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SUITE 200
WASHINGTON, D.C.

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ELLSWORTH C. ALVORD (1964)

20006-2973

OF COUNSEL
URBAN A. LESTER

(202) 393-2266

FAX (202) 393-2156

Sp. to
April 18, 1996

Counting papers
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 Security Agreement, dated as of April 1, 1996, a primary document as defined in the Board's Rules for the Recordation of Documents and two (2) copies of a Security Agreement Supplement No. 1, dated April 19, 1996, a secondary document related thereto.

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

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

Secured Party: Fidelity and Deposit Company of Maryland
300 Saint Paul Place
Baltimore, Maryland 21202

A description of the railroad equipment covered by the enclosed documents is set forth on Schedule I attached to the Security Agreement Supplement No. 1.

20021
APR 1 1996
20021-A
APR 1 1996

APR 19 1 34 PM '96

Mr. Vernon A. Williams
April 18, 1996
Page 2

Also enclosed is a check in the amount of \$42.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

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

Very truly yours,

A handwritten signature in black ink, appearing to read "R. Alvord", written in a cursive style.

Robert W. Alvord

RWA/bg
Enclosures

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20425-0001

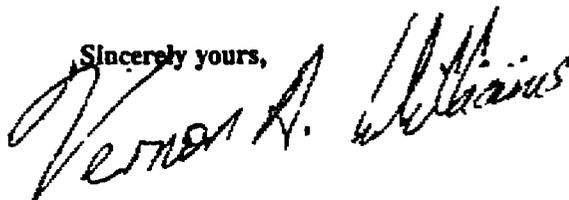
4/19/96

Robert W. Alvord
Alvord And Alvord
918 Sixteenth Street, NW, Ste. 200
Washington, DC., 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 4/19/96 at 1:40PM, and assigned recordation number(s) 20024 and 20024-A.

Sincerely yours,

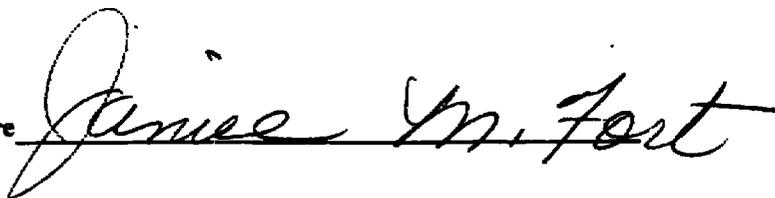


Vernon A. Williams
Secretary

Enclosure(s)

\$ 42.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



2002
APR 1 9 1996
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

SECURITY AGREEMENT

Dated as of April 1, 1996

between

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
individually and as agent for certain
lenders hereinafter described,
as Secured Party,

and

NATIONAL RAILROAD PASSENGER CORPORATION
as Debtor

FILED WITH THE SURFACE TRANSPORTATION BOARD
PURSUANT TO 49 U.S.C. §11301 ON APRIL __, 1996 AT _____ .M.,
RECORDATION NUMBER _____

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EXHIBIT A - Form of Security Agreement Supplement

SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Security Agreement"), dated as of April 1, 1996 is made by and between NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under the Rail Passenger Services Act and the laws of the District of Columbia, having an office and place of business at 60 Massachusetts Avenue, N.E., Washington, D.C. 20002 (together with its successors and assigns, "Debtor"), and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a Maryland corporation, having an office and place of business at 300 Saint Paul Place, Baltimore, Maryland 21202, individually and as agent (in such capacity, together with its successors and assigns, "Secured Party") for the Lenders (as defined below).

R E C I T A L S

A. Pursuant to that certain Loan Agreement dated as of even date herewith (the Loan Agreement, and all extensions, renewals, amendments, substitutions or replacements thereto, as the "Loan Agreement") by and among Debtor as the borrower, the entities whose names are set forth in the introductory paragraph thereof as lenders (individually, a "Lender" and, collectively, the "Lenders"), and the Secured Party, as agent for the Lenders, the Lenders agreed to make the Loan (as therein defined) to Debtor, upon the terms and conditions set forth therein, to finance the acquisition of the Units (as hereinafter defined).

