National Railroad Passenger Corporation, 60 Massachusetts Avenue, N.E., Washington, D.C. 20002 Telephone (202) 383-3000

9-268A044

Amtrak®

September 25, 1989

RECORDATION NO 15701-A FILED 1425

SEP 25 1989

INTERSTATE COMMERCE COMMISSION

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

Dear Ms. McGee:

I have enclosed three originals of the documents described below to be recorded pursuant to Section 11303 of Title 49 of the United States Code. These documents are:

1. Security Agreement (Mortgage) Supplement dated as of July 15, 1989, a secondary document which supplements the Security Agreement (Mortgage) ("Security Agreement") dated as of June 30, 1988, between Export Development Corporation ("EDC") and the National Railroad Passenger Corporation ("Amtrak"), which was filed under Recordation No. 15701.

2. Confirmatory Supplement dated as of September 25, 1989, a secondary document which supplements the Security Agreement filed under Recordation No. 15701.

3. Lease of Railroad Equipment dated as of July 15, 1989, a primary document which includes the Lease Supplement No. 1 dated as of September 25, 1989.

4. Lessee Security Agreement (Mortgage) dated as of July 15, 1989, a primary document which includes the Lessee Security Agreement Supplement No. 1 dated as of September 25, 1989.

5. Sublease of Railroad Equipment dated as of July 15, 1989, a primary document which includes the Sublease Supplement No. 1 dated as of September 25, 1989.

6. Trust Indenture and Security Agreement (Mortgage) ("Trust Indenture") dated as of July 15, 1989, a primary document which includes the Indenture Supplement No. 1 dated as of September 25, 1989.

7. FRA Subordinated Security Agreement dated as of September 1, 1989, a primary document.

8. Cure Rights Agreement dated as of September 1, 1989, a primary document.

Amtrak requests that all of the documents listed herein, whether primary or secondary, be filed under Recordation No. 15701.

Counterpart William H. Erbelen

The parties to the above-listed documents include the following:

1 and 2. the Security Agreement (Mortgage) Supplement and the Confirmatory Supplement: EDC as mortgagee and Amtrak as mortgagor.

3, 4 and 5. the Lease of Railroad Equipment, the Lessee Security Agreement (Mortgage), Sublease of Railroad Equipment, and Supplements No. 1 thereto: Amtrak as, respectively, lessor, mortgagor, and sublessee; Wilmington Trust Company ("Owner Trustee") as, respectively, lessee, mortgagee, and sublessor.

6. the Trust Indenture and the Supplement No. 1 thereto: Owner Trustee as mortgagor and The Connecticut National Bank ("Indenture Trustee") as mortgagee. Amtrak is a consenting party to the Trust Indenture.

7. the FRA Subordinated Security Agreement: Amtrak as mortgagor and the Federal Railroad Administrator as mortgagee.

8. the Cure Rights Agreement: Owner Trustee as sublessor and mortgagee, Indenture Trustee as mortgagee, and EDC as a consenting party.

The addresses of the parties are:

The Connecticut National Bank
777 Main Street
Hartford, Connecticut 06115
Attention: Corporate Trust Administration

Export Development Corporation
Place Export Canada
151 O'Connor Street
P.O. Box 655
Ottawa, Canada K1P 5T9

Federal Railroad Administrator
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
Attention: Corporate Secretary

Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19890
Attention: Corporate Trust Administration

The railway equipment covered by the primary documents listed above and the Security Agreement (Mortgage) Supplement consists of eighty-six (86) intercity passenger coaches bearing Amtrak road numbers 54000 to 54071, inclusive, and 54500 to 54413, inclusive, and eighteen (18) food service cars bearing Amtrak road numbers 53000 to 53007, inclusive, and 53500 to 53509, inclusive. All other documents listed above cover a portion of such railway equipment: forty-four (44) coaches bearing Amtrak road numbers 54000 to 54043, inclusive.

A fee of $104 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to the person delivering same stamped with the appropriate recordation number.

Short Summaries of the documents to appear in the index follow:

1. Security Agreement (Mortgage) Supplement to the Security Agreement (Mortgage) with Recordation No. 15701 dated as of July 15, 1989 and covering eighty-six (86) intercity passenger coaches bearing National Railroad Passenger Corporation ("Amtrak") road numbers 54000 to 54071, inclusive, and 54500 to 54513, inclusive, and eighteen (18) food service cars bearing Amtrak road numbers 53000 to 53007, inclusive, and 53500 to 53509, inclusive.

2. Confirmatory Supplement to the Security Agreement (Mortgage) with Recordation No. 15701 dated as of September 25, 1989 and covering forty-four (44) intercity passenger coaches bearing National Railroad Passenger Corporation (Amtrak) road numbers 54000 to 54043, inclusive.

3. Lease of Railroad Equipment between Wilmington Trust Company, Rodney Square North, Wilmington, Delaware 19890 as owner trustee and lessee and National Railroad Passenger Corporation, 60 Massachusetts Avenue, N. E. 20002 ("Amtrak"), as lessor, dated as of July 15, 1989, and Supplement No. 1 thereto dated as of September 25, 1989. The Lease covers eighty-six (86) intercity passenger coaches bearing Amtrak road numbers 54000 to 54071, inclusive, and 54500 to 54513, inclusive, and eighteen (18) food service cars bearing Amtrak road numbers 53000 to 53007, inclusive, and 53500 to 53509, inclusive, and the Supplement No. 1 covers forty-four (44) intercity passenger coaches bearing Amtrak road numbers 54000 to 54043, inclusive.

4. Lessee Security Agreement (Mortgage) between Wilmington Trust Company, Rodney Square North, Wilmington, Delaware 19890 as owner trustee and mortgagee and National Railroad Passenger Corporation, 60 Massachusetts Avenue, N. E. 20002 ("Amtrak"), as mortgagor, dated as of July 15, 1989 and Supplement No. 1 thereto dated as of September 25, 1989. The Lessee Security Agreement (Mortgage) covers eighty-six (86) intercity passenger coaches

bearing Amtrak road numbers 54000 to 54071, inclusive, and 54500 to 54513, inclusive, and eighteen (18) food service cars bearing Amtrak road numbers 53000 to 53007, inclusive, and 53500 to 53509, inclusive, and the Supplement No. 1 covers forty-four (44) intercity passenger coaches bearing Amtrak road numbers 54000 to 54043. inclusive.

5. Sublease of Railroad Equipment between Wilmington Trust Company, Rodney Square North, Wilmington, Delaware 19890 as owner trustee and sublessor and National Railroad Passenger Corporation, 60 Massachusetts Avenue, N. E. 20002 ("Amtrak"), as sublessee, dated as of July 15, 1989 and Supplement No. 1 thereto dated as of September 25, 1989. The Sublease covers eighty-six (86) intercity passenger coaches bearing Amtrak road numbers 54000 to 54071, inclusive, and 54500 to 54513, inclusive, and eighteen (18) food service cars bearing Amtrak road numbers 53000 to 53007, inclusive, and 53500 to 53509, inclusive and the Supplement No. 1 covers forty-four (44) intercity passenger coaches bearing Amtrak road numbers 54000 to 54043, inclusive.

