

RECORDATION NO 20286-L

FILED

October 02, 2012 02:55 PM

ALVORD AND SURFACE TRANSPORTATION BOARD

ATTORNEYS AT LAW

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

October 2, 2012

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 Memorandum of Lease and Indenture Termination (Amtrak Trust 96-A), dated as of October 1, 2012, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to documents previously filed with the Board under Recordation Number 20286.

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

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

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

Indenture Trustee: Manufacturers and Traders Trust Company
25 South Charles Street
Baltimore, MD 21201

Chief, Section of Administration
October 2, 2012
Page 2

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

7 locomotives RELEASED: AMTK 73 - AMTK 79.

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

Memorandum of Lease and Indenture Termination (Amtrak Trust 96-A).

Also enclosed is a check in the amount of \$42.00 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,



Edward M. Luria

EML/sem
Enclosures

MEMORANDUM OF PARTIAL LEASE AND INDENTURE TERMINATION, dated as of October 1, 2012, 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 (Amtrak Trust 96-A), dated as of September 15, 1996 (the "**Trust Agreement**") and **MANUFACTURERS AND TRADERS TRUST COMPANY**, a national banking association (as successor-in-interest to The First National Bank of Maryland), 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 96-A), dated as of September 15, 1996 (the "**Lease**") and that certain Lease Supplement No. 1 (Amtrak Trust 96-A), dated September 30, 1996 ("**Lease Supplement No. 1**"), a memorandum of which was recorded with the Interstate Commerce Commission (as then existing and as succeeded by the Surface Transportation Board (the "**STB**")) on September 30, 1996 at 1:55 p.m. under Recordation No. 20286 and deposited in the office of the Registrar General of Canada pursuant to § 105 of the Canada Transportation Act on September 30, 1996 at 3:48 p.m., covering certain units of equipment as specified therein, (ii) Lease Supplement No. 2 (Amtrak Trust 96-A) dated December 23, 1996 ("**Lease Supplement No. 2**"), a memorandum of which was recorded with the STB on December 23, 1996 at 3:20 p.m. under Recordation No. 20286-B and deposited in the office of the Registrar General of Canada pursuant to § 105 of the Canada Transportation Act on December 23, 1996 at 3:29 p.m. 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**"), (iii) Lease Supplement No. 3 (Amtrak Trust 96-A), dated March 27, 1997 ("**Lease Supplement No. 3**"), a memorandum of which was recorded with the STB on March 27, 1997 at 1:42 p.m. under Recordation No. 20286-D and deposited in the office of the Registrar General of Canada pursuant to §105 of the Canada Transportation Act on March 27, 1997 at 1:47 p.m., covering certain units of equipment as specified therein, (iv) Lease Supplement No. 4 (Amtrak Trust 96 A), dated June 26, 1997 ("**Lease Supplement No. 4**"), a memorandum of which was recorded with the STB on June 26, 1997 at 1:25 p.m. under Recordation No. 20286 F and deposited in the office of the Registrar General of Canada pursuant to §105 of the Canada Transportation Act on June 26, 1997 at 1:43 p.m., covering certain units of equipment as specified therein, and (v) Lease Supplement No. 5 (Amtrak Trust 96 A) dated August 18, 2011 ("**Lease Supplement No. 5**"), recorded with the STB on August 18, 2011 at 11:15 a.m. under Recordation No. 20286 H and deposited in the office of the Registrar General of Canada pursuant to §105 of the Canada Transportation Act on August 18, 2011 at 4:04 p.m. 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 96-A), dated as of September 15, 1996 (the "**Indenture**") and that certain Indenture Supplement No. 1 (Amtrak Trust 96-A), dated

