

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
918 SIXTEENTH STREET, N W  
SUITE 200  
WASHINGTON, D.C.

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

20006-2973

OF COUNSEL  
URBAN A. LESTER

(202) 393-2266  
FAX (202) 393-2156

April 18, 1996

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.

*Handwritten notes:*  
Guth,  
C. A. Williams, Secretary

20001  
APR 19 1996 - 1 PM  
INLET  
20021-A  
APR 19 1996 - 1 PM  
INLET

APR 19 1 34 PM '96  
RECORDED

**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 "Robert W. Alvord", written in a cursive style.

**Robert W. Alvord**

**RWA/bg**  
**Enclosures**

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

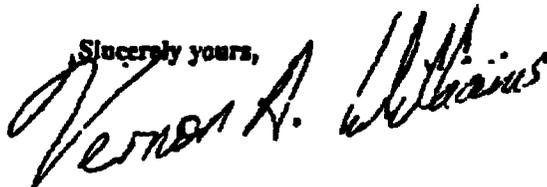
4/19/96

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,

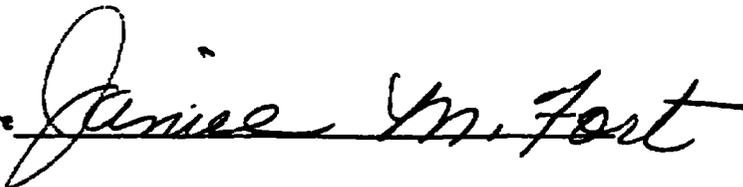


Vernon A. Williams  
Secretary

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



2024  
APR 1 1996

**SECURITY AGREEMENT SUPPLEMENT NO. 1**

THIS SECURITY AGREEMENT SUPPLEMENT NO. 1, dated April 19, 1996 (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 components, parts and appurtenances thereof (whether inventory, equipment or otherwise) and 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 16<sup>th</sup> day of July, 1996, 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: \_\_\_\_\_

*Robert M. Vilter*

[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**, 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.

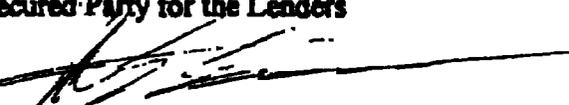
**DEBTOR:**

**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: **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



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

**DESCRIPTION OF UNITS**

<b><u>Description</u></b>	<b><u>Amtrak Equipment Numbers</u></b>	<b><u>Amerail Equipment Numbers</u></b>
<b>5 (five) American Passenger Rail Car Company L.L.C. Viewliner Passenger Cars</b>	<b>62000 through 62004, inclusive</b>	<b>23001 through 23005, inclusive</b>