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FILE NO: 27290.000007

July 16, 2009

Via Electronic Mail

Jason A. Foster, Esq.
Senior Investigative Counsel
Committee on Finance
United States Senate
219 Dirksen Building
Washington, DC 20510

Re: Amtrak's Office of Inspector General

Dear Jason:

In response to Senator Grassley's June 25, 2009 letter and your request in connection with investigation of the above-captioned matter, attached is a copy of Fred Weiderhold's separation agreement with Amtrak. Confirming our discussions, we have requested that you hold this document in confidence as a matter of privacy respecting the terms and conditions of a former employee's retirement. The parties have agreed to a limited waiver of the confidentiality provision for purposes of responding to requests for information by the U.S. Congress, and this is submitted pursuant to that amendment. We understand that you will take steps to hold the attached document as confidential unless a more formal process is pursued to release pertinent information. We further understand that if such a course is to be pursued, you will notify us in advance.

Sincerely,


Mark B. Bierbower

Attachment

cc (w/attach.): Honorable Thomas C. Carper
Chairman
Amtrak
National Railroad Passenger Corporation

SEPARATION AGREEMENT AND GENERAL WAIVER AND RELEASE OF CLAIMS

This Separation Agreement and General Waiver and Release of Claims (the "**Agreement**") is entered into by and between National Railroad Passenger Corporation (the "**Company**") and Fred E. Weiderhold, Jr., an individual residing at 7105 Triad Way, Springfield, VA 22151 ("**Executive**").

RECITALS

A. The Executive has resigned as an employee and as the Inspector General of the Company and any and all of its subsidiaries, effective June 19, 2009, hereinafter the "**Termination Date**."

AGREEMENT

In consideration of the mutual covenants and obligations set forth below, the parties hereto agree as follows:

1. Benefits Executive Receives.

a. Executive shall receive his final paycheck for his work performed through his last day of employment with the Company (June 19, 2009), less standard withholding and deductions. This paycheck will contain a payment of \$28,220 for all accrued but unused vacation. Consistent with Company policy, carryover vacation amounts from prior years of service shall not be paid.

b. So long as Executive does not revoke this Agreement within seven days of execution, and subject to Section 1(f) below, he will receive a severance payment of \$244,573 paid out in equal installments over a twelve month period. The severance payments will begin on the first full month following the Termination Date and will continue each month for the 11 subsequent months (the "**Severance Period**").

c. So long as Executive does not revoke this Agreement within seven days of execution, he will receive an additional lump-sum payment of \$38,090.

d. Subject to Section 1(f) below, Executive shall receive reasonable outplacement assistance services from an outplacement agency selected by the Company for six months, beginning on the first full month following the Termination Date. Executive will receive vouchers for train travel in connection with Executive's search for new employment for up to six months.

e. Provided that Executive elects COBRA benefit continuation by completing his election forms and submitting them within the required timeframe, the Company shall pay Executive's COBRA premiums for 18 months from the effective date of his resignation or until he receives comparable benefits, as described in Section 1(f) below, whichever is earlier.

f. Executive acknowledges that he is obligated to notify the Company's Vice President of Human Resources immediately upon obtaining new employment and to provide confirmation of annual salary, benefits, and the start date of the new employment. If the Executive's new employment starts within the Severance Period, the Company will pay Executive the pro-rated difference between Executive's annual salary in the new employment and his Company annual salary for the remaining months of the Severance Period. If the annual salary in the Executive's new employment exceeds his Company annual salary, he will receive no additional severance payments. If Executive's new employment begins within the first six months of the Severance Period, all benefits under Section 1(c) above will cease. If Executive is eligible for comparable benefits in his new employment, Company paid COBRA benefits will cease as soon as Executive becomes eligible for such benefits under his new employment. The comparability of benefits will be determined by the Company in its sole discretion.

g. If the Company becomes aware that Executive is incompetent by reason of physical or mental disability, age or some other cause, it may cause all payments thereafter becoming due to Executive to be made in trust or to any other person with power of attorney or other authority to make decisions for the Executive's benefit, without responsibility to account for the application of amounts so paid, and such payments will completely discharge the obligations of the Company under this Agreement.

h. If the Company is unable to make payment to Executive because it cannot ascertain the whereabouts of Executive after reasonable efforts have been made to locate Executive (including a notice of payment so due sent certified mail to the last known address of Executive as shown on the records of the Company), such payment and all subsequent payments otherwise due to Executive will be forfeited 18 months after the date such payment first became due.

