AMTRAK
SAVINGS PLAN
FOR NON-AGREEMENT
EMPLOYEES

SUMMARY PLAN DESCRIPTION

TABLE OF CONTENTS

Page

TABLE OF CONTENTS
(continued)

Page

Introduction to the Retirement Savings Plan

National Railroad Passenger Corporation ("Amtrak") sponsors the National Railroad Passenger Corporation Savings Plan (the "Plan") for eligible employees. This Plan is intended to be a qualified retirement plan under the Internal Revenue Code (the "Code") and to provide you with a valuable opportunity to save for retirement on a pretax and/or Roth after-tax and/or after-tax basis. The Plan can supplement other sources of retirement income, such as benefits provided to you under the Railroad Retirement Act, Social Security and other personal savings that you may accumulate to help build financial security for your retirement years. In addition, Amtrak will supplement your savings by matching a portion of your contributions.

The Plan may be amended from time to time to maintain compliance with federal laws affecting retirement plans and to stay current with developments related to Amtrak and its benefit programs. The Plan was most recently amended and restated effective January 1, 2014 and has been amended since then. This SPD reflects the terms of the Plan as of its most recent amendment, which was effective December 11, 2020.

This booklet is a summary plan description ("SPD") of the Plan and is intended to provide you with a general understanding of how the Plan operates. The SPD does not state all of the terms and conditions of the Plan. The detailed Plan provisions are found in the official Plan document, which contains many carefully drafted provisions. **Should there be any discrepancy between this SPD and the language in the official Plan document, or should there ever be a claim that involves the interpretation of the Plan, the provisions of the official Plan document and the Plan Administrator's interpretation of those provisions, and not this SPD, will control.**

The Plan Administrator has the overall responsibility for the administration of the Plan, including determining your eligibility and the payment of benefits under the Plan. The Plan Administrator is the Administrative Committee whose members are appointed by the President of Amtrak. The Plan Administrator has delegated much of the day-to-day administration of the Plan to Fidelity Investments.

You can review the Plan document at Amtrak's offices during normal business hours, Monday through Friday. Please contact Human Resource Department if you have questions about this SPD, the Plan, or any Plan documents.

This SPD summarizes the federal tax implications of your participation in the Plan, transactions made within your account, and distributions you may receive from the Plan. The state tax implications of your participation and these transactions should be determined based on examination of appropriate state law. Please consult with your tax advisor if you have any questions regarding state law.

Participation

Eligibility, Participation and Enrollment Requirements

Prior to January 1, 2021, if you were an employee of Amtrak, were not covered by a collective bargaining agreement, and were not classified as a casual employee, you were eligible to participate in the Plan. On and after January 1, 2021, you are eligible to participate in the Plan, if you are an employee of Amtrak and are not covered by a collective bargaining agreement.

To participate in the Plan, you may complete the enrollment process (unless you are automatically enrolled as described in the next paragraph) by calling Fidelity Investments at 1-877-477-AMTK (2685) or by visiting www.netbenefits.com. At such time, you may choose to defer a certain percentage of your compensation on a pretax and/or Roth after-tax and/or after-tax basis (this election will be your Salary Reduction Agreement). Upon completing your enrollment, you will begin participating in the Plan within the next two payroll periods.

Amtrak added automatic enrollment to the Plan for eligible employees hired on and after January 1, 2018. Amtrak will automatically withhold 3% of your compensation from each paycheck and deposit it into the Plan in your name as a pretax Salary Deferral unless:

- You were hired before January 1, 2018, or
- You affirmatively elect to opt out of automatic pretax Salary Deferrals (by electing a 0% deferral) or elect to make deferrals (pretax or Roth after-tax) at a different rate (from 0% up to 40%).

If you wish to defer a greater or lesser percentage (including 0%), you must complete a Salary Reduction Agreement designating a different percentage of Salary Deferral. If you are automatically enrolled and you do not elect an alternative deferral percentage (including 0%) by four days following the first payroll period after your date of hire, pretax Salary Deferrals will begin on the earlier of:

- The pay date for the second payroll period after you were provided an automatic enrollment notice (or the date you become an employee, if later), or
- The first pay date 30 days after you were provided an automatic enrollment notice (or the date you become an employee, if later).

