

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

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

December 30, 2014

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 Railcar Lease Agreement No. 1, dated as of December 29, 2014, 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: Suntrust Equipment Finance & Leasing Corp.
300 E. Joppa Road, Suite 700
Towson, MD 21286

Lessee: Crestwood Crude Services LLC
700 Louisiana Street, Suite 2550
Houston, TX 77002

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

11 tank railcars within the series CCSX 1127 – CCSX 1149 as more particularly set forth on the attachment to the document.

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

Railcar Lease Agreement No. 1.

Section Chief
December 30, 2014
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,



for

Edward M. Luria

EML/cem
Enclosures

SUNTRUST EQUIPMENT FINANCE & LEASING CORP.

RECORDATION NO. 31537

FILED DECEMBER 30, 2014 02:15 PM

RAILCAR LEASE AGREEMENT NO. 1
SURFACE TRANSPORTATION BOARD

THIS RAILCAR LEASE AGREEMENT NO. 1 (this "Lease") is made as of December 21, 2014, by and between SUNTRUST EQUIPMENT FINANCE & LEASING CORP., its present and future affiliates and their successors and assigns ("Lessor") and CRESTWOOD CRUDE SERVICES LLC, its successors and permitted assigns ("Lessee").

Lessee desires to lease from Lessor the railcars, equipment and other property (the "Equipment") described in each Railcar Schedule executed pursuant to this Lease (each, a "Schedule") incorporating by reference the terms and conditions of this Lease (the term "Lease" shall also include any Riders or Amendments to this Lease entered into with respect to either the Lease or any Schedule). Certain definitions and construction of certain terms used in this Lease are provided in Section 19.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Lease agree as follows:

1. **AGREEMENT TO LEASE; TERM.** This Lease is effective as of the date specified above. By entering into a Schedule, Lessor leases the Equipment described therein to Lessee, and Lessee leases such Equipment from Lessor, in each case, subject to the terms and conditions in this Lease and such Schedule and all of the other documents, agreements and guaranties executed in connection herewith (collectively, the "Lease Documents"). Each Schedule, incorporating the terms and conditions of this Lease, will constitute a separate instrument of lease. The term of lease with respect to each item of Equipment leased under a Schedule shall commence on the date that an Acceptance Certificate is executed for such item (each, an "Acceptance Certificate") and continue for the term provided in that Schedule.
2. **RENT.** Lessee shall pay Lessor (a) the rental installments ("Basic Rent") as and when specified in each Schedule, without demand, and (b) all of the other amounts payable in accordance with this Lease, such Schedule and/or any of the other Lease Documents (collectively, the "Rent"). Upon Lessee's execution of an Acceptance Certificate, the related Schedule shall constitute a non-cancelable net lease, and Lessee's obligation to pay Rent, and otherwise to perform its obligations under or with respect to such Schedule and all of the other Lease Documents, are and shall be absolute and unconditional and shall not be affected by any circumstances whatsoever, including any right of setoff, counterclaim, recoupment, deduction, defense or other right which Lessee may have against Lessor, the manufacturer, manufacturer's representative or vendor of the Equipment (the "Suppliers"), or anyone else, for any reason whatsoever (each, an "Abatement"). Lessee agrees that all Rent shall be paid, without the need for further demand, in accordance with Lessor's or Assignee's written direction which may from time to time be modified, amended or changed by Lessor or Lessor's Assignee. Time is of the essence. If any Rent is not paid on the due date as set forth in the respective Schedule or other written instructions received from the Lessor or Lessor's Assignee, Lessor may collect, and Lessee agrees to pay, interest (accruing at the "Late Charge Rate" specified in the related Schedule) with respect to the amount in arrears (the "Late Charge"). If any such payment is not accepted or returned ("Returned Item"), Lessee shall make the payment by mail, wire transfer or such other method directed by Lessor, together with a return fee for any such Returned Item, in the amount specified in each Schedule ("Returned Fee").
3. **REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF LESSEE.** Lessee represents, warrants and agrees that, as of the effective date of this Lease and of the Acceptance Certificate delivered with respect to each Schedule: (a) Lessee has the form of business organization indicated, and is and will remain duly organized and existing in good standing under the laws of the state specified under Lessee's signature and is duly qualified to do business in such state and in each other jurisdiction in which the failure to be qualified would have a Material Adverse Effect on Lessee. Lessee's legal name is as shown in the preamble of this Lease; and Lessee's Federal Employer Identification Number, and organizational number are all as respectively set forth under Lessee's signature. Within the previous six (6) years, Lessee has not changed its name, done business under any other name, or merged or been the surviving entity of any merger, except as disclosed to Lessor in writing. (b) The Lease Documents (i) have been duly authorized by all necessary action consistent with Lessee's form of organization, (ii) do not require the approval of, or giving notice to, any governmental authority, (iii) do not contravene or constitute a default under any applicable law, Lessee's organizational documents, or any agreement, indenture, or other instrument to which Lessee is a party or by which it may be bound, and (iv) constitute legal, valid and binding obligations of Lessee enforceable against Lessee, in accordance with the terms thereof. (c) There are no pending actions or proceedings to which Lessee is a party, and there are no other pending or threatened actions or proceedings of which Lessee has knowledge, before any court, arbitrator or administrative agency, which, either individually or in the aggregate, would have a Material Adverse Effect. As used herein, "Material Adverse Effect" shall mean (i) a materially adverse effect on the business, condition (financial or otherwise), operations, performance or properties of Lessee, or (ii) a material impairment of the ability of Lessee to perform its obligations under or remain in compliance with such Schedule or any of the other Lease Documents. Further, Lessee is not in default under any financial or other material agreement that, either individually, or in the aggregate, would have the same such effect. (d) All of the Equipment covered by such Schedule is and will continue to be located solely in the jurisdiction(s) specified in such Schedule. (e) The description of the Equipment on each Schedule, including with respect to the reporting marks and numbers on such Equipment, is true and accurate and the Lessee owns and controls the reporting marks on the Equipment. Lessee will maintain ownership and control over the reporting marks on the Equipment during the Base Term and any Renewal Term. (f) With respect to any Collateral, Lessee has good title to, rights in, and/or power to transfer all of the same. (g) The financial statements of Guarantor (copies of which have been furnished to Lessor) have been prepared in accordance with generally accepted accounting principles consistently applied ("GAAP"), and fairly present Guarantor's

financial condition and the results of its operations as of the date of and for the period covered by such statements, and since the date of such statements there has been no material adverse change in such conditions or operations.

4. FURTHER ASSURANCES AND OTHER COVENANTS. Lessee agrees as follows: (a) Lessee will furnish, at Lessee's sole cost, Lessor with (i) Guarantor's balance sheet, consolidated statements of income, statements of cash flows, to the extent applicable statutory statements and statements of equity together with all notes to consolidated financial statements (in addition to the balance sheet), prepared in accordance with GAAP, certified by a recognized firm of certified public accountants, within one hundred twenty (120) days of the close of each fiscal year of Guarantor, (ii) Guarantor's quarterly financial report certified by the chief financial officer of Guarantor, within sixty (60) days of the close of each fiscal quarter of Guarantor, and (iii) all of Guarantor's Forms 10-K and 10-Q, if any, filed with the Securities and Exchange Commission ("SEC") within thirty (30) days after the date on which they are filed (by furnishing these SEC forms, or making them publicly available in electronic form, Lessee shall be deemed to have satisfied the requirements of clauses (i), (ii) and (iii)).

(b) Lessee shall obtain and deliver to Lessor and/or promptly execute or otherwise authenticate any documents, filings, waivers (including any landlord and mortgagee waivers), releases and other records, and will take such further action as Lessor may reasonably request in furtherance of Lessor's rights under any of the Lease Documents. Lessee irrevocably authorizes Lessor to file UCC financing statements ("UCCs"), and other filings with respect to the Equipment or any Collateral, including each Schedule and this Lease, or a memorandum thereof with the Surface Transportation Board, without any additional written authorization from Lessee. Lessee agrees not to file any corrective or termination statements or partial releases with respect to any UCCs, or other filings, filed by Lessor pursuant to this Lease, unless permitted under Section 9-509(d)(2) of the UCC.

(c) Lessee shall provide written notice to Lessor: (i) thirty (30) days prior to any change in Lessee's name or jurisdiction or form of organization; (ii) promptly upon the occurrence of any Event of Default (as defined in **Section 15**) or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default (a "Default"); and (iii) promptly upon Lessee becoming aware of any alleged-material violation of applicable law relating to the Equipment or this Lease.

(d) Lessee will cause the Equipment to be kept numbered with the reporting marks and numbers set forth on the Schedule with respect to such Equipment. Lessee shall not change, or permit to be changed, the reporting mark or number of any item of Equipment except with the prior written consent of Lessor, and, in each case, in accordance with a statement of new reporting mark and number to be substituted therefor (which new mark and number shall be owned and controlled by Lessee) and which statement shall be filed, recorded or deposited in all public offices where the Schedule with respect to such Equipment or a memorandum thereof shall have been filed, recorded or deposited. Lessee shall forthwith furnish to the Lessor an opinion of special Surface Transportation counsel in form and substance reasonably satisfactory to Lessor to the effect that such statement has been so filed, recorded and deposited. Except as above provided, Lessee will not allow the reporting marks and numbers on the Equipment to be changed.

5. CONDITIONS PRECEDENT. Lessor's agreement to purchase and lease any Equipment under a Schedule, is conditioned upon Lessor's determination that all of the following have been satisfied: (a) Lessor having received the following, in form and substance reasonably satisfactory to Lessor: (i) evidence as to due compliance with the insurance provisions of **Section 11**; (ii) if requested, lien searches in the jurisdiction of Lessee's organization, with the Surface Transportation Board and wherever else Lessor deems appropriate; (iii) UCCs, and all other filings required by Lessor, including filings with the Surface Transportation Board; (iv) a certificate of an appropriate officer of Lessee certifying: (A) due authorization of the transactions contemplated in the applicable Lease Documents, (B) the incumbency and signature of the officers of Lessee authorized to execute such documents; and (C) if requested by Lessor, the accuracy and completeness of the attached copies of Lessee's organizational documents; (v) (Intentionally Omitted); (vi) the only manually executed original of the Schedule and the Acceptance Certificate, and counterpart originals of all other Lease Documents; (vii) all purchase documents pertaining to the Equipment (collectively, the "Supply Contract") and, if requested by Lessor and assignment of such Supply Contract to Lessor reasonably acceptable to Lessor; (viii) if requested by Lessor, good standing certificates from the jurisdiction of Lessee's organization, and evidence of Lessee's organizational number; and (ix) such other documents, agreements, instruments, certificates, opinions, and assurances, as Lessor reasonably may require.

(b) All representations and warranties provided by Lessee in favor of Lessor in any of the Lease Documents shall be true and correct on the effective date of the related Acceptance Certificate (Lessee's execution and delivery of the Acceptance Certificate shall constitute Lessee's acknowledgment of the same).

(c) There shall be no Default or Event of Default under the Schedule or any other Lease Documents. The Equipment shall have been delivered to and accepted by Lessee, as evidenced by the Acceptance Certificate, and shall be in the condition and repair required hereby; and on the effective date of such Acceptance Certificate Lessor shall have received good title to the Equipment described therein, free and clear of any claims, liens, attachments, rights of others and legal processes ("Liens").

6. ACCEPTANCE UNDER LEASE. Lessor hereby appoints Lessee as Lessor's agent for the sole purpose of accepting delivery of the Equipment from the Supplier. Upon delivery, Lessee shall inspect and, if conforming to the condition required by the applicable Supply Contract, accept the Equipment and execute and deliver to Lessor an Acceptance Certificate describing such Equipment. The Acceptance Certificate will evidence Lessee's unconditional and irrevocable acceptance under the Schedule of the Equipment described therein. However, if Lessee fails to accept delivery of any item of the Equipment, or accepts such Equipment but fails to satisfy any or all of the other conditions set forth in **Section 5**, Lessor shall have no obligation to purchase or lease such Equipment. In such event, Lessor's rights shall include, among other things, the right to demand that Lessee (a) fully assume all obligations as purchaser of the Equipment, with the effect of causing Lessor to be released from any liability relating thereto,

(b) immediately remit to Lessor an amount sufficient to reimburse it for all advance payments, costs, taxes or other charges paid or incurred with respect to the Equipment (including any of such amounts paid by Lessor to Supplier under the Supply Contract or as a reimbursement to Lessee), together with interest at the Late Charge Rate accruing from the date or dates such amounts were paid by Lessor until indefeasibly repaid by Lessee in full, and

(c) take all other actions necessary to accomplish such assumption.

7. USE AND MAINTENANCE. (a) Lessee shall (i) use the Equipment solely in the continental United States (provided, however, that Lessee may use the Equipment on an occasional basis and temporarily in Canada and Mexico so long as such use does not cause the Equipment to be deemed to constitute property "used predominantly outside the United States" within the meaning of Section 168(g)(1)(A) of the Internal Revenue Code of 1986, as amended) and in the conduct of its business, for the purpose for which the Equipment was designed, in a careful and proper manner, and shall

not permit any item of Equipment to be loaded with any commodity or Hazardous Substance not specified on the Schedule of such Equipment or permanently discontinue use of the Equipment; (ii) operate, maintain, service and repair the Equipment, and maintain all records and other materials relating thereto, (A) in accordance and consistent in all material respects with (1) the Supplier's recommendations and all maintenance and operating manuals or service agreements, whenever furnished or entered into, including any subsequent amendments or replacements thereof, issued by the Supplier or service provider, (2) the requirements of all applicable insurance policies, (3) the Supply Contract, so as to preserve all of Lessee's and Lessor's rights thereunder, including all rights to any warranties, indemnities or other rights or remedies, (4) all applicable laws, including (x) applicable laws required to be complied with for the Equipment to qualify for continued operation in interchange service for carrying the commodity specified on the Schedule and (y) all applicable laws that apply to the maintenance and use of the Equipment regardless if such applicable laws are nominally imposed on the owner of the Equipment, and (5) the prudent practice of other similar companies in the same business as Lessee, but in any event, to no lesser standard than that employed by Lessee for comparable equipment owned or leased by it; and (B) without limiting the foregoing, so as to cause the Equipment to be in good repair and operating condition and in at least the same condition as when delivered to Lessee hereunder, except for ordinary wear and tear resulting despite Lessee's full compliance with the terms hereof; and (iii) make such modifications, alterations or additions to the Equipment as may be required from time to time to meet the requirements of applicable law for the Equipment to qualify for continued operation in interchange service for carrying the commodity specified on the Schedule. Lessee shall not discriminate in the performance of maintenance with respect to the Equipment in favor of other similar equipment owned or leased by the Lessee.

(b) Within a reasonable time, Lessee will replace any parts of the Equipment which become worn out, lost, destroyed, damaged beyond repair or otherwise unfit for use, by new or reconditioned replacement parts which are free and clear of all Liens and have a value, utility and remaining useful life at least equal to the parts replaced (assuming that they were in the condition required by this Lease). Any modification, alteration or addition to the Equipment that is required by this Lease shall be made by Lessee at Lessee's expense and in compliance with applicable law. Title to all such parts, modifications, alterations and additions to the Equipment shall immediately vest in Lessor, without any further action by Lessor or any other person, and they shall be deemed incorporated in the Equipment for all purposes of the related Schedule. Unless replaced in accordance with this Section, Lessee shall not remove any parts originally installed with the Equipment or from time to time attached to the Equipment, if such parts are essential to the operation of the Equipment, are required by any other provision of this Lease, or cannot be detached from the Equipment without materially interfering with the operation of the Equipment or adversely affecting the value, utility and remaining useful life which the Equipment would have had with or without the addition of such parts. Except as permitted in this Section, Lessee shall not make any material modifications, alterations or additions to the Equipment without the prior written consent of Lessor.

(c) Upon reasonable notice, Lessee shall afford Lessor and/or its designated representatives access to the Equipment for the purpose of inspecting such Equipment and all applicable maintenance or other records relating thereto at any reasonable time during normal business hours, including UMLER records; provided, however, if a Default or Event of Default shall have occurred and then be continuing, no notice of any inspection by Lessor shall be required.

8. DISCLAIMER; QUIET ENJOYMENT. THE EQUIPMENT IS LEASED HEREUNDER "AS IS, WHERE IS". LESSOR SHALL NOT BE DEEMED TO HAVE MADE, AND HEREBY DISCLAIMS, ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE EQUIPMENT, INCLUDING ANY PART, OR ANY MATTER WHATSOEVER, INCLUDING, AS TO EACH ITEM OF EQUIPMENT, ITS DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE, ABSENCE OF ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT OR LATENT DEFECT (WHETHER OR NOT DISCOVERABLE BY LESSEE), COMPLIANCE OF SUCH ITEM WITH ANY APPLICABLE LAW, CONFORMITY OF SUCH ITEM TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE DOCUMENT OR TO THE DESCRIPTION SET FORTH IN THE RELATED SCHEDULE OR ANY OF THE OTHER LEASE DOCUMENTS, OR ANY INTERFERENCE OR INFRINGEMENT, (EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, OR ARISING FROM ANY COURSE OF DEALING OR USAGE OF TRADE, NOR SHALL LESSOR BE LIABLE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR STRICT OR ABSOLUTE LIABILITY IN TORT; AND LESSEE HEREBY WAIVES ANY CLAIMS ARISING OUT OF ANY OF THE FOREGOING. Without limiting the foregoing, Lessor will not be responsible to Lessee or any other person with respect to, and Lessee agrees to bear sole responsibility for, any risk or other matter that is the subject of Lessor's disclaimer; and Lessor's agreement to enter into this Lease and any Schedule is in reliance upon the freedom from and complete negation of liability or responsibility for the matters so waived or disclaimed herein or covered by the indemnity in this Lease. So long as no Event of Default has occurred, Lessee may exercise Lessor's rights, if any, under any warranty of Supplier with respect to the Equipment. Lessee's exercise of such rights shall be at its sole risk and shall not result in any prejudice to Lessor. Lessee shall not attempt to enforce any such warranty by legal proceeding without Lessor's prior written approval. Lessor warrants that during the term of each Schedule, so long as no Event of Default has occurred, Lessee's possession and use of the Equipment leased thereunder shall not be interfered with by Lessor or anyone rightfully claiming an interest through Lessor. THE PRECEDING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES BY LESSOR, WHETHER WRITTEN, ORAL OR IMPLIED, WITH RESPECT TO THIS LEASE OR THE EQUIPMENT. ANY ACTUAL OR PURPORTED BREACH OF THIS WARRANTY SHALL NOT GIVE RISE TO ANY ABATEMENT, BUT LESSEE MAY BRING A DIRECT CAUSE OF ACTION AGAINST LESSOR FOR ANY ACTUAL DAMAGES DIRECTLY RESULTING FROM ANY SUCH BREACH.

9. FEES AND TAXES. Lessee agrees : (a) (i) unless not permitted by law, Lessee shall file directly with all appropriate taxing authorities all declarations, returns, inventories and other documentation with respect to any personal property taxes (or any other taxes in the nature of or imposed in lieu of property taxes) due or to become due with respect to the Equipment or this Lease; and (ii) if not so permitted by law, to promptly notify Lessor and provide it with all information required in order for Lessor to timely file all such declarations, returns, inventories, or other documentation, and (iii) to pay on or before the date when due all such taxes assessed, billed or otherwise payable with respect to the Equipment directly to the appropriate taxing authorities,

(b) (i) to pay when due and to defend and (ii) indemnify Lessor, on a net after-tax basis, against liability for all license and/or registration fees, assessments, and sales, use, property, excise, privilege, value added and other taxes or other charges or fees now or hereafter imposed by any governmental body or agency upon the Equipment or with respect to manufacturing, ordering, shipment, purchase, ownership, delivery, installation, leasing, operation, possession, use, return, or other disposition thereof or the rentals hereunder (other than taxes on or measured solely by the net income of Lessor). Lessor agrees to cooperate fully with Lessee in any such contest challenge or appeal, and Lessee agrees to promptly indemnify Lessor for all reasonable expenses incurred by Lessor in the course of such cooperation,

(c) to indemnify Lessor on a net after-tax basis against any penalties, charges, interest or costs imposed with respect to any items referred to in (a) and (b) above (the items referred to in (a), (b), and (c) above being referred to herein as "Impositions"). Any Impositions which are not paid when due and which are paid by Lessor shall, at Lessor's option, become immediately due from Lessee to Lessor. If Lessee fails to pay any such charges when due, except any imposition being contested in good faith by appropriate proceedings, Lessor may, at its option, make such payment, in which event the amount so paid (including any penalty or interest incurred as a result of Lessee's failure), plus interest thereon at the Late Charge Rate, shall be paid by Lessee to Lessor with the next periodic payment of Rent. In addition, Lessee shall pay, indemnify Lessor for, and hold Lessor harmless on a net after-tax basis from and against, any Imposition on or measured by the net income of Lessor imposed against Lessor by any local or foreign government or other local or foreign taxing authority if and to the extent that Lessor would not have incurred such Imposition but for the operation or presence of the Equipment within the jurisdiction imposing it. Lessee's obligations under this Section shall survive any expiration, cancellation or other termination of this Lease, and

(d) As used herein, the term "Lessor" shall mean and include Lessor and the consolidated federal taxpayer group and any applicable consolidated, unitary or combined state or local tax payer group of which Lessor is a member.

10. TITLE; GRANTING CLAUSE. (a) Lessee and Lessor intend that (i) each Schedule, incorporating by reference the terms of this Lease, constitutes a true "lease" and a "finance lease" as such terms are defined in Article 2A and not a sale or retention of a security interest; and (ii) Lessor is and shall remain the owner of each item of Equipment (unless sold by Lessor pursuant to any Lease Document), and Lessee shall not acquire any right, title or interest in or to such Equipment except the right to use it in accordance with the terms of the related Schedule; as such, throughout the term of this Lease, Lessee agrees to report the transaction as a lease for federal income tax purpose.

(b) In order to secure the prompt payment of the Rent and all of the other amounts from time to time outstanding with respect hereto and to each Schedule, and the performance and observance by Lessee of all of the provisions hereof and thereof and of all of the other Lease Documents, Lessee hereby collaterally assigns, grants, and conveys to Lessor, a security interest in and lien on all of Lessee's right, title and interest in and to all of the following (whether now existing or hereafter created, and including any other collateral described on any Rider hereto; the "Collateral"): (i) (if contrary to the parties' intentions a court determines that such Schedule is not a true "lease" under the UCC) the Equipment described in such Schedule or otherwise covered thereby (including all inventory, fixtures or other property comprising the Equipment), together with all related software (embedded therein or otherwise) and general intangibles, all additions, attachments, accessories and accessions thereto whether or not furnished by the Supplier; (ii) all subleases, chattel paper, accounts (from the sale or other disposition of the Equipment), security deposits, and general intangibles relating thereto, and any and all substitutions, replacements or exchanges for any such item of Equipment or other collateral, in each such case in which Lessee shall from time to time acquire an interest; and (iii) any and all insurance and/or other proceeds of the property and other collateral in and against which a security interest is granted hereunder. The collateral assignment, security interest and lien granted herein shall survive the termination, cancellation or expiration of each Schedule until such time as Lessee's obligations thereunder and under the other Lease Documents are fully and indefeasibly discharged.

(c) If contrary to the parties' intentions a court determines that any Schedule is not a true "lease", the parties agree that in such event Lessee agrees that: (i) with respect to the Equipment, in addition to all of the other rights and remedies available to Lessor hereunder upon the occurrence of an Event of Default, Lessor shall have all of the rights and remedies of a first priority secured party under the UCC; and (ii) any obligation to pay Basic Rent or any Other Payment, to the extent constituting the payment of interest, shall be at an interest rate that is equal to the lesser of the maximum lawful rate permitted by applicable law or the effective interest rate used by Lessor in calculating such amounts.

11. INSURANCE. At all times upon acceptance of the Equipment under a Schedule, until the Equipment is returned to, and received and accepted by Lessor in accordance with this Lease, Lessee shall maintain all-risk insurance coverage with respect to the Equipment insuring against, among other things: (a) casualty to the Equipment including but not limited to, loss or damage due to fire, malicious mischief and vandalism, and other risks normally included in extended property coverage, on an agreed-value basis for not less than the greater of (i) the then Stipulated Loss Value (as determined pursuant to **Section 12**) or (ii) the full replacement value of the Equipment; and (b) commercial liability, either alleged or actual, direct or vicarious, arising out of or in connection with the use, possession, or ownership of the Equipment, including, but not limited to, bodily injury, property damage and environmental liability (including with respect to hazardous material transportation and pollution coverage) with a combined single limit per occurrence of not less than the amount specified in the Schedule for such Equipment. All insurance policies providing the insurance required herein shall be in form and amount reasonably satisfactory to Lessor, and (i) be written by insurers with a minimum Financial Strength Rating by A.M. Best of "A-" and a Financial Size Category of "IX", (ii) be endorsed to name Lessor as an additional insured for liability coverage and primary loss payee for property coverage (but without responsibility for premiums), (iii) provide that any amount payable under the required property coverage shall be paid directly to Lessor as loss payee, (iv) provide for thirty (30) days' written notice by such insurer of cancellation or non-renewal, (v) include a severability of interest clause for the benefit of Lessor, (vi) waive any right of subrogation against Lessor, and (vii) be primary with respect to any insurance maintained by Lessor and shall be without right of contribution from any other insurance. All insurance proceeds payable under the requisite policies shall be payable in U.S. Dollars, with deductibles in an aggregate amount not greater than the amounts set forth in the applicable Schedule. Lessee shall cause to be provided to Lessor, not less than the scheduled expiration or lapse of such insurance coverage, evidence satisfactory to Lessor of renewal or replacement coverage. During the occurrence and continuation of an Event of Default, Lessee agrees that it shall obtain and maintain such other insurance coverages, or cause adjustments to be made to the scope, amount or other aspects of the existing coverages, promptly upon Lessor's request, as and when Lessor, in its sole discretion, deems such additional coverages or modifications to be appropriate. The proceeds of such insurance payable as a result of loss of or damage to the Equipment shall be applied as required by the provisions of Section 12 hereof. At all times during which insurance coverage is required under this Section or applicable Schedule, Lessee shall provide to Lessor a valid Certificate of Insurance which describes the Equipment insured, clearly evidences the insurance coverage and policy limits required either by this Section and / or the applicable Schedule.

