

RECORDATION NO. 27132-N FILED

MAR 28 '08 -1 00 PM

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.

SURFACE TRANSPORTATION BOARD

SUITE 301
WASHINGTON, D.C.

20036

OF COUNSEL
URBAN A. LESTER

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

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FAX (202) 393-2156
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March 28, 2008

Anne K. Quinlan, Esquire
Acting Secretary
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Supplement (No. 7) to Loan, Chattel Mortgage and Security Agreement, dated as of March 28, 2008, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Loan, Chattel Mortgage and Security Agreement previously filed with the Board under Recordation Number 27132.

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

Secured Party: DVB Bank AG
Friedrich-Ebert-Anlage 2-14
60325 Frankfurt am Main
Germany

Debtor: ARI Second LLC
620 North Second Street
St. Charles, Missouri 63301

Anne K. Quinlan, Esquire
March 28, 2008
Page 2

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

97 railcars ADDED within the following series EAGX 27049 - EAGX 47060; SHPX 207998 - SHPX 209130; and SHPX 458870 - SHPX 458910; AND

93 railcars RELEASED: SHPX 207975 - SHPX 207997 and within the series SHPX 208291 - SHPX 208369 and SHPX 464564 - SHPX 464590 as more particularly set forth in the attachment to the document.

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

Supplement (No. 7) to Loan, Chattel Mortgage and Security Agreement.

Also enclosed is a check in the amount of \$35.00 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 "Alvord", with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/sem
Enclosures

MAR 28 '08 -1 00 PM

SURFACE TRANSPORTATION BOARD

ANNEX I

SUPPLEMENT TO LOAN, CHATTEL MORTGAGE AND SECURITY AGREEMENT

SUPPLEMENT NO. 7 DATED AS OF MARCH 28, 2008

TO
LOAN, CHATTEL MORTGAGE
AND SECURITY AGREEMENT
DATED AS OF AUGUST 31, 2007
AMONG
ARI SECOND LLC
("DEBTOR")
CERTAIN BANKS
AND
DVB BANK AG ("SECURED PARTY")

WHEREAS, Debtor, certain lenders and the Secured Party entered into a certain Loan, Chattel Mortgage and Security Agreement dated as of August 31, 2007 (as amended and supplemented through the date hereof, the "Loan Agreement") pursuant to which the Secured Party agreed to lend certain sums to the Debtor (the "Loans"); and it is a condition precedent to the obligation of the Secured Party to make additional Loans to the Debtor that the Debtor execute and deliver to the Secured Party this Supplement to the Loan Agreement (the "Supplement"); and

WHEREAS, a memorandum of the Loan Agreement was recorded on August 31, 2007 with the Surface Transportation Board, Recordation No. 27132, and with the Registrar General of Canada, Recordation No. 18757.

1. Definitions. Except as otherwise defined in this Supplement, terms defined in the Loan Agreement or by reference therein are used herein as defined therein.

2. Supplements. The Loan Agreement shall be amended and supplemented as follows:

(a) The Debtor hereby assigns, mortgages, pledges, hypothecates, transfers and sets over to the Secured Party and grants the Secured Party a first priority lien on and security interest in all of the Debtor's right, title and interest in and to the Equipment and Leases (but only to the extent relating to the Equipment) more fully described on Schedule A-1 hereto and agrees that such Equipment and Leases (but only to the extent relating to the Equipment) shall constitute Collateral subject to the grant of security by the Debtor set forth in Section 4 of the Loan Agreement. Schedule A to the Loan Agreement shall be amended and supplemented by Schedule A-1 hereto to include the Equipment and the Leases more fully described on Schedule A-1 hereto and Schedule A-1 hereto shall be deemed to be an addition to and part of Schedule A to the Loan Agreement. Each reference to Schedule A in the Loan Agreement shall be deemed to be a reference to Schedule A as amended and supplemented by Schedule A-1 hereto, and each reference to the Equipment or Leases in the Loan Agreement shall be deemed to

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

include the Equipment and the Leases (but only to the extent relating to the Equipment) described on Schedule A-1 hereto.

(b) Schedule A to the Loan Agreement shall be amended further by deleting therefrom the Equipment and the Leases (but only to the extent relating to the Equipment) more fully described on Schedule A-2 hereto. Each reference to Schedule A in the Loan Agreement shall be deemed to be a reference to Schedule A as amended by Schedule A-2 hereto, and each reference to the Equipment or Leases in the Loan Agreement shall no longer include the Equipment and the Leases (but only to the extent relating to the Equipment) described on Schedule A-2 hereto.

