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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

March 5, 2013

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

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Lease Agreement, dated as of March 5, 2013, 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: Fifth Third Equipment Finance Company  
38 Fountain Square Plaza  
MD 10904A  
Cincinnati, Ohio 45263

Lessee: Statoil Marketing & Trading (US) Inc.  
120 Long Ridge Road, Suite 3E01  
Stamford, CT 06902

Section Chief  
March 5, 2013  
Page 2

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

137 tank cars within the series STAX 10330 – STAX 11040 as more particularly set forth in the attachment to the document.

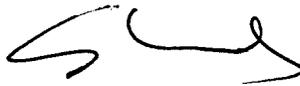
A short summary of the document to appear in the index is:

Memorandum of Lease Agreement.

Also enclosed is a check in the amount of \$42.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

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

Very truly yours,



✓ Edward M. Luria

EML/sem  
Enclosures

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MEMORANDUM OF LEASE AGREEMENT

dated as of March 5, 2013

between

STATOIL MARKETING & TRADING (US) INC.  
as Lessee,

and

FIFTH THIRD EQUIPMENT FINANCE COMPANY  
as Lessor

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## MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of March 5, 2013, by and between FIFTH THIRD EQUIPMENT FINANCE COMPANY ("Lessor") and STATOIL MARKETING & TRADING (US) INC. ("Lessee"), with reference to the following:

1. Lessor has agreed to purchase and lease to Lessee, and Lessee has agreed to lease from Lessor, those certain railcars described on Exhibit No. 1 attached hereto.

All of such railcars are more fully described in that certain Lease Supplement No. 1 dated as of March 5, 2013, executed pursuant to and incorporating the terms of that certain Lease Agreement dated as of March 5, 2013, (together with all of the riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee.

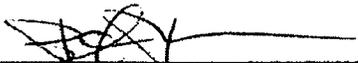
2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

This Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**



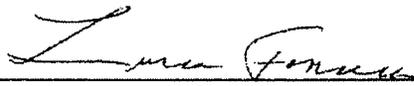
STATOIL MARKETING & TRADING (US) INC.

By:   
Name: **Bent Pedersen**  
Title: **President**

STATE OF CONNECTICUT )  
 ) ss.  
COUNTY OF FAIRFIELD )

On this 4<sup>th</sup> day of March, 2013, before me appeared Bent Pedersen  
the person who signed this instrument, who acknowledged that (s)he is the President of  
Statoil Marketing & Trading (US) Inc. and that, being duly authorized, (s)he signed such  
instrument as a free act on behalf of said corporation.

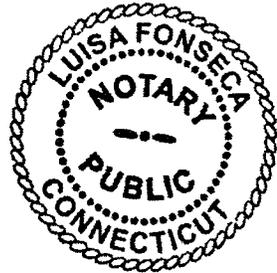
[Seal]

  
Notary Public

My commission expires:

September 30, 2014

LUISA FONSECA  
NOTARY PUBLIC  
State of Connecticut  
My Commission Expires  
September 30, 2014



**EXHIBIT NO. 1  
TO MEMORANDUM OF LEASE AGREEMENT**

**DESCRIPTION OF RAILCARS AND REPORTING MARKS  
137 30Mg non-coiled and non-indicated tank cars**

STAX	10330	STAX	10670	STAX	10713
STAX	10333	STAX	10671	STAX	10714
STAX	10343	STAX	10672	STAX	10715
STAX	10345	STAX	10673	STAX	10716
STAX	10347	STAX	10674	STAX	10717
STAX	10371	STAX	10675	STAX	10718
STAX	10372	STAX	10676	STAX	10719
STAX	10373	STAX	10677	STAX	10720
STAX	10374	STAX	10678	STAX	10721
STAX	10375	STAX	10679	STAX	10722
STAX	10376	STAX	10680	STAX	10723
STAX	10377	STAX	10681	STAX	10724
STAX	10378	STAX	10682	STAX	10725
STAX	10379	STAX	10684	STAX	10726
STAX	10380	STAX	10685	STAX	10727
STAX	10381	STAX	10686	STAX	10728
STAX	10382	STAX	10687	STAX	10729
STAX	10383	STAX	10688	STAX	10730
STAX	10384	STAX	10689	STAX	10731
STAX	10385	STAX	10690	STAX	10733
STAX	10386	STAX	10691	STAX	10735
STAX	10387	STAX	10692	STAX	10737
STAX	10388	STAX	10693	STAX	10738
STAX	10389	STAX	10694	STAX	10739
STAX	10390	STAX	10695	STAX	10740
STAX	10392	STAX	10696	STAX	10741
STAX	10393	STAX	10697	STAX	10742
STAX	10394	STAX	10698	STAX	10743
STAX	10637	STAX	10699	STAX	10744
STAX	10651	STAX	10700	STAX	10749
STAX	10655	STAX	10701	STAX	10751
STAX	10656	STAX	10702	STAX	10752
STAX	10657	STAX	10703	STAX	10976
STAX	10658	STAX	10704	STAX	10977
STAX	10660	STAX	10705	STAX	10978
STAX	10662	STAX	10706	STAX	10979
STAX	10664	STAX	10707	STAX	10982

STAX	10665	STAX	10708	STAX	10983
STAX	10666	STAX	10709	STAX	10985
STAX	10667	STAX	10710	STAX	10986
STAX	10668	STAX	10711	STAX	10987
STAX	10669	STAX	10712	STAX	10988
STAX	11026	STAX	10989		
STAX	11027	STAX	10683		
STAX	11028				
STAX	11031				
STAX	11032				
STAX	11033				
STAX	11035				
STAX	11036				
STAX	11040				

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: 3/5/13

Edward M Luria  
Edward M. Luria