2. Release.

a. Executive for himself, his attorneys, heirs, executors, administrators, and assigns does hereby fully, finally, and forever release and discharge the Company, its subsidiaries, related companies, and its and their successors, assigns, officers, employees, directors, agents, and representatives (the "**Released Parties**"), of and from all claims, demands, actions, causes of actions, suits, damages, losses, expenses, attorneys' fees and controversies of any and every nature whatsoever arising at any time prior to the execution of this Agreement ("**Claims**"). The Company for itself and its agents and representatives does hereby fully, finally, and forever release and discharge the Executive and his heirs, executors, administrators, and assigns of and from all Claims. This release includes, but is not limited to, any claims for wages, bonuses, employment benefits, or damages of any kind whatsoever, arising out of any common law torts, any contracts, express or implied, any covenant of good faith and fair dealing, express or implied, any theory of wrongful discharge, any theory of negligence, any theory of retaliation, any theory of discrimination or harassment in any form, any legal restriction on the Company's

right to terminate employees, or any federal, state, or other governmental statute, executive order, or ordinance or any other legal limitation on or regulation of the employment relationship. Executive understands and agrees that the released Claims include, but are not limited to, any and all Claims against the Company or the Released Parties for any matter arising under the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans With Disabilities Act, the Employee Retirement Income Security Act, and any other federal, state, or local statute/ordinance/regulation or common law, including, but not limited to, the District of Columbia Human Rights Act, and Sections 503 and 504 of the Rehabilitation Act of 1973. This waiver and release shall not waive or release Claims where the events in dispute first arise after execution of this Agreement, or any Claims that cannot be released by law, and it shall not preclude either party from filing a lawsuit for the exclusive purpose of enforcing its rights under this Agreement.

b. The Released Parties agree not to bring any Claims against the Executive or his heirs, executors, administrators, and assigns, and the Executive agrees not to bring any Claims against the Released Parties, either individually or collectively. Executive further agrees not to assist in any litigation or investigation against the Company, except as may be required by law or requested by the Company. Nothing in this Section 2(b) shall interfere with Executive's right to file a charge with, or cooperate or participate in an investigation or proceeding conducted by, the Equal Employment Opportunity Commission ("**EEOC**") or other federal or state regulatory or law enforcement agency. However, the consideration provided to Executive in this Agreement shall be the sole relief provided for the Claims and Executive shall not be entitled to recover from, and Executive agrees to waive any monetary benefits or recovery against, the Released Parties in connection with any such charge or proceeding without regard to who has brought such charge or proceeding.

c. Executive agrees that if Executive breaches this Agreement and brings a Claim against any of the Released Parties or otherwise breaches this Agreement, Executive shall be liable for any and all expenses incurred by the person or entity who defends the action, including reasonable attorneys' fees; provided, however, that this Section 2(c) shall not apply to charges filed by Executive with the EEOC or other federal or state regulatory or law enforcement agency.

3. Additional Representations and Warranties of Executive. Executive hereby further agrees, represents, and warrants:

a. That, on or before the date that is seven days from the date of this Agreement, Executive has returned to the Company all Company property, including but not limited to any keys, computerized access cards, records, reports, proposals, lists, correspondence, laptops, computer disks, Company documents (except for a copy of Executive's performance reviews), and Executive does not have knowledge of any Company property having been misappropriated by Executive or any other party.

b. That Executive will reasonably cooperate, subject to reimbursement by the Company of reasonable out-of-pocket costs and expenses (including attorneys' fees if Executive reasonably believes that counsel is necessary in connection with such cooperation), and with due regard for Executive's other obligations if he has obtained new employment, with the Company and its counsel with respect to any matter (including any litigation, investigation, or

governmental proceeding) that relates to matters with which Executive was involved or acquired knowledge during his employment with the Company. Such cooperation includes appearing from time to time at meetings for conferences and interviews (to the extent reasonably requested by the Company) and in general providing the Company, its officers and its counsel with the full benefit of his knowledge with respect to any matter related to the Company. Executive agrees to render such cooperation in a timely fashion and at such times as reasonably requested by the Company, with due regard for Executive's other obligations if he has obtained new employment.

