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

June 4, 2014

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 (Amtrak Lease No. T-1), dated as of June 2, 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 23750.

The name and address of the party to the enclosed document are:

Lessee: National Railroad Passenger Corporation
60 Massachusetts Avenue NE
Washington DC 20002

Lessor: Trinity Industries Leasing Company
2525 Stemmons Freeway
Dallas TX 75207

Section Chief
June 4, 2014
Page 2

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

67 railcars RELEASED within the series AMTK 71203 – AMTK 71299 as set forth in the attachment to the document.

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

Termination and Release (Amtrak Lease No. T-1).

Also enclosed is a check in the amount of \$44.00 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, appearing to read "Edward M. Luria". The signature is stylized with a large initial "E" and a long horizontal stroke.

Edward M. Luria

EML/sem
Enclosures

**TERMINATION AND RELEASE
(AMTRAK LEASE NO. T-1)**

This TERMINATION AND RELEASE (AMTRAK LEASE NO. T-1) dated as of June 2, 2014 (this "Termination"), is made by TRINITY INDUSTRIES LEASING COMPANY ("Lessor"), and NATIONAL RAILROAD PASSENGER CORPORATION ("Amtrak").

WITNESSETH:

WHEREAS, Lessor and Amtrak have entered into that certain Lease of Railroad Equipment (Amtrak Lease No. T-1), dated as of December 5, 2001 (as amended, supplemented and modified, the "Lease");

WHEREAS, Lessor and Amtrak are parties to (i) that certain Memorandum of Lease of Railroad Equipment (Amtrak Lease No. T-1), dated December 5, 2001, which was filed and recorded on December 5, 2001, at 9:54 a.m. with the Surface Transportation Board and assigned Recordation No. 23750, (ii) that certain Memorandum of Lease of Railroad Equipment (Amtrak Lease No. T-1) Supplement No. 2, dated March 6, 2002, which was filed and recorded on March 6, 2002, at 12:28 p.m. with the Surface Transportation Board and assigned Recordation No. 23750-A, and (iii) that certain Partial Termination and Release (Amtrak Lease No. T-1) dated as of August 3, 2006, which was filed and recorded on August 3, 2006, at 11:11 a.m. with the Surface Transportation Board and assigned Recordation No. 23750-B, following which the railcars that remained then and are now subject to the Lease are described on Annex A (the "Leased Railcars"); and

WHEREAS, on the date hereof, Lessor and Amtrak have made arrangements, satisfactory to each of them, to terminate the Lease with respect to the Leased Railcars.

NOW, THEREFORE, Lessor and Amtrak agree as follows:

Section 1. Termination and Release of the Leased Railcars. The lease of the Leased Railcars pursuant to the Lease is hereby terminated in full and all rights and obligations of Amtrak in and to the Leased Railcars, arising from and through the Lease, are hereby terminated and released except for such obligations that pursuant to the terms of the Lease expressly survive such termination.

Section 2. Further Assurances. Lessor hereby agrees to execute and deliver to Amtrak, at Amtrak's cost and expense, such additional instruments, notices, or releases as Amtrak may reasonably request to effectuate the foregoing provisions of this Termination.

Section 3. Representations and Warranties. Each of Amtrak and Lessor represents and warrants that this Termination constitutes its legal and valid obligation, enforceable against it in accordance with its terms. Lessor has full authority to terminate and release all of its right, title and interest in and to the Leased Railcars.

Section 4. Counterparts. This Termination may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, each of Amtrak and Lessor has caused this Termination and Release to be duly executed by its duly authorized representative as of the day and year first above written.

TRINITY INDUSTRIES LEASING COMPANY

By: Thomas C. Jardine
Name: Thomas C. Jardine
Title: Vice President

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____
Name:
Title:

STATE OF Texas)

COUNTY OF Dallas)

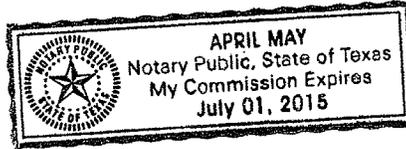
) ss.

June 2, 2014

Before me, the undersigned Notary Public, personally appeared Thomas C. Jardine known to me, who stated in my presence that he/she is the Vice President of Trinity Industries Leasing Company, and that he/she, being fully authorized to do so, executed the foregoing instrument on behalf of Trinity Industries Leasing Company, as Lessor, as his/her free act and deed and as the free act and deed of Trinity Industries Leasing Company.

April May
Name:

Notary Public



My commission expires:

IN WITNESS WHEREOF, each of Amtrak and Lessor has caused this Termination and Release to be duly executed by its duly authorized representative as of the day and year first above written.

TRINITY INDUSTRIES LEASING COMPANY

By: _____
Name:
Title:

NATIONAL RAILROAD PASSENGER
CORPORATION

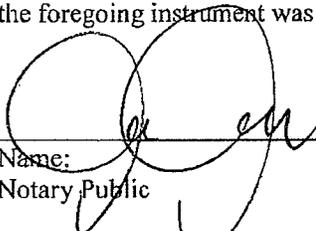
By: Scott R. Veldman
Name: Scott R. Veldman
Title: Interim TREASURER

DISTRICT OF COLUMBIA

)
) ss.
)

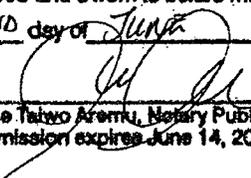
JUNE 2, 2014

Before me, the undersigned Notary Public, personally appeared SCOTT R. VEDMAN known to me, who stated in my presence that he/she is the TREASURER 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.


Name:
Notary Public

My commission expires:

District of Columbia : SS
Subscribed and Sworn to before me
this 2ND day of June, 2014


Grace Tshyo Aremu, Notary Public, D.C.
My commission expires June 14, 2014

DESCRIPTION OF LEASED RAILCARS

EQUIPMENT TYPE

AMTRAK EQUIPMENT NUMBERS

Sixty-seven (67) 60'8" Plate "C" Box cars
constructed by Trinity Industries, Inc.

AMTK
71203 - 71204
71207 - 71209
71211
71213
71216 - 71218
71220 - 71222
71225
71228 - 71229
71231 - 71235
71238
71240 - 71249
71253 - 71256
71258 - 71260
71262 - 71263
71267
71270
71272 - 71278
71280 - 71284
71286 - 71290
71293 - 71299

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: 6/4/14

Edward M Luria
Edward M. Luria