12. LOSS AND DAMAGE. (a) At all times until the Equipment is returned to and accepted by Lessor in accordance with this Lease, Lessee shall bear the risk of loss, theft, confiscation, taking, unavailability, damage or partial destruction of the Equipment and shall not be released from its obligations under any Schedule or other Lease Document in any such event. (b) Lessee shall provide prompt written notice to Lessor of any Total Loss or any material damage to the Equipment. Any such notice must be provided together with any damage reports provided to any governmental authority, the insurer or Supplier, and any documents pertaining to the repair of such damage, including copies of work orders, and all invoices for related charges.

(c) Without limiting any other provision hereof, Lessee shall repair all damage to any item of Equipment from any and all causes, other than a Total Loss, so as to cause it to be in the condition and repair required by this Lease.

(d) A "Total Loss" shall be deemed to have occurred to an item of Equipment upon: (i) the actual or constructive total loss of any item of the Equipment, (ii) the loss, disappearance, theft or destruction of any item of the Equipment, or damage to any item of the Equipment that is uneconomical to repair or renders it unfit for normal use, or (iii) the condemnation, confiscation, requisition, seizure, forfeiture or other taking of title to or use of any item of the Equipment or the imposition of any Lien thereon by any governmental authority.

(e) On the next rent payment date following a Total Loss (a "Loss Payment Date"), Lessee shall pay to Lessor the Basic Rent due on that date plus the Stipulated Loss Value of the item or items of the Equipment with respect to which the Total Loss has occurred (the "Lost Equipment"), together with any Other Payments due hereunder with respect to the Lost Equipment. Upon making such payment, (i) Lessee's obligation to pay future Basic Rent shall terminate solely with respect to the items of Lost Equipment so paid for, but Lessee shall remain liable for, and pay as and when due, all Other Payments, and (ii) Lessor shall convey to Lessee all of Lessor's right, title and interest in the Lost Equipment, "AS IS WHERE IS", without any representation or warranty whatsoever other than the Lost Equipment is free and clear of Lessor's Liens, but subject to the requirements of any third party insurance carrier in order to settle an insurance claim. As used in this Lease, "Stipulated Loss Value" shall mean the product of the Total Invoice Cost of the Lost Equipment, times the percentage factor applicable to the Loss Payment Date, as set forth on the schedule of Stipulated Loss Values attached to such Schedule. After the final rent payment date of the original term or any renewal term of a Schedule, the Stipulated Loss Value shall be determined as of the last rent payment date during the applicable term of such Schedule, and the applicable percentage factor shall be the last percentage factor set forth on the schedule of Stipulated Loss Values attached to such Schedule.

(f) Lessor shall be under no duty to Lessee to pursue any claim against any person in connection with a Total Loss or other loss or damage.

(g) If Lessor receives a payment under an insurance policy required under this Lease in connection with any Total Loss or other loss of or damage to an item of Equipment, and such payment is both unconditional and indefeasible, then provided Lessee shall have complied with the applicable provisions of this Section, Lessor shall either (i) if received pursuant to a Total Loss, remit such proceeds to Lessee up to an amount equal to the amount paid by Lessee to Lessor as the Stipulated Loss Value, or credit such proceeds against any amounts owed by Lessee pursuant to Section 12(e), or (ii) if received with respect to repairs made pursuant to Section 12(c), remit such proceeds to Lessee up to an amount equal to the amount of the costs of repair actually incurred by Lessee, as established to Lessor's satisfaction. Any excess insurance proceeds shall be returned to Lessee, so long as no Default has occurred and is continuing.

13. **REDELIVERY.** With respect to each Schedule, unless otherwise provided in this Lease or such Schedule, Lessee agrees that (a) it shall provide Lessor with written notice of the scheduled expiration of the then existing term of lease with respect to such Schedule, and Lessee's assurance that the Equipment leased thereunder shall be redelivered to Lessor in accordance with the provisions of this Lease (including any Rider) (the "Return Notice");

(b) such Return Notice shall be delivered to Lessor at least one hundred eighty (180) days, but no more than three hundred sixty (360) days, prior to such expiration date; and

(c) if Lessee fails to deliver such Return Notice to Lessor, at Lessor's sole option, as evidenced by Lessor's written acknowledgment thereof, Lessee shall be deemed to have renewed such Schedule for a term of six (6) months commencing on the day next succeeding such expiration date, with rentals payable in the same amount and manner as is in the Basic Rent payable during the then expiring term; provided, however that Lessor may elect to terminate such extension at any time upon ten (10) days written notice to Lessee. During such extension period, the terms and conditions of this Lease (including, without limitation, the provisions of this Section) and the related Schedule shall continue to be applicable. Solely for purposes of this Section 13, any such extension shall be deemed a renewal of the term of such Schedule.

(d) Upon the expiration or earlier cancellation or termination of any Schedule, Lessee shall return the Equipment to Lessor, (i) in the same condition as when delivered to Lessee under the related Schedule, ordinary wear and tear resulting from proper use excepted, provided however if any item of Equipment or part thereof shall be unduly and materially damaged, destroyed or depreciated in value or condition due to the corrosive or other damaging effect of any commodity or substance carried by or on the Equipment (whether or not such damage was foreseeable), no such damage, destruction, depreciation in value or condition shall be considered ordinary wear and tear, (ii) clean and free of corrosion and residue with all fluids and gasses removed from the tanks, (iii) with no damaged, bent or unsecured frame members, cross-members, top or bottom rails, nose rails or headers and all appurtenances complete and in working order, (iv) lined or coated pursuant to the Supplier's recommendations, applicable law and standard industry practice for the commodity last carried and in such operating condition as is capable of performing its originally intended use, (v) having been used, operated, maintained, modified, altered, serviced and repaired in accordance and in compliance with Section 7 hereof, including with such modifications, alterations or additions as may be required under applicable law in order for the Equipment to qualify for continued operation in interchange service for carrying the commodity specified on the Schedule, (vi) free and clear of all Liens whatsoever other than Lessor's Liens, and (vii) to such place(s) within the continental United States as Lessor shall specify.

(e) Lessee shall also deliver all related records and other data to Lessor, including all records of maintenance, modifications, additions and major repairs, computerized maintenance history, and any maintenance and repair manuals (collectively, the "Records"). All manuals or other documents delivered to Lessor that are subject to periodic revision will be fully up-to-date and current to the latest revision standard of any particular manual or document. In the event any such Records are missing or incomplete, Lessor shall have the right to cause the same to be reconstructed at Lessee's expense.

(f) In addition to Lessor's other rights and remedies hereunder, if the Equipment and the related Records are not returned in a timely fashion, or if repairs are necessary to place any item of Equipment in the condition required in this Section, Lessee shall (i) continue to pay to Lessor per diem rent at the last prevailing lease rate under the applicable Schedule with respect to such item of Equipment, for the period of delay in redelivery, or for the period of time reasonably necessary to accomplish such repairs, and (ii) pay to Lessor an amount equal to the aggregate cost of any such repairs. Lessor's acceptance of such rent on account of such delay or repair does not constitute an extension or renewal of the term of the related Schedule or a waiver of Lessor's right to prompt return of the Equipment in proper condition. Such amount shall be payable upon the earlier of Lessor's demand or the return of the Equipment in accordance with this Lease.

(g) Not more than forty-five (45) days prior to the expiration of any Schedule unless Lessee purchases the Equipment at the expiration of such Schedule in accordance with the terms of such Schedule, upon the written request of Lessor, Lessee shall certify to Lessor that all of the Equipment is in the condition required by this Lease, or indicate what maintenance or repair is needed to bring the Equipment, or any item, to the specified condition. Upon Lessor's request, Lessee shall confirm to Lessor the location of the Equipment and shall, at any reasonable time and from time to time, upon reasonable prior written notice to

Lessee, make the Equipment and/or the Records available to Lessor for inspection. Lessee shall reimburse Lessor for the cost of such inspection within ten (10) days of demand. If the results of such inspection indicate that any item of Equipment has not been maintained or returned in accordance with the provisions of this Lease, in addition to all other Rent due under the Lease, Lessee shall pay to Lessor within ten (10) days of demand, as liquidated damages, the estimated cost of servicing or repairing any such non-complying item. Such amount shall be determined by Lessor's obtaining two quotes for such service or repair work and taking their average. Lessee shall bear the cost, if any, incurred by Lessor in obtaining such quotes.

(h) Upon the expiration or earlier cancellation or termination of any Schedule unless Lessee purchases the Equipment at the expiration of such Schedule in accordance with the terms of such Schedule, upon written request of Lessor, Lessee shall store or arrange for the storage of the Equipment, free of charge, except as provided below, at a location mutually agreed between Lessor and Lessee (taking into account, among other things, storage capacity, security and access) for a period (the "Storage Period") beginning on the date of expiration or early cancellation or termination and ending not more than one hundred eighty (180) days thereafter. Any storage provided by Lessee pursuant to this paragraph shall, in all cases, be at an accessible location and at the cost to Lessee, including for insurance and of out-of-pocket costs incurred in connection with providing any services during the Storage Period, and shall be at the risk of Lessee. With respect to the Equipment stored pursuant hereto, Lessee will carry and maintain with respect to such stored Equipment, during the Storage Period, under Lessee's insurance policies, property damage insurance and public liability insurance. During the Storage Period, Lessee will permit Lessor or any person designated by it, including the authorized representative or representatives of any prospective purchaser or user of such Equipment, to inspect the same; provided, however, that such inspection shall not materially interfere with the normal conduct of Lessee's business and such person shall be insured to the reasonable satisfaction of Lessee with respect to any risks incurred in connection with any such inspections and Lessee (except in the case of Lessee's gross negligence or willful misconduct) shall not be liable for any injury to, or the death of, any person exercising, either on behalf of Lessor or any prospective purchaser or user, the rights of inspection granted pursuant hereto. Lessee shall not be required to store the Equipment after the Storage Period. If Lessee stores any Equipment after the Storage Period, such storage shall be at the sole expense and risk of Lessor.

(i) Without limiting any other terms or conditions of this Lease, the provisions of this Section are of the essence of each Schedule, and upon application to any court of equity having jurisdiction, Lessor shall be entitled to a decree against Lessee requiring Lessee's specific performance of its agreements in this Section.

14. INDEMNITY. Lessee shall indemnify, defend and keep harmless Lessor, and any Assignee (as defined in **Section 17**), and their respective parent corporations, affiliates, shareholders, officers, directors, administrators, managers, agents, employees, servants successors and assigns (each, an "Indemnitee"), from and against any and all Claims (other than (x) Impositions, which are addressed under **Section 9**, (y) any Tax Loss, which is addressed under the Schedule, and (z) Claims as may directly and proximately result from the actual, but not imputed, gross negligence or willful misconduct of such Indemnitee), by paying, on a net after-tax basis, or otherwise discharging same, when and as such Claims shall become due. Lessee agrees that the indemnity provided for in this Section includes the agreement by Lessee to indemnify each Indemnitee from the consequences of each Indemnitee's own simple negligence, whether that negligence is the sole or concurring cause of the Claims, and to further indemnify each such Indemnitee with respect to Claims for which such Indemnitee is strictly liable. Lessor shall give Lessee prompt notice of any Claim hereby indemnified against and Lessee shall be entitled to control the defense of and/or to settle any Claim, in each case, so long as (i) no Default or Event of Default has occurred and is then continuing, and no action or inaction by Lessee has occurred which will result in a Default or Event of Default with the passage of time, (ii) Lessee confirms, in writing, its unconditional and irrevocable commitment to defend, fully indemnify and hold harmless each Indemnitee with respect to such Claim, (iii) Lessee is financially capable of satisfying its obligations under this Section, (iv) Lessor approves the defense counsel selected by Lessee, (v) Lessee agrees to reimburse Lessor for all reasonable legal expenses related to any given Claim, and (vi) Lessee agrees in writing to provide written status reports regarding the Claim to Lessor, Lessor's counsel and Lessor's insurance adjuster as requested by Lessor, until such time as the Claim has been fully resolved or Lessor has been dismissed from the Claim with prejudice. The term "Claims", as used herein, shall mean all claims, allegations, harms, judgments, settlements, suits, actions, debts, obligations, damages (whether incidental, consequential or direct), demands (for compensation, indemnification, reimbursement or otherwise), losses, penalties, fines, liabilities (including strict liability), charges that Lessor has incurred or for which it is responsible, in the nature of interest, Liens, and costs (including attorneys' fees and disbursements and any other legal or non-legal expenses of investigation or defense of any Claim, whether or not such Claim is ultimately defeated or enforcing the rights, remedies or indemnities provided for hereunder, or otherwise available at law or equity to Lessor), of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, by or against any person, arising on account of (a) any Lease Document, including the performance, breach (including any Default or Event of Default) or enforcement of any of the terms thereof, or (b) the Equipment, or any part or other contents thereof, any substance at any time contained therein or emitted therefrom, including any hazardous substances, or the premises at which the Equipment may be located from time to time, or (c) the ordering, acquisition, delivery, installation or rejection of the Equipment, the possession of any property to which it may be attached from time to time, maintenance, use, condition, ownership or operation of any item of Equipment, and by whomsoever owned, used, possessed or operated, during the term of any Schedule with respect to that item of Equipment, the existence of latent and other defects (whether or not discoverable by Lessor or Lessee) any claim in tort for negligence or strict liability, and any claim for patent, trademark or copyright infringement, or the loss, damage, destruction, theft, removal, return, surrender, sale or other disposition of the Equipment, or any item thereof, including, Claims involving or alleging environmental damage, or any criminal or terrorist act, or for whatever other reason whatsoever. If any Claim is made against Lessee or an Indemnitee, the party receiving notice of such Claim shall promptly notify the other, but the failure of the party receiving notice to so notify the other shall not relieve Lessee of any obligation hereunder. Lessee acknowledges and agrees that any resolution of any Claim shall include a complete written release of all Indemnitees from any and all liability arising from or as a result of said Claim.

