



Marjorie F. Krumholz

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March 5, 2014

RECORDATION NO. 17843-K FILED

MAR 05 '14 -1 13 PM

SURFACE TRANSPORTATION BOARD

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, D.C. 20423

Re: Termination Agreement

Dear Sir or Madam:

Enclosed for recording with the Surface Transportation Board ("STB"), pursuant to the provisions of 49 U.S.C. Section 11301(a), is one original and five copies of the Termination Agreement dated as of January 22, 2014, a secondary document as defined in the STB's Rules for the Recordation of Documents. The primary documents to which this Termination is connected are recorded under:

- Recordation No. 17836
- Recordation No. 17837
- Recordation No. 17838
- Recordation No. 17839
- Recordation No. 17840
- Recordation No. 17843

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

- Owner Participant/
Company: Union Tank Car Company
175 W Jackson Blvd
Chicago, Illinois 60604
- Owner Trustee: U.S. Bank National Association
Corporate Trust
Goodwin Square
225 Asylum Street, 23rd Floor
Hartford, CT 06103

March 5, 2014

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Indenture Trustee/
Pass Through Trustee: The Bank of New York Mellon Trust Company, N.A.
Two North LaSalle Street, Suite 1020
Chicago, IL 60602

A summary of the equipment covered by the Termination Agreement is as follows:

| | |
|-----------------------|--------------|
| Recordation No. 17836 | 404 Railcars |
| Recordation No. 17837 | 91 Railcars |
| Recordation No. 17838 | 549 Railcars |
| Recordation No. 17839 | 339 Railcars |
| Recordation No. 17840 | 146 Railcars |
| Recordation No. 17843 | 49 Railcars |

Kindly find a detailed list of the equipment in Exhibit B of the enclosed Termination Agreement.

We have enclosed a check in the amount of \$264 for the required recordation fee.

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

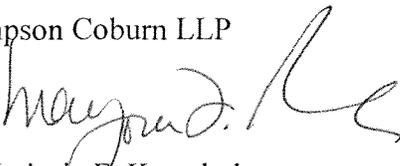
Termination Agreement dated as of January 22, 2014, by and among Union Tank Car Company, as Owner Participant and as the Company, U.S. Bank National Association, not in its individual capacity except as expressly set forth therein but solely as Owner Trustee, and The Bank of New York Mellon Trust Company, N.A., as Indenture Trustee and as Pass Through Trustee, with respect to six Equipment Lease Agreements each dated as of June 30, 1992, between U.S. Bank National Association, as Owner Trustee, and Union Tank Car Company, and six Indentures and Security Agreements, each dated as of June 30, 1992, between U.S. Bank National Association, as Owner Trustee, and The Bank of New York Mellon Trust Company, N.A., as Indenture Trustee.

If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

Thompson Coburn LLP

By


Marjorie F. Krumholz

MFK/elh

Enclosures

TERMINATION AGREEMENT

SURFACE TRANSPORTATION BOARD

THIS TERMINATION AGREEMENT (the "Agreement") is made and entered into as of the 22nd day of January, 2014 (the "Effective Date"), by and among UNION TANK CAR COMPANY, a Delaware corporation, as Owner Participant (the "Owner Participant") and as the Company (the "Company"), U.S. BANK NATIONAL ASSOCIATION, a national banking association, successor in interest to Connecticut National Bank, not in its individual capacity, except as expressly set forth herein, but solely as Owner Trustee under each Trust Agreement (the "Trust Agreements") set forth on Exhibit A and Exhibit D hereto (each an "Owner Trustee", collectively the "Owner Trustees"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association, as Indenture Trustee (the "Indenture Trustee") and as Pass Through Trustee (the "Pass Through Trustee").

RECITALS

WHEREAS, the documents described on Exhibit A (the "Operative Documents") were executed in connection with a leveraged lease financing of the equipment described on Exhibit B hereto (the "Equipment") for the benefit of the Company; and

WHEREAS, the Owner Participant has heretofore acquired all rights and interests of the Original Owner Participants under the Participation Agreements set forth on Exhibit A (the "Participation Agreements"); and

WHEREAS, all notes and other obligations issued under the Indentures and the Pass-Through Agreements set forth on Exhibit A have been paid and satisfied in full; and

WHEREAS, in connection with the sale of the Equipment to the Company, the parties hereto desire to terminate each of the Operative Documents on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner Participant, the Company, each Owner Trustee, the Indenture Trustee and the Pass Through Trustee (collectively, the "Parties") hereby agree as follows:

1. Capitalized Terms. All capitalized terms not otherwise defined in this Agreement shall have the meaning ascribed to them in Exhibit A hereto.

2. Termination of Operative Documents; Conveyance of Equipment. The Parties agree that the Operative Documents shall be terminated and be of no further force or effect upon the Effective Date and the transfer of title to the Equipment to the Company. On the Effective Date, the Owner Trustees (as successors to the Original Terminating Owner Trustees) shall deliver the Bill of Sale, attached hereto as Exhibit C (the "Bill of Sale"), to the Company conveying the Equipment, AS-IS, WHERE-IS, with all faults, to the Company. Thereafter, the Parties (other than the Company) shall have no rights or interest whatsoever in the Equipment. For the avoidance of doubt, other than the Indentures set forth on Exhibit A, the documents relating to Trusts L-7K, L-8K, L-9K and L-10K remain in full force and effect and the equipment relating thereto is not being conveyed under this Agreement or the Bill of Sale.

3. Consideration. In consideration of the termination of the Operative Documents by the Parties hereto, the Company agrees that the indemnification provisions of the Operative Documents, including, but not limited to those set forth in Article VII of each Participation Agreement and Article IX of each Trust Agreement, shall survive the termination of the Operative Documents.

4. Severability. If any one or more of the provisions contained in this Agreement is for any reason held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

5. Binding Agreement; Authority. All provisions contained in this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and assigns of the parties hereto. The parties hereto represent and warrant to one another that they have taken all necessary corporate actions to authorize the execution of this Agreement and that the individuals signing this Agreement on behalf of such parties are the duly authorized signatories of such parties.

6. Governing Law; Interpretation. This Agreement shall be interpreted under the laws of the State of Illinois. The section and subsection captions hereof are for the convenient reference of the parties only and are not intended to and shall not be deemed to modify the interpretation of the section or subsection from that which is indicated by the text of the section or subsection alone.

7. Merger, Amendment. This Agreement, together with the bill or bills of sale conveying title to the Equipment to the Company, sets forth the entire agreement between the Parties with respect to the subject matter hereof and all prior negotiations or agreements, whether oral or written, are superseded and merged herein. This Agreement may not be altered or amended except by a writing duly authorized and executed by the party against whom enforcement is sought.

8. Counterparts; Facsimile. This Agreement may be executed in multiple counterparts, which together shall constitute one and the same agreement. The signature of either party hereto sent to the other via facsimile shall constitute the valid execution and delivery of this Agreement by such party.

9. Limitation of Liability

It is expressly understood and agreed that (a) this Agreement is executed and delivered by U.S. Bank National Association, not individually or personally but solely as Owner Trustee under each Trust Agreement, (b) any representation, undertaking or agreement herein made on the part of each Owner Trustee is made and intended not as a personal representation, undertaking and agreement by U.S. Bank National Association and (c) under no circumstances shall U.S. Bank National Association be liable in its individual or corporate capacity for the payment of any indebtedness or expenses of any Owner Trustee or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by any Owner Trustee hereunder.

10. Direction

The Owner Participant hereby: (i) authorizes and directs (a) each Owner Trustee to execute and deliver this Agreement, (b) each Owner Trustee (as successor to each Original Terminating Owner Trustee) to execute and deliver the Bill of Sale and (c) each Owner Trustee to execute and deliver such other documents or agreements in furtherance of the foregoing; and (ii) acknowledges its obligation to indemnify each Owner Trustee in accordance with each Trust Agreement.

[The remainder of this page is intentionally left blank.]