B. Pursuant to the Agreement for the Purchase of Viewliner Equipment dated February 1, 1993, between Debtor and Morrison and Knudson Corporation, an Ohio corporation ("MK"), as modified by Change Order 1, Change Order 2 and Amendment to Amtrak Contract dated October 10, 1995, between MK and Debtor; and as assigned to American Passenger Rail Car Company, L.L.C., a Delaware limited liability company ("Amerail"), pursuant to the Assignment of Contract dated October 10, 1995, among Amerail, Debtor and MK (the "Commercial Contract"), Debtor has agreed to purchase those certain railroad cars (individually, a "Unit" and, collectively, the "Units") specifically identified from time to time in supplements to this Security Agreement, in substantially the form of Exhibit A hereto (each a "Security Agreement Supplement").

C. In order to induce Secured Party and the Lenders to enter into the Loan Agreement, Debtor does hereby grant, pledge, assign and convey, and grant to Secured Party a continuing security interest in and to the Collateral (as hereinafter defined), to secure all of its Secured Obligations (as hereinafter defined).

D. The Lenders have conditioned their obligation to enter into the Loan Agreement and to make the Loan to Debtor upon the execution and delivery of this Security Agreement by Debtor.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees with Secured Party as follows:

SECTION 1. Definitions. Unless otherwise defined herein, all capitalized terms used herein shall have the respective meanings given to such terms in Annex A to the Loan Agreement. Unless otherwise defined herein, all terms defined in Article 9 of the Uniform Commercial Code in effect as of the date hereof in the District of Columbia are used herein as therein defined.

SECTION 2. Grant of Security Interest. To secure the prompt and complete payment and performance when due of all obligations, indebtedness and liabilities of the Debtor to the Lenders, now or hereafter existing under, arising out of or in any way connected with the Operative Agreements, including, without limitation, the Loan Agreement, whether for principal, interest, fees, expenses or otherwise (collectively, the "Secured Obligations"), Debtor hereby grants, conveys, hypothecates, pledges and assigns to the Secured Party, for the benefit of the Lenders, and their respective successors and assigns, a security interest in and lien on all of Debtor's right, title or interest, whether now owned or hereafter acquired and wherever located of the property described below (collectively, the "Collateral"):

First, all Units specifically identified in Security Agreement Supplements from time to time and all components, parts and appurtenances thereof (whether inventory, equipment or otherwise) acquired and to be acquired under the Commercial Contract, together with all replacements, replacement parts, additions, repairs, repair parts, accessions and accessories incorporated therein and/or affixed thereto, all special tools and devices incorporated therein, and all replacements and substitutions thereof, to the extent of any and all right, title and interest now owned or held or hereafter acquired by Debtor;

Second, all of Debtor's right, title and interest in the Commercial Contract;

Third, all of Debtor's interest, if any, pursuant to Section 20.07 of Exhibit B to the Commercial Contract in all materials, parts, equipment and work-in-progress in respect of which reimbursement is made by Debtor to Amerail as provided in the Commercial Contract; and

Fourth, any and all proceeds (including any claims or insurance payable by reason of loss or damage to the Units) of or for any of the foregoing listed Collateral.

TO HAVE AND TO HOLD the Collateral, together with all rights, titles, privileges and preferences appertaining or incidental thereto, unto Secured Party and its successors and assigns forever, subject, however, to the terms, covenants and conditions set forth herein.

SECTION 3. Debtor Remains Liable. Anything herein to the contrary notwithstanding, (a) Debtor shall remain liable under each contract, agreement and obligation included in the Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Security Agreement had not been executed, (b) the exercise by Secured Party of any of the rights hereunder shall not release Debtor from any of its duties under any contract, agreement or obligation included in the Collateral, and (c) Secured Party shall not have any obligation or liability under any contract, agreement or obligation included in the Collateral, nor shall Secured Party be obligated to perform any of the obligations

or duties of Debtor thereunder, or to make any payment, or to make any inquiry as to the nature or sufficiency of any payment received by Secured Party or the sufficiency of any performance by any party under any such contract, agreement or obligation, or to present or file any claim, or to take any action to collect or enforce any performance or any claim for payment which may have been assigned to Secured Party, or in which it may have been granted a security interest or to which it may be entitled at any time or times.

