

ALVORD AND ALVORD PLLC  
ATTORNEYS AT LAW  
1050 SEVENTEENTH STREET, N.W.  
SUITE 301  
WASHINGTON, D.C.  
20036  
—  
PHONE: (202) 393-2266  
FAX: 1-855-600-2836  
E-MAIL: [alvord@alvordlaw.com](mailto:alvord@alvordlaw.com)  
WEBSITE: [www.alvordlaw.com](http://www.alvordlaw.com)

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)  
ROBERT W. ALVORD (2011)

March 24, 2016

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

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 Schedule No. 2, dated as of January 1, 2016, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Lessor:	Greenbrier Leasing Company One Centerpointe Drive, Suite 200 Lake Oswego, OR 97035
Lessee:	Windstar LPG, Inc. 20333 State Highway 249, Suite 200 Houston, TX 77070

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

25 tank railcars: GBRX 704000 – GBRX 704024.

A short summary of the document to appear in the index is:

Memorandum of Lease Schedule No. 2.

Section Chief  
March 24, 2016  
Page 2

Also enclosed is a check in the amount of \$43.00 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,



Edward M. Luria

EML/sem  
Enclosures

**MEMORANDUM OF LEASE**

**SCHEDULE NO. 2**

This is a Memorandum of Schedule No. 2 dated as of January 1, 2016 to a Lease Agreement dated as of January 1, 2016, by and between Greenbrier Leasing Company LLC, an Oregon limited liability company ("Lessor") and Windstar LPG, Inc., a Texas corporation ("Lessee").

WITNESSETH:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, twenty-five (25) 33,700 gallon capacity DOT 112J340W tank railcars, 263,000 lbs. GRL, bearing reporting marks and numbers GBRX 704000 through GBRX 704024, inclusive.
2. Schedule No. 2 to the Lease Agreement will be effective as of the date first set forth hereinabove and will remain in effect through the lease term provided in Schedule No. 2, as Schedule No. 2 may be amended from time to time.

IN WITNESS WHEREOF, each of Lessor and Lessee, pursuant to due authority, has caused this instrument to be signed by its authorized officer or other employee, and each of the undersigned declares under penalty of perjury that he or she holds the title indicated below, that the execution of this instrument was the free act of such person and the applicable entity, that the foregoing is true and correct and that this instrument is executed effective as of January 1, 2016.

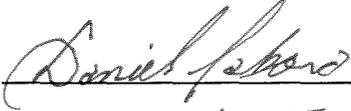
LESSOR:

LESSEE:

GREENBRIER LEASING COMPANY LLC

WINDSTAR LPG, INC.

BY: 

BY: 

NAME: JT SHARP

NAME: Daniel Tabora

TITLE: PRESIDENT

TITLE: Vice President

**CERTIFICATION**

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, 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: March 24, 2016

*Edward M. Luria*

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Edward M. Luria