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INTERSTATE COMMERCE COMMISSION

LICENSING BRANCH

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RECEIVED
OFFICE OF THE
SECRETARY

September 24, 1993

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two copies of a Termination and Release, dated as of September 1, 1993, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Interim User Agreement, dated as of July 16, 1993, which was duly filed with the Commission on April 29, 1993 under Recordation Number 18348.

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

General Electric Company
2901 East Lake Road
Erie, Pennsylvania 16531

A description of the railroad equipment covered by the enclosed document is attached to the Termination and Release as Annex A.

Also enclosed is a check in the amount of \$16.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

E.M. Linn
C. O'Connell

Mr. Sidney L. Strickland, Jr.
September 24, 1993
Page 2

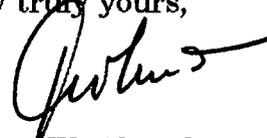
Kindly return one stamped copy of the enclosed document to the undersigned.

A short summary of the enclosed secondary document to appear in the Commission's Index is:

Partial

~~Full~~ Termination and Release of Interim User Agreement

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures

18348-A

SEP 24 1993 -9 30 AM

TERMINATION AND RELEASE

INTERSTATE COMMERCE COMMISSION

TERMINATION AND RELEASE dated September 24, 1993 (the "*Termination and Release*") by GENERAL ELECTRIC COMPANY, a New York corporation (the "*Manufacturer*").

W I T N E S S E T H :

WHEREAS, the Manufacturer has entered into an Interim User Agreement dated as of April 20, 1993 ("*Interim User Agreement No. 1*"), with National Railroad Passenger Corporation, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia ("*Amtrak*"), which Agreement has been filed and recorded on April 29, 1993 at 3:05 p.m. with the Interstate Commerce Commission and has been assigned recordation No. 18218;

WHEREAS, the Manufacturer has entered into an Interim User Agreement dated as of July 16, 1993 ("*Interim User Agreement No. 2*"), with Amtrak, which Agreement has been filed and recorded on July 28, 1993 at 10:00 a.m. with the Interstate Commerce Commission and has been assigned recordation No. 18348;

WHEREAS, the Manufacturer has entered into an Interim User Agreement dated as of September 10, 1993 ("*Interim User Agreement No. 3*"), with Amtrak, which Agreement has been filed and recorded on September 16, 1993 at 12:50 p.m. with the Interstate Commerce Commission and has been assigned recordation No. 18397;

WHEREAS, pursuant to Interim User Agreement No. 1, Interim User Agreement No. 2, and Interim User Agreement No. 3 (collectively the "*Interim User Agreements*"), the Manufacturer has delivered to Amtrak the GE Dash 8-40 BPH locomotives which are more specifically described by road number in Annex A attached hereto (collectively, the "*Interim Locomotives*");

WHEREAS, pursuant to the Interim User Agreements, the Manufacturer retained title to the Interim Locomotives for purposes of securing, among other things, payment in full of the purchase price of the Interim Locomotives;

WHEREAS, on the date hereof, Wilmington Trust Company, a Delaware banking corporation, as Owner Trustee under that certain Trust Agreement (Amtrak Trust 93-A) and under that certain Trust Agreement (Amtrak Trust 93-B), each dated as of September 1, 1993 ("*Owner Trustee*"), has made arrangements satisfactory to the Manufacturer for the purchase and payment in full of the purchase price by Owner Trustee for certain of the Interim Locomotives which are more specifically described by road number in Annex B attached hereto (the "*Released Interim Locomotives*"); and

WHEREAS, on the date hereof the Manufacturer has delivered to the Owner Trustee against receipt of such purchase price a Bill of Sale (Amtrak Trust 93-A) and a Bill of Sale (Amtrak Trust 93-B) with respect to the Released Interim Locomotives;

NOW, THEREFORE, the Manufacturer agrees as follows:

Section 1. Definitions. All terms used and not otherwise defined herein shall have the respective meanings provided in the Interim User Agreements.

Section 2. Termination and Release of the Released Interim Locomotives. All right, title and interest of the Manufacturer in and to the Released Interim Locomotives is hereby released.

Section 3. Survival of Interim User Agreements. Each Interim Locomotive, which is not released herein by the Manufacturer as a Released Interim Locomotive, remains subject to the terms and conditions of the Interim User Agreements.

Section 4. Further Assurances. The Manufacturer hereby agrees to execute and deliver to the Owner Trustee, at the Owner Trustee's cost and expense, such additional instruments, notices, releases or certificates as the Owner Trustee may reasonably request to effectuate the foregoing provisions of this Partial Termination and Release.