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

UNION TANK CAR COMPANY, as Owner
Participant and Company

By: Cynthia A Rein
Name: Cynthia A. Rein
Title: Treasurer

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

On this 23rd day of January, 2014, before me, a Notary Public in and for said County and State, personally appeared CYNTHIA A. REIN to me personally known, who being by me duly sworn, did say that (s)he is the TREASURER of Union Tank Car Company, a Delaware corporation, and that the seal affixed to the foregoing instrument is the seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said individual acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Janis L. Meyer
Notary Public

My Commission Expires:



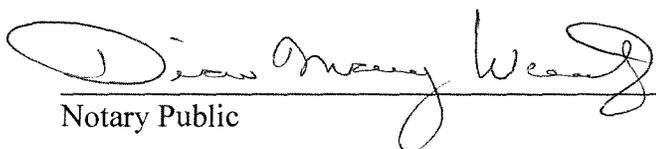
THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Indenture Trustee and Pass
Through Trustee

By: 
Name: D.G. Donovan
Title: Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 22nd day of January, 2014, before me, a Notary Public in and for said County and State, personally appeared D.G. Donovan, to me personally known, who being by me duly sworn, did say that (s)he is the Vice President of The Bank of New York Mellon Trust Company, N.A., a national banking association, and that the seal affixed to the foregoing instrument is the seal of said national banking association, and that said instrument was signed and sealed in behalf of said national banking association by authority of its Board of Directors, and said individual acknowledged said instrument to be the free act and deed of said national banking association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.


Notary Public

My Commission Expires:

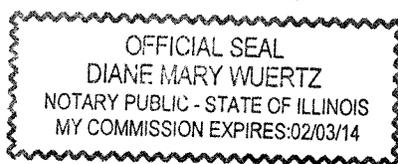


EXHIBIT A
LIST OF OPERATIVE DOCUMENTS

1. Pass Through Trust Agreement 1992-A1 dated as of June 24, 1992 between the Company and NationsBank of South Carolina, National Association (the "Original Pass Through Trustee"). The Pass Through Trustee has succeeded to the rights of the Original Pass Through Trustee.
2. Pass Through Trust Agreement 1992-A2 dated as of June 24, 1992 between the Company and the Original Pass Through Trustee. The Pass Through Trustee has succeeded to the rights of the Original Pass Through Trustee.
3. Participation Agreement (L-1N) (UTC Trust No. 1992-A) dated as of June 24, 1992 among the Company, The Connecticut National Bank (the "Original L-1N Owner Trustee") and the NYNEX Credit Company (the "Original L-1N Owner Participant"). The Owner Trustee has succeeded to the rights of the Original L-1N Owner Trustee and the Owner Participant has acquired the rights and interest of the Original L-1N Owner Participant.
4. Trust Agreement (L-1N) (UTC Trust No. 1992-A) dated as of June 24, 1992 between the Original L-1N Owner Participant and the Original L-1N Owner Trustee. The Owner Trustee has succeeded to the rights of the Original L-1N Owner Trustee and the Owner Participant has acquired the rights and interest of the Original L-1N Owner Participant.
5. Equipment Lease Agreement (L-1N) (UTC Trust No. 1992-A) dated as of June 30, 1992 between the Original L-1N Owner Trustee and the Company, as supplemented by Lease Supplement No. 1 (L-1N) (UTC Trust No. 1992-A) dated as of June 30, 1992. The Owner Trustee has succeeded to the rights of the Original L-1N Owner Trustee.
6. Indenture and Security Agreement (UTC Trust No. 1992-A) (L-1N) dated as of June 30, 1992 between the Original L-1N Owner Trustee and NationsBank of South Carolina, National Association (the "Original Indenture Trustee"). The Owner Trustee has succeeded to the rights of the Original L-1N Owner Trustee and the Indenture Trustee has succeeded to the rights of the Original Indenture Trustee.
7. Tax Indemnity Agreement (L-1N) (UTC Trust No. 1992-A) dated as of June 30, 1992 between the Company and the Original L-1N Owner Participant. The Owner Participant has acquired the rights and interest of the Original L-1N Owner Participant.
8. Participation Agreement (L-2N) (UTC Trust No. 1992-A) dated as of June 24, 1992 among the Company, The Connecticut National Bank (the "Original L-2N Owner Trustee") and NYNEX Credit Company (the "Original L-2N Owner Participant"). The Owner Trustee has succeeded to the rights of the Original L-2N Owner Trustee and the Owner Participant has acquired the rights and interest of the Original L-2N Owner Participant.
9. Trust Agreement (L-2N) (UTC Trust No. 1992-A) dated as of June 24, 1992 between the Original L-2N Owner Participant and the Original L-2N Owner Trustee. The Owner Trustee has succeeded to the rights of the Original L-2N Owner Trustee and the Owner Participant has acquired the rights and interest of the Original L-2N Owner Participant.

10. Equipment Lease Agreement (L-2N) (UTC Trust No. 1992-A) dated as of June 30, 1992 between the Original L-2N Owner Trustee and the Company, as supplemented by Lease Supplement No. 1 (L-2N) (UTC Trust No. 1992-A) dated as of June 30, 1992. The Owner Trustee has succeeded to the rights of the Original L-2N Owner Trustee.
11. Indenture and Security Agreement (UTC Trust No. 1992-A) (L-2N) dated as of June 30, 1992 between the Original L-2N Owner Trustee and the Original Indenture Trustee. The Owner Trustee has succeeded to the rights of the Original L-2N Owner Trustee and the Indenture Trustee has succeeded to the rights of the Original Indenture Trustee.
12. Tax Indemnity Agreement (L-2N) (UTC Trust No. 1992-A) dated as of June 30, 1992 between the Company and the Original L-2N Owner Participant. The Owner Participant has acquired the rights and interest of the Original L-2N Owner Participant.
13. Participation Agreement (L-3N) (UTC Trust No. 1992-A) dated as of June 24, 1992 among the Company, The Connecticut National Bank (the "Original L-3N Owner Trustee") and NYNEX Credit Company (the "Original L-3N Owner Participant"). The Owner Trustee has succeeded to the rights of the Original L-3N Owner Trustee and the Owner Participant has acquired the rights and interest of the Original L-3N Owner Participant.
14. Trust Agreement (L-3N) (UTC Trust No. 1992-A) dated as of June 24, 1992 between the Original L-3N Owner Participant and the Original L-3N Owner Trustee. The Owner Trustee has succeeded to the rights of the Original L-3N Owner Trustee and the Owner Participant has acquired the rights and interest of the Original L-3N Owner Participant.
15. Equipment Lease Agreement (L-3N) (UTC Trust No. 1992-A) dated as of June 30, 1992 between the Original L-3N Owner Trustee and the Company, as supplemented by Lease Supplement No. 1 (L-3N) (UTC Trust No. 1992-A) dated as of June 30, 1992. The Owner Trustee has succeeded to the rights of the Original L-3N Owner Trustee.
16. Indenture and Security Agreement (UTC Trust No. 1992-A) (L-3N) dated as of June 30, 1992 between the Original L-3N Owner Trustee and the Original Indenture Trustee. The Owner Trustee has succeeded to the rights of the Original L-3N Owner Trustee and the Indenture Trustee has succeeded to the rights of the Original Indenture Trustee.
17. Tax Indemnity Agreement (L-3N) (UTC Trust No. 1992-A) dated as of June 30, 1992 between the Company and the Original L-3N Owner Participant. The Owner Participant has acquired the rights and interest of the Original L-3N Owner Participant.
18. Participation Agreement (L-4N) (UTC Trust No. 1992-A) dated as of June 24, 1992 among the Company, The Connecticut National Bank (the "Original L-4N Owner Trustee") and NYNEX Credit Company (the "Original L-4N Owner Participant"). The Owner Trustee has succeeded to the rights of the Original L-4N Owner Trustee and the Owner Participant has acquired the rights and interest of the Original L-4N Owner Participant.
19. Trust Agreement (L-4N) (UTC Trust No. 1992-A) dated as of June 24, 1992 between the Original L-4N Owner Participant and the Original L-4N Owner Trustee. The Owner Trustee

has succeeded to the rights of the Original L-4N Owner Trustee and the Owner Participant has acquired the rights and interest of the Original L-4N Owner Participant.

