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RECORDATION NO. 18216-D FILED 1425

JUN 2 1993 11-25 AM

INTERSTATE COMMERCE COMMISSION

JUN 2 11 15 AM '93
MOTOR OPERATING UNIT

June 2, 1993

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two duly executed and acknowledged copies of a First Supplemental Agreement, dated as of April 27, 1993, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Equipment Trust Agreement, dated as of April 15, 1993, which was duly filed with the Commission on April 28, 1993, under Recordation Number 18216.

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

Company: American Car Line Company
3301 Rider Trail South, Suite 123
Earth City, Missouri 63045-1393

Trustee: BankAmerica National Trust Company
2 Rector Street
New York, New York 10004

A description of the railroad equipment covered by the enclosed document is attached to the Equipment Trust Agreement filed on April 28, 1993 under Recordation Number 18216.

Original
Counterparts

Also enclosed is a check in the amount of $16.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to Robert W. Alvord, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

Very truly yours,

Robert W. Alvord

RWA/bg
Enclosures

RECORDATION

FIRST SUPPLEMENTAL AGREEMENT, dated as of April 27, 1993 (this "Supplemental Agreement") made and entered into by and between BANKAMERICA NATIONAL TRUST COMPANY, as Trustee (the "Trustee"), and AMERICAN CAR LINE COMPANY, a special purpose corporation duly organized and existing under the laws of the State of Delaware (the "Company") to the Equipment Trust Agreement, dated as of April 15, 1993 by and between the Trustee and the Company (the "Equipment Trust Agreement").

RECORDATION NO. 18216-D FILED 1993
JUN 2 1993 11:25 AM
INTERSTATE COMMERCE COMMISSION

W I T N E S S E T H:

WHEREAS, simultaneously with execution and delivery of the Equipment Trust Agreement, the Company desires to amend the Equipment Trust Agreement; and

WHEREAS, the entry into this Supplemental Agreement by the parties hereto is in all respects authorized by the provisions of the Equipment Trust Agreement; and

WHEREAS, all things necessary to make this Supplemental Agreement a valid agreement of the Company in accordance with its terms have been done;

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained and for other valuable considerations, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

Section 1

Capitalized terms used herein and defined in the Equipment Trust Agreement, shall have the meanings assigned thereto in the Equipment Trust Agreement.

Section 2 (Section 3.5)

(a) The fourth paragraph of Section 3.5 of the Equipment Trust Agreement is hereby amended by adding the word "optionally" before the word "redeem" in the fourth line thereof and inserting the word "optional" before the word "redemption" in the final line thereof.

(b) Section 3.5 of the Equipment Trust Agreement is hereby amended by adding the following words as the final paragraph thereof: "Any notice of redemption pursuant to Section 3.2 in respect of an optional redemption, in addition to the requirements set forth in this Section 3.5, shall state that the optional redemption is conditioned upon receipt of available funds prior to the Redemption Date and that no redemption shall occur unless such funds are available. In addition, such notice of redemption shall contain the following language:

'If the Company shall give a notice of redemption pursuant to Section 3.2 of the Equipment Trust Agreement and on or prior to the Redemption Date the

Company has not made available in immediately available funds the amount required to redeem all Trust Certificates, no Trust Certificates shall be optionally redeemed and no Event of Default shall be deemed to have occurred for the failure to make such optional redemption.'"

Section 3 (Section 5.11(b))

Section 5.11(b) of the Equipment Trust Agreement is hereby amended by inserting the following words as the final paragraph thereof: "The Company agrees that it shall not use more than $1,000,000 from proceeds of Collateral, proceeds from the capital contribution on the Issuance Date and the net proceeds from the issuance of the Trust Certificates to pay start-up expenses and expenses incurred in connection with the issuance of the Trust Certificates, except that the payment of any such expenses in excess of such amount may be made, if and only to the extent that a Restricted Payment could be made pursuant to the provisions of Section 7.4."

Section 4 (Section 5.12(i))

Section 5.12(i) of the Equipment Trust Agreement is hereby amended by inserting a period after "ACF" in the third to last line thereof and deleting the following words appearing thereafter: "other than Investment Securities acquired from funds which are not proceeds of Collateral or funds on deposit in the Collateral Account".

Section 5 (Section 7.3)

Section 7.3 is hereby amended by adding the following: "Any Trust Certificate acquired by the Company shall not be reissued or resold."

Section 6 (Annex I)

Annex I to the Equipment Trust Agreement is hereby amended by deleting the first sentence of Paragraph 9 thereof and restating the second sentence thereof as follows: "You are entitled to rely on this letter and all related letters, certifications, legal opinions, notice and all other documents, and we irrevocably authorize you to produce such documents in connection with an administrative or legal proceeding or official inquiry with respect to the matters covered hereby."

Section 7

This Supplemental Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

Section 8

THIS SUPPLEMENTAL AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first written.

BANKAMERICA NATIONAL TRUST COMPANY, Trustee

By _____
Vice President

[CORPORATE SEAL]

Attest:

_____
Trust Officer

AMERICAN CAR LINE COMPANY

By _____
President

[CORPORATE SEAL]

Attest

_____
Assistant Secretary

STATE OF New York)
COUNTY OF Queens)) ss.:

On this 21st day of May, 1993, before me personally came Kenneth McGraw, to me known, who, being by me duly sworn, says that he resides at 2 Rector Street, that he is a Vice President of BANKAMERICA NATIONAL TRUST COMPANY, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Robert Lau
Notary Public

ROBERT LAU
Notary Public, State of New York
No 41-4853782
Qualified in Queens County
Commission Expires May 5, 1994

[NOTARIAL SEAL]

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STATE OF Missouri)
) ss.:
COUNTY OF St. Louis)

On this 29th day of May, 1993, before me personally came Lawrie E. Tighe, to me known, who, being by me duly sworn, says that he resides at 2688 Sunny Meadows Dr. St. Charles, MO, that he is President of AMERICAN CAR LINE COMPANY, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Nancy Collins
Notary Public

[NOTARIAL SEAL]

NANCY COLLINS
NOTARY PUBLIC – STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION EXPIRES AUG. 2, 1996