SECTION 4. Representations and Warranties; Covenants. Debtor represents and warrants to Secured Party as follows:

(a) The chief place of business of Debtor and the chief executive office of Debtor is 60 Massachusetts Avenue, N.E., Washington, D.C. 20002

(b) Debtor owns, or to the extent that the Collateral is to be acquired after the date hereof, will own, good and marketable title to the Collateral free and clear of any lien, security interest, charge or encumbrance except for the liens and security interests created by this Security Agreement and Permitted Liens, if any, and has the right to mortgage, encumber and hypothecate the Collateral in accordance with the terms set forth in this Security Agreement. Except for the FRA Security Agreement, no effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording office, except such as may have been filed in favor of Secured Party relating to this Security Agreement, in connection with Permitted Liens.

(c) This Security Agreement creates valid and enforceable security interests in the Collateral in favor of Secured Party, securing the payment and performance of the Secured Obligations, and all filings and other actions necessary or desirable to perfect and protect such security interests have been duly taken. Such security interests as so perfected are of first priority except as expressly permitted hereunder.

(d) No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either (i) for the grant by Debtor of the security interests granted hereby or for the execution, delivery or performance of this Security Agreement by Debtor or (ii) for the perfection of such security interests or the exercise by Secured Party of its rights and remedies hereunder and thereunder, except such as have been duly taken or obtained and are in full force and effect.

SECTION 5. Further Assurances.

(a) Debtor shall from time to time, at the expense of Debtor, promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Secured Party may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable Secured Party to exercise and enforce its rights and remedies hereunder and thereunder with respect to any Collateral. Without limiting the generality of the foregoing, Debtor will, at its expense: (i) maintain this Security Agreement in full force and effect and

comply with all the terms and conditions thereof; and (ii) execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as Secured Party may request, in order to perfect and preserve the security interests granted or purported to be granted hereby.

(b) Debtor hereby authorizes Secured Party to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of Debtor where permitted by law. A carbon, photographic or other reproduction of this Security Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(c) Debtor will furnish to Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Secured Party may reasonably request in order to protect its interests.

SECTION 6. Taxes. Debtor shall pay promptly when due all property and other taxes, assessments and governmental charges or levies imposed upon, and all claims (including claims for labor, materials and supplies) against, the Collateral, except to the extent the validity thereof is being contested in good faith by appropriate proceedings.

SECTION 7. Transfers. Debtor shall not sell, assign (by operation of law or otherwise) or otherwise dispose of any of the Collateral.

SECTION 8. Secured Party Appointed Attorney-in-Fact. Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact, with full authority in the place and stead of Debtor and in the name of Debtor or otherwise, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Security Agreement, including, without limitation:

- (i) to obtain and adjust insurance required to be paid to Secured Party pursuant to Section 6.07 of the Loan Agreement and to execute any proof of claim, subrogation receipt and any other document required by an insurance company in connection with payment of claims;
- (ii) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;
- (iii) to receive, endorse, and collect any notes, checks, money orders, drafts or other instruments, documents, bills of lading, warehouse receipts and chattel paper, in connection with the Collateral and insurance thereon;

- (iv) to pay or discharge any taxes, liens or other encumbrances levied or placed on the Collateral; and
- (v) to file any claims or take any action or institute any proceedings which Secured Party may deem necessary or desirable for (A) the collection of any of the Collateral or (B) otherwise to protect, preserve and enforce the rights of Secured Party with respect to any of the Collateral.

SECTION 9. Secured Party May Perform. If Debtor fails to perform any contract, agreement, or obligation included in the Collateral, Secured Party may itself, but shall not be obligated to, perform, or cause performance of, such contract, agreement or obligation, and the expense of Secured Party incurred connection therewith shall be payable by Debtor in accordance with Section 11(b).

SECTION 10. Secured Party's Duties. The powers conferred on Secured Party hereunder are solely to protect its interest in the Collateral and its rights hereunder and shall not impose any duty upon it to exercise any such powers. Except for the accounting for moneys actually received by it hereunder, Secured Party shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral.

SECTION 11. Remedies.

