-VVVVVVVVVVVV
FILED FEBRUARY 1, 2016 11:30 AM
SURFACE TRANSPORTATION BOARD

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)
ROBERT W. ALVORD (2011)

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February 1, 2016

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, dated as of July 23, 2016, 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 Number 6690.

The name and address of the party to the enclosed document is:

Secured Party: Federal Railroad Administration
1200 New Jersey Avenue, SE
Washington, DC 20590

Grantor: National Railroad Passenger Corporation
10 G Street, NE
Washington, DC 20002

Collateral Agent: PNC Equipment Finance, LLC
One PNC Plaza, 10th Floor
249 Fifth Avenue
Pittsburgh, PA 15222

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

1 locomotive RELEASED: road number 78.

Section Chief
February 1, 2016
Page 2

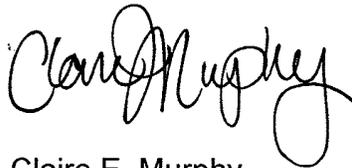
A short summary of the document to appear in the index is:

Termination and Release of Lien.

Also enclosed is a check in the amount of \$43.00 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 "Claire E. Murphy". The signature is written in a cursive style with a large, looping "M".

Claire E. Murphy

CEM
Enclosures

TERMINATION AND RELEASE OF LIEN
SURFACE TRANSPORTATION BOARD
(Credit Agreement dated as of June 19, 2014)

THIS TERMINATION AND RELEASE OF LIEN dated as of January 28, 2016 (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**”), National Railroad Passenger Corporation (“**Amtrak**”) and PNC Equipment Finance, LLC, not in its individual capacity, but solely as collateral agent on behalf of the Lenders referred to below (the “**Collateral Agent**”).

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 in and 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 terms and conditions of that certain Credit Agreement dated as of June 19, 2014 (the “**Credit Agreement**”) among Amtrak, the Lenders party thereto (the “**Lenders**”) and PNC Equipment Finance, LLC, as Administrative Agent (the “**Administrative Agent**”), the Lenders advanced certain loans in an aggregate principal amount of \$200,000,000 (collectively, the “**Loans**”);

WHEREAS, in connection with the Credit Agreement, Amtrak has entered into that certain Mortgage and Security Agreement dated as of June 19, 2014 (as supplemented by the hereinafter defined Mortgage Supplement, the “**Mortgage**”) and that certain Mortgage Supplement No. 1 dated June 23, 2014 (as amended by that certain Amendment No. 1 to Mortgage Supplement No. 1 dated July 3, 2014, the “**Mortgage Supplement**”) with the Collateral Agent, pursuant to which it has granted in favor of the Collateral Agent a first priority security interest in Amtrak’s right, title and interest, now existing or hereafter arising, in and to the locomotives described on Schedule 1 to the Mortgage Supplement and related property, income and proceeds (the “**Units**”), and replacements and substitutions therefor, as security for the Loans;

WHEREAS, in connection with the Credit Agreement, the Administrator, Amtrak and the Collateral Agent entered into a Termination and Release of Lien dated as of June 23, 2014 pursuant to which the Administrator agreed to release the Units from the lien of the FRA Security Agreement;

WHEREAS, a Casualty Occurrence has occurred with respect to the Unit bearing road number 102 (the “**Casualty Unit**”);

WHEREAS, Amtrak has elected to proceed in accordance with Section 3.02(b) of the Mortgage, pursuant to which it shall replace the Casualty Unit with the General Electric Model P42-DC Diesel Locomotive bearing road number 78 (the “**Replacement Unit**”); and

WHEREAS, Section 3.02(b) of the Mortgage requires that the Replacement Unit become subject to the Mortgage, 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 Unit is 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 Unit, and (c) this Agreement constitutes the legal and valid obligation and contract of the Administrator and the Secretary, enforceable in accordance with its terms, and effectively terminates and releases all of its right, title and interest in and to the Replacement Unit.

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 the Collateral Agent 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.

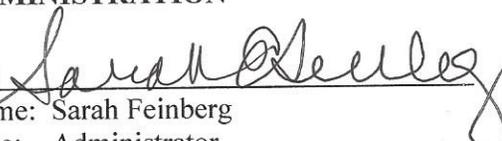
5. Amtrak hereby consents and agrees to the terms of the foregoing.

6. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE FEDERAL LAW OF THE UNITED STATES. TO THE EXTENT THAT FEDERAL LAW DOES NOT SPECIFY THE APPROPRIATE RULE OF DECISION FOR A PARTICULAR MATTER AT ISSUE, IT IS THE INTENTION AND AGREEMENT OF THE PARTIES HERETO THAT THE SUBSTANTIVE LAW OF THE DISTRICT OF COLUMBIA SHALL BE ADOPTED AS THE GOVERNING FEDERAL RULE OF DECISION.

8. 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
ADMINISTRATION**

By: 
Name: Sarah Feinberg
Title: Administrator

**NATIONAL RAILROAD PASSENGER
CORPORATION**

By: _____
Name:
Title:

PNC EQUIPMENT FINANCE, LLC, not
in its individual capacity, but solely as
Collateral Agent

By: _____
Name:
Title:

DISTRICT OF)
) ss.
COLUMBIA)

On this 29th day of January 2016 before me personally appeared SARAH FEINBERG, to me personally known, who, being by me duly sworn, says that he/she is the ADMINISTRATOR of the **FEDERAL RAILROAD ADMINISTRATION**, who acknowledged himself/herself to be a duly authorized officer of the **FEDERAL RAILROAD ADMINISTRATION**, and that, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Corien A. Russell
Notary Public

My Commission Expires: 9/14/2020

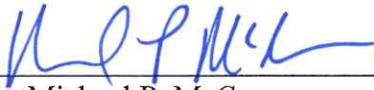


IN WITNESS WHEREOF, the undersigned duly authorized officers of the parties hereto have executed this Agreement.

**FEDERAL RAILROAD
ADMINISTRATION**

By: _____
Name: Sarah Feinberg
Title: Administrator

**NATIONAL RAILROAD PASSENGER
CORPORATION**

By:  _____
Name: Michael P. McGee
Title: Senior Vice President and Treasurer

PNC EQUIPMENT FINANCE, LLC, not
in its individual capacity, but solely as
Collateral Agent

By: _____
Name:
Title:

DISTRICT OF)
COLUMBIA) ss.

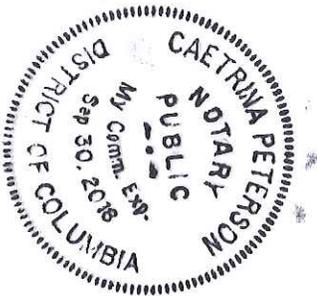
On this 28 day of January 2016 before me personally appeared Michael P. McGee, to me personally known, who, being by me duly sworn, says that he/she is the Senior Vice President and Treasurer of **NATIONAL RAILROAD PASSENGER CORPORATION**, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

**My Commission Expires
September 30, 2018**

My Commission Expires: _____



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

**FEDERAL RAILROAD
ADMINISTRATION**

By: _____
Name: Sarah Feinberg
Title: Administrator

**NATIONAL RAILROAD PASSENGER
CORPORATION**

By: _____
Name:
Title:

PNC EQUIPMENT FINANCE, LLC, not
in its individual capacity, but solely as
Collateral Agent

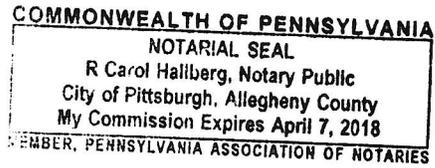
By:  _____
Name: Cheree F. Kurela
Title: Vice President

STATE OF PA)
)
COUNTY OF Allegheny) ss.

On this 21st day of January, 2016 before me personally appeared Chereq F. Kurela
to me personally known, who, being by me duly sworn, says that he/she is the Vice President
of **PNC EQUIPMENT FINANCE, LLC**, who acknowledged himself to be a duly authorized
officer of **PNC EQUIPMENT FINANCE, LLC**, and that, as such officer, being authorized to
do so, he executed the foregoing instrument for the purposes therein contained.

R. Carol Hallberg
Notary Public

My Commission Expires: _____



CERTIFICATION

I, Claire E. Murphy, an attorney licensed to practice in the State of New York and the State of New Jersey, 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: February 1, 2016



Claire E. Murphy