

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

3-225A018

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

20006-2973

OF COUNSEL
URBAN A. LESTER

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

RECORDATION NO. 18216-F
FILED 1425

AUG 13 1993 12:45 PM

INTERSTATE COMMERCE COMMISSION

August 13, 1993

AUG 13 12 40 PM '93
MOTOR OPERATING UNIT

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 three (3) duly executed and acknowledged copies of a Second Supplemental Agreement, dated as of August 10, 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.

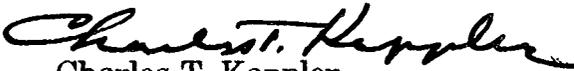
Betty S.
Campbell

Mr. Sidney L. Strickland, Jr.
August 13, 1993
Page 2

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 Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

Very truly yours,


Charles T. Kappler

CTK/bg
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

8/13/93

OFFICE OF THE SECRETARY

Charles T. Kappler

Alvord & Alvord

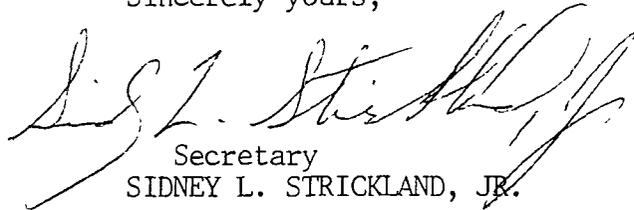
918 16th St N.W.

Washington, D.C. 20423

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 **8/13/93** at **12:45pm**, and assigned recordation number(s). **18216-E**

Sincerely yours,



Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

AUG 13 1993 12:49 PM

INTERSTATE COMMERCIAL BANK

SECOND SUPPLEMENTAL AGREEMENT (the "Second Supplemental Agreement"), dated as of August 10, 1993, made and entered into by and between American Car Line Company, a corporation duly organized and existing under the laws of the State of Delaware (the "Company") and BankAmerica National Trust Company, as Trustee (the "Trustee"), to the Equipment Trust Agreement, dated as of April 15, 1993, as amended by the First Supplemental Agreement, dated as of April 27, 1993 (the "Agreement"), providing for the issuance by the Company of its 8 1/4% Equipment Trust Certificates, Series 1993-A, due April 15, 2008.

WHEREAS, Sections 13.1(b) and (f) of the Agreement provide that the Company and the Trustee may amend or supplement the Agreement without the consent of any holder of Trust Certificates;

WHEREAS, the Company has delivered an Officers' Certificate to the Trustee certifying that the covenants and conditions applicable to the execution and delivery of this Second Supplemental Agreement have been complied with or satisfied;

WHEREAS, the Company is authorized by a resolution of its Board of Directors to enter into this Second Supplemental Agreement;

WHEREAS, the Trustee has received written evidence from the Company that the execution of this Second Supplemental Agreement is permitted under the Agreement and that it will be valid and binding upon the Company in accordance with its terms.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1

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

Section 2

The first sentence in the fifth paragraph on the reverse form of Trust Certificate contained in the fifth "Whereas" clause of the Agreement is hereby amended to read in its entirety as follows:

"The Trust Certificates are issuable as fully registered Trust Certificates in denominations of \$1,000 and integrals of \$1,000 in excess thereof [Include the following

parenthesis if the Trust Certificate is a Restricted Trust Certificate] (\$1,000,000 and integrals of \$1,000 in excess thereof in the case of Restricted Trust Certificates)."

Section 3

The Manner of Transfer form contained in the fifth "Whereas" clause of the Agreement is hereby amended to read in its entirety as follows:

"MANNER OF TRANSFER FORM^{2/}

- | | |
|--|--|
| <input type="checkbox"/> Transfer to American Car Line Company | <input type="checkbox"/> Transfer outside the United States in compliance with Rule 904 of the Securities Act |
| <input type="checkbox"/> Transfer inside the United States to a Qualified Institutional Buyer in compliance with Rule 144A under the Securities Act. | <input type="checkbox"/> Transfer inside the United States (i) to an Institutional Accredited Investor that has previously furnished to the Trustee a signed letter containing certain representations and agreements relating to restrictions on transfer and (ii) by a holder that has previously furnished the Company and the Transfer Agent with such certifications, legal opinions or other information requested to confirm that such transfer is being made pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. |

[Name of Holder]

Dated: _____, ____^{**/}

^{2/} To be included in the form of any Restricted Trust Certificate.