20. Equipment Lease Agreement (L-4N) (UTC Trust No. 1992-A) dated as of June 30, 1992 between the Original L-4N Owner Trustee and the Company, as supplemented by Lease Supplement No. 1 (L-4N) (UTC Trust No. 1992-A) dated as of June 30, 1992. The Owner Trustee has succeeded to the rights of the Original L-4N Owner Trustee.
21. Indenture and Security Agreement (UTC Trust No. 1992-A) (L-4N) dated as of June 30, 1992 between the Original L-4N Owner Trustee and the Original Indenture Trustee. The Owner Trustee has succeeded to the rights of the Original L-4N Owner Trustee and the Indenture Trustee has succeeded to the rights of the Original Indenture Trustee.
22. Tax Indemnity Agreement (L-4N) (UTC Trust No. 1992-A) dated as of June 30, 1992 between the Company and the Original L-4N Owner Participant. The Owner Participant has acquired the rights and interest of the Original L-4N Owner Participant.
23. Participation Agreement (L-5U) (UTC Trust No. 1992-A) dated as of June 24, 1992 among the Company, The Connecticut National Bank (the "Original L-5U Owner Trustee") and Unionbanc Leasing Corporation (the "Original L-5U Owner Participant"). The Owner Trustee has succeeded to the rights of the Original L-5U Owner Trustee and the Owner Participant has acquired the rights and interest of the Original L-5U Owner Participant.
24. Trust Agreement (L-5U) (UTC Trust No. 1992-A) dated as of June 24, 1992 between the Original L-5U Owner Participant and the Original L-5U Owner Trustee. The Owner Trustee has succeeded to the rights of the Original L-5U Owner Trustee and the Owner Participant has acquired the rights and interest of the Original L-5U Owner Participant.
25. Equipment Lease Agreement (L-5U) (UTC Trust No. 1992-A) dated as of June 30, 1992 between the Original L-5U Owner Trustee and the Company, as supplemented by Lease Supplement No. 1 (L-5U) (UTC Trust No. 1992-A) dated as of June 30, 1992. The Owner Trustee has succeeded to the rights of the Original L-5U Owner Trustee.
26. Indenture and Security Agreement (UTC Trust No. 1992-A) (L-5U) dated as of June 30, 1992 between the Original L-5U Owner Trustee and the Original Indenture Trustee. The Owner Trustee has succeeded to the rights of the Original L-5U Owner Trustee and the Indenture Trustee has succeeded to the rights of the Original Indenture Trustee.
27. Tax Indemnity Agreement (L-5U) (UTC Trust No. 1992-A) dated as of June 30, 1992 between the Company and the Original L-5U Owner Participant. The Owner Participant has acquired the rights and interest of the Original L-5U Owner Participant.
28. Participation Agreement (L-6U) (UTC Trust No. 1992-A) dated as of June 24, 1992 among the Company, The Connecticut National Bank (the "Original L-6U Owner Trustee" and collectively with the Original L-1N Owner Trustee, Original L-2N Owner Trustee, Original L-3N Owner Trustee, Original L-4N Owner Trustee and Original L-5U Owner Trustee, the "Original Terminating Owner Trustees") and Unionbanc Leasing Corporation (the "Original L-6U Owner Participant"). The Owner Trustee has succeeded to the rights of the Original L-

6U Owner Trustee and the Owner Participant has acquired the rights and interest of the Original L-6U Owner Participant.

29. Trust Agreement (L-6U) (UTC Trust No. 1992-A) dated as of June 24, 1992 between the Original L-6U Owner Participant and the Original L-6U Owner Trustee. The Owner Trustee has succeeded to the rights of the Original L-6U Owner Trustee and the Owner Participant has acquired the rights and interest of the Original L-6U Owner Participant.
30. Equipment Lease Agreement (L-6U) (UTC Trust No. 1992-A) dated as of June 30, 1992 between the Original L-6U Owner Trustee and the Company, as supplemented by Lease Supplement No. 1 (L-6U) (UTC Trust No. 1992-A) dated as of June 30, 1992. The Owner Trustee has succeeded to the rights of the Original L-6U Owner Trustee.
31. Indenture and Security Agreement (UTC Trust No. 1992-A) (L-6U) dated as of June 30, 1992 between the Original L-6U Owner Trustee and the Original Indenture Trustee. The Owner Trustee has succeeded to the rights of the Original L-6U Owner Trustee and the Indenture Trustee has succeeded to the rights of the Original Indenture Trustee.
32. Tax Indemnity Agreement (L-6U) (UTC Trust No. 1992-A) dated as of June 30, 1992 between the Company and the Original L-6U Owner Participant. The Owner Participant has acquired the rights and interest of the Original L-6U Owner Participant.
33. Indenture and Security Agreement (UTC Trust No. 1992-A) (L-7K) dated as of June 30, 1992 between The Connecticut National Bank (the "Original L-7K Owner Trustee") and the Original Indenture Trustee. The Owner Trustee has succeeded to the rights of the Original L-7K Owner Trustee and the Indenture Trustee has succeeded to the rights of the Original Indenture Trustee.
34. Indenture and Security Agreement (UTC Trust No. 1992-A) (L-8K) dated as of June 30, 1992 between The Connecticut National Bank (the "Original L-8K Owner Trustee") and the Original Indenture Trustee. The Owner Trustee has succeeded to the rights of the Original L-8K Owner Trustee and the Indenture Trustee has succeeded to the rights of the Original Indenture Trustee.
35. Indenture and Security Agreement (UTC Trust No. 1992-A) (L-9K) dated as of June 30, 1992 between The Connecticut National Bank (the "Original L-9K Owner Trustee") and the Original Indenture Trustee. The Owner Trustee has succeeded to the rights of the Original L-9K Owner Trustee and the Indenture Trustee has succeeded to the rights of the Original Indenture Trustee.
36. Indenture and Security Agreement (UTC Trust No. 1992-A) (L-10B) dated as of June 30, 1992 between The Connecticut National Bank (the "Original L-10B Owner Trustee") and the Original Indenture Trustee. The Owner Trustee has succeeded to the rights of the Original L-10B Owner Trustee and the Indenture Trustee has succeeded to the rights of the Original Indenture Trustee.