15. DEFAULT. A default shall be deemed to have occurred hereunder and under a Schedule upon the occurrence of any of the following (each, an "Event of Default"):

- (a) Lessee shall fail to make any payment of Rent hereunder or under an Schedule within ten (10) days after the same shall have become due (in good, collected and indefeasible funds);
- (b) failure to obtain, maintain and comply with all of the insurance coverages required under this Lease;
- (c) any transfer by Lessee that is prohibited by this Lease or the existence of any Lien on or with respect to the Equipment or Collateral, other than a Permitted Lien;
- (d) failure to return the Equipment to Lessor on the date and in the manner required by this Lease;

- (e) a payment or other default by Lessee or Guarantor under any material loan, lease, guaranty or other financial obligation to Lessor or its affiliates, which default entitles the other party to exercise remedies;
- (f) a payment or other default by Guarantor under any loan, lease, guaranty or other financial obligation to any third party, in each case, with respect to indebtedness exceeding \$50,000,000, which default entitles the other party to such obligation to exercise remedies;
- (g) a material inaccuracy in any representation or breach of warranty by Lessee or Guarantor (including any false or misleading representation or warranty) in any financial statement or Lease Document, including any omission of any substantial contingent or unliquidated liability or Claim against Lessee (but excluding any representation or warranty under **Section 5** of any Schedule);
- (h) the commencement of any bankruptcy, insolvency, receivership or similar proceeding by or against Lessee or Guarantor or any of their properties or business (unless, if involuntary, the proceeding is dismissed within sixty (60) days of the filing thereof) or the rejection of this Lease or any other Lease Document in any such proceeding;
- (i) the failure by either Lessee or Guarantor generally to pay its debts as they become due or its admission in writing of its inability to pay the same;
- (j) (i) Guarantor shall enter into any transaction of merger or consolidation, unless (A) Guarantor shall be the surviving entity and the surviving entity is organized and existing under the laws of the United States or any state, and the surviving entity assumes either by operation of law or by such other manner reasonably acceptable to Lessor all of Guarantor's obligations under any and all of the Lease Documents to which it is a party; and (B) the creditworthiness of the surviving entity is substantially similar to or better than Guarantor's creditworthiness prior to such transaction as determined by Lessor; (ii) Lessee or Guarantor shall cease to do business as a going concern, liquidate, or dissolve; (iii) Lessee or Guarantor shall sell, transfer, or otherwise dispose of all or substantially all of its assets or property, or enter into a leveraged buyout; (iv) Lessee or Guarantor shall change the form of organization of its business; (v) Guarantor shall cease to own, directly or indirectly, at least 50% of the outstanding equity interests of the Lessee; (vi) Lessee shall cease to be organized and existing under the laws of the United States or any state, or (vii) Guarantor shall make any change, without the prior written consent of the Lessor, such that Guarantor is no longer subject to the reporting requirements of the Securities Exchange Act of 1934, as amended, or no longer registered under Section 12 of the Securities Act of 1933, as amended, if it was so subject or registered as of the date of this Lease.
- (k) failure to satisfy the requirements of any financial covenants set forth herein, or in any Rider to this Lease or any Schedule;
- (l) failure by Lessee to notify Lessor of any Default or Event of Default within ten (10) business days of its occurrence; or
- (m) breach by Lessee or Guarantor of any other covenant, condition or agreement (other than those in items (a)-(l) under this Lease or any of the other Lease Documents that continues for thirty (30) days after Lessor's written notice to Lessee (but such notice and cure period will not be applicable unless such breach is curable by practical means within such notice period).

16. REMEDIES. (a) If an Event of Default occurs with respect to any Schedule, the Lessor thereunder may (in its sole discretion) declare this Lease and any Schedule to be in default and exercise any one or more of the following remedies with respect to such Schedule and any or all other Schedules to which such Lessee is then a party: (i) proceed at law or in equity, to enforce specifically Lessee's performance or to recover damages; (ii) declare each such Schedule in default, and cancel each such Schedule or otherwise terminate Lessee's (and any Sublessee's) right to use the Equipment and Lessee's other rights, but not its obligations, thereunder and Lessee shall immediately assemble, make available and, if Lessor requests, return the Equipment to Lessor in accordance with the terms of this Lease; (iii) enter any premises where any item of Equipment is located and take immediate possession of and remove (or disable in place) such item (and/or any unattached parts) by self-help, summary proceedings or otherwise, without liability; (iv) use Lessee's premises for storage without liability or cost; (v) sell, re-lease or otherwise dispose of any or all of the Equipment, whether or not in Lessor's possession, at public or private sale, with or without notice to Lessee, and apply or retain the net proceeds of such disposition, with Lessee remaining liable for any deficiency and with any excess being retained by Lessor; (vi) enforce any or all of the preceding remedies with respect to any related Collateral, and apply any deposit or other cash collateral, or any proceeds of any such Collateral, at any time to reduce any amounts due to Lessor; (vii) demand and recover from Lessee all Liquidated Damages and all other payments whenever the same shall be due; and (viii) exercise any and all other remedies allowed by applicable law, including the UCC.

(b) "**Liquidated Damages**" shall mean the liquidated damages (all of which, Lessee hereby acknowledges, are damages to be paid in lieu of future Basic Rent and are reasonable in light of the anticipated harm arising by reason of an Event of Default, and are not a penalty) described in parts (i) or (ii) below, depending upon the recovery and disposition of the Equipment leased under the applicable Schedule.

(i) If Lessor recovers the Equipment and disposes of it by a lease or elects not to dispose of the Equipment, an amount equal to the sum of (A) any accrued and unpaid Rent as of the date Lessor recovers possession of the Equipment, plus (B) the present value as of such date of the total Basic Rent for the then remaining term of such Schedule, minus (C) either, as applicable, (1) the present value, as of the commencement date of any substantially similar re-lease of the Equipment, of the re-lease rent payable for that period, commencing on such date, which is comparable to the then remaining term of such Schedule or (2) the present value, as of that certain date which may be determined by taking into account Lessor's having a reasonable opportunity to remarket the Equipment, of the "**market rent**" for such Equipment (as computed pursuant to Article 2A) in the continental United States on that date, computed for that period, commencing on such date, which is comparable to the then remaining term of such Schedule; provided, however, Lessee acknowledges that if Lessor is unable after reasonable effort to dispose of the Equipment at a reasonable price and pursuant to other reasonable terms, or the circumstances reasonably indicate that such an effort will be unavailing, the "**market rent**" in such event will be deemed to be \$0.00, but in the event that Lessor does eventually re-lease or otherwise dispose of the Equipment, it will apply the net proceeds of such disposition, to the extent received in good and indefeasible funds, as a credit or reimbursement, as applicable, in a manner consistent with the applicable provisions of Article 2A. Any amounts discounted to present value, shall be discounted at the Federal Reserve H.15 Statistical Release interpolated to the nearest month and proximate closest to the term of the Lease that was in effect on the Commencement Date.

(ii) If Lessee fails to return the Equipment in the manner and condition required by this Lease, or Lessor recovers and sells the Equipment, an amount calculated as the greater of either (A) the Stipulated Loss Value of the Equipment (determined as of the next rent payment date after the date of the occurrence of the subject Event of Default), together with all other Rent due with respect to the related Schedule as of such determination date, less a credit for any net disposition proceeds, if applicable pursuant to the application provisions in the next sentence, or (B) all sums due and to become due under such Schedule for the full term thereof (including any tax indemnities becoming due as a result of the Event of Default, and any mandatory purchase or renewal options which Lessee has contracted to pay) (provided that

all sums becoming due after the occurrence of such Event of Default shall be discounted to present value as of the date of payment by Lessee). If Lessor demands the liquidated damages under this part (ii), and recovers and sells the Equipment, any proceeds received in good and indefeasible funds shall be applied by Lessor, with respect to the related Schedule, first, to pay all Enforcement Costs (defined in **Section 16(c)**), second, to pay to Lessor an amount equal to any unpaid Rent due and payable, together with the liquidated damage amounts specified in this part (ii), to the extent not previously paid, third, to pay to Lessor any interest accruing on the amounts covered by the preceding clauses, at the Late Charge Rate, from and after the date the same becomes due, through the date of payment, and fourth, (1) if the Lessor under such Schedule is also the Lessor under any other Schedules (whether by retaining the same, or as Assignee), to satisfy any remaining obligations under any or all such other Schedules, or (2) if such Lessor is not the Lessor under any other Schedule, or if Lessee's obligations to such Lessor under such other Schedules have been fully and indefeasibly satisfied, to reimburse Lessee for such amounts to the extent paid by Lessee as liquidated damages pursuant to this part (ii).

(c) A cancellation of any Schedule shall occur only upon written notice by Lessor to Lessee. Unless already specifically provided for in **Section 16(b)**, Lessee shall also be liable for all of the following ("Enforcement Costs"): (i) all unpaid Rent due before, during or after exercise of any of the foregoing remedies, and (ii) all reasonable legal fees (including consultation, drafting notices or other documents, expert witness fees, sending notices or instituting, prosecuting or defending litigation or arbitration) and other enforcement costs and expenses incurred by reason of any Default or Event of Default or the exercise of Lessor's rights or remedies, including all expenses incurred in connection with the return or other recovery of any Equipment in accordance with the terms of this Lease or in placing such Equipment in the condition required hereby, or the sale, re-lease or other disposition (including but not limited to costs of transportation, possession, storage, insurance, taxes, lien removal, repair, refurbishing, advertising and brokers' fees), and all other pre-judgment and post-judgment enforcement related actions taken by Lessor or any actions taken by Lessor in any bankruptcy case involving Lessee, the Equipment, or any other person. Late Charges shall accrue with respect to any amounts payable under this Section for as long as such amounts remain outstanding, and shall be paid by Lessee upon demand. No right or remedy is exclusive and each may be used successively and cumulatively. Any failure to exercise the rights granted hereunder upon any Default or Event of Default shall not constitute a waiver of any such right. The execution of a Schedule shall not constitute a waiver by Lessor of any pre-existing Default or Event of Default. With respect to any disposition of any Equipment or Collateral pursuant to this Section, (i) Lessor shall have no obligation, subject to the requirements of commercial reasonableness, to clean-up or otherwise prepare the same for disposition, (ii) Lessor may comply with any applicable law in connection with any such disposition, and any actions taken in connection therewith shall not be deemed to have adversely affected the commercial reasonableness of any disposition thereof, (iii) Lessor may disclaim any title or other warranties in connection with any such disposition, (iv) if Lessor purchases any of the Equipment or Collateral at a public or private sale pursuant hereto, Lessor may pay for the same by crediting some or all of Lessee's obligations under any Schedule, and (v) Lessee shall remain responsible for any deficiency remaining after Lessor and application of any funds or credits against Lessee's obligations under any Schedule, and Lessor shall retain any excess after such application.

