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RECORDATION NO. 23139-A FILED

OCT 3 '00 2-12 PM

SURFACE TRANSPORTATION BOARD

October 3, 2000

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 Lessor Security Agreement, dated September 25, 2000, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed relates to the Memorandum of Lease which is being filed with the Board under Recordation Number 23139-A.

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

Lessor: SNC Fintrack Boree
103 Avenue des Champs Elysees
75008 Paris, France

Lessee: National Railroad Passenger Corporation
60 Massachusetts Avenue NE
Washington, DC 20002

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

One (1) high speed electric locomotive AMTK 654

23139-A

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

Lessor Security Agreement between SNC Fintrack Boree, Lessor, and National Railroad Passenger Corporation covering One (1) high speed electric locomotive AMTK 654.

Also enclosed is a check in the amount of $26.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

Robert W. Alvord

RWA/anm
Enclosures

RECORDATION NO. 23139-A FILED

OCT 3 '00 2-12 PM

SURFACE TRANSPORTATION BOARD

**LESSOR SECURITY AGREEMENT (U.S.)**

THIS LESSOR SECURITY AGREEMENT (U.S.) (this "Security Agreement") dated as of September 25, 2000, by and between SNC FINTRACK BOREE, a *société en nom collectif* with a share capital of 1000, having its registered office (*siege social*) at 103, avenue des Champs Elysées, 75008, Paris, France, as Lessor hereunder (hereinafter called "Lessor"), and NATIONAL RAILROAD PASSENGER CORPORATION (also known as Amtrak), a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia, whose chief executive office is at 60 Massachusetts Avenue, N.E., Washington D.C. 20002 ("Amtrak") (together with its successors and its permitted assignees, including the US Lessor, hereafter referred to as "Lessee").

WHEREAS:

(A) Lessor has entered into the CREDIT-BAIL AGREEMENT for certain High Speed Train Sets and Dual Cab, High-Horsepower Electric Locomotives dated as of the date hereof with Amtrak (hereinafter, as at any time amended or supplemented in accordance with the terms thereof, called the "Lease"), providing for the lease by Lessor to Lessee of the Equipment defined therein;

(B) Lessor desires to execute and deliver this Security Agreement for the benefit of the Lessee for the purpose of securing the performance of the obligations of Lessor pursuant to clause 21 of the Lease and, the Amtrak Delegation (said obligation and the obligations hereunder of Lessor, and any claims against Lessor for money damages, costs and expenses arising by reason of Lessor's failure to perform said obligations, being herein collectively called the "Obligations") and for the purpose of subjecting the property hereinafter described to the lien of this Security Agreement as security for the performance of the Obligations;

NOW, THEREFORE, THIS INSTRUMENT WITNESSETH that, to secure the performance of the Obligations, Lessor does hereby grant, bargain, sell, transfer and convey unto Lessee, its successors and assigns, a first priority lien and security interest in, all right, title and interest of Lessor in, to and under the following described property now owned and hereafter acquired (hereinafter collectively called the "Secured Property"), to wit:

> Lessor's interest in the "Equipment," as defined in the Lease Agreement and replacements thereof and substitutions therefor, including any Replacement Items substituted for Items of Equipment in accordance with clause 16.5 of the Lease, all as may be described from time to time in any Schedule I attached hereto and any proceeds thereof.

A lien upon all Secured Property hereby, or hereafter acquired by Lessor or to which it may at any time hereafter be, in any manner, entitled at law or in equity, and required to be subjected hereto shall vest in Lessee, under the terms and conditions of this Security Agreement, forthwith upon acquisition of an interest therein by Lessor, and such property shall be as fully embraced within the provisions of this Security Agreement and subject to the lien hereof as if such property were now held by Lessor and were specifically described herein and secured hereby.

TO HAVE AND TO HOLD, all and singular said property unto Lessee, its successors and assigns, as security as aforesaid.

All Secured Property described or referred to in the foregoing granting clause and included in the Secured Property, whenever acquired by Lessor, shall secure all of the Obligations.

IT IS HEREBY COVENANTED AND DECLARED by and between the parties hereto and their respective successors and permitted assigns that the terms upon which the Secured Property shall be held, used and operated (without prejudice to the terms of the Lease) are as follows:

## ARTICLE I

## DEFINITIONS

Section 1.1. Definitions. In this Security Agreement, capitalized terms not otherwise defined herein shall have the meanings specified in the Lease, and the rules of usage specified in the Lease shall apply to this Agreement.