6. Trust Indenture and Security Agreement (Mortgage) between Wilmington Trust Company, Rodney Square North, Wilmington, Delaware 19890 as owner trustee and mortgagor, and The Connecticut National Bank, 777 Main Street, Hartford, Connecticut 06115, as indenture trustee and mortgagee, dated as of July 15, 1989, and Supplement No. 1 thereto dated as of September 25, 1989. The Trust Indenture covers eighty-six (86) intercity passenger coaches bearing National Railroad Passenger Corporation ("Amtrak") road numbers 54000 to 54071, inclusive, and 54500 to 54513, inclusive, and eighteen (18) food service cars bearing Amtrak road numbers 53000 to 53007, inclusive, and 53500 to 53509, inclusive and the Supplement No. 1 covers forty-four (44) intercity passenger coaches bearing Amtrak road numbers 54000 to 54043, inclusive.

7. Subordinated Security Agreement between National Railroad Passenger Corporation, 60 Massachusetts Avenue, N. E. 20002 ("Amtrak"), as mortgagor and the Federal Railroad Administrator, Federal Railroad Administration, 400 Seventh Street, S. W. Washington, D. C. 20590, as mortgagee, dated as of September 1, 1989 and covering eighty-six (86) intercity passenger coaches bearing Amtrak road numbers 54000 to 54071, inclusive, and 54500 to 54513, inclusive, and eighteen (18) food service cars bearing Amtrak road numbers 53000 to 53007, inclusive, and 53500 to 53509, inclusive.

8. Cure Rights Agreement betweee Wilmington Trust Company, Rodney Square North, Wilmington, Delaware 19890 as owner trustee, sublessor, and mortgagee, and The Connecticut National Bank, 777 Main Street, Hartford, Connecticut 06115, as indenture trustee and mortgagee, dated as of September 1, 1989, and covering eighty-six (86) intercity passenger coaches bearing

National Railroad Passenger Corporation ("Amtrak") road numbers 54000 to 54071, inclusive, and 54500 to 54513, inclusive, and eighteen (18) food service cars bearing Amtrak road numbers 53000 to 53007, inclusive, and 53500 to 53509, inclusive.

The undersigned is one of the attorneys for Amtrak.

Respectfully submitted,

William F. Erkelenz
General Solicitor

RECORDATION NO 15701-D FILED 1425
SEP 25 1989 -2 45 PM
INTERSTATE COMMERCE COMMISSION

EXECUTION COPY

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# LESSEE SECURITY AGREEMENT (MORTGAGE)

Dated as of July 15, 1989

by and between

NATIONAL RAILROAD PASSENGER CORPORATION

and

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

---

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(This Table of contents is not a part of this Lessee Security Agreement and is only for convenience of reference.)


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SIGNATURE PAGE

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ANNEX A - DEFINITIONS

# LESSEE SECURITY AGREEMENT

THIS LESSEE SECURITY AGREEMENT dated as of July 15, 1989 between NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia, and WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as Owner Trustee.

W I T N E S S E T H :

WHEREAS, Amtrak has purchased and proposes to purchase certain rolling stock from Manufacturer pursuant to the Purchase Agreement;

WHEREAS, Amtrak entered into the Loan Agreement with Lender to finance such purchases and proposed purchases and, pursuant thereto, Amtrak entered into the EDC Security Agreement (Mortgage) with Lender securing Amtrak's obligations under the Loan Agreement;

WHEREAS, the Loan Agreement contemplates possible leveraged lease arrangements as part of the purchase-money financing provided thereby;

WHEREAS, the parties hereto propose to enter into the Overall Transaction provided for in the Participation Agreement, under which, upon and subject to the terms and conditions set forth therein, among other things:

(1) Amtrak proposes to (i) lease one or more Items of Equipment to Owner Trustee under the Lease on each Delivery Date in consideration of the payment by Owner Trustee under the Lease of the Advance Rental Cost for each Item of Equipment delivered on such Delivery Date, comprised of a Cash Portion and an Assumption Portion and (ii) grant to Owner Trustee, pursuant hereto, a security interest in Amtrak's right, title and interest in and to the Items of Equipment and the Lease in order to secure Amtrak's obligations to Owner Trustee under the Lease, the Sublease, the Participation Agreement and each other Operative Document to which it is a party, which security interest in such Items of Equipment shall be subject and subordinate to Lender's security interest under the EDC Security Agreement;

(2) Owner Participant proposes to make Investments by furnishing funds to Owner Trustee sufficient to enable it to satisfy its obligations to pay the Cash Portion of the Advance Rental Cost for each Item of Equipment delivered on each Delivery Date;

(3) Lender proposes on each Delivery Date;

(i) to accept Secured Notes in principal amount equal to the Assumption Portion with respect to each Item of Equipment delivered on such Delivery Date, which Secured Notes will constitute an amendment and restatement of Notes, originally issued pursuant to the Loan Agreement, and evidence a portion of the purchase-money indebtedness incurred under the Loan Agreement, and which Secured Notes will be issued pursuant to, and be subject to the terms and conditions of, the Indenture;

(ii) to receive from Amtrak (a) in prepayment of outstanding principal of Notes under the Loan Agreement the Prepayment Amount for the Items of Equipment delivered on such Delivery Date, together with accrued and unpaid interest in respect of such prepaid principal, and (b) accrued and unpaid interest in respect of the principal amount of Notes referred to in clause (i) above;

(iii) to execute and deliver an EDC Consent and Confirmation with respect to such Items of Equipment and Secured Notes; and

(4) Owner Trustee proposes to subject each Item of Equipment delivered on each Delivery Date to the Sublease on such Delivery Date;

WHEREAS, in order to set forth certain provisions for the coordination of the Loan Agreement and the EDC Security Agreement (Mortgage) with the Overall Transaction, EDC and Amtrak are entering into the Loan Agreement Supplement and the EDC Security Agreement Supplement contemporaneously with the execution and delivery of the Participation Agreement;

WHEREAS, the Overall Transaction constitutes a single transaction notwithstanding the multiple closings contemplated in the Participation Agreement; and

WHEREAS, as a condition to its participation in the Overall Transaction, Owner Trustee requires that Amtrak enter into this Lessee Security Agreement and Amtrak desires to comply with such request by entering into this Lessee Security Agreement;

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 Lessee Security Agreement, including the preceding recitals, have the respective meanings specified therefor in Annex A to that certain Participation Agreement dated as of July 15, 1989 among National Railroad Passenger Corporation, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia, Chrysler Capital Corporation, a Delaware corporation, Export Development Corporation, a corporation established by an Act of the Parliament of Canada, Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity but solely as Owner Trustee under the Trust Agreement, except as otherwise expressly provided in the Operative Documents, and The Connecticut National Bank, a national banking association, as originally executed or as modified, amended or supplemented in accordance with the applicable provisions thereof, a copy of which Annex A is attached hereto and incorporated by reference herein.

Section 2. Interpretations. All references in this Lessee Security Agreement to designated "Sections" and other subdivisions are, unless otherwise specified, to designated Sections and subdivisions of this Lessee Security Agreement. The words "hereof," "herein," "hereto," "hereby" and "hereunder" refer to this entire Lessee Security Agreement. All words importing the singular number include the plural number and vice versa; and all words importing the masculine gender include the feminine gender.

Section 3. Grant of Security Interest. As security for the performance by Amtrak of its obligations under the Lease, the Sublease and each other Operative Document to which it is a party, including without limitation its obligation to transfer title to Items of Equipment pursuant to Section 6.4 of the Lease and its obligation under Section 6.6 of the Lease

to pay liquidated damages upon any failure to so transfer title, Amtrak hereby grants, conveys and sets over to Owner Trustee a security interest in all of Amtrak's right, title and interest in, whether now owned or held or hereafter acquired, and to the Equipment and the Lease, but, in the case of the Equipment, such security interest shall be subject and subordinate to the EDC Lien and the Lease.

