

RECORDATION NO. 25572-F FILED

OCT 17 '08 -11 35 AM

SURFACE TRANSPORTATION BOARD

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

OF COUNSEL
URBAN A. LESTER

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 two (2) copies of a Supplement to Loan, Chattel Mortgage and Security Agreement Supplement No. 6, 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 Memorandum of Loan, Chattel Mortgage and Security Agreement previously filed with the Board under Recordation Number 25572.

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

Secured Party: Sovereign Bank (formerly Independence
Community Bank)
551 Fifth Avenue
New York, New York 10176

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

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

65 railcars RELEASED: SHPX 432500, SHPX 432501 and within the series SHPX 209502 - SHPX 221731 as more particularly set forth in the attachment to the document.

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

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

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

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-11 35 AM

SUPPLEMENT TO LOAN, CHATTEL MORTGAGE AND SECURITY AGREEMENT
SURFACE TRANSPORTATION BOARD

SUPPLEMENT NO. 6 DATED AS OF OCTOBER 17, 2008

TO

LOAN, CHATTEL MORTGAGE

AND SECURITY AGREEMENT

DATED AS OF MARCH 5, 2005

BETWEEN

AMERICAN RAILCAR LEASING LLC

("DEBTOR")

AND

SOVEREIGN BANK (FORMERLY, INDEPENDENCE COMMUNITY BANK) ("SECURED PARTY")

WHEREAS, Debtor and the Secured Party entered into a certain Loan, Chattel Mortgage and Security Agreement dated as of March 5, 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 May 6, 2005 with the Surface Transportation Board, Recordation No. 25572, and with the Registrar General of Canada, Recordation No. 16568.

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 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: 
Name: Dhresh Choksi
Title: CEO and Treasurer

SOVEREIGN BANK

By: 
Name: Kristen Bunch
Title: SVP

[Signature Page to Supplement No. 3]

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

On this 16th 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.

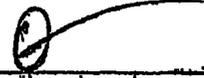
NANCY COLLINS
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Charles County
My Commission Expires: August 02, 2012
Commission Number: 08498131

Nancy Collins

Notary Public

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On the 16th day of October 2008, before me, personally appeared KRISTEN BURKE
to me known who being by me duly sworn, says that she resides in Rocky Point, Maryland
SVP of SOVEREIGN BANK; that said instrument was signed on behalf of said
bank 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 bank.



Notary Public

OLEG KARAMAN
NOTARY PUBLIC STATE OF NEW YORK
01KAB150022
QUALIFIED IN KINGS COUNTY
COMMISSION EXPIRES JULY 24, 2010

SCHEDULE A-2

[SCHEDULE OF RELEASED EQUIPMENT]

Lessee Code	Contract	Rptg Mark	Car Number
1722	82590003	SHPX	209502
1722	82590003	SHPX	209503
1722	82590003	SHPX	209504
1722	82590003	SHPX	209505
1780	84450011	SHPX	209516
1780	84450011	SHPX	209524
1780	84450011	SHPX	209534
1780	84450011	SHPX	209539
1780	84450011	SHPX	209540
1780	84450011	SHPX	209541
1780	84450011	SHPX	209546
1780	84450011	SHPX	209547
1780	84450011	SHPX	209548
1780	84450011	SHPX	209549
1780	84450011	SHPX	209550
1780	84450011	SHPX	209551
1831	86640001	SHPX	209552
1831	86640001	SHPX	209553
1831	86640001	SHPX	209554
1831	86640001	SHPX	209555
1831	86640001	SHPX	209556
1831	86640001	SHPX	209557
450	65420051	SHPX	221688
450	65420051	SHPX	221689
450	65420051	SHPX	221690
450	65420051	SHPX	221691
450	65420051	SHPX	221692
450	65420051	SHPX	221693
450	65420051	SHPX	221694
450	65420051	SHPX	221695
450	65420052	SHPX	221696
450	65420052	SHPX	221697
450	65420052	SHPX	221698
450	65420052	SHPX	221700
450	65420052	SHPX	221701
450	65420052	SHPX	221703
450	65420052	SHPX	221704
450	65420052	SHPX	221705
450	65420053	SHPX	221706
450	65420053	SHPX	221707
450	65420053	SHPX	221708
450	65420053	SHPX	221709
450	65420053	SHPX	221710
450	65420053	SHPX	221711
450	65420053	SHPX	221712
450	65420053	SHPX	221713
450	65420053	SHPX	221714
450	65420053	SHPX	221715
450	65420054	SHPX	221716
450	65420054	SHPX	221717
450	65420054	SHPX	221718

Lessee Code	Contract	Rptg Mark	Car Number
450	65420054	SHPX	221720
450	65420054	SHPX	221721
450	65420054	SHPX	221722
450	65420054	SHPX	221723
450	65420054	SHPX	221724
450	65420054	SHPX	221725
450	65420055	SHPX	221726
450	65420055	SHPX	221727
450	65420055	SHPX	221728
450	65420055	SHPX	221729
450	65420055	SHPX	221730
450	65420055	SHPX	221731
501	86350000	SHPX	432500
501	86350000	SHPX	432501
<u>No. of cars;</u>			<u>65</u>

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