## ARTICLE II

## PARTICULAR COVENANTS OF THE LESSOR

The Lessor covenants, agrees and warrants (which covenants, agreements and warranties are given to and for the benefit of Lessee and shall be in addition to, and shall not derogate from, the obligations of Lessor under the Lease and the other Relevant Documents to which Lessor is a party) as follows:

Section 2.1. Warranty of Lessor's Interest. On the Delivery Date for each Item of Equipment, Lessor's interest in the Equipment shall be subject to no Lessor's Lien, and Lessor shall have full power and authority to grant, bargain, sell, transfer, convey, mortgage, and give a security interest in Lessor's interest in the Equipment in the manner and form aforesaid.

Section 2.2. Recording. At the expense of Amtrak, Lessor agrees to file this Security Agreement, or a memorandum thereof, or Uniform Commercial Code financing statements and continuation statements relating thereto, delivered to Lessor in execution form, in all such jurisdictions and offices (including the United States Surface Transportation Board) as Lessee shall from time to time reasonably require in order that (a) the lien hereof as a first priority lien on all of the Secured Property, (b) the security for the Obligations, and (c) the rights and remedies of Lessee may be established, confirmed, maintained and protected; and Lessor will furnish to Lessee, at Lessee's request and expense, evidence satisfactory to Lessee of every such recording, registering and filing.

Section 2.3. Further Assurances. Lessor agrees, at Lessee's request and expense, to do and execute all such acts, things, assurances and documents as Lessee, acting reasonably, may consider necessary or desirable to establish, maintain and protect the rights of Lessee under this Security Agreement, and generally to carry out the true intent of this Security Agreement.

Section 2.4. Covenant to Discharge Secured Obligations. Lessor hereby acknowledges to Lessee that the obligations secured by this Security Agreement and in respect of which this Security Agreement is enforceable to the full extent of the Obligations as they now or from time to time exist and hereby covenants with Lessee to perform and discharge the Obligations as and when required under the Relevant Documents.

## ARTICLE III

## REMEDIES

Section 3.1. Remedies. The Lessor agrees, to the full extent that it lawfully may, that, in case Lessor shall default in the performance of the Obligations which non-performance continues for three (3) days after notice thereof (a "Default") and such Default shall be continuing, (i) Lessee shall have the rights and remedies with respect to the Secured Property of a secured party under the Uniform Commercial Code of the State of New York, United States of America (whether or not in effect in the jurisdiction where the rights and remedies are asserted), and in accordance therewith and subject to the provisions thereof, Lessee shall have the rights and powers provided in this Security Agreement, (ii) Lessee, by agent or representative, shall have the right and power to maintain possession of all or any part of the Secured Property, and to exclude Lessor and all Persons claiming under Lessor wholly or partly therefrom, and thereafter to hold, store and/or use, operate, manage and control the same, (iii) at the request of Lessee, Lessor shall promptly deliver to Lessee or to an agent or representative designated by Lessee all Secured Property the possession of which Lessee shall at the time be entitled to hereunder, and Lessee, its agents and representatives, shall have the right to enter upon any or all of Lessor's premises and property to exercise Lessee's rights hereunder and (iv) Lessee, personally or by its agents or representatives, with or without possession of the Secured Property:

A. may, to the extent permitted by law sell at one or more sales, as an entirety or in parcels as hereinafter provided, all or any part of the Secured Property, such sale or sales to be made to the highest bidder at public (or, if permitted by Applicable Laws, private) auction at such place or places, and at such time or times and upon such terms as Lessee may fix and specify in the notice of sale to be given as herein provided or as may be required by law; or

B. may proceed to protect and enforce the rights of Lessee under this Security Agreement by suit, whether for specific performance of any covenant herein contained, or in aid of the execution of any power herein granted, or for the foreclosure of this Security Agreement and the sale of the Secured Property under the judgment or decree of a court of competent jurisdiction, or for the enforcement of any other right, as Lessee shall determine, and Lessee shall be entitled, as a matter of right, to the appointment of a receiver of all or any part of the Secured Property.

Upon such taking of possession, Lessee shall have the sole right to manage and control the Secured Property and to exercise all rights and powers of Lessor in respect thereof as Lessee shall deem best, including the right to enter into any and all such agreements with respect to the leasing and/or operation of the Secured Property or any part thereof as Lessee may see fit.

Section 3.2. Notice of Sale. Notice of any sale under this Article shall state the time when and the place where the same is to be made, and shall contain a brief description of the property to be sold, and shall be sufficiently given if mailed to Lessor by registered mail and received at least 10 days prior to the sale.

