

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
1050 SEVENTEENTH STREET, N.W.  
SUITE 301  
WASHINGTON, D.C.  
20036  
(202) 393-2266  
FAX (202) 393-2156  
E-MAIL alvordlaw@aol.com

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

OF COUNSEL  
URBAN A. LESTER

September 5, 2002

RECORDATION NO. 19936 - D FILED

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

SEP 5 '02 4-08PM

SURFACE TRANSPORTATION BOARD

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Instrument of Assumption and Resignation, dated as of August 30, 2002, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Mobil Oil Corporation Trust 96-1 which was previously filed with the Board under Recordation Number 19936.

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

Old Owner Trustee: ATEL Leasing Corporation  
(Assignor) 235 Pine Street  
San Francisco, CA 94104

New Owner Trustee: Wells Fargo Bank Northwest, N.A.  
(Assignee) 79 South Main Street  
Salt Lake City, CA 94104

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

Schedule 4: 66 railcars within the series MBLX 27052 – MBLX 27149

Mr. Vernon A. Williams  
September 5, 2002  
Page Two

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

Memorandum of Instrument of Assumption and Resignation

Also enclosed is a check in the amount of \$30.00 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,



Robert W. Alvord

RWA/anr  
Enclosures

SEP 5 '02 4-08PM

MEMORANDUM OF INSTRUMENT OF ASSUMPTION AND RESIGNATION  
SURFACE TRANSPORTATION BOARD

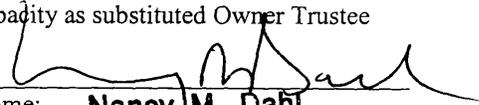
Memorandum of Instrument of Assumption and Resignation made and entered into as of AUGUST 30, 2002, by and among ATEL LEASING CORPORATION, as Owner Trustee, WELLS FARGO BANK NORTHWEST, N.A., as New Trustee, ATEL CASH DISTRIBUTION FUND VI, L.P., as Old Trustor, and JOHN HANCOCK LEASING CORPORATION, as New Trustor.

The undersigned have entered into that certain Instrument of Assumption and Resignation, dated as of AUGUST 30, 2002, under which ATEL Leasing Corporation ("Owner Trustee"), not in its individual capacity but as owner trustee under that certain Mobil Oil Corporation Trust 96-1 (the "Trust") established pursuant to that certain Trust Agreement dated as of December 29, 1995, between ATEL Leasing Corporation, as Owner Trustee, and ATEL Leasing Corporation as Initial Trustor, resigned as owner trustee of the Trust effective AUGUST 30, 2002 and Wells Fargo Bank Northwest, N.A., was appointed, not in its individual capacity but as substitute owner trustee of the Trust (in such capacity, "New Trustee"), and New Trustee assumed all of Owner Trustee's right, title, interest in and under the Trust and all obligations to be performed as owner trustee under the Trust after such date including all of Owner Trustee's right, title and interest in and to that railroad equipment described on Exhibit A hereto and such obligations under those agreements identified on Exhibit B hereto including but not limited to those to Thrivent Financial for Lutherans, f/k/a Aid Association for Lutherans.

WITNESS WHEREOF, the parties hereto have each caused this Memorandum to be duly executed by their respective duly authorized officers as of the date and year first above written.

NEW TRUSTEE:

WELLS FARGO BANK NORTHWEST, N. A., in its capacity as substituted Owner Trustee

By:   
Name: Nancy M. Dahl  
Title: Vice President

OWNER TRUSTEE:

ATEL LEASING CORPORATION, in its capacity as former Owner Trustee

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

MEMORANDUM OF INSTRUMENT OF ASSUMPTION AND RESIGNATION

Memorandum of Instrument of Assumption and Resignation made and entered into as of August 30, 2002, by and among ATEL LEASING CORPORATION, as Owner Trustee, WELLS FARGO BANK NORTHWEST, N.A., as New Trustee, ATEL CASH DISTRIBUTION FUND VI, L.P., as Old Trustor, and JOHN HANCOCK LEASING CORPORATION, as New Trustor.

