



RECORDATION NO 25405-B FILED

OCT 29 '08

4:27 PM

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October 29, 2008

**Via E-Filing**

Anne K. Quinlan, Esq.  
Acting Secretary  
Surface Transportation Board  
395 "E" Street, S.W.  
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

Enclosed for electronic filing and recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) is an executed copy of the Termination and Release of Loan and Security Agreement and Assignment of Rents and Lessor's Interest in Leases, dated as of October 27, 2008 (the "Termination") by Bank of America, N.A. (successor to LaSalle Bank National Association), which Termination is a secondary document as defined in the Surface Transportation Board's Rules for the Recordation of Documents. The enclosed Termination relates to that certain Memorandum of Loan and Security Agreement, dated as of December 29, 2004, between LaSalle Bank National Association and Railpower Hybrid Technologies Corp., which was filed with the Surface Transportation Board on January 12, 2005 and assigned recordation number 25405, and that certain Memorandum of Assignment of Rents and Lessor's Interest in Leases dated as of December 29, 2004 between LaSalle Bank National Association and Railpower Hybrid Technologies Corp., which was filed with the Surface Transportation Board on January 12, 2005 and assigned recordation number 25405-A.

The name and address of the party to the enclosed Termination is:

Secured Party: Robert W. Hart,  
Senior Vice President  
Bank of America  
135 S. LaSalle Street  
Chicago, IL 60603

A description of the locomotives covered by the enclosed document is set forth in Schedule A to the Termination.



Anne K. Quinlan, Esq.  
October 29, 2008  
Page 2

The required recordation fee of \$41.00 is being paid to the Surface Transportation Board by charge to our firm account.

Kindly return a file-stamped copy of the Termination and this letter to Susan G. Lichtenfeld at DLA Piper LLP (US), 203 North LaSalle Street, Suite 1900, Chicago, Illinois 60601.

Following is a short summary of the enclosed document:

Secondary Document to be Recorded

Termination and Release of Loan and Security Agreement and Assignment of Rents and Lessor's Interest in Leases, dated as of October 27, 2008, by Bank of America, N.A. (successor to LaSalle Bank National Association).

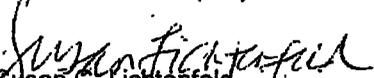
Documents to which the Secondary Document Relates

Memorandum of Loan and Security Agreement, dated as of December 29, 2004, between LaSalle Bank National Association and Railpower Hybrid Technologies Corp., which was filed with the Surface Transportation Board on January 12, 2005 and assigned recordation number 25405.

Memorandum of Assignment of Rents and Lessor's Interest in Leases dated as of December 29, 2004 between LaSalle Bank National Association and Railpower Hybrid Technologies Corp., which was filed with the Surface Transportation Board on January 12, 2005 and assigned recordation number 25405-A.

Sincerely,

DLA PIPER LLP (US)

  
Susan G. Lichtenfeld

SGL/rc  
Enclosures

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**TERMINATION AND RELEASE**  
**OF**  
**LOAN AND SECURITY AGREEMENT AND**  
**ASSIGNMENT OF RENTS AND LESSOR'S INTEREST IN LEASES**

SURFACE TRANSPORTATION BOARD

THIS TERMINATION AND RELEASE is made as of October 27, 2008 by Bank of America, N.A. (successor to LaSalle Bank National Association) (the "Lender").

**RECITALS**

A. LaSalle Bank National Association ("LaSalle") (which was merged into the Lender) and Railpower Hybrid Technologies Corp. (the "Borrower") entered into a Loan and Security Agreement dated as of December 29, 2004 (the "Loan Agreement"), under which the Borrower granted to LaSalle a first priority security interest in the locomotives identified on Schedule A hereto (the "Locomotives").

B. To evidence the Loan Agreement, a Memorandum of Loan and Security Agreement dated as of December 29, 2004 between LaSalle and the Borrower was filed with the Surface Transportation Board ("STB") on January 12, 2005 and assigned recordation number 25405.

C. LaSalle and the Borrower entered into an Assignment of Rents and Lessor's Interest in Leases dated as of December 29, 2004 (the "Assignment"), under which the Borrower assigned to LaSalle all of the Borrower's right, title and interest in the rents, issues and profits of the Locomotives and the Borrower's right, title and interest in any lease of the Locomotives (collectively, the "Collateral").

D. To evidence the Assignment, a Memorandum of Assignment of Rents and Lessor's Interest in Leases dated as of December 29, 2004 between LaSalle and the Borrower was filed with the STB on January 12, 2005 and assigned recordation number 25405-A.

E. The Borrower has performed and discharged all of its obligations under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender agrees and acknowledges as follows:

**TERMINATION AND RELEASE**

The Lender hereby agrees and acknowledges that, as of the date first above written, (i) the Loan Agreement and the Assignment are hereby terminated, (ii) any and all security interests, right, title and interest of the Lender in and to the Locomotives and the

Collateral are hereby released and discharged; and (iii) the Borrower is released and discharged from and under the Loan Agreement and the Assignment.

IN WITNESS WHEREOF, the Lender has caused this Termination and Release to be executed as of the date first above written.

*I certify that I hold the title set forth below, that this instrument was duly authorized and signed on behalf of the Lender by authority of its Board of Directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Lender. I further declare under penalty of perjury that the foregoing is true and correct.*

BANK OF AMERICA, N.A. (successor to  
LaSalle Bank National Association), as Lender

By   
Robert W. Han  
Its: Senior Vice President

SCHEDULE A

LOCOMOTIVES

RPRX 2401

RPRX 2402

RPRX 2403

RPRX 2404

LPY 2004

RPRX 2405