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September 2, 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 September 2, 2015, a primary document as defined in the Board's Rules for the Recordation of Documents.

The name 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: Methes Energies Canada Inc.
4170 Sladeview Crescent Unit #5,
Mississauga, ON, L5L 0A1
Canada]

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

12 railcars: SHPX 208210, 208219, 208225, 208233, 208802, 208803,
208804, 208805, 209121, 209169, 209171 and 209174.

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

Memorandum of Lease.

Section Chief
September 2, 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 blue ink, appearing to read 'E. Luria', with a stylized flourish at the end.

Edward M. Luria

EML/sem
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 First 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 Methes Energies Canada Inc., an Ontario Canada corporation (“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 riders, 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.

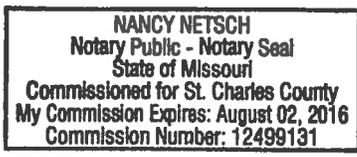
AMERICAN RAILCAR LEASING LLC

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

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

On this 7th day of September, 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
My commission expires on _____



SCHEDULE A

EQUIPMENT

Methes Energies Canada Inc.
Master Service Contract No. MSC 8-8884

Reporting Mark	Car Number
SHPX	208210
SHPX	208219
SHPX	208225
SHPX	208233
SHPX	208802
SHPX	208803
SHPX	208804
SHPX	208805
SHPX	209121
SHPX	209169
SHPX	209171
SHPX	209174

CERTIFICATION

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, 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: September 2, 2015

Edward M. Luria

Edward M. Luria