After your enrollment or automatic enrollment, you may select your initial investment elections. If you do not designate investments for your contributions, your account will be invested in a default investment fund, which serves as the Plan's "qualified default investment alternative," as defined under the Employee Retirement Income Security Act of 1974 ("ERISA").

Termination of Participation

You may continue to make pretax and/or Roth after-tax and/or after-tax salary deferral contributions provided you are eligible to participate in the Plan. Your participation will cease upon your transfer to a non-eligible position, your termination of employment, or your death.

However, if you cease being an eligible employee under the Plan, you may continue to be a participant for the limited purpose of directing the investment of any assets remaining in your account.

If You Transfer from an Agreement Position or are Rehired

If you transfer to a non-eligible position or if your employment terminates and later you are transferred back to an eligible position or rehired, you will be eligible to participate in the Plan immediately upon re-enrolling, or being automatically enrolled, in the Plan, as described above. After reenrolling in the Plan, your participation in the Plan will begin within the next two payroll periods. If you are automatically enrolled and you do not elect an alternative deferral percentage (including 0%) by four days following the first payroll period after your transfer or rehire date, pretax Salary Deferrals will begin on the earlier of (i) the pay date for the second payroll period following provision of notice of automatic enrollment or the date you become an employee, if later, or (ii) the first pay date 30 days after provision of notice of automatic enrollment or the date you become an employee, if later.

Break in Service Rules

If your employment is terminated or you fail to return to employment with Amtrak after an authorized leave of absence, you will incur a break in service. An authorized leave of absence is an absence of no more than one year due to sickness or another cause approved by Amtrak, or a leave of absence due to military service.

Contributions to the Plan

You are not required to make contributions to the Plan. If you decide not to make contributions when you first become eligible, including a 0% election if you would otherwise be automatically enrolled, and you later change your mind, you may enroll in the Plan as described in the section titled “Eligibility, Participation ad Enrollment Requirements.” In addition, you may increase, decrease, or discontinue your contributions to the Plan at any time. To begin making contributions or to change the amount of your contributions, you may call Fidelity Investments at 1-877-477-AMTK (2685) or visit www.netbenefits.com. Any change you make to your deferral contributions will be effective within two payroll periods after making the change.

Compensation for the Purposes of the Plan

“Compensation” is used in the Plan to compute contributions under the Plan and to determine the limits imposed on your contributions to the Plan. For purposes of the Plan, your Compensation includes all:

- Wages, salary, overtime, shift differentials, commissions, bonuses, or other amounts Amtrak pays you for services rendered.

- Differential wage payments for qualified military service.

Compensation does not include:

- Reimbursements or other expense allowances, fringe benefits, moving expenses, deferred compensation, welfare benefits, and service guarantees

- Post-termination payments, except for amounts that

  - Amtrak pays you prior to the later of the last day of the year in which you terminate employment or two and one-half months following your termination date, and

  - Amtrak would have otherwise paid to you had you continued in employment.

Salary Deferral Contributions

As a participant, you may contribute a portion of your Compensation to the Plan on a pretax and/or Roth after-tax and/or after-tax basis. Any amount you choose to contribute on a pretax basis will not be subject to current federal—and in most places, state and local—income taxes. Note that your pretax contributions are subject to Railroad Retirement tax. You may select to defer any percentage of your Compensation ranging from 1% to 40% on a pretax and/or Roth after-tax and/or after-tax basis, provided the total amount does not exceed the annual limit announced by the IRS as described under "Annual Contribution Limits") on the next page. You may also make Catch-Up Contributions (up to the IRS limit) in a calendar year if you will attain age 50 by December 31st of that year. You must make a separate deferral election if you wish to make deferrals on any short-term incentive (STI) bonus payments you may receive, unless you have been automatically enrolled (as described in the "Eligibility, Participation and Enrollment Requirements" section, in which case the 3% automatic deferral rate will apply to any STI bonus payments you may receive). Your pretax and/or Roth after-tax, including Catch-Up Contributions, and/or after-tax contributions, will be credited to your Salary Deferral Accounts. You are fully-vested in your Salary Deferral Accounts at all times.