TO HAVE AND TO HOLD such rights and interests unto Owner Trustee forever, subject to the terms and conditions set forth in this Lessee Security Agreement.

Section 4. Amtrak Consent to Assignment. Amtrak consents to the assignment by Owner Trustee of certain of the rights of Owner Trustee hereunder to Indenture Trustee under the Indenture, as and to the extent provided thereunder.

Section 5. Lessee Security Agreement Supplement. After the execution and delivery of a Lease Supplement by Lessor and Lessee, Amtrak and Owner Trustee shall execute and deliver a Lessee Security Agreement Supplement substantially in the form of Exhibit A for the purpose of confirming or completing the description of the security interest in and to the Equipment created hereunder.

Section 6. Use of Equipment. Notwithstanding the provisions of Section 3, so long as the terms, provisions, and conditions of this Lessee Security Agreement, the Lease and the Sublease shall be kept, observed and performed by or on behalf of Amtrak, Amtrak shall have the right at all times to use the Equipment in lawful conduct of its business and otherwise to exercise all of the rights of Lessor under the Lease and Sublessee under the Sublease subject, however, to the terms and conditions of the Lease and the Sublease.

Section 7. Additions and Replacements. It is agreed and understood that all additions and all replacements made to any Item of Equipment shall constitute accessions to the Equipment and shall be subject to all the terms and conditions of this Lessee Security Agreement and shall be included in the term "Equipment" as used in this Lessee Security Agreement.

Section 8. Default. (i) If Amtrak fails to perform any of its obligations under the Lease or if an Event of Default is continuing under the Sublease, Amtrak shall be in default hereunder. In the event of a default hereunder, in addition to any other remedies available, Owner Trustee may, upon twenty (20) days prior written notice to Amtrak, take or cause to be taken, by its agent or agents, immediate possession of the Equipment in accordance with Section 14 of the Sublease (whether or not the Sublease shall then be in full force and effect). If Owner Trustee shall demand possession of the Equipment, Amtrak shall, at its own cost and expense, forthwith deliver the Equipment, or cause it to be delivered, to Owner Trustee or Owner Trustee's agent in the manner provided in Section 14 of the Sublease (whether or not the Sublease shall then be in effect). If Owner Trustee elects to sell the Equipment, Amtrak shall be given written notice of such proposed sale not less than ten (10) days prior thereto and shall be afforded a commercially reasonable opportunity to acquire such Equipment at such sale. If, after applying sums of money realized by Owner Trustee from the sale of the Equipment, there shall remain any amount due Owner Trustee by Amtrak under the Lease or the Sublease, Amtrak shall pay the amount of such deficiency to Owner Trustee upon demand, and, if Amtrak shall fail to pay such deficiency, Owner Trustee may bring suit therefor against Amtrak. The security interest of Owner Trustee under this Section 8 in and to the Items of Equipment is subject and subordinate to the (a) security interest of EDC under the EDC Security Agreement in and to the Items of Equipment covered thereunder and (b) rights of Indenture Trustee under the Indenture. Notwithstanding anything to the contrary herein, Owner Trustee may not pursue a remedy hereunder prior to the time that Indenture Trustee shall pursue a remedy under the Indenture (so long as the Indenture shall be in effect).

(ii) Each and every right, power and remedy herein specifically given to Owner Trustee under this Lessee Security Agreement shall be cumulative and shall be in addition to every other right, power and remedy herein specifically given or now or hereafter existing at law, in equity or by statute, and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by Owner Trustee, and the exercise or the beginning of the exercise of any power or remedy shall not be construed to be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy. No delay or omission by Owner Trustee in the exercise of any right, remedy

or power or in the pursuance of any remedy shall impair any such right, power or remedy or be construed to be a waiver of any default on the part of Amtrak or to be an acquiescence therein.

Section 9. Continuing Obligation. Amtrak further agrees that it will at any time, and from time to time hereafter, upon request of Owner Trustee, make, do, execute, deliver, and perform all such further acts as shall be reasonably required to effect the intent of this Lessee Security Agreement, and to secure and confirm to Owner Trustee or Owner Trustee's successors and assigns all of the security and rights, hereinbefore described, and intended to be assigned as collateral security, so as to render the same whether now or hereafter possessed, subject to the terms and provisions of this Lessee Security Agreement.

Section 10. Termination. This Lessee Security Agreement shall terminate with respect to an Item of Equipment when the Lease and the Sublease terminate with respect thereto (except for a termination caused by an Event of Default under the Sublease), including upon the acquisition by Amtrak of the Leasehold Interest with respect to such Item of Equipment pursuant to any provision of the Sublease, other than Section 13 of the Sublease. Owner Trustee, if so requested by Amtrak, will (at the sole cost and expense of Amtrak) execute and deliver for filing or recording in all necessary public offices such instrument or instruments in writing as may be necessary or appropriate in order to make clear upon the public records the termination of this Lessee Security Agreement with respect to an Item of Equipment.

Section 11. Amendments. This Lessee Security Agreement may be amended only by a consent in writing signed by Amtrak and Owner Trustee and shall specifically refer to itself as an amendment hereto.

Section 12. Governing Law. The terms of this Lessee Security Agreement and all rights and obligations hereunder shall be governed by the law of the District of Columbia applicable to contracts executed and delivered, and to be fully performed, in the District of Columbia, without regard to its principles of conflicts of law; provided, that the parties shall be entitled to all rights conferred by Section 11303 of the Act.

Section 13. Execution in Counterparts. This Lessee Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts (or upon separate signature pages bound together into one or more counterparts), each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned, duly authorized officers of the parties hereto, have executed this Lessee Security Agreement by signing it as of the date hereof.

NATIONAL RAILROAD PASSENGER CORPORATION

By_____
Name: Richard I. Klein
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 Lessee Security Agreement by signing it as of the date hereof.

NATIONAL RAILROAD PASSENGER CORPORATION

By_____
Name: Richard I. Klein
Title: Treasurer

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

By_____
Name: Carolyn C. Daniels
Title: Financial Services Officer

[LESSEE SECURITY AGREEMENT SUPPLEMENT]

STATE OF NEW YORK )
) ss
COUNTY OF NEW YORK )

On this 14th day of September, 1989 before me personally appeared Richard I. Klein, to me personally known, who being by me duly sworn, says that he 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 acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

Laure Salerno
Notary Public

My commission Expires: _____

SEAL

LAURE SALERNO
NOTARY PUBLIC, State of New York
No. 41-4694935
Qualified in Queens County
Commission Expires ~~March 30, .....~~
July 31, 1991

STATE OF NEW YORK )
) ss.:
COUNTY OF NEW YORK )

On this 14th day of September, 1989, before me personally appeared Carolyn C. Daniels, to me personally known, who, being by me duly sworn, says that he/she is the Financial Services Officer of WILMINGTON TRUST COMPANY, as Owner Trustee in said instrument, 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.

Laure Salerno
Notary Public

My commission expires

_____

LAURE SALERNO
NOTARY PUBLIC, State of New York
No. 41-4694935
Qualified in Queens County
Commission Expires ~~March 30,~~ .....
July 31, 1991

Exhibit A to
Lessee Security Agreement

LESSEE SECURITY AGREEMENT SUPPLEMENT NO. _____

THIS LESSEE SECURITY AGREEMENT SUPPLEMENT NO. _____ dated as of _____, 19__ between NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia ("Amtrak"), and WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as Owner Trustee ("Owner Trustee").

