

April 12, 2016 4:55 PM

ALVORD AND ALVORD PLLC SURFACE TRANSPORTATION BOARD

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

April 12, 2016

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423

Re: Amtrak Trust 99-A

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Partial Lease and Indenture Termination (Amtrak Trust 99-A), dated as of January 13, 2016, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Board under Recordation Number 23167.

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

Owner Trustee/

Lessor:

Wells Fargo Bank Northwest, National
Association
79 South Main Street
Salt Lake City, UT 84111

Indenture Trustee: Manufacturers and Traders Trust Company
(successor in interest to Allfirst Bank)
1100 North Market Street
Wilmington, DE 19890

Lessee:

National Railroad Passenger Corporation
10 G Street, NE
Washington, DC 20002

Section Chief
April 12, 2016
Page 2

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

4 rebuilt AEM-7 locomotives RELEASED and TERMINATED: AMTK 901, AMTK 916, AMTK 918, and AMTK 924.

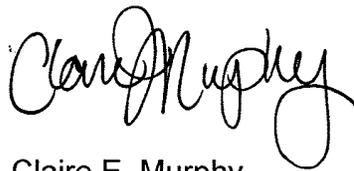
A short summary of the document to appear in the index is:

Memorandum of Partial Lease and Indenture Termination (Amtrak Trust 99-A).

Also enclosed is a check in the amount of \$43.00 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,

A handwritten signature in black ink that reads "Claire E. Murphy". The signature is written in a cursive style with a large, looping "M" and "y".

Claire E. Murphy

CEM
Enclosures

MEMORANDUM OF PARTIAL LEASE AND INDENTURE TERMINATION (AMTRAK TRUST 99-A), dated as of January 13, 2016, by and among **NATIONAL RAILROAD PASSENGER CORPORATION**, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia (“**Amtrak**”), and **WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION** (as successor-in-interest to First Security Bank, National Association), a national banking association, not in its individual capacity, but solely as Owner Trustee (the “**Owner Trustee**”) under the Trust Agreement (Amtrak Trust 99-A) dated as of July 14, 1999 (the “**Trust Agreement**”) and **MANUFACTURERS AND TRADERS TRUST COMPANY**, a national banking association (as successor-in-interest to AllFirst Bank), as Indenture Trustee (together with any successor indenture trustee, the “**Indenture Trustee**”) and together with Amtrak and Owner Trustee, the “**Parties**”). Capitalized terms used herein which are not defined herein shall have their respective meanings ascribed thereto as set forth in the Lease (defined below).

WHEREAS, Owner Trustee, as lessor (the “**Lessor**”), and Amtrak, as lessee (the “**Lessee**”), entered into that certain (i) Lease of Railroad Equipment (Amtrak Trust 99-A), dated as of July 14, 1999 (the “**Lease**”) and that certain Lease Supplement No. 1 (Amtrak Trust 99-A), dated as of October 18, 2000 (“**Lease Supplement No. 1**”), a memorandum of which was recorded with the Surface Transportation Board (the “**STB**”) on October 18, 2000 at 2:38 p.m. under Recordation No. 23167, covering the railroad equipment listed in Schedule A hereto, bearing the equipment numbers of Amtrak shown in said Schedule A, and all additions and alterations thereof, replacements thereof and substitutions therefor (the “**Equipment**”), (ii) Lease Supplement No. 2 (Amtrak Trust 99-A) dated as of April 10, 2001 (“**Lease Supplement No. 2**”), a memorandum of which was recorded with the STB on April 10, 2001 at 9:30 a.m. under Recordation No. 23167-B, covering certain units of equipment as specified therein (iii) Lease Supplement No. 3 (Amtrak Trust 99-A), dated as of September 25, 2001 (“**Lease Supplement No. 3**”), a memorandum of which was recorded with the STB on September 24, 2001 at 2:52 p.m. under Recordation No. 23167-D, covering certain units of equipment as specified therein, and (iv) Lease Supplement No. 4 (Amtrak Trust 99-A), dated as of February 12, 2002 (“**Lease Supplement No. 4**”), a memorandum of which was recorded with the STB on February 12, 2002 at 11:00 a.m. under Recordation No. 23167-F, covering certain units of equipment as specified therein;

WHEREAS, Owner Trustee and Indenture Trustee entered into that certain (i) Trust Indenture and Security Agreement (Amtrak Trust 99-A), dated as of July 14, 1999 (the “**Indenture**”) and that certain Indenture Supplement No. 1 (Amtrak Trust 99-A), dated as of October 18, 2000 (“**Indenture Supplement No. 1**”), a memorandum of which was recorded with the STB on October 18, 2000 at 2:39 p.m. under Recordation No. 23167-A, covering the Equipment, (ii) Indenture Supplement No. 2 (Amtrak Trust 99-A), dated as of April 10, 2001 (“**Indenture Supplement No. 2**”), a memorandum of which was recorded with the STB on April 10, 2001 at 9:30 a.m. under Recordation No. 23167-C, covering certain units of equipment as specified therein, (iii) Indenture Supplement No. 3 (Amtrak Trust 99-A), dated as of September 25, 2001 (“**Indenture Supplement No. 3**”), a memorandum of which was recorded with the STB on September 24, 2001 at 3:05 p.m. under Recordation No. 23167-E, covering certain units

of equipment as specified therein, and (iv) Indenture Supplement No. 4 (Amtrak Trust 99-A), dated as of February 12, 2002 (“**Indenture Supplement No. 4**”), a memorandum of which was recorded with the STB on February 12, 2002 at 11:08 a.m. under Recordation No. 23167-G, covering certain units of equipment as specified therein;

WHEREAS, the Lease Term with respect to the Equipment ended as of October 19, 2015;