^{**/} To be dated the date of presentation or surrender."

Section 4

The definition of "Collateral Account" contained in Section 1.1 of the Agreement is hereby amended by (i) deleting the word "deposit" preceding the word "account" in the fourth line thereof and inserting in its place the word "trust"; (ii) inserting the word "trust" between the word "other" and "account" in the fifth line thereof and (iii) inserting the following sentence at the end of such definition:

"Such trust accounts shall be designated as for the benefit of the Certificateholders and shall be under the sole and exclusive dominion and control of the Trustee."

Section 5

The definition of "New Trust Certificate" contained in Section 1.1 of the Agreement is hereby amended to read in its entirety as follows:

"New Trust Certificates shall mean the 8 1/4% Equipment Trust Certificates, Series 1993-A, due April 15, 2008 issued pursuant to this Agreement and the Registered Exchange Offer."

Section 6

The definition of "Registered Exchange Offer" contained in Section 1.1 of the Agreement is hereby amended to read in its entirety as follows:

"Registered Exchange Offer shall mean the proposed offer, if any, by the Company to the holders of the Restricted Trust Certificates to issue and deliver to such holders, in exchange for the Restricted Trust Certificates held thereby, a like principal amount of the New Trust Certificates which shall be identical in all material respects to the Restricted Trust Certificates (except such equipment trust certificates will not be subject to certain of the transfer restrictions set forth in Section 2.6 hereof), all as described in Section 1 of the Registration Rights Agreement."

Section 7

The definition of "Trust Certificates" contained in Section 1.1 of the Agreement is hereby amended to read in its entirety as follows:

"Trust Certificates shall mean the 8 1/4% Equipment Trust Certificates, Series 1993-A, due April 15, 2008, issued hereunder, including, without limitation, the

Restricted Trust Certificates and the New Trust Certificates."

Section 8

Section 2.1 of the Agreement is hereby amended by inserting the following sentence before the next to last sentence:

"Upon the closing of the Registered Exchange Offer, the Trustee shall issue and deliver New Trust Certificates in accordance with Section 2.6(i)."

Section 9

The first sentence of the second paragraph of Section 2.3 of the Agreement is hereby amended to read in its entirety as follows:

"During the period beginning on the Issuance Date and ending on the date which is three years from the Issuance Date, all Trust Certificates issued on the Issuance Date, and all Trust Certificates issued upon registration of transfer of, or in exchange for, such Trust Certificates, shall be "Restricted Trust Certificates" and shall be subject to the restrictions on transfer provided in the legend set forth on the face of the form of Trust Certificate set forth in the recitals; provided, however, that the term "Restricted Trust Certificates" shall not include Trust Certificates as to which such restrictions on transfer have been terminated in accordance with Section 2.6 and shall not include New Trust Certificates issued pursuant to Section 2.6(i) and the Registered Exchange Offer."

Section 10

The second and third sentences of Section 2.6(h) of the Agreement are hereby amended to read in their entirety as follows:

"Except as permitted in the Registered Exchange Offer, whenever any Restricted Trust Certificate is presented or surrendered for registration of transfer or for exchange for a Trust Certificate registered in a name other than that of the holder, such Restricted Trust Certificate must be accompanied by a certificate substantially in the form set forth in Section 2.9, dated the date of such surrender and signed by the holder of such Restricted Trust Certificate, as to compliance with such restrictions on transfer. Except as permitted in the Registered Exchange

Offer, the Trustee shall not be required to accept for such registration of transfer or exchange any Restricted Trust Certificate not so accompanied by a properly completed certificate."

Section 11

The following Section 2.6(i) shall be added to Section 2.6 of the Agreement:

"(i) Upon the closing of the Registered Exchange Offer, the Trustee shall issue and deliver, as the Company shall direct by a Request, New Trust Certificates in an aggregate principal amount of up to \$130,000,000; provided that the aggregate principal amount of Trust Certificates outstanding following the closing of the Registered Exchange Offer shall not exceed \$130,000,000."

