

18816-<sup>BBB</sup>  
RECORDATION NO. 18816-~~SS~~

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JUN 12 '03 1:52 AM

**SURFACE TRANSPORTATION BOARD**

OF COUNSEL  
URBAN A. LESTER

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

June 12, 2003

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. 8, dated as of June 12, 2003, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Amended and Restated Loan, Chattel Mortgage and Security Agreement previously filed with the Commission under Recordation Number 18816-SS.

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

Debtor: ACF Industries, LLC  
(successor to ACF Industries, Incorporated)  
620 North Second Street  
St. Charles, Missouri 63301

Secured Party: Citibank, N.A.  
335 Madison Avenue  
New York, New York 10017

Mr. Vernon A. Williams  
June 12, 2003  
Page Two

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

76 railcars ADDED to the Security Agreement within the series SHPX 454416 – SHPX 454436, SHPX 221472 – SHPX 221525 and SHPX 464306.

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

Supplement No. 8 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 one stamped copy of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/anr  
Enclosures

REGISTRATION NO. 18816-SS  
JUN 12 03  
SURFACE TRANSPORTATION BOARD  
1-52 AD

SUPPLEMENT NO. 8 DATED AS OF JUNE 12, 2003  
TO  
AMENDED AND RESTATED LOAN, CHATTEL MORTGAGE  
AND SECURITY AGREEMENT  
DATED AS OF NOVEMBER 19, 2002  
BETWEEN  
ACF INDUSTRIES LLC  
(SUCCESSOR TO ACF INDUSTRIES, INCORPORATED, "DEBTOR")  
AND  
CITIBANK, N.A. ("SECURED PARTY")

WHEREAS, Debtor and the Secured Party entered into a certain Amended and Restated Loan, Chattel Mortgage and Security Agreement dated as of November 19, 2002 (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 November 19, 2002 with the Surface Transportation Board, Recordation No. 18816-SS, and with the Registrar General of Canada, Recordation No. 14374.

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:

The Debtor hereby assigns, mortgages, pledges, hypothecates, transfers and sets over to the Secured Party and grants the Secured Party a first priority lien on and security interest in all of the Debtor's right, title and interest in and to the Equipment and Leases (but only to the extent relating to the Equipment) more fully described on Schedule A-1 hereto and agrees that such Equipment and Leases (but only to the extent relating to the Equipment) shall constitute Collateral subject to the grant of security by the Debtor set forth in Section 4 of the Loan Agreement. Schedule A to the Loan Agreement shall be amended and supplemented by Schedule A-1 hereto to include the Equipment and the Leases more fully described on Schedule A-1 hereto and Schedule A-1 hereto shall be deemed to be an addition to and part of Schedule A to the Loan Agreement. Each reference to Schedule A in the Loan Agreement shall be deemed to be a reference to Schedule A as amended and supplemented by Schedule A-1 hereto, and each reference to the Equipment or Leases in the Loan Agreement shall be deemed to include the Equipment and the Leases (but only to the extent relating to the Equipment) described on Schedule A-1 hereto.

3. 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

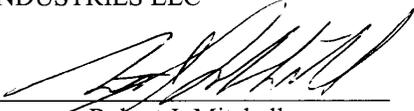
of the Loan Agreement shall be deemed to be an amendment or supplement in respect of any other term or condition contained in the Loan Agreement or any other Loan document.

4. 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.

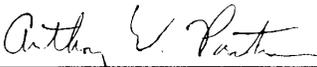
[signature page follows]

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.

ACF INDUSTRIES LLC

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

CITIBANK, N.A.

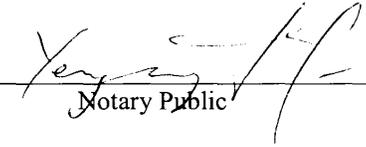
By:   
Name: Anthony V. Pantina  
Title: Vice President

[Signature Page to Supplement No. 8]

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

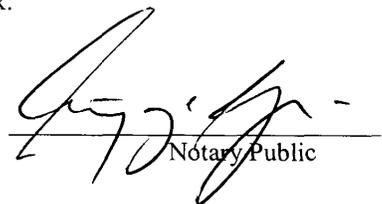
On this 6<sup>th</sup> day of June, 2003, before me, personally appeared Robert J. Mitchell to me personally known, who being by me duly sworn, says that he is the Senior Vice President of Finance of ACF Industries LLC, that the foregoing instrument was signed on the date hereof on behalf of said company 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.

YEVGENY FUNDLER  
Notary Public State of New York  
No. 02FU6046929  
Qualified in New York County  
Commission Expires August 21, 2006

  
Notary Public

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

On this 6 day of June, 2003, before me, personally appeared Anthony V. Pantina, to me known, who being by me duly sworn, says that he resides in Queens, NY and is Vice President of CITIBANK, 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.

