RECORDATION NO. 23139-B FILED

NOV 15 '00 9-59 AM

TS

SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD
ATTORNEYS AT LAW
1600 K STREET, NW
SUITE 200
WASHINGTON, D.C.
20006-2973

(202) 393-2266
FAX (202) 393-2156

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

OF COUNSEL
URBAN A. LESTER

November 13, 2000

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Re: Amtrak Trust HS-EDC-1

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) copies of an Assignment (Cession) dated as of November 15, 2000, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease which is being filed with the Board under Recordation Number 23139.

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

Assignor :	National Railroad Passenger Corporation 60 Massachusetts Avenue, N.E. Washington, D.C. 20002
Assignee:	Amtrak Trust HS-EDC-1 c/o Wilmington Trust Company 1100 North Market Street Wilmington, Delaware 19801
Indenture Trustee:	Allfirst Bank 25 South Charles Street Baltimore, MD 21202

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

One electric locomotive AMTK 654

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

Assignment (Cession) among National Railroad Passenger Corporation, Assignor, Amtrak Trust HS-EDC-1, Assignee, and Allfirst Bank, Indenture Trustee, covering one electric locomotive AMTK 654.

Also enclosed is a check in the amount of $26.00 payable to the order of the Surface Transportation Board covering the required recordation fee and cross indexing fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

Robert W. Alvord

RWA/anm
Enclosures

RECORDATION NO. 23139-B FILED

NOV 15 '00 9-59 AM

SURFACE TRANSPORTATION BOARD

ASSIGNMENT
(Cession)

THIS ASSIGNMENT (this "*Agreement*") dated as of November 15, 2000, between NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia, also known as Amtrak ("*Amtrak*"), and AMTRAK TRUST HS-EDC-1, a Delaware business trust (the "Trust") all of the activities of which shall be conducted by Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity but solely as trustee for the Trust ("*US Lessor*" which term, unless the context otherwise requires, shall include the Trust, and, in its individual capacity "*Trust Company*") under that certain Trust Agreement (Amtrak Trust HS-EDC-1) dated as of November 6, 2000 between the Owner Participant named therein ("*Owner Participant*") and the Trust Company, and ALLFIRST BANK, a Maryland banking corporation, as indenture trustee ("*Indenture Trustee*") under that certain Trust Indenture and Security Agreement (Amtrak Trust HS-EDC-1), dated as of November 6, 2000 between Indenture Trustee and US Lessor.

W I T N E S S E T H:

WHEREAS, Amtrak and SNC Fintrack Boree, a *société en nom collectif* established under the laws of France pursuant to Ordonnance N 67-821 of 23rd September, 1967 (the "*French Lessor*"), are parties to the Crédit-Bail Agreement, dated as of September 25, 2000 (the "*Crédit-Bail*"), providing for the lease to Amtrak of the railroad equipment described in Schedule A hereto (the "*Equipment*"); and

WHEREAS, Amtrak desires to assign all of its rights (but none of its obligations) as lessee under the Crédit-Bail to US Lessor and US Lessor desires to accept such assignment from Amtrak, as hereinafter set forth;

WHEREAS, simultaneously with the execution of this Agreement, Amtrak, French Lessor and US Lessor have entered into a Delegation dated of even date hereto, pursuant to which Amtrak delegates the French Lessor in favor of US Lessor, as Beneficiary, pursuant to the provisions of Articles 1275 et seq. of the French Civil Code for the performance by the French Lessor directly to US Lessor of its obligations expressly set forth in clause 21 of the Crédit-Bail;

WHEREAS, US Lessor and Indenture Trustee have entered into that certain Trust Indenture and Security Agreement pursuant to which US Lessor actually assigns to Indenture Trustee its rights hereunder;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

SECTION 1. DEFINITIONS

Capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Agreement, including the preceding recitals, have the respective meanings

specified therefor in the Crédit-Bail, and the rules of usage specified in the Crédit-Bail shall apply to this Agreement.

