

RECORDATION NO. 20740 FILED ^F

AUG 11 '11 -10 30 AM

SURFACE TRANSPORTATION BOARD

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

August 11, 2011

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 Partial Indenture Termination (Amtrak Trust 97-B), dated as of August 9, 2011, a secondary document as defined in the Board's Rules for the Recordation of Documents

The enclosed document relates to the Memorandum of Partial Lease Termination, Amended and Restated Trust Indenture and Security Agreement and Indenture Supplement No. 1 previously filed with the Board under Recordation Number 20740-D.

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

Lessee	National Railroad Passenger Corporation 400 North Capitol Street, N W. Washington, D C 20001
Indenture Trustee	Manufacturers and Traders Trust Company (as successor-in-interest to The First National Bank of Maryland) 25 South Charles Street Baltimore, MD 21202

Chief
Section of Administration
August 11, 2011
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A description of the railroad equipment covered by the enclosed document is:

5 locomotives TERMINATED: AMTK 99 – AMTK 103.

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

Partial Indenture Termination (Amtrak Trust 97-B).

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,

A handwritten signature in black ink, appearing to read "Alvord", with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/sem
Enclosures

AUG 11 '11 -10 30 AM

PARTIAL INDENTURE TERMINATION

SURFACE TRANSPORTATION BOARD

This PARTIAL INDENTURE TERMINATION (AMTRAK TRUST 97-B), dated as of August 9, 2011, is 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"), and MANUFACTURERS AND TRADERS TRUST COMPANY, a New York banking corporation (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, Amtrak and Indenture Trustee entered into that certain Amended and Restated Trust Indenture and Security Agreement (Amtrak Trust 97-B), dated as of June 29, 2009 (the "Indenture"), as supplemented by that certain Amended and Restated Trust Agreement and Indenture Supplement No.1 (Amtrak Trust 97-B), dated as of June 29, 2009 (the "Amended and Restated Indenture Supplement No. 1");

WHEREAS, a Memorandum of Partial Lease Termination, Amended and Restated Trust Indenture and Security Agreement and Indenture Supplement No. 1 was filed with the Surface Transportation Board ("STB") on June 29, 2009 at 2:20 p.m. under Recordation No. 20740-D, and deposited in the office of the Registrar General of Canada on June 29, 2009 at 2:13 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 thereto, replacements thereof and substitutions therefor (such equipment subject to Amended and Restated Indenture Supplement No. 1, the "Equipment");

WHEREAS, pursuant to the terms and conditions of Section 2.12 of the Indenture, Amtrak is paying off the New Note Series R-1 due June 27, 2012 in full as of the date hereof and the Note Holder shall not have any further interest in, or other right with respect to the Trust Indenture Estate under the Amended and Restated Indenture Supplement No. 1; and

WHEREAS, all indemnities, obligations, adjustments and payments provided for in Section 7.1 of the Indenture and Section 6 of Annex A to the Indenture shall survive and remain in full force and effect.

NOW, THEREFORE, to accomplish the foregoing, the Parties are filing this Partial Indenture Termination with the STB pursuant to 49 USC section 11301(a) and with the Registrar General of Canada pursuant to §105 of the Canada Transportation Act.

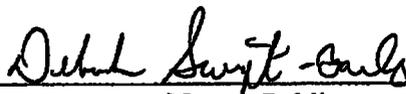
This Partial Indenture Termination may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such termination.

MANUFACTURERS AND TRADERS
TRUST COMPANY, as Indenture Trustee

By: 
Name: Artis Cummings, CCTS
Title: Banking Officer

STATE OF MARYLAND)
) SS.:
CITY OF BALTIMORE)

On this 5th day of August, 2011, before me personally appeared Artis Cummings, to me personally known, who, by me being duly sworn, says that he/she is Bank Officer of MANUFACTURERS AND TRADERS TRUST COMPANY, and that the foregoing instrument was signed on behalf of said New York 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:

April 4, 2014



This Partial Indenture Termination may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such termination.

NATIONAL RAILROAD PASSENGER
CORPORATION

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

**DESCRIPTION OF UNITS
(AMTRAK TRUST 97-B)**

Equipment Type	Manufacturer's Numbers	Amtrak Equipment Numbers
Five (5) General Electric Model AMD-103 Genesis Series I Single Mode Locomotives	49951	99
	49952	100
	49953	101
	49954	102
	49955	103

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: 8/11/11



Robert W. Alvord