Employer Matching Contributions

Amtrak will match a portion of your pretax and/or Roth after-tax contributions, Catch-Up Contributions, and certain after-tax contributions to the Plan. Amtrak will match one dollar for each dollar you contribute in each payroll period, up to the first 7% of your Compensation (excluding any short-term incentive bonuses effective January 1, 2013) for such payroll period. For example, if you earn $40,000 per year and you contribute 3% of salary a year – $1,200 – to your account, Amtrak will also contribute $1,200 into your account. So at the end of the year, you and Amtrak will have contributed $2,400 into your account. As another example, if you earn $42,000 per year ($40,000 of salary and $2,000 of short-term incentive bonus) and you contribute 3% of your earnings (including 3% of your short-term incentive bonus) – $1,260 – to your account, Amtrak will contribute $1,200 (3% of your $40,000 salary) into your account. In this example, at the end of the year you and Amtrak will have contributed $2,460 into your account. All employer matching contributions will be in your "Employer Matching Account." As discussed later in the section entitled "Vesting," you will become 100% vested in your employer matching contributions after one year of employment with Amtrak.

Voluntary (After-Tax) Contributions

In addition to your pretax and/or Roth after-tax deferrals, you may also elect to defer a portion of your salary on an after-tax basis. You may elect to defer any percentage of your Compensation ranging from 1% to 40% on a non-Roth after-tax basis, and the funds will be placed in a "Voluntary Account." Your after-tax contributions will not be eligible for Employer Matching Contributions unless your after-tax contributions are made after you have exceeded the maximum amount of Salary Deferral Contributions under section 402(g) of the Code ($19,500 for 2021). You will be fully vested in your Voluntary Account at all times.

Annual Contribution Limits

Federal tax law imposes three annual limits on how much you can contribute to the Plan. Pretax and/or Roth after-tax contributions (not including Catch-Up Contributions) are limited to $19,500 for 2021, but the IRS may adjust limit in future years. Catch-Up Contributions are limited to $6,500 for 2021, but the IRS may adjust limit in future years. Thus, if you are eligible for Catch-Up Contributions, your limit for pretax and/or Roth after-tax contributions is $26,000 for 2021.

Total contributions to 401(k) accounts from all sources (pretax, Roth after-tax, employer match, and after-tax contributions) are limited to the lesser of $58,000 (or $64,500 with Catch-Up Contributions) for 2021, or 100% of your Compensation for the applicable Plan Year. This limit may be adjusted from time to time for inflation.

Federal tax law also limits the amount of Compensation that may be considered under the Plan for purposes of calculating your deferral contributions for each Plan year. This limit is $290,000 for 2021 and may be adjusted from time to time for inflation.

Rollover Contributions

You may be eligible to roll over part or all of a distribution you receive from an eligible retirement plan into this Plan. This is called a "Rollover Contribution." To make a Rollover Contribution, you should contact Fidelity Investments by calling 1-877-477-AMTK (2685), and a Fidelity retirement representative will provide you with instructions. Your Rollover Contribution will be credited to your "Rollover Accounts," and you will be fully vested in this account at all times. An eligible retirement plan is a qualified plan under section 401(a) of the Code, including after-tax employee contributions, an eligible 457(b) plan maintained by a governmental employer, and an annuity contract described in section 403(a) or 403(b) of the Code (excluding non-Roth after-tax employee contributions). A direct rollover can preserve the deferral of taxes on such distributions. Except for conduit individual retirement accounts, the Plan will not accept Rollover Contributions from an individual retirement account or an annuity described in section 408(a) or 408(b) of the Code that is otherwise eligible to be rolled over and would otherwise be includible in gross income.