W I T N E S S E T H :

5. Capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Lessee Security Agreement Supplement No. _____ have the respective meanings specified therefor in Annex A to that certain Participation Agreement dated as of July 15, 1989 among National Railroad Passenger Corporation, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia, Chrysler Capital Corporation, a Delaware corporation, Export Development Corporation, a corporation established by an Act of the Parliament of Canada, Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity but solely as Owner Trustee under the Trust Agreement, except as expressly provided in the Operative Documents, and The Connecticut National Bank, a national banking association, as originally executed or as modified, amended or supplemented in accordance with the applicable provisions thereof.

6. The words "hereof," "herein," "hereto," "hereby" and "hereunder" refer to this entire Lessee Security Agreement Supplement. All words importing the singular number include the plural number and vice versa; and all words importing the masculine gender include the feminine gender.

7. Amtrak and Owner Trustee have heretofore entered into the Lessee Security Agreement, which Lessee Security Agreement provides for the execution and delivery from time to time of Lessee Security Agreement Supplements substantially in the form hereof for the purpose of confirming or completing the description of the security interest in one or more Items of Equipment created under the Lessee Security Agreement.

8. The Items of Equipment covered by this Lessee Security Agreement Supplement are described in Schedule 1 attached hereto.

9. By the execution and delivery of this Lessee Security Agreement Supplement, Amtrak and Owner Trustee reaffirm all of the terms, provisions and conditions of the Lessee Security Agreement.

10. This Lessee Security Agreement Supplement may be executed in any number of counterparts and by the different parties hereto on separate counterparts (or upon separate signature pages bound together into one or more counterparts), each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Lessee Security Agreement Supplement to be duly executed by their respective duly authorized officers as of the date first set forth above.

NATIONAL RAILROAD PASSENGER CORPORATION

By_____
Name: Richard I. Klein
Title: Treasurer

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

By_____
Name:
Title:

_____ )
) ss
_____ )

On this _____ day of _____, 19__ before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is the _____ of WILMINGTON TRUST COMPANY, as Owner Trustee in said instrument, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

_____
Notary Public

My Commission Expires: _____

SEAL

_____ )
) ss
_____ )

On this _____ day of _____, 19__ before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is the _____ of NATIONAL RAILROAD PASSENGER CORPORATION, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

_____
Notary Public

My Commission Expires: _____

SEAL

[LESSEE SECURITY AGREEMENT SUPPLEMENT]

SCHEDULE 1 TO
LESSEE SECURITY AGREEMENT SUPPLEMENT NO.___

DESCRIPTION OF ITEMS OF EQUIPMENT

| Model | Type | Serial No. | Road Number |
|---|---|---|---|

ANNEX A TO
LESSEE SECURITY AGREEMENT

## DEFINITIONS

The following terms shall have the following meanings for all purposes of (i) the Participation Agreement (as modified, amended or supplemented from time to time) to which this Annex A is appended and (ii) each of the other Operative Documents:

"AAR" means American Association of Railroads.

"Accredited Investor" has the meaning specified in Rule 501(a) of Regulation D promulgated under the Securities Act.

"Act" means the Interstate Commerce Act (49 U.S.C. § 10101 et seq.), as amended from time to time.

"Additional Insureds" means Sublessor, in its individual capacity and as Owner Trustee, Owner Participant, Indenture Trustee and each holder of the Secured Notes.

"Advance Payments" mean payments made by EDC to or on behalf of Amtrak under the Loan Agreement.

"Advance Rental Cost" for an Item of Equipment as of the Delivery Date therefor means an amount equal to the Fair Market Value for such Item of Equipment on such Delivery Date as set forth in the appraisal delivered pursuant to Section 5.1(xviii) of the Participation Agreement on such Delivery Date.

"Affiliate", with respect to any Person, shall mean any other Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, such Person. For purposes of this definition, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

"After-Tax Basis" means on a basis such that any payment received or deemed to have been received by any Indemnified Party shall be supplemented by a further payment to that Indemnified Party so that the sum of the two payments

shall, after deduction of all Taxes (taking into account any related credits or deductions and the timing thereof) resulting from the receipt or accrual of such payments, be equal to the payment received or deemed to have been received.

"Aggregate Casualty Payment" has the meaning specified in Section 7.3 of the Sublease.

"Amtrak" means National Railroad Passenger Corporation, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia, and its successors and assigns, also known as Amtrak.

"Applicable Law" has the meaning specified in Section 9.01 of the Trust Agreement.

"Appraiser" means Marshall and Stevens Incorporated.

"Assignment Agreement" means that certain Assignment Agreement, dated as of June 30, 1988, between Manufacturer and Exporter for the purpose of assigning the right, title and interest of Manufacturer in and to the Purchase Agreement to Exporter, as originally executed or as modified, amended or supplemented in accordance with the applicable provisions thereof.

"Assumption Portion" for an Item of Equipment as of the Delivery Date therefor means 77.61420784% of the Fair Market Value of such Item of Equipment on such Delivery Date as set forth in the appraisal delivered pursuant to Section 5.1(xviii) of the Participation Agreement on such Delivery Date.

"Authorized Officer" means the President, any Vice President, any Assistant Vice President, or, with respect to Owner Trustee and Indenture Trustee, any Senior Financial Services Officer, any Financial Services Officer, or any other Officer in the Corporate Trust Administration or Corporate Trust Department, as the case may be, or any other officer of the entity who has been authorized by the Board of Directors or the Executive Committee of the Board of Directors of such entity to perform the specific act or duty or to sign the specific document in question.

"Bankruptcy Code" means the Federal Bankruptcy Code (11 U.S.C. § 101 et seq.), as amended from time to time.

"Base Lease Term" for each Item of Equipment means the period described therefor in Section 3 of the Sublease.

"Base Rent" with respect to the Equipment as of any Rent Payment Date means the aggregate Equipment Cost of all Items of Equipment then subject to the Sublease multiplied by the Rent Factor for such Rent Payment Date.

"Business Day" means any day other than (i) a Saturday or Sunday and (ii) a day on which state, provincial or national banking institutions are authorized or obligated by law or executive order to remain closed in the States of Connecticut or Delaware, in the District of Columbia or in the City of Ottawa, Canada.

"Cash Portion" for an Item of Equipment as of the Delivery Date therefor means 22.38579216% of the Fair Market Value of such Item of Equipment on such Delivery Date as set forth in the appraisal delivered pursuant to Section 5.1(xviii) of the Participation Agreement on such Delivery Date.

