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20024-B

June 3, 1996

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SURFACE TRANSPORTATION BOARD

Honorable Vernon A. Williams  
Secretary  
Surface Transportation Board  
Room 2214  
12th & Constitution Avenue, N.W.  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for filing and recordation pursuant to 49 U.S.C. § 11301 are one original and two executed counterparts of a security agreement supplement hereinafter described. It relates to railroad equipment identified below.

Security Agreement Supplement No. 2, dated May 30, 1996 by National Railroad Passenger Corporation, as debtor, and Fidelity and Deposit Company of Maryland, as secured party (the "Security Agreement Supplement No. 2").

The Security Agreement Supplement No. 2 is a secondary document. The primary document to which this Security Agreement Supplement No. 2 is connected is recorded under Recordation No. 20024.

The equipment subject to the Security Agreement Supplement No. 2 consists of the following railroad cars:

Nine (9) American Passenger Rail Car Company, L.L.C. Viewliner Cars, numbered 23009 through 23017, inclusive.

The name and address of the party to the Partial Release No. 2 are as follows:

*Countersigned - [Signature]*

Honorable Vernon A. Williams  
June 3, 1996  
Page 2

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

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

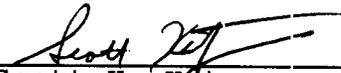
Please file and record the document with indexing  
under the foregoing names.

A fee of \$21.00 is enclosed for the recordation.  
Please return the original and any extra copies not needed by the  
Surface Transportation Board for recordation to the person  
presenting this letter.

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

Security Agreement Supplement No. 2, dated May 30, 1996  
by National Railroad Passenger Corporation, as debtor,  
and Fidelity and Deposit Company of Maryland, as  
secured party.

Very truly yours,

  
\_\_\_\_\_  
Scott H. Katzman  
Attorney for Fidelity and  
Deposit Company of Maryland

20024-B

**SECURITY AGREEMENT SUPPLEMENT NO. 2**

THIS SECURITY AGREEMENT SUPPLEMENT NO. 2 dated May 30, 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: \_\_\_\_\_

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 P. Lawrence

Title: Senior Vice President

**SCHEDULE 1 TO  
SECURITY AGREEMENT  
SUPPLEMENT NO. 2**

DESCRIPTION OF UNITS

<u>Description</u>	<u>Amtrak Equipment Numbers</u>	<u>Amerail Equipment Numbers</u>
9 (nine) American Passenger Rail Car Company L.L.C. Viewliner Passenger Cars	62008 through 62016, inclusive	23009 through 23017, inclusive



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

On this 30<sup>th</sup> day of May, 1998, 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

*Robert M. Vilter*

My Commission Expires: \_\_\_\_\_

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