NOTE: Refer to the "Loss or Delay of Benefits" section for information on instances under which your benefits may be lost or forfeited.

Investment Elections and Your Accounts

This Plan is intended to be a participant-directed plan as described in section 404(c) of ERISA, which means the Plan Administrator has elected to utilize procedures in accordance with section 404(c) of ERISA. Thus, you are legally responsible for your investment choices. The Plan Administrator does not have any legal responsibility to determine if your investment selections are appropriate for your circumstances.

Some investment options may be offered to give you an opportunity to diversify your portfolio and may not be suitable as an investment of 100% of your portfolio.

The Investment Committee determines specific investment alternatives in which you may choose to invest your account. You may elect to direct or redirect how to invest your account balance among the investment alternatives at various times, as designated by the Investment Committee, by calling Fidelity Investments at 1-877-477-AMTK (2685) or by visiting www.netbenefits.com. If you do not make any investment selections, your account will be invested in a default investment that the Investment Committee selects, which is currently a Vanguard Institutional Target Retirement Fund. Depending on your age, your account balance will default to a particular Vanguard Institutional Target Retirement Fund. Each Vanguard Institutional Target Retirement Fund is a "qualified default investment alternative" under ERISA. If your account is invested in the "qualified default investment alternative," you may redirect the investment of your account at any time by calling Fidelity Investments at 1-877-477-AMTK (2685), or by visiting www.netbenefits.com.

Vesting

Vesting is the process through which you earn a right to a benefit under the Plan. The portion of each account in which you are vested is the portion in which you have a non-forfeitable interest. This means that the vested portion of your accounts cannot be taken away from you at any time. However, the value of your vested portion will fluctuate based on investment performance.

You are always 100% vested in the funds in your Salary Deferral Account, your Voluntary Account, and your Rollover Account.

If you have less than one year of service with Amtrak, none of your Employer Matching Account is vested. However, if you have accumulated at least one year of service with Amtrak, you are 100% vested in the funds in your Employer Matching Account.

Notwithstanding the vesting requirements, your rights in your Employer Matching Account will fully vest if you are an employee on the earliest of:

- the date you turn 65;

- the first day of the first calendar month coincident with or next following the date you turn 55 and complete five years of service;

- the date you become Disabled; or
- the date of your death.

Your rights will also fully vest if the Plan is terminated or contributions to the Plan are permanently discontinued. Further, if you die while in qualified military service under the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), you will be treated as if you had resumed employment one day prior to death for the purposes of vesting and determining the amount of any benefits payable to your beneficiary.

Forfeitures

If you terminate your employment with Amtrak and are less than 100% vested in your Employer Matching Account, you will forfeit the non-vested portion of your account as of the date your employment was severed. Forfeitures retained in the Plan will be used to reduce future employer contributions payable under the Plan for that Plan Year or to correct errors otherwise required for that Plan Year.

Reemployment and Restoration of Benefits

If you forfeit the non-vested portion of your Employer Matching Account and are re-employed within five years, Amtrak will contribute to your Employer Matching Account an amount equal to any amount you previously forfeited, and you may participate in the Plan as if the termination never occurred.

Distribution of Benefits

Eligibility for Benefits

You are eligible to receive your benefits under the Plan upon your termination of employment, your retirement, your becoming totally and permanently Disabled, or your death. Under the Plan, "Disabled" means that you are eligible for and receiving Social Security disability benefits, Railroad Retirement disability benefits, or disability benefits under Amtrak's long-term disability plan. However, if you terminate employment prior to attaining age 55 and begin receiving your benefit prior to attaining age 59½, you may be subject to an excise tax under the federal tax laws. You will receive additional information regarding the tax implications of a distribution when you request your distribution. We strongly encourage you to consult with your tax advisor if you are considering a distribution.

Termination Payment

If your employment with Amtrak terminates for a reason other than death, you will be entitled to your vested benefit.