"Casualty Occurrence" with respect to any Item of Equipment means any of the following events with respect to such Item of Equipment: (i) such Item of Equipment shall be or become lost or stolen for a period in excess of 180 days (or to the end of the remaining term of the Sublease, if it first occurs), or shall be or become in the good faith reasonable judgment of Sublessee worn out, or shall be destroyed or irreparably damaged, or uneconomical to repair from any cause whatsoever during the Sublease Term or until such Item of Equipment is returned pursuant to Section 14 or Section 17 of the Sublease, (ii) such Item of Equipment has been damaged and the repairs to such Item of Equipment which Sublessee elected to repair pursuant to Section 7.1 of the Sublease have not been completed, such that the Item of Equipment conforms to the requirements of the Lease, within the following period after the date notice is provided to the Sublessor pursuant to Section 7.1 of the Sublease (or such other date as specifically agreed to by the Sublessor): a one-year period, unless Sublessee is unable to complete such repairs due to the number of Items of Equipment under repair exceeding Sublessee's ability to complete repairs within one year, in which event the period shall be eighteen months or, if the Sublessor and the Indenture Trustee shall consent, twenty-four months; and, after the Indenture is discharged, twenty-four months in all cases; provided, that such date shall not be later than the last day of the Sublease Term, (iii) such Item of Equipment, together with all other Items of Equipment manufactured by Manufacturer, shall have been returned permanently to Manufacturer or Exporter, as the case may be, pursuant to any patent indemnity provisions of any agreement between Manufacturer or Exporter, as the case may be, and Sublessee, (iv) such Item of Equipment shall be permanently returned to Manufacturer or Exporter, as the case may be, due to a material breach of Manufacturer's warranty

(other than under the circumstances contemplated by the immediately preceding clause (iii)) contained in any agreement between Manufacturer and Sublessee, (v) title to such Item of Equipment shall be taken by any governmental entity by condemnation or otherwise, (vi) use of such Item of Equipment shall be taken or requisitioned (a) by the United States government (I) for a stated period which shall equal or exceed the then remaining Sublease Term, or (II) for a continuous period which has exceeded one year, or (b) by any other governmental entity (I) for a stated period which shall equal or exceed the then remaining term of the Sublease or (II) for a continuous period which has exceeded 180 days, or (vii) as a result of any rule, regulation, order or other action by the United States government or any Instrumentality, the use of such Item of Equipment in the normal course of interstate rail transportation shall have been prohibited for a continuous period of 90 days (or to the end of the remaining term of the Sublease, if it first occurs).

"Casualty Value" has the meaning specified in Section 7.5 of the Sublease.

"Casualty Value Determination Date" means the first Rent Payment Date which is at least 45 days after the date of the applicable Casualty Occurrence except that (i) if less than 45 days remain in the Sublease Term with respect to the applicable Item of Equipment, the Casualty Value Determination Date shall be the last day of such Sublease Term and (ii) if an Event of Default shall be continuing or any Item of Equipment is being returned pursuant to Section 14 of the Sublease, such Casualty Value Determination Date shall be the next Rent Payment Date after the applicable Casualty Occurrence.

"Casualty Value Factor" as of any Casualty Value Determination Date (i) during the Interim Term or the Base Lease Term means the percentage set forth opposite such Casualty Value Determination Date on Schedule 2 to the Sublease, as such Casualty Value Factor may have been adjusted pursuant to Section 4.3 of the Sublease or Section 8 of the Tax Indemnity Agreement or (ii) during the Renewal Term means the percentage for such Casualty Value Determination Date determined in accordance with Section 7.5 of the Sublease.

"Certificate of Authentication" means a certificate of authentication executed and delivered by Indenture Trustee pursuant to Section 3.01 of the Indenture substantially in the form set forth in Appendix A to the Indenture.

"Change in Tax Law" means with respect to any Item of Equipment (i) any change, which affects the Tax Assumptions, in the Code or Treasury Regulations, which change is enacted prior to the applicable Delivery Date or proposed

prior to the applicable Delivery Date and, in the case of the Code, is enacted during the same taxable year in which it is proposed or (ii) (x) a revenue ruling or other official published administrative pronouncement, (y) a decision of the court of appeals to which lies an appeal from a decision of the lower court that would hear a federal income tax case involving Chrysler Corporation or (z) a decision of the Supreme Court, which revenue ruling, pronouncement or decision is issued or rendered prior to the applicable Delivery Date, and which, in the opinion of independent counsel to the Owner Participant selected by the Owner Participant and reasonably acceptable to the Sublessee, creates a material risk that the Tax Assumptions will be affected thereby.

"Claims" has the meaning specified in Section 6.2(i) of the Participation Agreement.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Consent and Agreement" means the Consent and Agreement of Manufacturer and Exporter dated July 15, 1989 whereby Manufacturer and Exporter consent and agree to the terms and conditions of the Warranty Assignment.

"Cure Rights Agreement" means that certain Cure Rights Agreement dated as of September 1, 1989 between Owner Trustee and Indenture Trustee, and consented to by Lender.

"Debt Rate" means 9.75% per annum multiplied by the actual number of days in the year divided by 360.

"Default" means any event which with the lapse of time or the giving of notice, or both, would constitute an Event of Default.

"Delayed Item of Equipment" means any Item of Equipment which is subjected to the Lease and the Sublease as of a date later than January 30, 1990.

"Delivery Date" with respect to an Item of Equipment means the date on or as of which such Item of Equipment is subjected to the Lease and the Sublease.

"Delivery Notice" has the meaning specified in Section 3.1 of the Participation Agreement.

"Directive" has the meaning specified in Section 13.01 of the Indenture.

"Drawdown Note" means that certain demand note issued by Lessor on June 30, 1988 pursuant to the Loan Agreement.

"EDC" means Export Development Corporation, a corporation established by an Act of the Parliament of Canada.

"EDC Confirmatory Supplement" means a supplement to the EDC Security Agreement (Mortgage) in substantially the form of Annex B to the Loan Agreement Supplement.

"EDC Consent and Confirmation" means an EDC Consent and Confirmation dated the Delivery Date for an Item or Items of Equipment, in substantially the form of Exhibit B to the Participation Agreement.

"EDC Documents" means the Loan Agreement, the Loan Agreement Supplement, the EDC Security Agreement (Mortgage), the EDC Security Agreement Supplement and each EDC Confirmatory Supplement.

"EDC Lien" means the purchase-money, first Lien security interest created by the EDC Security Agreement.

"EDC Loan Agreement" means the Loan Agreement as supplemented by the Loan Agreement Supplement and as further modified, amended or supplemented from time to time.

"EDC Security Agreement" means the EDC Security Agreement (Mortgage) as supplemented by the EDC Security Agreement Supplement and as further modified amended or supplemented from time to time.

"EDC Security Agreement (Mortgage)" means that certain Security Agreement (Mortgage) dated as of June 30, 1988 by and between Amtrak and EDC.

"EDC Security Agreement Supplement" means that certain EDC Security Agreement (Mortgage) Supplement dated as of July 15, 1989 between the Lender and Amtrak.

"Equipment" means, to the extent that a Lease Supplement and a Sublease Supplement shall have been executed and delivered with respect thereto in accordance with the Operative Documents, each of the up to eighty-six (86) inter-city passenger rail coaches, and the up to eighteen (18) food service rail cars expected to be subjected to the Lease and the Sublease, together with related appliances, parts, accessories, appurtenances, additions, improvements and other equipment or components of any nature installed thereon, and replacements thereof (individually, an "Item" or "Item of Equipment" and, collectively, the "Equipment" or "Items of Equipment").

"Equipment Cost" of the Equipment as of any date means the aggregate of the Fair Market Values of the Items of

Equipment then subject to the Lease and the Sublease as set forth in the appraisals delivered pursuant to Section 5.1(xviii) of the Participation Agreement on the respective Delivery Dates therefor.

"ERISA" means the Employee Retirement Income Security Act of 1974 (29 U.S.C. § 331 et seq.), as amended from time to time.

"Estimated Fair Market Value" means the following dollar amounts for each Type of railroad car: (i) food service car: $1,304,783; and (ii) passenger car: $1,024,990.

