

RECORDATION NO. 25428-F FILED

OCT 17 '08 -11 35 AM

SURFACE TRANSPORTATION BOARD

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October 17, 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 three (3) copies of Supplement No. 6 to Loan, Chattel-Mortgage and Security Agreement, dated as of October 17, 2008, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Loan, Chattel-Mortgage and Security Agreement previously filed with the Board under Rec. No. 25428.

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

Debtor: American Railcar Leasing LLC
620 North Second Street
St. Charles, MS 63301

Secured Party: Citibank, N.A.
666 Fifth Avenue
New York, NY 10103

Anne K. Quinlan, Esquire
October 17, 2008
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A description of the railroad equipment covered by the enclosed document is:

209 railcars within the following series: SHPX 209448 - SHPX 209545; SHPX 221661 - SHPX 221774; SHPX 432753 - SHPX 432773 and SHPX 454610 - SHPX 454674 as more particularly set forth in the attachment to the document.

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

Supplement No. 6 to Loan, Chattel-Mortgage and Security Agreement

Also enclosed is a check in the amount of \$41.00 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,



Robert W. Alvord

RWA/sem
Enclosures

SUPPLEMENT NO. 6 DATED AS OF OCTOBER 17, 2008

TO

LOAN, CHATTEL MORTGAGE
AND SECURITY AGREEMENT

DATED AS OF JANUARY 27, 2005

BETWEEN

AMERICAN RAILCAR LEASING LLC
("DEBTOR")

AND

CITIBANK, N.A. ("SECURED PARTY")

RECORDATION NO.

25428 - F
FRIED

OCT 17 '08

-11 35 AM

SURFACE TRANSPORTATION BOARD

WHEREAS, Debtor and the Secured Party entered into a certain Loan, Chattel Mortgage and Security Agreement dated as of January 27, 2005 (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 January 27, 2005 with the Surface Transportation Board, Recordation No. 25428, and with the Registrar General of Canada, Recordation No. 16361.

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:

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

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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. Ratification. 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. Counterparts. 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.

AMERICAN RAILCAR LEASING LLC

By: *Umesh Choksi*

Name: Umesh Choksi
Title: Chief Financial Officer

CITIBANK, N.A.

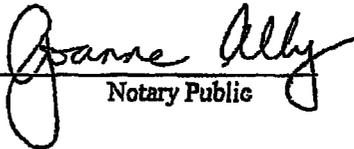
By: *Anthony V. Pantina*

Name: Anthony V. Pantina
Title: Senior Vice President

[Signature Page to Supplement No. 6]

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

On this 16th day of October 2008, before me, personally appeared Anthony V. Pantina
to me known, who being by me duly sworn, says that s/he is Senior Vice President of CITIBANK,
N.A; 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

JOANNE ALLY
Notary Public, State of New York
No. 01AL8033702
Qualified in Queens County
Commission Expires Jan. 31, 2011

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

On this 6th day of October 2008, before me, personally appeared Umesh Choksi, to me known, who being by me duly sworn, says that he is Chief Financial Officer of AMERICAN RAILCAR LEASING 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 - Notary Seal
State of Missouri
Commissioned for St. Charles County
My Commission Expires: August 02, 2012
Commission Number: 08498131

Nancy Collins

Notary Public

SCHEDULE A-2

[SCHEDULE OF RELEASED EQUIPMENT]

Lessee Code	Contract	Rptg Mark	Car Number
293	85950001	SHPX	209448
293	85950001	SHPX	209449
293	85950001	SHPX	209450
293	85950001	SHPX	209451
293	85950001	SHPX	209452
293	85950001	SHPX	209453
293	85950001	SHPX	209454
293	85950001	SHPX	209455
293	85950001	SHPX	209456
293	85950001	SHPX	209457
293	85950001	SHPX	209458
293	85950001	SHPX	209459
293	85950001	SHPX	209460
293	85950001	SHPX	209461
293	85950001	SHPX	209462
293	85950001	SHPX	209463
293	85950001	SHPX	209464
293	85950001	SHPX	209465
293	85950001	SHPX	209466
293	85950001	SHPX	209467
293	85950001	SHPX	209468
293	85950001	SHPX	209469
293	85950001	SHPX	209470
293	85950001	SHPX	209471
293	85950001	SHPX	209472
293	85950001	SHPX	209473
293	85950001	SHPX	209474
293	85950001	SHPX	209475
293	85950001	SHPX	209476
293	85950001	SHPX	209477
293	85950001	SHPX	209478
293	85950001	SHPX	209479
293	85950001	SHPX	209480
293	85950001	SHPX	209481
1747	63040032	SHPX	209482
1747	63040032	SHPX	209485
1747	63040032	SHPX	209486
1747	63040032	SHPX	209487
1747	63040032	SHPX	209488
1747	63040032	SHPX	209490
1747	63040032	SHPX	209491
1747	63040032	SHPX	209494
1747	63040032	SHPX	209495
1780	84450011	SHPX	209506
1780	84450011	SHPX	209507
1780	84450011	SHPX	209508
1780	84450011	SHPX	209509
1780	84450011	SHPX	209510
1780	84450011	SHPX	209511
1780	84450011	SHPX	209512
1780	84450011	SHPX	209513
1780	84450011	SHPX	209514