IN WITNESS WHEREOF, the Manufacturer has caused this Termination and Release to be duly executed by its duly authorized representative as of the day and year first above written.

GENERAL ELECTRIC COMPANY

By: Frank E. Martell

Name: Frank E. Martell
Title: Manager-Locomotive Finance

COMMONWEALTH OF PENNSYLVANIA)
) ss
COUNTY OF ERIE)

On this, the 20th day of September, 1993, before me personally appeared Frank E. Martell, to me personally known, who, being by me duly sworn, says that he is Manager-Locomotive Finance of General Electric company, and that the foregoing instrument was the free act and deed of said corporation.

Carol A. Wallen

Notary Public

My Commission Expires:

Notarial Seal
Carol A. Wallen, Notary Public
Lawrence Park Twp., Erie County
My Commission Expires Dec. 12, 1994

[SEAL]

Annex A to Partial
Termination and Release

INTERIM LOCOMOTIVES

<u>Description</u>	<u>Road Numbers</u>
GE (AMD) Dash 8-40 BPH Locomotives	800
GE (AMD) Dash 8-40 BPH Locomotives	801
GE (AMD) Dash 8-40 BPH Locomotives	802
GE (AMD) Dash 8-40 BPH Locomotives	803
GE (AMD) Dash 8-40 BPH Locomotives	804
GE (AMD) Dash 8-40 BPH Locomotives	805
GE (AMD) Dash 8-40 BPH Locomotives	806
GE (AMD) Dash 8-40 BPH Locomotives	807
GE (AMD) Dash 8-40 BPH Locomotives	808
GE (AMD) Dash 8-40 BPH Locomotives	809
GE (AMD) Dash 8-40 BPH Locomotives	810
GE (AMD) Dash 8-40 BPH Locomotives	811
GE (AMD) Dash 8-40 BPH Locomotives	812
GE (AMD) Dash 8-40 BPH Locomotives	813
GE (AMD) Dash 8-40 BPH Locomotives	814
GE (AMD) Dash 8-40 BPH Locomotives	815
GE (AMD) Dash 8-40 BPH Locomotives	816
GE (AMD) Dash 8-40 BPH Locomotives	817
GE (AMD) Dash 8-40 BPH Locomotives	818
GE (AMD) Dash 8-40 BPH Locomotives	819
GE (AMD) Dash 8-40 BPH Locomotives	820
GE (AMD) Dash 8-40 BPH Locomotives	821
GE (AMD) Dash 8-40 BPH Locomotives	822
GE (AMD) Dash 8-40 BPH Locomotives	823
GE (AMD) Dash 8-40 BPH Locomotives	824
GE (AMD) Dash 8-40 BPH Locomotives	825

Annex B to Partial
Termination and Release

RELEASED INTERIM LOCOMOTIVES

<u>Description</u>	<u>Road Numbers</u>
GE (AMD) Dash 8-40 BPH Locomotives	800
GE (AMD) Dash 8-40 BPH Locomotives	801
GE (AMD) Dash 8-40 BPH Locomotives	802
GE (AMD) Dash 8-40 BPH Locomotives	803
GE (AMD) Dash 8-40 BPH Locomotives	804
GE (AMD) Dash 8-40 BPH Locomotives	805
GE (AMD) Dash 8-40 BPH Locomotives	806
GE (AMD) Dash 8-40 BPH Locomotives	807
GE (AMD) Dash 8-40 BPH Locomotives	808
GE (AMD) Dash 8-40 BPH Locomotives	809
GE (AMD) Dash 8-40 BPH Locomotives	810
GE (AMD) Dash 8-40 BPH Locomotives	811
GE (AMD) Dash 8-40 BPH Locomotives	812
GE (AMD) Dash 8-40 BPH Locomotives	813
GE (AMD) Dash 8-40 BPH Locomotives	814
GE (AMD) Dash 8-40 BPH Locomotives	815
GE (AMD) Dash 8-40 BPH Locomotives	816
GE (AMD) Dash 8-40 BPH Locomotives	817
GE (AMD) Dash 8-40 BPH Locomotives	818
GE (AMD) Dash 8-40 BPH Locomotives	820
GE (AMD) Dash 8-40 BPH Locomotives	821
GE (AMD) Dash 8-40 BPH Locomotives	822
GE (AMD) Dash 8-40 BPH Locomotives	823
GE (AMD) Dash 8-40 BPH Locomotives	824