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RECORDATION NO. 23137-I FILED
September 30, 2013 02:59 PM
SURFACE TRANSPORTATION BOARD

September 27, 2013

Via FedEx

Office of Proceedings
Surface Transportation Board
395 E Street, SW
Washington, DC 20423

**Re: Recordation Submission: September 27, 2013 at 3:00 PM
Memorandum of Partial Lease and Indenture Termination**

Ladies and Gentlemen:

Pursuant to our electronic filing this afternoon, enclosed is a check in the amount of \$42.00.

- o This is a secondary filing under Recordation No. 23137.
- o The names and addresses of the parties are:

Amtrak/Lessee: National Railroad Passenger Corporation
60 Massachusetts Ave., NE
Washington, DC 20002

Amtrak 2000-SD-A Trust,
acting through Wilmington
Trust Company, as Trustee: Wilmington Trust Company
1100 North Market Street
Rodney Square North
Wilmington, DE 19801

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

- o This filing relates to AMTK 6902.

Kindly return stamped copies to the undersigned.

Should you have any questions or comments, please don't hesitate to contact me.

Very truly yours,



David P. Graybeal
Partner

Enclosure

MEMORANDUM OF PARTIAL LEASE AND INDENTURE TERMINATION, dated as of September 2, 2013, 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*"), AMTRAK 2000-SD-A TRUST, a Delaware statutory trust (the "*Trust*"), all of the activities of which are conducted by WILMINGTON TRUST COMPANY, a Delaware trust company, not in its individual capacity but solely as trustee for the Trust (the "*Owner Trustee*", which term, unless the context otherwise requires, includes the Trust) and MANUFACTURERS AND TRADERS TRUST COMPANY, a national banking association (as successor-in-interest to Allfirst Bank), 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, the Trust, as lessor, and Amtrak, as lessee, entered into that certain Lease of Railroad Equipment (Amtrak Trust 2000-SD-A), dated as of September 15, 2000 (the "*Lease*") and that certain Lease Supplement No. 1 (Amtrak Trust 2000-SD-A), dated September 29, 2000 ("*Lease Supplement No. 1*"), a memorandum of which was recorded with the Surface Transportation Board ("*STB*"), on September 29, 2000 at 4:18 p.m. under Recordation No. 23137 and deposited in the office of the Registrar General of Canada pursuant to §105 of the Canada Transportation Act on September 29, 2000 at 2:15 p.m., covering certain units of equipment as specified therein, including a Surfliner Cab/Baggage/Coach Car identified as AMTK 6902 (the "*Car*");

WHEREAS, the Trust and Indenture Trustee entered into that certain Trust Indenture and Security Agreement (Amtrak Trust 2000-SD-A), dated as of September 15, 2000 (the "*Indenture*") and that certain Indenture Supplement No. 1 (Amtrak Trust 2000-SD-A), dated September 29, 2000 ("*Indenture Supplement No. 1*"), a memorandum of which was recorded with the STB on September 29, 2000 at 4:32 p.m. under Recordation No. 23137-A and deposited in the office of the Registrar General of Canada pursuant to §105 of the Canada Transportation Act on September 29, 2000 at 2:16 p.m., covering certain units of equipment as specified therein, including the Car; and

WHEREAS, in 2006, (i) the Car suffered a Casualty Occurrence (as defined in the Lease), (ii) the applicable Aggregate Casualty Payment (as defined in the Lease) was paid in accordance with the Lease and applied in accordance with the Indenture, (iii) the Lease terminated with respect to the Car, (iv) the Car ceased to be subject to the Indenture, and (v) in accordance with the Lease, Amtrak retained possession of the Car, and all of Owner Trustee's rights in and to the Car passed to Amtrak, "as-is, where-is and with all faults" and without recourse or warranty, except as provide in the Lease;

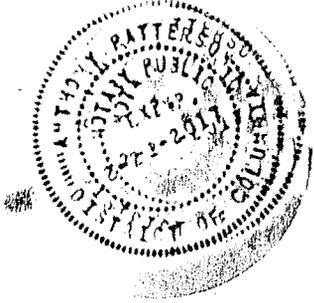
NOW, THEREFORE, to show for the public record such termination of the Lease and the Indenture solely with respect to the Car, the Parties are filing this Memorandum of Partial Lease and Indenture Termination with the STB pursuant to 49 USC Section 11301(a) and with the office of the Registrar General of Canada pursuant to §105 of the Canada Transportation Act.

DISTRICT OF COLUMBIA)
) SS.:
)

On this 27th day of September, 2013, 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:



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

On this 25 day of September, 2013, before me personally appeared JACQUELINE E. SOLONE, to me personally known, who, by me being duly sworn, says that 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 she acknowledged that the execution of the foregoing instrument was the free act and deed of said trust company.

Patricia A. Bradenburg

Notary Public

My commission expires:

PATRICIA A. BRADENBURG
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires 04-12-2015