17. ASSIGNMENT AND SUBLEASE; LIENS. (a) EXCEPT AS EXPRESSLY PERMITTED IN THE NEXT SUCCEEDING SENTENCE, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR (WHICH SHALL NOT UNREASONABLY BE WITHHELD), LESSEE SHALL NOT ASSIGN, DELEGATE, TRANSFER OR ENCUMBER ANY OF ITS RIGHTS OR OBLIGATIONS HEREUNDER OR UNDER ANY SCHEDULE, OR ITS LEASEHOLD INTEREST OR ANY COLLATERAL, SUBLET THE EQUIPMENT OR OTHERWISE PERMIT THE EQUIPMENT TO BE OPERATED OR USED BY, OR TO COME INTO OR REMAIN IN THE POSSESSION OF, ANYONE BUT LESSEE. Notwithstanding the foregoing, Lessee may (i) deliver possession of the Equipment to the manufacturer thereof, or to any person for testing, service, repair, storage, maintenance or overhaul work and (ii) sublease the Equipment pursuant to a lease or temporary use agreement (a "Sublease") to a U.S. person ("Sublessee") provided that (A) no Event of Default shall have occurred and be continuing, (B) Lessee notifies Lessor of such Sublease and the Sublessee prior to entering into such Sublease and, if requested by Lessor, provides a copy of the Sublease to Lessor and such information with respect to the Sublessee as Lessor may reasonably request, including any information Lessor is required to obtain under applicable law, (C) such Sublease shall be consistent with and contain terms which do not conflict with the rights and obligations of the Lessee under the Lease, provided that no Sublease shall (x) have a term of more than the lesser of six months and the remaining Base Term or Renewal Term, as applicable, (y) permit the Sublessee to assign or further sublease the Equipment, or (z) contain a purchase or renewal option, and (D) the rights of the Sublessee (or any party claiming through the Sublessee) with respect to the Equipment shall be (and any Sublease shall expressly state that it is) subject and subordinate in all respects to the Lease and Lessor's rights, title and interests in the Equipment, including all of Lessor's rights and remedies under the Lease Documents. No Sublease of the Equipment shall in any way discharge or diminish any of Lessee's obligations to Lessor under the Lease Documents and Lessee shall remain primarily liable hereunder for the performance of all the terms of the Lease Documents to the same extent as if such Sublease had not occurred, including for (x) obtaining and maintaining all of the insurance coverages required under the Lease Documents in strict accordance with the provisions thereof, and (y) providing evidence satisfactory to Lessor of such insurance as and when such evidence is required under the Lease Documents. Without limiting the foregoing, (i) Lessee may not attempt to dispose of any of the Equipment, and (ii) Lessee shall (A) maintain the Equipment free from all Liens, other than Permitted Liens, (B) notify Lessor immediately upon receipt of notice of any Lien affecting the Equipment, and (C) defend Lessor's title to the Equipment. A "Permitted Lien" shall mean (1) any Lien for Impositions, Liens of mechanics, materialmen, or suppliers and similar Liens arising by operation of law, provided that in each case any such Lien is incurred in the ordinary course of business, for sums that are not yet delinquent or are being contested in good faith and with due diligence, by negotiations or by appropriate proceedings which suspend the collection thereof and, in Lessor's sole discretion, (i) do not involve any substantial danger of the sale, forfeiture or loss of the Equipment or any interest therein, and (ii) for the payment of which adequate assurances or security have been provided to Lessor, (2) Lessor's Liens, and (3) the interest of any Sublessee under a Sublease permitted under this **Section 17**. No disposition referred to in this Section shall relieve Lessee of its obligations, and Lessee shall remain primarily liable under each Schedule and all of the other Lease Documents.

(b) Lessor may at any time with or without notice to Lessee, grant a security interest in, sell, assign, delegate or otherwise transfer (an "Assignment") all or any part of its interest in the Equipment, this Lease or any Schedule and any related Lease Documents or any Rent thereunder, or the right to enter into any Schedule, and Lessee shall perform all of its obligations thereunder, to the extent so transferred, for the benefit of the beneficiary of such Assignment (such beneficiary, including any successors and assigns, an "Assignee"). Lessee agrees not to assert against any Assignee any Abatement (without limiting the provisions of **Section 2**) or Claim that Lessee may have against Lessor, and Assignee shall not be bound by, or otherwise required to perform any of Lessor's obligations, unless expressly assumed by such Assignee. Lessor shall be

relieved of any such assumed obligations. If so directed in writing, Lessee shall pay all Rent and all other sums that become due under the assigned Schedule and other Lease Documents directly to the Assignee or any other party designated in writing by Lessor or such Assignee. Lessee acknowledges that Lessor's right to enter into an Assignment is essential to Lessor and, accordingly, waives any restrictions under applicable law with respect to an Assignment and any related remedies. Upon the request of Lessor or any Assignee, Lessee also agrees (i) to promptly execute and deliver to Lessor or to such Assignee an acknowledgment of the Assignment in form and substance satisfactory to the requesting party, an insurance certificate and such other documents and assurances reasonably requested by Lessor or Assignee, and (ii) to comply with all other reasonable requirements of any such Assignee in connection with any such Assignment. Upon such Assignment and except as may otherwise be provided herein, all references in this Lease to "Lessor" shall include such Assignee.

(c) Subject always to the foregoing, this Lease and each Schedule shall inure to the benefit of, and are binding upon, Lessee's and Lessor's respective successors and assigns.

18. MISCELLANEOUS. (a) This Lease, each Schedule, any Riders hereto or thereto and any commitment letter between the parties, constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and shall not be amended or modified in any manner except by a document in writing executed by both parties.

(b) Any provision of this Lease that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(c) The representations, warranties and agreements of Lessee herein shall be deemed to be continuing and to survive the execution and delivery of this Lease, each Schedule and any other Lease Documents. With respect to each Schedule, the obligations of Lessee under **Sections 8, 9, 10, 12, 13 and 14** hereof, together with any of Lessee's obligations under the other provisions of this Lease (as incorporated therein) which have accrued but not been fully satisfied, performed or complied with prior to the expiration or earlier cancellation or termination of such Schedule, shall survive the expiration or earlier cancellation or termination thereof.

(d) All of Lessee's obligations hereunder and under any Schedule shall be performed at Lessee's sole expense. Lessee shall reimburse Lessor promptly upon demand for all expenses incurred by Lessor in connection with (i) any action taken by Lessor at Lessee's request, or in connection with any option, (ii) the filing or recording of real property waivers and UCCs, (iii) any Enforcement Costs not recovered pursuant to **Section 16**, (iv) all inspections, (v) all lien search reports (and copies of filings) requested by Lessor, and (vi) upon entering into each Schedule, pay to Lessor documentation fees in the amount as set forth in Section 3 of such Schedule. If Lessee fails to perform any of its obligations with respect to a Schedule and an Event of Default shall have occurred and be continuing, Lessor shall have the right, but shall not be obligated, to affect such performance, and Lessee shall reimburse Lessor, upon demand, for all expenses incurred by Lessor in connection with such performance. Lessor's effecting such compliance shall not be a waiver of Lessee's default. All amounts payable under this Section, if not paid when due, shall be paid to Lessor together with interest thereon at the Late Charge Rate.

(e) Lessee irrevocably appoints Lessor as Lessee's attorney-in-fact (which power shall be deemed coupled with an interest) to execute, endorse and deliver any documents and checks or drafts relating to or received in payment for any loss or damage under the policies of insurance required by this Lease, but only to the extent that the same relates to the Equipment.

(f) LESSOR AND LESSEE HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH LESSEE AND/OR LESSOR MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS LEASE.

(g) All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, personally delivered, delivered by overnight courier service, sent by facsimile transmission (with confirmation of receipt), or sent by certified mail, return receipt requested, addressed to the other party at its respective address stated below the signature of such party or at such other address as such party shall from time to time designate in writing to the other party; and shall be effective from the date of receipt.

(h) This Lease and all of the other Lease Documents shall not be effective unless and until accepted by execution by an officer of Lessor at the address, in the State of Maryland (the "State"), as set forth below the signature of Lessor. THIS LEASE AND ALL OF THE OTHER LEASE DOCUMENTS, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER, SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE (WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES OF THE STATE), INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, REGARDLESS OF THE LOCATION OF THE EQUIPMENT. The parties agree that any action or proceeding arising out of or relating to this Lease may be commenced in any state or Federal court in the State, and agree that a summons and complaint commencing an action or proceeding in any such court shall be properly served and shall confer personal jurisdiction if served personally or by certified mail to it at the mailing address below Lessee's signature, or as it may provide in writing from time to time, or as otherwise provided under the laws of the State.

(i) This Lease and all of the other Lease Documents may be executed in counterparts. The transfer or possession of the "Original" of this Lease shall be irrelevant to the full or collateral assignment of, or grant of security interest in, any Schedule; provided, however, no security interest in any Schedule may be created through the transfer, possession or control, as applicable, of any counterpart of such Schedule other than the original thereof, which shall be identified as the document or record (as applicable) marked "Original" and all other counterparts shall be marked "Duplicate".

(j) If Lessor is required by the terms hereof to pay to or for the benefit of Lessee any amount received as a refund of an Imposition or as insurance proceeds, Lessor shall not be required to pay such amount, if any Default has occurred and not been cured or any Event of Default shall have occurred and not been waived by Lessor. In addition, if Lessor is required by the terms hereof to cooperate with Lessee in connection with certain matters, such cooperation shall not be required if a Default or Event of Default has then occurred and is continuing.

(k) To the extent Lessor is required to give its consent or approval with respect to any matter, the reasonableness of Lessor's withholding of such consent shall be determined based on the then existing circumstances; provided, that Lessor's withholding of its consent shall be deemed reasonable for all purposes if (i) the taking of the action that is the subject of such request, might result (in Lessor's discretion), in (A) an impairment of Lessor's rights, title or interests hereunder or under any Schedule or other Lease Document, or to the Equipment, or (B) expose Lessor to any Claims or Impositions, or (ii) Lessee fails to provide promptly to Lessor any filings, certificates, opinions or indemnities required by Lessor as a condition to such consent.

19. DEFINITIONS AND RULES OF CONSTRUCTION. (a) The following terms when used in this Lease or in any of the Schedules have the following meanings: (1) "applicable law" or "law": the Interchange Rules and any law, rule, regulation,

ordinance, order, code, common law, interpretation, judgment, directive, decree, treaty, injunction, writ, determination, award, permit or similar norm or decision now or hereafter in effect of any governmental authority (including the U.S. Department of Transportation and any agency thereof such as the Pipeline and Hazardous Materials Safety Administration and the Federal Railroad Administration), including the Environmental Laws and related rules, regulations and orders; (2) **"business day"**: any day, other than a Saturday, Sunday, or legal holiday for commercial banks under the laws of the state of the Lessor's notice address; (3) **"UCC"** or **"Uniform Commercial Code"**: the Uniform Commercial Code as in effect in the State or in any other applicable jurisdiction; and any reference to an article (including Article 2A) or section thereof shall mean the corresponding article or section (however termed) of any such applicable version of the Uniform Commercial Code; (4) **"Environmental Laws"**: any federal, state, county, municipal, regional law, rule, regulation, ordinance, order, code, common law, interpretation, judgment, directive, decree, treaty, injunction, writ, determination, award, permit or similar norm or decision of any governmental authority, pertaining to (i) protection of health, safety and the indoor or outdoor environment, (ii) the conservation, management, or use of natural resources and wildlife, (iii) the protection or use of surface water or groundwater, (iv) the manufacture, management, possession, use, presence, generation, transportation, treatment, storage, disposal, release, threatened release, abatement, removal, remediation or handling of, or exposure to, any Hazardous Substance, or (v) pollution (including, as released to air, land, surface water and groundwater) including, but not limited to, the applicable common law of any jurisdiction, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq., as amended ("CERCLA"), the Hazardous Material Transportation Act, 49 U.S.C. App. § 1801 et seq., as amended, the Resource Conservation and Recovery Act of 1976 and the Hazardous and Solid Waste Amendments, 42 U.S.C. § 6901 et seq. ("RCRA"), the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., as amended, the Clean Air Act, 42 U.S.C. § 7401 et seq., as amended, the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., as amended, the Safe Drinking Water Act, 42 U.S.C. § 300F et seq., as amended, the Emergency Planning Community Right-To-Know Act, 42 U.S.C. § 11001 et seq., the Clean Water Act, 33 U.S.C.A. § 1321 et seq., as amended, the Clean Water Act, 33 U.S.C.A. §§ 1317 et seq., as amended, and any similar implementing or successor law; (5) **"governmental authority"**: the Association of American Railroads, any federal, state, county, municipal, regional or other governmental or quasi-governmental authority, agency, board, body, instrumentality or court, in each case, whether domestic or foreign, including the Environmental Protection Agency, the United States Department of Transportation, the Pipeline and Hazardous Materials Safety Administration and the Federal Rail Administration; (6) **"Guarantor"**: Crestwood Midstream Partners LP and any other individual or entity specified as a guarantor in a Schedule; (7) **"Hazardous Substances"**: any chemical, solid, liquid, gas, or other substance having the characteristics identified in, listed under, or designated as a "hazardous substance", a "toxic pollutant", a "hazardous air pollutant", an "imminently hazardous chemical substance or mixture", a "hazardous waste", or presenting an imminent and substantial danger to the public health or welfare or to the environment, or as otherwise requiring special handling, collection, storage, treatment, disposal, or transportation under any Environmental Law. The term "Hazardous Substances" shall also include: (i) petroleum, crude oil, gasoline, natural gas, liquefied natural gas, synthetic fuel, or other petroleum, oil, or gas based products; (ii) nuclear, radioactive, or atomic substances, mixtures, wastes, compounds, materials, elements, products, or matters; or (iii) any other substance, mixture, waste, compound, material, element, product or matter that presents an imminent and substantial danger to the public health or welfare or to the environment upon its release; (8) **"Interchange Rules"**: the interchange rules or supplements thereto of the Mechanical Division of the Association of American Railroads, as the same may be in effect from time to time; (9) **"Surface Transportation Board"**: the Surface Transportation Board and any successor agency or agencies thereto; (10) **"Lessor's Lien"**: any Lien affecting, on or in respect of the Equipment which (i) arises a result of claims against Lessor not related to the transactions contemplated by the Lease Documents, or (ii) results from acts of Lessor not related to the transactions contemplated by the Lease Documents or in breach of any covenant or agreement of Lessor set forth in any of the Lease Documents, or (iii) is imposed as a result of Impositions against Lessor which are not indemnified against by Lessee pursuant to the Lease Documents; (11) **"person"**: any individual, corporation, partnership, joint venture, or other legal entity or a governmental authority, whether employed, hired, affiliated, owned, contracted with, or otherwise related or unrelated to Lessee or Lessor; and (12) **"AS IS, WHERE IS"**: AS IS, WHERE IS, without warranty, express or implied, with respect to any matter whatsoever.