Death Benefit

If you are a participant in the Plan when you die, your account balance will be paid to your designated beneficiary or, if you have not designated a beneficiary or no beneficiary survives you, the payment will be made to your personal representative.

Payment of Benefits

In General

The method of payment of your Plan benefits depends, in part, on the value of your account in the Plan:

- If you become eligible to receive your benefit due to your termination of employment, your retirement, your becoming Disabled, or your death, and your account has $1,000 or less, your benefit will be paid to you in a lump sum (unless you elect otherwise) and your consent is not required.

- If the value of your account is greater than $1,000 but less than $5,000, and you do not elect to receive a lump-sum distribution or to roll over your account to an eligible retirement plan, Fidelity Investments will pay the distribution in a direct rollover to an individual retirement account (IRA) designated by the Plan Administrator (unless you elect otherwise), and your consent is not required.

- If the value of your account is more than $5,000, no payments will be made without your consent. You may contact Fidelity Investments to request a lump-sum distribution or rollover of your account to an eligible retirement plan or IRA, or, if eligible, a distribution in installment payments.

No matter the value of your account, not earlier than 180 days but not later than 30 days prior to distribution, Fidelity Investments will send you (or your beneficiary) a notice of your eligibility to receive a distribution. The notice will explain your right to request payment in the form of a direct rollover, and, if the value of your vested benefit is more than $5,000, your right to defer payment to a later date.

Installment Option

If your vested benefit is at least $5,000 and you have accumulated at least five years of service by your severance date, you may elect to receive your vested benefits in installments. If you elect this option, your vested benefits will be paid to you in substantially equal amounts over a period of time. You may elect annual or more frequent installments for a period of one to 15 years, as long as the lump-sum amount you would have received, divided by the number of years in the fixed period, equals at least $5,000.

Payments to Beneficiaries after Your Severance from Employment

If you die after you terminate employment but before you have received your total distribution, your remaining distribution will be paid to your designated beneficiary. If you have not designated beneficiary or no beneficiary survives you, the payments will be made to the personal representative of your estate.

You may designate a beneficiary, or change your beneficiary designation, at any time by calling Fidelity Investments at 1-877-477-AMTK (2685) or by visiting www.netbenefits.com. If you are married, your beneficiary will be your surviving spouse. If you are married and want to designate someone other than your spouse as your primary beneficiary, your spouse must consent to the designation in writing. His or her signature must be witnessed by a Plan representative or a notary public. If you die and do not have a valid beneficiary and are not survived by a spouse, your benefits will be paid to the personal representative of your estate.

Timing of Benefit Payments

Unless you elect to defer your payments to a later date, your payments must begin no later than the 60th day after the close of the Plan Year in which the latest of the following occurs:

- you turn 65;
- 10 years have passed since you began participating in the Plan; or
- you terminate your service with Amtrak.

Mandatory Distribution Date

Your distributions must begin no later than April 1 of the year following the later of the year you attain age 70½ (age 72, for distributions required to be made after December 31, 2019 if you attain age 70½ after December 31, 2019) or the year in which you terminate employment. If you were a participant in a qualified plan that was transferred, merged, or consolidated into the Plan prior to January 1, 1997, you may elect to begin your required minimum distribution upon attainment of age 70½ (age 72, for distributions made after December 31, 2019 if you attain age 70½ after December 31, 2019) while you are still employed with Amtrak, regardless of whether this date is the mandatory distribution date.

Distributions During Employment

Because the Plan is intended to be a long-term savings vehicle to be used for accumulating retirement savings and it offers you significant tax advantages, certain restrictions apply with respect to withdrawals from your account. The amount available for withdrawal is based upon the value of your account on the day that your withdrawal is processed.