EXHIBIT B TO TERMINATION OF AGREEMENT
 FROM U.S. BANK NATIONAL ASSOCIATION, AS OWNER TRUSTEE
 TO UNION TANK CAR COMPANY

| L1N | L2N | L3N | L4N | L5U | L6U |
|-------------|-------------|-------------|-------------|-------------|-------------|
| UTCX 048443 | UNPX 127321 | UTLX 202338 | UTLX 201633 | UTLX 901181 | UTLX 901863 |
| UTCX 049410 | UNPX 127012 | UTLX 645064 | UTLX 202327 | UTLX 901208 | UTLX 900795 |
| UTCX 049431 | UNPX 127013 | UTLX 645978 | UTLX 202332 | UTLX 901209 | UTLX 900798 |
| UTCX 049702 | UNPX 127014 | UTLX 645979 | UTLX 202333 | UTLX 901337 | UTLX 900799 |
| UTCX 050749 | UNPX 127015 | UTLX 645980 | UTLX 202334 | UTLX 901430 | UTLX 900802 |
| UTCX 050750 | UNPX 127016 | UTLX 646014 | UTLX 202925 | UTLX 901860 | UTLX 900806 |
| UTCX 052060 | UNPX 127018 | UTLX 646508 | UTLX 300349 | UTLX 901893 | UTLX 900807 |
| UTCX 059775 | UNPX 127019 | UTLX 646654 | UTLX 300361 | UTLX 900860 | UTLX 900809 |
| UTCX 059334 | UNPX 127020 | UTLX 646675 | UTLX 646676 | UTLX 900861 | UTLX 900810 |
| UTCX 059336 | UNPX 127022 | UTLX 660059 | UTLX 200591 | UTLX 900862 | UTLX 900813 |
| UTCX 059337 | UNPX 127023 | UTLX 660898 | UTLX 200592 | UTLX 900863 | UTLX 900817 |
| UTCX 059338 | UNPX 127024 | UTLX 031000 | UTLX 200593 | UTLX 900864 | UTLX 900818 |
| UTCX 059339 | UNPX 127025 | UTLX 031001 | UTLX 200594 | UTLX 900865 | UTLX 900819 |
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| UTCX 059341 | UNPX 127027 | UTLX 031003 | UTLX 200596 | UTLX 900867 | UTLX 900821 |
| UTCX 059342 | UNPX 127028 | UTLX 031004 | UTLX 200597 | UTLX 900868 | UTLX 900822 |
| UTCX 059343 | UNPX 127029 | UTLX 031005 | UTLX 200598 | UTLX 900869 | UTLX 900823 |
| UTCX 059344 | UNPX 127030 | UTLX 031006 | UTLX 200599 | UTLX 900870 | UTLX 900824 |
| UTCX 059345 | UNPX 127031 | UTLX 031007 | UTLX 200600 | UTLX 900871 | UTLX 900825 |
| UTCX 059346 | UNPX 127032 | UTLX 031008 | UTLX 200601 | UTLX 900872 | UTLX 900826 |
| UTCX 059347 | UNPX 127033 | UTLX 031009 | UTLX 200602 | UTLX 900873 | UTLX 900827 |
| UTCX 059348 | UNPX 127034 | UTLX 031010 | UTLX 200603 | UTLX 900874 | UTLX 900828 |
| UTCX 059349 | UNPX 127035 | UTLX 031011 | UTLX 200604 | UTLX 900875 | UTLX 900829 |
| UTCX 059350 | UNPX 127036 | UTLX 031012 | UTLX 201181 | UTLX 900876 | UTLX 900830 |
| UTCX 059351 | UNPX 127037 | UTLX 031013 | UTLX 201182 | UTLX 900877 | UTLX 900831 |
| UTCX 059352 | UNPX 127038 | UTLX 031014 | UTLX 201183 | UTLX 900878 | UTLX 900832 |
| UTCX 059353 | UNPX 127039 | UTLX 031015 | UTLX 201184 | UTLX 900879 | UTLX 900833 |
| UTCX 059354 | UNPX 127040 | UTLX 031016 | UTLX 201185 | UTLX 900880 | UTLX 900834 |
| UTCX 059355 | UNPX 127041 | UTLX 031017 | UTLX 201189 | UTLX 900881 | UTLX 900835 |
| UTCX 059356 | UNPX 127042 | UTLX 031018 | UTLX 201190 | UTLX 900882 | UTLX 900836 |
| UTCX 059357 | UNPX 127043 | UTLX 031019 | UTLX 201191 | UTLX 900883 | UTLX 900837 |
| UTCX 059358 | UNPX 127044 | UTLX 642531 | UTLX 201193 | UTLX 900884 | UTLX 900838 |
| UTCX 059359 | UNPX 127045 | UTLX 642532 | UTLX 201196 | UTLX 900885 | UTLX 900839 |
| UTCX 059360 | UNPX 127046 | UTLX 642534 | UTLX 201197 | UTLX 900886 | UTLX 900840 |
| UTCX 059361 | UNPX 127047 | UTLX 642569 | UTLX 201199 | UTLX 900887 | UTLX 900841 |
| UTCX 059362 | UNPX 127048 | UTLX 642572 | UTLX 201201 | UTLX 900888 | UTLX 900842 |
| UTCX 059363 | UNPX 127049 | UTLX 642573 | UTLX 201203 | UTLX 900889 | UTLX 900843 |
| UTCX 059364 | UNPX 127050 | UTLX 642574 | UTLX 201204 | UTLX 900891 | UTLX 900844 |
| UTCX 059365 | UNPX 127051 | UTLX 642575 | UTLX 201205 | UTLX 900892 | UTLX 900845 |
| UTCX 059366 | UNPX 127053 | UTLX 642576 | UTLX 201206 | UTLX 900893 | UTLX 900846 |
| UTCX 059368 | UNPX 127054 | UTLX 642578 | UTLX 201207 | UTLX 900894 | UTLX 901139 |
| UTCX 059369 | UNPX 127055 | UTLX 642580 | UTLX 201209 | UTLX 900895 | UTLX 901140 |
| UTCX 059371 | UNPX 127056 | UTLX 642581 | UTLX 201210 | UTLX 900896 | UTLX 901141 |
| UTCX 059372 | UNPX 127057 | UTLX 642582 | UTLX 201211 | UTLX 900897 | UTLX 901142 |
| UTCX 059373 | UNPX 127058 | UTLX 642583 | UTLX 201212 | UTLX 900898 | UTLX 901143 |
| UTCX 059374 | UNPX 127059 | UTLX 642584 | UTLX 201213 | UTLX 900899 | UTLX 901144 |
| UTCX 059375 | UNPX 127060 | UTLX 642585 | UTLX 201214 | UTLX 900900 | UTLX 901145 |
| UTCX 059376 | UNPX 127061 | UTLX 642586 | UTLX 201215 | UTLX 900901 | UTLX 901146 |
| UTCX 059377 | UNPX 127062 | UTLX 642588 | UTLX 201216 | UTLX 900902 | UTLX 901147 |
| UTCX 059381 | UNPX 127063 | UTLX 642589 | UTLX 201217 | UTLX 900903 | |
| UTCX 059387 | UNPX 127064 | UTLX 642590 | UTLX 201218 | UTLX 900904 | |

EXHIBIT B TO TERMINATION OF AGREEMENT
FROM U.S. BANK NATIONAL ASSOCIATION, AS OWNER TRUSTEE
TO UNION TANK CAR COMPANY

| <u>L1N</u> | <u>L2N</u> | <u>L3N</u> | <u>L4N</u> | <u>L5U</u> | <u>L6U</u> |
|-------------|-------------|-------------|-------------|-------------|------------|
| UTCX 059388 | UNPX 127065 | UTLX 642591 | UTLX 201219 | UTLX 900905 | |
| UTCX 059390 | UNPX 127066 | UTLX 642592 | UTLX 201220 | UTLX 900906 | |
| UTCX 059391 | UNPX 127067 | UTLX 642593 | UTLX 201221 | UTLX 900907 | |
| UTCX 059392 | UNPX 127068 | UTLX 642594 | UTLX 201222 | UTLX 900908 | |
| UTCX 059393 | UNPX 127070 | UTLX 642595 | UTLX 201223 | UTLX 900909 | |
| UTCX 059395 | UNPX 127071 | UTLX 642596 | UTLX 201224 | UTLX 900910 | |
| UTCX 059396 | UNPX 127072 | UTLX 642597 | UTLX 201225 | UTLX 900911 | |
| UTCX 059397 | UNPX 127073 | UTLX 642598 | UTLX 201257 | UTLX 900912 | |
| UTCX 059399 | UNPX 127074 | UTLX 642599 | UTLX 201259 | UTLX 900913 | |
| UTCX 059400 | UNPX 127075 | UTLX 642601 | UTLX 201260 | UTLX 900914 | |
| UTCX 059404 | UNPX 127076 | UTLX 642602 | UTLX 201261 | UTLX 900915 | |
| UTCX 059406 | UNPX 127077 | UTLX 642603 | UTLX 201262 | UTLX 900916 | |
| UTCX 059408 | UNPX 127078 | UTLX 642604 | UTLX 201263 | UTLX 900918 | |
| UTCX 059411 | UNPX 127079 | UTLX 642605 | UTLX 201264 | UTLX 900919 | |
| UTCX 059413 | UNPX 127097 | UTLX 642606 | UTLX 201265 | UTLX 900920 | |
| UTCX 059414 | UNPX 127098 | UTLX 642607 | UTLX 201266 | UTLX 900921 | |
| UTCX 059415 | UNPX 127099 | UTLX 642608 | UTLX 201267 | UTLX 900923 | |
| UTCX 059416 | UNPX 127100 | UTLX 642609 | UTLX 201268 | UTLX 900924 | |
| UTCX 059419 | UNPX 127101 | UTLX 642610 | UTLX 201269 | UTLX 900925 | |
| UTCX 059421 | UNPX 127103 | UTLX 642611 | UTLX 201270 | UTLX 900926 | |
| UTCX 059422 | UNPX 127104 | UTLX 642612 | UTLX 201271 | UTLX 900927 | |
| UTCX 059424 | UNPX 127105 | UTLX 642613 | UTLX 201272 | UTLX 900930 | |
| UTCX 059425 | UNPX 127106 | UTLX 642614 | UTLX 201273 | UTLX 900931 | |
| UTCX 059426 | UNPX 127107 | UTLX 642615 | UTLX 201274 | UTLX 900932 | |
| UTCX 059427 | UNPX 127108 | UTLX 642616 | UTLX 201275 | UTLX 900933 | |
| UTCX 059428 | UNPX 127109 | UTLX 642617 | UTLX 201276 | UTLX 900934 | |
| UTCX 059429 | UNPX 127110 | UTLX 642618 | UTLX 201277 | UTLX 900935 | |
| UTCX 059430 | UNPX 127111 | UTLX 642619 | UTLX 201278 | UTLX 900936 | |
| UTCX 059431 | UNPX 127112 | UTLX 642620 | UTLX 201279 | UTLX 900937 | |
| UTCX 059432 | UNPX 127113 | UTLX 642621 | UTLX 201280 | UTLX 900938 | |
| UTCX 059433 | UNPX 127114 | UTLX 642622 | UTLX 201281 | UTLX 900939 | |
| UTCX 059435 | UNPX 127115 | UTLX 642623 | UTLX 201282 | UTLX 900940 | |
| UTCX 059438 | UNPX 127116 | UTLX 642624 | UTLX 201283 | UTLX 900941 | |
| UTCX 059439 | UNPX 127117 | UTLX 642625 | UTLX 201284 | UTLX 900942 | |
| UTCX 059440 | UNPX 127119 | UTLX 642627 | UTLX 201285 | UTLX 900943 | |
| UTCX 059441 | UNPX 127120 | UTLX 642628 | UTLX 201286 | UTLX 900944 | |
| UTCX 059442 | UNPX 127121 | UTLX 642629 | UTLX 201288 | UTLX 900945 | |
| UTCX 059443 | UNPX 127122 | UTLX 642630 | UTLX 201289 | UTLX 900946 | |
| UTCX 059444 | UNPX 127123 | UTLX 642631 | UTLX 201290 | UTLX 900947 | |
| UTCX 059447 | UNPX 127124 | UTLX 642632 | UTLX 201291 | UTLX 900948 | |
| UTCX 059449 | | UTLX 642633 | UTLX 201293 | UTLX 900949 | |
| UTCX 059450 | | UTLX 642634 | UTLX 201294 | UTLX 900951 | |
| UTCX 059451 | | UTLX 642635 | UTLX 201507 | UTLX 900952 | |
| UTCX 059452 | | UTLX 642636 | UTLX 201508 | UTLX 900953 | |
| UTCX 059453 | | UTLX 642637 | UTLX 201509 | UTLX 900954 | |
| UTCX 059454 | | UTLX 642638 | UTLX 201510 | UTLX 900955 | |
| UTCX 059455 | | UTLX 642639 | UTLX 201511 | UTLX 900956 | |
| UTCX 059456 | | UTLX 642640 | UTLX 201512 | UTLX 900958 | |
| UTCX 059457 | | UTLX 642641 | UTLX 201513 | UTLX 900959 | |
| UTCX 059460 | | UTLX 642642 | UTLX 201514 | UTLX 900960 | |
| UTCX 059461 | | UTLX 642643 | UTLX 201515 | UTLX 900961 | |

