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

January 3, 2011

RECORDATION NO. 18419-I
JAN 03 '11 -2 30 PM
SURFACE TRANSPORTATION BOARD

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, dated as of January 3, 2011, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Lease and Indenture and related documents previously filed with the Commission and the Board under Recordation Number 18419.

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:	Wilmington Trust Company, not in its individual capacity but solely as Trustee Rodney Square North 1100 North Market Street Wilmington, Delaware 19890-0001

Chief, Section of Administration
January 3, 2011
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Indenture Trustee: Wells Fargo Bank Northwest , N.A., not in its
individual capacity but solely as Trustee
299 South Main Street, 12th Floor
Salt Lake Cit, UT 84111

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

14 Superliner II Passenger Cars within the series AMTK 32071 - AMTK
39011 as more particularly set forth in the attachment to the document.

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 \$41.00 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

JAN 03 '11

-2 3 07 PM

SURFACE TRANSPORTATION BOARD

MEMORANDUM OF LEASE AND INDENTURE TERMINATION, dated as of January 3, 2011, 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 banking corporation, not in its individual capacity, but solely as Owner Trustee (the "Owner Trustee") under the Trust Agreement, dated as of September 15, 1993 (the "Trust Agreement") and WELLS FARGO BANK NORTHWEST, N.A., 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, dated as of September 15, 1993 (the "Lease") a memorandum of which was recorded with the Interstate Commerce Commission ("ICC"), predecessor to the Surface Transportation Board ("STB") on September 30, 1993 at 9:05 a.m. under Recordation No. 18419, (ii) that certain Lease Supplement No. 1 (Amtrak Trust 93-C) dated September 30, 1993 ("Lease Supplement No. 1"), recorded with the ICC on September 30, 1993 at 9:05 a.m. under Recordation No. 18419-B, covering certain units of equipment as specified therein, (iii) that certain Lease Supplement No. 2 (Amtrak Trust 93-C), dated as of December 22, 1993 ("Lease Supplement No. 2"), recorded with the ICC on December 22, 1993 at 9:05 a.m. under Recordation No. 18419-D, covering certain units of equipment as specified therein, and (iv) that certain Lease Supplement No. 3 (Amtrak Trust 93-C), dated as of February 28, 1994 ("Lease Supplement No. 3"), recorded with the ICC on February 28, 1994 at 9:50 a.m. under Recordation No. 18419-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 (such equipment subject to Lease Supplement No. 3, the "Equipment");

WHEREAS, Owner Trustee and Indenture Trustee entered into that certain (i) Trust Indenture and Security Agreement, dated as of September 15, 1993 (the "Indenture") a memorandum of which was recorded with the ICC on September 30, 1993 at 9:05 a.m. under Recordation No. 18419-A, (ii) that certain Indenture Supplement No. 1 (Amtrak Trust 93-C), dated as of September 30, 1993 ("Indenture Supplement No. 1"), recorded with the ICC on September 30, 1993, at 9:05 a.m. under Recordation No. 18419-C, covering certain other units of equipment as specified therein, (ii) that certain Indenture Supplement No. 2 (Amtrak Trust 93-C), dated as of December 22, 1993 ("Indenture Supplement No. 2"), recorded with the ICC on December 22, 1993 at 9:05 a.m. under Recordation No. 18419-E, covering certain other units of equipment as specified therein, and (iii) that certain Indenture Supplement No. 3 (Amtrak Trust 93-C), dated as of February 28, 1994 ("Indenture Supplement No. 3"), recorded with the ICC on February 28, 1994 at 9:50 a.m. under Recordation No. 18419-G, covering the Equipment;

WHEREAS, pursuant to the terms of the Operative Documents (as defined in the Lease) and an Omnibus Partial Termination Agreement, dated as of January 4, 2010, a memorandum of which was recorded with the STB on January 4, 2010 at 1:25 p.m. under Recordation No. 18419-H, among other things, (i) Amtrak purchased the equipment subject to Lease Supplement No. 1 and Lease Supplement No. 2, (ii) the Lease, solely with respect to Lease Supplement No. 1 and Lease Supplement No. 2, was terminated and (iii) the Indenture, solely with respect to Indenture Supplement No. 1 and Indenture Supplement No. 2, was terminated.

WHEREAS, pursuant to the terms and conditions of the Operative Documents and an Omnibus Termination Agreement, dated as of January 3, 2011 (the "Omnibus Termination Agreement") Amtrak is purchasing the Equipment from Owner Trustee, and in connection therewith, (i) the Lease and the Indenture shall be terminated in full and all rights and obligations discharged thereunder and (ii) Owner Trustee's rights, interests, obligations and duties under the Indenture and any and all indebtedness created thereunder with respect to the Equipment shall terminate;

WHEREAS, the termination of the Indenture, the termination of the Lease, and the release of the lien granted in the Indenture in the Equipment, shall be effective as of the EBO Date (as defined in the Omnibus Termination Agreement); 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.

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).

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: Robert J. Perkins
Title: Vice President

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

On this 15 day of Dec, 2010, before me personally appeared Robert J. Perkins, to me personally known, who, by me being duly sworn, says that he/she is Vice President of WILMINGTON TRUST COMPANY, and that the foregoing instrument was signed on behalf of said Delaware banking 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 banking corporation.


Notary Public

My commission expires



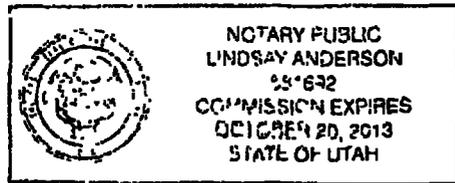
VERNESSA E. ROBINSON
Notary Public - State of Delaware
My Comm. Expires Oct. 26, 2014

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

On this _____ day of _____, 201__, before me personally appeared W. T. Oton, to me personally known, who, by me being duly sworn, says that he/she is VICE PRESIDENT of WELLS FARGO BANK NORTHWEST, N.A., 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.

Lindsay Anderson
Notary Public

My commission expires
10/20/2013



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

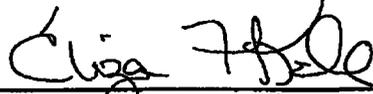
NATIONAL RAILROAD PASSENGER
CORPORATION

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



DISTRICT OF COLUMBIA)
) SS.:
)

On this 20th day of December, 2010, before me personally appeared Dale Stein, to me personally known, who, by me being duly sworn, says that he 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.



Notary Public, DC

My commission expires

*My Commission Expires
July 31, 2014*

Schedule A to
Memorandum of Lease and
Indenture Termination,

**DESCRIPTION OF UNITS
(AMTRAK TRUST 93-C)**

Equipment Type	Manufacturer's Numbers	Amtrak Equipment Numbers
Fourteen (14) Superliner II Passenger Cars	003	32071
	016	32078
	018	32079
	019	32080
	021	32081
	023	32082
	025	32083
	027	32084
	017	39006
	020	39007
	022	39008
	024	39009
	026	39010
	028	39011

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: _____

1/3/11



Robert W. Alvord