Section 3.3. Delivery to Purchaser. Upon the completion of any sale under this Article, Lessor's interest in the Secured Property shall pass to such purchaser or purchasers forthwith upon the completion of such sale. Nevertheless, if so requested by Lessee or by any purchaser, Lessor shall confirm any such sale or transfer by executing and delivering to such purchaser all proper instruments of conveyance and transfer and releases as may be designated in any such request.

Every such sale shall operate to divest all right, title, interest, claim and demand whatsoever of Lessor of, in and to the property so sold, and shall be a perpetual bar, both at law and in equity, against Lessor, all Persons claiming the property sold, or any part thereof, through Lessor, and their successors or assigns.

Section 3.4. Application of Proceeds. The proceeds of any sale of the Secured Property, or any part thereof, under this Article, together with any other sums then held by Lessee, as part of the Secured Property, shall be paid to Lessee.

Section 3.5. Lessee May Purchase. At any sale under this Article, to the extent permitted by Applicable Laws, Lessee may bid for and purchase the property offered for sale, and, upon compliance with the terms of sale, may hold, retain and dispose of such property without further accountability therefor.

Section 3.6. No Implied Waiver. No delay or omission of Lessee to exercise any right or remedy arising hereunder shall impair any right or remedy; and every right and remedy given by this Security Agreement to Lessee may be exercised from time to time and as often as may be deemed expedient by Lessee. The invalidity of any remedy in any jurisdiction shall not invalidate such remedy in any other jurisdiction. The invalidity or unenforceability of any of the remedies herein provided any jurisdiction shall not in any way affect the right to the enforcement in such jurisdiction or elsewhere of any of the other remedies herein provided.

Section 3.7. Waiver of Appraisal; Laws. The Lessor agrees, to the full extent that it may lawfully so agree, that neither it nor anyone claiming through or under it will set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption law now or hereafter in force in any locality where any property subject to the lien hereof may be situated, in order to prevent, hinder or delay the enforcement or foreclosure of this Security Agreement, or the absolute sale of the Secured Property or any part thereof, or the final and absolute putting into possession thereof, immediately after such sale, of the purchaser thereof; and Lessor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may be lawful so to do, the benefit of all such laws, and any and all right to have any of the properties or assets comprising the Secured Property marshalled upon any such sale, and agrees that Lessee or any court having jurisdiction to foreclose the lien hereof may sell the Secured Property as an entirety or in such parcels as Lessee may determine.

## ARTICLE IV

## TERMINATION AND RELEASE

Section 4.1. Termination and Release. If (a) Lessor shall finally and completely fulfill all of the Obligations or (b) if the Lease Period has ended with the indefeasible transfer of title in accordance with the terms of the Lease, then this Security Agreement and the lien, rights and interests hereby granted shall cease, terminate and become null and void and Lessee shall, at its own expense, execute all such releases and any other instruments as may be necessary or reasonably requested to reconvey to Lessor all rights and interest herein granted to Lessee.

Section 4.2. Replacement. In the event of the substitution of any equipment for any Item of Equipment in accordance with Clause 3.3 of the Operating Agreement, Lessor and Lessee agree that they will, at the Lessee's expense, execute such other or further documents as may be required to (i) ensure Lessor's title to and interest in the replacement equipment becomes part of the Secured Property, and (ii) release the Item of Equipment which has been replaced by the replacement equipment from the lien created by this Security Agreement.

## ARTICLE V

## THIRD PARTIES

Section 5.1. Rights of Purchasers. No person dealing with Lessee shall be obligated to inquire whether the power that Lessee is purporting to exercise has become exercisable or otherwise as to the propriety or regularity of any sale or other dealing by Lessee with the Equipment or any other Secured Property and all the protections to purchasers conferred by law shall apply to such Persons dealing with Lessee. The receipt by Lessee of the purchase moneys shall effectively discharge the purchaser who shall not be concerned with the manner of application thereof.

## ARTICLE VI

## MISCELLANEOUS PROVISIONS

Section 6.1. Notices. All notices and other communications hereunder shall be given in accordance with Clause 22 of the Lease.

Section 6.2. Counterparts. This Security Agreement may be executed by the parties hereto in separate 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.

Section 6.3. Law and Jurisdiction.

A. THIS SECURITY AGREEMENT and all rights and obligations hereunder shall be governed by the laws of the State of New York of the of the United States of America without giving effect to any conflicts of laws provisions thereof.

B. Any dispute that may arise from the interpretation or performance of this Security Agreement shall be brought non-exclusively before the Commercial Court ("*Tribunal de Commerce*") of Paris or the United States Federal District Court, Southern District of New York.

