

RECORDATION NO. 21605-3 FILED

JUL 22 '04 3-32 PM

SURFACE TRANSPORTATION BOARD

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

July 22, 2004

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

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 (Amtrak HS-EDC-3), dated as of June 24, 2004, 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 filed with the Board under Recordation Number 21605.

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

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

[Debtor: National Railroad Passenger  
Corporation  
60 Massachusetts Avenue, N.E.  
Washington, D.C. 20002]

Mr. Vernon A. Williams  
July 22, 2004  
Page Two

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

High-Speed Trainset Number 3 bearing AMTK reporting marks and road numbers attached hereto.

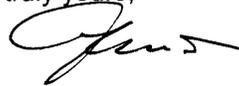
A short summary of the document to appear in the index is:

Termination and Release

Also enclosed is a check in the amount of \$30.00 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,



Robert W. Alvord

RWA/anm  
Enclosures

RECORDATION NO.

21605-B  
FILED

**TERMINATION AND RELEASE  
(AMTRAK TRUST HS-EDC-3)**

**JUL 22 '04 3:32 PM**

**SURFACE TRANSPORTATION BOARD**

This TERMINATION AND RELEASE (AMTRAK TRUST HS-EDC-3) dated as of June 24, 2004 (the "*Termination Agreement*") is made by EXPORT DEVELOPMENT CANADA (formerly known as Export Development Corporation), 151 O'Connor Street, Ottawa, Ontario, Canada K1A 1K3 (hereinafter "*EDC*").

**WITNESSETH:**

WHEREAS, National Railroad Passenger Corporation ("*Amtrak*") and EDC entered into that certain Loan Agreement, dated as of August 28, 1998 (as amended, modified or supplemented from time to time, the "*1998 Loan Agreement*"), pursuant to which EDC loaned funds to Amtrak for the purpose of acquiring those passenger rail cars identified on Annex A hereto (collectively, the "*1998 Mortgaged Rail Cars*");

WHEREAS, Amtrak and EDC entered into that certain Security Agreement (Mortgage), dated as of August 28, 1998 (as amended, modified or supplemented from time to time, the "*1998 Security Agreement*"), that was recorded with the Surface Transportation Board (f/k/a the Interstate Commerce Commission) on August 28, 1998 at 2:20 p.m. under Recordation No. 21605, pursuant to which Amtrak granted to EDC a security interest in the 1998 Mortgaged Rail Cars;

WHEREAS, on the date hereof, Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity but solely as owner trustee ("*Owner Trustee*"), under that certain Trust Agreement (Amtrak Trust HS-EDC-3) dated as of November 1, 2000 has made arrangements satisfactory to Amtrak and EDC for the purchase of the 1998 Mortgaged Rail Cars;

WHEREAS, on the date hereof, Amtrak has delivered to the Owner Trustee, against receipt of the purchase price therefor, a bill of sale with respect to the 1998 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 1998 Mortgaged Rail Cars, arising from and through the 1998 Security Agreement, is hereby terminated and released.

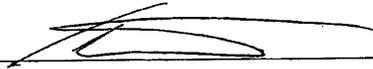
Section 2. Further Assurances. EDC hereby agrees to execute and deliver to Owner Trustee, at Owner Trustee's cost and expense, such additional instruments, notices, or releases as Owner Trustee may reasonably request to effectuate the foregoing provisions of this Termination and Release.

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 1998 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 CANADA  
(formerly known as Export Development Corporation),  
as Collateral Agent

By:   
Name: **Colleen Lalonde**  
Title: **Financial Services Manager**

By:   
Name: \_\_\_\_\_  
Title: **Peter Johnston**  
**Financial Services Manager**

Province of Ontario            )  
  )    SS.:  
CANADA                            )

On this, the 16<sup>th</sup> day of June, 2004, before me, a Notary Public, personally appeared Colleen Lalonde and Peter Johnston, who being by me duly sworn say that they are Financial Services Managers of EXPORT DEVELOPMENT CANADA (formerly known as Export Development Corporation), that said instrument was signed on June 16, 2004 on behalf of said corporation by authority of its Board of Directors, and they acknowledge that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



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Norman Grant Bayne  
Notary Public  
My Commission does not expire

DESCRIPTION OF UNITS

(AMTRAK TRUST HS-EDC-3)

<u>Equipment Type</u>	<u>Amtrak Equipment Numbers</u>
High-Speed Trainset Number 3 manufactured by Bombardier Corporation and Alstom Transportation Inc., consisting of:	
Two (2) Power Cars	AMTK 2000 AMTK 2002
One (1) First Class Car	AMTK 3206
Three (3) Coach Cars	AMTK 3504 AMTK 3506 AMTK 3520
One (1) Bistro Car	AMTK 3303
One (1) End Coach Car	AMTK 3402

**CERTIFICATION**

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, 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: \_\_\_\_\_

7/22/04



\_\_\_\_\_  
Robert W. Alvord