

JULY 24, 2015 10:50 AM

ALVORD AND ALVORD PLLC SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)
ROBERT W. ALVORD (2011)

July 24, 2015

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Lease, dated as of July 23, 2015, a primary document as defined in the Board's Rules for the Recordation of Documents.

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

Lessor: American Railcar Leasing LLC
100 Clark Street Suite 201
St. Charles, Missouri 63301

Lessee: Unity Fuels, LLC
315 5th Avenue Suite 906
New York, NY 10016

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

17 railcars within the series ACFX 75406 – ACFX 74564, ACFX 79607 – ACFX 79635 and SHPX 201278 – SHPX 201368 as more particularly set forth on the attachment to the document.

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

Memorandum of Lease.

Section Chief
July 24, 2015
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Also enclosed is a check in the amount of \$43.00 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 "Claire E. Murphy". The signature is written in a cursive style with a large, looping "M".

Claire E. Murphy

CEM
Enclosures

MEMORANDUM OF LEASE

This Memorandum of Lease is prepared and filed by American Railcar Leasing LLC, a Delaware limited liability company, (i) on behalf of itself as lessor and/or as assignee of ACF Industries, Incorporated, ACF Industries LLC, American Railcar Industries, Inc., and/or ACF Acceptance LLC as the sole member of various ACF Acceptance entities, and/or (ii) as manager for one or more of its affiliates or other entities, including, without limitation, the following affiliated lessors: ARI First LLC, ARI Second LLC, ARI Third LLC, ARL II Funding LLC, ARL Fifth LLC, NCF I, LLC, NCF II, LLC, RCF 2014, LLC, and Shippers Third LLC, all with respect to Unity Fuels, LLC, a New York limited liability company (“Lessee”).

American Railcar Leasing LLC (as assignor, manager, or lessor, herein, “Lessor”) and Lessee have entered into that certain **Master Service Contract as identified on Schedule A** (as amended, changed, assigned, modified and supplemented from time to time, together with any schedules and exhibits thereto, the “Lease”), pursuant to which Lessee leased the railcars listed on Schedule A attached hereto from Lessor on the terms and conditions set forth therein, and from time to time may lease other railcars bearing the reporting marks **SHPX and/or ACFX**.

The Lease, among other things, has the following provision:

In order to more fully protect the rights, title and ownership of the Lessor (including its assignees) in the cars hereunder however, the Lessee is granting to the Lessor the lien on and security interest in the cars as set forth as follows. Without prejudice to the Lessor’s full and complete ownership, rights, title and interest in and to the cars, in order to secure any and all current and future obligations of the Lessee under this lease, for good and valuable consideration, the Lessee hereby irrevocably grants to the Lessor a continuing lien on and a security interest in (i) the cars together with any proceeds thereof and/or therefrom, including, without limitation, any proceeds and receivables generated from the sale or lease of the cars, and (ii) any insurance claims related to the cars and any proceeds from such claims. The cars include, without limitation, (a) any and all improvements, additions, replacements, substitutions and modifications thereon and/or thereof, (b) the railcars specifically set forth in this lease, (c) any other railcars leased or to be leased under this lease to the Lessee and (d) any railcars in possession of the Lessee bearing reporting marks ACFX, SHPX and any other reporting marks owned by Lessor as of this date or at any date in the future. The Lessor may from time to time include an affiliate of the Lessor, becoming the Lessor through an assignment of this lease or any schedule thereof and/or the cars.

This Memorandum of Lease is prepared for registration purposes and is not intended to amend the terms and conditions of the Lease.

AMERICAN RAILCAR LEASING LLC

By: Steven Unger
Name: Steven Unger
Title: CFO & Treasurer

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

On this 23rd day of July, 2015, before me, personally appeared Steven Unger to me personally known, who being by me duly sworn, says that he resides at St. Louis, MO and is the CFO & Treasurer of American Railcar Leasing LLC, that said 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.

NANCY NETSCH
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Charles County
My Commission Expires: August 02, 2016
Commission Number: 12499131

Nancy Netsch
Notary Public
My commission expires on 8/2/16

SCHEDULE A

EQUIPMENT

Unity Fuels, LLC
Master Service Contract No. MSC C-8996

Reporting Mark	Car Number	Contract - Rider
ACFX	75406	8996-0003
ACFX	75417	8996-0003
ACFX	75418	8996-0003
ACFX	75448	8996-0003
ACFX	75449	8996-0003
ACFX	75452	8996-0002
ACFX	75459	8996-0003
ACFX	75464	8996-0003
ACFX	79607	8996-0003
ACFX	79629	8996-0002
ACFX	79630	8996-0003
ACFX	79635	8996-0003
SHPX	201278	8996-0001
SHPX	201345	8996-0001
SHPX	201356	8996-0001
SHPX	201361	8996-0001
SHPX	201368	8996-0001

CERTIFICATION

I, Claire E. Murphy, an attorney licensed to practice in the State of New Jersey, 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: July 24, 2015



Claire E. Murphy