Lessee Code	Contract	Rptg Mark	Car Number
1780	84450011	SHPX	209515
1780	84450011	SHPX	209517
1780	84450011	SHPX	209518
1780	84450011	SHPX	209519
1780	84450011	SHPX	209520
1780	84450011	SHPX	209521
1780	84450011	SHPX	209522
1780	84450011	SHPX	209523
1780	84450011	SHPX	209525
1780	84450011	SHPX	209526
1780	84450011	SHPX	209527
1780	84450011	SHPX	209528
1780	84450011	SHPX	209529
1780	84450011	SHPX	209530
1780	84450011	SHPX	209531
1780	84450011	SHPX	209532
1780	84450011	SHPX	209533
1780	84450011	SHPX	209535
1780	84450011	SHPX	209536
1780	84450011	SHPX	209537
1780	84450011	SHPX	209538
1780	84450011	SHPX	209542
1780	84450011	SHPX	209543
1780	84450011	SHPX	209544
1780	84450011	SHPX	209545
1059	85060001	SHPX	221661
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1059	85060001	SHPX	221671
1059	85060001	SHPX	221672
1059	85060001	SHPX	221673
1059	85060001	SHPX	221674
1059	85060001	SHPX	221675
1059	85060001	SHPX	221676
1059	85060001	SHPX	221677
1059	85060001	SHPX	221678
1059	85060001	SHPX	221679
1059	85060001	SHPX	221680
1059	85060001	SHPX	221681
1059	85060001	SHPX	221682
1059	85060001	SHPX	221683
161	73850013	SHPX	221684
161	73850013	SHPX	221685
161	73850013	SHPX	221686
161	73850013	SHPX	221687
450	65420054	SHPX	221699
450	65420054	SHPX	221702
450	65420055	SHPX	221719
450	65420055	SHPX	221732
450	65420055	SHPX	221733
450	65420055	SHPX	221734
450	65420055	SHPX	221735

Lessee Code	Contract	Rptg Mark	Car Number
1824	86130001	SHPX	221736
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1824	86130001	SHPX	221738
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1824	86130001	SHPX	221742
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1824	86130001	SHPX	221744
1824	86130001	SHPX	221745
1824	86130001	SHPX	221746
1824	86130001	SHPX	221747
1824	86130001	SHPX	221748
1824	86130002	SHPX	221749
1824	86130002	SHPX	221750
1824	86130002	SHPX	221751
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1824	86130002	SHPX	221755
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1824	86130002	SHPX	221761
1824	86130003	SHPX	221762
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1824	86130003	SHPX	221767
1824	86130003	SHPX	221768
1824	86130003	SHPX	221769
1824	86130003	SHPX	221770
1824	86130003	SHPX	221771
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1824	86130003	SHPX	221773
1824	86130003	SHPX	221774
1747	63040034	SHPX	432753
1747	63040034	SHPX	432757
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1747	63040034	SHPX	432759
1747	63040034	SHPX	432760
1747	63040034	SHPX	432761
1747	63040034	SHPX	432762
1747	63040034	SHPX	432764
1747	63040034	SHPX	432765
1747	63040034	SHPX	432766
1747	63040034	SHPX	432767
1747	63040034	SHPX	432768
1747	63040034	SHPX	432769
1747	63040034	SHPX	432773
1791	84780003	SHPX	454610
1791	84780003	SHPX	454611
1791	84780003	SHPX	454612
1791	84780003	SHPX	454613

Lessee Code	Contract	Rptg Mark	Car Number
1791	84780003	SHPX	454614
1791	84780003	SHPX	454615
1791	84780003	SHPX	454616
1791	84780003	SHPX	454617
1791	84780003	SHPX	454618
1791	84780003	SHPX	454619
1791	84780003	SHPX	454620
1791	84780003	SHPX	454621
1791	84780003	SHPX	454622
1791	84780003	SHPX	454623
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1791	84780003	SHPX	454626
1791	84780003	SHPX	454628
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1791	84780003	SHPX	454658
1791	84780003	SHPX	454659
1791	84780003	SHPX	454660
1791	84780003	SHPX	454661
1791	84780003	SHPX	454662
1791	84780003	SHPX	454664
1791	84780003	SHPX	454665
1791	84780003	SHPX	454667
1791	84780003	SHPX	454669
1791	84780003	SHPX	454670
1791	84780003	SHPX	454671
1791	84780003	SHPX	454673

Lessee Code	Contract	Rptg Mark	Car Number
1791	84780003	SHPX	454674
Total Cars:			209

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: 10/17/08



Robert W. Alvord