(a) If any Event of Default shall have occurred and be continuing, Secured Party may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party under the Uniform Commercial Code of the District of Columbia and any other applicable law of any jurisdiction (the "Code") (whether or not the Code applies to the affected Collateral) and also may:

- (i) require Debtor to, and Debtor shall at its expense and upon request of Secured Party forthwith, assemble all or part of the Collateral as directed by Secured Party and make it available to Secured Party at a place to be designated by Secured Party;
- (ii) enter, with or without notice to Debtor, with or without judicial process, and as to any or all of the Collateral, any premises where any of the Collateral or the books and records of Debtor related thereto may be located, and without charge or liability to Secured Party for trespass or otherwise, seize and remove such Collateral and such books and records from such premises or remain upon such premises and use the same without rent for the purpose of processing and/or realizing on the Collateral and/or enforcing any and all rights and remedies of Secured Party under this Security Agreement; and

- (iii) without notice except as specified below, but in good faith and in a commercially reasonable manner, sell, lease, assign, grant an option or options to purchase or otherwise dispose of the Collateral or any part thereof in its then condition or after further processing in one or more parcels at public or private sale or sales, at any exchange, broker's board or at any of Secured Party's offices or elsewhere, at such prices as it may deem best, for cash, on credit or for future delivery, with or without representations or warranties, and upon such other terms as Secured Party may in its sole discretion deem advisable; *provided, however*, that the net proceeds of any such credit sale, future delivery or lease shall not be applied as hereinafter provided until the cash proceeds thereof are actually received by Secured Party. Debtor agrees that, to the extent notice of sale shall be required by law, fifteen days' notice to Debtor of the time and place or any public sale or the time after which any private sale is to be made shall constitute reasonable notification. No notification need be given to Debtor if it has signed, after an Event of Default, a statement renouncing any right to notification of sale or other intended disposition. Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Secured Party shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in Debtor, which right or equity is hereby expressly waived and released.

All cash proceeds received by Secured Party in respect of any sale or lease of, collection from, or other realization upon all or any part of the Collateral may, in the discretion of Secured Party, be held by Secured Party as collateral for, and within a reasonable period of time thereafter be applied (after payment of any amounts payable to Secured Party pursuant to Section 12) against, all or any part of the Secured Obligations in the following order:

- First:** to the payment of all expenses incurred by Secured Party incident to the enforcement of this Security Agreement or any of the Secured Obligations including, without limitation, all expenses of any entry, taking of possession, sale, advertisement thereof, and conveyance, as well as, court costs, compensation of agents and employees, attorneys' fees and disbursements;
- Second:** to the payment of all other costs, charges, expenses, liabilities and advances incurred or made by Secured Party under this Security Agreement or in executing any trust or power hereunder; and

Third: to the payment of amounts in the order of priority as specified in Section 8.04 of the Loan Agreement.

Any surplus of such cash or cash proceeds held by Secured Party and remaining after application as collateral for, or to payment in full of, all the Secured Obligations shall be paid over to Debtor or to whomsoever may be lawfully entitled to receive such surplus. If upon any such sale or lease, collection or other realization, the proceeds thereof are insufficient to pay to Secured Party all amounts to which it is legally entitled, Debtor will be liable for the deficiency, together with interest thereon, at the rate prescribed in the Loan Agreement.

(b) To the extent permitted by applicable law, Debtor waives all claims, damages and demands against Secured Party arising out of the repossession, retention or sale of the Collateral.

(c) Debtor recognizes that in the event Debtor fails to perform, observe or discharge any of its obligations or liabilities under this Security Agreement, Secured Party may determine that no remedy at law will provide adequate relief to Secured Party, and agrees that Secured Party shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

SECTION 12. **Indemnity.** Debtor agrees to indemnify, defend and hold harmless, on an After-Tax Basis, Secured Party and each shareholder, officer, director, employee and agent thereof from and against any and all claims, losses and liabilities growing out of or resulting from this Security Agreement (including, without limitation, enforcement of this Security Agreement) as set forth in Section 9.01 of the Loan Agreement.

SECTION 13. **Limitation by Law; Severability.**

(a) All rights, remedies and powers provided in this Security Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Security Agreement are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Security Agreement invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered, or filed under the provisions of any applicable law.

