

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 7, 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. 1, dated as of November 30, 2015, 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 LLC  
One Centerpointe Drive, Suite 200  
Lake Oswego, OR 97035

Lessee: Ascend Performance Materials Inc.  
1010 Travis Street, Suite 900  
Houston, TX 77002

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

20 tank railcars: GBRX 703200 – GBRX 703219.

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

Memorandum of Lease Schedule No. 1.

Section Chief  
March 7, 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,

A handwritten signature in blue ink, appearing to read "E. Luria", with a stylized flourish at the end.

Edward M. Luria

EML/sem  
Enclosures

**MEMORANDUM OF LEASE**

**SCHEDULE NO. 1**

This is a Memorandum of a Schedule No. 1 dated as of November 30, 2015 to a Lease Agreement made as of November 30, 2015 by and between Greenbrier Leasing Company LLC, an Oregon limited liability company ("Lessor"), and Ascend Performance Materials Inc. ("Lessee").

**WITNESSETH:**

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor twenty (20) newly built 30,100 gallon DOT 117A100W1 tank cars bearing reporting marks and numbers GBRX 703200 through 703219, inclusive.
2. Schedule No. 1 to the Lease Agreement will be effective as of the date first set forth hereinabove and will remain in effect through the lease term, as described in the Lease Agreement and Schedule No. 1, as each may be amended from time to time.

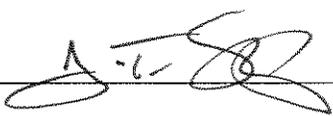
IN WITNESS WHEREOF, each party, pursuant to due authority, has caused this instrument to be signed by its authorized officer or other employee, and each of the undersigned declares under penalty of perjury that he or she holds the title indicated below, that the execution of this instrument was the free act of the entity, that the foregoing is true and correct and that this instrument was executed effective on the date first above written.

LESSOR:

LESSEE:

GREENBRIER LEASING COMPANY LLC

ASCEND PERFORMANCE MATERIALS  
INC.

BY: 

BY: \_\_\_\_\_

NAME: James T. Sharp

NAME: \_\_\_\_\_

TITLE: President

TITLE: \_\_\_\_\_

**MEMORANDUM OF LEASE**

**SCHEDULE NO. 1**

This is a Memorandum of Schedule No. 1 dated effective November 30, 2015 to a Lease Agreement made and entered into as of November 30, 2015 by and between Greenbrier Leasing Company LLC, an Oregon limited liability company, ("Lessor") and Ascend Performance Materials Inc., a("Lessee").

**WITNESSETH:**

1. Lessor has agreed to furnish to Lessee, and the Lessee has agreed to lease from Lessor twenty (20) newly built 30,100 gallon tank cars DOT 117\_\_\_\_\_ tank cars. The reporting marks and numbers for those Cars, will be GBRX 703200 through 703219, inclusive.
2. Schedule No. 1 to the Lease Agreement will be effective as of the date first set forth hereinabove and will remain in effect through the lease term, as described in the Lease Agreement and Schedule No. 1, as each may be amended from time to time.

IN WITNESS WHEREOF, each party, 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 the entity, that the foregoing is true and correct and that this instrument was executed effective on the date first above written.

LESSOR:

LESSEE:

GREENBRIER LEASING COMPANY LLC

ASCEND PERFORMANCE MATERIALS

BY: \_\_\_\_\_

BY: Cook J Wendt

NAME: \_\_\_\_\_

NAME: Cook J Wendt

TITLE: \_\_\_\_\_

TITLE: VP of CPD

**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 7, 2016

*Edward M. Luria*

\_\_\_\_\_  
Edward M. Luria