(b) The following terms when used herein or in any of the Schedules shall be construed as follows: (1) **"herein," "hereof," "hereunder,"** etc.: in, of, under, etc. this Lease or such other Lease Document in which such term appears (and not merely in, of, under, etc. the section or provision where the reference occurs); (2) **"including"**: means including without limitation unless such term is followed by the words **"and limited to,"** or similar words; and (3) **"or"**: at least one, but not necessarily only one, of the alternatives enumerated. Any defined term used in the singular preceded by **"any"** indicates any number of the members of the relevant class. Any Lease Document or other agreement or instrument referred to herein means such agreement or instrument as supplemented and amended from time to time. Any reference to Lessor or Lessee shall include their permitted successors and assigns. Any reference to an applicable law shall also mean such law as amended, superseded or replaced from time to time.

20. **USA PATRIOT ACT COMPLIANCE NOTIFICATION.** Along with all other U.S. Financial institutions, we began complying with Section 326 of the USA Patriot Act effective October 1, 2003. Designed to assist the government in preventing the funding of terrorist and money laundering activities, this section of the Act requires us to know the business entities that are new to SUNTRUST EQUIPMENT FINANCE & LEASING CORP. To accomplish this we will obtain, verify and record information that identifies business entities that open new accounts with us. What this means to you: when you open your account with us for your business, we will ask you for business name, physical address, taxpayer identification number and other information that will allow us to verify your company's identity. The information requested may include documents, such as Articles of Incorporation or a Partnership Agreement which will verify the identifying information you are giving us.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Railcar Lease Agreement to be duly executed, under seal, as of the day and year first above set forth.

SUNTRUST EQUIPMENT FINANCE & LEASING CORP.
Lessor

By: [Signature] [SEAL]
Name: Deborah V. Gibb
Title: Vice President

Address: 300 Hilltop Road
7th Floor
Towson, Maryland 21286

Attn: President
Fax: 667-210-5637

CRESTWOOD CRUDE SERVICES LLC
Lessee

By: [Signature] [SEAL]
Name: MICHAEL J. CAMPBELL
Title: Sr. VP & CEO

Address: 700 Louisiana Street, Suite 2060
Houston, Texas 77002

Attn: _____
Fax: _____

Form of Organization: Limited Liability Company
Jurisdiction of Organization: Delaware
Organizational No.: 5525335
Federal Employer Identification No.: _____

THE ONE AND ONLY ORIGINAL OF THIS RAILCAR LEASE AGREEMENT IS MARKED "ORIGINAL" AT THE TOP OF THE PAGE AND SHALL CONSTITUTE THE ONLY CHATTEL PAPER ORIGINAL FOR THE PURPOSES OF ARTICLE 9 OF THE UNIFORM COMMERCIAL CODE. EACH OTHER SIGNED VERSION IS MARKED "DUPLICATE".

SunTrust Equipment Finance & Leasing Corp.

GUARANTY (Corporate)

This Guaranty dated as of December 29, 2014 (this "Guaranty") is executed and delivered by the undersigned ("Guarantor") in favor of SUNTRUST EQUIPMENT FINANCE & LEASING CORP., a corporation having an address at 300 East Joppa Road, 7th Floor, Towson, Maryland 21286 (together with its successors and assigns, "Lessor"), in order to induce Lessor to extend credit to, and enter into, that certain Railcar Lease Agreement No. 1 dated as of December 29, 2015 (the "Lease") between Lessor and CRESTWOOD CRUDE SERVICES LLC (the "Company") and related documents and agreements.

1. Definitions. Capitalized terms used without definition in this Guaranty and certain other terms that are not capitalized, shall have the meanings ascribed to them in the Lease, to the extent defined therein. As used in this Guaranty, the following terms shall have the following meanings:

(a) "Expenses" means all expenses, damages and losses of any kind or nature, including without limitation costs of collection and actual attorneys' fees and disbursements whether for internal or external counsel incurred by Lessor in attempting to enforce this Guaranty, collect any of the Obligations including any workout or bankruptcy proceedings or other legal proceedings or appeal, realize on any collateral, or for any other purpose related to the Obligations.

(b) "Obligations" means any and all obligations, indebtedness and other liabilities of the Company to Lessor now or hereafter existing under the Lease, each Schedule and each Lease Document of every kind and nature and all accrued and unpaid interest thereon and all Expenses, including without limitation, whether such obligations, indebtedness and other liabilities (a) are direct, contingent, liquidated, unliquidated, secured, unsecured, matured or unmatured; (b) are pursuant to a guaranty or surety in favor of Lessor; (c) were originally contracted with Lessor or with another party (including obligations under a guaranty or surety originally in favor of such other party); (d) are contracted by the Company alone or jointly with one or more other parties; (e) are renewed, replaced, modified or extended; and (f) are periodically extinguished and subsequently reincurred or reduced and thereafter increased.

2. Guaranty.

(a) For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Guarantor, intending to be legally bound, hereby unconditionally guarantees the full and prompt payment and performance of any and all Obligations of the Company to Lessor when due, whether at stated maturity, by acceleration or otherwise. Guarantor will pay or perform Guarantor's obligations under this Guaranty upon demand.

(b) Guarantor acknowledges the receipt of valuable consideration for this Guaranty and acknowledges that Lessor is relying on this Guaranty in making a financial accommodation to the Company, whether a commitment to lend, extension, modification or replacement of, or forbearance with respect to, any of the Obligations, cancellation of another guaranty, purchase of the Company's assets, or other valuable consideration.

3. Continuing Guaranty. This Guaranty is irrevocable, absolute, continuing, unconditional and general without any limitation. This Guaranty is and is intended to be a continuing guaranty of payment (not collection) of the Obligations (irrespective of the aggregate amount thereof), independent of, in addition and without modification to, and does not impair or in any way affect, any other guaranty, indorsement, or other agreement in connection with the Obligations, or in connection with any other indebtedness or liability to Lessor or collateral held by Lessor therefor or with respect thereto, whether or not furnished by Guarantor. Guarantor understands that Lessor can bring an action under this Guaranty without being required to exhaust other remedies or demand payment first from other parties, including, without limitation, the Company.

4. Guarantor Waivers and Authorizations.

(a) Guarantor's obligations shall not be released, impaired or affected in any way including by any of the following, all of which Guarantor hereby waives: (i) any bankruptcy, reorganization or insolvency under any law of the Company or that of any other party, or by any action of a trustee in any such proceeding; (ii) any new agreements or obligations of the Company or any other party with Lessor; (iii) any adjustment, compromise or release of any of the Obligations, by Lessor or any other party; the existence or nonexistence or order of any

filings, exchanges, releases, impairment or sale of, or failure to perfect or continue the perfection of a security interest in any collateral for the Obligations; (iv) any failure of Guarantor to receive notice of any intended disposition of such collateral; (v) any fictitiousness, incorrectness, invalidity or unenforceability, for any reason, of any instrument or other agreement which may evidence any of the Obligations; (vi) any composition, extension, stay or other statutory relief granted to the Company including, without limitation, the expiration of the period of any statute of limitations with respect to any lawsuit or other legal proceeding against the Company or any person in any way related to the Obligations or a part thereof or any collateral therefor; (vii) any change in form of organization, name, membership or ownership of the Company or Guarantor; (viii) any refusal or failure of Lessor or any other person prior to the date hereof or hereafter to grant any additional loan or other credit accommodation to the Company or Lessor's or any other party's receipt of notice of such refusal or failure; (ix) any setoff, defense or counterclaim of the Company with respect to the obligations or otherwise arising, either directly or indirectly, in regard to the Obligations; or (x) any other circumstance that might otherwise constitute a legal or equitable defense to Guarantor's obligations under this Guaranty.

(b) Guarantor waives acceptance, assent and all rights of notice or demand, including without limitation: (i) notice of acceptance of this Guaranty, of the Company's default or nonpayment of any of the Obligations, and of changes in the Company's financial condition; (ii) presentment, protest, notice of protest and demand for payment; (iii) notice that any of the Obligations has been incurred or of the reliance by Lessor upon this Guaranty; and (iv) any other notice, demand or condition to which Guarantor might otherwise be entitled prior to Lessor's reliance on or enforcement of this Guaranty. Guarantor further authorizes Lessor, without notice, demand or additional reservation of rights against Guarantor and without affecting Guarantor's obligations hereunder, from time to time: (i) to renew, refinance, modify, subordinate, extend, increase, accelerate, or otherwise change the time for payment of, the terms of or the interest on the Obligations or any part thereof; (ii) to accept and hold collateral from any party for the payment of any or all of the Obligations, and to exchange, enforce or refrain from enforcing, or release any or all of such collateral; (iii) to accept any indorsement or guaranty of any or all of the Obligations or any negotiable instrument or other writing intended to create an accord and satisfaction with respect to any or all of the Obligations; (iv) to release, replace or modify the obligation of any indorser or guarantor, or any party who has given any collateral for any of all of the Obligations, or any other party in any way obligated to pay any or all of the Obligations, and to enforce or refrain from enforcing, or compromise or modify, the terms of any obligation of any such indorser, guarantor or party; (v) to dispose of any and all collateral securing the Obligations in any manner as Lessor, in its sole discretion, may deem appropriate, and to direct the order and the enforcement of any and all indorsements and guaranties relating to the Obligations in Lessor's sole discretion; and (vi) to determine the manner, amount and time of application of payments and credits, if any, to be made on all or any part of the Obligations.

(c) Notwithstanding any other provision in this Guaranty to the contrary, Guarantor irrevocably waives, without notice, any right Guarantor may have at law or in equity (including without limitation any law subrogating Guarantor to the rights of Lessor) to seek contribution, indemnification or any other form of reimbursement from the Company or any other obligor or guarantor of the Obligations for any disbursement made under this Guaranty or otherwise until payment and performance of any and all Obligations in full.

5. Representations and Warranties. Guarantor represents and warrants to Lessor that:

(a) Guarantor is a limited liability company duly organized and validly existing in good standing under the laws of the state of Delaware.

(b) The execution, delivery and performance hereof: (i) have been duly authorized by all necessary corporate action on the part of Guarantor; (ii) do not require the consent of approval of directors, members, partners, shareholders and other governing bodies, as applicable, or any trustee or holder of any obligations of Guarantor, except in each case such as have been duly obtained; and (iii) do not and will not contravene any law, governmental rule, regulation or order now binding on Guarantor, or the charter, by-laws, operating agreement, partnership agreement or other governing instrument of Guarantor, or contravene the provisions of, or constitute a default under, or result in the creation of any lien or encumbrance upon the property of Guarantor under, any indenture, mortgage, contract or other agreement to which Guarantor is a party or by which Guarantor or Guarantor's property is bound.

(c) The financial statements of Guarantor (copies of which have been furnished to Lessor) have been prepared in accordance with generally accepted accounting principles consistently applied ("GAAP"), and fairly present Guarantor's financial condition and the results of Guarantor's operations as of the date of and for the

period covered by such statements, and since the date of such statements there has been no material adverse change in such financial condition or operations.

(d) This Guaranty constitutes the legal, valid and binding obligation of Guarantor, enforceable against Guarantor in accordance with the terms hereof, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally, and by applicable laws (including any applicable common law and equity) and judicial decisions which may affect the remedies provided herein.

(e) There are no pending actions or proceedings to which Guarantor is a party, and there are no other pending or threatened actions or proceedings of which Guarantor has knowledge, before any court, arbitrator or administrative agency, which, either individually or in the aggregate, would materially adversely affect the financial condition of Guarantor, or the ability of Guarantor to perform Guarantor's obligations hereunder or remain in compliance with the provisions hereof. Further, Guarantor is not in default under any material obligation for borrowed money or for the deferred purchase price of property which, either individually or in the aggregate, would have the same such effect.

(f) Guarantor has determined that the execution of this Guaranty will be in Guarantor's best interests, to Guarantor's direct benefit, incidental to Guarantor's powers, and in furtherance of Guarantor's duly acknowledged purposes and objectives.

6. Financials. Guarantor will provide to Lessor (i) Guarantor's balance sheet, consolidated statements of income, statements of cash flows, to the extent applicable statutory statements and statements of equity together with all notes to consolidated financial statements (in addition to the balance sheet), prepared in accordance with GAAP, certified by a recognized firm of certified public accountants, within one hundred twenty (120) days of the close of each fiscal year of Guarantor, (ii) Guarantor's quarterly financial report certified by the chief financial officer of Guarantor, within sixty (60) days of the close of each fiscal quarter of Guarantor, and (iii) all of Guarantor's Forms 10-K and 10-Q, if any, filed with the Securities and Exchange Commission ("SEC") within thirty (30) days after the date on which they are filed (by furnishing these SEC forms, or making them publicly available in electronic form, Lessee shall be deemed to have satisfied the requirements of clauses (i), (ii) and (iii)).

