

RECORDATION NO. 22198-m FILED

FEB 23 '01 10:48 AM

**SURFACE TRANSPORTATION BOARD**

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

February 23, 2001

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are three (3) copies of Supplement No. 7 to Amended and Restated Security Agreement, dated as of February 23, 2001, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement previously filed with the Board under Recordation Number 22198.

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

Debtor:	ACF Industries, Incorporated 620 North Second Street St. Charles, Missouri 63301
Secured Party:	Firststar Bank, N.A. (successor to Mercantile Bank National Association) One Mercantile Center St. Louis, Missouri 63101

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

51 railcars within the series SHPX 203908 - SHPX 220965

Mr. Vernon Williams  
February 23, 2001  
Page Two

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

Supplement No. 7 to the Amended and Restated Security Agreement between ACF Industries, Incorporated and Firststar Bank, N.A. (successor to Mercantile Bank) covering 51 railcars within the series SHPX 203908 - SHPX 220965.

Also enclosed is a check in the amount of \$27.00 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/anm  
Enclosures

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**SURFACE TRANSPORTATION BOARD**

SUPPLEMENT NO. 7 TO  
AMENDED AND RESTATED SECURITY AGREEMENT

This is Supplement No. 7 to the Amended and Restated Security Agreement dated as of November 10, 1999 (the "Agreement"), by and between ACF INDUSTRIES, INCORPORATED, a New Jersey corporation (the "Debtor"), and FIRSTAR BANK, N.A., a successor to MERCANTILE BANK NATIONAL ASSOCIATION, AS AGENT (the "Bank").

1. This Supplement is executed and delivered pursuant to the Agreement in order to more particularly identify certain of the Collateral which the Debtor has assigned and granted, or does hereby assign and grant, a security interest in and to the Bank, and to confirm the assignment under, and security interest created by, the Agreement with respect to such Collateral. Any term defined in the Agreement and used herein shall have the meaning as defined therein.

2. The Debtor has assigned, mortgaged, pledged, hypothecated, transferred and set over to the Bank, its successors and assigns, and does hereby assign, mortgage, pledge, hypothecate, transfer, set over and grant to the Bank a security interest in, in each case pursuant to the Agreement and as collateral security for payment and performance of the Obligations (as such term is defined in the Agreement), all and singular of the Debtor's rights, title and interest in and to the following Collateral described in paragraphs 2(a), 2(b) and 2(c) hereof:

(a) All of the railroad rolling stock and standard gauge rolling stock listed on Schedule A hereto together with all parts, attachments, accessions, accessories, equipment, appurtenances and additions that are at any time appertaining, attached, affixed or related thereto whether now owned or hereafter acquired, and all substitutions, renewals or replacements thereof and additions, improvements, accessions and accumulations thereto, wherever located, together with all records, rents, mileage credits earned, issues, income, profits, avails and other proceeds (including insurance proceeds) therefrom (the "Equipment").

(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) now or hereafter entered into relating to the Equipment but to and only to the extent relating to the Equipment (each such portion of such lease being an "Equipment Lease"), including any extensions of the term of every Equipment Lease, all of Debtor's rights under any 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 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 the Equipment Leases, to enforce or execute any checks, or other instruments or orders, to file any claims and to take any action which (in the opinion of the Secured Party) may be necessary or advisable in

connection with any of the foregoing insofar, but only insofar, as such rights relate to the Equipment which is subject to such Equipment Leases, all records related to the Equipment Leases and all payments due and to become due under any Equipment Lease, whether as contractual obligations, damages, casualty payments, insurance proceeds or otherwise to the extent such payments are derived from the Equipment.

(c) All products and proceeds of any of the foregoing in whatever form, including (without limitation) insurance proceeds and any claims against third parties for loss or damage to or destruction of any or all of the foregoing and cash, negotiable instruments and other instruments for the payment of money, chattel paper, security agreements or other documents.

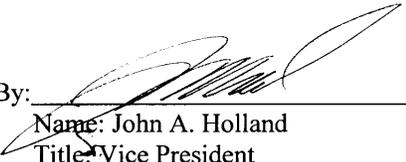
[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement in one or more counterparts as of the 23rd day of February, 2001.

ACF INDUSTRIES, INCORPORATED

By: \_\_\_\_\_  
Name: Nancy K. Collins  
Title: Assistant Secretary

FIRSTAR BANK, N.A. AS A SUCCESSOR TO  
MERCANTILE BANK NATIONAL  
ASSOCIATION, AS AGENT

By:  \_\_\_\_\_  
Name: John A. Holland  
Title: Vice President

[Signature Page to Supplement No. 7 to Amended and Restated Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement in one or more counterparts as of the 23rd day of February, 2001.

