

RECORDATION NO 28700 FILED

JAN 22 '10

9-00 AM

SURFACE TRANSPORTATION BOARD

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OF COUNSEL
URBAN A. LESTER

January 22, 2010

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

Contract 3-7882 Rider 5

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 December 21, 2009, a primary document as defined in the Board's Rules for the Recordation of Documents.

The name and address of the party to the enclosed document are:

Lessor: American Railcar Leasing LLC
620 North Second Street
St. Charles, Missouri 63301

[Lessee: Marathon Petroleum Company LLC
539 South Main Street
Findlay, OH 45840]

Section Chief
January 22, 2010
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A description of the railroad equipment covered by the enclosed document is:

35 railcars within the series SHPX 209864 - SHPX 210434 as more particularly set forth in the attachment 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 \$41.00 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 'R. Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/sem
Enclosures

JAN 22 '10

9-00 AM

MEMORANDUM OF LEASE

SURFACE TRANSPORTATION BOARD

This Memorandum of Lease is prepared and filed by American Railcar Leasing LLC, a Delaware limited liability company, on behalf of (i) 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 the following affiliated lessors: ARI First LLC, ARI Second LLC, ARI Third LLC, ARL II Funding LLC and Shippers Third LLC, all with respect to **Marathon Petroleum Company LLC**, a Delaware Limited Liability Company ("Lessee").

American Railcar Leasing LLC (as assignor 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:

The Lessor is the owner of the cars and has leased the cars to the Lessee under this lease. 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, **excluding proceeds from Lessee subletting the cars (to the extent it is permitted to do so) during the term of the lease. The term "proceeds" does not include revenue from Lessee's own use 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.

2. It is further agreed that Section 4.04 of this Master Service Contract is hereby amended to read as follows:

THIS AGREEMENT AND ALL RIGHTS OF LESSEE (AND ANY PERSONS CLAIMING OR WHO MAY HEREAFTER CLAIM UNDER OR THROUGH LESSEE)

TO POSSESSION AND USE OF ANY CAR ARE HEREBY MADE SUBJECT AND SUBORDINATE TO ANY SECURITY AGREEMENTS, CHATTEL MORTGAGES, CONDITIONAL SALES AGREEMENTS, LEASE AGREEMENTS, EQUIPMENT TRUST AGREEMENTS AND OTHER SECURITY INSTRUMENTS HERETOFORE OR HEREAFTER CREATED BY LESSOR WITH RESPECT TO ANY CARS, AND MAY BE ASSIGNED BY LESSOR ALONG WITH ANY SECURITY INTERESTS IN ANY CAR HELD BY LESSOR WITHOUT NOTICE TO OR CONSENT REQUIRED OF LESSEE. NO ASSIGNMENT OR ANY SUCH SECURITY AGREEMENT SHALL MATERIALLY CHANGE THE OBLIGATIONS OF LESSEE UNDER THIS AGREEMENT. ANY SUBLEASE OF CARS MADE BY LESSEE AND OTHERWISE PERMITTED BY SECTION 3.05 SHALL CONTAIN LANGUAGE WHICH EXPRESSLY MAKES SUCH SUBLEASE SUBJECT TO THE SUBORDINATION CONTAINED HEREIN. AT LESSOR'S ELECTION, ANY CAR MAY BE MARKED TO INDICATE THE RIGHTS OF LESSOR, OR A TRUSTEE, MORTGAGEE, PLEDGEE, ASSIGNEE OR OTHER HOLDER OF A SECURITY INTEREST IN SUCH CAR, OR A LESSOR TO LESSOR.

LESSOR HEREBY WARRANTS TO LESSEE THAT AS LONG AS LESSEE CONTINUES TO MEET ALL OBLIGATIONS UNDER THIS AGREEMENT, LESSEE IS ENTITLED TO USE OF THE CARS PURSUANT TO THE TERMS OF THIS AGREEMENT AND THE APPLICABLE RIDER. IN NO EVENT, EITHER BY OPERATION OF LAW, LESSOR DEFAULT OR OTHERWISE, SHALL LESSEE ACQUIRE TITLE OR OWNERSHIP OR SIMILAR RIGHTS IN THE CARS.

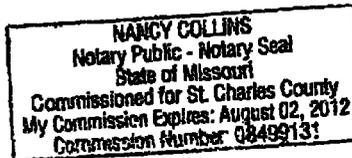
This Memorandum of Lease is prepared for registration purposes and is not intended to amend the terms and conditions of the Lease.

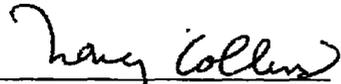
AMERICAN RAILCAR LEASING LLC

By: 
Name: Brian Evdo
Title: VP – Business Development

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

On this 21st day of Dec., 2009, before me, personally appeared Brian Evdo, to me personally known, who being by me duly sworn, says that he resides at St. Charles, Missouri and is the VP – Business Development 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.




Notary Public
My commission expires on 8/2/2012

Schedule A

Equipment

Marathon Petroleum Company LLC

Contract 3-7882 rider 5 *add 3/30/09*

<u>Quantity</u>	<u>Description</u>	<u>Reporting Marks</u>	<u>Road Numbers</u>
	Tank	SHPX	209864
	Tank	SHPX	209865
	Tank	SHPX	209866
	Tank	SHPX	209867
	Tank	SHPX	209868
	Tank	SHPX	209869
	Tank	SHPX	209870
	Tank	SHPX	209871
	Tank	SHPX	209872
	Tank	SHPX	209873
	Tank	SHPX	209874
	Tank	SHPX	209875
	Tank	SHPX	209876
	Tank	SHPX	209927
	Tank	SHPX	209931
	Tank	SHPX	209932
	Tank	SHPX	209933
	Tank	SHPX	209934
	Tank	SHPX	209935
	Tank	SHPX	209936
	Tank	SHPX	210420
	Tank	SHPX	210421
	Tank	SHPX	210422
	Tank	SHPX	210423
	Tank	SHPX	210424
	Tank	SHPX	210425
	Tank	SHPX	210426
	Tank	SHPX	210427
	Tank	SHPX	210428
	Tank	SHPX	210429
	Tank	SHPX	210430
	Tank	SHPX	210431
	Tank	SHPX	210432
	Tank	SHPX	210433

Schedule A

Equipment

Marathon Petroleum Company LLC

Contract 3-7882 rider 5

<u>Quantity</u>	<u>Description</u>	<u>Reporting Marks</u>	<u>Road Numbers</u>
35	Tank	SHPX	210434

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, 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: 1/22/2010



Robert W. Alvord