3. Release. The Secured Party hereby releases, and terminates its security interest in, and all of its right, title and interest in and to, the following Collateral:

(a) all railroad tank cars and covered hopper cars described on Schedule A-2 attached hereto (the Released Equipment), together with all accessories, equipment, parts and appurtenances appertaining or attached to the Released Equipment, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to, or proceeds of, any and all of said Released Equipment, together with all the records, rents, mileage credits earned, issues, income, profits, avails and other proceeds (including insurance proceeds) therefrom;

(b) all right, title, interest, claims and demands of the Debtor in, to and under each and every lease (whether or not such lease is in writing or is for a term certain, including, without limitation, per diem leases) entered into relating to the Released Equipment (each such lease being an "Equipment Lease"), including any extensions of the term of every such Equipment Lease, all of Debtor's rights under any such Equipment Lease to make determinations, to exercise any election (including, but not limited to, election of remedies) or option or to give or receive any notice, consent, waiver or approval together with full power and authority with respect to any such Equipment Lease to demand, receive, enforce, collect or give receipt for any of the foregoing rights or any property which is the subject of any of such Equipment Leases, to enforce or execute any checks, or other instruments or orders, to file any claims and to take any action which may be necessary or advisable in connection with any of the foregoing insofar as such rights relate to the Released Equipment which is subject to such Equipment Leases, all records related to such Equipment Leases, whether as contractual obligations, damages, casualty payments, insurance proceeds or otherwise to the extent such payments are derived from the Released Equipment, including any mileage credits associated therewith;

(c) all documents evidencing, and all books and records relating to, the foregoing (including but not limited to, all computer programs, data, disks, tapes, media and printouts where the foregoing is stored or embodied, wherever located);

(d) all cash and non-cash proceeds of the foregoing, all proceeds from insurance on any of the foregoing, all additions and accessions to and replacements and substitutions for any of the foregoing, everything that has become (or is held for the purpose of being) affixed to or installed in any of the foregoing, and all products, income and profits of or from the foregoing; and

(e) all products and proceeds of any of the foregoing.

4. Except as expressly amended and supplemented hereby, the Loan Agreement 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 Loan Agreement shall be deemed to be an amendment or supplement in respect of any other term or condition contained in the Loan Agreement or any other Loan document.

5. This Supplement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Supplement by signing any such counterpart.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement in one or more counterparts as of the date first set forth above.

ARI SECOND LLC

By: **American Railcar Leasing LLC**, its sole member

By: *Umesh Choksi*
Name: Umesh Choksi
Title: CFO & Treasurer

DVB BANK AG,
as Agent

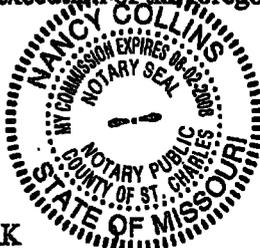
By: _____
Name:
Title:

By: _____
Name:
Title:

[Signature Page to Supplement No. 7]

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

On this 26th day of March 2008, before me, personally appeared Umesh Choksi, to me known, who being by me duly sworn, says that s/he resides in St. Charles County, Missouri and is CFO and Treasurer of the managing member of ARI SECOND LLC; that said instrument was signed on behalf of said company on the date hereof by authority of its governing body; and s/he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.



Nancy Collins
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this ___ day of [], 2008, before me, personally appeared _____ to me known, who being by me duly sworn, says that s/he resides in _____ and is _____ of DVB BANK AG; that said instrument was signed on behalf of said bank on the date hereof by authority of its Board of Directors; and s/he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Notary Public

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement in one or more counterparts as of the date first set forth above.

ARI SECOND LLC

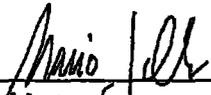
By: American Railcar Leasing LLC, its sole member

By: _____

Name: Umesh Choksi

Title: CFO & Treasurer

DVB BANK AG,
as Agent

By:  _____

Name: Mario Schubert

Title: - SVP -

By:  _____

Name: Matthias Lieschied

Title: - VP -

[Signature Page to Supplement No. 7]

I certify that I hold the title set forth below, that this instrument was signed on behalf of DVB Bank AG (the "Secured Party") by authority of its managing board of directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Secured Party. I further declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