7. Expenses. Guarantor agrees to reimburse Lessor on demand for all Expenses of Lessor. Ten (10) days after demand therefor, Expenses will accrue interest at the highest default rate in any instrument evidencing the Obligations until payment is actually received by Lessor.

8. Right of Setoff. Lessor shall have the right to set off against any of Guarantor's obligations to Lessor under this Guaranty. Such set-off shall be deemed to have been exercised immediately at the time Lessor elects to do so.

9. Further Assurances. Guarantor will promptly execute and deliver to Lessor such further documents, instruments and assurances and take such further action as Lessor from time to time may reasonably request in order to carry out the terms of this Guaranty and to establish and protect the rights and remedies created or intended to be created in favor of Lessor hereunder.

11. Assignment. This Guaranty shall inure to the benefit of Lessor, its successors and assigns, and shall be binding upon the successors and assigns of Guarantor.

12. No Waiver by Lessor; Miscellaneous. This Guaranty is intended by Guarantor to be the final, complete and exclusive expression of the agreement between Guarantor and Lessor. This Guaranty may be assigned by Lessor, shall inure to the benefit of Lessor and its successors and assigns, and shall be binding upon Guarantor and its successors and assigns and any participation may be granted by Lessor herein in connection with the assignment or granting of a participation by Lessor in the Obligations or any part thereof. All rights and remedies of Lessor under this Guaranty are cumulative, and no such right or remedy shall be exclusive of any other right or remedy. This Guaranty does not supersede any other guaranty or security granted to Lessor by Guarantor or others (except as to Guarantor's waiver of subrogation rights above). No single, partial or delayed exercise by Lessor of any right or remedy shall preclude exercise by Lessor at any time at its sole option of the same or any other right or remedy of Lessor without notice. Guarantor expressly disclaims any reliance on any course of dealing or usage of trade or oral representation of Lessor including, without limitation, representations to make loans, leases or other extensions of credit to the Company or enter into any other agreement with the Company or Guarantor. No course of dealing or other conduct, no oral agreement or representation made by Lessor or usage of trade shall operate as a

waiver of any right or remedy of Lessor. No waiver or amendment of any right or remedy of Lessor or release by Lessor shall be effective unless made specifically in writing by Lessor. Each provision of this Guaranty shall be interpreted as consistent with existing law and shall be deemed amended to the extent necessary to comply with any conflicting law. If any provision nevertheless is held invalid, the other provisions shall remain in effect. Guarantor agrees that in any legal proceeding, a copy of this Guaranty kept in Lessor's course of business may be admitted into evidence as an original. Captions are solely for convenience and not part of the substance of this Guaranty.

13. Joint and Several; Primary Obligation. If there is more than one Guarantor, each Guarantor jointly and severally guarantees the payment and performance in full of all obligations of "Guarantor" under this Guaranty and the term "Guarantor" means each as well as all of them. Guarantor also agrees that Lessor need not seek payment from any source other than the undersigned Guarantor. This Guaranty is a primary obligation. Guarantor's obligations hereunder are separate and independent of the Company's, and a separate action may be brought against Guarantor whether or not action is brought or joined against or with the Company or any other party.

14. Notices. Any demand or notice hereunder or under any applicable law pertaining hereto shall be in writing and duly given if delivered to Guarantor (at the address set forth below Guarantor's signature or a more recent address set forth in Lessor's records from time to time) or to Lessor (at the address on page one of this Guaranty and separately to Lessor officer responsible for the Company's relationship with Lessor). Such notice or demand shall be deemed sufficiently given for all purposes when delivered (a) by personal delivery and shall be deemed effective when delivered, or (b) by mail or courier and shall be deemed effective three (3) business days after deposit in an official depository maintained by the United States Post Office for the collection of mail or one (1) business day after delivery to a nationally recognized overnight courier service (e.g., Federal Express). Notice by e-mail is not valid notice under this or any other agreement between Guarantor and Lessor.

15. Governing Law and Jurisdiction. This Guaranty has been delivered to and accepted by Lessor and will be deemed to be made in the State of Maryland. Unless provided otherwise under federal law, this Guaranty will be interpreted in accordance with the laws of the State of Maryland excluding its conflict of laws rules. **GUARANTOR HEREBY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT IN ANY JUDICIAL DISTRICT OR COUNTY IN THE STATE OF MARYLAND WHERE LESSOR MAINTAINS A BRANCH AND CONSENTS THAT LESSOR MAY EFFECT ANY SERVICE OF PROCESS IN THE MANNER AND AT GUARANTOR'S ADDRESS SET FORTH IN SECTION 14 HEREOF FOR PROVIDING NOTICE OR DEMAND; PROVIDED THAT NOTHING CONTAINED IN THIS GUARANTY WILL PREVENT LESSOR FROM BRINGING ANY ACTION, ENFORCING ANY AWARD OR JUDGMENT OR EXERCISING ANY RIGHTS AGAINST GUARANTOR INDIVIDUALLY, AGAINST ANY SECURITY OR AGAINST ANY PROPERTY OF GUARANTOR WITHIN ANY OTHER COUNTY, STATE OR OTHER FOREIGN OR DOMESTIC JURISDICTION.** Guarantor acknowledges and agrees that the venue provided above is the most convenient forum for both Lessor and Guarantor. Guarantor hereby waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Guaranty.

16. Waiver of Jury Trial. **GUARANTOR AND LESSOR HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY GUARANTOR AND LESSOR MAY HAVE IN ANY ACTION OR PROCEEDING, IN LAW OR IN EQUITY, IN CONNECTION WITH THIS GUARANTY OR THE TRANSACTIONS RELATED HERETO. GUARANTOR REPRESENTS AND WARRANTS THAT NO REPRESENTATIVE OR AGENT OF LESSOR HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT LESSOR WILL NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THIS JURY TRIAL WAIVER. GUARANTOR ACKNOWLEDGES THAT LESSOR HAS BEEN INDUCED TO ENTER INTO THIS GUARANTY BY, AMONG OTHER THINGS, THE PROVISIONS OF THIS SECTION.**

(Remainder of page intentionally left blank. Next page is the signature page.)

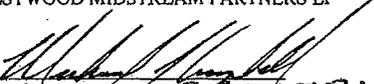
ORIGINAL

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first above written.

Guarantor:

CRESTWOOD MIDSTREAM PARTNERS LP

By:


Name: MICHAEL J. CAMPBELL

Title: SR. VP + CFO

Guarantor Address:

700 Louisiana Street, Suite 2060

Houston, Texas 77002

Guarantor EIN:

SunTrust Equipment Finance & Leasing Corp.

INTERIM FINANCING SCHEDULE NO. 1

This Interim Financing Schedule No. 1 dated as of December 30, 2014 (this "Interim Financing Schedule"), is entered into between SUNTRUST EQUIPMENT FINANCE & LEASING CORP. ("Lessor") and CRESTWOOD CRUDE SERVICES LLC ("Lessee"), pursuant to that certain Railcar Lease Agreement No. 1 dated as of December 21, 2014, between Lessor and Lessee (the "Master Lease"), and constitutes a "Schedule" as such term is used in the Master Lease. Capitalized terms used without definition in this Interim Financing Schedule and certain other terms that are not capitalized shall have the meanings ascribed to them in the Master Lease, to the extent defined therein. The Master Lease provides for the execution and delivery of this Interim Financing Schedule for the purpose of confirming the acceptance and lease of the Equipment under this Lease. The provisions of the Master Lease, solely as they relate to the Equipment leased hereunder, are hereby incorporated into and shall be deemed a part of this Interim Financing Schedule. This Interim Financing Schedule shall be deemed a separate instrument of lease.

The purpose of this Interim Financing Schedule is to provide interim financing, payable on demand and regardless of whether an Event of Default has occurred and is continuing, prior to the execution and delivery of a permanent equipment schedule under the Master Lease (the "Permanent Schedule"): if such Permanent Schedule will involve a number of items of Equipment to be acquired individually from the date hereof through the next calendar quarter, to finance the acquisition cost of such items separately during such acquisition period.

1. EQUIPMENT; ASSIGNMENT OF SUPPLY CONTRACT; REQUIRED DOCUMENTS.

(a) Pursuant to the terms and conditions of this Lease, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the railcars (the "Equipment") more fully described on the Schedule of Equipment attached hereto and made a part hereof (the "Schedule of Equipment").

(b) Lessee has requested Lessor to fund under this Interim Financing Schedule an amount equal to the amount of the "Total Invoice Cost" of the Equipment (the "Financed Amount") set forth on the Schedule of Equipment.

(c) Lessee hereby grants, conveys, transfers, pledges and assigns unto Lessor all of Lessee's right, title and interest in and to (BUT NONE OF ITS OBLIGATIONS UNDER) the Supply Contracts relating to the Equipment, including, but not limited to, the right to become direct purchaser of the Equipment thereunder, together with all Lessee's right, title and interest in and to the Equipment. Lessee covenants and agrees that it shall not modify, amend, terminate or release the Supply Contracts relating to the Equipment without the prior written consent of Lessor. Lessee and Lessor mutually agree that the acceptance by Lessor of this Interim Financing Schedule, with all of the rights, powers, privileges and authority so created, shall not be deemed or construed to obligate Lessor to assume any obligation or responsibility of Lessee under the Supply Contracts relating to the Equipment, nor shall Lessor be liable for the nonperformance of any such obligation or responsibility. Without limiting the foregoing provisions of this clause (b), during the Base Term and provided no Event of Default shall have occurred and be continuing, Lessor appoints Lessee as Lessor's agent to assert and enforce from time to time whatever claims and rights that Lessor may have as owner of the Equipment under the Supply Contracts relating to the Equipment and will cooperate, at Lessee's cost and expense, with any reasonable request by Lessee in order for Lessee to assert and enforce any such claims and rights.

(d) Without limiting the other requirements of this Lease, in connection with this Interim Financing Schedule, Lessee shall deliver to Lessor such documents, certificates, and evidence of such other matters as Lessor may reasonably request, all in form and substance reasonably satisfactory to Lessor.

2. **TERM.** Notwithstanding anything to the contrary contained in the Master Lease, including Section 3 thereof, the term of this Lease with respect to the Equipment leased hereunder (the "Base Term") shall commence on the date Lessor first advances some or all of the Financed Amount and shall expire on the earlier to occur of the following (the "Interim Schedule Expiration Date"): (a) demand by Lessor; (b) the date on which the Permanent Schedule is entered into and funded; or (c) February 28, 2015.

3. PAYMENTS; FINANCIAL TERMS.

(a) Lessee hereby agrees to pay to Lessor, on each Basic Rent Payment Date, Basic Rent, and on the Interim Schedule Expiration Date, the sum of the Financed Amount, all unpaid Basic Rent, any applicable Imposition and the Expenses (as hereinafter defined). Basic Rent shall be calculated on the basis of a 360-day year and the actual number of days elapsed. As used in this Interim Financing Schedule the following terms shall have the meanings ascribed thereto:

"Basic Rent" means for any Basic Rent Payment Date and the Interest Period then ended, an amount equal to interest on the outstanding balance of the Financed Amount at the Interim Schedule Interest Rate for each day of such Interest Period.

"Basic Rent Payment Date" means the 15th calendar day of each month during the Base Term.

"Expenses" means all out-of-pocket fees and costs (including without limitation attorneys' fees and disbursements whether for internal or outside counsel) Lessor incurs in order to collect any amount due under this Interim Financing Schedule, to negotiate or document a workout or restructuring, or to preserve its rights or realize upon any guaranty or other security for the payment of this Interim Financing Schedule.

"Interim Schedule Interest Rate" means a variable rate of interest per annum equal to the sum of (a) the LIBOR Rate (as hereinafter defined) plus (b) two and one half percent (2.50%).

"Interim Schedule Interest Rate" means a variable rate of interest per annum equal to the sum of (a) the LIBOR Rate (as hereinafter defined) **plus** (b) two and one half percent (2.50%).

"Interest Period" means each period during the Base Term commencing on and including a Basic Rent Payment Date and ending on but excluding the next succeeding Basic Rent Payment Date, provided, however that the first Interest Period shall commence on and include the first day of the Base Term, and the final Interest Period will end on but exclude the Interim Schedule Expiration Date.

"LIBOR Rate" means, with respect to an Interest Period, the London interbank offered rate for deposits in United States dollars having a maturity of one (1) month that appears in the "Money Rates" section of The Wall Street Journal, published on the business day immediately preceding such Interest Period. If the LIBOR Rate is no longer published in The Wall Street Journal, (a) Lessor will choose a substitute index, which will be based upon comparable information, and (b) thereafter, such substitute index shall be the "LIBOR Rate" for purposes of this Interim Financing Schedule where reference to The Wall Street Journal is contemplated.

(b) Lessee will remit the Financed Amount, the Expenses, the Basic Rent, any applicable Imposition payments and all other amounts payable under this Lease by mailing such amounts to Lessor at the following address or such other address as Lessor may request from time to time: P.O. Box 79194, Baltimore, Maryland 21279-0194.

