

LAWYERS

RECORDATION NO. 21117-B FILED



Davis Wright Tremaine LLP

NOV 30 '06 -6 4 7 PM

SURFACE TRANSPORTATION BOARD

RICHARD J. SCHROEDER  
DIRECT (206) 628-7759  
rickschroeder@dwt.com

2600 CENTURY SQUARE  
1501 FOURTH AVENUE  
SEATTLE, WA 98101-1688

TEL (206) 622-3150  
FAX (206) 628-7699  
www.dwt.com

November 30, 2006

**E-FILING RECORDATION**

Honorable Vernon A. Williams  
Secretary  
Surface Transportation Board  
1925 K Street NW  
Washington, DC 20423



Re: Memorandum of Lease Assignment/Secondary Document to Recordation No. 21117

Dear Secretary Williams:

Enclosed for recordation pursuant to 49 U.S.C. § 11301, is a Memorandum of Lease Assignment, dated as of November 30, 2006, a secondary document as defined in the Board's Rules for the Recordation of Documents. The primary document to which this is connected is recorded under Recordation No. 21117. The enclosed document relates to a Memorandum of Lease Agreement filed December 30, 1997, under Recordation No. 21117 between LaSalle National Leasing Corporation, as Lessor, and Conoco Inc., as Lessee.

We request that the document be recorded under Recordation No. 21117-B.

The enclosed Memorandum of Lease Assignment is an assignment by SunTrust Leasing Corporation ("Assignor") to The Fifth Third Leasing Company ("Assignee") of Lease Schedule No. 1, and the railcars subject thereto.

Honorable Vernon A. Williams  
November 30, 2006  
Page 2

The names and addresses of the parties to the Memorandum of Lease Assignment are:

Assignor:

SunTrust Leasing Corporation  
300 East Joppa Road  
Hamilton Plaza, Suite 700  
Towson, MD 21286

Assignee:

The Fifth Third Leasing Company  
MD 10904A  
38 Fountain Square Plaza  
Cincinnati, Ohio 45263

A description of the equipment covered by the Memorandum of Lease Assignment consists of:

Ninety-two (92) CONX 1000-1025, inclusive, 1027-1043,  
inclusive, 1045-1050, inclusive, 1052, 1056, 1057, 1059, and  
1114-1152, inclusive, together with all attachments, accessories,  
accessions and substitutions thereto.

A fee of \$34.00 is being remitted. Please return one of the originals to:

Richard J. Schroeder  
Davis Wright Tremaine, LLP  
1501 Fourth Avenue, Suite 2600  
Seattle, WA 98101-1688

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

Memorandum of Lease Assignment between SunTrust Leasing  
Corporation, as Assignor, and The Fifth Third Leasing Company,  
as Assignee, covering:

Ninety-two (92) CONX 1000-1025, inclusive, 1027-1043,  
inclusive, 1045-1050, inclusive, 1052, 1056, 1057, 1059, and  
1114-1152, inclusive, together with all attachments, accessories,  
accessions and substitutions thereto.

Honorable Vernon A. Williams  
November 30, 2006  
Page 3

The document does not contain a hereafter acquired clause.

Very truly yours,

Davis Wright Tremaine LLP

A handwritten signature in black ink, appearing to read "Richard J. Schroeder", with a long horizontal flourish extending to the right.

Richard J. Schroeder

Enclosures

NOV 30 '06 -6 4 7 PM

## MEMORANDUM OF LEASE ASSIGNMENT

SURFACE TRANSPORTATION BOARD

THIS MEMORANDUM OF LEASE ASSIGNMENT is made and entered into as of November 30, 2006 between SUNTRUST LEASING CORPORATION ("Assignor") and THE FIFTH THIRD LEASING COMPANY ("Assignee"), with reference to the following:

1. The Lease Documents. SunTrust Leasing Corporation ("Lessor") (assignee to LaSalle National Leasing Corporation) and CONOCOPHILLIPS COMPANY, Delaware Charter Number 0064324 ("Lessee") (successor by merger to Conoco, Inc., Delaware Charter Number 0917525) are parties to that certain Master Railcar Lease Agreement No. 1, dated as of October 27, 1997 (the "Master Lease"), and Lease Schedule No. 1, dated December 30, 1997 ("Schedule No. 1") (the "Assigned Schedule"), whereby Lessor leases to Lessee 30,000 gallon Union Tank rail cars, as more fully described in the Schedule 1 attached hereto and made a part hereof (hereinafter referred to as the "Railcars"). An Assignment of Memorandum of Lease Agreement was recorded with the Surface Transportation Board (the "STB"), with respect to the Assigned Schedule and assigned Recordation No. 21117-A. The Master Lease (solely as it relates to the Assigned Schedule), and the Assigned Schedule, are hereinafter collectively referred to as the "Lease Documents." Capitalized terms used herein without definitions shall have the meanings given them in the Master Lease.

