

RECORDATION NO. 23750-B FILED

AUG 03 '06 11-11 PM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
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OF COUNSEL
URBAN A. LESTER

August 3, 2006

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Partial Termination and Release, dated as of August 3, 2006, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memoranda of Lease and Lease Supplement No. 2 previously filed with the Board under Recordation Number 23750 and 23750-A.

The names and addresses of the parties 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

Mr. Vernon A. Williams
August 3, 2006
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A description of the railroad equipment covered by the enclosed document is:

33 box cars RELEASED: within the series AMTK 71200 – AMTK 71292 as more particularly set forth in the equipment schedule attached to the document.

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

Partial Termination and Release.

Also enclosed is a check in the amount of \$34.00 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,



Robert W. Alvord

RWA/sem
Enclosures

AUG 03 '06

11:11 AM

PARTIAL TERMINATION AND RELEASE

(AMTRAK LEASE NO. T-1)

SURFACE TRANSPORTATION BOARD

This PARTIAL TERMINATION AND RELEASE (AMTRAK LEASE NO. T-1) dated as of August 3, 2006 (the "*Partial Termination*") is entered into between NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia ("*Amtrak*") and TRINITY INDUSTRIES LEASING COMPANY, a Delaware corporation ("*Lessor*").

W I T N E S S E T H :

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

WHEREAS, Amtrak and Lessor have entered into 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, and that certain Memorandum of Lease of Railroad Equipment (Amtrak Lease No. T-1) 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 (each, a "*Memorandum of Lease*" and, collectively, the "*Memoranda of Lease*"), which Memoranda of Lease evidences that certain railcars (the "*Leased Railcars*") are subject to the Lease; and

WHEREAS, on the date hereof, Amtrak and Lessor have made arrangements satisfactory to each of them to terminate the Lease with respect to certain of the Leased Railcars, which such terminated railcars are described on Annex A hereto (the "*Released Railcars*").

NOW, THEREFORE, Amtrak and Lessor agree as follows:

Section 1. Termination and Release of the Released Railcars. The lease of the Released Railcars pursuant to the Lease is hereby terminated and all rights and obligations of Amtrak in and to the Released 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. Nothing in this Partial Termination shall amend, modify or limit the rights and obligations of Amtrak or Lessor in respect of the Leased Railcars other than the Released Railcars, and the Lease in respect of such Leased Railcars shall remain in full force and effect.

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 Partial Termination.

Section 3. Representations and Warranties. Each of Amtrak and Lessor represents and warrants that this Partial 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 Released Railcars.

Section 4. Counterparts. This Partial 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.

[remainder of this page intentionally left blank]

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

NATIONAL RAILROAD PASSENGER
CORPORATION

By: Jale M. Stein
Name: JALE M. STEIN
Title: TREASURER

JMS

TRINITY INDUSTRIES LEASING COMPANY

By: _____
Name:
Title:

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

NATIONAL RAILROAD PASSENGER
CORPORATION

By: _____
Name:
Title:

TRINITY INDUSTRIES LEASING COMPANY

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

STATE OF TEXAS)
)
COUNTY OF DALLAS)

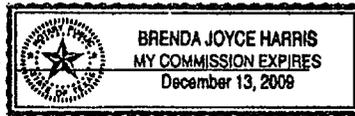
ss:

August 1, 2006

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, 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.

Brenda Joyce Harris
Name:
Notary Public

My commission expires:



DISTRICT OF COLUMBIA)
)
)

ss.:

_____, 2006

Before me, the undersigned Notary Public, personally appeared _____, known to me, who stated in my presence that he/she is the _____ 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: _____

DESCRIPTION OF RELEASED RAILCARS

<u>EQUIPMENT TYPE</u>	<u>AMTRAK EQUIPMENT NUMBERS</u>		
Thirty-three (33), sixty foot, eight inch (60' 8") inside length, Plate C railroad box car, 12 foot wide door openings with single plug doors, constructed by Trinity Industries, Inc. to Lessee Specification No. 642, Rev. H.	71200	71224	71261
	71201	71226	71264
	71202	71227	71265
	71205	71230	71266
	71206	71236	71268
	71210	71237	71269
	71212	71239	71271
	71214	71250	71279
	71215	71251	71285
	71219	71252	71291
	71223	71257	71292

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, 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:

8/3/06



Robert W. Alvord