The undersigned have entered into that certain Instrument of Assumption and Resignation, dated as of August 30, 2002, under which ATEL Leasing Corporation ("Owner Trustee"), not in its individual capacity but as owner trustee under that certain Mobil Oil Corporation Trust 96-1 (the "Trust") established pursuant to that certain Trust Agreement dated as of December 29, 1995, between ATEL Leasing Corporation, as Owner Trustee, and ATEL Leasing Corporation as Initial Trustor, resigned as owner trustee of the Trust effective August 30, 2002 and Wells Fargo Bank Northwest, N.A., was appointed, not in its individual capacity but as substitute owner trustee of the Trust (in such capacity, "New Trustee"), and New Trustee assumed all of Owner Trustee's right, title, interest in and under the Trust and all obligations to be performed as owner trustee under the Trust after such date including all of Owner Trustee's right, title and interest in and to that railroad equipment described on Exhibit A hereto and such obligations under those agreements identified on Exhibit B hereto including but not limited to those to Thrivent Financial for Lutherans, f/k/a Aid Association for Lutherans.

WITNESS WHEREOF, the parties hereto have each caused this Memorandum to be duly executed by their respective duly authorized officers as of the date and year first above written.

NEW TRUSTEE:

WELLS FARGO BANK NORTHWEST, N. A., in its capacity as substituted Owner Trustee

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

OWNER TRUSTEE:

ATEL LEASING CORPORATION, in its capacity as former Owner Trustee

By: Vasco H. Morais  
Name: Vasco H. Morais, Esq.  
Title: Senior Vice President

NEW TRUSTOR:

JOHN HANCOCK LEASING CORPORATION

By: David Santom  
Name: DAVID SANTOM  
Title: VICE PRESIDENT

OLD TRUSTOR

ATEL Cash Distribution Fund V, L.P.

By: ATEL Financial Services, LLC, its GP

By: ATEL Leasing Corporation, its Managing  
Member

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

NEW TRUSTOR:

JOHN HANCOCK LEASING CORPORATION

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

OLD TRUSTOR

ATEL Cash Distribution Fund VI, L.P.

By: ATEL Financial Services, LLC, its GP

By: ATEL Leasing Corporation, its Managing  
Member

By: Vasco H. Morais  
Name: **Vasco H. Morais, Esq.**  
Title: **Senior Vice President**

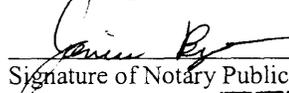
State of Utah}

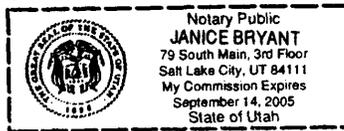
SS.

County of Salt Lake}

Subscribed and sworn to before me this 30 day of August, 2002, by

Nancy M. Dahl  
Name of Signer(s)

  
Signature of Notary Public



(Notarial Seal)

*(This Notary Jurat is an attachment to Memorandum of Instrument of Assumption and Resignation*

*dated 8/30/02)*

State of \_\_\_\_\_}

SS.

County of \_\_\_\_\_}

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by

\_\_\_\_\_  
Name of Signer(s)

\_\_\_\_\_  
Signature of Notary Public

(Notarial Seal)

*(This Notary Jurat is an attachment to Memorandum of Instrument of Assumption and Resignation*

*dated \_\_\_\_\_)*

State of California }

SS.

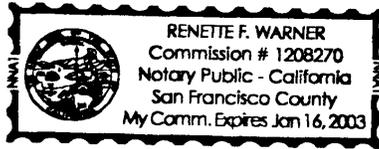
County of San Francisco }

Subscribed and sworn to (or affirmed) before me this 30<sup>th</sup> day of August, 2002, by

Vasco H. Marmis  
Name of Signer(s)

Renette F. Warner  
Signature of Notary Public

(Notarial Seal)



*(This Notary Jurat is an attachment to Memorandum of Instrument of Assumption and Resignation*

*dated 8/30/02)*

State of \_\_\_\_\_ }

SS.

County of \_\_\_\_\_ }

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by

\_\_\_\_\_  
Name of Signer(s)

\_\_\_\_\_  
Signature of Notary Public

(Notarial Seal)

*(This Notary Jurat is an attachment to Memorandum of Instrument of Assumption and Resignation*

*dated \_\_\_\_\_)*

COMMONWEALTH OF MASSACHUSETTS)

) ss.:

COUNTY OF SUFFOLK)

On the 30 day of August, 2002, before me, the undersigned, a notary public in and for said state, personally appeared David J. Santom, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as Vice President of John Hancock Leasing Corporation, and that by his signature on the instrument, the individual, or the person or entity upon behalf of which the individual acted, executed the instrument.