WHEREAS, the Unit bearing Amtrak Equipment Number 901 has suffered a Casualty Occurrence and Lessee previously made the Aggregate Casualty Payment in respect thereof to the Lessor;

WHEREAS, Lessee is returning the Units bearing Amtrak Equipment Numbers 916, 918 and 924 (the “**Return Units**”) to the Lessor; provided, however, that pursuant to Section 17.1(ii) of the Lease (a) Lessee has stored the Units at Lessor’s request, free of charge and at Lessee’s expense on storage tracks selected and owned or leased by Lessee from October 19, 2015 through and including the date hereof and (b) Lessor has requested, and Lessee has agreed, that Lessee shall provide storage for the Units for an additional period of up to ninety (90) days following the date hereof at the same location, free of charge and at Lessee’s expense, and Lessor has borne and shall continue to bear all risk of loss to the Return Units during each aforementioned storage period and thereafter;

WHEREAS, in connection with the foregoing, (i) the lien of the Indenture and all rights of the Indenture Trustee thereunder in the Equipment are released and discharged, and Indenture Supplement No. 1 is terminated, and (ii) the Equipment is released from the Lease and the Lease, solely with respect to the Equipment, as supplemented by Lease Supplement No. 1, is terminated; provided, however, that (a) the provisions of Section 17 of the Lease relating to storage of the Return Units and (b) any other provisions of the Lease and/or the Indenture that by their express terms survive termination thereof shall continue in full force and effect;

WHEREAS, the Lease, as supplemented by Lease Supplement No. 2, Lease Supplement No. 3 and Lease Supplement No. 4, continues in full force and effect with respect to all equipment subject thereto;

WHEREAS, the Indenture, as supplemented by Indenture Supplement No. 2, Indenture Supplement No. 3, and Indenture Supplement No. 4, continues in full force and effect with respect to all equipment subject thereto; and

WHEREAS, the Parties wish to show for the public record the termination of the Lease and the Indenture as of October 19, 2015, solely with respect to the Equipment, as set forth herein.

NOW, THEREFORE, to accomplish the foregoing, the Parties are filing this Memorandum of Partial Lease and Indenture Termination with the STB pursuant to 49 USC section 11301(a).

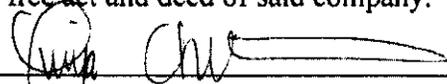
This Memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

**WELLS FARGO BANK NORTHWEST,
NATIONAL ASSOCIATION**, not in its
individual capacity, but solely as Owner
Trustee

By: 
Name: Lane Molen
Title: Assistant Vice President

STATE OF UTAH)
)SS.:
COUNTY OF SALT LAKE)

On this 13th day of January, 2016, before me personally appeared Lane Hoken, to me personally known, who, by me being duly sworn, says that he/she is Asst of Wells Fargo Bank Northwest, National Association, and that the foregoing instrument was signed on behalf of said company 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 company.



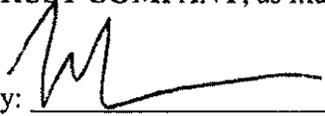
Notary Public

My commission expires



This Memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

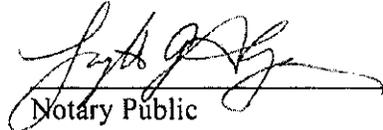
**MANUFACTURERS AND TRADERS
TRUST COMPANY, as Indenture Trustee**

By:  _____

Name: Mark H. Brzoska
Title: Assistant Vice President

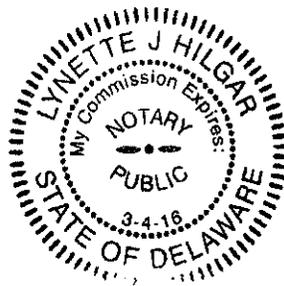
STATE OF DELAWARE)
)SS.:
COUNTY OF NEW CASTLE)

On this 13 day of January, 2016, before me personally appeared Mark H. Brzoska, to me personally known, who, by me being duly sworn, says that he/she is Assistant Vice President of MANUFACTURERS AND TRADERS TRUST COMPANY, and that the foregoing instrument was signed on behalf of said company, 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 company.



Notary Public

My commission expires



This Memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

**NATIONAL RAILROAD PASSENGER
CORPORATION**

By: _____

Name: *MICHAEL P. MCGEE*

Title: *SVP + TREASURER*

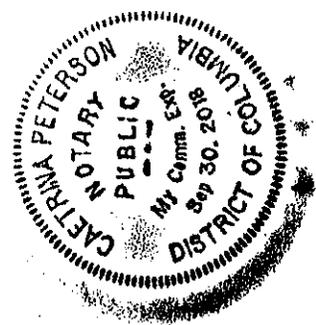
DISTRICT OF COLUMBIA)
) SS.:

On this 7 day of April, 2016, before me personally appeared Michael McGee
to me personally known, who, by me being duly sworn, says that he is President of
NATIONAL RAILROAD PASSENGER CORPORATION, that the foregoing instrument was
signed on behalf of said corporation by authority of its board of directors, and he acknowledged
that the execution of the foregoing instrument was the free act and deed of said corporation.

Caitrina Peterson
Notary Public

My commission expires

**My Commission Expires
September 30, 2018**



Schedule A to
Memorandum of Partial Lease and
Indenture Termination

DESCRIPTION OF UNITS
(AMTRAK TRUST 99-A)

Equipment Type	Amtrak Equipment Numbers
Four (4) Rebuilt AEM-7 Locomotives	901, 916, 918 and 924

CERTIFICATION

I, Claire E. Murphy, an attorney licensed to practice in the State of New Jersey, 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: April 12, 2016



Claire E. Murphy