(b) Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction the substantive laws of which are held to be applicable hereto shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any such jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 14. **Waivers, Amendments; Cumulative Remedies.** None of the terms or provisions of this Security Agreement may be waived, altered, modified or amended except by an instrument in writing executed by the Debtor and Secured Party. Any such waiver shall be valid only to the extent therein set forth. A waiver by Secured Party of any right or remedy

under this Security Agreement on any one occasion shall not be construed as a bar to any right or remedy which Secured Party would otherwise have on any future occasion. Neither any failure to exercise nor any delay in exercising on the part of Secured Party of any right, power or privilege under this Security Agreement shall operate as a waiver thereof; further, no single or partial exercise of any right, power or privilege under this Security Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided in this Security Agreement are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights or remedies provided by law or in equity. The Secured Party or any Lender may have or in the future may hold other security and/or guaranties to secure all or any part of the Secured Obligations, but it is specifically understood and agreed that neither the execution and delivery of this Security Agreement nor the holding of any other security and/or guaranty shall at any time or in any way operate to prevent or hinder the Secured Party or any Lender from resorting first to such other security and/or guaranty or first to the Collateral, or first from time to time to both; and the Secured Party may from time to time as the Secured Party sees fit, in the Secured Party's sole and uncontrolled discretion, resort to all or any part of the Collateral without resorting to all or any other security and/or guaranty securing such Secured Obligations, or to all or any part of any other security and/or guaranty securing the Secured Obligations without resorting to all or any part of the Collateral, and such action on the Secured Party's part shall not in any wise be considered as a waiver of any of the benefits or rights of the Secured Party relating to the Collateral or such other security and/or guaranties.

SECTION 15. Notices. All notices and other communications provided for hereunder shall be given to Debtor and Secured Party in the manner and to the address provided in the Loan Agreement.

SECTION 16. Continuing Security Interest: Successors and Assigns. This Security Agreement shall create a continuing security interest in the Collateral and shall (i) subject to Section 17 hereof, remain in full force and effect until Secured Party has expressly acknowledged the indefeasible payment in full of the Secured Obligations or otherwise knowingly and voluntarily released its security interest in the Collateral by an instrument in writing, (ii) be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Debtor may not assign or transfer (whether by operation of law or otherwise) any of its rights under this Security Agreement without the prior written consent of Secured Party (and any purported assignment or transfer effected without such written consent shall be null and void) and (iii) inure to the benefit of Secured Party's successors, transferees and assigns, and nothing herein or in any other Operative Agreement is intended or shall be construed to give any other person any right, remedy or claim under, to or in respect of this Security Agreement or any other Collateral.

SECTION 17. Termination. Upon payment in full of the Secured Obligations, the security interests, assignments, and all other rights in the Collateral granted hereby shall cease and become null and void and all of the property, rights and interests granted as security for the payment of the Secured Obligations shall revert to and revest in the Debtor without further act or formality whatsoever. In addition, the security interests, assignments, and all other rights in a particular Unit granted hereby shall cease and become null and void and all of the

property, rights, and interests granted as security for the payment of the Secured Obligations in respect of such Unit shall revert to and revest in the Debtor without further act or formality, if at any time the Borrower prepays the then unpaid principal amount of any Loan with respect to such Unit.

SECTION 18. Governing Law. This Security Agreement shall be governed by, and be construed and interpreted in accordance with, the laws of the District of Columbia without regard to principles of conflicts of laws.

SECTION 19. Counterparts. This Security Agreement may be executed in two counterparts, each of which when so executed shall be deemed to be an original, enforceable against the signatory thereto, and both of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

DEBTOR:

NATIONAL RAILROAD PASSENGER
CORPORATION

By: 
Name: Brian D. Adams
Title: Treasurer

SECURED PARTY:

FIDELITY AND DEPOSIT COMPANY OF
MARYLAND, individually and as agent for the
Lenders

By: _____
Name: _____
Title: _____

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

On this 16th day of April, 1996, before me personally appeared Brian D. Adam, to me personally known, who being by me duly sworn, says that he is Treasurer of NATIONAL RAILROAD PASSENGER CORPORATION, that the foregoing 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 *Robert M. Vilter*

My Commission Expires: _____

[SEAL]

ROBERT M. VILTER
Notary Public, State of New York
No. 02VI5023698
Qualified in New York County
Commission Expires Feb. 14, 1998

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

DEBTOR:

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____
Name: _____
Title: _____