DVB Bank AG

By: _____

Name: *Matthias Lieschew*

Title: *-VP-*

By: _____

Name: *Marlo Schubert*

Title: *-SVP-*

| LESSEE CODE | CONTRACT | RPTG MARK | CAR NUMBER |
|----------------|----------|--------------|---------------|
| 1697 | 00050009 | EAGX | 27049 |
| 1697 | 00050009 | EAGX | 27052 |
| 1697 | 00050009 | EAGX | 27055 |
| 1697 | 00050009 | EAGX | 27060 |
| 1503 | 52920037 | SHPX | 207998 |
| 1503 | 52920037 | SHPX | 207999 |
| 1773 | 84090001 | SHPX | 208238 |
| 1773 | 84090001 | SHPX | 208239 |
| 1773 | 84090001 | SHPX | 208240 |
| 1773 | 84090001 | SHPX | 208241 |
| 1773 | 84090001 | SHPX | 208242 |
| 1773 | 84090001 | SHPX | 208243 |
| 1773 | 84090001 | SHPX | 208244 |
| 1693 | 84370004 | SHPX | 208569 |
| 1693 | 84370004 | SHPX | 208591 |
| 1693 | 84370004 | SHPX | 208592 |
| 1693 | 84370004 | SHPX | 208593 |
| 1693 | 84370004 | SHPX | 208594 |
| 1693 | 84370004 | SHPX | 208595 |
| 1693 | 84370005 | SHPX | 208596 |
| 1693 | 84370005 | SHPX | 208597 |
| 1693 | 84370005 | SHPX | 208598 |
| 1693 | 84370005 | SHPX | 208599 |
| 1693 | 84370005 | SHPX | 208600 |
| 1693 | 84370005 | SHPX | 208601 |
| 1693 | 84370005 | SHPX | 208602 |
| 1693 | 84370005 | SHPX | 208603 |
| 1693 | 84370005 | SHPX | 208604 |
| 1693 | 84370005 | SHPX | 208605 |
| 1693 | 84370005 | SHPX | 208606 |
| 1693 | 84370005 | SHPX | 208607 |
| 1693 | 84370005 | SHPX | 208608 |
| 1693 | 84370005 | SHPX | 208609 |
| 1693 | 84370005 | SHPX | 208610 |
| 1693 | 84370005 | SHPX | 208611 |
| 1693 | 84370005 | SHPX | 208612 |
| 1693 | 84370005 | SHPX | 208613 |
| 1693 | 84370005 | SHPX | 208614 |
| 1693 | 84370005 | SHPX | 208615 |
| 1693 | 84370005 | SHPX | 208616 |
| 1693 | 84370005 | SHPX | 208617 |
| 1693 | 84370005 | SHPX | 208618 |
| 1693 | 84370005 | SHPX | 208619 |
| 1693 | 84370005 | SHPX | 208620 |
| 1693 | 84370005 | SHPX | 208621 |
| 1693 | 84370005 | SHPX | 208622 |
| 1693 | 84370005 | SHPX | 208623 |
| 1720 | 85200004 | SHPX | 209059 |
| 1782 | 84420001 | SHPX | 209110 |
| 1782 | 84420001 | SHPX | 209111 |
| 1782 | 84420001 | SHPX | 209112 |
| 1782 | 84420001 | SHPX | 209113 |
| 1782 | 84420001 | SHPX | 209114 |
| 1782 | 84420001 | SHPX | 209115 |
| 1782 | 84420001 | SHPX | 209116 |
| 1782 | 84420001 | SHPX | 209117 |
| 1782 | 84420001 | SHPX | 209118 |
| 1782 | 84420001 | SHPX | 209119 |

| LESSEE CODE | CONTRACT | RPTG MARK | CAR NUMBER |
|----------------|----------|--------------|---------------|
| 1782 | 84420001 | SHPX | 209120 |
| 1782 | 84420001 | SHPX | 209121 |
| 1782 | 84420001 | SHPX | 209122 |
| 1782 | 84420001 | SHPX | 209123 |
| 1782 | 84420001 | SHPX | 209124 |
| 1782 | 84420001 | SHPX | 209125 |
| 1782 | 84420001 | SHPX | 209126 |
| 1782 | 84420001 | SHPX | 209127 |
| 1782 | 84420001 | SHPX | 209128 |
| 1782 | 84420001 | SHPX | 209129 |
| 1782 | 84420001 | SHPX | 209130 |
| 230 | 86020000 | SHPX | 458870 |
| 230 | 86020000 | SHPX | 458880 |
| 230 | 86020000 | SHPX | 458882 |
| 230 | 86020000 | SHPX | 458883 |
| 230 | 86020000 | SHPX | 458884 |
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| 230 | 86020000 | SHPX | 458886 |
| 230 | 86020000 | SHPX | 458887 |
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| 230 | 86020000 | SHPX | 458889 |
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| 230 | 86020000 | SHPX | 458895 |
| 230 | 86020000 | SHPX | 458896 |
| 230 | 86020000 | SHPX | 458897 |
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| 230 | 86020000 | SHPX | 458900 |
| 230 | 86020000 | SHPX | 458901 |
| 230 | 86020000 | SHPX | 458903 |
| 230 | 86020000 | SHPX | 458904 |
| 230 | 86020000 | SHPX | 458905 |
| 230 | 86020000 | SHPX | 458906 |
| 230 | 86020000 | SHPX | 458908 |
| 230 | 86020000 | SHPX | 458909 |
| 230 | 86020000 | SHPX | 458910 |

