

RECORDATION NO. 22198-R FILED
JUN 6 '01 12-12 PM
TS
SURFACE TRANSPORTATION BOARD

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

OF COUNSEL
URBAN A. LESTER

June 6, 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. 10 to Amended and Restated Security Agreement, dated as of June 6, 2001 a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Amended and Restated Security Agreement previously filed with the Board under Recordation Number 22198-C.

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:	Firstar 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:

80 railcars within the series SHPX43367 - SHPX 454331

Mr. Vernon Williams
June 6, 2001
Page Two

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

Supplement No. 10 to the Amended and Restated Security Agreement
between ACF Industries, Incorporated and Firststar Bank, N.A. (successor
to Mercantile Bank).

Also enclosed is a check in the amount of \$28.00 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

SUPPLEMENT NO. 10 TO
AMENDED AND RESTATED SECURITY AGREEMENT

This is Supplement No. 10 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

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SURFACE TRANSPORTATION BOARD

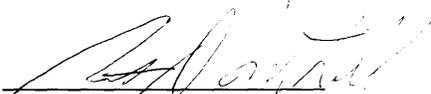
connection with any of the foregoing insofar, but only insofar, as such rights relate to the Equipment which is subject to such Equipment Leases, all records related to the Equipment Leases and all payments due and to become due under any Equipment Lease, whether as contractual obligations, damages, 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.

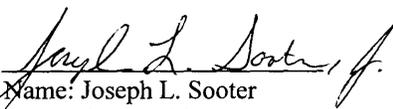
[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement in one or more counterparts as of the 6th day of June, 2001.

ACF INDUSTRIES, INCORPORATED

By: 
Name: Robert J. Mitchell
Title: Senior Vice President of Finance

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

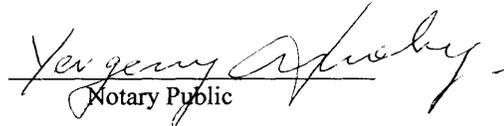
By: 
Name: Joseph L. Sooter
Title: Vice President

[Signature Page to Supplement No. 10 to Amended and Restated Security Agreement]

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

On this 4th day of June, 2001, before me, personally appeared Robert J. Mitchell, to me known, who being by me duly sworn, says that she resides in Nassau County, New York and is Senior Vice President of Finance 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.

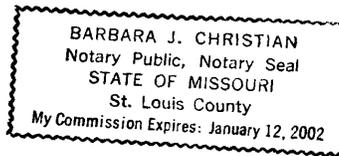
YEVGENY FUNDLER
Notary Public, State of New York
No. 02FU6046929
Qualified in New York County
Commission Expires August 21, 2002



Notary Public

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

On this 1st day of June, 2001, before me, personally appeared Joseph L. Sooter, 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.