  
Notary Public

JANIS L. GENCHAUSKI  
Notary Public  
My Commission Expires December 3, 2004

Exhibit A  
Railroad Equipment

Equipment Leased Under Equipment Schedule No. 3 by ExxonMobil Oil Corporation  
Mobil Oil Corporation Trust 96-1

No.	Lease No.	Manufacturer	Equipment Description	Model	Serial No.	Rent	OFC	Maturity
1	06MOBI2003	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112340W	MBLX34253	253.30	76,090.00	1/1/16
2	06MOBI2003	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112340W	MBLX34262	253.30	76,090.00	1/1/16
3	06MOBI2003	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112340W	MBLX34265	252.54	75,865.00	1/1/16
4	06MOBI2003	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112340W	MBLX34271	252.54	75,865.00	1/1/16
5	06MOBI2003	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112340W	MBLX34272	252.54	75,865.00	1/1/16
6	06MOBI2003	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112340W	MBLX34274	252.54	75,865.00	1/1/16
7	06MOBI2003	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112340W	MBLX34275	252.54	75,865.00	1/1/16
8	06MOBI2003	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112340W	MBLX34276	252.54	75,865.00	1/1/16
9	06MOBI2003	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112340W	MBLX34277	252.55	75,865.00	1/1/16
10	06MOBI2003	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112340W	MBLX34278	252.55	75,865.00	1/1/16
11	06MOBI2003	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112340W	MBLX34279	252.55	75,865.00	1/1/16
12	06MOBI2003	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112340W	MBLX34280	252.55	75,865.00	1/1/16
13	06MOBI2003	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112340W	MBLX34281	252.55	75,865.00	1/1/16
14	06MOBI2003	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112340W	MBLX34282	252.55	75,865.00	1/1/16
15	06MOBI2003	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112340W	MBLX34283	252.55	75,865.00	1/1/16
16	06MOBI2003	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112340W	MBLX34284	252.55	75,865.00	1/1/16
17	06MOBI2003	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112340W	MBLX34285	252.55	75,865.00	1/1/16
18	06MOBI2003	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112340W	MBLX34286	252.55	75,865.00	1/1/16
19	06MOBI2003	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112340W	MBLX34287	252.55	75,865.00	1/1/16
20	06MOBI2003	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112340W	MBLX34288	252.55	75,865.00	1/1/16
21	06MOBI2003	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112340W	MBLX34289	252.55	75,865.00	1/1/16
22	06MOBI2003	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112340W	MBLX34290	252.55	75,865.00	1/1/16
23	06MOBI2003	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112340W	MBLX34291	252.55	75,865.00	1/1/16
24	06MOBI2003	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112340W	MBLX34292	253.15	76,044.00	1/1/16
25	06MOBI2003	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112340W	MBLX34293	253.15	76,044.00	1/1/16
26	06MOBI2003	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112340W	MBLX34294	252.55	75,865.00	1/1/16
27	06MOBI2003	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112340W	MBLX34295	252.55	75,865.00	1/1/16
28	06MOBI2003	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112340W	MBLX34296	252.55	75,865.00	1/1/16
29	06MOBI2003	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112340W	MBLX34297	253.14	76,044.00	1/1/16
30	06MOBI2003	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112340W	MBLX34298	253.14	76,044.00	1/1/16
31	06MOBI2003	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112340W	MBLX34299	252.55	75,865.00	1/1/16
32	06MOBI2003	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112340W	MBLX34300	253.14	76,044.00	1/1/16
33	06MOBI2003	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112340W	MBLX34303	253.14	76,044.00	1/1/16
34	06MOBI2003	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112340W	MBLX34305	253.14	76,044.00	1/1/16
35	06MOBI2003	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112340W	MBLX34306	253.14	76,044.00	1/1/16
36	06MOBI2003	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112340W	MBLX34307	253.14	76,044.00	1/1/16
37	06MOBI2003	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112340W	MBLX34308	253.14	76,044.00	1/1/16
38	06MOBI2003	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112340W	MBLX34309	253.14	76,044.00	1/1/16
39	06MOBI2003	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112340W	MBLX34309	253.14	76,044.00	1/1/16