"Event of Default" has the meaning specified in Section 13.1 of the Sublease.

"Excepted Payments" has the meaning specified in the Granting Clauses of the Indenture.

"Excepted Rights" has the meaning specified in the Granting Clauses of the Indenture.

"Excess Amount" has the meaning specified in Section 12 of the Participation Agreement.

"Expenses" has the meaning specified in Section 8.01 of the Trust Agreement.

"Exporter" means Bombardier Inc., a corporation organized under the laws of Canada.

"Fair Market Rental" for an Item of Equipment means the quarterly rent which would be obtained in an arm's-length transaction between an informed and willing lessee and an informed and willing lessor, neither being under any compulsion to lease. In determining Fair Market Rental at or as of the end of the Lease Term or the Renewal Term, it shall be assumed that Sublessee has complied with all of the terms, provisions and conditions of the Sublease and, in the case of an Item of Equipment, that such Item of Equipment is in the condition and configuration required upon its return to Sublessor as provided therein.

"Fair Market Value" for an Item of Equipment means the cash price which would be obtained in an arm's-length transaction between an informed and willing buyer under no compulsion to buy, and an informed and willing seller under no compulsion to sell. In determining Fair Market Value at or as of the end of the Lease Term or the Renewal Term, it shall be assumed that Sublessee has complied with all of the terms, provisions and conditions of the Sublease and, in the case of an Item of Equipment, that such Item of Equipment is in the condition and configuration required upon its return

to Sublessor as provided therein. The fair market value of Items of Equipment to be purchased shall be determined in the aggregate for all such Items of Equipment (i.e., the purchase price for all such Items of Equipment shall be deemed to be the same regardless of potential Item-to-Item variation in condition).

"Federal Reserve Discount Rate" means the published discount rate charged on loans to depository institutions by the New York Federal Reserve Bank as approved by the Board of Governors of the Federal Reserve System or, if such rate is no longer published, any rate reasonably equivalent thereto.

"FRA" means the Federal Railroad Administrator of the Department of Transportation.

"FRA Contingent Lien" means the contingent lien contemplated in the last sentence of Section 3 of the Release and Consent.

"FRA Note" means that certain Note dated as of October 5, 1983 from Amtrak to the FRA.

"FRA Security Agreement" means that certain Security Agreement dated October 5, 1983 by and between Amtrak and the FRA.

"FRA Subordinated Security Agreement" means that certain FRA Subordinated Security Agreement dated as of September 1, 1989 by and between Amtrak and the FRA, as originally executed or as modified, amended or supplemented in accordance with the applicable provisions thereof.

"Governmental Authority" means any federal, state or local government or other governmental authority in the United States or any foreign government or any political subdivision or governmental authority thereof or any territory or possession of the United States or any international authority.

"Grant" and "Granted" have the meanings specified in the Granting Clauses of the Indenture.

"ICC" means the United States Interstate Commerce Commission or any successor agency thereto.

"including", "including, without limitation", and terms or phrases of similar import, with respect to any matter or thing, mean including, without limitation, such matter or thing.

"Indemnified Parties" means Owner Participant, Owner Trustee, in its individual capacity and as Owner Trustee,

Indenture Trustee, the Lender, each other holder from time to time of any Secured Note (including, in the case of each of the foregoing, as to any such corporation, any corporation which is a member of the same affiliated group, as defined in Section 1504 of the Code, as such corporation), the Trust Estate, the Trust Indenture Estate, and the successors, assigns, Affiliates, agents, officers, shareholders, directors, servants and employees of any thereof, each individually being an "Indemnified Party."

"Indenture" means that certain Trust Indenture and Security Agreement, dated as of July 15, 1989, between Owner Trustee and Indenture Trustee, as originally executed or as modified, amended or supplemented in accordance with the applicable provisions thereof. Unless the context otherwise requires, "Indenture" shall include each Indenture Supplement.

"Indenture Default" means an event or condition which, after notice or lapse of time, or both, would become an Indenture Event of Default.

"Indenture Event of Default" has the meaning specified in Section 12.01 of the Indenture.

"Indenture Supplement" means any amendment or supplement to the Indenture adopted in accordance with Article XIII of the Indenture, including, without limitation, an indenture supplement substantially in the form of Appendix B to the Indenture.

"Indenture Trustee" means The Connecticut National Bank, a national banking association, and its permitted successors and assigns.

"Index Rate" as of any Specified Date means the yield to maturity for the 7 3/8% Treasury Note due May 1996 as published in The Wall Street Journal.

"Installment Payment Date" means each January 30, April 30, July 30 and October 30 during the period Secured Notes are outstanding under the Indenture, commencing October 30, 1990, or, if any such date is not a Business Day, the Business Day next following.

"Instrumentality" means a United States governmental agency, instrumentality, authority, entity or establishment.

"Interim Term" for each Item of Equipment means the period prescribed therefor in Section 3 of the Sublease.

"Investment" means the funds required to be delivered by the Owner Participant to the Owner Trustee on each Delivery Date pursuant to Section 3 of the Participation

Agreement to finance the Cash Portion of Advance Rental Cost (collectively, "Investments").

"Item", "Item of Equipment" and "Items of Equipment" have the meanings set forth under "Equipment".

"Lease" means that certain Lease of Railroad Equipment dated as of July 15, 1989 between Amtrak, as lessor, and Owner Trustee, as lessee, as originally executed or as modified, amended or supplemented in accordance with the applicable provisions thereof. Unless the context otherwise requires, "Lease" shall include each Lease Supplement.

"Lease Supplement" means a supplement to the Lease in substantially the form of Exhibit A to the Lease, entered into between Lessor and Lessee (collectively, the "Lease Supplements").

"Lease Term" for any Item of Equipment means the period beginning on the date on which the Lease Supplement extending the Lease to cover such Item of Equipment is executed and delivered and ending on January 29, 2015, unless sooner terminated in a manner provided in the Lease.

"Leasehold Interest" with respect to an Item of Equipment (including accessions thereto) means the rights thereto of Lessee created under the Lease.

"Lender" means Export Development Corporation, a corporation established by an Act of the Parliament of Canada, and its permitted successors and assigns.

"Lessee" means Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity but solely as Owner Trustee except as otherwise expressly provided in the Operative Documents, in its capacity as lessee under the Lease, and its successors and assigns.

"Lessee Security Agreement" means that certain Lessee Security Agreement (Mortgage) dated as of July 15, 1989 by and between Amtrak and Owner Trustee, as originally executed or as modified, amended or supplemented in accordance with the applicable provisions thereof. Unless the context otherwise requires, "Lessee Security Agreement" shall include each Lessee Security Agreement Supplement.

"Lessee Security Agreement Supplement" means a supplement to the Lessee Security Agreement in substantially the form of Exhibit A to the Lessee Security Agreement, entered into between Amtrak and Owner Trustee (collectively, the "Lessee Security Agreement Supplements").

"Lessor" means Amtrak, in its capacity as lessor under the Lease, and its successors and assigns as such.

"Liability Insurance" has the meaning specified in Section 8.1(i) of the Sublease.

"Lien" means any mortgage, pledge, lien, charge, claim, encumbrance, lease, sublease, sub-sublease or security interest.

"Loan Agreement" means that certain Loan Agreement, dated as of June 30, 1988, between Amtrak and EDC.

"Loan Agreement Supplement" means that certain Loan Agreement Supplement dated as of July 15, 1989 between the Lender and Amtrak.