ACF INDUSTRIES, INCORPORATED

By:   
Name: Nancy R. Collins  
Title: Assistant Secretary

FIRSTAR BANK, N.A. AS A SUCCESSOR TO  
MERCANTILE BANK NATIONAL  
ASSOCIATION, AS AGENT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Supplement No. 7 to Amended and Restated Security Agreement]

STATE OF MISSOURI            )  
  ) ss.:  
CITY OF ST. LOUIS            )

On this 21st day of February, 2001, before me, personally appeared John A. Holland, to me known, who being by me duly sworn, says that he resides in St. Louis, Missouri, and is Vice President of FIRSTAR BANK, N.A., that said instrument was signed on behalf of said bank on the date hereof by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

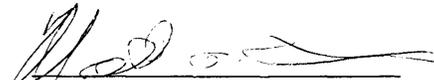


*Tone R. Hampton*  
\_\_\_\_\_  
Notary Public

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

On this 14<sup>th</sup> day of February, 2001, before me, personally appeared Nancy K. Collins, to me known, who being by me duly sworn, says that she resides in St. Charles County, Missouri and is Assistant Secretary of ACF INDUSTRIES, INCORPORATED; that said instrument was signed on behalf of said corporation on the date hereof by authority of its Board of Directors; and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



  
Notary Public

Lessee	Contract	Rptg Mark	Car Number
MACINTYRE FUELS, INC	7584	SHPX	204027
MACINTYRE FUELS, INC	7584	SHPX	204028
MAGNESIUM CORPORATION OF AMERICA	7597	SHPX	220956
MAGNESIUM CORPORATION OF AMERICA	7597	SHPX	220957
MAGNESIUM CORPORATION OF AMERICA	7597	SHPX	220958
MAGNESIUM CORPORATION OF AMERICA	7597	SHPX	220959
MAGNESIUM CORPORATION OF AMERICA	7597	SHPX	220960
MAGNESIUM CORPORATION OF AMERICA	7597	SHPX	220961
MAGNESIUM CORPORATION OF AMERICA	7597	SHPX	220962
MAGNESIUM CORPORATION OF AMERICA	7597	SHPX	220963
MAGNESIUM CORPORATION OF AMERICA	7597	SHPX	220964
MAGNESIUM CORPORATION OF AMERICA	7597	SHPX	220965
OMYA INCORPORATED	7592	SHPX	203908
OMYA INCORPORATED	7592	SHPX	203909
OMYA INCORPORATED	7592	SHPX	203910
OMYA INCORPORATED	7592	SHPX	203911
OMYA INCORPORATED	7592	SHPX	203912
OMYA INCORPORATED	7592	SHPX	203913
OMYA INCORPORATED	7592	SHPX	203914
OMYA INCORPORATED	7592	SHPX	203915
OMYA INCORPORATED	7592	SHPX	203916
OMYA INCORPORATED	7592	SHPX	203917
OMYA INCORPORATED	7592	SHPX	203918
OMYA INCORPORATED	7592	SHPX	203919
OMYA INCORPORATED	7592	SHPX	203921
OMYA INCORPORATED	7592	SHPX	203922
OMYA INCORPORATED	7592	SHPX	203923
OMYA INCORPORATED	7592	SHPX	203924
OMYA INCORPORATED	7592	SHPX	203925
OMYA INCORPORATED	7592	SHPX	203926
OMYA INCORPORATED	7592	SHPX	203929
OMYA INCORPORATED	7592	SHPX	203930
OMYA INCORPORATED	7592	SHPX	203931
OMYA INCORPORATED	7592	SHPX	203932
OMYA INCORPORATED	7592	SHPX	203934
OMYA INCORPORATED	7592	SHPX	203937
PHIBRO-TECH INC	7638	SHPX	204215
PHIBRO-TECH INC	7638	SHPX	204216
PHIBRO-TECH INC	7638	SHPX	204217
PHIBRO-TECH INC	7638	SHPX	204218
PHIBRO-TECH INC	7638	SHPX	204219
PREMCOR REFINING	7562	SHPX	220946
PREMCOR REFINING	7562	SHPX	220947
PREMCOR REFINING	7562	SHPX	220948
PREMCOR REFINING	7562	SHPX	220949
PREMCOR REFINING	7562	SHPX	220950
PREMCOR REFINING	7562	SHPX	220951
PREMCOR REFINING	7562	SHPX	220952
PREMCOR REFINING	7562	SHPX	220953

<u>Lessee</u>	<u>Contract</u>	<u>Rptg Mark</u>	<u>Car Number</u>
PREMCOR REFINING	7562	SHPX	220954
PREMCOR REFINING	7562	SHPX	220955
		51	Cars