Barbara J. Christian
Notary Public

SCHEDULE A

<u>Lessee Code</u>	<u>Lessee</u>	<u>Contract</u>	<u>Rptg Mark</u>	<u>Car Number</u>
450	TEXAS PETROCHEMICAL LP	65420021	SHPX	221083
450	TEXAS PETROCHEMICAL LP	65420021	SHPX	221084
1391	INTERSTATE BRANDS	7694	SHPX	43367
1391	INTERSTATE BRANDS	7694	SHPX	43370
1391	INTERSTATE BRANDS	7694	SHPX	43633
1391	INTERSTATE BRANDS	7694	SHPX	43634
1391	INTERSTATE BRANDS	7694	SHPX	43635
1391	INTERSTATE BRANDS	7694	SHPX	43636
1391	INTERSTATE BRANDS	7694	SHPX	43637
1391	INTERSTATE BRANDS	7694	SHPX	43638
1391	INTERSTATE BRANDS	7694	SHPX	43639
1391	INTERSTATE BRANDS	7694	SHPX	43640
1391	INTERSTATE BRANDS	7694	SHPX	43641
1391	INTERSTATE BRANDS	7694	SHPX	43642
1391	INTERSTATE BRANDS	7694	SHPX	43643
1391	INTERSTATE BRANDS	7694	SHPX	43644
1391	INTERSTATE BRANDS	7694	SHPX	43645
1391	INTERSTATE BRANDS	7694	SHPX	43646
1391	INTERSTATE BRANDS	7694	SHPX	43647
1391	INTERSTATE BRANDS	7694	SHPX	43648
1391	INTERSTATE BRANDS	7694	SHPX	43649
1391	INTERSTATE BRANDS	7694	SHPX	43650
1446	MONSANTO COMPANY	7696	SHPX	454272
1446	MONSANTO COMPANY	7696	SHPX	454273
1446	MONSANTO COMPANY	7696	SHPX	454274
1446	MONSANTO COMPANY	7696	SHPX	454275
1446	MONSANTO COMPANY	7696	SHPX	454276
1446	MONSANTO COMPANY	7696	SHPX	454277
1446	MONSANTO COMPANY	7696	SHPX	454278
1446	MONSANTO COMPANY	7696	SHPX	454279
1446	MONSANTO COMPANY	7696	SHPX	454280
1446	MONSANTO COMPANY	7696	SHPX	454281
1446	MONSANTO COMPANY	7696	SHPX	454282
1446	MONSANTO COMPANY	7696	SHPX	454283
1446	MONSANTO COMPANY	7696	SHPX	454284
1446	MONSANTO COMPANY	7696	SHPX	454285
1446	MONSANTO COMPANY	7696	SHPX	454286
1446	MONSANTO COMPANY	7696	SHPX	454287
1446	MONSANTO COMPANY	7696	SHPX	454288
1446	MONSANTO COMPANY	7696	SHPX	454289
1446	MONSANTO COMPANY	7696	SHPX	454290
1446	MONSANTO COMPANY	7696	SHPX	454291
1446	MONSANTO COMPANY	7696	SHPX	454292
1446	MONSANTO COMPANY	7696	SHPX	454293
1446	MONSANTO COMPANY	7696	SHPX	454294
1446	MONSANTO COMPANY	7696	SHPX	454295
1446	MONSANTO COMPANY	7696	SHPX	454296
1446	MONSANTO COMPANY	7696	SHPX	454297
1446	MONSANTO COMPANY	7696	SHPX	454298

Lessee Code	Lessee	Contract	Rptg Mark	Car Number
1446	MONSANTO COMPANY	7696	SHPX	454299
1446	MONSANTO COMPANY	7696	SHPX	454300
1446	MONSANTO COMPANY	7696	SHPX	454301
1446	MONSANTO COMPANY	7696	SHPX	454302
1446	MONSANTO COMPANY	7696	SHPX	454303
1446	MONSANTO COMPANY	7696	SHPX	454304
1446	MONSANTO COMPANY	7696	SHPX	454305
1446	MONSANTO COMPANY	7696	SHPX	454306
1446	MONSANTO COMPANY	7696	SHPX	454307
1446	MONSANTO COMPANY	7696	SHPX	454308
1446	MONSANTO COMPANY	7696	SHPX	454310
1446	MONSANTO COMPANY	7696	SHPX	454311
1446	MONSANTO COMPANY	7696	SHPX	454312
1446	MONSANTO COMPANY	7696	SHPX	454313
1446	MONSANTO COMPANY	7696	SHPX	454314
1446	MONSANTO COMPANY	7696	SHPX	454315
1446	MONSANTO COMPANY	7696	SHPX	454316
1446	MONSANTO COMPANY	7696	SHPX	454317
1446	MONSANTO COMPANY	7696	SHPX	454318
1446	MONSANTO COMPANY	7696	SHPX	454319
1446	MONSANTO COMPANY	7696	SHPX	454320
1446	MONSANTO COMPANY	7696	SHPX	454321
1446	MONSANTO COMPANY	7696	SHPX	454323
1446	MONSANTO COMPANY	7696	SHPX	454324
1446	MONSANTO COMPANY	7696	SHPX	454325
1446	MONSANTO COMPANY	7696	SHPX	454326
1446	MONSANTO COMPANY	7696	SHPX	454327
1446	MONSANTO COMPANY	7696	SHPX	454328
1446	MONSANTO COMPANY	7696	SHPX	454331
1482	OMYA INCORPORATED	7592	SHPX	203907
1482	OMYA INCORPORATED	7592	SHPX	204136

80 Cars