

ALVORD AND ALVORD PLLC  
ATTORNEYS AT LAW  
1050 SEVENTEENTH STREET, N.W.  
SUITE 301  
WASHINGTON, D.C.  
20036

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

PHONE: (202) 393-2266  
FAX: 1-855-600-2836  
E-MAIL: [alvord@alvordlaw.com](mailto:alvord@alvordlaw.com)  
WEBSITE: [www.alvordlaw.com](http://www.alvordlaw.com)

September 29, 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  
ARI First LLC  
RCF 2014, LLC  
100 Clark Street Suite 201  
St. Charles, Missouri 63301

[Lessee: Agri-Fine, Inc.  
2701 East 100th Street  
Chicago, Illinois 60617]

Section Chief  
September 29, 2015  
Page 2

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

36 railcars: ACFX 200659 and within the series SHPX 201098 – SHPX 201726 and SHPX 206948 – SHPX 207119 as more fully described in the schedule attached to the document.

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

Memorandum of Lease.

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,



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 owner or agent of the owner of all railcars covered by the Lease, or lessor 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 and RCF 2014, LLC, together with any subsequent assignees, herein, "Lessor") with respect to Agri-Fine, Inc., an Illinois corporation ("Lessee").

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 term "Lessor" (including any owners of the cars subject to the Lease) 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.





RCF 2014, LLC

By: American Railcar Leasing LLC, its managing member

By: Steven Unger  
Name: Steven Unger  
Title: CFO

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

On this 28<sup>th</sup> day of Sept, 2015, before me, personally appeared Steven Unger to me personally known, who being by me duly sworn, says that he resides at St. Louis and is the CFO 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 Nelsch  
Notary Public  
My commission expires on \_\_\_\_\_  
NANCY NETSCH  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for St. Charles County  
My Commission Expires: August 02, 2016  
Commission Number: 12499131

## SCHEDULE A

### EQUIPMENT

Agri-Fine, Inc.  
Master Service Contract No. 3-9088

ACFX	200659
SHPX	201098
SHPX	201101
SHPX	201102
SHPX	201105
SHPX	201109
SHPX	201110
SHPX	201114
SHPX	201115
SHPX	201116
SHPX	201117
SHPX	201121
SHPX	201122
SHPX	201285
SHPX	201331
SHPX	201333
SHPX	201337
SHPX	201358
SHPX	201662
SHPX	201669
SHPX	201670
SHPX	201678
SHPX	201685
SHPX	201688
SHPX	201693
SHPX	201695
SHPX	201697
SHPX	201726
SHPX	206948
SHPX	207096
SHPX	207100
SHPX	207103
SHPX	207104
SHPX	207109
SHPX	207112
SHPX	207119

**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 29, 2015 *Edward M Luria*  
Edward M. Luria