"Majority in Interest of Secured Noteholders" means, as of a particular date of determination, the holder or holders of at least 51% in aggregate principal amount of all Secured Notes outstanding as of such date (excluding any Secured Notes then held by Owner Trustee, Owner Participant or Amtrak or any Affiliate of any thereof unless all Secured Notes then outstanding are held by Owner Trustee, Owner Participant and Amtrak and their Affiliates).

"Manufacturer" means Bombardier Corporation, a corporation organized under the laws of Idaho.

"Net Economic Return" means, except as otherwise provided in Section 4.2(i) of the Sublease with respect to certain Delayed Items of Equipment, Owner Participant's net after-tax book yield and aggregate after-tax cash flow using the multiple investment sinking fund method computed on the basis of the assumptions, including, without limitation, the tax assumptions set forth in the Tax Indemnity Agreement, used by Owner Participant in originally evaluating the transactions contemplated by the Sublease.

"New Secured Note" has the meaning specified in Section 4.03 of the Indenture.

"Non-U.S. Person" means any individual who is not a citizen of the United States, or any partnership, corporation, joint venture, trust, unincorporated association or other entity that is not either a citizen of the United States or organized under the laws of the United States or any state thereof.

"Notes" mean NOTE(S) as defined in the Loan Agreement.

"Officer's Certificate" with respect to any corporation or other entity means a certificate executed on behalf of such corporation or other entity by its Chief Executive Officer, President, Chief Financial Officer, one of its Vice Presidents or its Treasurer (including, with respect to Owner Trustee and Indenture Trustee, any Authorized Officer).

"Old Secured Note" has the meaning specified in Section 4.03 of the Indenture.

"Operative Documents" means the Participation Agreement, the Trust Agreement, the Indenture, any Indenture Supplement, the Lease, any Lease Supplement, the Sublease, any Sublease Supplement, the Tax Indemnity Agreement, the Secured Notes, the Warranty Assignment, the Release and Consent the FRA Subordinated Security Agreement, the Lessee Security Agreement and any Lessee Security Agreement Supplement, collectively.

"Opinion Addressees" mean the Indenture Trustee, the Lender, the Owner Trustee, the Owner Participant and Amtrak.

"Outstanding" with respect to Secured Notes, means, as of the date of determination, all Secured Notes theretofore authenticated and delivered under the Indenture, except:

(i) Secured Notes theretofore cancelled by Indenture Trustee or delivered to Indenture Trustee for cancellation;

(ii) Secured Notes for whose payment or prepayment money in the necessary amount shall theretofore have been deposited with the Indenture Trustee in trust for the holders of such Secured Notes; provided, however, that, if such Secured Notes are to be prepaid, notice of such prepayment shall have been duly given pursuant to the Indenture or provision therefor satisfactory to Indenture Trustee shall have been made; and

(iii) Secured Notes in exchange or replacement for which other Secured Notes shall have been authenticated and delivered under the Indenture;

provided, however, that in determining whether the holders of the requisite aggregate unpaid principal amount of Secured Notes outstanding have made or given any request, demand, instruction, authorization, direction, notice, consent or waiver under the Indenture, Secured Notes held or owned by Owner Trustee, Owner Participant or Amtrak, or any Affiliate of any thereof, shall be disregarded and deemed not to be outstanding, except that, in determining whether Indenture Trustee shall be protected in relying upon any such request,

demand, instruction, authorization, direction, notice, consent or waiver, only Secured Notes which Indenture Trustee knows to be so held or owned shall be disregarded.

"Overall Transaction" means the leveraged lease arrangements and transactions contemplated by and reflected in the Operative Documents.

"Overdue Rate" means a rate per annum equal to two percentage points over the rate of interest announced from time to time by The Chase Manhattan Bank, N.A. at its principal office in New York as its base rate except that with respect to any portion of a payment of Base Rent which under the Indenture is to be distributed to the holders of Secured Notes, "Overdue Rate" shall mean 11.75% per annum computed in the manner set forth in the Secured Notes.

"Owner Participant" means Chrysler Capital Corporation, a Delaware corporation, and its successors and assigns.

"Owner Participant Documents" means the Trust Agreement, the Participation Agreement and the Tax Indemnity Agreement.

"Owner Participant Lien" any Lien required to be discharged, dismissed and removed by the Owner Participant pursuant to Section 9.2(i) of the Participation Agreement.

"Owner Trustee" means Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity but solely as Owner Trustee under the Trust Agreement, except as otherwise expressly provided in the Operative Documents, and its successors and assigns.

"Owner Trustee Assumption Confirmation" means an Owner Trustee Assumption Confirmation relating to an Item or Items of Equipment, dated the Delivery Date therefor, in substantially the form of Exhibit A to the Participation Agreement whereby the Owner Trustee assumes a portion of the indebtedness of Amtrak under the Loan Agreement.

"Participant" or "Participants" means the Lender and Owner Participant.

"Participation Agreement" means that certain Participation Agreement dated as of July 15, 1989 among Amtrak, Owner Participant, Lender, Owner Trustee and Indenture Trustee, as originally executed or as modified, amended or supplemented in accordance with the applicable provisions thereof.

"Payment Instructions" with respect to the Lender means the payment instructions set forth in Schedule I to the Participation Agreement.

"Permitted Investment" means (i) certificates of deposit and time and other interest bearing deposits in banks which are members of the Federal Reserve System having a net worth of not less than $125,000,000, (ii) short-term debt securities issued by or entitled to the full faith and credit of the United States government, or (iii) commercial paper which is rated "A-1" or better (or comparable ratings) by Standard & Poor's Corporation or "P-1" or better (or comparable ratings) by Moody's Investors Service, Inc. or the successors to such rating organizations, in each case referred to in the foregoing clauses (i) through (iii) due within 210 days of the date of purchase.

"Permitted Liens" means (i) Liens for taxes, assessments or governmental charges or levies in each case not due and delinquent, (ii) inchoate materialmen's, mechanics', workmen's, repairmen's or other like Liens arising in the ordinary course of Amtrak's business and in each case not delinquent, (iii) the Leasehold Interest created by the Lease, the Lien of the Indenture, the EDC Lien and the Lien of the Lessee Security Agreement, (iv) Sublessor's Liens, (v) Owner Participant's Liens, (vi) sub-subleases permitted under the Sublease, (vii) the FRA Contingent Lien and (viii) the Lien of the FRA Subordinated Security Agreement.

"Person" or "Persons" means any individual, partnership, corporation, trust, unincorporated association or joint venture, a government or any department or agency thereof, or any other entity.

"Prepayment Amount" means the following dollar amounts for each Type of railroad car: (i) food service car: $172,505; and (ii) passenger car: $110,081.

"Principal Corporate Trust Office", with respect to the Indenture Trustee, means the office of the Indenture Trustee located at the address set forth in the first paragraph of the Indenture, or such other office at which the corporate trust business of the Indenture Trustee shall be conducted, written notice of which shall have been given to the Owner Trustee, Amtrak and the holders of outstanding Secured Notes.

"Property Insurance" has the meaning specified in Section 8.1(i) of the Sublease.

"Purchase Agreement" means that certain Agreement for Purchase of Equipment, dated June 3, 1988 between Amtrak, as purchaser, and Manufacturer, as seller, as originally

executed and as amended prior to the date hereof or as modified, amended or supplemented in accordance with the applicable provisions thereof and of the Trust Agreement and the Indenture. The Purchase Agreement has been assigned to Exporter pursuant to the Assignment Agreement.

