

RECORDATION NO. 27132-6 FILED

DEC 10 '07 -9 00 AM

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SURFACE TRANSPORTATION BOARD

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

OF COUNSEL
URBAN A. LESTER

December 10, 2007

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 Bill of Sale and Assignment and Assumption Agreement, dated as of December 10, 2007, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Supplement (No. 3) to Loan, Chattel Mortgage and Security Agreement being filed with the Board under Recordation Number 27132-F.

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

Transferor: American Railcar Leasing LLC
620 North Second Street
St. Charles, Missouri 63301

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

Mr. Vernon A. Williams
December 10, 2007
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A description of the railroad equipment covered by the enclosed document is:

131 railcars within the series SHPX 208171 – SHPX 209381 and SHPX 454541 - SHPX 454607 as more particularly set forth in the equipment schedule attached to the document.

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

Bill of Sale and Assignment and Assumption 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 'Robert W. Alvord', with a stylized, sweeping flourish at the end.

Robert W. Alvord

RWA/sem
Enclosures

DEC 10 '07

-9 00 AM

SURFACE TRANSPORTATION BOARD

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") dated as of December 10, 2007, between AMERICAN RAILCAR LEASING LLC, a Delaware limited liability company (the "Transferor"), and ARI SECOND LLC, a Delaware limited liability company (the "Transferee").

WHEREAS: the Transferee and the Transferor desire to enter into this Agreement, in connection with the transfer of, among other things, the Equipment (as defined below), subject to the Leases (as defined below), from the Transferor to the Transferee; and

WHEREAS: the parties also desire to carry out the intent and purpose of the transfer of the Equipment by, among other things, the parties' execution and delivery of this instrument evidencing the assignment by the Transferor of all of its rights, title and interest in and to the Leases to the Transferee and the assumption by the Transferee of all of the Transferor's obligations under the Leases.

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Transferor for good and valuable consideration, the receipt of which is hereby acknowledged, effective as of the date hereof, does hereby sell, grant, bargain, convey, assign, transfer, deliver and set over to the Transferee, all of the Transferor's right, title and interest in and to the special purpose railcars described on Schedule 1 hereto and made a part hereof, together with all accessories, equipment, parts and appurtenances appertaining or attached thereto (the "Equipment"). The Transferor hereby warrants to the Transferee and its successors and assigns that, on the date hereof, the Transferor has, and at the time of delivery of the items of Equipment, the Transferor will have, good and marketable, legal and beneficial title to the items of Equipment and good and lawful right to sell the items of Equipment and at the time of delivery, the items of Equipment will be free and clear of all liens, mortgage, deed of trust, pledge, claim, equity interest, participation agreement, security interest or other charge or encumbrance of any kind and interest of a vendor or a lessor under a conditional sale agreement, capital lease or title retention agreement (all of the foregoing "Liens") except the Liens being released contemporaneously with such delivery and transfer or Permitted Liens. The Transferor hereby covenants to defend title to the items of Equipment against demands of all persons or entities whomever based on claims originating prior to the delivery of the items of Equipment. For purposes of this Agreement, "Permitted Liens" means (a) Liens for taxes, assessments or governmental charges or levies which are not yet assessed or, if assessed, not yet due or contested in good faith by appropriate proceedings so long as such forfeiture or loss, of Equipment, (b) mechanics' materialmen's, suppliers', warehousemen's, operation of law in the ordinary course of business for which payment is not overdue or the payment of which is being contested in good faith by appropriate proceedings, so long as such forfeiture or loss, of Equipment, (c) Liens arising out of judgments or awards against the Transferor which are being contested in good faith by appropriate proceedings and with respect to which there shall have been secured a stay of execution pending such appeal or proceedings for review, so long as such

proceedings, in the reasonable judgment of the Transferor, do not involve any danger of sale, forfeiture or loss, of Equipment and (d) the rights of any user under any Lease to which an item of Equipment is then subject.

2. For purposes of this Agreement "Leases" means all current leases of any one or more railcars included in the Equipment and all other contracts for use of any one or more railcars included in the Equipment more specifically described on Schedule 1, including, without limitation, all extensions, renewals, supplements and modifications of any of the foregoing. If any of the Leases (including, without limitation, any master lease) shall include both Equipment and railcars not part of the Equipment, then such Leases shall be subject to this Agreement only to the extent they cover Equipment; and, for purposes of this Agreement, the term Lease shall mean a lease (including without limitation, the provisions of any master lease) only insofar as such lease applies to Equipment subject to this Agreement.