SECTION 2. ASSIGNMENT OF RIGHTS

(a) Amtrak does hereby assign and transfer unto US Lessor, its successors and assigns, (i) all of Amtrak's rights, title and interests, as lessee, under (x) the Crédit-Bail and in and to the Equipment (other than Amtrak's rights under clauses 4.5.1, 20.4, 20.6 and 21 (but only to the extent Amtrak's rights under clause 21 are subject to the Amtrak Delegation) of the Crédit-Bail (which rights are retained by Amtrak in full and are not subject to this Agreement, but without prejudice to the rights of US Lessor under the Amtrak Delegation, the First Priority Lien, the Escrow Agreement and the Bill of Sale escrowed thereunder)), (y) the First Priority Lien and (z) the Escrow Agreement, but (ii) none of its obligations under the Crédit-Bail, the First Priority Lien or the Escrow Agreement. US Lessor hereby accepts the foregoing assignment subject to the terms hereof. Amtrak has furnished to US Lessor a true, correct and complete copy of the Crédit-Bail, First Priority Lien and Escrow Agreement.

(b) US Lessor hereby appoints each of Indenture Trustee and Amtrak, as its agent, for the sole purpose of giving, and with full and independent power to give, the notice of the exercise of the purchase option under clause 4 of the Crédit-Bail; it being understood, for the avoidance of any doubt, that each of Indenture Trustee, US Lessor and Amtrak have the right, independently of the other, to give the French Lessor and the Escrow Agent (as defined in the Escrow Agreement) notice of the exercise of such purchase option.

(c) Amtrak, US Lessor and Indenture Trustee agree that upon the giving of any notice of termination or any termination of the Crédit-Bail (including but not limited to any notice or termination pursuant to clauses 4.1, 4.2.1, 4.3, 14.4, 16.3, 19.2, 20.2, 20.4, 20.6 or 20.7 of the Crédit-Bail), the "Title Transfer Provisions" of clause 21 of the Crédit-Bail shall operate, as contemplated by the Amtrak Delegation and this Agreement, in favor of US Lessor and shall be effective whether or not Amtrak or any other person shall have performed any obligation or breached any provision under the Crédit-Bail or any other Relevant Document.

SECTION 3. RETAINED LIABILITY OF AMTRAK

It is expressly agreed that, anything herein contained to the contrary notwithstanding: (a) Amtrak shall at all times remain liable to the French Lessor under the Crédit-Bail to perform all duties and obligations of "Lessee" or "Amtrak" thereunder to the same extent as if this Agreement had not been executed, (b) the exercise of any of the rights assigned hereunder shall not release Amtrak from any of its duties or obligations to the French Lessor under the Crédit-Bail and the other Relevant Documents and (c) none of US Lessor or any US Lease Party shall have any obligation or liability under the Crédit-Bail by reason of or arising out of this Agreement or be obligated to perform any of the obligations or duties of Amtrak under the Crédit-Bail and the other Relevant Documents.

SECTION 4. FURTHER ASSURANCES

Each party agrees that at any time and from time to time upon the written request of the other party that such party will, at Amtrak's cost and expense, promptly and duly execute

and deliver any and all such further instruments and documents and take such further action as the other party may reasonably request in order to obtain the full benefits of this Agreement and of the rights and powers herein granted.

SECTION 5. REPRESENTATIONS AND WARRANTIES

Amtrak does hereby represent and warrant that: (i) the Crédit-Bail has been duly authorized, executed and delivered by Amtrak, is in full force and effect and constitutes the legal, valid and binding obligation of Amtrak, enforceable against Amtrak in accordance with its terms; and (ii) no Relevant Event has occurred and is continuing under the Crédit-Bail. Amtrak does hereby further represent and warrant that Amtrak has, with the authorized execution of the Consent and Agreement attached hereto, received all necessary consents to the assignment and transfer contemplated herein and that such consents are in full force and effect and it further represents and warrants that it has not assigned or pledged, and hereby covenants that it will not assign or pledge so long as this Agreement shall remain in effect, the whole or any part of the rights hereby assigned, or any of its rights with respect to the Equipment, to anyone other than US Lessor.

SECTION 6. AMENDMENTS, ETC.

Amtrak and US Lessor agree that they will not enter into any agreement with the French Lessor that would amend or modify the Crédit-Bail in respect of any rights assigned herein without the prior written consent of the other.