Hardship Withdrawals

You may request a "hardship withdrawal," which is a withdrawal from your account (excluding matching contributions, qualified nonelective contributions and earnings thereon, and qualified matching contributions and earnings thereon) in the event of an immediate and heavy financial need. Only certain situations can qualify for hardship withdrawals. In general, hardship withdrawals are available if you need to:

- Purchase your principal residence (but not make mortgage payments);
- Prevent eviction or foreclosure on the mortgage for your principal residence;

- Pay postsecondary education tuition for the next 12 months for you, your spouse, your children, or other legal dependents;
- Pay medical expenses incurred by you, your spouse, your children, or other legal dependents;
- Pay burial or funeral expenses for your parents, spouse, children, or other legal dependent; or
- Repair damage to your principal residence that will qualify as a casualty deduction.

The minimum amount that will be considered for a hardship withdrawal is $500.00. If you need to request a hardship withdrawal, you must call Fidelity Investments at 1-877-477-AMTK (2685) or visit www.netbenefits.com for instructions on how to submit a request. Fidelity Investments will approve your request if it is determined that your need cannot be relieved by

- Reimbursement or compensation by insurance or otherwise;
- Reasonable liquidation of assets; or
- Cessation of contributions to the Plan.

In-Service Withdrawals from Voluntary Accounts

You may withdraw any amount in your Voluntary Contribution Account at any time, even if you are still an employee. However, you may not make an in-service withdrawal within one year of a previous in-service withdrawal, and you must have at least one year of service before making an in-service withdrawal. You may request an in-service withdrawal by calling Fidelity Investments at 1-877-477-AMTK (2685) or by visiting www.netbenefits.com

In-Service Withdrawals from Salary Deferral Accounts, Employer Matching Accounts and Rollover Accounts

You may elect to receive a distribution of all or part of your Salary Deferral Account, Employer Matching Account, or Rollover Account when you reach age 59½. The distribution will occur as soon as administratively feasible following the date Fidelity Investments receives your request for an in-service withdrawal. If you have taken out a loan from your account, as described below, the maximum amount that may be withdrawn is reduced by the outstanding balance of the loan. Your in-service withdrawal of pretax contributions will be subject to income taxes. You may request an in-service withdrawal by calling Fidelity Investments at 1-877-477-AMTK (2685) or by visiting www.netbenefits.com.

Military Distributions

If you are in qualified military service for a period of more than 30 days and are receiving military differential pay, you may elect to receive a distribution of all or part of your account. The distribution will occur as soon as administratively feasible following the date Fidelity receives your request for an in-service withdrawal. Your withdrawal of pretax contributions will be subject to income taxes. You may request a withdrawal on account of qualified military service by calling Fidelity Investments at 1-877-477-AMTK (2685) or by visiting www.netbenefits.com.

Withdrawals for Automatically Enrolled Employees

If you are automatically enrolled in the Plan, you may withdraw automatically withheld amounts (automatic deferrals) within 90 days after your date of hire, regardless of any other withdrawal restrictions under the Plan. Such a withdrawal will not be subject to the 10% federal penalty for early withdrawal, but will be subject to income taxes. If you withdraw the automatic deferrals, no additional deferrals will be withheld from your paycheck unless you complete a Salary Reduction Agreement.

Loans from the Plan

The Plan provides you with the opportunity to borrow from your account. Loans are available to all participants on a reasonably equivalent basis, bear a reasonable interest rate, and must be adequately secured. The minimum loan amount is $1,000. The maximum loan amount is the lesser of (i) $50,000 reduced by the excess, if any, of (A) the highest outstanding loan balance of any Plan loans made during the preceding 12-month period, less (B) any outstanding loan balance under the Plan on the date the loan is made; or (ii) 50% of the value of your vested Account under the. All of your loans from plans maintained by Amtrak will be considered for purposes of determining the maximum amount of your loan. You may have only two loans at a time and the term of the loan cannot exceed five years, unless the loan is to acquire, construct, reconstruct, or substantially rehabilitate your primary residence. You may view the Plan's loan policies and procedures and request a Plan loan by calling Fidelity Investments at 1-877-477-AMTK (2685) or by visiting www.netbenefits.com.

