

ALVORD AND ALVORD PLLC  
ATTORNEYS AT LAW  
1050 SEVENTEENTH STREET, N.W.  
SUITE 301  
WASHINGTON, D.C.  
20036

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)  
ROBERT W. ALVORD (2011)

PHONE: (202) 393-2266  
FAX: 1-855-600-2836  
E-MAIL: [alvord@alvordlaw.com](mailto:alvord@alvordlaw.com)  
WEBSITE: [www.alvordlaw.com](http://www.alvordlaw.com)

December 6, 2016

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 Termination, dated as of December 6, 2016, 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 Board under Recordation Number 31073.

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

Owner Trustee/  
Lessor: Wells Fargo Bank Northwest, National  
Association  
79 South Main Street  
Salt Lake City, UT 84111

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

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

70 Siemens ACS-64 electric locomotives TERMINATED: AMTK 600 –  
AMTK (excluding AMTK 666).

Section Chief  
December 6, 2016  
Page 2

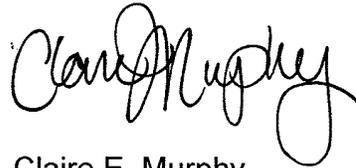
A short summary of the document to appear in the index is:

Memorandum of Lease Termination.

Also enclosed is a check in the amount of \$45.00 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 "Claire E. Murphy". The signature is written in a cursive style with a large, looping "M".

Claire E. Murphy

CEM  
Enclosures

MEMORANDUM OF LEASE TERMINATION, dated as of December 6, 2016, 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**"), **WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION**, a national banking association, not in its individual capacity but solely as owner trustee of the Amtrak Equipment Trust 2011 (the "**Owner Trustee**"), and **The UNITED STATES OF AMERICA, represented by the SECRETARY OF TRANSPORTATION, acting by and through the EXECUTIVE DIRECTOR of the NATIONAL SURFACE TRANSPORTATION AND INNOVATIVE FINANCE BUREAU, also referred to as the BUILD AMERICA BUREAU** (formerly acting through the Administrator of the Federal Railroad Administration, the "**Executive Director**", and together with Amtrak and the 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 Lease (defined below).

**WHEREAS**, Owner Trustee, as lessor, and Amtrak, as lessee, entered into that certain Master Lease Agreement, dated as of June 21, 2011 (as amended, supplemented and otherwise modified through the date hereof, the "**Lease**"), and those certain Lease Supplements No. 1 through No. 70, memoranda of which were recorded with the Surface Transportation Board (the "**STB**") under Recordation Nos. 31073 through 31073-QQQ, inclusive, covering the railroad equipment listed in Exhibit A hereto, bearing the equipment numbers of Amtrak shown in said Exhibit A, and all additions and alterations thereof, replacements thereof and substitutions therefor (collectively, the "**Equipment**");

**WHEREAS**, the Executive Director and Amtrak are parties to that certain Financing Agreement dated as of June 21, 2011 (the "**Financing Agreement**") with respect to the financing of the Equipment;

**WHEREAS**, the Equipment constitutes the Units subject to the Lease and the Financing Agreement immediately prior to the effectiveness of this Memorandum of Lease Termination;

**WHEREAS**, pursuant to Section 4.3 of the Lease, Amtrak is exercising its option to purchase the Equipment from Owner Trustee, for a purchase price equal to greater of (i) the Termination Value for the Equipment and (ii) the outstanding amount of all Advances together with all accrued interest thereon, and in connection therewith the Equipment is released from the Lease and each of the Lease and the Financing Agreement is terminated, subject to the survival of such provisions which under the express terms of the Lease and the Financing Agreement shall survive the termination thereof;

**WHEREAS**, the Parties wish to show for the public record the existence of the aforesaid sale of the Equipment and the termination of the Lease and the Financing Agreement, subject to the survival of such provisions which under the express terms of the Lease and the Financing Agreement shall survive the termination thereof.

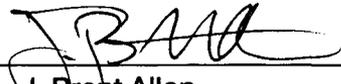
**WHEREAS**, the Executive Director hereby authorizes the Owner Trustee to execute and deliver this Memorandum of Lease Termination and such other instruments or documents as may be necessary or desirable in connection with the termination of the Lease, the Financing

Agreement and the other Operative Documents and the winding down of the transactions contemplated thereby.

**NOW, THEREFORE**, to accomplish the foregoing, the Parties are filing this Memorandum of Lease Termination with the STB pursuant to 49 USC section 11301(a).

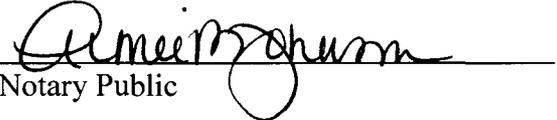
This Memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

**WELLS FARGO BANK NORTHWEST,  
NATIONAL ASSOCIATION**, not in its  
individual capacity but solely as Owner  
Trustee, Lessor

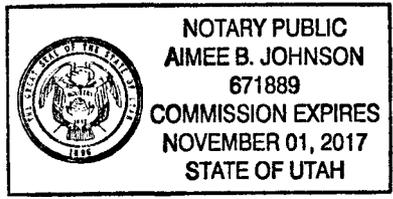
By:   
Name: **J. Brent Allen**  
Title: **Assistant Vice President**

STATE OF Utah )  
 ) SS.:  
COUNTY OF SALT LAKE )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me personally appeared  
J. Brent Allen, to me personally known, who, by me being duly sworn, says that he/she is  
~~Assistant Vice President~~ of WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION,  
and 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.