SECURED PARTY:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND, individually and as agent for the Lenders

By: 
Name: Robert L. Lawrence
Title: Senior Vice President

STATE OF Md)
)
 COUNTY OF Balto) SS

On this 17 day of April , 1996, before me personally appeared Robert L. Lawrence, to me personally known, who being by me duly sworn, says that he is the Sr. Vice President of FIDELITY AND DEPOSIT COMPANY OF MARYLAND, that the foregoing 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: 2-1-97



EXHIBIT A

FORM OF SECURITY AGREEMENT SUPPLEMENT NO. ____

THIS SECURITY AGREEMENT SUPPLEMENT NO. ____ dated _____ (this "Security Agreement Supplement") to the Security Agreement dated as of April 1, 1996 (as amended, supplemented or otherwise modified from time to time prior to the date hereof, the "Security Agreement"), is between NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under the Rail Passenger Services Act and the laws of the District of Columbia (together with its successors and assigns, "Debtor"), and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a Maryland corporation, individually and as agent (in such capacity, together with its successors and assigns, "Secured Party") for the Lenders (as such term is defined in the Security Agreement). Capitalized terms and phrases used and not otherwise defined herein shall have the respective meanings specified therefor in the Security Agreement, as originally executed or as modified, amended or supplemented in accordance with the applicable provisions thereof.

RECITALS:

WHEREAS, subject to the terms and provisions of the Security Agreement, Debtor desires to execute and deliver this Security Agreement Supplement for the purpose of describing and subjecting to the lien of the Security Agreement in favor of the Secured Party certain railroad cars purchased by Debtor from the American Passenger Rail Car Company, L.L.C. (such railroad cars, as described in more detail on Schedule 1 attached hereto and made a part hereof, are defined as the "Units").

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Effective on the date hereof, all of Debtor's right, title and interest in and to (i) the Units described on Schedule 1 attached hereto, and (ii) all replacements, replacement parts, additions, repairs, repair parts, accessions and accessories incorporated therein and/or affixed thereto, and all special tools and devices incorporated thereunto or used in connection therewith, are deemed included in the Collateral and are subjected to the lien, encumbrance and mortgage created by the Security Agreement.

2. This Security Agreement Supplement shall be construed as supplemental to the Security Agreement and shall form a part of the same, and the Security Agreement is incorporated by reference herein and is hereby ratified, approved and confirmed. From this date any references to the "Unit(s)" and "Collateral" shall be deemed to be references to such terms as amended or supplemented in connection with this Security Agreement Supplement.

3. THIS SECURITY AGREEMENT SUPPLEMENT SHALL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS (AS OPPOSED TO THE CONFLICT OF LAWS PROVISIONS, PROVIDED THAT PERFECTION ISSUES WITH RESPECT TO ARTICLE 9 OF THE UCC MAY GIVE EFFECT TO APPLICABLE CHOICE OR CONFLICT OF LAW RULES SET FORTH IN ARTICLE 9 OF THE UCC) OF THE DISTRICT OF COLUMBIA; PROVIDED, THAT THE SECURED PARTY SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

4. This Security Agreement Supplement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same Security Agreement Supplement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Security Agreement Supplement to be duly executed and delivered as of the date and year first above written.

DEBTOR:

NATIONAL RAILROAD PASSENGER
CORPORATION

By: _____
Name: Brian D. Adam
Title: Treasurer

SECURED PARTY:

FIDELITY AND DEPOSIT COMPANY OF
MARYLAND, a Maryland corporation,
individually and as Secured Party for the Lenders

By: _____
Name: _____
Title: _____

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

On this ____ day of _____, 199__, before me personally appeared Brian Adam, to me personally known, who being by me duly sworn, says that he is Treasurer of NATIONAL RAILROAD PASSENGER CORPORATION, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

My Commission Expires: _____

[SEAL]

**SCHEDULE 1 TO
SECURITY AGREEMENT
SUPPLEMENT NO. ____**

DESCRIPTION OF UNITS

<u>Description</u>	<u>Amtrak Equipment Numbers</u>	<u>Amerail Equipment Numbers</u>
____ American Passenger Rail Car Company L.L.C. Viewliner Passenger Cars	____ through ____, inclusive	____ through ____, inclusive