

ALVORD AND ALVORD PLLC SURFACE TRANSPORTATION BOARD

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March 18, 2016

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Addition to Collateral, dated as of March 18, 2016, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Indenture previously filed with the Board under Recordation Number 31259.

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

Indenture Trustee: U.S. Bank, National Association
425 Walnut St.
Cincinnati, OH 45202

Debtor: ARL Second LLC
100 Clark Street
St. Charles, Missouri 63301

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

1 railcar ADDED: SHPX 215139.

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

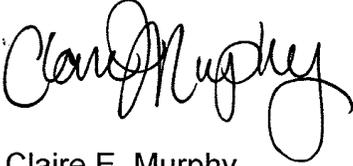
Addition to Collateral.

Section Chief
March 18, 2016
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Also enclosed is a check in the amount of \$43.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

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

Very truly yours,

A handwritten signature in black ink, appearing to read "Claire E. Murphy". The signature is written in a cursive style with a large, looping "M".

Claire E. Murphy

CEM
Enclosures

ADDITION TO COLLATERAL

This ADDITION TO COLLATERAL (this "*Amendment*") is made as of the 18th day of March, 2016, by ARL Second LLC, a Delaware limited liability company ("*ARL Second*"). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed thereto in the ARL Second Indenture referred to below.

WHEREAS, ARL Second and U.S. Bank National Association, not in its individual capacity but solely as Indenture Trustee (the "*Indenture Trustee*") for the benefit of the Noteholders, are parties to the ARL Second Indenture, dated as of June 25, 2014 (as amended, supplemented and otherwise modified from time to time, the "*ARL Second Indenture*"), pursuant to which ARL Second granted a security interest in certain Railcars and related leases (the "*User Leases*") (but only to the extent relating to such Railcars) included in the Collateral to the Indenture Trustee; and

WHEREAS, the ARL Second Indenture was recorded on June 25, 2014, with the Surface Transportation Board, Recordation No. [31259], and the ARL Second Indenture was deposited on [June 25, 2014] with the Registrar General of Canada, Recordation No. [_____]; and

WHEREAS, ARL Second desires to (a) add certain Railcars to the Collateral, and (b) add certain User Leases to the Collateral;

NOW THEREFORE, ARL Second hereby agrees as follows:

1. Amendments. The Collateral under the ARL Second Indenture shall be amended as follows:

(a) ARL Second hereby grants, bargains, conveys, assigns, transfers, mortgages, pledges, creates and grants a lien upon and a security interest in and right of set-off against, deposits, sets over and confirms, all for the purpose of creating a security interest therein and not to transfer title ("*Grants*") to the Indenture Trustee, for the benefit and security of the Noteholders, all of ARL Second's right, title and interest in and to the Railcars and the User Leases (but only to the extent relating to such Railcars) more fully described on Schedule 1 hereto (each such item of Railcars, "*Additional Railcars*" and each User Lease to the extent relating to such Additional Railcars, an "*Additional User Lease*"), and agrees that the Additional Railcars and the Additional User Leases shall constitute Collateral subject to the Grant of Encumbrance by ARL Second set forth in the ARL Second Indenture. ARL Second hereby represents and warrants that each Additional Railcar is an Eligible Railcar. The Collateral under the ARL Second Indenture shall be amended and supplemented by Schedule 1 hereto to include the Additional Railcars and the Additional User Leases more fully described on Schedule 1 hereto, and Schedule 1 hereto shall be deemed to be an addition to and part of the Collateral under the ARL Second Indenture. Each reference to the Collateral in the ARL Second Indenture shall be deemed to be a reference to the Collateral as amended and supplemented by Schedule 1 hereto, and each reference to the Railcars or User Leases under the ARL Second Indenture shall be deemed to include the Additional Railcars and the Additional User Leases, respectively.

2. Ratification. Except as expressly amended and supplemented hereby, the ARL Second Indenture is and shall remain in full force and effect and is hereby ratified, approved and confirmed in all respects, and no amendment or supplement in respect of any term or condition of the ARL Second Indenture shall be deemed to be an amendment or supplement in respect of any other term or condition contained in the ARL Second Indenture or any other Issuer Document. From and after the date of this Amendment, each and every reference in the ARL Second Indenture or other Issuer Documents to the "ARL Second Indenture" is deemed for all purposes to reference the ARL

Second Indenture as amended pursuant to this Amendment.

3. **Governing Law.** This Amendment shall in all respects be governed by, and construed in accordance with, the laws of the State of New York (other than the conflict of law principles thereof (except for Section 5-1401 and Section 5-1402 of the New York General Obligations Law)) and shall be binding upon and inure to the benefit of ARL Second and each of its Affiliates, the Indenture Trustee, each Noteholder, and their respective successors and permitted assigns.

4. **Expenses.** ARL Second agrees to reimburse the Indenture Trustee upon demand for all expenses of the Indenture Trustee (including the reasonable and documented fees and expenses of its legal counsel) in connection with the filing of this Amendment with the United States Surface Transportation Board and the Registrar General of Canada.

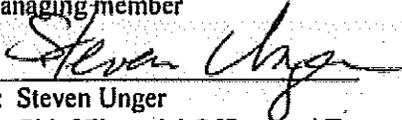
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, ARL Second has executed and delivered this Amendment as of the date first set forth above.

ARL SECOND LLC

By: American Railcar Leasing LLC, its
managing member

By:

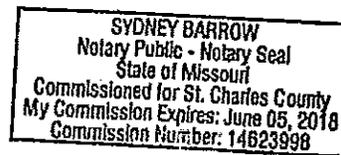

Name: Steven Unger

Title: Chief Financial Officer and Treasurer

STATE OF MISSOURI)
) ss:
COUNTY OF ST. CHARLES)

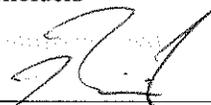
On this 18th day of March, 2016, before me, personally appeared Stephen Unger to me personally known, who being by me duly sworn, says that he is the Chief Financial Officer and Treasurer of American Railcar Leasing LLC, the managing member of ARL Second LLC; that said instrument was signed on the date hereof on behalf of said limited liability company by authority of its governing body; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said limited liability company.


Notary Public



IN WITNESS WHEREOF, the Trustee has executed and delivered this Release as of the date first set forth above.

U.S. Bank National Association not in its individual capacity but solely as Trustee for the benefit of the Noteholders

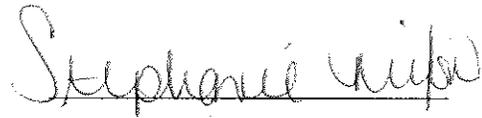
By: 
Name: Brian True
Title: Vice President

STATE OF OHIO)

) ss.:

COUNTY OF HAMILTON)

On this 18th day of March, 2016, before me, personally appeared Brian True to me personally known, who being by me duly sworn, and is a Vice President of U.S. Bank National Association, that said instrument was signed on the date hereof on behalf of company by authority of its governing body; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.



Notary Public



STEPHANIE NIXON
Notary Public, State of Ohio
My Commission Expires 09/21/2016

SCHEDULE 1

ADDITIONAL RAILCARS AND ADDITIONAL USER LEASES

CAR ID	LESSEE CODE	CONTRACT
SHPX 215139	2007	0091420005

CERTIFICATION

I, Claire E. Murphy, an attorney licensed to practice in the State of New York and the State of New Jersey, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: March 18, 2016



Claire E. Murphy