RECORDATION NO. 25235-V FILED

OCT 21 '05 7-23 AM

SURFACE TRANSPORTATION BOARD

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

OF COUNSEL
URBAN A. LESTER

October 21, 2005

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 Release of Collateral, dated as of October 21, 2005, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement Chattel–Mortgage previously filed with the Board under Rec. No. 25235.

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

Secured Party: HSH Nordbank AG, New York Branch
590 Madison Avenue
New York, NY 10022

Debtor: ARI Third LLC
100 Clark Street
St Charles, MI 63301

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

68 railcars within the series ACFX 39800 – ACFX 99703 and SHPX 203000 – SHPX 454424 and CCLX 52190, ECUX 887913, RPBX 17401, RPBX 17426

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

Release of Collateral

Also enclosed is a check in the amount of $33.00 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

RELEASE OF COLLATERAL

This Release of Collateral (the "Release") dated as of October 21, 2005, is entered into by and between ARI THIRD LLC, a Delaware limited liability company (the "Borrower") and HSH NORDBANK AG, New York Branch, as Secured Party, acting both on its own behalf as Agent and as the agent for and representative (within the meaning of Section 9-102(a)(72) of the Uniform Commercial Code) of the Lenders (the "Secured Party").

WHEREAS, the Borrower and the Secured Party entered into the Security Agreement - Chattel Mortgage dated as of October 7, 2004 (as amended and supplemented, the "Security Agreement") pursuant to which the Borrower assigned, mortgaged, pledged, hypothecated, transferred and set over to the Secured Party and granted the Secured Party a first priority lien on and security interest in all of the Borrower'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 Borrower pursuant to that certain Term Loan Agreement, dated as of October 7, 2004 (as amended and supplemented, the "Loan Agreement"), among the Borrower, the Arranger, the Agent, the Secured Party and the Lenders;

WHEREAS, the Security Agreement was recorded on October 7, 2004 with the Surface Transportation Board, Recordation No. 25235, and deposited with the Registrar General of Canada; and

WHEREAS, in connection with the performance and satisfaction of the Borrower's Obligations (as defined in the Security Agreement) on the day hereof, the Borrower has requested pursuant to Section 6.2(e) of the Security Agreement that the Secured Party release its lien on and its security interest in certain of the railcars and leases related thereto and all other property of the Borrower related thereto subject to the lien created by the Security Agreement and the Secured Party 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 Secured Party hereby releases, and terminates its security interest in, and all of its rights, title and interest in and to the following Collateral described in paragraphs (a), (b) and (c) hereof:

(a) All of the railcars listed on Schedule X hereto together with all accessories, equipment, parts, additions, improvements, accessions, attachments, repairs and appurtenances appertaining or attached to such railcars, whether now owned or hereafter acquired by Borrower, and all substitutions, replacements accumulations or proceeds of any and all of said railcars, together with all the 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 Borrower 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 including any extensions of the term of every such lease, all of Borrower's rights under any such 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 (each such portion of any lease relating to the Equipment being an "Equipment Lease"), together with full power and authority with respect to any such 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 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 leases, all records related to such leases and all payments due and to become due under any such lease, whether as contractual obligations, damages, casualty payments, insurance proceeds or otherwise to the extent such payments are derived from the Equipment, together with all proceeds thereof (the "Equipment Lease Proceeds").

(c) All products and proceeds of any of the foregoing in whatever form, including (without limitation) insurance proceeds (other than Casualty Loss Proceeds to the extent the Secured Party actually retained such Casualty Loss Proceeds in accordance with and pursuant to the Security Agreement) 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 Release, 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. It is hereby agreed that each reference to "this Security Agreement" in the Security Agreement, "hereunder", "hereof" or words of like import referring to the Security Agreement, and each reference to the Security Agreement in each of the other Loan Documents, shall be deemed to be a reference to the Security Agreement as amended and supplemented by this Release. Schedule A to the Security Agreement shall be amended further by deleting therefrom the Equipment and the Equipment Leases (relating to the Equipment but to and only to the extent relating to the Equipment) described on Schedule X hereto and the Secured Party hereby agrees that such Equipment and Equipment Leases shall no longer be included in the Collateral, and hereby releases and terminates its lien on and security interest in, and all of its rights, title and interest, in and to, such Equipment and Equipment Leases. Schedule X hereto shall be deemed to be a deletion from, and the Equipment and the Equipment Leases described thereon shall cease to be a part of, Schedule A to the Security Agreement. Each reference to Schedule A in the Security Agreement, and each reference to Schedule A to the Security Agreement in any other Loan Documents, shall be deemed to be a reference to Schedule A as amended by Schedule X hereto, and each reference to Equipment or Equipment Leases in any other Loan Documents shall no longer include a reference to the equipment and

the equipment leases described on Schedule X hereto. Except as expressly amended and supplemented hereby, the Security 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 Security Agreement shall be deemed to be an amendment or supplement in respect of any other term or condition contained in the Security Agreement or any other Loan Document.

