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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

August 22, 2012

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 97-A), dated August 22, 2012, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the document previously filed with the Commission under Recordation Number 6690-MMMM.

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

- |                    |   |
|--------------------|---|
| Grantor:           | National Railroad Passenger Corporation<br>10 G Street, NE<br>Washington, DC 20002          |
| Secured Party:     | Federal Railroad Administration<br>400 Seventh Street SW<br>Washington, DC 20590            |
| Owner Trustee:     | Wilmington Trust<br>Rodney Square North<br>1100 North Market Street<br>Wilmington, DE 19890 |
| Indenture Trustee: | Manufacturers and Traders Trust Company<br>25 South Charles Street<br>Baltimore, MD 21201   |

Chief, Section of Administration  
August 22, 2012  
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A description of the railroad equipment covered by the enclosed document is:

The lien is TERMINATED for 5 GE Model P42-DC locomotives AMTK 104 – AMTK 108; AND 5 GE Model P42-DC locomotives AMTK, 49, 54, 65, 70 and 71 have been ADDED.

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

Termination and Release of Lien (Amtrak Trust 97-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/sem  
Enclosures

TERMINATION AND RELEASE OF LIEN  
(AMTRAK TRUST 97-A)

**THIS TERMINATION AND RELEASE OF LIEN (AMTRAK TRUST 97-A)** dated as of August 22, 2012 (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 Wilmington Trust Company, not in its individual capacity but solely as Owner Trustee (the "**Lessor**"), and Manufacturers and Traders Trust Company, 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**, Amtrak, as lessee, and Lessor, as lessor, entered into that certain Lease of Railroad Equipment (Amtrak Trust 97-A) dated as of March 15, 1997, and that certain Lease Supplement No. 1 (Amtrak Trust 97-A), dated March 27, 1997, a memorandum of which documents was recorded with the Surface Transportation Board under Recordation No. 20602 on March 27, 1997 at 1:41 p.m. and deposited in the office of the Registrar General of Canada pursuant to § 105 of the Canada Transportation Act on March 27, 1997 at 1:45 p.m. pursuant to which Lessor leased certain locomotives (the "**Units**") described therein to Lessee.

**WHEREAS**, Amtrak desires to replace the Units described in Schedule 1 attached hereto (the "**Replaced Units**") with the locomotives described in Schedule 2 attached hereto (each a "**Replacement Unit**" and, collectively, 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 Unit 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 each 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 each Replacement Unit, and (c) this Agreement constitutes the legal and valid

[Termination and Release of Lien (Amtrak Trust 97-A)]

obligation and contract of the Administrator and the Secretary, and effectively terminates and releases all of its right, title and interest in and to each 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 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.

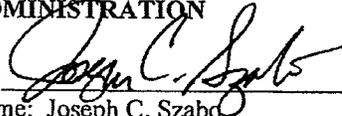
7. Capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Agreement have the respective meanings specified therefor in Annex A to the Participation Agreement.

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.

[Termination and Release of Lien (Amtrak Trust 97-A)]

**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



[Termination and Release of Lien (Amtrak Trust 97-A)]

**NATIONAL RAILROAD PASSENGER  
CORPORATION**

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







[Termination and Release of Lien (Amtrak Trust 97-A)]

**MANUFACTURERS AND TRADERS  
TRUST COMPANY, as Indenture Trustee**

By: Artis Cummings  
Name:  
Title: **ARTIS CUMMINGS  
BANKING OFFICER**

[Termination and Release of Lien (Amtrak Trust 97-A)]

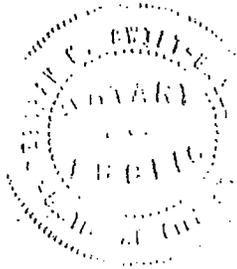
STATE OF MARYLAND )  
 ) SS.:  
CITY OF BALTIMORE )

On this \_\_\_ day of August, 2012 before me personally appeared Artis Cummings, to me personally known, who, by me being duly sworn, says that he/she is a Banking Officer of **MANUFACTURERS AND TRADERS TRUST COMPANY**, that the foregoing instrument was signed on behalf of said company 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 company.

Debra Saylor-Sant  
Notary Public

My commission expires:

April 4, 2014



[Termination and Release of Lien (Amtrak Trust 97-A)]

SCHEDULE 1  
TO TERMINATION AND RELEASE OF LIEN

DESCRIPTION OF REPLACED UNITS

<b>Description</b>	<b>Amtrak Equipment Numbers</b>
Five (5) General Electric Model P42-DC Single Mode Diesel Locomotives	49, 54, 65, 70 and 71

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SCHEDULE 2  
TO TERMINATION AND RELEASE OF LIEN

DESCRIPTION OF REPLACEMENT UNITS

<b>Description</b>	<b>Amtrak Equipment Numbers</b>
Five (5) General Electric Model P42-DC Single Mode Diesel Locomotives	104, 105, 106, 107 and 108

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: 8-22-12

Edward M Luria

Edward M. Luria