Direct Rollover Distributions

You can preserve the tax-deferred status of the taxable portion of your distribution from the Plan by directing that it be rolled over into an eligible retirement plan. Any distribution paid in installments or any hardship withdrawal is not eligible for a rollover distribution. An eligible retirement plan is an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, an annuity plan described in section 403(a) of the Code, a governmental deferred compensation plan described in section 457(b) of the Code, a qualified trust described in section 401(a) of the Code, or an annuity contract described in section 403(b) of the Code. An eligible retirement plan also includes a Roth IRA. Because the tax laws are complex with regard to distributions and rollovers from qualified plans, we urge you to consult with your tax advisor before rolling over distributions from the Plan.

Loss or Delay of Benefits

While you retain ownership of any contributions you make to the Plan and related investment earnings, below is a summary of situations that could delay payment of your vested Account balance or result in a forfeiture:

- If you fail to properly apply for benefits or to provide necessary information, payment of your benefits could be delayed.
- If you do not keep your most recent address on file with Amtrak and Fidelity Investments and you cannot be located, your benefit payment may be delayed.

- If you leave employment and are not fully vested, your matching contributions, plus any related investment earnings, will be forfeited.
- If you fail to make a timely appeal of a denied claim, those benefits will not be paid (refer to the "Claims" section below).
- Benefits may also be reduced or lost due to limitations under the Code; the imposition of income, penalty and excise taxes or a federal tax lien; the application of a qualified domestic relations order; or a judgment or settlement agreement that requires you to make payments to the Plan.
- If the value of your account decreases due to investment losses.
- If your Plan Account is reduced to pay for Plan expenses.
- If you fail to timely advise the Plan Administrator in writing of an error or omission in your quarterly Plan account statement, or in any statement, notice, confirmation or disclosure you receive.

Amendment and Termination

Although Amtrak intends to maintain the Plan indefinitely, Amtrak reserves the right to amend or terminate the Plan at any time. Further, each participating employer may terminate its participation in the Plan at any time. No amendment or termination will retroactively decrease the amounts already credited to your accounts under the Plan.

Claims

Filing a Claim for Benefits

To request a distribution from the Plan, you or your beneficiary must contact Fidelity Investments by calling 1-877-477-AMTK (2685) or by visitingwww.netbenefits.com.

If Your Claim Is Denied

If your claim for benefits is wholly or partially denied, the Administrative Committee or its agent will notify you of the denial and the reasons for the denial within 90 days after your claim is received. In some cases, the Administrative Committee or its agent may require up to an additional 90 days to process your claim. If so, you will be notified in advance of the extension, and the extension may not exceed a total of 180 days from the date your claim was originally filed.

If your claim is denied, the notice of denial will include:

- the specific reason or reasons for the denial;
- reference to the specific provisions of the Plan on which the denial is based;
- a description of the Plan's review procedures and time limits;
- a description of any additional material or information necessary for you to complete your claim and an explanation of why such material or information is necessary; and
- a statement of your right to bring a civil action under section 502(a) of ERISA following an adverse determination upon appeal.

You or your authorized representative may appeal the denial by submitting a written request to the Administrative Committee. You must submit your request within 60 days of receiving notice of the denial. In your letter, you should state the reason why you believe the claim should not have been denied and include any other documents or information that may have a bearing on your claim. You may also review any pertinent Plan documents, records, or information relevant to your claim.

Your appeal will be given a full and fair review. You will be sent written notification of the decision upon the review, and the basis for the decision within 60 days. If special circumstances warrant an extension, then the decision will be made no more than 120 days after your request for an appeal is received.

Benefits will be paid only if the Administrative Committee determines, in its discretion, that you or your beneficiary is entitled to them. If you believe that your appeal was improperly denied, you have the right to commence an action under section 502(a) of ERISA if you have exhausted the Plan's claims and appeals procedures described above. Any such legal action must be initiated no later than 12 months following the decision on appeal.