September 30, 1996 (“**Indenture Supplement No. 1**”), a memorandum of which was recorded with the STB on September 30, 1996 at 1:55 p.m. under Recordation No. 20286-A and deposited in the office of the Registrar General of Canada pursuant to § 105 of the Canada Transportation Act on September 30, 1996 at 3:48 p.m., covering certain units of equipment as specified therein, (ii) Indenture Supplement No. 2 (Amtrak Trust 96-A), dated December 23, 1996 (“**Indenture Supplement No. 2**”), a memorandum of which was recorded with the STB on December 23, 1996, at 3:20 p.m. under Recordation No. 20286-C and deposited in the office of the Registrar General of Canada pursuant to §105 of the Canada Transportation Act on December 23, 1996 at 3:29 p.m., covering the Equipment, (iii) Indenture Supplement No. 3 (Amtrak Trust 96-A), dated March 27, 1997 (“**Indenture Supplement No. 3**”), a memorandum of which was recorded with the STB on March 27, 1997 at 1:42 p.m. under Recordation No. 20286-E and deposited in the office of the Registrar General of Canada pursuant to §105 of the Canada Transportation Act on March 27, 1997 at 1:47 p.m., covering certain units of equipment as specified therein, and (iv) Indenture Supplement No. 4 (Amtrak Trust 96-A), dated June 26, 1997 (“**Indenture Supplement No. 4**”), a memorandum of which was recorded with the STB on June 26, 1997 at 1:25 p.m. under Recordation No. 20286-G and deposited in the office of the Registrar General of Canada pursuant to §105 of the Canada Transportation Act on June 26, 1997 at 1:43 p.m., covering certain units of equipment as specified therein, and (v) Indenture Supplement No. 5 (Amtrak Trust 96-A) dated August 18, 2011 (“**Indenture Supplement No. 5**”), recorded with the STB on August 18, 2011 at 11:15 a.m. under Recordation No. 20286-I and deposited in the office of the Registrar General of Canada pursuant to §105 of the Canada Transportation Act on August 18, 2011 at 4:04 p.m., covering certain units of equipment as specified therein;

WHEREAS, Amtrak is purchasing the Equipment from Owner Trustee, and in connection therewith, (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. 3 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. 3 is terminated;

WHEREAS, the Lease, as supplemented by 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. 4, continues in full force and effect with respect to all equipment subject thereto; and

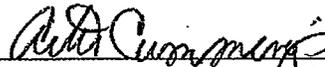
WHEREAS, the Parties wish to show for the public record the existence of the aforesaid sale and assignment of the Equipment and the termination of the Lease and the Indenture, solely with respect to the Equipment.

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) and with the office of the Registrar General of Canada pursuant to § 105 of the Canada Transportation Act.

[Memorandum of Partial Lease and Indenture Termination (Amtrak Trust 96-A)]

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: ARTIS CUMMINGS
Title: BANKING OFFICER

[Memorandum of Partial Lease and Indenture Termination (Amtrak Trust 96-A)]

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: Dale M. Stein 
Name: Dale M. Stein
Title: Treasurer

[Memorandum of Partial Lease and Indenture Termination (Amtrak Trust 96-A)]

DISTRICT OF COLUMBIA)
) SS.:

On this 28 day of Sept, 2012, before me personally appeared DALE M. STEIN, to me personally known, who, by me being duly sworn, says that he is 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 acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Anthony Patterson
Notary Public

My commission expires



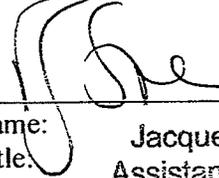
[Memorandum of Partial Lease and Indenture Termination (Amtrak Trust 96-A)]

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

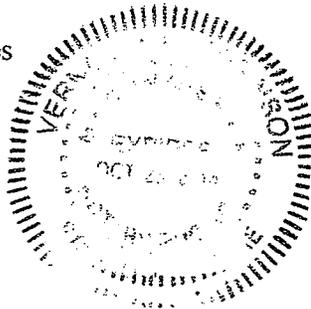
[Memorandum of Partial Lease and Indenture Termination (Amtrak Trust 96-A)]

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

On this 13 day of Sept, 2012, before me personally appeared Jacqueline E. Solone 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.

Vernessa E. Robinson
Notary Public

My commission expires



VERNESSA E. ROBINSON
Notary Public - State of Delaware
My Comm. Expires Oct. 25, 2014

Schedule A to
Memorandum of Partial Lease and
Indenture Termination

DESCRIPTION OF UNITS
(AMTRAK TRUST 96-A)

Equipment Type	Amtrak Equipment Numbers
Seven (7) General Electric P42-DC Single Mode Diesel Locomotives	73 through 79, inclusive

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: 10/2/12

Edward M Luria
Edward M. Luria