"Rail Passenger Service Act" means the Rail Passenger Service Act (45 U.S.C. § 501 et seq.), as amended from time to time.

"Reimbursement Amount" shall have the meaning specified in Section 4.2(ii) of the Sublease.

"Release and Consent" means that certain Release of Mortgage and Consent to Lease dated as of September 1, 1989 by the FRA as originally executed.

"Renewal Rent" means the rent payable during the Renewal Term for an Item of Equipment pursuant to Section 16.2 of the Sublease.

"Renewal Term" means the period beginning on January 30, 2010 and ending on January 29, 2015 unless sooner terminated in a manner provided in the Sublease.

"Rent" means Base Rent, Renewal Rent and Supplemental Rent, collectively.

"Rent Factor" for any Rent Payment Date means the percentage of Equipment Cost set forth opposite such Rent Payment Date on Schedule 1 to the Sublease, as such Rent Factor may have been adjusted pursuant to Section 4.3 or 16.2 of the Sublease.

"Rent Payment Date" means each January 30, April 30, July 30 and October 30 during the Sublease Term commencing with April 30, 1990, or, if any such date is not a Business Day, the Business Day next following.

"Responsible Officer" of an entity means any corporate officer or other responsible official of such entity who is designated as the recipient of a notice pursuant to the provisions of any Operative Document or who, in the normal performance of such official's operational responsibilities, would have knowledge of the matter at issue and the relevant provisions of any applicable Operative Document. When used with respect to the Indenture Trustee, "Responsible Officer" means any officer within the Corporate Trust Administration (or any successor group) of the Indenture Trustee assigned by the Indenture Trustee to administer its corporate trust matters.

"Restricted Security" means a Secured Note unless and until: (i) it has been effectively registered in accordance with a registration statement under the Securities Act covering it or (ii) it has been distributed to the public pursuant to Rule 144 (or any successor rule) under the Securities Act.

"Secretary" means the Secretary of the Department of Transportation.

"Secured Note" means and "Secured Notes" mean all of the notes of Owner Trustee, substantially in the form thereof specified in Appendix A to the Indenture, as are authenticated and delivered pursuant to the Indenture.

"Secured Note Register" has the meaning specified in Section 4.01 of the Indenture.

"Securities Act" means the Securities Act of 1933 (15 U.S.C. § 77a et seq.), as amended from time to time.

"Special Sublease Default" has the meaning specified in Section 5.01 of the Indenture.

"Specified Date" with respect to any Delayed Item of Equipment means a date not more than 15 nor less than 7 days prior to the Delivery Date therefor as specified in the Delivery Notice relating to such Delayed Item of Equipment given pursuant to Section 3.1 of the Participation Agreement.

"Specified Default" means a Default specified in Sections 13.1(i), (ii), (v), (vi), (vii), (viii) and (ix) of the Sublease.

"Sublease" means that certain Sublease of Railroad Equipment, dated as of July 15, 1989, between Owner Trustee, as sublessor, and Amtrak, as sublessee, as originally executed or as modified, amended or supplemented in accordance with the applicable provisions thereof. Unless the context otherwise requires, "Sublease" shall include each Sublease Supplement.

"Sublease Assignment" means any assignment of sub-sublease pursuant to Section 15.2(ii)(d) of the Sublease.

"Sublease Default", when used in the Indenture, means a Default.

"Sublease Event of Default", when used in the Indenture, means an Event of Default.

"Sublease Rent" has the meaning specified in Section 5.01 of the Indenture.

"Sublease Supplement" means a supplement to the Sublease substantially in the form of Exhibit A to the Sublease, entered into between Sublessor and Sublessee (collectively, the "Sublease Supplements").

"Sublease Term" for each Item of Equipment means the period commencing on the Delivery Date therefor and continuing to and including the last day of the Base Lease Term, or if Sublessee exercises the renewal option contained in Section 16.2 of the Sublease, the last day of the Renewal Term, in each case unless earlier terminated pursuant to the terms of the Sublease.

"Sublessee" means 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, in its capacity as sublessee under the Sublease, and its successors and assigns.

"Sublessor" means Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity but solely as Owner Trustee except as otherwise expressly provided in the Operative Documents, in its capacity as sublessor under the Sublease, and its successors and assigns.

"Sublessor's Liens" means any Lien which results from claims by or against Sublessor, in its individual capacity or as trustee, unrelated to Sublessor's leasing or mortgaging of the Equipment pursuant to the Operative Documents.

"Subordination Agreement" means that certain Subordination Agreement and Consent to Superior Obligation and Lien dated as of June 30, 1988 by and between Amtrak, the FRA and EDC as amended and restated as of September 1, 1989.

"Supplemental Rent" means any and all amounts, liabilities and obligations (other than Base Rent or Renewal Rent) which Sublessee assumes or agrees to pay to any Person under the Sublease or under the Participation Agreement, including, without limitation, Section 4.2 of the Sublease and Sections 6 and 7 of the Participation Agreement, or under any other Operative Document, including, without limitation, payments of Casualty Value and amounts measured by reference thereto, indemnity payments and payments pursuant to the Tax Indemnity Agreement.

"Tax Assumptions" has the meaning specified in Section 2 of the Tax Indemnity Agreement.

"Taxes" has the meaning specified in Section 6.1(i) to the Participation Agreement.

"Tax Indemnity Agreement" means that certain Tax Indemnity Agreement, dated as of July 15, 1989, between Owner Participant and Amtrak, as originally executed or as modified, amended or supplemented in accordance with the applicable provisions thereof.

"Termination Date" has the meaning specified in Section 26 of the Sublease.

"Transaction Expenses" has the meaning specified in Section 7 of the Participation Agreement.

"Transferee" means the Person to whom the Owner Participant has transferred its interest in the Trust Estate in accordance with Section 12.01 of the Trust Agreement.

"Trust Agreement" means that certain Trust Agreement dated as of July 15, 1989, between Owner Participant and Wilmington Trust Company, as originally executed or as modified, amended or supplemented in accordance with the applicable provisions thereof.

"Trust Estate" means all estate, right, title and interest of Owner Trustee in and to the Equipment, the Lease, the Sublease and the Purchase Agreement and any other property contributed by Owner Participant, including, without limitation, all amounts of Rent, insurance proceeds and requisition, indemnity or other payments of any kind for or with respect to the Equipment. Notwithstanding the foregoing, except for purposes of Section 6.1 of the Participation Agreement, "Trust Estate" shall not include any Excepted Rights.

"Trust Indenture Act" means the Trust Indenture Act of 1939 (15 U.S.C. § 77aaa et seq.), as amended from time to time.

"Trustee's Expenses" has the meaning specified in Section 5.01(a) clause "Third" of the Indenture.

"Trust Indenture Estate" has the meaning specified in the Granting Clauses of the Indenture.

"Type" means each type of railroad car specified in the definition of Estimate Fair Market Value.

"Voluntary Termination" has the meaning specified in Section 26 of the Sublease.

"Warranty Assignment" means that certain Warranty Assignment dated as of July 15, 1989, between Amtrak, as assignor, and Owner Trustee, as assignee, as originally

executed or as modified, amended or supplemented in accordance with the applicable provisions thereof.

"Wilmington Trust Company" or "WTC" means Wilmington Trust Company, a Delaware banking corporation, and its successors and assigns.