  
Notary Public

My commission expires 11-1-17



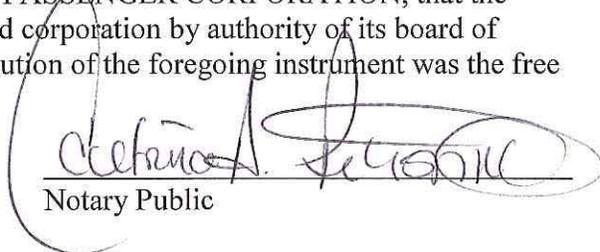
This Memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

**NATIONAL RAILROAD PASSENGER  
CORPORATION**

By:   
Name: *Michael P. McGee*  
Title: *SVP: Treasurer*

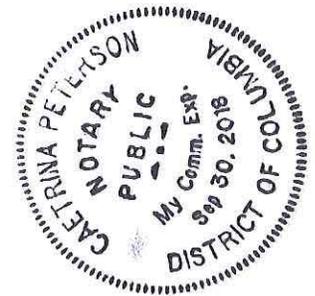
DISTRICT OF COLUMBIA )  
 ) SS.:

On this 2 day of December, 2016 before me personally appeared Michael McGee, to me personally known, who, by me being duly sworn, says that he/she is SVP + 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

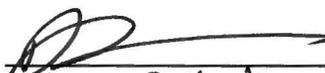
My commission expires

**My Commission Expires**  
**September 30, 2018**



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

**UNITED STATES OF AMERICA,  
REPRESENTED BY THE SECRETARY  
OF TRANSPORTATION, acting by and  
through the Executive Director of the  
Build America Bureau**

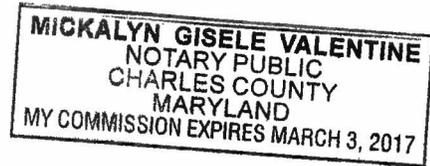
By:   
Name: Duane Corlender  
Title: Director, Credit

DISTRICT OF COLUMBIA )  
 ) SS.:

On this 21<sup>st</sup> day of November, 2014, before me personally appeared Duane Callender, to me personally known, who, by me being duly sworn, says that he/she is the Director, Credit of the BUILD AMERICA BUREAU, acknowledged to be a duly authorized officer/representative of the BUILD AMERICA BUREAU, and that, as such officer/representative, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

Mickaly Gisele Valentine 21 Nov 2014  
Notary Public

My commission expires 3/3/2017



DISTRICT OF COLUMBIA            )  
  ) SS.:

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me personally appeared \_\_\_\_\_, to me personally known, who, by me being duly sworn, says that he/she is the \_\_\_\_\_ of the BUILD AMERICA BUREAU, acknowledged to be a duly authorized officer/representative of the BUILD AMERICA BUREAU, and that, as such officer/representative, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

\_\_\_\_\_  
Notary Public

My commission expires

**EXHIBIT A  
TO  
MEMORANDUM OF LEASE TERMINATION  
DESCRIPTION OF EQUIPMENT**

Seventy (70) Siemens Industry Inc. Model ACS-64 Electric Locomotives:

<u>MANUFACTURER'S SERIAL NUMBER(S)</u>	<u>AMTRAK EQUIPMENT NUMBER(S)</u>
21814	AMTK 600
21813	AMTK 601
21815	AMTK 602
21816	AMTK 603
21817	AMTK 604
21818	AMTK 605
21819	AMTK 606
21820	AMTK 607
21821	AMTK 608
21822	AMTK 609
AMT001	AMTK 610
AMT002	AMTK 611
AMT003	AMTK 612
AMT004	AMTK 613
AMT005	AMTK 614
AMT006	AMTK 615
AMT007	AMTK 616
AMT008	AMTK 617
AMT009	AMTK 618
AMT010	AMTK 619
AMT011	AMTK 620
AMT012	AMTK 621
AMT013	AMTK 622
AMT014	AMTK 623
AMT015	AMTK 624
AMT016	AMTK 625
AMT017	AMTK 626
AMT018	AMTK 627
AMT019	AMTK 628
AMT021	AMTK 629
AMT020	AMTK 630
AMT022	AMTK 631

AMT023	AMTK 632
AMT025	AMTK 633
AMT024	AMTK 634
AMT029	AMTK 635
AMT031	AMTK 636
AMT032	AMTK 637
AMT034	AMTK 638
AMT035	AMTK 639
AMT038	AMTK 640
AMT037	AMTK 641
AMT040	AMTK 642
AMT041	AMTK 643
AMT042	AMTK 644
AMT039	AMTK 645
AMT043	AMTK 646
AMT044	AMTK 647
AMT045	AMTK 648
AMT030	AMTK 649
AMT046	AMTK 650
AMT047	AMTK 651
AMT051	AMTK 654
AMT050	AMTK 653
AMT049	AMTK 652
AMT052	AMTK 655
AMT048	AMTK 656
AMT055	AMTK 657
AMT056	AMTK 658
AMT028	AMTK 659
AMT058	AMTK 660
AMT036	AMTK 661
AMT053	AMTK 662
AMT054	AMTK 663
AMT059	AMTK 665
AMT027	AMTK 664
AMT026	AMTK 667
AMT060	AMTK 668
AMT033	AMTK 669
AMT057	AMTK 670

**CERTIFICATION**

I, Claire E. Murphy, an attorney licensed to practice in the State of New York and the State of New Jersey, 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: December 6, 2016

  
\_\_\_\_\_  
Claire E. Murphy