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April 8, 2015

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

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Railcar Schedule No. 002, dated as of March 16, 2015, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Railcar Schedule No. 001 being filed with the Board under Recordation Number 31665.

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:

60 tank railcars within the series CCSX 1006 – CCSX 1176 as more particularly set forth on the attachment to the document.

Section Chief
April 18, 2015
Page 2

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

Memorandum of Railcar Schedule No. 002.

Also enclosed is a check in the amount of \$43.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "E. M. Luria".

for

Edward M. Luria

EML/cem
Enclosures

**MEMORANDUM OF
RAILCAR SCHEDULE NO. 002
(Surface Transportation Board)**

THIS MEMORANDUM OF RAILCAR SCHEDULE NO. 002 dated as of March 16, 2015, 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 Railcar Schedule No. 002, dated March 16, 2015 (the "Schedule"), incorporating therein that certain Railcar Lease Agreement No. 1, dated as of December 29, 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. 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: 

Name:

Title:

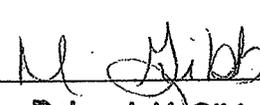
MICHAEL J. CAMPBELL

Sr. Vice-Pres. CFO

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 FINANCE & LEASING CORP.

By: 

Name:

Title:

Deborah V. Gibb

Vice President

SCHEDULE 1

DESCRIPTION OF EQUIPMENT UNDER INTERIM FINANCING SCHEDULE NO. 002

Number	Description/Type	Mark and Numbers
60	Newly constructed Trinity Tank Car, Inc. 30,300 gallon, non- coiled and insulated tank cars, stenciled specification DOT111A100W1	CCSX 1006, CCSX 1009, CCSX 1011, CCSX 1024, CCSX 1026, CCSX 1031, CCSX 1034, CCSX 1036, CCSX 1037, CCSX 1038, CCSX 1039, CCSX 1041, CCSX 1042, CCSX 1043, CCSX 1044, CCSX 1045, CCSX 1046, CCSX 1048, CCSX 1049, CCSX 1050, CCSX 1051, CCSX 1052, CCSX 1055, CCSX 1056, CCSX 1057, CCSX 1058, CCSX 1059, CCSX 1060, CCSX 1062, CCSX 1063, CCSX 1064, CCSX 1066, CCSX 1067, CCSX 1068, CCSX 1070, CCSX 1071, CCSX 1073, CCSX 1074, CCSX 1075, CCSX 1076, CCSX 1079, CCSX 1140, CCSX 1142, CCSX 1143, CCSX 1144, CCSX 1150, CCSX 1151, CCSX 1152, CCSX 1153, CCSX 1154, CCSX 1156, CCSX 1157, CCSX 1158, CCSX 1161, CCSX 1167, CCSX 1171, CCSX 1173, CCSX 1174, CCSX 1175 and CCSX 1176

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: 4/8/15

Edward M Luria
Edward M. Luria