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January 29 , 2016

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

Dear Section Chief:

Enclosed for recording with the Surface Transportation Board are one original and one counterpart of the document described below to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code:

Memorandum of Security Agreement dated as of 1/15/16

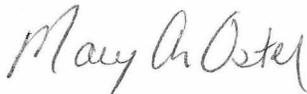
Secured Party: Wells Fargo Bank, National Association  
50 Ragsdale Drive, 1<sup>st</sup> Floor, Suite 100  
Monterey, CA 93940

Debtor: United Liquid Gas Company  
425 West Plumb Lane  
Reno, NV 89509

Equipment: 15, 33,690 gal. Tank Cars  
UPEX 1958-1972

Please record this agreement as a primary document. The filing fee of \$43 is enclosed.  
Thank you.

Sincerely,



Mary Ann Oster  
Research Consultant

**MEMORANDUM OF SECURITY AGREEMENT  
(UPEX)**

THIS MEMORANDUM OF SECURITY AGREEMENT made and entered into, and effective as of, January 15, 2016 (this "*Memorandum*") by and among UNITED LIQUID GAS COMPANY, a California corporation, as Debtor ("*Debtor*"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Bank ("*Bank*").

**WITNESSETH:**

The Debtor and Bank have entered into that certain Amended and Restated Credit Agreement (as amended, supplemented or modified, the "*Credit agreement*"), dated as of January 15, 2016, whereby the Bank has agreed to make loans to the Debtor on the terms and conditions set forth therein.

As security for all indebtedness and other obligations of Debtor to Bank, the Debtor has, pursuant to that certain Security Agreement for Railcar Collateral (as amended, supplemented or modified, the "*Security Agreement*"), dated as of January 15, 2016, granted to Bank a security interest of first priority in the railroad cars identified in Schedule A attached hereto (the "*Railroad Cars*") and all rights (but none of Debtor's obligations) in, to and under, including the right to enforce, any agreements related to the Railroad Cars, including any acquisition, maintenance, repair, operating, warranty, leasing, assignment or similar agreements as identified in the Security Agreement.

The undersigned acknowledge and agree that (i) this Memorandum of Security Agreement is not a complete summary of the Security Agreement nor a complete recitation of the terms and provisions thereof and (ii) in the event of a conflict between this Memorandum of Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall control.

This Memorandum of Security Agreement is being recorded with the Surface Transportation Board concurrently herewith pursuant to Section 11301 of Title 49 of the United States Code, for the purpose of giving record notice and evidence of the Security Agreement with respect to the Railroad Cars.

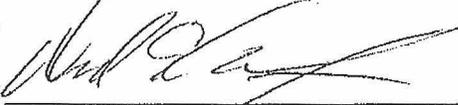
The parties hereto have caused this Memorandum to be executed by their officers thereunto duly authorized, as of the date first written.

For the purposes of facilitating the execution of this Memorandum, this Memorandum may be executed simultaneously in any number of counterparts, each of which counterparts shall be deemed to be an original, and all of which counterparts shall constitute but one and the same instrument.

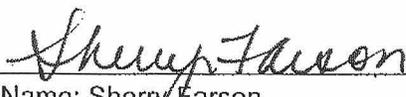
*(Remainder of page blank - Signatures follow on next page)*

IN WITNESS WHEREOF, the parties have each caused this Memorandum to be duly executed by their respective officers duly authorized as of the date hereof.

UNITED LIQUID GAS COMPANY, as Debtor

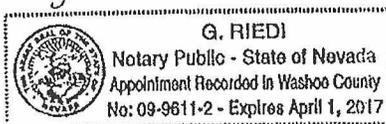
By:   
Name: David Humphreys  
Title: President

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Bank

By:   
Name: Sherry Farson  
Title: Vice President

(OBTAIN NOTARY ACKNOWLEDGEMENTS)

*On January 28, 2016, before me a notary David Humphreys  
has appeared and signed this document.*



*G. Riedi*

SCHEDULE A

Fifteen (15) TrinityRail railroad cars: 33,690 gallon nominal capacity, class 112J340W non-coiled and insulated tank cars with a gross rail load of 263,000 pounds.

<u>Car Mark</u>	<u>Type</u>	<u>Manufacturer</u>
UPEX 1958	Tank Car	TrinityRail
UPEX 1959	Tank Car	TrinityRail
UPEX 1960	Tank Car	TrinityRail
UPEX 1961	Tank Car	TrinityRail
UPEX 1962	Tank Car	TrinityRail
UPEX 1963	Tank Car	TrinityRail
UPEX 1964	Tank Car	TrinityRail
UPEX 1965	Tank Car	TrinityRail
UPEX 1966	Tank Car	TrinityRail
UPEX 1967	Tank Car	TrinityRail
UPEX 1968	Tank Car	TrinityRail
UPEX 1969	Tank Car	TrinityRail
UPEX 1970	Tank Car	TrinityRail
UPEX 1971	Tank Car	TrinityRail
UPEX 1972	Tank Car	TrinityRail

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

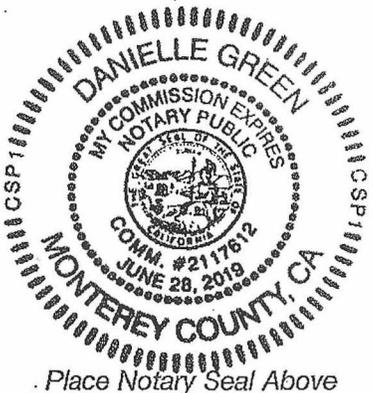
State of California )
County of Monterey )
On 28 January 2016 before me, Danielle Green Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Sherry Ferson
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Document Date:
Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)
Signer's Name:
[ ] Corporate Officer -- Title(s):
[ ] Partner -- [ ] Limited [ ] General
[ ] Individual [ ] Attorney in Fact
[ ] Trustee [ ] Guardian or Conservator
[ ] Other:
Signer Is Representing: