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**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

March 20, 2001

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 of Lien (Amtrak Trust HS-ECD-3), dated as of March 21, 2001, 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 Commission under Recordation Number 6690-MMMM.

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

Federal Railroad Administration  
400 Seventh Street, S.W.  
Washington, D.C. 20590

National Railroad Passenger Corporation  
60 Massachusetts Avenue, N.E.  
Washington, D.C. 20002

Amtrak Trust HS-EDC-3  
c/o Wilmington Trust Company  
1100 North Market Street  
Wilmington, Delaware 19801

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Mr. Vernon A. Williams

March 20, 2001

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

One (1) electric locomotive, AMTK 657; two (2) power cars, AMTK 2035 and 2039; one (1) first class car, AMTK 3219; three coach cars, AMTK 3542, 3544 and 3547; one bistro car, AMTK 3307; and one(1) end coach car, AMTK 3415.

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

Termination and Release of Lien by the Federal Railroad Administration, covering one (1) electric locomotive, AMTK 657; two (2) power cars, AMTK 2035 and 2039; one (1) first class car, AMTK 3219; three coach cars, AMTK 3542, 3544 and 3547; one bistro car, AMTK 3307; and one(1) end coach car, AMTK 3415.

Also enclosed is a check in the amount of \$27.00 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/bjg  
Enclosures

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

MAR 21 '01

11-39 AM

**SURFACE TRANSPORTATION BOARD**

THIS TERMINATION AND RELEASE OF LIEN (AMTRAK TRUST HS-EDC-3) dated as of March 21, 2001 (this "Agreement"), is among the Administrator of the Federal Railroad Administration of the United States Department of Transportation (the "Administrator"), acting (unless otherwise specified herein) on behalf of and as the delegate of the Secretary of the Department of Transportation (the "Secretary"), the National Railroad Passenger Corporation ("Amtrak") and Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity but solely as trustee (the "Owner Trustee").

WHEREAS, pursuant to a Security Agreement dated October 5, 1983, between the Administrator and Amtrak (the "FRA Security Agreement"), Amtrak assigned to the Administrator all of its right, title and interest to certain rolling stock, including rolling stock acquired after the date of the FRA Security Agreement, subject to the terms and provisions of the FRA Security Agreement;

WHEREAS, as set forth in that certain Participation Agreement (Amtrak Trust HS-EDC-3) dated as of November 1, 2000, among Amtrak, the Owner Participant named therein, Export Development Corporation, as Loan Participant, Allfirst Bank, not in its individual capacity, but solely as Indenture Trustee, and Wilmington Trust Company, not in its individual capacity, except as otherwise expressly provided therein, but solely as Owner Trustee (as amended, supplemented or otherwise modified from time to time, the "Participation Agreement"), Amtrak will, with respect to the units of rolling stock identified in Schedule I hereto (together with any replacements and substitutes therefor, the "Equipment"), sell, transfer and assign all of its right, title and interest in and to the Equipment and the French Leasehold Interest pursuant to the Assignment (Cession), to Owner Trustee and will leaseback such Equipment from Owner Trustee pursuant to that certain Lease of Railroad Equipment (Amtrak Trust HS-EDC-3) dated as of November 1, 2000, between Amtrak and Owner Trustee;

NOW, THEREFORE, in order to induce, and in consideration of, Owner Trustee entering into the transactions contemplated by the Participation Agreement, the parties hereto agree as follows:

1. All right, title and interest of the Administrator in and to the Equipment (including the French Leasehold Interest) is hereby terminated and released.
2. The Administrator represents and warrants that (a) neither the execution nor delivery of this Agreement nor fulfillment nor compliance with the terms and provisions hereof will conflict with, or result in a breach of the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which it, the Secretary or the United States Government is now subject, (b) this Agreement constitutes the legal and valid obligation and contract of the Administrator and the Secretary, enforceable against the Administrator and the Secretary in accordance with its terms, and (c) she has full authority to terminate and release all of its right, title and interest in and to the Equipment.
3. This Agreement may be amended only by an agreement in writing signed

by the parties hereto and shall specifically refer to itself as an amendment thereto. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

4. Nothing in this Agreement affects any priority which may be claimed by Owner Trustee by operation of law including, but not limited to, title 49 U.S.C. § 11301, the Uniform Commercial Code, and other applicable state and federal law.

5. Amtrak hereby consents and agrees to the terms of the foregoing.

6. Owner Trustee represents and warrants that the entering into and the performance of the terms of this Agreement are within its corporate powers and have been duly authorized by all necessary corporate actions, and are not in violation of any law, statute, regulation or decree.

7. Capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Agreement have the respective meanings specified therefor in Annex A to the Participation Agreement.

[signature pages follow on next page]

IN WITNESS WHEREOF, the undersigned duly authorized officers of the parties hereto have executed this Agreement.

FEDERAL RAILROAD ADMINISTRATION

By: S. Mark Lindsey  
Name: S. Mark Lindsey  
Title: Acting Deputy Administrator

NATIONAL RAILROAD PASSENGER CORPORATION

By: \_\_\_\_\_  
Name: Dale M. Stein  
Title: Treasurer

WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as Owner Trustee

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the undersigned duly authorized officers of the parties hereto have executed this Agreement.

FEDERAL RAILROAD ADMINISTRATION

By: \_\_\_\_\_  
Name:  
Title:

NATIONAL RAILROAD PASSENGER CORPORATION

By: Dale M. Stein  
Name: Dale M. Stein  
Title: Treasurer

WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as Owner Trustee

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the undersigned duly authorized officers of the parties hereto have executed this Agreement.

FEDERAL RAILROAD ADMINISTRATION

By: \_\_\_\_\_  
Name:  
Title:

NATIONAL RAILROAD PASSENGER CORPORATION

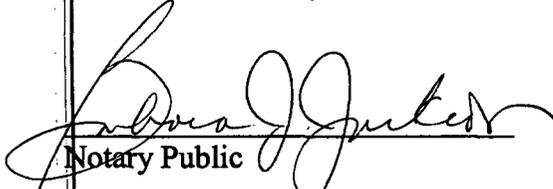
By: \_\_\_\_\_  
Name: Dale M. Stein  
Title: Treasurer

WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as Owner Trustee

By: \_\_\_\_\_  
Name: Roseline K. Muncy  
Title: Assistant Vice President

DISTRICT OF )  
 ) ss  
COLUMBIA )

On this 15<sup>th</sup> day of March, 2001, before me personally appeared Sylvan R. Lindsey, to me personally known, who being by me duly sworn, says that he/she is the Acting Deputy Administrator of the FEDERAL RAILROAD ADMINISTRATION, who acknowledged himself/herself to be a duly authorized officer of the FEDERAL RAILROAD ADMINISTRATION, and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

  
Notary Public

My Commission Expires: Oct. 31, 2004

DISTRICT OF )  
 ) ss  
COLUMBIA )

On this 12 day of March, 2001, before me personally appeared Dale M. Stein, to me personally known, who being by me duly sworn, says that he/she is the Treasurer of NATIONAL RAILROAD PASSENGER CORPORATION, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

My Commission Expires: 2/14/05

STATE OF DELAWARE )  
 ) ss  
COUNTY OF NEW CASTLE )

On this 9th day of March, 2001, before me personally appeared Robert H. Menz, to me personally known, who being by me duly sworn, says that he/she is the Asst. Vice President of WILMINGTON TRUST COMPANY, that said instrument was signed on behalf of said Delaware banking corporation by authority of its Board of Directors, and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of Wilmington Trust Company.

Patricia W. Zink  
Notary Public

**PATRICIA W. ZINK**  
**NOTARY PUBLIC**

My Commission Expires: My Commission Expires July 12, 2001

SCHEDULE I TO TERMINATION  
AND RELEASE OF LIEN

**DESCRIPTION OF UNITS LOCOMOTIVE AND TRAINSET**

**AMTRAK TRUST HS-EDC-3**

<b><u>Equipment Type</u></b>	<b><u>Amtrak Equipment Numbers</u></b>
One (1) Dual Cab, High Horsepower Electric Locomotive	AMTK 657
High-Speed Trainset Number 9 manufactured by Bombardier Corporation and Alstom Transportation Inc., consisting of:	
Two (2) Power Cars	AMTK 2039 AMTK 2035
One (1) First Class Car	AMTK 3219
Three (3) Coach Cars	AMTK 3544 AMTK 3542 AMTK 3547
One (1) Bistro Car	AMTK 3307
One (1) End Coach Car	AMTK 3415