  
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Notary Public

**Anthony J. Cangelosi**  
Notary Public, State of New York  
No. 01CA0552210  
Qualified in Richmond County  
Commission Expires January 31, 2006

SCHEDULE A-1

[SCHEDULE OF ADDITIONAL UNITS]

Lessee	Contract	Rptg Mark	Car Number
OCI CHEMICAL	79920001	SHPX	454416
OCI CHEMICAL	79920001	SHPX	454417
OCI CHEMICAL	79920001	SHPX	454418
OCI CHEMICAL	79920001	SHPX	454419
OCI CHEMICAL	79920001	SHPX	454420
OCI CHEMICAL	79920001	SHPX	454421
OCI CHEMICAL	79920001	SHPX	454422
OCI CHEMICAL	79920001	SHPX	454423
OCI CHEMICAL	79920001	SHPX	454424
OCI CHEMICAL	79920001	SHPX	454425
OCI CHEMICAL	79920001	SHPX	454426
OCI CHEMICAL	79920001	SHPX	454427
OCI CHEMICAL	79920001	SHPX	454428
OCI CHEMICAL	79920001	SHPX	454429
OCI CHEMICAL	79920001	SHPX	454430
OCI CHEMICAL	79920001	SHPX	454431
OCI CHEMICAL	79920001	SHPX	454432
OCI CHEMICAL	79920001	SHPX	454433
OCI CHEMICAL	79920001	SHPX	454434
OCI CHEMICAL	79920001	SHPX	454435
OCI CHEMICAL	79920001	SHPX	454436
TEXAS PETROCHEMICAL	65420039	SHPX	221472
TEXAS PETROCHEMICAL	65420039	SHPX	221473
TEXAS PETROCHEMICAL	65420039	SHPX	221474
TEXAS PETROCHEMICAL	65420039	SHPX	221475
TEXAS PETROCHEMICAL	65420039	SHPX	221476
TEXAS PETROCHEMICAL	65420039	SHPX	221477
TEXAS PETROCHEMICAL	65420039	SHPX	221478
TEXAS PETROCHEMICAL	65420039	SHPX	221479
TEXAS PETROCHEMICAL	65420039	SHPX	221480
TEXAS PETROCHEMICAL	65420039	SHPX	221481
TEXAS PETROCHEMICAL	65420039	SHPX	221482
TEXAS PETROCHEMICAL	65420039	SHPX	221483
TEXAS PETROCHEMICAL	65420039	SHPX	221484
TEXAS PETROCHEMICAL	65420039	SHPX	221485
TEXAS PETROCHEMICAL	65420039	SHPX	221486
TEXAS PETROCHEMICAL	65420039	SHPX	221487
TEXAS PETROCHEMICAL	65420039	SHPX	221488
TEXAS PETROCHEMICAL	65420039	SHPX	221489
TEXAS PETROCHEMICAL	65420039	SHPX	221490
TEXAS PETROCHEMICAL	65420039	SHPX	221491
TEXAS PETROCHEMICAL	65420039	SHPX	221492
TEXAS PETROCHEMICAL	65420039	SHPX	221493
TEXAS PETROCHEMICAL	65420039	SHPX	221494
TEXAS PETROCHEMICAL	65420039	SHPX	221495
TEXAS PETROCHEMICAL	65420039	SHPX	221496
TEXAS PETROCHEMICAL	65420039	SHPX	221497
TEXAS PETROCHEMICAL	65420039	SHPX	221498
TEXAS PETROCHEMICAL	65420039	SHPX	221499
TEXAS PETROCHEMICAL	65420040	SHPX	221500

Lessee	Contract	Rptg Mark	Car Number
TEXAS PETROCHEMICAL	65420040	SHPX	221501
TEXAS PETROCHEMICAL	65420040	SHPX	221502
TEXAS PETROCHEMICAL	65420040	SHPX	221503
TEXAS PETROCHEMICAL	65420040	SHPX	221504
TEXAS PETROCHEMICAL	65420040	SHPX	221505
TEXAS PETROCHEMICAL	65420040	SHPX	221506
TEXAS PETROCHEMICAL	65420040	SHPX	221507
TEXAS PETROCHEMICAL	65420040	SHPX	221508
TEXAS PETROCHEMICAL	65420040	SHPX	221509
TEXAS PETROCHEMICAL	65420040	SHPX	221510
TEXAS PETROCHEMICAL	65420040	SHPX	221511
TEXAS PETROCHEMICAL	65420040	SHPX	221512
TEXAS PETROCHEMICAL	65420040	SHPX	221513
TEXAS PETROCHEMICAL	65420040	SHPX	221514
TEXAS PETROCHEMICAL	65420040	SHPX	221515
TEXAS PETROCHEMICAL	65420040	SHPX	221516
TEXAS PETROCHEMICAL	65420040	SHPX	221517
TEXAS PETROCHEMICAL	65420040	SHPX	221518
TEXAS PETROCHEMICAL	65420040	SHPX	221519
TEXAS PETROCHEMICAL	65420040	SHPX	221520
TEXAS PETROCHEMICAL	65420040	SHPX	221521
TEXAS PETROCHEMICAL	65420040	SHPX	221522
TEXAS PETROCHEMICAL	65420040	SHPX	221523
TEXAS PETROCHEMICAL	65420040	SHPX	221524
TEXAS PETROCHEMICAL	65420040	SHPX	221525
SUNOCO, INC	8016	SHPX	464306

76 Cars