3. Governing Law; Binding Effect. IN ACCORDANCE WITH SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW, THIS RELEASE, INCLUDING THE VALIDITY THEREOF, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS OTHER CONFLICT OF LAWS PRINCIPLES. This Release shall be binding on the undersigned and its successors and permitted assigns and shall inure to the benefit of each of the Secured Party and the Borrower and its affiliates and their respective successors and assigns.

4. Counterparts. This Release 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 Release by signing any such counterpart.

[Signature page follows]

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

ARI THIRD LLC
By: American Railcar Leasing, LLC, its sole member

By: _____
Name: Umesh Choksi
Title: Chief Financial Officer

HSH NORDBANK AG, New York Branch,
as Secured Party

By: _____
Name:
Title:

By: _____
Name: Kristie Li
Title: Vice President

[Signature Page to Release]

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

ARI THIRD LLC
By: American Railcar Leasing, LLC, its sole member

By:_____
Name: Umesh Choksi
Title: Chief Financial Officer

HSH NORDBANK AG, New York Branch, as Secured Party

By:_____
Name: Jack Campbell
Title: Senior Vice President

By:_____
Name: Kristie Li
Title: Vice President

[Signature Page to Release]

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

On this 18 day of October, 2005, before me, personally appeared Umesh Choksi, to me known, who being by me duly sworn, says that he resides in St. Louis County, the State of Missouri and is the 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 Board of Directors; and 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 18th day of October, 2005, before me, personally appeared Jack Campbell and Kristie Li, to me known, who being by me duly sworn, says that they reside c/o HSH Nordbank AG, New York Branch, 230 Park Avenue – 32nd Floor, New York, NY 10169; that they are the authorized signatories of HSH Nordbank AG, New York Branch; the corporation described in and which executed the above instrument; and that they signed their names thereto by authority of the board of directors of said corporation.

Sarah L Ortiz
Notary Public

SARAH L. ORTIZ
Notary Public, State of New York
No. 01OR6007785
Qualified in Queens County
Commission Expires 5/26/06

SCHEDULE X

LESSEE CODE	CONTRACT	RPTG MARK	CAR NUMBER
154	15220074	ACFX	39800
1482	7899	ACFX	42731
464	96750547	ACFX	51213
66	75850006	ACFX	52005
45	56190042	ACFX	52007
66	75850006	ACFX	52012
66	75850006	ACFX	52017
1534	15340800	ACFX	52021
66	75850006	ACFX	52022
66	75850006	ACFX	52027
66	75850006	ACFX	52029
153	71140035	ACFX	52036
66	75850006	ACFX	52039
66	75850006	ACFX	52086
1534	15340800	ACFX	52096
153	71140034	ACFX	53930
1303	13030800	ACFX	54361
1262	7550	ACFX	56301
1663	78980001	ACFX	57619
1482	8203	ACFX	59660
28	77310011	ACFX	59664
18	58570046	ACFX	68203
45	3094	ACFX	76231
594	1507	ACFX	78507
92	6476	ACFX	81213
92	6476	ACFX	81238
92	6476	ACFX	81644
535	5776	ACFX	81861
535	5776	ACFX	82224
535	5776	ACFX	82300
535	5776	ACFX	82363
154	1540800	ACFX	82405
645	6450800	ACFX	82413
92	6476	ACFX	82673
535	5776	ACFX	82700
1024	7046	ACFX	82789
417	72880001	ACFX	83195
535	5776	ACFX	83514
594	5693	ACFX	83690
417	80330001	ACFX	84399
1499	7501	ACFX	86881
535	5776	ACFX	87516
1542	7998	ACFX	87605
263	48860056	ACFX	88427
263	48860056	ACFX	88448

1571	6278	ACFX	89043
316	46990006	ACFX	89563
510	7649	ACFX	96736
222	59940004	ACFX	98286
263	2630800	ACFX	99703
1446	7474	SHPX	203000
1482	7592	SHPX	204023
1482	7592	SHPX	204128
256	7855	SHPX	205054
66	75850010	SHPX	205833
1482	73390005	SHPX	206005
1693	8074	SHPX	206711
1097	80550002	SHPX	206716
1097	80550002	SHPX	206733
1693	8112	SHPX	206754
1378	77280002	SHPX	206917
1693	8112	SHPX	206980
119	8048	SHPX	450117
1494	79920001	SHPX	454424
1695	50000	CCLX	52190
1261	100	ECUX	887913
1696	80000	RPBX	17401
1696	80000	RPBX	17426

Total Cars	68