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

OF COUNSEL  
URBAN A. LESTER

December 31, 2012

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 December 31, 2012, 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: JPMorgan Chase Bank, N.A.  
1111 Polaris Parkway, Suite A-3  
Mailcode OH1-1085  
Columbus, OH 43240

Lessee: Statoil Marketing & Trading (US) Inc.  
120 Long Ridge Road, Suite 3EO1  
Stamford, CT 06902

Section Chief  
December 31, 2012  
Page 2

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

112 tank cars within the series STAX 10064 – STAX 10310 as more particularly set forth in the attachment to the document.

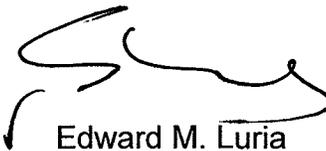
A short summary of the document to appear in the index is:

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 December 31, 2012

between

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

and

JPMORGAN CHASE BANK, N.A.  
as Lessor

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## MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of December 31, 2012, by and between JPMORGAN CHASE BANK, N.A. ("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. 2 dated as of December 31, 2012, executed pursuant to and incorporating the terms of that certain Lease Agreement dated as of November 14, 2012, (together with all of the riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee.

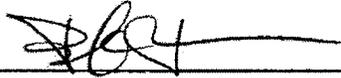
2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

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]**



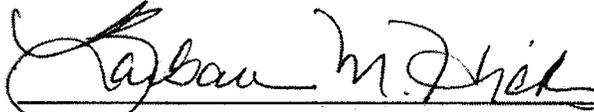
STATOIL MARKETING & TRADING (US) INC.

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

STATE OF Connecticut  
COUNTY OF Fairfield ) ss. Stanford

On this \_\_\_ day of \_\_\_\_\_, 201\_, 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:  
**BARBARA M. HICKS**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES MAR 31, 2015

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

**DESCRIPTION OF RAILCARS AND REPORTING MARKS  
112 30Mg non-coiled and non-indicated tank cars**

STAX	10064	STAX	10186	STAX	10236
STAX	10067	STAX	10189	STAX	10237
STAX	10068	STAX	10190	STAX	10238
STAX	10075	STAX	10191	STAX	10239
STAX	10084	STAX	10192	STAX	10240
STAX	10089	STAX	10193	STAX	10241
STAX	10100	STAX	10194	STAX	10242
STAX	10112	STAX	10195	STAX	10243
STAX	10115	STAX	10197	STAX	10244
STAX	10120	STAX	10199	STAX	10245
STAX	10121	STAX	10200	STAX	10395
STAX	10123	STAX	10201	STAX	10396
STAX	10124	STAX	10202	STAX	10397
STAX	10125	STAX	10203	STAX	10398
STAX	10126	STAX	10204	STAX	10399
STAX	10132	STAX	10205	STAX	10400
STAX	10137	STAX	10207	STAX	10401
STAX	10141	STAX	10209	STAX	10402
STAX	10143	STAX	10210	STAX	10403
STAX	10145	STAX	10211	STAX	10404
STAX	10148	STAX	10212	STAX	10405
STAX	10150	STAX	10213	STAX	10406
STAX	10153	STAX	10214	STAX	10408
STAX	10154	STAX	10215	STAX	10409
STAX	10156	STAX	10216	STAX	10411
STAX	10157	STAX	10217	STAX	10303
STAX	10161	STAX	10218	STAX	10309
STAX	10162	STAX	10219	STAX	10310
STAX	10163	STAX	10220		
STAX	10164	STAX	10221		
STAX	10165	STAX	10222		
STAX	10166	STAX	10224		
STAX	10169	STAX	10225		
STAX	10171	STAX	10226		
STAX	10172	STAX	10227		

STAX	10175	STAX	10228
STAX	10176	STAX	10229
STAX	10177	STAX	10231
STAX	10179	STAX	10232
STAX	10180	STAX	10233
STAX	10181	STAX	10234
STAX	10182	STAX	10235

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: 12/31/12

Edward M Luria  
Edward M. Luria