3. Effective as of the date hereof, the Transferor hereby transfers, assigns, conveys, grants and sets over (collectively, "Transfer") to the Transferee, its successors and assigns forever, all of the Transferor's rights, title and interest as of such date in and to the Leases, as fully and entirely as the same would have been held and enjoyed by the Transferor as if this Transfer had not been made.

4. Effective as of the date hereof, the Transferee accepts, assumes, takes over and succeeds to all of the Transferor's rights, title and interest as of such date in and to the Leases, subject to the rights of lessees under the Leases, and the Transferee hereby covenants and agrees to discharge, perform and comply with, and to be bound by, all the terms, conditions, provisions, obligations, covenants and duties of the Transferor under the Leases (but only to the extent it relates to the period from and after the date hereof), as if the Transferee were an original party thereto.

5. The Transferor hereby covenants and agrees that, at any time and from time to time after the date hereof, at the request and expense of the Transferee, the Transferor will promptly and duly execute and deliver, or cause to be executed and delivered, to the Transferee all such further instruments and take all such further action as may be reasonably requested by the Transferee to more effectively sell, transfer, assign, convey, grant and set over the Leases and the equipment, as the case may be, to the Transferee.

6. The Transferee hereby covenants and agrees that, at the request and expense of the Transferor, it will hereafter execute any further assumptions or instruments of transfer or conveyance as may be reasonably requested by the Transferor to assume the Leases or to release the Transferor and its affiliates from their obligations under or on account of the Leases so long as such release will not prejudice the Transferee's rights, title and interest in and to the Leases.

7. This Agreement shall be binding upon the Transferee and the Transferor, their respective successors and assigns, for the use and purposes set forth and referred to herein, effective as of the date hereof.

8. This Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, without regard to the laws of the of conflict of laws

thereof (except for Section 5-1401 and Section 5-1402 of the New York General Obligations Law). THE BILL OF SALE CONTAINED IN THIS AGREEMENT IS DELIVERED BY THE TRANSFEROR TO THE TRANSFEREE IN ST. CHARLES, MISSOURI.

10. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any counterpart signature delivered by facsimile shall be equally effective as delivery of an originally executed counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be duly executed in one or more counterparts as of the date first above written.

TRANSFEROR

AMERICAN RAILCAR LEASING LLC

By: Harry McKinstry
Name: Harry Mc Kinstry
Title: VP of Finance & Controller

TRANSFeree

ARI SECOND LLC

By: American Railcar Leasing, LLC, Member

By: Harry McKinstry
Name: Harry Mc Kinstry
Title: VP of Finance & Controller

[Signature Page to the Bill of Sale and Assignment and Assumption Agreement]

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

On this 5th day of December, 2007, before me, personally appeared Harry Mc Kinstry, to me known, who being by me duly sworn, says that he is VP of Finance & Controller of AMERICAN RAILCAR LEASING LLC, the sole 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 he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.



Nancy Collins
Notary Public

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

On this 5th day of December, 2007, before me, personally appeared Harry Mc Kinstry, to me known, who being by me duly sworn, says that he is VP of Finance & Controller 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 he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.



