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

December 22, 2014

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

Dear Chief:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Lease and Indenture Termination (Amtrak Trust 94-D), dated as of December 22, 2014, 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 18865.

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

Indenture Trustee: Wells Fargo Bank Northwest, National
Association (as successor in interest to First
Security Bank of Utah, National Association)
79 South Main Street
Salt Lake City, UT 84111

Owner Trustee: Wilmington Trust Company
1100 North Market Street
Wilmington, DE 19890

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

Chief
Section of Administration
December 22, 2014
Page 2

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

5 railcars TERMINATED: AMTK 33029, AMTK 32105, AMTK 32108, AMTK 33033 and AMTK 32109.

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

Memorandum of Lease and Indenture Termination.

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,



for

Edward M. Luria

EML/cem
Enclosures

MEMORANDUM OF LEASE AND INDENTURE TERMINATION, dated as of December 22, 2014, 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**"), **WILMINGTON TRUST COMPANY**, a Delaware trust company, not in its individual capacity, but solely as Owner Trustee (the "**Owner Trustee**") under the Trust Agreement, dated as of June 15, 1994 (the "**Trust Agreement**") and **WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION**, a national banking association, as successor-in-interest to First Security Bank of Utah, National Association, 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 Indenture (defined below).

WHEREAS, Owner Trustee, as lessor, and Amtrak, as lessee, entered into that certain (i) Lease of Railroad Equipment (Amtrak Trust 94-D), dated as of June 15, 1994 (the "**Lease**") and that certain Lease Supplement No. 1 (Amtrak Trust 94-D), dated as of June 30, 1994 ("**Lease Supplement No. 1**"), which were recorded with the Interstate Commerce Commission (as then existing and as succeeded by the Surface Transportation Board (the "**STB**")) on June 30, 1994 at 11:05 a.m. under Recordation Nos. 18865 and 18865-B, respectively, covering certain units of equipment as specified therein, (ii) Lease Supplement No. 2 (Amtrak Trust 94-D) dated September 29, 1994 ("**Lease Supplement No. 2**"), which was recorded with the STB on September 29, 1994 at 11:40 a.m. under Recordation No. 18865-D covering certain units of equipment as specified therein, and (iii) Lease Supplement No. 3 (Amtrak Trust 94-D), dated as of December 23, 1994 ("**Lease Supplement No. 3**"), which was recorded with the STB on December 23, 1994 at 11:50 a.m. under Recordation No. 18865-F 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**");

WHEREAS, Owner Trustee and Indenture Trustee entered into that certain (i) Trust Indenture and Security Agreement, dated as of June 15, 1994 (the "**Indenture**") and that certain Indenture Supplement No. 1 (Amtrak Trust 94-D), dated as of June 30, 1994 ("**Indenture Supplement No. 1**"), which were recorded with the STB on June 30, 1994 at 11:05 a.m. under Recordation Nos. 18865-A and 18865-C, respectively, covering certain units of equipment as specified therein, (ii) Indenture Supplement No. 2 (Amtrak Trust 94-D), dated September 29, 1994 ("**Indenture Supplement No. 2**"), which was recorded with the STB on September 29, 1994, at 11:40 a.m. under Recordation No. 18865-E, covering certain units of equipment as specified therein and (iii) Indenture Supplement No. 3 (Amtrak Trust 94-D), dated December 23, 1994 ("**Indenture Supplement No. 3**"), which was recorded with the STB on December 23, 1994 at 11:50 a.m. under Recordation No. 18865-G, covering the Equipment;

WHEREAS, Amtrak, Owner Trustee and Indenture Trustee also entered into that certain Memorandum of Partial Lease and Indenture Termination (Amtrak Trust 94-D), dated June 30, 2014, which was recorded with the STB on June 30, 2014 at 2:00 p.m. under Recordation No. 18865-H, evidencing the sale of the equipment previously covered by Lease Supplement No. 1 and Indenture Supplement No. 1 and the termination of the Lease and the Indenture solely with respect to such equipment;

WHEREAS, Amtrak, Owner Trustee and Indenture Trustee also entered into that certain Memorandum of Partial Lease and Indenture Termination (Amtrak Trust 94-D), dated September 29, 2014, which was recorded with the STB on September 29, 2014 at 1:20 p.m. under Recordation No. 18865-I, evidencing the sale of the equipment previously covered by Lease Supplement No. 2 and Indenture Supplement No. 2 and the termination of the Lease and the Indenture solely with respect to such equipment;