EXHIBIT B TO TERMINATION OF AGREEMENT
 FROM U.S. BANK NATIONAL ASSOCIATION, AS OWNER TRUSTEE
 TO UNION TANK CAR COMPANY

| <u>L1N</u> | <u>L2N</u> | <u>L3N</u> | <u>L4N</u> | <u>L5U</u> | <u>L6U</u> |
|-------------|------------|-------------|-------------|-------------|------------|
| UTCX 059462 | | UTLX 642644 | UTLX 201516 | UTLX 900962 | |
| UTCX 059463 | | UTLX 642645 | UTLX 201517 | UTLX 900963 | |
| UTCX 059464 | | UTLX 642646 | UTLX 201518 | UTLX 900964 | |
| UTCX 059465 | | UTLX 642647 | UTLX 201519 | UTLX 900965 | |
| UTCX 059466 | | UTLX 642648 | UTLX 201520 | UTLX 900967 | |
| UTCX 059468 | | UTLX 642660 | UTLX 201521 | UTLX 900968 | |
| UTCX 059469 | | UTLX 642661 | UTLX 201522 | UTLX 900969 | |
| UTCX 059470 | | UTLX 642662 | UTLX 201523 | UTLX 900970 | |
| UTCX 059472 | | UTLX 642663 | UTLX 201524 | UTLX 900971 | |
| UTCX 059474 | | UTLX 642664 | UTLX 201525 | UTLX 900972 | |
| UTCX 059475 | | UTLX 642665 | UTLX 201526 | UTLX 900973 | |
| UTCX 059476 | | UTLX 642666 | UTLX 201527 | UTLX 900974 | |
| UTCX 059477 | | UTLX 642667 | UTLX 201528 | UTLX 900975 | |
| UTCX 059478 | | UTLX 642668 | UTLX 201529 | UTLX 900976 | |
| UTCX 059479 | | UTLX 642669 | UTLX 201530 | UTLX 900977 | |
| UTCX 059480 | | UTLX 642670 | UTLX 201531 | UTLX 900978 | |
| UTCX 059481 | | UTLX 642671 | UTLX 201532 | UTLX 900979 | |
| UTCX 059482 | | UTLX 642672 | UTLX 201533 | UTLX 900980 | |
| UTCX 059483 | | UTLX 642673 | UTLX 201534 | UTLX 900981 | |
| UTCX 059484 | | UTLX 642674 | UTLX 201535 | UTLX 900982 | |
| UTCX 059485 | | UTLX 642675 | UTLX 201536 | UTLX 900983 | |
| UTCX 059486 | | UTLX 642676 | UTLX 201537 | UTLX 900984 | |
| UTCX 059487 | | UTLX 642677 | UTLX 201538 | UTLX 900985 | |
| UTCX 059488 | | UTLX 642678 | UTLX 201539 | UTLX 900986 | |
| UTCX 059489 | | UTLX 642679 | UTLX 201540 | UTLX 900987 | |
| UTCX 059490 | | UTLX 642680 | UTLX 201541 | UTLX 900988 | |
| UTCX 059491 | | UTLX 642681 | UTLX 201542 | UTLX 900989 | |
| UTCX 059492 | | UTLX 642682 | UTLX 201543 | UTLX 900990 | |
| UTCX 059493 | | UTLX 642683 | UTLX 201544 | UTLX 900992 | |
| UTCX 059494 | | UTLX 642684 | UTLX 201545 | UTLX 900993 | |
| UTCX 059495 | | UTLX 642685 | UTLX 201546 | UTLX 900994 | |
| UTCX 059496 | | UTLX 642686 | UTLX 201547 | UTLX 900995 | |
| UTCX 059497 | | UTLX 642687 | UTLX 201548 | UTLX 900997 | |
| UTCX 059498 | | UTLX 642688 | UTLX 201549 | UTLX 900998 | |
| UTCX 059499 | | UTLX 642689 | UTLX 201550 | UTLX 900999 | |
| UTCX 059501 | | UTLX 642690 | UTLX 201551 | UTLX 901100 | |
| UTCX 059502 | | UTLX 642691 | UTLX 201552 | UTLX 901101 | |
| UTCX 059503 | | UTLX 642692 | UTLX 201553 | UTLX 901102 | |
| UTCX 059504 | | UTLX 642693 | UTLX 201554 | UTLX 901103 | |
| UTCX 059505 | | UTLX 642717 | UTLX 201555 | UTLX 901104 | |
| UTCX 059506 | | UTLX 642718 | UTLX 201556 | UTLX 901105 | |
| UTCX 059507 | | UTLX 642722 | UTLX 201557 | UTLX 901106 | |
| UTCX 059508 | | UTLX 642723 | UTLX 201558 | UTLX 901107 | |
| UTCX 059509 | | UTLX 642724 | UTLX 201559 | UTLX 901108 | |
| UTCX 059510 | | UTLX 642725 | UTLX 201560 | | |
| UTCX 059511 | | UTLX 642727 | UTLX 201561 | | |
| UTCX 059512 | | UTLX 642729 | UTLX 201562 | | |
| UTCX 059513 | | UTLX 642731 | UTLX 201564 | | |
| UTCX 059514 | | UTLX 642733 | UTLX 201565 | | |
| UTCX 059515 | | UTLX 642734 | UTLX 201566 | | |
| UTCX 059516 | | UTLX 642735 | UTLX 201567 | | |

