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SURFACE TRANSPORTATION BOARD

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March 4, 2010

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

Contract 4-6542 Rider 15

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 January 25, 2010, 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. Texas Petrochemicals LLC
8600 Park Place Boulevard
Houston, TX 77017]

Section Chief
March 4, 2010
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A description of the railroad equipment covered by the enclosed document is:

36 railcars: SHPX 220822 - SHPX 220857.

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,



Robert W. Alvord

RWA/sem
Enclosures

MEMORANDUM OF LEASE

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 Texas Petrochemicals LLC, a Texas 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 Lessor is the true and sole 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 successors and assignees) in the cars hereunder, Lessee acknowledges that it has no interest in the cars beyond the leasehold rights set forth in this Lease, and shall not acquire any further rights or interest in the cars by Lessee's use of the cars hereunder. Lessee shall take no action to encumber or to otherwise impair Lessor's full and complete sole ownership in the cars, nor will Lessee allow any encumbrance or ownership right to be asserted against Lessor's rights and interest in the cars. Lessee acknowledges that Lessor may, at its option, make any and all such filings with various governmental authorities as Lessor deems necessary to place any third parties on notice of Lessor's ownership interests in the cars and rights under this Lease, and Lessee shall cooperate with all reasonable requests of Lessor to protect Lessor's ownership interests. 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.

RECORDATION NO. 29074 FILED

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SURFACE TRANSPORTATION BOARD

Schedule A

Equipment

Texas Petrochemical LLC

Contract 4-6542 rider 15 *add 2/21/06*

<u>Quantity</u>	<u>Description</u>	<u>Reporting Marks</u>	<u>Road Numbers</u>
	Tank	SHPX	220822
	Tank	SHPX	220823
	Tank	SHPX	220824
	Tank	SHPX	220825
	Tank	SHPX	220826
	Tank	SHPX	220827
	Tank	SHPX	220828
	Tank	SHPX	220829
	Tank	SHPX	220830
	Tank	SHPX	220831
	Tank	SHPX	220832
	Tank	SHPX	220833
	Tank	SHPX	220834
	Tank	SHPX	220835
	Tank	SHPX	220836
	Tank	SHPX	220837
	Tank	SHPX	220838
	Tank	SHPX	220839
	Tank	SHPX	220840
	Tank	SHPX	220841
	Tank	SHPX	220842
	Tank	SHPX	220843
	Tank	SHPX	220844
	Tank	SHPX	220845
	Tank	SHPX	220846
	Tank	SHPX	220847
	Tank	SHPX	220848
	Tank	SHPX	220849
	Tank	SHPX	220850
	Tank	SHPX	220851
	Tank	SHPX	220852
	Tank	SHPX	220853
	Tank	SHPX	220854
	Tank	SHPX	220855

Schedule A

Equipment

Texas Petrochemical LLC

Contract 4-6542 rder 15

<u>Quantity</u>	<u>Description</u>	<u>Reporting Marks</u>	<u>Road Numbers</u>
	Tank	SHPX	220856
	Tank	SHPX	220857
36			

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

3/14/10



Robert W Alvord