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SURFACE TRANSPORTATION BOARD

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OF COUNSEL
URBAN A. LESTER

September 21, 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 93-A), dated August 7, 2001, 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 Commission 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 Rodney Square North 1100 North Market Street Wilmington, DE 19890

Chief, Section of Administration
September 21, 2012
Page 2

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

AMTK 829 has been replaced by GE P42 locomotive AMTK 121.

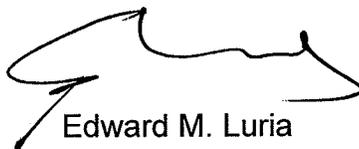
A short summary of the document to appear in the index is:

Termination and Release of Lien (Amtrak Trust 93-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 93-A)**

THIS TERMINATION AND RELEASE OF LIEN (AMTRAK TRUST 93-A) dated as of August 7, 2001 (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*") and Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity but solely as trustee (the "*Owner 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, including rolling stock acquired after the date of the FRA Security Agreement, subject to the terms and provisions of the FRA Security Agreement;

WHEREAS, pursuant to that certain Participation Agreement (AMTRAK TRUST 93-A) dated as of September 1, 1993, among Amtrak, the Owner Participant named therein, NC Cash Management, Inc., VNI Holdings, Inc. and Reich & Tang Group, as Loan Participants, Chase Manhattan Trust Company, National Association (formerly PNC Bank, National Association), not in its individual capacity but solely as Indenture Trustee, and Wilmington Trust Company, a Delaware banking corporation not in its individual capacity but solely as owner trustee ("*Owner Trustee*") as amended, supplemented or otherwise modified from time to time (the "*Participation Agreement*"), Amtrak has sold, transferred and assigned all of its right, title and interest in and to certain units of rolling stock (the "*Equipment*") to Owner Trustee and leased such Equipment back from Owner Trustee pursuant to that certain Lease of Railroad Equipment (AMTRAK TRUST 93-A) dated as of September 1, 1993, between Amtrak and Owner Trustee;

WHEREAS, one Unit of Equipment bearing Amtrak Equipment Number 829 has suffered a Casualty Occurrence, and, pursuant to Section 7.2 of the Lease, Amtrak has elected to replace such Unit with a replacement Unit bearing the Amtrak Equipment Number as described in Schedule 1 attached hereto (the "*Replacement Equipment*");

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 Equipment is hereby terminated and released.

2. The Administrator represents and warrants 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, the Secretary or the United States Government is now subject, (b) this Agreement constitutes the legal, valid and binding

obligation and contract of the Administrator and the Secretary, enforceable against the Administrator and the Secretary in accordance with its terms, and (c) he/she has full authority to terminate and release all of its right, title and interest in and to the Replacement Equipment.

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 Owner 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. Owner Trustee represents and warrants that the entering into and the performance of the terms of this Agreement are within its corporate powers and have been duly authorized by all necessary corporate actions, and are not in violation of any law, statute, regulation or decree.

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.

[signature pages follow on next page]

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: 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:

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

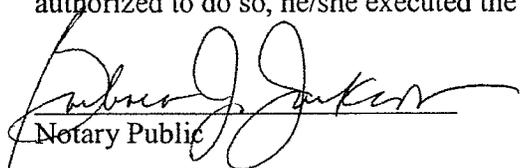
By: _____
Name:
Title:

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

By: Sandra R. Ortiz
Name: SANDRA R. ORTIZ
Title: Financial Services Officer

DISTRICT OF)
) ss
COLUMBIA)

On this 17th day of August, 2001, before me personally appeared Allan Rutter 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, he/she executed the foregoing instrument for the purposes therein contained.


Notary Public

My Commission Expires: 11/14/04

DISTRICT OF)
) ss
COLUMBIA)

On this 27 day of July, 2001, before me personally appeared Dale M. Stein, to me personally known, who being by me duly sworn, says that he/she is the Treasurer of NATIONAL RAILROAD PASSENGER CORPORATION, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

Carla A. Jones
Notary Public, District of Columbia
My Commission Expires 04-30-2006

STATE OF DELAWARE)
) ss
COUNTY OF NEW CASTLE)

On this 27th day of July, 2001, before me personally appeared Sandra, to me personally known, who being by me duly sworn, says that he/she is the Financial Services Officer of WILMINGTON TRUST COMPANY, that said instrument was signed on behalf of said Delaware banking corporation by authority of Wilmington Trust Company's Board of Directors, and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of said Wilmington Trust Company.

Karen Newson
Notary Public

My Commission Expires: July 28, 2005

KAREN STANETTE NEWSON
NOTARY PUBLIC-DELAWARE
My Commission Expires June 28, 2005

SCHEDULE 1 TO TERMINATION
AND RELEASE OF LIEN

SCHEDULE 1

(AMTRAK TRUST 93-A)

DESCRIPTION OF UNITS-LOCOMOTIVE

<u>Equipment Type</u>	<u>Amtrak Equipment Numbers</u>
One (1) General Electric P42 Locomotive	121

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: 9/21/12

Edward M Luria
Edward M. Luria