

ALVORD AND ALVORD PLLC SURFACE TRANSPORTATION BOARD

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January 7, 2016

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 Lease Termination, dated as of January 4, 2016, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease and Assignment previously filed with the Board under Recordation Number 19905.

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

Owner Trustee/Lessor:	Wells Fargo Bank Northwest, N.A. (successor in interest to ATEL Leasing Corporation) 79 South Main Street Salt Lake City, UT 84111
Lessee:	Exxon Mobil Chemical (successor in interest to Mobil Oil Corporation) 13051 Katy Freeway Houston, TX 77079

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

47 liquid petroleum tank cars TERMINATED within the series MBLX 34358 – MBLX 34434 as more particularly set forth on the attachment to the document; and 50 petroleum wax cars TERMINATED: MBLX 27000 – MBLX 27049, inclusive.

Section Chief  
January 7, 2016  
Page 2

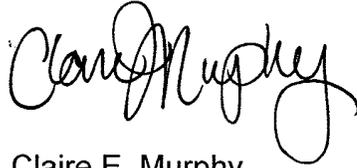
A short summary of the document to appear in the index is:

Lease Termination

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 "Claire E. Murphy". The signature is written in a cursive style with a large, looping "M".

Claire E. Murphy

CEM  
Enclosures

### LEASE TERMINATION

This LEASE TERMINATION dated as of January 4, 2016 is between Wells Fargo Bank Northwest, N.A. (successor in interest to ATEL Leasing Corporation), not in its individual capacity, but solely as Owner Trustee, as "Lessor", and Exxon Mobil Chemical, a division of Exxon Mobil Corporation, successor in interest to Mobil Oil Corporation, as "Lessee."

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement dated as of July 15, 1995 and Equipment Schedule Number 2 dated January 1, 1996, (the "Lease"), and that certain Memorandum of Lease and Assignment dated as of January 15, 1996 (the "Memorandum" together with the Lease referred to as the "Lease Documents"), evidencing the Lease, which was recorded with the Interstate Commerce Commission (the "Commission") on January 23, 1996 under Recordation No. 19905 with respect to the railroad equipment described therein and on Exhibit A attached hereto (the "Equipment"), and which was recorded with the Registrar of Canada on January 23, 1996 under Document Key 2126;

WHEREAS, the rights, interests and obligations of Lessor and Lessee to each other under the Lease Documents have been fulfilled with respect to the Equipment; and

WHEREAS, Lessor and Lessee have agreed to terminate the Lease Documents.

NOW, THEREFORE, in consideration of the premises, Lessor and Lessee hereby acknowledge and confirm for the public record the termination of the Lease Documents, and all rights and obligations arising under the Lease Documents with respect to the Equipment.

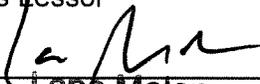
This Lease Termination shall inure to the benefit of, be binding upon, and be enforceable by the parties hereto and their respective successors and permitted assigns.

This Lease Termination may be executed in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Lessor and Lessee have executed or caused this Lease Termination to be duly executed as of the date first above written.

Wells Fargo Bank Northwest, N.A., not in its individual capacity, but solely as Owner Trustee,

as Lessor

By:  \_\_\_\_\_  
Lane Molen

Its: Assistant Vice President

ExxonMobil Global Services Company on behalf of  
ExxonMobil Chemical a Division of ExxonMobil  
Corporation,  
as Lessee

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

Its: \_\_\_\_\_

IN WITNESS WHEREOF, Lessor and Lessee have executed or caused this Lease Termination to be duly executed as of the date first above written.

Wells Fargo Bank Northwest, N.A., not in its individual capacity, but solely as Owner Trustee,  
as Lessor

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

Its: \_\_\_\_\_

ExxonMobil Global Services Company on behalf of  
ExxonMobil Chemical a Division of ExxonMobil  
Corporation,  
as Lessee

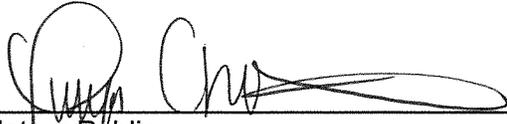
By: *Am. L. Matt*

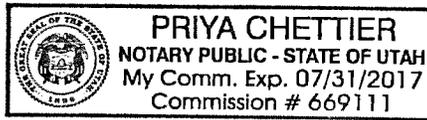
Its: *Procurement Specialist*

STATE OF Utah)

County of **Salt Lake** ) ss.  
)

On this 10<sup>th</sup> day of January, 2016, before me appeared Lane Molen, the person who signed this instrument, who acknowledged that he is the AVP of Wells Fargo Bank Northwest, N.A., and that, being duly authorized, (s)he signed such instrument as a free act on behalf of said corporation.

