

RECORDATION NO. 24613-A FILED

OCT 07 04 2-52 PM

SURFACE TRANSPORTATION BOARD

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

October 7, 2004

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 two (2) copies of a Final Supplement to Security Agreement, dated as of October 7, 2004, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document is a complete release and relates to the Security Agreement previously filed with the Board under Recordation Number 24613.

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

Secured Party: Vegas Finance Corp.  
740 S. Decatur Boulevard  
Las Vegas, Nevada 89107

Debtor: ACF Acceptance VIII LLC  
620 North Second Street  
St. Charles, Missouri 63301

Mr. Vernon A. Williams  
October 7, 2004  
Page 2

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

40 railcars: AMCX 5748 - AMCX 5787.

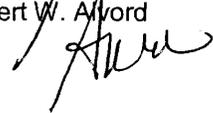
A short summary of the document to appear in the index is:

Final Supplement to Security Agreement.

Also enclosed is a check in the amount of \$30.00 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

RECORDATION NO. 24613-A FILED

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FINAL SUPPLEMENT TO  
SECURITY AGREEMENT  
(Full Release of Collateral)

SURFACE TRANSPORTATION BOARD

This is Final Supplement dated as of October \_\_, 2004 (the "Supplement") to the Security Agreement dated as of September 29, 2003 (as amended and supplemented, the "Security Agreement"), by and between ACF ACCEPTANCE VIII LLC, a Delaware limited liability company (the "Debtor") and VEGAS FINANCIAL CORP., as Lead Lender for the Lenders (the "Lead Lender").

WHEREAS, the Debtor and the Lead Lender, entered into the Security Agreement dated as of September 29, 2003 pursuant to which the Debtor assigned, mortgaged, pledged, hypothecated, transferred and set over to the Lead Lender and granted the Lead Lender a first priority lien on and security interest in all of the Debtor's right, title and interest in and to, among other things, certain railroad cars and related leases, to secure a certain loan made to the Debtor or its affiliate, pursuant to that certain Revolving Credit Agreement dated as of November 1, 2001 (as amended and supplemented, the "Loan Agreement"), among the Borrowers (as defined therein), including the Debtor, the Lenders (as defined therein) and the Lead Lender;

WHEREAS, the Security Agreement was recorded on September 29, 2003 with the Surface Transportation Board, and deposited with the Registrar General of Canada; and

WHEREAS, in connection with the full performance and satisfaction of the Debtor's Obligations (as defined in the Security Agreement) on the day hereof, the Debtor has requested pursuant to Section 8.01 of the Loan Agreement that the Lead Lender release its lien on and its security interest in all of railcars and leases related thereto and all other property of the Debtor related thereto subject to the lien created by the Security Agreement and the Lead Lender has agreed to such release.

NOW, THEREFORE, for good and valuable consideration the parties hereto hereby agree as follows:

1. Release of Security Interest. The Lead Lender hereby releases, and terminates its security interest in, and all of its rights, title and interest in and to all of the Collateral, including, without limitation, the Collateral described in paragraphs (a), (b) and (c) hereof:

(a) All of the railroad rolling stock and standard gauge rolling stock listed on Schedule X hereto together with all parts, attachments, accessions, accessories, equipment, appurtenances and additions that are at any time appertaining, attached, affixed or related thereto 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, including without limitation the leases listed on Schedule X hereto, (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 Lead Lender) 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.

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

3. 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 day and year first above written.

ACF ACCEPTANCE VIII LLC, as Debtor

By: ACF ACCEPTANCE LLC,  
its Managing Member

By: ACF INDUSTRIES LLC,  
its Managing Member

By:

  
Name: Robert J. Mitchell  
Title: Senior Vice President-Finance

VEGAS FINANCIAL CORP., as Lead Lender

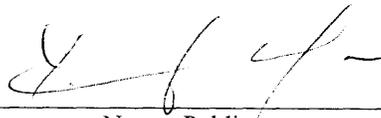
By:

  
Name: Edward E. Mattner  
Title: Vice President

[Signature Page to Final Supplement to Security Agreement]

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

On this 4<sup>th</sup> day of October, 2004, before me, personally appeared Robert J. Mitchell, to me known, who being by me duly sworn, says that he is Senior Vice President of Finance of ACF Industries LLC, the sole member of the sole member of ACF ACCEPTANCE VIII LLC; that said instrument was signed on behalf of said company on the date hereof by authority of its governing body; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.



Notary Public

YEVGENY FUNDLER  
Notary Public, State of New York  
E.O. No. 207 6504009  
Qualified in New York County  
Commission Expires August 21, 2005

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

On this 4<sup>th</sup> day of October, 2004, before me, personally appeared Edward E. Mattner, to me known, who being by me duly sworn, says that he is Vice President of VEGAS FINANCIAL CORP., that said instrument was signed on behalf of said company 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 company.



Notary Public

YEVGENY FUNDLER  
Notary Public, State of New York  
E.O. No. 207 6504009  
Qualified in New York County  
Commission Expires August 21, 2005

## SCHEDULE X

### DESCRIPTION OF EQUIPMENT

Each of the special purpose covered hopper and tank railcars with the reporting marks and road numbers and Association of American Railroads designation numbers set forth on Annex A hereto.

### DESCRIPTION OF LEASES

Each of the user leases or lease schedules or riders with the contract rider number and the named lessee set forth in Schedule A to the Security Agreement (as amended and supplemented), insofar as they relate to covered hopper and tank railcars with the car numbers set forth on Annex A hereto.

ANNEX A

Rptg Mark	Car Number	Code	Contract
AMCX	5748	1694	Lease Dated July 1, 2003
AMCX	5749	1694	Lease Dated July 1, 2003
AMCX	5750	1694	Lease Dated July 1, 2003
AMCX	5751	1694	Lease Dated July 1, 2003
AMCX	5752	1694	Lease Dated July 1, 2003
AMCX	5753	1694	Lease Dated July 1, 2003
AMCX	5754	1694	Lease Dated July 1, 2003
AMCX	5755	1694	Lease Dated July 1, 2003
AMCX	5756	1694	Lease Dated July 1, 2003
AMCX	5757	1694	Lease Dated July 1, 2003
AMCX	5758	1694	Lease Dated July 1, 2003
AMCX	5759	1694	Lease Dated July 1, 2003
AMCX	5760	1694	Lease Dated July 1, 2003
AMCX	5761	1694	Lease Dated July 1, 2003
AMCX	5762	1694	Lease Dated July 1, 2003
AMCX	5763	1694	Lease Dated July 1, 2003
AMCX	5764	1694	Lease Dated July 1, 2003
AMCX	5765	1694	Lease Dated July 1, 2003
AMCX	5766	1694	Lease Dated July 1, 2003
AMCX	5767	1694	Lease Dated July 1, 2003
AMCX	5768	1694	Lease Dated July 1, 2003
AMCX	5769	1694	Lease Dated July 1, 2003
AMCX	5770	1694	Lease Dated July 1, 2003
AMCX	5771	1694	Lease Dated July 1, 2003
AMCX	5772	1694	Lease Dated July 1, 2003
AMCX	5773	1694	Lease Dated July 1, 2003
AMCX	5774	1694	Lease Dated July 1, 2003
AMCX	5775	1694	Lease Dated July 1, 2003
AMCX	5776	1694	Lease Dated July 1, 2003
AMCX	5777	1694	Lease Dated July 1, 2003
AMCX	5778	1694	Lease Dated July 1, 2003
AMCX	5779	1694	Lease Dated July 1, 2003
AMCX	5780	1694	Lease Dated July 1, 2003
AMCX	5781	1694	Lease Dated July 1, 2003
AMCX	5782	1694	Lease Dated July 1, 2003
AMCX	5783	1694	Lease Dated July 1, 2003
AMCX	5784	1694	Lease Dated July 1, 2003
AMCX	5785	1694	Lease Dated July 1, 2003
AMCX	5786	1694	Lease Dated July 1, 2003
AMCX	5787	1694	Lease Dated July 1, 2003

40 Cars