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

May 17, 2013

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 96-A), dated as of May 17, 2013, 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 Company as Owner Trustee Rodney Square North 1100 North Market Street Wilmington, DE 19890

Chief, Section of Administration
May 17, 2013
Page 2

Indenture Trustee: Manufacturers and Traders Trust Company
25 South Charles Street
Baltimore, MD 21201

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

AMTK 80 has been replaced by AMTK 71.

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

Termination and Release of Lien (Amtrak Trust 96-A).

Also enclosed is a check in the amount of \$42.00 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 96-A)

THIS TERMINATION AND RELEASE OF LIEN (AMTRAK TRUST 96-A) dated as of May 17, 2013 (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**”), 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 (i) Lease of Railroad Equipment (Amtrak Trust 96-A) dated as of September 15, 1996, and that certain Lease Supplement No. 1 (Amtrak Trust 96-A), dated September 30, 1996, a memorandum of which documents was recorded with the Surface Transportation Board under Recordation No. 20286 on September 30, 1996 at 1:55 p.m. and deposited in the office of the Registrar General of Canada pursuant to §105 of the Canada Transportation Act on September 30, 1996 at 3:49 p.m., (ii) Lease Supplement No. 2 (Amtrak Trust 96-A) dated December 23, 1996, a memorandum of which was recorded with the Surface Transportation Board under Recordation No. 20286-B on December 23, 1996 at 3:20 p.m. and deposited in the office of the Registrar General of Canada pursuant to § 105 of the Canada Transportation Act on December 23, 1996 at 3:30 p.m., (iii) Lease Supplement No. 3 (Amtrak Trust 96-A) dated March 27, 1997, a memorandum of which was recorded with the Surface Transportation Board under Recordation No. 20286-D on March 27, 1997 at 1:42 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 1:47 p.m., (iv) Lease Supplement No. 4 (Amtrak Trust 96-A) dated June 26, 1997, a memorandum of which was recorded with the Surface Transportation Board under Recordation No. 20286-F on June 26, 1997 at 1:25 p.m. and deposited in the office of the Registrar General of Canada pursuant to § 105 of the Canada Transportation Act on June 26, 1997 at 1:43 p.m.; (v) Lease Supplement No. 5 (Amtrak Trust 96-A) dated August 18, 2011, a memorandum of which was recorded with the Surface Transportation Board under Recordation No. 20286-H on August 18, 2011 at 11:15 a.m. and deposited in the office of the Registrar General of Canada pursuant to § 105 of the Canada Transportation Act on August 18, 2011 at 4:04 p.m.; (vi) that certain Memorandum of Partial Lease and Indenture Termination dated as of September 30, 2011, which was recorded with the Surface Transportation Board on October 4, 2011 at 11:00 a.m. and assigned Recordation No. 20286-J and deposited in the office of the Registrar General of Canada pursuant to § 105 of the Canada Transportation Act on October 4, 2011 at 3:31 p.m.; (vii) that certain Memorandum of Partial Lease and Indenture Termination dated as of July 2, 2012, which was recorded with the Surface Transportation Board on July 3, 2012 at 12:20 p.m. and assigned Recordation No. 20286-K and deposited in the office of the Registrar General of Canada

pursuant to § 105 of the Canada Transportation Act on July 3, 2012 at 1:43 p.m.; and (viii) that certain Memorandum of Partial Lease and Indenture Termination dated as of October 1, 2012, which was recorded with the Surface Transportation Board on October 2, 2012 at 2:55 p.m. and assigned Recordation No. 20286-L and deposited in the office of the Registrar General of Canada pursuant to § 105 of the Canada Transportation Act on October 2, 2012 at 3:36 p.m., pursuant to which Lessor leased certain locomotives (the “**Units**”) described therein to Lessee.

WHEREAS, Amtrak desires to replace the Unit described in Schedule I attached hereto (the “**Replaced Unit**”) with the locomotive described in Schedule 2 attached hereto (the “**Replacement Unit**”).

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 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, 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 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.

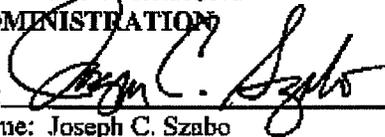
7. Capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Agreement have the respective meanings specified therefor in Annex A to the Participation Agreement.

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 96-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

**NATIONAL RAILROAD PASSENGER
CORPORATION**

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

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

By: _____
Name:
Title:

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

By: _____
Name: Artis Cummings
Title: Banking Officer

[Termination and Release of Lien (Amtrak Trust 96-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

**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:

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

By: _____
Name: Artis Cummings
Title: Banking Officer

[Termination and Release of Lien (Amtrak Trust 96-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

**NATIONAL RAILROAD PASSENGER
CORPORATION**

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

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

By: 
Name: Patricia A. Bradenburg
Title: Financial Services Officer

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

By: _____
Name: Artis Cummings
Title: Banking Officer

[Termination and Release of Lien (Amtrak Trust 96-A)]

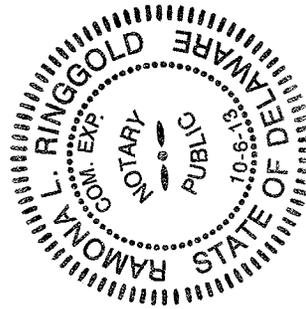
STATE OF DELAWARE)
)
COUNTY OF NEW CASTLE) ss.

On this 3rd day of May, 2013 before me personally appeared Patricia A. Bradenburn to me personally known, who, being by me duly sworn, says that he/she is the Financial Services Officer of **WILMINGTON TRUST COMPANY**, that the foregoing instrument was signed on behalf of said Delaware trust 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 trust company.

Ramona L. Ringgold
Notary Public

My Commission Expires: _____

RAMONA L. RINGGOLD
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires 10-06-2013



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

**NATIONAL RAILROAD PASSENGER
CORPORATION**

By: _____

Name: Dale M. Stein

Title: Treasurer

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

By: _____

Name:

Title:

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

By: Artis Cummings

Name: Artis Cummings

Title: Banking Officer

[Termination and Release of Lien (Amtrak Trust 96-A)]

STATE OF MARYLAND)
)
CITY OF BALTIMORE) ss.

On this 3rd day of my, 2013 before me personally appeared Artis Cummings, to me personally known, who, being by me 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.

Derek R. Supt - said
Notary Public

My Commission Expires: 4/4/2014

SCHEDULE 1
TO TERMINATION AND RELEASE OF LIEN

DESCRIPTION OF REPLACED UNIT

Description	Amtrak Equipment Number
One (1) General Electric Model P42-DC Single Mode Diesel Locomotive	80

SCHEDULE 2
TO TERMINATION AND RELEASE OF LIEN

DESCRIPTION OF REPLACEMENT UNIT

Description	Amtrak Equipment Number
One (1) General Electric Model P42-DC Single Mode Diesel Locomotive	71

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: 5/17/13

Edward M Luria
Edward M. Luria