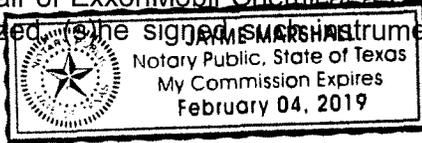
  
\_\_\_\_\_  
Notary Public



STATE OF Texas )  
 ) ss.  
County of Harris )

December, 2015

On this 21 day of ~~January, 2016~~, before me appeared Alex W. Mott, the person who signed this instrument, who acknowledged that (s)he is the Procurement Specialist of ExxonMobil Global Services Company signing on behalf of ExxonMobil Chemical a Division of ExxonMobil Corporation, and that, being duly authorized, (s)he signed this instrument as a free act on behalf of said corporation.



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

My Commission expires February 4, 2019

EXHIBIT A

**EXHIBIT A**  
**PERMANENT EQUIPMENT SCHEDULE NO. 2**  
to Master Lease Agreement dated as of July 15, 1995 ("Lease")  
between ATEL Leasing Corporation ("Lessor")  
and Mobil Oil Corporation ("Lessee")

No. of Cars	Manufacturer	Description	DOT Specification	Equip. No.	Equipment Cost	Freight & Other Costs	Total Equipment Cost
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Accept 2-2 (November 15, 1995)

1	Trinity Industries, Inc.	Liquid Petroleum Tank Car	112J340W	MBLX 34358	\$75,500	\$1,156.00	\$76,656.00
2	Trinity Industries, Inc.	Liquid Petroleum Tank Car	112J340W	MBLX 34359	\$75,500	\$1,156.00	\$76,656.00
3	Trinity Industries, Inc.	Liquid Petroleum Tank Car	112J340W	MBLX 34362	\$75,500	\$1,156.00	\$76,656.00
4	Trinity Industries, Inc.	Liquid Petroleum Tank Car	112J340W	MBLX 34366	\$75,500	\$1,156.00	\$76,656.00
5	Trinity Industries, Inc.	Liquid Petroleum Tank Car	112J340W	MBLX 34370	\$75,500	\$1,156.00	\$76,656.00
6	Trinity Industries, Inc.	Liquid Petroleum Tank Car	112J340W	MBLX 34371	\$75,500	\$1,156.00	\$76,656.00
7	Trinity Industries, Inc.	Liquid Petroleum Tank Car	112J340W	MBLX 34372	\$75,500	\$1,156.00	\$76,656.00
8	Trinity Industries, Inc.	Liquid Petroleum Tank Car	112J340W	MBLX 34373	\$75,500	\$1,156.00	\$76,656.00
9	Trinity Industries, Inc.	Liquid Petroleum Tank Car	112J340W	MBLX 34375	\$75,500	\$1,156.00	\$76,656.00
10	Trinity Industries, Inc.	Liquid Petroleum Tank Car	112J340W	MBLX 34379	\$75,500	\$1,156.00	\$76,656.00
11	Trinity Industries, Inc.	Liquid Petroleum Tank Car	112J340W	MBLX 34382	\$75,500	\$1,156.00	\$76,656.00
12	Trinity Industries, Inc.	Liquid Petroleum Tank Car	112J340W	MBLX 34383	\$75,500	\$1,156.00	\$76,656.00
13	Trinity Industries, Inc.	Liquid Petroleum Tank Car	112J340W	MBLX 34384	\$75,500	\$1,156.00	\$76,656.00
14	Trinity Industries, Inc.	Liquid Petroleum Tank Car	112J340W	MBLX 34385	\$75,500	\$1,156.00	\$76,656.00
15	Trinity Industries, Inc.	Liquid Petroleum Tank Car	112J340W	MBLX 34386	\$75,500	\$1,156.00	\$76,656.00
16	Trinity Industries, Inc.	Liquid Petroleum Tank Car	112J340W	MBLX 34387	\$75,500	\$1,156.00	\$76,656.00
17	Trinity Industries, Inc.	Liquid Petroleum Tank Car	112J340W	MBLX 34389	\$75,500	\$1,156.00	\$76,656.00
18	Trinity Industries, Inc.	Liquid Petroleum Tank Car	112J340W	MBLX 34390	\$75,500	\$1,156.00	\$76,656.00
19	Trinity Industries, Inc.	Liquid Petroleum Tank Car	112J340W	MBLX 34391	\$75,500	\$1,156.00	\$76,656.00
20	Trinity Industries, Inc.	Liquid Petroleum Tank Car	112J340W	MBLX 34392	\$75,500	\$1,156.00	\$76,656.00
21	Trinity Industries, Inc.	Liquid Petroleum Tank Car	112J340W	MBLX 34393	\$75,500	\$1,156.00	\$76,656.00
22	Trinity Industries, Inc.	Liquid Petroleum Tank Car	112J340W	MBLX 34394	\$75,500	\$1,156.00	\$76,656.00
23	Trinity Industries, Inc.	Liquid Petroleum Tank Car	112J340W	MBLX 34395	\$75,500	\$1,156.00	\$76,656.00
24	Trinity Industries, Inc.	Liquid Petroleum Tank Car	112J340W	MBLX 34396	\$75,500	\$1,156.00	\$76,656.00
25	Trinity Industries, Inc.	Liquid Petroleum Tank Car	112J340W	MBLX 34397	\$75,500	\$1,156.00	\$76,656.00
26	Trinity Industries, Inc.	Liquid Petroleum Tank Car	112J340W	MBLX 34399	\$75,500	\$1,156.00	\$76,656.00
27	Trinity Industries, Inc.	Liquid Petroleum Tank Car	112J340W	MBLX 34400	\$75,500	\$1,156.00	\$76,656.00
28	Trinity Industries, Inc.	Liquid Petroleum Tank Car	112J340W	MBLX 34401	\$75,500	\$1,156.00	\$76,656.00
29	Trinity Industries, Inc.	Liquid Petroleum Tank Car	112J340W	MBLX 34403	\$75,500	\$1,156.00	\$76,656.00