Equipment Leased Under Equipment Schedule No. 3 by ExxonMobil Oil Corporation  
 Mobil Oil Corporation Trust 96-1

No.	Lease No.	Manufacturer	Equipment Description	Model	Serial No.	Rent	OSC	Maturity Date
40	06MOBI2003	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112J340W	MBLX34310	253.14	76,044.00	1/1/16
41	06MOBI2003	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112J340W	MBLX34312	253.14	76,044.00	1/1/16
42	06MOBI2003	ACE INDUSTRIES	26,000 GALLON ECI TANK CAR	111A100W1	MBLX2706	321.06	96,448.00	1/1/16
43	06MOBI2003	ACE INDUSTRIES	26,000 GALLON ECI TANK CAR	111A100W1	MBLX2707	321.06	96,448.00	1/1/16
44	06MOBI2003	ACE INDUSTRIES	26,000 GALLON ECI TANK CAR	111A100W1	MBLX2708	321.06	96,448.00	1/1/16
45	06MOBI2003	ACE INDUSTRIES	26,000 GALLON ECI TANK CAR	111A100W1	MBLX2709	321.06	96,448.00	1/1/16
46	06MOBI2003	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112J340W	MBLX34273	253.14	76,044.00	1/1/16
47	06MOBI2003	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112J340W	MBLX34301	253.14	76,044.00	1/1/16
48	06MOBI2003	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112J340W	MBLX34302	253.14	76,044.00	1/1/16
49	06MOBI2003	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112J340W	MBLX34311	253.14	76,044.00	1/1/16
50	06MOBI2003	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112J340W	MBLX34313	253.14	76,044.00	1/1/16
51	06MOBI2003	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112J340W	MBLX34315	253.14	76,044.00	1/1/16
52	06MOBI2003	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112J340W	MBLX34316	253.14	76,044.00	1/1/16
53	06MOBI2003	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112J340W	MBLX34317	253.14	76,044.00	1/1/16
54	06MOBI2003	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112J340W	MBLX34318	253.14	76,044.00	1/1/16
55	06MOBI2003	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112J340W	MBLX34319	253.14	76,044.00	1/1/16
56	06MOBI2003	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112J340W	MBLX34320	253.14	76,044.00	1/1/16
57	06MOBI2003	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112J340W	MBLX34321	253.14	76,044.00	1/1/16
58	06MOBI2003	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112J340W	MBLX34322	253.14	76,044.00	1/1/16
59	06MOBI2003	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112J340W	MBLX34323	253.14	76,044.00	1/1/16
60	06MOBI2003	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112J340W	MBLX34324	253.14	76,044.00	1/1/16
61	06MOBI2003	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112J340W	MBLX34325	253.14	76,044.00	1/1/16
62	06MOBI2003	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112J340W	MBLX34326	253.14	76,044.00	1/1/16
63	06MOBI2003	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112J340W	MBLX34327	253.14	76,044.00	1/1/16
64	06MOBI2003	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112J340W	MBLX34328	253.14	76,044.00	1/1/16
65	06MOBI2003	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112J340W	MBLX34329	253.14	76,044.00	1/1/16
66	06MOBI2003	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112J340W	MBLX34330	253.14	76,044.00	1/1/16
67	06MOBI2003	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112J340W	MBLX34331	253.14	76,044.00	1/1/16
68	06MOBI2003	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112J340W	MBLX34332	253.14	76,044.00	1/1/16
69	06MOBI2003	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112J340W	MBLX34333	253.14	76,044.00	1/1/16
70	06MOBI2003	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112J340W	MBLX34334	253.14	76,044.00	1/1/16
71	06MOBI2003	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112J340W	MBLX34335	253.14	76,044.00	1/1/16
72	06MOBI2003	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112J340W	MBLX34336	253.14	76,044.00	1/1/16
73	06MOBI2003	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112J340W	MBLX34337	253.14	76,044.00	1/1/16
74	06MOBI2003	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112J340W	MBLX34338	253.14	76,044.00	1/1/16
75	06MOBI2003	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112J340W	MBLX34339	253.14	76,044.00	1/1/16
76	06MOBI2003	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112J340W	MBLX34340	253.14	76,044.00	1/1/16
77	06MOBI2003	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112J340W	MBLX34341	253.14	76,044.00	1/1/16
78	06MOBI2003	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112J340W	MBLX34342	253.14	76,044.00	1/1/16

