

RECORDATION NO. 29101 FILED

MAR 04 '10 -1 00 PM

**SURFACE TRANSPORTATION BOARD**

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

20036

(202) 393-2266

FAX (202) 393-2156

E-MAIL [alvordlaw@aol.com](mailto:alvordlaw@aol.com)

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A LESTER

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 33

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 (on behalf of  
ACF Industries 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  
Page 2

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

17 railcars within the series SHPX 221314 - SHPX 221331 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,



Robert W. Alvord

RWA/sem  
Enclosures

MAR 04 '10 -1 00 PM

## 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, ARI II Funding LLC and Shippers Third LLC, all with respect to Texas Petrochemicals LLC, a Texas Limited Liability Company ("Lessee").

ACF Industries 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.



**Schedule A**

**Equipment**

**Texas Petrochemical LLC**

Contract 4-6542 rider 33 dtd 6/8/04

<u>Quantity</u>	<u>Description</u>	<u>Reporting Marks</u>	<u>Road Numbers</u>
	Tank	SHPX	221314
	Tank	SHPX	221315
	Tank	SHPX	221316
	Tank	SHPX	221318
	Tank	SHPX	221319
	Tank	SHPX	221320
	Tank	SHPX	221321
	Tank	SHPX	221322
	Tank	SHPX	221323
	Tank	SHPX	221324
	Tank	SHPX	221325
	Tank	SHPX	221326
	Tank	SHPX	221327
	Tank	SHPX	221328
	Tank	SHPX	221329
	Tank	SHPX	221330
	Tank	SHPX	221331

17

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: 3/4/10



\_\_\_\_\_  
Robert W. Alvord