(c) **THIS IS A DEMAND INSTRUMENT AND THE FINANCED AMOUNT TOGETHER WITH ALL OTHER AMOUNTS OWING HEREUNDER SHALL BECOME IMMEDIATELY DUE AND PAYABLE UPON DEMAND BY LESSOR, REGARDLESS OF WHETHER AN EVENT OF DEFAULT HAS OCCURRED AND IS CONTINUING. LESSEE ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, THE FINANCING AMOUNT, EXPENSES, THE BASIC RENT AND ANY APPLICABLE IMPOSITION SHALL BE DUE AND PAYABLE TO LESSOR ON DEMAND. WITHOUT THE PRIOR WRITTEN CONSENT OF THE LESSOR THE FINANCED AMOUNT MAY NOT BE PREPAID.**

(d) The **"Late Charge Rate"** is one and one half (1½%) percent per month of the amount in arrears for the period such amount remains unpaid; provided, however, that if such rate exceeds the highest rate permitted by applicable law, then the Late Charge Rate shall be reduced to the highest rate permitted by applicable law.

(e) **Business Day.** If any payment under this Lease becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day. As used in this Section, "Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks in the State of Georgia or Missouri are authorized to close.

(f) Lessor's agreement to purchase and lease the Equipment is conditioned upon Lessor's determination that all of the following, together with all conditions precedent set forth in the Master Lease, have been satisfied: (1) Lessor shall have received good title to the Equipment, free and clear of any and all Liens; (2) to the extent this Lease is not a true lease, but rather a sale and extension of credit, a lease intended as security or other similar arrangement, then Lessor shall have a valid, first priority, perfected security interest in the Equipment, and (3) Lessor shall have received a valid, binding and enforceable guaranty of payment and performance, in form and substance satisfactory to Lessor in its sole discretion (the **"Guaranty"**), from each of the following individuals and/or entities (individually, a **"Guarantor"** and collectively, the **"Guarantors"**): Crestwood Midstream Partners LP. If one or more Guarantors are listed above: Lessor's obligations under this Lease shall be conditioned upon Lessor having received a Guaranty from each Guarantor, and (ii) if a Guarantor is an entity, a certificate from the Secretary or other authorized officer of such Guarantor certifying that such Guarantor is authorized to guaranty the payment and performance of the obligations of Lessee under this Lease and the related Lease Documents, and as to the incumbency and signature of the officers of Guarantor authorized to execute the Guaranty.

(g) As an accommodation, and not as a condition to payment (and without prejudicing the provisions of Section 2 of the Master Lease), Lessee has requested and Lessor has agreed to submit invoices to Lessee with respect to the Basic Rent and other amounts due under this Lease by regular mail at the address provided under the signature line below.

(h) **Insurance.** Lessee shall maintain at all times during the Base Term commercial liability insurance in accordance with the terms of Section 11 of the Lease with a combined single limit per occurrence of not less than \$50,000,000, including \$10,000,000 of environmental liability and with a deductible of not more than \$1,000,000. Lessee shall maintain at all times during the Base Term all-risk property insurance in accordance with the terms of Section 11 of the Lease with a deductible per occurrence of not more than \$500,000.

(i) **Stipulated Loss Value.** Shall mean the Total Invoice Cost times 100%.

4. TITLE; GRANTING CLAUSE.

(a) It is the express intention of the parties that (1) this Lease constitutes a true lease and not a sale or retention of security interest, (2) title to the Equipment at all times shall remain with Lessor, and Lessee shall acquire no interest in the Equipment other than a leasehold interest as lessee hereunder, subject to the terms and conditions of this Lease, and (3) throughout the term of this Lease, Lessee agrees to report the transaction as a lease for federal income tax purposes.

(b) If, notwithstanding the express intention of the parties, a court of competent jurisdiction determines that this Lease is not a true lease, but rather a sale and extension of credit, a lease intended as security or other similar arrangement, then, in order to secure the prompt payment of the Financed Amount, the Expenses, the Basic Rent, any applicable Impositions and all of the other

amounts from time to time outstanding with respect hereto, and the performance and observance by Lessee of all of the provisions hereof and of all of the other Lease Documents, Lessee hereby grants to Lessor a first priority security interest in (1) the Equipment, (2) all related software (embedded therein or otherwise), (3) all substitutions, replacements, repairs, upgrades, additions, accessories and products of the Equipment, and (4) any and all proceeds of any of the foregoing, including any insurance required or maintained under this Lease, and any and all accounts (from the sale or other disposition of the Equipment), payment intangibles and general intangibles, contract rights, inventory, equipment, money, drafts, instruments, subleases, chattel paper, promissory notes, deposit accounts, or other tangible and intangible property of Lessee resulting from the sale (authorized or unauthorized) or other disposition of any of the foregoing, or any portion thereof, and the proceeds of such proceeds. The filing of any UCC financing statements in connection with this Lease is precautionary and shall not be deemed to have any effect on the characterization of this Lease.

(c) If, notwithstanding the express intention of the parties, a court of competent jurisdiction determines that this Lease is not a true lease, but rather a sale and extension of credit, a lease intended as security or other similar arrangement, then, with respect to the Equipment, in addition to all of the other rights and remedies available to Lessor hereunder upon the occurrence of an Event of Default, Lessor shall have all of the rights and remedies of a first priority secured party under Article 9 of the UCC.

(d) Lessee shall defend Lessor's title to the Equipment.

5. **COMMODITY CARRIED.** The Equipment shall only be used for the transportation of crude oil, condensate and natural gas liquids, to the extent consistent with design parameters and regulatory requirements.

6. **END OF LEASE OPTIONS.** Notwithstanding anything to the contrary contained in this Lease, on the Interim Schedule Expiration Date: (a) if the Permanent Schedule is entered into and funded, this Interim Financing Schedule will terminate on the funding date of such Permanent Schedule and Lessee shall pay to Lessor on such funding date an amount equal to the Basic Rent, the Expenses, any applicable Imposition payments and all other amounts due and owing under this Interim Financing Schedule (other than the Financed Amount); or (b) if the Permanent Schedule is not entered into and funded, (1) Lessee shall pay to Lessor in cash or other immediately available funds an amount equal to the sum of the then outstanding Financed Amount, all accrued and unpaid Basic Rent, the Expenses, any applicable Imposition payments and all other amounts due and owing under this Interim Financing Schedule (the "Interim Purchase Price"), and (2) upon Lessee's written request, following Lessor's receipt of the Interim Purchase Price, Lessor shall deliver to Lessee a bill of sale transferring to Lessee all right, title and interest of Lessor in and to the Equipment free and clear of Lessor Liens ON AN "AS IS" "WHERE IS" BASIS, WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND LESSOR EXPRESSLY DISCLAIMS THE SAME.

7. **NO CONFIDENTIALITY.** It is the mutual intent of Lessor and Lessee that the tax structure and tax treatment of the transactions contemplated by this Lease are not confidential and that notwithstanding anything herein to the contrary that each of Lessor and Lessee (and our employees, representatives and agents) may disclose to any and all persons, without limitation of any kind, the tax structure and tax treatment of the transactions contemplated herein such that the transactions will be treated as not having been offered under conditions of confidentiality for purposes of Section 1.6011-4(b)(3) (or any successor provision) of the Treasury Regulations promulgated under Section 6011 of the Code, and any comparable provision in the law of any other jurisdiction. Nothing contained herein precludes Lessee from disclosing to any and all persons, advice given and materials provided by us pertaining to the tax treatment or tax structure of transactions contemplated by this Lease. Such advice is not considered to be "confidential" within the meaning of Section 1.6011-4(b)(3) (or any successor provision) of the Treasury Regulations promulgated under Section 6011 of the Code, as amended, and any comparable provision in the law of any other jurisdiction.

8. **COUNTERPART EXECUTION.** This Interim Financing Schedule may be executed in one or more counterparts, or by any of the parties hereto executing separate counterpart signature pages, all of which shall be deemed to be original counterparts of this Interim Financing Schedule. Each counterpart is an original, with the same effect as if the signatures to this Interim Financing Schedule were on the same instrument. This Interim Financing Schedule may be executed and delivered by facsimile signature or by other electronic means (including Adobe's Portable Document Format). Any such signature shall be of the same force and effect as an original signature. The exchange of this Interim Financing Schedule and related signature pages via facsimile or as an attachment to electronic mail (including Adobe's Portable Document Format) shall constitute effective execution and delivery by the parties and may be used by the parties for all purposes.

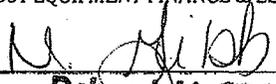
(The remainder of this page is intentionally blank. Signature page follows.)

ORIGINAL

IN WITNESS WHEREOF, Lessor and Lessee have caused this Interim Financing Schedule No. 1 to be duly executed and delivered on the day and year first above written.

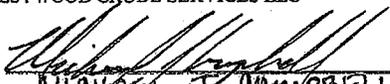
Lessor:

SUNTRUST EQUIPMENT FINANCE & LEASING CORP.

By: 
Name: Deborah V. Gibb
Title: Vice President

Lessee:

CRESTWOOD CRUDE SERVICES LLC

By: 
Name: MICHAEL J. CAMPBELL
Title: SR. VP + CEO

Lessee Billing Address: 700 Louisiana Street, Suite 2060
(Street)
Houston, Texas 77002
(City, State and Zip Code)

(Attention)

The above is to be completed by Lessee. If this section is blank, invoices will be sent by regular mail to the address provided below Lessee's signature in the Master Lease.

THE ONE AND ONLY ORIGINAL OF THIS INTERIM FINANCING SCHEDULE NO. 1 IS MARKED "ORIGINAL" AT THE TOP OF THE PAGE AND SHALL CONSTITUTE THE ONLY CHATTEL PAPER ORIGINAL FOR THE PURPOSES OF ARTICLE 9 OF THE UNIFORM COMMERCIAL CODE. EACH OTHER SIGNED VERSION IS MARKED "DUPLICATE".

**MEMORANDUM OF
INTERIM FINANCING SCHEDULE NO. 1
(Surface Transportation Board)**

THIS MEMORANDUM OF INTERIM FINANCING SCHEDULE NO. 1 dated as of December 24, 2014, is between SUNTRUST EQUIPMENT FINANCE & LEASING CORP. (the "Lessor") and CRESTWOOD CRUDE SERVICES LLC (the "Lessee").

The parties to this Memorandum hereby acknowledge and confirm the following:

A. The Lessee has leased from Lessor certain railcars identified on Schedule 1 attached hereto (the "Equipment") under Interim Financing Schedule No. 1, dated December __, 2014 (the "Schedule"), incorporating therein that certain Railcar Lease Agreement No. 1, dated as of December 21, 2014 (hereinafter, the Schedule as amended, modified, supplemented and or replaced from time to time, the "Lease").

B. Under the Lease, Lessee collaterally assigned, granted, and conveyed to Lessor, a security interest in and lien on all of Lessee's right, title and interest in and to all of the following (whether now existing or hereafter created, the "Collateral"): (i) the Equipment described in such Schedule or otherwise covered thereby, together with all additions, attachments, accessories and accessions thereto; (ii) all subleases, chattel paper, accounts (from the sale or other disposition of the Equipment), security deposits, and general intangibles relating thereto, and any and all substitutions, replacements or exchanges for any such item of Equipment or other collateral, in each such case in which Lessee shall from time to time acquire an interest; and (iii) any and all insurance and/or other proceeds of the Equipment and the other Collateral.

C. The parties hereto wish to show for public record this Memorandum and accordingly have caused this Memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

C. This Memorandum may be executed in counterparts, each such counterpart shall be binding on both parties hereto, notwithstanding that both parties are not signatories to the same counterpart.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed as of the first date herein above written.

I certify that I hold the title set forth below, that this instrument was signed on behalf of CRESTWOOD CRUDE SERVICES LLC by authority of its manager or member and that I acknowledge that the execution of the foregoing instrument was the free act and deed of CRESTWOOD CRUDE SERVICES LLC. I further declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

LESSEE: CRESTWOOD CRUDE SERVICES LLC

By: BRB
Name: **BRAD BACON**
Title: **VICE PRESIDENT & ASSISTANT GENERAL COUNSEL**

I certify that I hold the title set forth below, that this instrument was signed on behalf of SUNTRUST EQUIPMENT FINANCE & LEASING CORP. by authority of its board of directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of SUNTRUST EQUIPMENT FINANCE & LEASING CORP. I further declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

LESSOR: SUNTRUST EQUIPMENT FINANCE & LEASING CORP.

By: D. Gibb
Name: **Deborah V. Gibb**
Title: **Vice President**

SCHEDULE 1

DESCRIPTION OF EQUIPMENT UNDER INTERIM FINANCING SCHEDULE NO. 1

| Number | Description/Type | Mark and Numbers |
|--------|--|---|
| 11 | Newly constructed Trinity Tank Car, Inc. 30,300 gallon, non-coiled and insulated tank cars, stenciled specification DOT111A100W1, and a gross rail load of 286,000 lbs | CCSX 1127 CCSX 1128 CCSX 1130 CCSX 1131 CCSX 1133 CCSX 1134 CCSX 1141 CCSX 1145 CCSX 1146 CCSX 1148 CCSX 1149 |

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: 12/30/14

Edward M Luria
Edward M. Luria