Equipment Leased Under Equipment Schedule No. 3 by ExxonMobil Oil Corporation  
Mobil Oil Corporation Trust 96-1

No.	Lease No.	Manufacturer	Equipment Description	Model	Serial No.	Rent	OEC	Maturity
79	06MOB12003	UNION TANK CAR	33,000-GAL LIQ.PETROLEUM TANK CAR	112340W	MBLX34343	253.14	76,044.00	1/1/16
80	06MOB12003	UNION TANK CAR	33,000-GAL LIQ.PETROLEUM TANK CAR	112340W	MBLX34344	253.14	76,044.00	1/1/16
81	06MOB12003	UNION TANK CAR	33,000-GAL LIQ.PETROLEUM TANK CAR	112340W	MBLX34345	253.14	76,044.00	1/1/16
82	06MOB12003	UNION TANK CAR	33,000-GAL LIQ.PETROLEUM TANK CAR	112340W	MBLX34346	253.14	76,044.00	1/1/16
83	06MOB12003	UNION TANK CAR	33,000-GAL LIQ.PETROLEUM TANK CAR	112340W	MBLX34347	253.14	76,044.00	1/1/16
84	06MOB12003	UNION TANK CAR	33,000-GAL LIQ.PETROLEUM TANK CAR	112340W	MBLX34348	253.14	76,044.00	1/1/16
85	06MOB12003	UNION TANK CAR	33,000-GAL LIQ.PETROLEUM TANK CAR	112340W	MBLX34349	253.14	76,044.00	1/1/16
86	06MOB12003	UNION TANK CAR	33,000-GAL LIQ.PETROLEUM TANK CAR	112340W	MBLX34350	253.14	76,044.00	1/1/16
87	06MOB12003	UNION TANK CAR	33,000-GAL LIQ.PETROLEUM TANK CAR	112340W	MBLX34351	253.14	76,044.00	1/1/16
88	06MOB12003	UNION TANK CAR	33,000-GAL LIQ.PETROLEUM TANK CAR	112340W	MBLX34352	253.14	76,044.00	1/1/16
89	06MOB12003	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	112340W	MBLX34353	254.68	76,506.00	1/1/16
90	06MOB12003	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	112340W	MBLX34354	254.68	76,506.00	1/1/16
91	06MOB12003	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	112340W	MBLX34355	254.68	76,506.00	1/1/16
92	06MOB12003	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	112340W	MBLX34356	254.68	76,506.00	1/1/16
93	06MOB12003	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	112340W	MBLX34357	254.68	76,506.00	1/1/16
94	06MOB12003	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	112340W	MBLX34360	254.68	76,506.00	1/1/16
95	06MOB12003	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	112340W	MBLX34361	254.68	76,506.00	1/1/16
96	06MOB12003	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	112340W	MBLX34363	254.68	76,506.00	1/1/16
97	06MOB12003	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	112340W	MBLX34364	254.68	76,506.00	1/1/16
98	06MOB12003	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	112340W	MBLX34365	254.68	76,506.00	1/1/16
99	06MOB12003	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	112340W	MBLX34367	254.68	76,506.00	1/1/16
100	06MOB12003	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	112340W	MBLX34368	254.68	76,506.00	1/1/16
101	06MOB12003	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	112340W	MBLX34369	254.68	76,506.00	1/1/16
102	06MOB12003	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	112340W	MBLX34374	254.68	76,506.00	1/1/16
103	06MOB12003	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	112340W	MBLX34377	254.68	76,506.00	1/1/16
104	06MOB12003	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	112340W	MBLX34378	254.68	76,506.00	1/1/16
105	06MOB12003	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	112340W	MBLX34381	254.68	76,506.00	1/1/16
106	06MOB12003	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	112340W	MBLX34388	254.68	76,506.00	1/1/16
107	06MOB12003	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	112340W	MBLX34398	254.68	76,506.00	1/1/16
108	06MOB12003	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	112340W	MBLX34402	254.68	76,506.00	1/1/16
109	06MOB12003	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	112340W	MBLX34404	254.68	76,506.00	1/1/16
110	06MOB12003	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	112340W	MBLX34406	254.68	76,506.00	1/1/16
111	06MOB12003	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	112340W	MBLX34414	254.68	76,506.00	1/1/16
112	06MOB12003	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	112340W	MBLX34417	254.68	76,506.00	1/1/16
113	06MOB12003	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	112340W	MBLX34418	254.68	76,506.00	1/1/16
114	06MOB12003	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	112340W	MBLX34422	254.68	76,506.00	1/1/16
115	06MOB12003	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	112340W	MBLX34423	254.68	76,506.00	1/1/16
116	06MOB12003	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	112340W	MBLX34433	254.68	76,506.00	1/1/16
117	06MOB12003	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	112340W	MBLX34435	254.68	76,506.00	1/1/16