**EXHIBIT A**  
**PERMANENT EQUIPMENT SCHEDULE NO. 2**  
to Master Lease Agreement dated as of July 15, 1995 ("Lease")  
between ATEL Leasing Corporation ("Lessor")  
and Mobil Oil Corporation ("Lessee")

No. of Cars	Manufacturer	Description	DOT Specification	Car No.	Equipment Cost	Freight & Other Costs	Total Equipment Cost
30	Trinity Industries, Inc.	Liquid Petroleum Tank Car	112J340W	MBLX 34405	\$75,500	\$1,156.00	\$76,656.00
31	Trinity Industries, Inc.	Liquid Petroleum Tank Car	112J340W	MBLX 34407	\$75,500	\$1,156.00	\$76,656.00
32	Trinity Industries, Inc.	Liquid Petroleum Tank Car	112J340W	MBLX 34408	\$75,500	\$1,156.00	\$76,656.00
33	Trinity Industries, Inc.	Liquid Petroleum Tank Car	112J340W	MBLX 34409	\$75,500	\$1,156.00	\$76,656.00
34	Trinity Industries, Inc.	Liquid Petroleum Tank Car	112J340W	MBLX 34410	\$75,500	\$1,156.00	\$76,656.00
35	Trinity Industries, Inc.	Liquid Petroleum Tank Car	112J340W	MBLX 34411	\$75,500	\$1,156.00	\$76,656.00
36	Trinity Industries, Inc.	Liquid Petroleum Tank Car	112J340W	MBLX 34412	\$75,500	\$1,156.00	\$76,656.00
37	Trinity Industries, Inc.	Liquid Petroleum Tank Car	112J340W	MBLX 34413	\$75,500	\$1,156.00	\$76,656.00
38	Trinity Industries, Inc.	Liquid Petroleum Tank Car	112J340W	MBLX 34415	\$75,500	\$1,156.00	\$76,656.00
39	Trinity Industries, Inc.	Liquid Petroleum Tank Car	112J340W	MBLX 34416	\$75,500	\$1,156.00	\$76,656.00
40	Trinity Industries, Inc.	Liquid Petroleum Tank Car	112J340W	MBLX 34419	\$75,500	\$1,156.00	\$76,656.00
41	Trinity Industries, Inc.	Liquid Petroleum Tank Car	112J340W	MBLX 34420	\$75,500	\$1,156.00	\$76,656.00
42	Trinity Industries, Inc.	Liquid Petroleum Tank Car	112J340W	MBLX 34424	\$75,500	\$1,156.00	\$76,656.00
43	Trinity Industries, Inc.	Liquid Petroleum Tank Car	112J340W	MBLX 34426	\$75,500	\$1,156.00	\$76,656.00
44	Trinity Industries, Inc.	Liquid Petroleum Tank Car	112J340W	MBLX 34427	\$75,500	\$1,156.00	\$76,656.00
45	Trinity Industries, Inc.	Liquid Petroleum Tank Car	112J340W	MBLX 34428	\$75,500	\$1,156.00	\$76,656.00
46	Trinity Industries, Inc.	Liquid Petroleum Tank Car	112J340W	MBLX 34430	\$75,500	\$1,156.00	\$76,656.00
47	Trinity Industries, Inc.	Liquid Petroleum Tank Car	112J340W	MBLX 34434	\$75,500	\$1,156.00	\$76,656.00
					\$3,548,500	\$54,332.00	\$3,602,832.00
Accept 2-2	(November 15, 1995)						
1	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27000	\$58,900	\$543.00	\$59,443.00
2	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27001	\$58,900	\$543.00	\$59,443.00
3	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27002	\$58,900	\$543.00	\$59,443.00
4	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27003	\$58,900	\$543.00	\$59,443.00
<del>5</del>	<del>Trinity Industries, Inc.</del>	<del>Petroleum Wax Car</del>	<del>111A100W1</del>	<del>MBLX 27004</del>	<del>\$58,900</del>	<del>\$543.00</del>	<del>\$59,443.00</del>
6	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27005	\$58,900	\$543.00	\$59,443.00
7	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27006	\$58,900	\$543.00	\$59,443.00
8	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27007	\$58,900	\$543.00	\$59,443.00
9	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27008	\$58,900	\$543.00	\$59,443.00
10	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27009	\$58,900	\$543.00	\$59,443.00
11	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27010	\$58,900	\$543.00	\$59,443.00