Miscellaneous

Military Service

If you return to work after a period of military service, you will be eligible to make up pretax and/or Roth after-tax and/or after-tax contributions you would otherwise have made under the Plan for your period of military service in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), provided that your military service is "qualified military service" under USERRA and you have reported back to work within the prescribed time period under USERRA. If you have an outstanding Plan loan, your loan payments will be suspended during your period of qualified military service, and a special interest rate may be available. If you die while performing qualified military service, you will be deemed as having resumed employment on the day prior to death and then terminated employment due to death.

Decision Making Authority with Respect to the Plan

As the Plan Administrator, the Administrative Committee has the sole discretionary authority to interpret the written terms of the Plan and to apply them to specific situations. The President of Amtrak has no duty with respect to the administration of the Plan, other than the appointment of members of the Administrative Committee.

Limitations on Your Rights Under the Plan

The Plan does not give any person the right to remain an employee of Amtrak. It creates only those rights specifically provided in the Plan.

Assignment or Alienation of Benefits

No benefit under the Plan may be assigned or pledged as collateral or security for a loan (other than a loan from the Plan), nor may any benefit be subject to your debts and other legal obligations. There are some exceptions, however, to this rule. Generally, individuals who are convicted of a crime or fiduciary breach involving the Plan may be ordered to pay amounts from their Plan accounts.

Also, the Plan may be required by law to recognize obligations you incur as a result of court-ordered property settlement, child support, or alimony payments. The Plan must honor a “qualified domestic relations order.” A “qualified domestic relations order” is defined as a decree or order issued by a court that provides for property settlement in connection with a divorce or separation; that obligates you to pay child support or alimony; or that otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, child, or other dependent. If a qualified domestic relations order is received by the Plan, all or a portion of your benefits may be used to satisfy the obligation. Fidelity Investments will determine the validity of any domestic relations order it receives in accordance with established procedures. You may obtain a copy of these procedures at no charge by visiting http://qdro.fidelity.com.

Benefits Not Insured by PBGC

Benefits provided by the Plan are not insured or guaranteed by the Pension Benefit Guaranty Corporation (PBGC) under Title IV of ERISA because the insurance provisions of ERISA are not applicable to this particular type of plan.

Your Rights Under ERISA

As a participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator’s office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated SPD. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan’s annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement telling you your current account balance and whether you have a right to receive a vested benefit at normal retirement age (age 65). If you do not have a vested right to a benefit, the statement will tell you how many more years you have to work to earn a

vested right. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including Amtrak, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court after exhausting the Plan's claims procedures. In addition, if you disagree with the Plan's decision or lack thereof concerning the status of a qualified domestic relations order, you may file suit in a federal court after exhausting the Plan's claims procedures. If it should happen that the Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees—for example, if it finds that your claim is frivolous.

Assistance with Your Questions

If you have any questions about the Plan, this SPD, or your rights under ERISA, you should contact the Plan Administrator (listed in the "General Plan Information" section of this SPD). If you have any further questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications office of the Employee Benefits Security Administration.

General Plan Information

The following is certain general information that you may need to know about the Plan.

PLAN NAME	National Railroad Passenger Corporation Savings Plan
PLAN IDENTIFICATION NUMBER	333
PLAN TYPE	401(k) defined contribution plan
EFFECTIVE DATE OF PLAN	July 1, 1981
NAME AND ADDRESS OF EMPLOYER	National Railroad Passenger Corporation 1 Massachusetts Avenue, NW Washington, D.C. 20001
EMPLOYER'S FEDERAL IDENTIFICATION NUMBER	52-0910053
PLAN ADMINISTRATOR	Administrative Committee Attn: Human Resource Department National Railroad Passenger Corporation 1 Massachusetts Avenue, NW Washington, D.C. 20001 (844) 560-1942
TRUSTEE	Fidelity Management Trust Company
MAILING ADDRESS OF TRUSTEE	Fidelity Management Trust Company 82 Devonshire Street Boston, MA 02109
AGENT FOR SERVICE OF LEGAL PROCESS	Legal Process may be served on the Plan Administrator or the Plan Trustee
PLAN YEAR END	December 31

NOTES