c. Not to disparage, publicly or privately, the Company, its employees, services, prospects or products. Except for statements approved in writing in advance by the Company and except as required by law, Executive agrees that he will make no internal or external statement regarding his resignation, whether orally or by electronic or hard copy written communication (including but not limited to email), without providing the Company an opportunity to review the communication in advance.

d. That Executive shall not, for his own benefit or the benefit of any person or entity other than the Company, use or disclose any of the trade secrets or other confidential information of the Company or its affiliates. The term "trade secrets or other confidential information" includes, by way of example and not by way of limitation, matters of a technical nature, "know-how," inventions, computer programs and/or software (including documentation of such programs and/or software) and research projects, and matters of a business nature, such as proprietary information about costs, profits, markets, sales, lists of customers, vendor lists, designs, plans, financial reserves, memoranda or letters between Executive and other Company personnel, including members of the Company's Board, and other information related to the Company's current or future business activities to the extent not available to the public, and all information to which Executive had access during his employment with the Company which belongs or relates to a third party and which would constitute "trade secrets or other confidential information" if it belonged or related to the Company. This obligation continues unless such information becomes a part of the public domain other than through a breach of this Agreement or is disclosed to Executive by a third party who is entitled to receive and disclose such information.

e. That Executive will provide to the Company's officers, directors and employees information in his possession and related to the appropriate transition of his work at the Company.

The parties hereto agree that any breach of Executive's obligations, representations or warranties under any provision of this Section 3 will cause irreparable damage to the Company and therefore, in addition to any other remedies at law or in equity or under this Agreement available to the Company for Executive's breach or threatened breach of this Agreement, the Company is entitled to specific performance or injunctive relief against Executive to prevent such damage or breach.

4. The Company agrees that it will not disparage, publicly or privately, Executive. For purposes of this Section 4, the term "disparage" means any statements made by the Company's executive officers or members of its Board, or any statements made officially by the

Company, as applicable, that adversely affect Executive's personal or professional reputation. Except as required by law, Company agrees that it will make no internal or external statement regarding Executive's resignation, whether orally or by electronic or hard copy written communication (including but not limited to email), without providing the Executive an opportunity to review the communication in advance.

5. Executive acknowledges and understands that he:
 - a. has carefully read and fully understands all of the provisions of this Agreement;
 - b. knowingly and voluntarily agrees to all of the terms set forth in this Agreement and to be bound by this Agreement;
 - c. is hereby advised in writing to consult with an attorney and tax advisor of his choice prior to executing this Agreement and has had the opportunity and sufficient time to seek such advice;
 - d. is not waiving any rights or claims that may arise after the date this Agreement is executed;
 - e. agrees that the separation payment provided in this Agreement is in addition to any consideration to which he may already be entitled; and
 - f. may take up to 21 days to consider whether he desires to execute this Agreement and that he has a period of seven days after executing this Agreement to revoke any waiver of his claims under the Age Discrimination in Employment Act. If Executive revokes this Agreement, this Agreement shall automatically become null and void and Executive shall not receive the benefits described in this Agreement.

Any notice of revocation of this Agreement shall not be effective unless given in writing and received by the Company via personal delivery, overnight courier or U.S. Mail, postage prepaid, to each of the following: National Railroad Passenger Corporation, 60 Massachusetts Avenue, N.E., Washington, DC 20002. Attention: Thomas C. Carper, Chair of the Board; with a copy to J. Steven Patterson, Hunton & Williams LLP, 1900 K Street, N.W., Washington, DC 20006.

6. This Agreement shall not be construed as an admission by the Company of any violation of law, wrongful act, unlawful discrimination, or breach of contract, and the Company specifically disclaims any liability to or discrimination against Executive or any other person on the part of the Released Parties.

7. Executive represents and warrants that, in connection with his decision to execute this Agreement, he has not relied on any representations, promises, or agreements of any kind except for those set forth in this Agreement.