Nancy Collins
Notary Public

SCHEDULE 1

SCHEDULE 1

Lessee Code	Contract	Rptg Mark	Car Number
1024	42020014	SHPX	209343
1024	42020014	SHPX	209345
1024	42020014	SHPX	209333
1024	42020014	SHPX	209334
1024	42020014	SHPX	209335
1024	42020014	SHPX	209336
1024	42020014	SHPX	209337
1024	42020014	SHPX	209338
1024	42020014	SHPX	209339
1024	42020014	SHPX	209340
1024	42020014	SHPX	209341
1024	42020014	SHPX	209344
1024	42020014	SHPX	209362
1024	42020014	SHPX	209365
1024	42020014	SHPX	209364
1024	42020014	SHPX	209367
1024	42020014	SHPX	209368
1024	42020014	SHPX	209369
1024	42020014	SHPX	209370
1024	42020014	SHPX	209374
1024	42020014	SHPX	209375
1024	42020014	SHPX	209347
1024	42020014	SHPX	209376
1024	42020014	SHPX	209377
1024	42020014	SHPX	209378
1024	42020014	SHPX	209381
1024	42020014	SHPX	209371
1024	42020014	SHPX	209372
1024	42020014	SHPX	209373
1024	42020014	SHPX	209379
1024	42020014	SHPX	209342
1024	42020014	SHPX	209346
1024	42020014	SHPX	209348
1024	42020014	SHPX	209351
1024	42020014	SHPX	209352
1024	42020014	SHPX	209353
1024	42020014	SHPX	209354
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1024	42020014	SHPX	209356
1024	42020014	SHPX	209349
1024	42020014	SHPX	209357
1024	42020014	SHPX	209358
1024	42020014	SHPX	209360
1024	42020014	SHPX	209350
1024	42020014	SHPX	209359
1024	42020014	SHPX	209361
1024	42020014	SHPX	209363
1024	42020014	SHPX	209366
1397	85400000	SHPX	454599
1397	85400000	SHPX	454600
1397	85400000	SHPX	454601
1397	85400000	SHPX	454602

SCHEDULE 1

Lessee Code	Contract	Rptg Mark	Car Number
1397	85400000	SHPX	454603
1397	85400000	SHPX	454604
1397	85400000	SHPX	454605
1397	85400000	SHPX	454606
1397	85400000	SHPX	454607
1397	85400000	SHPX	454598
1397	85400000	SHPX	454594
1397	85400000	SHPX	454593
1397	85400000	SHPX	454595
491	42070014	SHPX	209193
491	42070014	SHPX	209196
491	42070014	SHPX	209199
491	42070014	SHPX	209201
491	42070014	SHPX	209202
491	42070014	SHPX	209203
491	42070014	SHPX	209204
491	42070014	SHPX	209205
491	42070014	SHPX	209180
491	42070014	SHPX	209187
491	42070014	SHPX	209189
491	42070014	SHPX	209190
491	42070014	SHPX	209191
491	42070014	SHPX	209194
491	42070014	SHPX	209195
491	42070014	SHPX	209197
491	42070014	SHPX	209198
491	42070014	SHPX	209200
491	42070014	SHPX	209206
491	42070014	SHPX	209207
491	42070014	SHPX	209208
491	42070014	SHPX	209183
491	42070014	SHPX	209184
491	42070014	SHPX	209186
491	42070014	SHPX	209188
491	42070014	SHPX	209209
491	42070014	SHPX	209185
491	42070014	SHPX	209192
1720	82500004	SHPX	209058
1755	84460000	SHPX	209052
1549	81410002	SHPX	208172
1549	81410002	SHPX	208171
1549	81410002	SHPX	208173
1549	81410002	SHPX	208174
1549	81410002	SHPX	208175
1549	81410002	SHPX	208178
1549	81410002	SHPX	208179
1549	81410002	SHPX	208186
1549	81410002	SHPX	208187
1549	81410002	SHPX	208189
1549	81410002	SHPX	208190
1549	81410002	SHPX	208193
1549	81410002	SHPX	208194

SCHEDULE 1

Lessee Code	Contract	Rptg Mark	Car Number
1549	81410002	SHPX	208197
1549	81410002	SHPX	208177
1549	81410002	SHPX	208180
1549	81410002	SHPX	208181
1549	81410002	SHPX	208182
1549	81410002	SHPX	208183
1549	81410002	SHPX	208185
1549	81410002	SHPX	208188
1549	81410002	SHPX	208191
1549	81410002	SHPX	208192
1549	81410002	SHPX	208196
1549	81410002	SHPX	208198
1549	81410002	SHPX	208198
1549	81410002	SHPX	208176
1549	81410002	SHPX	208199
1446	85170000	SHPX	454541
1446	85170000	SHPX	454544
1446	85170000	SHPX	454545
1446	85170000	SHPX	454549
1446	85170000	SHPX	454548
1446	85170000	SHPX	454548
1446	85170000	SHPX	454548
1446	85170000	SHPX	454543
1446	85170000	SHPX	454547
1446	85170000	SHPX	454550
1446	85170000	SHPX	454551
1446	85170000	SHPX	454552
1446	85170000	SHPX	454553
1446	85170000	SHPX	454554

No. of Cars: 131