

JAN 22 '10

9-00 AM

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SURFACE TRANSPORTATION BOARD

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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 3

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
Page 2

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

16 railcars: SHPX 209210 - SHPX 209225.

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 'Robert W. Alvord', with a checkmark to the left of the name.

✓ 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.

Schedule A

Equipment

Marathon Petroleum Company LLC

Contract 3-7882 rider 3 *dtd 12/4/07*

<u>Quantity</u>	<u>Description</u>	<u>Reporting Marks</u>	<u>Road Numbers</u>
	Tank	SHPX	209210
	Tank	SHPX	209211
	Tank	SHPX	209212
	Tank	SHPX	209213
	Tank	SHPX	209214
	Tank	SHPX	209215
	Tank	SHPX	209216
	Tank	SHPX	209217
	Tank	SHPX	209218
	Tank	SHPX	209219
	Tank	SHPX	209220
	Tank	SHPX	209221
	Tank	SHPX	209222
	Tank	SHPX	209223
	Tank	SHPX	209224
	Tank	SHPX	209225

16

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