Equipment Leased Under Equipment Schedule No. 4 by ExxonMobil Oil Corporation  
Mobil Oil Corporation Trust 96-1

No.	Lease No.	Manufacturer	Equipment Description	Model	Serial No.	Rent	DEC	Maturity Date
1	06MOB12004	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27100	210.08	59,953.00	2/1/16
2	06MOB12004	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27101	210.07	59,953.00	2/1/16
3	06MOB12004	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27102	210.07	59,953.00	2/1/16
4	06MOB12004	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27103	210.07	59,953.00	2/1/16
5	06MOB12004	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27104	210.07	59,953.00	2/1/16
6	06MOB12004	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27105	210.08	59,953.00	2/1/16
7	06MOB12004	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27107	210.08	59,953.00	2/1/16
8	06MOB12004	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27108	210.08	59,953.00	2/1/16
9	06MOB12004	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27109	210.08	59,953.00	2/1/16
10	06MOB12004	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27110	210.07	59,953.00	2/1/16
11	06MOB12004	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27111	210.07	59,953.00	2/1/16
12	06MOB12004	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27112	210.06	59,953.00	2/1/16
13	06MOB12004	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27113	210.06	59,953.00	2/1/16
14	06MOB12004	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27114	210.06	59,953.00	2/1/16
15	06MOB12004	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27115	210.05	59,953.00	2/1/16
16	06MOB12004	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27116	210.05	59,953.00	2/1/16
17	06MOB12004	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27117	210.05	59,953.00	2/1/16
18	06MOB12004	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27118	210.05	59,953.00	2/1/16
19	06MOB12004	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27119	210.05	59,953.00	2/1/16
20	06MOB12004	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27120	210.05	59,953.00	2/1/16
21	06MOB12004	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27121	210.05	59,953.00	2/1/16
22	06MOB12004	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27122	210.05	59,953.00	2/1/16
23	06MOB12004	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27123	210.05	59,953.00	2/1/16
24	06MOB12004	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27124	210.05	59,953.00	2/1/16
25	06MOB12004	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27125	210.05	59,953.00	2/1/16
26	06MOB12004	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27126	210.05	59,953.00	2/1/16
27	06MOB12004	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27128	210.05	59,953.00	2/1/16
28	06MOB12004	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27129	210.05	59,953.00	2/1/16
29	06MOB12004	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27130	210.05	59,953.00	2/1/16
30	06MOB12004	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27131	210.06	59,953.00	2/1/16
31	06MOB12004	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27132	210.06	59,953.00	2/1/16
32	06MOB12004	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27133	210.06	59,953.00	2/1/16
33	06MOB12004	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27134	210.06	59,953.00	2/1/16
34	06MOB12004	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27135	210.06	59,953.00	2/1/16
35	06MOB12004	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27136	210.06	59,953.00	2/1/16
36	06MOB12004	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27137	210.06	59,953.00	2/1/16
37	06MOB12004	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27138	210.06	59,953.00	2/1/16
38	06MOB12004	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27139	210.06	59,953.00	2/1/16
39	06MOB12004	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27140	210.06	59,953.00	2/1/16

Equipment Leased Under Equipment Schedule No. 4 by ExxonMobil Oil Corporation  
Mobil Oil Corporation Trust 96-1