2. The Assignment. Assignor is, effective as of the date hereof: (a) assigning to Assignee, all rights, title, interests and obligations of the Lessor in, under and to the Lease Documents, and Assignee shall be accepting and assuming all of the same, in each such case to the extent attributable to the period commencing on and continuing after the consummation of such assignment and acceptance, pursuant, in part, to that certain Master Assignment Agreement dated as of November 22, 2002 and the Assignment and Specification of Assigned Equipment Schedule dated as of the date hereof, each between Assignor and Assignee; and (b) selling the Railcars to Assignee, and Assignee shall be the owner of the rail cars and Assignor shall have no interest or authority of any nature regarding the Railcars.

3. Counterparts. This Memorandum of Lease Assignment may be executed in any number of counterparts, each of which shall be an original, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the parties hereto has caused this MEMORANDUM OF LEASE ASSIGNMENT to be executed by its duly authorized officer as of the date first above written.

SUNTRUST LEASING CORPORATION  
as Assignor

By:   
Name: Donald S. Keough  
Title: Vice President

THE FIFTH THIRD LEASING COMPANY  
as Assignee

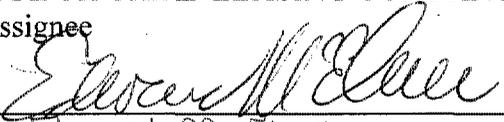
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, each of the parties hereto has caused this MEMORANDUM OF LEASE ASSIGNMENT to be executed by its duly authorized officer as of the date first above written.

SUNTRUST LEASING CORPORATION  
as Assignor

By: \_\_\_\_\_  
Name: Donald S. Keough  
Title: Vice President

THE FIFTH THIRD LEASING COMPANY  
as Assignee

By:   
Name: Edward McEneaney  
Title: VICE PRESIDENT

STATE OF MARYLAND )  
 ) ss.  
COUNTY OF BALTIMORE )

On this the 30th day of November, 2006 before me appeared Donald S. Keough, the person who signed this instrument, who acknowledged that (s)he is the Vice President of SUNTRUST LEASING CORPORATION and that being duly authorized (s)he signed such instrument as a free act of said corporation.

[Seal]

Candice Miranda

Notary Public

My commission expires: June 1, 2008

STATE OF OHIO )  
 ) ss.  
COUNTY OF HAMILTON )

On this \_\_\_ day of November, 2006, before me, a Notary Public in and for the State of Ohio, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that (s)he was authorized to execute the instrument, and acknowledged it as the \_\_\_\_\_ of THE FIFTH THIRD LEASING COMPANY to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of

Ohio, residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

Print Name \_\_\_\_\_

STATE OF MARYLAND )  
 ) ss.  
COUNTY OF BALTIMORE )

On this the 30th day of November, 2006 before me appeared Donald S. Keough, the person who signed this instrument, who acknowledged that (s)he is the Vice President of SUNTRUST LEASING CORPORATION and that being duly authorized (s)he signed such instrument as a free act of said corporation.

[Seal]

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

My commission expires:

STATE OF OHIO )  
 ) ss.  
COUNTY OF HAMILTON )

On this 29<sup>th</sup> day of November, 2006, before me, a Notary Public in and for the State of Ohio, personally appeared Edward McEwen personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that (s)he was authorized to execute the instrument, and acknowledged it as the VICE PRESIDENT of THE FIFTH THIRD LEASING COMPANY to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Jill M. Woods  
\_\_\_\_\_  
Notary Public

My appointment expires \_\_\_\_\_  
Print Name \_\_\_\_\_

**JILL M. WOODS**  
**NOTARY PUBLIC, STATE OF OHIO**  
**MY COMMISSION EXPIRES 06-24-11**

SCHEDULE 1 TO  
MEMORANDUM OF LEASE AGREEMENT

This Schedule 1 is to and a part of that certain Memorandum of Lease Assignment entered into as of November 30, 2006 by SunTrust Leasing Corporation ("Assignor"), as seller, in favor of The Fifth Third Leasing Company, as assignee (the "Memorandum").

The "Railcars" referred to in the Memorandum are comprised of all of the Railcars and other property leased by Assignor to CONOCOPHILLIPS COMPANY, Delaware Charter Number 0064324 (successor by merger to Conoco, Inc., Delaware Charter Number 0917525) ("Lessee") under that certain Master RailCar Lease Agreement No. 1, dated as of October 27, 1997 (the "Master Lease"), and Lease Schedule No. 1, dated December 30, 1997 (the "Assigned Schedule"), entered into between Assignor, as lessor, and Lessee, as lessee, including without limitation:

Ninety-Two (92) Union Rail Tank Car Company 30,000 gallon Union Tank rail cars with Reporting Marks CONX 1000-1025,inclusive,1027-1043, inclusive,1045-1050,inclusive,1052,1056,1057,1059,and 1114-1152, inclusive, together with all attachments, accessories, accessions and substitutions thereto: