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December 6, 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 December 6, 2016, 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 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

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

68 locomotives RELEASED: AMTK 600 – AMTK 670 (excluding AMTK 666, AMTK 601, and AMTK 627).

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

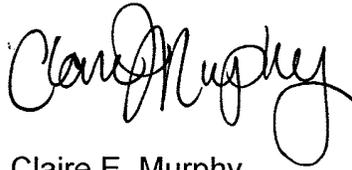
Termination and Release of Lien.

Section Chief  
December 6, 2016  
Page 2

Also enclosed is a check in the amount of \$45.00 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 "y" at the end.

Claire E. Murphy

CEM  
Enclosures

## TERMINATION AND RELEASE OF LIEN

This **TERMINATION AND RELEASE OF LIEN** dated as of December 6, 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**") and National Railroad Passenger Corporation ("**Amtrak**").

**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 Note Purchase Agreement dated December 6, 2016 (the "**Note Purchase Agreement**") among Amtrak and the Purchasers named therein (the "**Purchasers**"), the Purchasers have agreed to purchase those certain Senior Secured Notes of Amtrak in an aggregate principal amount of \$365,000,000 (the "**Notes**");

**WHEREAS**, in connection with the Note Purchase Agreement, Amtrak is entering into that certain Mortgage and Security Agreement dated as of December 6, 2016 (the "**Mortgage**") with Wilmington Trust Company, not in its individual capacity, but solely as collateral agent on behalf of the Purchasers (the "**Collateral Agent**"), pursuant to which it will grant 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 hereto and related property, income and proceeds (the "**Units**"), and replacements and substitutions therefor, as security for the payment of the principal of and interest on the Notes and any other amounts due under the Note Purchase Agreement; and

**WHEREAS**, the obligations of the Purchasers to purchase the Notes from Amtrak is conditioned upon, among other things, the Units becoming 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 Units under the FRA Security Agreement 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 under the FRA Security Agreement in and to the Units, 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 under the FRA Security Agreement in and to the Units.

3. At such time as all of its obligations under the Note Purchase Agreement have been paid in full, Amtrak will use commercially reasonable efforts to secure a release from the Collateral Agent of the lien of the Mortgage over the Units in accordance with the Mortgage, and will execute such agreements and other documents as are necessary in order to pledge and/or reaffirm its pledge of the Units under the FRA Security Agreement in favor of the Administrator, including such agreements and other documents as the Administrator may reasonably request for such purpose. Promptly after execution of such agreements and documents, Amtrak will, at its own expense, cause such documents and /or appropriate memoranda thereof to be recorded with the Surface Transportation Board in accordance with applicable law and in any jurisdiction where such recordation is necessary to preserve and maintain the perfection and priority of the Administrator's lien over the Units.

4. Amtrak 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 is now subject, and (b) this Agreement constitutes the legal and valid obligation and contract of Amtrak, enforceable in accordance with its terms.

5. 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.

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

7. 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**

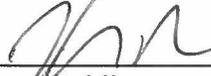
By:  \_\_\_\_\_  
Name: Sarah Feinberg  
Title: Administrator

**NATIONAL RAILROAD PASSENGER  
CORPORATION**

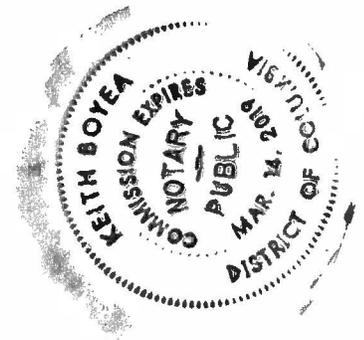
By: \_\_\_\_\_  
Name:  
Title:

DISTRICT OF )  
 ) ss.  
COLUMBIA )

On this 1st day of December, 2016 before me personally appeared Amitaba Bose, to me personally known, who, being by me duly sworn, says that he is the Deputy Administrator of the **FEDERAL RAILROAD ADMINISTRATION**, who acknowledged himself to be a duly authorized officer of the **FEDERAL RAILROAD ADMINISTRATION**, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 14 MARCH 2019



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

**FEDERAL RAILROAD  
ADMINISTRATION**

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

**NATIONAL RAILROAD PASSENGER  
CORPORATION**

By:  \_\_\_\_\_  
Name: Michael P. McGuire  
Title: SVP / Treasurer

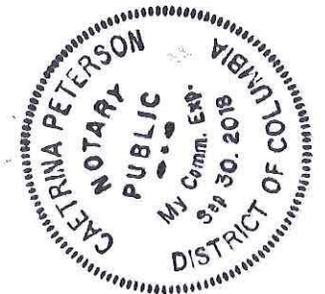
DISTRICT OF )  
COLUMBIA )

ss.)

On this 2<sup>nd</sup> day of December, 2016 before me personally appeared Michael McGee to me personally known, who, being by me duly sworn, says that he/she is the SVP + 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.

Catrina Peterson  
Notary Public

My Commission Expires: September 30, 2018



**SCHEDULE 1**  
**TO**  
**TERMINATION AND RELEASE OF LIEN**

**DESCRIPTION OF UNITS**

Sixty-eight (68) Siemens Industry Inc. Model ACS-64 Electric Locomotives:

<u>MANUFACTURER'S SERIAL NUMBER(S)</u>	<u>AMTRAK EQUIPMENT NUMBER(S)</u>
21814	AMTK 600
21815	AMTK 602
21816	AMTK 603
21817	AMTK 604
21818	AMTK 605
21819	AMTK 606
21820	AMTK 607
21821	AMTK 608
21822	AMTK 609
AMT001	AMTK 610
AMT002	AMTK 611
AMT003	AMTK 612
AMT004	AMTK 613
AMT005	AMTK 614
AMT006	AMTK 615
AMT007	AMTK 616
AMT008	AMTK 617
AMT009	AMTK 618
AMT010	AMTK 619
AMT011	AMTK 620
AMT012	AMTK 621
AMT013	AMTK 622
AMT014	AMTK 623
AMT015	AMTK 624
AMT016	AMTK 625
AMT017	AMTK 626
AMT019	AMTK 628
AMT021	AMTK 629
AMT020	AMTK 630
AMT022	AMTK 631
AMT023	AMTK 632
AMT025	AMTK 633
AMT024	AMTK 634
AMT029	AMTK 635

AMT031	AMTK 636
AMT032	AMTK 637
AMT034	AMTK 638
AMT035	AMTK 639
AMT038	AMTK 640
AMT037	AMTK 641
AMT040	AMTK 642
AMT041	AMTK 643
AMT042	AMTK 644
AMT039	AMTK 645
AMT043	AMTK 646
AMT044	AMTK 647
AMT045	AMTK 648
AMT030	AMTK 649
AMT046	AMTK 650
AMT047	AMTK 651
AMT051	AMTK 654
AMT050	AMTK 653
AMT049	AMTK 652
AMT052	AMTK 655
AMT048	AMTK 656
AMT055	AMTK 657
AMT056	AMTK 658
AMT028	AMTK 659
AMT058	AMTK 660
AMT036	AMTK 661
AMT053	AMTK 662
AMT054	AMTK 663
AMT059	AMTK 665
AMT027	AMTK 664
AMT026	AMTK 667
AMT060	AMTK 668
AMT033	AMTK 669
AMT057	AMTK 670

**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: December 6, 2016

  
\_\_\_\_\_  
Claire E. Murphy