EXHIBIT B TO TERMINATION OF AGREEMENT
FROM U.S. BANK NATIONAL ASSOCIATION, AS OWNER TRUSTEE
TO UNION TANK CAR COMPANY

| <u>L1N</u> | <u>L2N</u> | <u>L3N</u> | <u>L4N</u> | <u>L5U</u> | <u>L6U</u> |
|-------------|------------|-------------|-------------|------------|------------|
| UTCX 059517 | | UTLX 642736 | UTLX 201568 | | |
| UTCX 059518 | | UTLX 642737 | UTLX 201569 | | |
| UTCX 059519 | | UTLX 642738 | UTLX 201570 | | |
| UTCX 059520 | | UTLX 642740 | UTLX 201571 | | |
| UTCX 059521 | | UTLX 642741 | UTLX 201572 | | |
| UTCX 059522 | | UTLX 642742 | UTLX 201573 | | |
| UTCX 059523 | | UTLX 642743 | UTLX 201574 | | |
| UTCX 059525 | | UTLX 642744 | UTLX 201575 | | |
| UTCX 059526 | | UTLX 642745 | UTLX 201576 | | |
| UTCX 059527 | | UTLX 642746 | UTLX 201577 | | |
| UTCX 059528 | | UTLX 642747 | UTLX 201579 | | |
| UTCX 059529 | | UTLX 642757 | UTLX 201580 | | |
| UTCX 059530 | | UTLX 642758 | UTLX 201581 | | |
| UTCX 059531 | | UTLX 642759 | UTLX 201582 | | |
| UTCX 059532 | | UTLX 642760 | UTLX 201583 | | |
| UTCX 059533 | | UTLX 642761 | UTLX 201584 | | |
| UTCX 059534 | | UTLX 642762 | UTLX 201585 | | |
| UTCX 059535 | | UTLX 642763 | UTLX 201586 | | |
| UTCX 059536 | | UTLX 642764 | UTLX 201587 | | |
| UTCX 059537 | | UTLX 642765 | UTLX 201588 | | |
| UTCX 059538 | | UTLX 642766 | UTLX 201589 | | |
| UTCX 059539 | | UTLX 642767 | UTLX 201590 | | |
| UTCX 059540 | | UTLX 642768 | UTLX 201591 | | |
| UTCX 059541 | | UTLX 642769 | UTLX 201592 | | |
| UTCX 059542 | | UTLX 642770 | UTLX 201593 | | |
| UTCX 059543 | | UTLX 642771 | UTLX 201594 | | |
| UTCX 059544 | | UTLX 642772 | UTLX 201595 | | |
| UTCX 059545 | | UTLX 642773 | UTLX 201596 | | |
| UTCX 059546 | | UTLX 642774 | UTLX 201597 | | |
| UTCX 059547 | | UTLX 642775 | UTLX 201598 | | |
| UTCX 059548 | | UTLX 642776 | UTLX 201599 | | |
| UTCX 059549 | | UTLX 642777 | UTLX 201600 | | |
| UTCX 059550 | | UTLX 642779 | UTLX 201601 | | |
| UTCX 059551 | | UTLX 642780 | UTLX 201602 | | |
| UTCX 059552 | | UTLX 642781 | UTLX 201603 | | |
| UTCX 059553 | | UTLX 642782 | UTLX 201604 | | |
| UTCX 059554 | | UTLX 642783 | UTLX 201605 | | |
| UTCX 059555 | | UTLX 642784 | UTLX 201606 | | |
| UTCX 059556 | | UTLX 642785 | UTLX 201607 | | |
| UTCX 059559 | | UTLX 642786 | UTLX 201608 | | |
| UTCX 059560 | | UTLX 642787 | UTLX 201609 | | |
| UTCX 059561 | | UTLX 642788 | UTLX 201610 | | |
| UTCX 059562 | | UTLX 642789 | UTLX 201611 | | |
| UTCX 059563 | | UTLX 642790 | UTLX 201612 | | |
| UTCX 059564 | | UTLX 642791 | UTLX 201613 | | |
| UTCX 059565 | | UTLX 642792 | UTLX 201614 | | |
| UTCX 059566 | | UTLX 642793 | UTLX 201615 | | |
| UTCX 059567 | | UTLX 642794 | UTLX 201616 | | |
| UTCX 059568 | | UTLX 642795 | UTLX 201617 | | |
| UTCX 059569 | | UTLX 642796 | UTLX 201618 | | |
| UTCX 059570 | | UTLX 642797 | UTLX 201619 | | |

EXHIBIT B TO TERMINATION OF AGREEMENT
FROM U.S. BANK NATIONAL ASSOCIATION, AS OWNER TRUSTEE
TO UNION TANK CAR COMPANY

| <u>L1N</u> | <u>L2N</u> | <u>L3N</u> | <u>L4N</u> | <u>L5U</u> | <u>L6U</u> |
|-------------|------------|-------------|-------------|------------|------------|
| UTCX 059571 | | UTLX 642798 | UTLX 201620 | | |
| UTCX 059572 | | UTLX 642799 | UTLX 201621 | | |
| UTCX 059573 | | UTLX 642800 | UTLX 201622 | | |
| UTCX 059574 | | UTLX 642801 | UTLX 201623 | | |
| UTCX 059575 | | UTLX 642802 | UTLX 201624 | | |
| UTCX 059576 | | UTLX 642803 | UTLX 201625 | | |
| UTCX 059577 | | UTLX 642804 | UTLX 201626 | | |
| UTCX 059578 | | UTLX 642805 | UTLX 201627 | | |
| UTCX 059579 | | UTLX 642806 | UTLX 201628 | | |
| UTCX 059580 | | UTLX 642807 | UTLX 201629 | | |
| UTCX 059581 | | UTLX 642808 | UTLX 201630 | | |
| UTCX 059582 | | UTLX 642809 | UTLX 201631 | | |
| UTCX 059583 | | UTLX 642810 | UTLX 201632 | | |
| UTCX 059584 | | UTLX 642811 | UTLX 300284 | | |
| UTCX 059585 | | UTLX 642812 | UTLX 300285 | | |
| UTCX 059586 | | UTLX 642813 | UTLX 300286 | | |
| UTCX 059587 | | UTLX 642814 | UTLX 300287 | | |
| UTCX 059588 | | UTLX 642815 | UTLX 300288 | | |
| UTCX 059589 | | UTLX 642816 | UTLX 300289 | | |
| UTCX 059590 | | UTLX 642817 | UTLX 300290 | | |
| UTCX 059591 | | UTLX 642818 | UTLX 300291 | | |
| UTCX 059592 | | UTLX 642819 | UTLX 300292 | | |
| UTCX 059593 | | UTLX 642820 | UTLX 300293 | | |
| UTCX 059594 | | UTLX 642821 | UTLX 300294 | | |
| UTCX 059595 | | UTLX 642822 | UTLX 300295 | | |
| UTCX 059596 | | UTLX 642823 | UTLX 300296 | | |
| UTCX 059597 | | UTLX 642824 | UTLX 300297 | | |
| UTCX 059598 | | UTLX 642825 | UTLX 300298 | | |
| UTCX 059599 | | UTLX 642826 | UTLX 300299 | | |
| UTCX 059600 | | UTLX 642827 | UTLX 300300 | | |
| UTCX 059601 | | UTLX 642828 | UTLX 300301 | | |
| UTCX 059602 | | UTLX 642829 | UTLX 300302 | | |
| UTCX 059603 | | UTLX 642830 | UTLX 300303 | | |
| UTCX 059604 | | UTLX 642831 | UTLX 300305 | | |
| UTCX 059605 | | UTLX 642832 | UTLX 300306 | | |
| UTCX 059606 | | UTLX 642833 | UTLX 300307 | | |
| UTCX 059607 | | UTLX 642834 | UTLX 300308 | | |
| UTCX 059608 | | UTLX 642835 | UTLX 300309 | | |
| UTCX 059609 | | UTLX 642836 | UTLX 300310 | | |
| UTCX 059610 | | UTLX 642837 | UTLX 300311 | | |
| UTCX 059611 | | UTLX 642838 | UTLX 600543 | | |
| UTCX 059612 | | UTLX 642839 | UTLX 600544 | | |
| UTCX 059613 | | UTLX 642840 | UTLX 600545 | | |
| UTCX 059614 | | UTLX 642841 | UTLX 600546 | | |
| UTCX 059615 | | UTLX 642842 | UTLX 600547 | | |
| UTCX 059616 | | UTLX 642843 | UTLX 600548 | | |
| UTCX 059617 | | UTLX 642844 | UTLX 600549 | | |
| UTCX 059618 | | UTLX 642845 | UTLX 600550 | | |
| UTCX 059619 | | UTLX 642846 | UTLX 600552 | | |
| UTCX 059620 | | UTLX 642847 | UTLX 630099 | | |
| UTCX 059621 | | UTLX 642848 | UTLX 630100 | | |