C. Each of the parties hereto (a) hereby irrevocably submits to the nonexclusive jurisdiction of the Commercial Court of Paris and to the non-exclusive jurisdiction of the Supreme Court of the State of New York, New York County (without prejudice to the right of any party to remove to the United States District Court for the Southern District of New York) and of the United States District Court for the Southern District of New York, in each case for the purposes of any suit, action or other proceeding arising out of this Security Agreement or the subject matter hereof or any of the transactions contemplated hereby brought by any of the parties hereto or their successors or assigns, (b) hereby irrevocably agrees that all claims in respect of such suit, action or proceeding may be heard and determined in either such Commercial Court of Paris or in such New York State court or, to the fullest extent permitted by Applicable Law, in such Federal court, and (c) to the extent permitted by Applicable Law, hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Security Agreement or the subject matter hereof may not be enforced in or by such court. EACH PARTY HEREBY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT. A final judgment obtained in respect of any action, suit or proceeding referred to in this Section 6.3.C shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any manner as provided by Applicable Law. For the purpose of any actions brought before such New York State Court, or Federal court, Lessor irrevocably appoints CT Corporation System, with an office at 111 Eighth Avenue, 13th Floor, New York, New York 10011, as its agent to receive on its behalf service of copies of the summons and complaint and any other process which may be served in any such suit, action or proceeding (such agent, with respect to its respective appointing party, being the "Process Agent"). For the purposes of any action brought before the Commercial Court of Paris, Amtrak elects that its domicile is located at Babcock & Brown Sarl, 5 e etage, 21 Place Vendome, 75001 Paris, France. Each of the parties hereto hereby consents to service of process in connection with the subject matter specified in the first sentence of this Section 6.3.C in connection with the New York State court or Federal court in New York by registered mail, Federal Express, DHL or similar courier at the address to which notices to it are to be given, or in the care of the Process Agent at the Process Agent's above address, it being agreed that service in such manner shall constitute valid service upon such party or its successors or assigns in connection with any such action or proceeding only; provided, however, that nothing in this Section 6.3.C shall affect the right of any such party or its successors or assigns to serve legal process in any other matter permitted by law. Any process to be served in connection with the subject matter specified in the first sentence of this Section 6.3.C in connection with the Commercial court in Paris shall be served upon such party at its elected domicile by *huissier* (bailiff).

D. Each party agrees that in any legal action or proceedings against it or its assets in connection with this Security Agreement no immunity from such legal action or proceedings (which shall include, without limitation, suit, attachment prior to judgment, other attachment, the obtaining of judgment, execution or other enforcement) shall be claimed by or on behalf of it or with respect to its assets, irrevocably waives any such right of immunity which it or its assets now have or may hereafter acquire or which may be attributed to it or its assets and consents generally in respect of any such legal action or proceedings to the giving of any relief or the issue of any process in connection with such action or proceedings including, without limitation, the making, enforcement or execution against any property whatsoever, (irrespective of its use or intended use) of any order or judgment which may be made or given in such action or proceedings.

Section 6.4. Continuing Security. The security constituted by this Security Agreement shall not be considered as satisfied by payment or satisfaction of any part of the Obligations hereby secured but shall be a continuing security and extend to cover any and all sums of money or other obligations which shall for the time being constitute Obligations and shall not be discharged or prejudiced or affected in any way by time being given to Lessor or by any other indulgence or concession to Lessor granted by Lessee, by the taking, holding, varying, non-enforcement or release by Lessee of any other security for all or any of the Obligations, by any other thing done or omitted or neglected to be done by Lessee or by any other dealing or thing including any variation of or amendment to the Lease or any of the other Relevant Documents and any circumstances whatsoever that but for this provision might operate to exonerate or discharge Lessor from its obligations hereunder or otherwise affect the security hereby constituted.

Section 6.5. Assignment. This Security Agreement shall be binding upon, and inure for the benefit of, each of the parties hereto and their respective successors and permitted assignees and transferees.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed as of the day and year first above written.

SNC FINTRACK BOREE, as Lessor

By_____
Name: Ch. LELONG
Title:

NATIONAL RAILROAD PASSENGER CORPORATION, as Lessee

By_____
Name: Carol J Dillon
Title: Treasurer

Me Hubert LEBARON
Notaire à Paris
Certifie la signature
de Mme C. Dillon et Mr C. Lelong
apposée ci-contre

Me Hubert LEBARON, Notaire Associé à Paris ★ COUR D'APPEL ★

Claude DIDIER
Gilles GUEY
Hubert LEBARON
Louis THOZÉ
Philippe NARBEY
Notaires
140, bd Haussmann, 75008 PARIS

## SCHEDULE I

## DESCRIPTION OF EQUIPMENT

High Speed Electric Locomotive number AMTK 654