

RECORDATION NO. 21047-F FILED

DEC 27 '00 3:04 PM

**SURFACE TRANSPORTATION BOARD**

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OF COUNSEL  
URBAN A. LESTER

December 27, 2000

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

Re: Amtrak Trust HS-EDC-2

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Termination and Release dated as of December 15, 2000, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement which was previously filed with the Board under Recordation Number 21047.

The name and address of the party to the enclosed document are:

Secured Party : Export Development Corporation  
151 O'Connor Street  
Ottawa, Canada K1A 1K3

[Debtor: National Railroad Passenger Corporation]

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

One electric locomotive AMTK 663

Mr. Vernon A. Williams  
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A short summary of the document to appear in the index follows:

Termination and Release of Lien by Export Development Corporation  
on behalf of National Railroad Passenger Corporation, covering one  
electric locomotive AMTK 663.

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

**TERMINATION AND RELEASE**  
**(AMTRAK TRUST HS-EDC-2)**

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SURFACE TRANSPORTATION BOARD

This TERMINATION AND RELEASE (AMTRAK TRUST HS-EDC-2) dated as of December 15, 2000 (the "*Termination Agreement*") is made by EXPORT DEVELOPMENT CORPORATION, Place Export Canada, 151 O'Connor Street, Ottawa, Ontario, Canada K1A 1K3 (hereinafter "*EDC*").

**WITNESSETH:**

WHEREAS, National Railroad Passenger Corporation ("*Amtrak*"), MBK Rail Finance Corporation, and EDC entered into that certain Loan Agreement, dated as of December 2, 1997 (as amended, modified or supplemented from time to time, the "*1997 Loan Agreement*"), pursuant to which MBK Rail Finance Corporation loaned funds to Amtrak for the purpose of acquiring those passenger rail cars identified on Annex A hereto (collectively, the "*1997 Mortgaged Rail Cars*");

WHEREAS, Amtrak and EDC entered into that certain Security Agreement (Mortgage), dated as of December 2, 1997 (as amended, modified or supplemented from time to time, the "*1997 Security Agreement*"), that was recorded with the Surface Transportation Board (f/k/a the Interstate Commerce Commission) on December 9, 1997 at 10:35 a.m. under Recordation No. 21047, pursuant to which Amtrak granted to EDC a security interest in the 1997 Mortgaged Rail Cars;

WHEREAS, on the date hereof, AMTRAK TRUST HS-EDC-2, 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 ("*Owner Trustee*", which term, unless the context otherwise requires, shall include the Trust), under that certain Trust Agreement (AMTRAK TRUST HS-EDC-2) dated as of December 15, 2000 has made arrangements satisfactory to Amtrak and EDC for the purchase of the Mortgaged Rail Cars;

WHEREAS, on the date hereof, Amtrak has delivered to Owner Trustee, against receipt of the purchase price therefor, an Amtrak Bill of Sale (AMTRAK TRUST HS-EDC-2) with respect to the Mortgaged Rail Cars.

NOW, THEREFORE, EDC agrees as follows:

Section 1. Termination and Release of the Mortgaged Rail Cars. All right, title and interest of EDC in and to the Mortgaged Rail Cars, arising from and through the 1997 Security Agreement, is hereby terminated and released.

Section 2. Further Assurances. EDC hereby agrees to execute and deliver to Owner Trustee, at Owner Trustee's cost and expense, such additional instruments, notices, or releases as Owner Trustee may reasonably request to effectuate the foregoing provisions of this Termination and Release.

Section 3. Representations and Warranties. EDC represents and warrants that this Termination Agreement constitutes the legal and valid obligation of EDC, enforceable against EDC in accordance with its terms, and EDC has full authority to terminate and release all of its right, title and interest in and to the Mortgaged Rail Cars.

IN WITNESS WHEREOF, EDC has caused this Termination and Release to be duly executed by its duly authorized representative as of the day and year first above written.

EXPORT DEVELOPMENT CORPORATION,  
as Collateral Agent

By:   
Name: SEAN MITCHELL  
Title: FINANCIAL SERVICES MANAGER

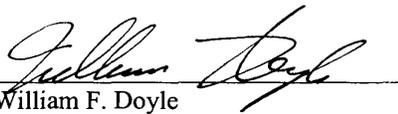
By:   
Name: Chris Timbrell  
Title: Financial Services Manager

**NOTARIAL CERTIFICATE OF AFFIDAVIT OF EXECUTION**

I, William F. Doyle, a notary public in and for the Province of Ontario, Canada, duly appointed, commissioned and sworn, and practicing at 151 O'Connor Street, in the City of Ottawa, in the Province of Ontario, DO HEREBY CERTIFY that:

1. the attached instrument was duly executed on behalf of Export Development Corporation by Sean Mitchell, Financial Services Manager and Chris Timbrell, Financial Services Manager of the Export Development Corporation at 151 O'Connor Street, Ottawa, Ontario, Canada; and
2. I know the said Sean Mitchell and Chris Timbrell personally and attest that Sean Mitchell and Chris Timbrell are both Financial Services Managers of the Export Development Corporation and that the signature "Sean Mitchell" on the instrument attached hereto is in the proper handwriting of Sean Mitchell and that the signature "Chris Timbrell" on the instrument attached hereto is in the proper handwriting of Chris Timbrell and that Sean Mitchell and Chris Timbrell are duly authorized to sign the attached instrument on behalf of the Corporation.

IN TESTIMONY of which I have subscribed my name and affixed my notarial seal at the City of Ottawa, Province of Ontario, this ~~5th~~ day of December, 2000.



William F. Doyle

A Notary Public in and for the Province of Ontario  
My commission does not expire

DESCRIPTION OF UNITS-LOCOMOTIVE

<u>Equipment Type</u>	<u>Amtrak Equipment Numbers</u>
One (1) Dual Cab, High Horsepower Electric Locomotive:	
Locomotive	AMTK 663