EXHIBIT B TO TERMINATION OF AGREEMENT
 FROM U.S. BANK NATIONAL ASSOCIATION, AS OWNER TRUSTEE
 TO UNION TANK CAR COMPANY

| LIN | L2N | L3N | L4N | L5U | L6U |
|-------------|-----|-------------|-------------|-----|-----|
| UTCX 059622 | | UTLX 642849 | UTLX 630101 | | |
| UTCX 059623 | | UTLX 642850 | UTLX 630102 | | |
| UTCX 059624 | | UTLX 642851 | UTLX 630103 | | |
| UTCX 059625 | | UTLX 642852 | UTLX 630104 | | |
| UTCX 059626 | | UTLX 642853 | UTLX 630106 | | |
| UTCX 059627 | | UTLX 642854 | UTLX 630108 | | |
| UTCX 059628 | | UTLX 642855 | UTLX 643003 | | |
| UTCX 059629 | | UTLX 642856 | UTLX 643004 | | |
| UTCX 059630 | | UTLX 642857 | UTLX 643005 | | |
| UTCX 059631 | | UTLX 642858 | UTLX 643006 | | |
| UTCX 059632 | | UTLX 642859 | UTLX 643007 | | |
| UTCX 059633 | | UTLX 642860 | UTLX 643008 | | |
| UTCX 059634 | | UTLX 642861 | UTLX 643009 | | |
| UTCX 059635 | | UTLX 642862 | UTLX 643010 | | |
| UTCX 059636 | | UTLX 642863 | UTLX 643011 | | |
| UTCX 059637 | | UTLX 642864 | UTLX 643012 | | |
| UTCX 059638 | | UTLX 642865 | UTLX 643013 | | |
| UTCX 059639 | | UTLX 642866 | UTLX 643014 | | |
| UTCX 059640 | | UTLX 642867 | UTLX 643015 | | |
| UTCX 059641 | | UTLX 642868 | UTLX 643016 | | |
| UTCX 059642 | | UTLX 642869 | UTLX 643017 | | |
| UTCX 059643 | | UTLX 642870 | UTLX 643018 | | |
| UTCX 059644 | | UTLX 642871 | UTLX 643019 | | |
| UTCX 059645 | | UTLX 642873 | UTLX 643020 | | |
| UTCX 059646 | | UTLX 642874 | UTLX 643021 | | |
| UTCX 059647 | | UTLX 642875 | UTLX 643022 | | |
| UTCX 059648 | | UTLX 642876 | UTLX 643023 | | |
| UTCX 059649 | | UTLX 642877 | UTLX 643024 | | |
| UTCX 059650 | | UTLX 642878 | UTLX 643025 | | |
| UTCX 059652 | | UTLX 642879 | UTLX 643026 | | |
| UTCX 059653 | | UTLX 642880 | UTLX 643027 | | |
| UTCX 059654 | | UTLX 642881 | UTLX 647139 | | |
| UTCX 059655 | | UTLX 642882 | UTLX 647141 | | |
| UTCX 059656 | | UTLX 642883 | UTLX 647142 | | |
| UTCX 059657 | | UTLX 642884 | PROX 041629 | | |
| UTCX 059658 | | UTLX 642885 | PROX 050214 | | |
| UTCX 059659 | | UTLX 642886 | PROX 050216 | | |
| UTCX 059660 | | UTLX 642887 | PROX 050219 | | |
| UTCX 059661 | | UTLX 642888 | PROX 050222 | | |
| UTCX 059662 | | UTLX 642889 | PROX 050229 | | |
| UTCX 059663 | | UTLX 642890 | PROX 050231 | | |
| UTCX 059664 | | UTLX 642891 | PROX 050232 | | |
| UTCX 059665 | | UTLX 642892 | PROX 050233 | | |
| UTCX 059666 | | UTLX 642893 | PROX 050236 | | |
| UTCX 059667 | | UTLX 642894 | PROX 050237 | | |
| UTCX 059668 | | UTLX 642895 | PROX 050238 | | |
| UTCX 059669 | | UTLX 642896 | PROX 050239 | | |
| UTCX 059670 | | UTLX 642897 | PROX 050240 | | |
| UTCX 059671 | | UTLX 642898 | PROX 050241 | | |
| UTCX 059672 | | UTLX 642899 | PROX 050242 | | |
| UTCX 059673 | | UTLX 642900 | PROX 050243 | | |

EXHIBIT B TO TERMINATION OF AGREEMENT
 FROM U.S. BANK NATIONAL ASSOCIATION, AS OWNER TRUSTEE
 TO UNION TANK CAR COMPANY

| <u>L1N</u> | <u>L2N</u> | <u>L3N</u> | <u>L4N</u> | <u>L5U</u> | <u>L6U</u> |
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| UTCX 059674 | | UTLX 642901 | PROX 050244 | | |
| UTCX 059675 | | UTLX 642902 | PROX 050245 | | |
| UTCX 059676 | | UTLX 642903 | PROX 050246 | | |
| UTCX 059677 | | UTLX 642904 | PROX 050247 | | |
| UTCX 059678 | | UTLX 642905 | PROX 050248 | | |
| UTCX 059679 | | UTLX 642906 | PROX 050249 | | |
| UTCX 059680 | | UTLX 642907 | PROX 050250 | | |
| UTCX 059681 | | UTLX 642908 | PROX 050251 | | |
| UTCX 059682 | | UTLX 642909 | PROX 050253 | | |
| UTCX 059683 | | UTLX 642910 | PROX 050254 | | |
| UTCX 059684 | | UTLX 642911 | PROX 050255 | | |
| UTCX 059685 | | UTLX 642912 | PROX 050256 | | |
| UTCX 059686 | | UTLX 642913 | PROX 050257 | | |
| UTCX 059687 | | UTLX 642914 | PROX 050258 | | |
| UTCX 059688 | | UTLX 642915 | PROX 050259 | | |
| UTCX 059689 | | UTLX 642916 | PROX 050260 | | |
| UTCX 059690 | | UTLX 642917 | PROX 050261 | | |
| UTCX 059692 | | UTLX 642918 | PROX 050262 | | |
| UTCX 059693 | | UTLX 642919 | PROX 050263 | | |
| UTCX 059694 | | UTLX 642920 | PROX 050264 | | |
| UTCX 059695 | | UTLX 642921 | PROX 050265 | | |
| UTCX 059696 | | UTLX 642922 | PROX 050266 | | |
| UTCX 059697 | | UTLX 642923 | PROX 050267 | | |
| UTCX 059698 | | UTLX 642924 | PROX 050268 | | |
| UTCX 059699 | | UTLX 642925 | PROX 050269 | | |
| UTCX 059700 | | UTLX 642926 | PROX 041801 | | |
| UTCX 059701 | | UTLX 642927 | PROX 041809 | | |
| UTCX 059702 | | UTLX 642928 | PROX 041810 | | |
| UTCX 059703 | | UTLX 642929 | PROX 041812 | | |
| UTCX 059704 | | UTLX 642930 | PROX 041813 | | |
| UTCX 059705 | | UTLX 642931 | PROX 041814 | | |
| UTCX 059706 | | UTLX 642932 | | | |
| UTCX 059707 | | UTLX 642933 | | | |
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| UTCX 059711 | | UTLX 642937 | | | |
| UTCX 059712 | | UTLX 642938 | | | |
| UTCX 059713 | | UTLX 642939 | | | |
| UTCX 059714 | | UTLX 642940 | | | |
| UTCX 059715 | | UTLX 642941 | | | |
| UTCX 059716 | | UTLX 642942 | | | |
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| UTCX 059718 | | UTLX 642944 | | | |
| UTCX 059719 | | UTLX 642945 | | | |
| UTCX 059720 | | UTLX 642946 | | | |
| UTCX 059721 | | UTLX 642947 | | | |
| UTCX 059722 | | UTLX 642948 | | | |
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| UTCX 059725 | | UTLX 642951 | | | |