Number of railcars: 97

| LESSEE CODE | CONTRACT | RPTG MARK | CAR NUMBER |
|------------------------|-----------------|----------------------|-----------------------|
| 1503 | 52920037 | SHPX | 207975 |
| 1503 | 52920037 | SHPX | 207976 |
| 1503 | 52920037 | SHPX | 207977 |
| 1503 | 52920037 | SHPX | 207978 |
| 1503 | 52920037 | SHPX | 207979 |
| 1503 | 52920037 | SHPX | 207980 |
| 1503 | 52920037 | SHPX | 207981 |
| 1503 | 52920037 | SHPX | 207982 |
| 1503 | 52920037 | SHPX | 207983 |
| 1503 | 52920037 | SHPX | 207984 |
| 1503 | 52920037 | SHPX | 207985 |
| 1503 | 52920037 | SHPX | 207986 |
| 1503 | 52920037 | SHPX | 207987 |
| 1503 | 52920037 | SHPX | 207988 |
| 1503 | 52920037 | SHPX | 207989 |
| 1503 | 52920037 | SHPX | 207990 |
| 1503 | 52920037 | SHPX | 207991 |
| 1503 | 52920037 | SHPX | 207992 |
| 1503 | 52920037 | SHPX | 207993 |
| 1503 | 52920037 | SHPX | 207994 |
| 1503 | 52920037 | SHPX | 207995 |
| 1503 | 52920037 | SHPX | 207996 |
| 1503 | 52920037 | SHPX | 207997 |
| 1775 | 84150001 | SHPX | 208291 |
| 1775 | 84150001 | SHPX | 208300 |
| 1775 | 84150001 | SHPX | 208304 |
| 1775 | 84150001 | SHPX | 208305 |
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| 1775 | 84150001 | SHPX | 208307 |
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| 1775 | 84150001 | SHPX | 208310 |
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| 1775 | 84150001 | SHPX | 208314 |
| 1775 | 84150001 | SHPX | 208316 |
| 1775 | 84150001 | SHPX | 208323 |
| 1775 | 84150001 | SHPX | 208324 |
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| 1775 | 84150001 | SHPX | 208332 |
| 1775 | 84150001 | SHPX | 208336 |
| 1775 | 84150001 | SHPX | 208339 |
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| 1775 | 84150001 | SHPX | 208352 |
| 1775 | 84150001 | SHPX | 208353 |

| LESSEE CODE | CONTRACT | RPTG MARK | CAR NUMBER |
|------------------------|-----------------|----------------------|-----------------------|
| 1775 | 84150001 | SHPX | 208354 |
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| 1775 | 84150001 | SHPX | 208357 |
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| 1775 | 84150001 | SHPX | 208362 |
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| 1775 | 84150001 | SHPX | 208364 |
| 1775 | 84150001 | SHPX | 208365 |
| 1775 | 84150001 | SHPX | 208366 |
| 1775 | 84150001 | SHPX | 208367 |
| 1775 | 84150001 | SHPX | 208368 |
| 1775 | 84150001 | SHPX | 208369 |
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| 1517 | 85080000 | SHPX | 464569 |
| 1517 | 85080000 | SHPX | 464570 |
| 1517 | 85080000 | SHPX | 464571 |
| 1517 | 85080000 | SHPX | 464572 |
| 1517 | 85080000 | SHPX | 464573 |
| 1517 | 85080000 | SHPX | 464574 |
| 1517 | 85080000 | SHPX | 464575 |
| 1517 | 85080000 | SHPX | 464576 |
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| 1517 | 85080000 | SHPX | 464588 |
| 1517 | 85080000 | SHPX | 464589 |
| 1517 | 85080000 | SHPX | 464590 |

No. of Cars: 93

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, 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: 3/28/08



Robert W. Alvord