**EXHIBIT A**  
**PERMANENT EQUIPMENT SCHEDULE NO. 2**  
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and Mobil Oil Corporation ("Lessee")

No. of Cars	Manufacturer	Description	DOT Specification	Car No.	Equipment Cost	Freight & Other Costs	Total Equipment Cost
12	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27011	\$58,900	\$543.00	\$59,443.00
13	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27012	\$58,900	\$543.00	\$59,443.00
14	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27013	\$58,900	\$543.00	\$59,443.00
15	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27014	\$58,900	\$543.00	\$59,443.00
16	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27015	\$58,900	\$543.00	\$59,443.00
17	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27016	\$58,900	\$543.00	\$59,443.00
18	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27017	\$58,900	\$543.00	\$59,443.00
19	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27018	\$58,900	\$543.00	\$59,443.00
20	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27019	\$58,900	\$543.00	\$59,443.00
21	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27020	\$58,900	\$543.00	\$59,443.00
22	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27021	\$58,900	\$543.00	\$59,443.00
23	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27022	\$58,900	\$543.00	\$59,443.00
24	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27023	\$58,900	\$543.00	\$59,443.00
25	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27024	\$58,900	\$543.00	\$59,443.00
26	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27025	\$58,900	\$543.00	\$59,443.00
27	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27026	\$58,900	\$543.00	\$59,443.00
28	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27027	\$58,900	\$543.00	\$59,443.00
29	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27028	\$58,900	\$543.00	\$59,443.00
30	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27029	\$58,900	\$543.00	\$59,443.00
31	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27030	\$58,900	\$543.00	\$59,443.00
32	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27031	\$58,900	\$543.00	\$59,443.00
33	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27032	\$58,900	\$543.00	\$59,443.00
34	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27033	\$58,900	\$543.00	\$59,443.00
35	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27034	\$58,900	\$543.00	\$59,443.00
36	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27035	\$58,900	\$543.00	\$59,443.00
37	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27036	\$58,900	\$543.00	\$59,443.00
38	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27037	\$58,900	\$543.00	\$59,443.00
39	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27038	\$58,900	\$543.00	\$59,443.00
40	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27039	\$58,900	\$543.00	\$59,443.00
41	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27040	\$58,900	\$543.00	\$59,443.00
42	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27041	\$58,900	\$543.00	\$59,443.00

**EXHIBIT A**  
**PERMANENT EQUIPMENT SCHEDULE NO. 2**  
to Master Lease Agreement dated as of July 15, 1995 ("Lease")  
between ATEL Leasing Corporation ("Lessor")  
and Mobil Oil Corporation ("Lessee")

No. of Cars	Manufacturer	Description	DOT Specification	Car No.	Equipment Cost	Freight & Other Costs	Total Equipment Cost
43	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27042	\$58,900	\$543.00	\$59,443.00
44	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27043	\$58,900	\$543.00	\$59,443.00
45	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27044	\$58,900	\$543.00	\$59,443.00
46	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27045	\$58,900	\$543.00	\$59,443.00
47	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27046	\$58,900	\$543.00	\$59,443.00
48	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27047	\$58,900	\$543.00	\$59,443.00
49	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27048	\$58,900	\$543.00	\$59,443.00
50	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27049	\$58,900	\$543.00	\$59,443.00
					<u>\$2,945,000</u>	<u>\$27,150.00</u>	<u>\$2,972,150.00</u>
Schedule No. 3 Equipment							
GRAND TOTALS					<u>\$6,493,500</u>	<u>\$81,482</u>	<u>\$6,574,982</u>

**CERTIFICATION**

I, Claire E. Murphy, an attorney licensed to practice in the State of New York and the State of New Jersey, 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: January 7, 2016

  
\_\_\_\_\_  
Claire E. Murphy