SECTION 7. LIABILITY OF US LESSOR

It is expressly agreed, anything herein to the contrary notwithstanding, that each and all of the undertakings and agreements herein made on the part of US Lessor are made and intended not as personal undertakings and agreements by Trust Company or for the purpose or with the intention of binding Trust Company personally, but are made solely as the representations, warranties, covenants, undertakings and agreements of the Trust and are intended for the purpose of binding only the Trust Estate, and this Agreement is executed and delivered by Trust Company not in its own right but solely in the exercise of the powers expressly conferred upon it as trustee under the Trust Agreement; and no personal liability or personal responsibility, except in the case of willful misconduct or on behalf of the Trust gross negligence of Trust Company (other than with respect to the handling of funds, in which case Trust Company shall be accountable for its failure to exercise ordinary care in the handling of funds actually received by it), is assumed by or shall at any time be asserted or enforceable against Trust Company on account of this Agreement or on account of any undertaking or agreement of Trust Company, either expressed or implied herein, all such personal liability, if any, being expressly waived and released by Amtrak and by all persons claiming by, through or under it, and that all recourse against Trust Company or Owner Participant under this Agreement shall be limited to the Trust Estate (as defined in the Trust Agreement).

SECTION 8. GOVERNING LAW

The terms of this Agreement and all rights and obligations hereunder shall be governed by the laws of France. The parties hereto incorporate herein clauses 25.2, 25.3 and

25.4 of the Crédit-Bail, with all references therein to "this Agreement" being references to this Agreement.

SECTION 9. SUCCESSORS AND ASSIGNS

All the rights and privileges of the parties hereto will benefit their successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

AMTRAK

NATIONAL RAILROAD PASSENGER CORPORATION

By: Arlene Fisher
Name:
Title:

US LESSOR

AMTRAK TRUST HS-EDC-1

By: Wilmington Trust Company,
not in its individual capacity, but solely as trustee, as US Lessor

By: _____
Name:
Title:

INDENTURE TRUSTEE

ALLFIRST BANK,
as Indenture Trustee

By: _____
Name:
Title:

)
DISTRICT OF COLUMBIA) ss
)

On this 25th day of October, 2000, before me personally appeared Arlene Friner, to me personally known, who being by me duly sworn, says that she is the Chief Financial Officer of NATIONAL RAILROAD PASSENGER CORPORATION, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and she acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

Anita L. Martin
Notary Public

My Commission Expires: April 14, 2002

NY #362729 v2

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

AMTRAK

NATIONAL RAILROAD PASSENGER
CORPORATION

By: _____
Name:
Title:

US LESSOR

AMTRAK TRUST HS-EDC-1

By: Wilmington Trust Company,
not in its individual capacity, but solely as
trustee, as US Lessor

By: _____
Name:
Title:

INDENTURE TRUSTEE

ALLFIRST BANK,
as Indenture Trustee

By: _____
Name: ROBERT D. BROWN
Title: VICE PRESIDENT

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

On this 26th day of October, 2000, before me personally appeared Robert D. Brown, to me personally known, who, by me being duly sworn, says that he/she is Vice President of Allfirst Bank, and that the foregoing instrument was signed on behalf of said Maryland 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 corporation.

Deborah K. Bailey
Notary Public

My commission expires: 4/13/02

NY #362729 v2

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

AMTRAK

NATIONAL RAILROAD PASSENGER
CORPORATION

By: _____
Name:
Title:

US LESSOR

AMTRAK TRUST HS-EDC-1

By: Wilmington Trust Company,
not in its individual capacity, but solely as
trustee, as US Lessor

By: _____
Name:
Title: *W. CHRIS SPONENBERG*
ASSISTANT VICE PRESIDENT

INDENTURE TRUSTEE

ALLFIRST BANK,
as Indenture Trustee

By: _____
Name:
Title:

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

On this 30th day of October, 2000, before me personally appeared W. CHRIS SPONENBERG personally known, who, by me being duly sworn, says that he/she is ASSISTANT VICE PRESIDENT of WILMINGTON TRUST COMPANY, that said instrument was signed on behalf of said Wilmington Trust Company, as trustee on behalf of AMTRAK TRUST HS-EDC-1, by authority of Wilmington Trust Company's Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said Wilmington Trust Company.

Leigh Emmi
Notary Public

LEIGH EMMI
NOTARY PUBLIC
My Commission Expires August 1, 2002

My commission expires: _____

NY #362729 v2

SCHEDULE A

EQUIPMENT

Description	Amtrak Equipment Numbers
One (1) Dual Cab, High Horsepower Electric Locomotive manufactured by Bombardier Corporation and Alstom Transportation Inc.	AMTK 654