EXHIBIT B TO TERMINATION OF AGREEMENT
 FROM U.S. BANK NATIONAL ASSOCIATION, AS OWNER TRUSTEE
 TO UNION TANK CAR COMPANY

| <u>L1N</u> | <u>L2N</u> | <u>L3N</u> | <u>L4N</u> | <u>L5U</u> | <u>L6U</u> |
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| UTCX 059726 | | UTLX 642952 | | | |
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| UTCX 059730 | | UTLX 642956 | | | |
| UTCX 059731 | | UTLX 642957 | | | |
| UTCX 059732 | | UTLX 642958 | | | |
| UTCX 059733 | | UTLX 642959 | | | |
| UTCX 059734 | | UTLX 642961 | | | |
| UTCX 059735 | | UTLX 642962 | | | |
| UTCX 059736 | | UTLX 642963 | | | |
| UTCX 059737 | | UTLX 642964 | | | |
| UTCX 059738 | | UTLX 642965 | | | |
| UTCX 059739 | | UTLX 642966 | | | |
| UTCX 059740 | | UTLX 642967 | | | |
| UTCX 059742 | | UTLX 642968 | | | |
| UTCX 059743 | | UTLX 642969 | | | |
| UTCX 059744 | | UTLX 642970 | | | |
| UTCX 059745 | | UTLX 642971 | | | |
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| UTCX 059751 | | UTLX 642977 | | | |
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EXHIBIT B TO TERMINATION OF AGREEMENT
FROM U.S. BANK NATIONAL ASSOCIATION, AS OWNER TRUSTEE
TO UNION TANK CAR COMPANY

| <u>L1N</u> | <u>L2N</u> | <u>L3N</u> | <u>L4N</u> | <u>L5U</u> | <u>L6U</u> |
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EXHIBIT B TO TERMINATION OF AGREEMENT
FROM U.S. BANK NATIONAL ASSOCIATION, AS OWNER TRUSTEE
TO UNION TANK CAR COMPANY

| <u>L1N</u> | <u>L2N</u> | <u>L3N</u> | <u>L4N</u> | <u>L5U</u> | <u>L6U</u> |
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EXHIBIT B TO TERMINATION OF AGREEMENT
FROM U.S. BANK NATIONAL ASSOCIATION, AS OWNER TRUSTEE
TO UNION TANK CAR COMPANY

| <u>L1N</u> | <u>L2N</u> | <u>L3N</u> | <u>L4N</u> | <u>L5U</u> | <u>L6U</u> |
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| | | UTLX 643137 | | | |
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EXHIBIT C

BILL OF SALE

BILL OF SALE

U.S. BANK NATIONAL ASSOCIATION, a national banking association, not in its individual capacity, except as expressly stated herein, but solely as Owner Trustee under each Trust Agreement described below (collectively, the "Owner Trustee") under the following documents, in consideration of the sum of One Dollar (\$1) and other good and valuable consideration paid to it by UNION TANK CAR COMPANY, a Delaware corporation ("Buyer"), at or before the execution and delivery of these presents, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, convey, assign and set over unto Buyer and its successors and assigns all right, title and interest of the Owner Trustee in and to each unit of railroad equipment, together with appurtenances, accessories, parts and other equipment or property incorporated in, installed on or attached to such unit (collectively, the "Equipment") set forth on Exhibit A hereto:

1. Trust Agreement (L-1N) (UTC Trust No. 1992-A) dated as of June 24, 1992 between NYNEX Credit Company (the "NYNEX") and The Connecticut National Bank ("CNB").
2. Trust Agreement (L-2N) (UTC Trust No. 1992-A) dated as of June 24, 1992 between NYNEX and CNB.
3. Trust Agreement (L-3N) (UTC Trust No. 1992-A) dated as of June 24, 1992 between NYNEX and CNB.
4. Trust Agreement (L-4N) (UTC Trust No. 1992-A) dated as of June 24, 1992 between NYNEX and CNB.
5. Trust Agreement (L-5U) (UTC Trust No. 1992-A) dated as of June 24, 1992 between Unionbanc Leasing Corporation ("Unionbanc") and CNB.
6. Trust Agreement (L-6U) (UTC Trust No. 1992-A) dated as of June 24, 1992 between Unionbanc and CNB.

The Owner Trustee has succeeded to the rights of CNB and the Buyer has acquired the rights and interest of NYNEX and Unionbanc under each of the Trust Agreements described above.

To have and to hold all and singular the rights to the Equipment to Buyer and its successors and assigns for their own use and behoof forever.

The sale of the Equipment by the Owner Trustee hereunder is "as is" "where is" with all faults, with no representation or warranty of any kind, except that the Owner Trustee hereby warrants to Buyer and its successors and assigns that the Equipment is free and clear of all Lessor's Liens (as defined in the Trust Agreements and the documents relating thereto) attributable to the Owner Trustee.

OWNER TRUSTEE SELLS THE EQUIPMENT IN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS AND OWNER TRUSTEE MAKES NO REPRESENTATIONS OR

WARRANTIES OF ANY KIND EXCEPT AS EXPRESSLY SET FORTH IN THIS BILL OF SALE INCLUDING, RESPECTING THE CONDITION OF THE EQUIPMENT WHETHER STATUTORY, WRITTEN, ORAL OR IMPLIED, AND SELLER HAS NOT MADE AND DOES NOT HEREBY MAKE, NOR SHALL IT BE DEEMED BY VIRTUE OF HAVING SOLD THE EQUIPMENT PURSUANT TO THIS AGREEMENT TO HAVE MADE, ANY REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF WORKMANSHIP IN THE EQUIPMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND OWNER TRUSTEE SHALL NOT BE LIABLE, FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL PURPOSE DAMAGES IN CONTRACT, TORT OR OTHERWISE, ON ACCOUNT OF THIS AGREEMENT OR ANY MANUFACTURER'S DEFECT OR OTHER DEFECTS, WHETHER HIDDEN, LATENT OR OTHERWISE DISCOVERABLE OR NONDISCOVERABLE RESPECTING ANY ITEM OF EQUIPMENT.

At any time and from time to time after the date hereof, the Owner Trustee shall execute and deliver or cause to be executed and delivered to Buyer such other instruments and take such other action, all as Buyer may reasonably request and at Buyer's sole cost and expense, in order to carry out the intent and purpose of this Bill of Sale.

This Bill of Sale shall be governed by the laws of the State of New York without regard to principles of conflict of law.

It is expressly understood and agreed that (a) this Bill of Sale is executed and delivered by U.S. Bank National Association, not individually or personally but solely as Owner Trustee, (b) any representation, undertaking or agreement herein made on the part of the Owner Trustee is made and intended not as a personal representation, undertaking and agreement by U.S. Bank National Association and (c) under no circumstances shall U.S. Bank National Association be personally liable for the payment of any indebtedness or expenses of Owner Trustee or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by Owner Trustee hereunder.

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EXHIBIT D

SURVIVING TRUST AGREEMENTS

1. Trust Agreement (L-7K) (UTC Trust No. 1992-A) dated as of June 24, 1992 between the Keycorp Leasing Ltd. (the "Original L-7K Owner Participant") and the Original L-7K Owner Trustee. The Owner Trustee has succeeded to the rights of the Original L-7K Owner Trustee and the Owner Participant has acquired the rights and interest of the Original L-7K Owner Participant.
2. Trust Agreement (L-8K) (UTC Trust No. 1992-A) dated as of June 24, 1992 between the Keycorp Leasing Ltd. (the "Original L-8K Owner Participant") and the Original L-8K Owner Trustee. The Owner Trustee has succeeded to the rights of the Original L-8K Owner Trustee and the Owner Participant has acquired the rights and interest of the Original L-8K Owner Participant.
3. Trust Agreement (L-9K) (UTC Trust No. 1992-A) dated as of June 24, 1992 between the Keycorp Leasing Ltd. (the "Original L-9K Owner Participant") and the Original L-9K Owner Trustee. The Owner Trustee has succeeded to the rights of the Original L-9K Owner Trustee and the Owner Participant has acquired the rights and interest of the Original L-9K Owner Participant.
4. Trust Agreement (L-10K) (UTC Trust No. 1992-A) dated as of June 24, 1992 between the Keycorp Leasing Ltd. (the "Original L-10K Owner Participant") and the Original L-10K Owner Trustee. The Owner Trustee has succeeded to the rights of the Original L-10K Owner Trustee and the Owner Participant has acquired the rights and interest of the Original L-10K Owner Participant.