8. This Agreement shall constitute the entire and exclusive agreement between the parties hereto with respect to the matters addressed herein and, unless otherwise specified herein, supersedes any prior agreements or understandings, express or implied, pertaining to the terms of Executive's employment with the Company and the employment relationship. This Agreement may not be modified except in writing signed by both parties.

9. Both Executive and the Company further agree that neither will make public or publicize in any manner the terms, nature or scope of this Agreement or the fact this Agreement exists, and that both Executive and the Company will keep such information strictly confidential, except as may be necessary to enforce this Agreement or as required by law.

10. The provisions of this Agreement shall be regarded as divisible and separate; if any of the provisions should be declared invalid or unenforceable by a court or arbitration body of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected thereby. This Agreement shall be construed and the legal relations of the parties hereto shall be determined in accordance with the laws of the District of Columbia without reference to the law regarding conflicts of law.

Executive agrees that Executive has carefully read and fully understands all aspects of this Agreement including the fact that this Agreement releases any Claims, including all claims arising under the Age Discrimination in Employment Act, that Executive might have against the Company. Executive agrees that Executive has been advised to consult with an attorney prior to executing the Agreement, and that Executive has either done so or knowingly waived the right to do so, and now enters into this Agreement without duress or coercion from any source. Executive agrees that Executive has been provided the opportunity to consider for 21 days whether to enter into this Agreement, and has voluntarily chosen to enter into it on this date.

IN WITNESS WHEREOF, the parties hereto have entered into this Separation Agreement and General Release of Claims.

Fred E. Weiderhold, Jr.
Fred E. Weiderhold, Jr.

Date: JUNE 18, 2009

National Railroad Passenger Corporation

By: Thomas C. Carper
Thomas C. Carper
Chairman of the Board

Date: June 18, 2009

**OPTIONAL ELECTION TO EXECUTE PRIOR
TO EXPIRATION OF 21-DAY CONSIDERATION PERIOD**

I, Fred E. Weiderhold, Jr., understand that I have 21 days within which to consider and execute the attached Separation Agreement. However, after having an opportunity to consult counsel, I have freely and voluntarily elected to execute the Agreement before such 21-day period has expired.

JUNE 18, 2009
Date

Fred E. Weiderhold, Jr.
Fred E. Weiderhold, Jr.

**AMENDMENT TO
SEPARATION AGREEMENT AND
GENERAL WAIVER AND RELEASE OF CLAIMS**

This Amendment (the "*Amendment*") to the Separation Agreement and General Waiver and Release of Claims executed June 18, 2009 (the "*Agreement*"), is dated July 13, 2009, and is entered into by and between National Railroad Passenger Corporation (the "*Company*") and Fred E. Weiderhold, Jr. ("*Executive*"), collectively the "*Parties*."

RECITALS

The Parties have agreed that it is to their mutual benefit to respond to inquiries from the United States Congress regarding Executive's departure from the Company and the terms of the Agreement.

AGREEMENT

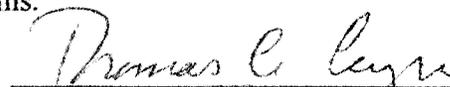
In consideration of the mutual covenants and obligations set forth in the Agreement and this Amendment, the Parties agree as follows:

1. Paragraph 3(c) of the Agreement is amended by inserting the following sentence at the end of such paragraph: "Executive may make statements regarding his resignation and retirement in response to inquiries from Congress without advance review. Such statements to Congress will not be considered disparagement under the terms of this paragraph."
2. Paragraph 4 of the Agreement is amended by inserting the following sentence at the end of such paragraph: "The Company may make statements regarding Executive's resignation and retirement in response to inquiries from Congress without advance review. Such statements to Congress will not be considered disparagement under the terms of this paragraph."
3. Paragraph 9 of the Agreement is amended by inserting the following language at the end of the sentence after "as required by law": "or in response to inquiries from Congress."

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment to the Separation Agreement and General Release of Claims.



Fred E. Weiderhold, Jr.



National Railroad Passenger Corp.
By: Thomas C. Carper
Chairman of the Board

Date: JULY 13, 2009

Date: JULY 14, 2009