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

February 3, 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 Lease Agreement, dated as of February 3, 2015, a primary document as defined in the Board's Rules for the Recordation of Documents.

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

Lessor:	Banc of America Leasing & Capital, LLC 555 California Street, 4th Floor San Francisco CA 94104
Lessee:	Statoil Marketing & Trading (US) Inc. 120 Long Ridge Road, Suite 3EO1 Stamford, CT 06902

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

105 tank railcars within the series STAX 20053 – STAX 20249 as more particularly set forth on the attachment to the document.

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

Memorandum of Lease Agreement.

Section Chief  
February 3, 2015  
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

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MEMORANDUM OF LEASE AGREEMENT

dated as of February 3, 2015

between

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

and

BANC OF AMERICA LEASING & CAPITAL, LLC  
as Lessor

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## **MEMORANDUM OF LEASE AGREEMENT**

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of February 3, 2015, by and between BANC OF AMERICA LEASING & CAPITAL, LLC ("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 February 3, 2015, executed pursuant to and incorporating the terms of that certain Lease Agreement dated as of February 3, 2015, (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]**

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

BANC OF AMERICA LEASING & CAPITAL, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: **Terri J. Preston**

**Vice President**

STATE OF Maryland )  
 ) ss.  
COUNTY OF Baltimore )

On this 30 day of January, 2015, before me appeared Terri J. Preston, the person who signed this instrument, who acknowledged that (s)he is the Vice President of Banc of America Leasing & Capital, LLC and that, being duly authorized, (s)he signed such instrument as a free act on behalf of said limited liability company.

[Seal]

\_\_\_\_\_  
Notary Public

My commission expires:

8/1, 2018





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

**DESCRIPTION OF RAILCARS AND REPORTING MARKS  
105 28Mg coiled and insulated tank cars**

STAX	20053
STAX	20065
STAX	20066
STAX	20068
STAX	20070
STAX	20080
STAX	20081
STAX	20085
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STAX	20249

**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: February 3, 2015

*Edward M. Luria*

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