No.	Lease No.	Manufacturer	Equipment Description	Model	Serial No.	Rent	OEC	Maturity Date
40	06MOB12004	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27141	210.06	59,953.00	2/1/16
41	06MOB12004	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27142	210.06	59,953.00	2/1/16
42	06MOB12004	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27143	210.06	59,953.00	2/1/16
43	06MOB12004	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27144	210.06	59,953.00	2/1/16
44	06MOB12004	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27145	210.06	59,953.00	2/1/16
45	06MOB12004	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27146	210.06	59,953.00	2/1/16
46	06MOB12004	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27147	210.06	59,953.00	2/1/16
47	06MOB12004	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27148	210.06	59,953.00	2/1/16
48	06MOB12004	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27149	210.06	59,953.00	2/1/16
49	06MOB12004	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27052	208.61	59,535.00	2/1/16
50	06MOB12004	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27053	208.61	59,535.00	2/1/16
51	06MOB12004	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27054	208.61	59,535.00	2/1/16
52	06MOB12004	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27057	208.61	59,535.00	2/1/16
53	06MOB12004	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27058	208.61	59,535.00	2/1/16
54	06MOB12004	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27059	208.61	59,535.00	2/1/16
55	06MOB12004	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27060	208.61	59,535.00	2/1/16
56	06MOB12004	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27063	208.61	59,535.00	2/1/16
57	06MOB12004	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27068	208.61	59,535.00	2/1/16
58	06MOB12004	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27071	208.61	59,535.00	2/1/16
59	06MOB12004	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27080	208.61	59,535.00	2/1/16
60	06MOB12004	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27081	208.61	59,535.00	2/1/16
61	06MOB12004	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27083	208.61	59,535.00	2/1/16
62	06MOB12004	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27089	208.61	59,535.00	2/1/16
63	06MOB12004	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27090	208.61	59,535.00	2/1/16
64	06MOB12004	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27096	208.61	59,535.00	2/1/16
65	06MOB12004	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27097	208.61	59,535.00	2/1/16
66	06MOB12004	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27099	208.61	59,535.00	2/1/16
<b>CASUALTIES</b>								
06MOB12004	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27069	208.61	59,535.00		
06MOB12004	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27106	210.08	59,953.00		
06MOB12004	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27127	210.05	59,953.00		
						<b>628.74</b>	<b>179,441.00</b>	
						<b>13,837.87</b>	<b>3,949,374.00</b>	

Exhibit B

(a) Master Lease Agreement MOB12 dated as of July 15, 1995 (the "Master Lease") between Owner Trustee, as Lessor, and EXXONMOBIL OIL CORPORATION, formerly known as Mobil Oil Corporation ("Lessee"), and (i) Equipment Schedule No. 1, dated as of January 1, 1996, as modified by Riders Nos. 1, 2, 3 and 4 to Equipment Schedule No. 3, and (ii) Equipment Schedule No. 4, dated as of February 1, 1996 as modified by Riders Nos. 1, 2, 3 and 4 to Equipment Schedule No. 4, which Equipment Schedule Nos. 3 and 4 each incorporate by reference the terms and conditions of the Master Lease and each constitutes a separate and independent Lease, respectively, ("Lease No. 3" and "Lease No. 4") with respect to which:

(1) a Memorandum of Lease and Assignment, dated as of January 15, 1996 with respect to Lease No. 3, was filed under Recordation Number 19906;

(2) a Memorandum of Lease and Assignment, dated as of January 15, 1996 with respect to Lease No. 4, was filed under Recordation Number 19936;

(b) Security Agreement dated as of January 15, 1996 between Owner Trustee, in favor of AID ASSOCIATION FOR LUTHERANS, a fraternal benefit society formed under the laws of the state of Wisconsin, and its successors and assigns ("Lender") with respect to Lease No. 3 with respect to which a Memorandum of Security Agreement, dated as of January 15, 1995, between Owner Trustee, Debtor, and Lender, Secured Party, was filed under Recordation Number 19906-A;

(c) Assignment of Lease and Rents, dated as of January 15, 1996, between Owner Trustee, Assignor, and Lender, Assignee, filed under Recordation Number 19906-B;

(d) Security Agreement dated as of February 15, 1996 between Owner Trustee, in favor of Lender with respect to Lease No. 4 with respect to which a Memorandum of Security Agreement, dated February 15, 1996, was filed under Recordation Number 19936-A; and

(e) Assignment of Lease and Rents, dated as of February 15, 1996, between Owner Trustee, Assignor, and Lender, Assignee, filed under Recordation Number 19936-B.