WHEREAS, Amtrak is purchasing the Equipment from Owner Trustee, and in connection therewith the Equipment is released from the Lease and the Lease is terminated;

WHEREAS, all amounts due and owing under the Series C Secured Notes and the Series D Secured Notes have been paid in full, and in connection therewith the lien of the Indenture and all rights of the Indenture Trustee thereunder are released and discharged, and the Indenture is terminated;

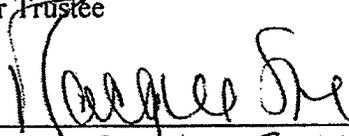
WHEREAS, the Parties wish to show for the public record the existence of the aforesaid sale and assignment of the Equipment and the termination of the Lease and the Indenture.

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

[Memorandum of Lease and Indenture Termination (Amtrak Trust 94-D)]

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

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

By: 

Name:

Title:

Jacqueline E. Solone
Assistant Vice President

[Memorandum of Lease and Indenture Termination (Amtrak Trust 94-D)]

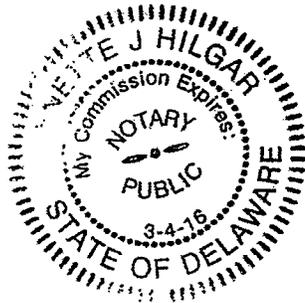
STATE OF State of Delaware)
) SS.:
COUNTY OF New Castle County)

On this 5 day of December, 2014, before me personally appeared Jacqueline E. Solon to me personally known, who, by me being duly sworn, says that he/she is Assistant Vice President of WILMINGTON TRUST COMPANY, and that the foregoing instrument was signed on behalf of said Delaware trust 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 trust company.



Notary Public

My commission expires

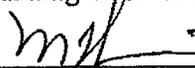


LYNETTE J HILGAR
Notary Public
STATE OF DELAWARE
My Commission Expires 3-4-2016

[Memorandum of Lease and Indenture Termination (Amtrak Trust 94-D)]

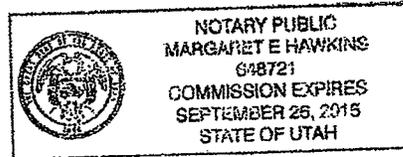
STATE OF Utah)
) SS.:
COUNTY OF Salt Lake)

On this 4th day of December, 2014, before me personally appeared Michael Arsenault, to me personally known, who, by me being duly sworn, says that he/she is Vice President of WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, and that the foregoing instrument was signed on behalf of said national banking association, 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 national banking association.



Notary Public

My commission expires 9-26-15



[Memorandum of Lease and Indenture Termination (Amtrak Trust 94-D)]

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

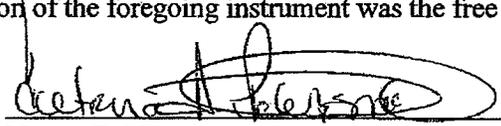
**NATIONAL RAILROAD PASSENGER
CORPORATION**

By: 
Name: Michael P. Moore
Title: Treasurer

[Memorandum of Lease and Indenture Termination (Amtrak Trust 94-D)]

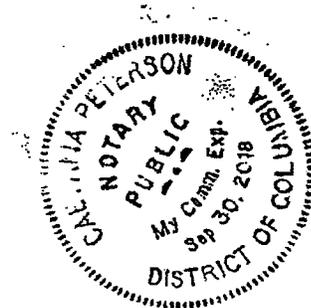
DISTRICT OF COLUMBIA)
) SS.:

On this 10 day of December, 2014, before me personally appeared Michael McGee to me personally known, who, by me being duly sworn, says that he/she is _____ 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/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My commission expires

My Commission Expires
September 30, 2018



Schedule A to
Memorandum of Lease and
Indenture Termination

DESCRIPTION OF UNITS
(AMTRAK TRUST 94-D)

Equipment Type	Amtrak Equipment Numbers
Lounge	33029
Sleeper	32105
Sleeper	32108
Lounge	33033
Sleeper	32109

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: 12/22/14

Edward M Luria
Edward M. Luria