Section 12

The form of "Certificate" included in Section 2.9 of the Agreement is hereby amended by deleting the word "Securities" after the word "Surrendered" in the next to last sentence and inserting the words "Trust Certificates" in its place.

Section 13

Clauses Eighth and Ninth of Section 5.11(b) are hereby amended to read in their entirety as follows:

"Eighth, if and to the extent permitted pursuant to Section 7.4, to the payment of cash dividends on the Preferred Stock declared by the Board of Directors to be due and payable on such day;

Ninth, if and to the extent permitted pursuant to Section 7.4, to the payment of the optional redemption price on the Preferred Stock due and payable on such day; and."

Section 14

Section 7.14 of the Agreement is hereby amended to read in its entirety as follows:

"The Company shall not enter into or be a party to any agreement, instrument or transaction other than the Facilities Documents, the other documents contemplated thereby (including, but not limited to, an exchange agency agreement to be entered into in connection with the Registered Exchange Offer) and any other agreements, instruments

or transactions permitted to be entered into by the Company pursuant to the Company's certificate of incorporation."

Section 15

Section 13.1 of the Agreement is hereby amended by deleting in its entirety Section 13.1(f) and Section 13.1(e) is hereby amended to read in its entirety as follows:

"(e) to add Collateral under this Agreement to the extent required by Section 5.6."

Section 16

Section 14.11 of the Agreement is hereby amended to read in its entirety as follows:

"Section 14.11. Certain Matters Regarding Holders of Trust Certificates and Holders of New Trust Certificates.

Whenever any provision of this Agreement provides for the holders of the Trust Certificates to receive any payment hereunder or be subject to the payment priority sections hereof or to vote and/or consent on any matter, the holders of the Restricted Trust Certificates will receive such payment or be subject to such payment priority and will vote and/or consent on any and all such matters, in each case, together with the holders of the New Trust Certificates as one class, and neither the holders of the Restricted Trust Certificates nor the holders of the New Trust Certificates will have priority with respect to any payment over the other holders or will have the right to vote and/or consent as a separate class on any matter. It is understood that the New Trust Certificates and the Restricted Trust Certificates will be equally and ratably secured by the Collateral."

Section 17

Except as amended hereby, the Agreement shall remain in full force and effect in all respects.

Section 18

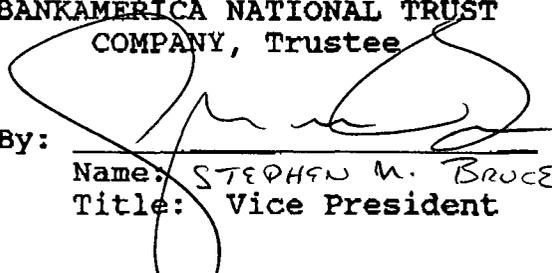
THIS SECOND SUPPLEMENTAL AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Section 19

This Second 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.

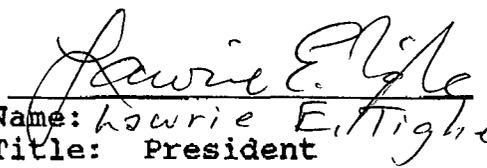
IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their respective officers thereunto duly authorized as of the day and year first written.

BANKAMERICA NATIONAL TRUST
COMPANY, Trustee

By: 

Name: STEPHEN M. BRUCE
Title: Vice President

AMERICAN CAR LINE COMPANY

By: 

Name: Lawrence E. Tighe
Title: President

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

On this 10th day of August, 1993, before me personally came Stephen M. Bruce, 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, and that he signed his name to said instrument by order of the Board of Directors of said corporation.



Notary Public

[NOTARIAL SEAL]

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

STATE OF)
) ss.:
COUNTY OF)

On this 6th day of August, 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 Drive - St. Charles, that he is President of AMERICAN CAR LINE COMPANY, one of the corporations described in and which executed the foregoing instrument, and that he signed his name to said instrument by order of the Board of Directors of said corporation.

Nancy Collins
Notary Public

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

[NOTARIAL SEAL]