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**SURFACE TRANSPORTATION BOARD**

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January 3, 2012

Chief  
Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 "E" Street, S.W.  
Washington, D.C. 20423

Dear Chief:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Partial Lease and Indenture Termination (Amtrak Trust 94-B), dated January 3, 2012, 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 Commission under Recordation Number 18663.

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

Indenture Trustee: Wells Fargo Bank Northwest, National  
Association  
79 South Main Street  
Salt Lake City Utah 84111

Owner Trustee: Wilmington Trust Company  
1100 North Market Street  
Wilmington, Delaware 19890

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

Chief  
Section of Administration  
January 3, 2012  
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A description of the railroad equipment covered by the enclosed document is:

14 Bombardier Superliner passenger cars: AMTK 32021, 32093, 38045, 38048, 38052, 39003, 32102, 32018, 32106, 32500, 33030, 33031, 33034 and 32107.

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

Memorandum of Partial Lease and Indenture Termination (Amtrak Trust 94-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,

  
✓ Edward M. Luria

EMLsem  
Enclosures

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## SURFACE TRANSPORTATION BOARD

MEMORANDUM OF PARTIAL LEASE AND INDENTURE TERMINATION, dated as of January 3, 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, dated as of June 15, 1994 (the "**Trust Agreement**") and **WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION**, a national banking 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 June 15, 1994 (the "**Lease**") and that certain Lease Supplement No. 1 (Amtrak Trust 94-B), dated as of June 30, 1994 (as amended by that certain Amendment to Lease Supplement dated November 18, 2011, "**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 June 30, 1994 at 10:05 a.m. under Recordation Nos. 18863 and 18863-B, covering the railroad equipment listed in Schedule A hereto and referred to therein as the LS1 Equipment, bearing the equipment numbers of Amtrak shown in said Schedule A, and all additions and alterations thereof, replacements thereof and substitutions therefor (the "**LS 1 Equipment**"), (ii) Lease Supplement No. 2 (Amtrak Trust 94-B) dated September 29, 1994 ("**Lease Supplement No. 2**"), a memorandum of which was recorded with the STB on September 29, 1994 at 10:40 a.m. under Recordation No. 18863-D covering certain units of equipment as specified therein and (iii) Lease Supplement No. 3 (Amtrak Trust 94-B), dated as of December 23, 1994 (as amended by that certain Amendment to Lease Supplement dated November 18, 2011, "**Lease Supplement No. 3**"), a memorandum of which was recorded with the STB on December 23, 1994 at 11:50 a.m. under Recordation No. 18863-F covering the railroad equipment listed in Schedule A hereto, bearing the equipment numbers of Amtrak shown in said Schedule A and referred to therein as the LS3 Equipment, and all additions and alterations thereof, replacements thereof and substitutions therefor (the "**LS 3 Equipment**" and together with the LS 1 Equipment, the "**Equipment**");

**WHEREAS**, Owner Trustee and Indenture Trustee entered into that certain (i) Trust Indenture and Security Agreement, dated as of June 15, 1994 (the "**Indenture**") and that certain Indenture Supplement No. 1 (Amtrak Trust 94-B), dated as of June 30, 1994 (as amended by that certain Amendment to Indenture Supplement dated November 18, 2011, "**Indenture Supplement No. 1**"), a memorandum of which was recorded with the STB on June 30, 1994 at 10:05 a.m. under Recordation Nos. 18863-A and 18863-C, covering the LS 1 Equipment, (ii) Indenture Supplement No. 2 (Amtrak Trust 94-B), dated as of September 29, 1994 ("**Indenture Supplement No. 2**"), a memorandum of which was recorded with the STB on September 29, 1994, at 10:40 a.m. under Recordation No. 18863-E, covering certain other units of equipment as specified therein and (iii) Indenture Supplement No. 3 (Amtrak Trust 94-B),

[Memorandum of Partial Lease and Indenture Termination (Amtrak Trust 94-B)]

dated as of December 23, 1994 (as amended by that certain Amendment to Indenture Supplement dated November 18, 2011, "**Indenture Supplement No. 3**"), a memorandum of which was recorded with the STB on December 23, 1994 at 11:50 a.m. under Recordation No. 18863-G, covering the LS 3 Equipment;

**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. 1 and Indenture Supplement No. 3 are 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. 1 and Lease Supplement No. 3, is terminated;

**WHEREAS**, the Lease, as supplemented by Lease Supplement No. 2, continues in full force and effect with respect to all Equipment or Units subject thereto;

**WHEREAS**, the Indenture, as supplemented by Indenture Supplement No. 2, continues in full force and effect with respect to all Equipment or Units 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 Lease and Indenture Termination with the STB pursuant to 49 USC section 11301(a).



[Memorandum of Partial Lease and Indenture Termination (Amtrak Trust 94-B)]

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

On this 22 day of Dec, 2011, before me personally appeared ~~Jacqueline de S. Stone~~, to me personally known, who, by me being duly sworn, says that he/she is ~~Jacqueline de S. Stone~~ 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. 26, 2014







[Memorandum of Partial Lease and Indenture Termination (Amtrak Trust 94-B)]

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 \_\_\_\_\_ (M)  
Name: Dale M. Stein  
Title: Treasurer

[Memorandum of Partial Lease and Indenture Termination (Amtrak Trust 94-B)]

DISTRICT OF COLUMBIA            )  
  ) SS.:

On this 27 day of December, 2011, before me personally appeared Dale M. Stein, to me personally known, who, by me being duly sworn, says that he/she 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/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Anna K. Szczepanska  
Notary Public

My commission expires

ANNA K. SZCZEPANSKA  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires April 14, 2014

**DESCRIPTION OF UNITS  
(AMTRAK TRUST 94-B)**

<b>Equipment Type</b>	<b>Amtrak Equipment Numbers</b>
<b><u>LS 1 Equipment</u></b>	
Six (6) Bombardier Superliner Passenger Cars	
Sleeper	32021
Sleeper	32093
Diner	38045
Diner	38048
Diner	38052
Transition Car	39003
<b><u>LS 3 Equipment</u></b>	
Eight (8) Bombardier Superliner Passenger Cars	
Sleeper	32102
Sleeper	32018
Sleeper	32106
Deluxe Sleeper	32500
Lounge	33030
Lounge	33031
Lounge	33034
Sleeper	32107

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. 1/3/12

Edward M Luria  
Edward M Luria