RECORDATION NO. 21296 FILED

MAR 30 '98 10-20 AM

HOGAN & HARTSON L.L.P.

RECORDATION NO. 21296 FILED - A

MAR 30 '98 10-20 AM

COLUMBIA SQUARE
555 THIRTEENTH STREET, NW
WASHINGTON, DC 20004-1109
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March 30, 1998

RECORDATION NO. 21297 FILED

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MAR 30 '98 10-20 AM

MAR 30 10 20 AM 98

SURFACE TRANSPORTATION BOARD

BY HAND DELIVERY

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

Dear Secretary Williams:

Pursuant to the provisions of 49 U.S.C. § 11301 and in accordance with 49 C.F.R. § 1177, the documents described below are enclosed herewith for filing and recordation.

1. Three (3) executed original and two (2) certified true copies of the Trust Indenture and Security Agreement, a primary document, dated March 30, 1998.

   The names and addresses of the parties to this document are as follows:

   Owner Trustee: Wilmington Trust Company
   Rodney Square North
   1100 North Market Street
   Wilmington, DE 19890

   Indenture Trustee: Harris Trust and Savings Bank
   311 West Monroe Street
   Chicago, IL 60606

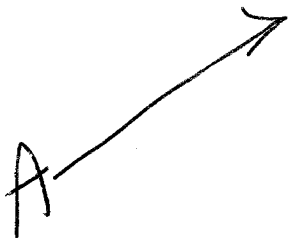
2. Three (3) executed original and two (2) certified true copies of the Equipment Lease Agreement, a primary document, dated March 30, 1998.

   The names and addresses of the parties to this document are as follows:

Owner Trustee/Lessor: Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, DE 19890

Lessee: Union Tank Car Company
225 West Washington Street, 19th Floor
Chicago, IL 60606

3. Three (3) executed originals and two (2) certified true copies of Trust Indenture Supplement No. 1, a secondary document, dated March 30, 1998.



The names and addresses of the parties to this document are as follows:

Owner Trustee: Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, DE 19890

Owner Participant: FNBC Leasing Corporation
One First National Plaza
Mail Suite 0502
Chicago, IL 60670-0502

4. Three (3) executed originals and two (2) certified true copies of Lease Supplement No. 1, a secondary document, dated March 30, 1998.

The names and addresses of the parties to this document are as follows:

Owner Trustee/Lessor: Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, DE 19890

Lessee: Union Tank Car Company
225 West Washington Street, 19th Floor
Chicago, IL 60606

A description of the railroad equipment which is the subject of the Trust Indenture and Security Agreement, the Equipment Lease Agreement, Trust Indenture Supplement No. 1, and Lease Supplement No. 1 (documents 1-4 described above) is set forth on Schedule 1 to Lease Supplement No. 1.

Also enclosed is a payment in the amount of $104.00 in order to cover the required recordation fee. Please return to bearer the three (3) stamped originals and one (1) of the stamped certified true copies of each of the enclosed documents.

Sincerely,

Bonnie Millar

Bonnie Millar

BM2/bm2

Enclosures

RECORDATION NO 21296-A FILED

MAR 30 '98 10-20 AM

TRUST INDENTURE SUPPLEMENT NO. 1
(UTC Trust No. 1998-A)
(L-15)

This Indenture Supplement No. 1 (UTC Trust No. 1998-A), dated March 30, 1998 (this *"Indenture Supplement"*), of Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity but solely as trustee (the *"Owner Trustee"*) under the Trust Agreement (UTC Trust No. 1998-A), dated March 30, 1998 (the *"Trust Agreement"*), between the Owner Trustee in its individual capacity and FNBC Leasing Corporation, a Delaware corporation, as Owner Participant;

WITNESSETH:

WHEREAS, the Trust Indenture and Security Agreement (UTC Trust No. 1998-A) (L-15) dated March 30, 1998 (the *"Indenture"*), between the Owner Trustee and Harris Trust and Savings Bank, as Indenture Trustee (the *"Indenture Trustee"*), provides for the execution and delivery of Indenture Supplements thereto substantially in the form hereof each of which shall particularly describe the Units covered by a related Lease Supplement under the Lease, by having attached thereto a copy of such related Lease Supplement, and shall specifically mortgage such Units to the Indenture Trustee;

WHEREAS, the Indenture includes the Units described in the copy of Lease Supplement No. 1 attached hereto and made a part hereof; and

WHEREAS, an executed counterpart of the Indenture is attached to this Indenture Supplement;

NOW, THEREFORE, in order to secure the prompt payment of the principal of, and Make-Whole Amount, if any, and interest on all of the Equipment Notes from time to time outstanding under the Indenture and the performance and observance by the Owner Trustee of all the agreements, covenants and provisions in the Indenture for the benefit of the holders of the Equipment Notes and in the Equipment Notes, subject to the terms and conditions of the Indenture, and in consideration of the premises and of the covenants contained in the Indenture and of the acceptance of the Equipment Notes by the holders thereof, and of the sum of $1.00 paid to the Owner Trustee by the Indenture Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Owner Trustee (i) has sold, assigned, transferred, pledged and confirmed, and does hereby sell, assign, transfer, pledge and confirm, a security interest in and mortgage lien on all right, title and interest of the Owner Trustee in and to the property comprising the Equipment described in the copy of Lease Supplement No. 1 attached hereto, and (ii) has sold, assigned, transferred and set over, a security interest in and mortgage lien on all of the right, title and interest of the Owner Trustee under, in and to such Lease Supplement (excluding, however, any rights to Excepted Property thereunder), referred to above, to the Indenture Trustee, its successors and assigns, in the trust created by the Indenture for the benefit of the holders from time to time of the Equipment Notes.

To have and to hold all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, in trust for the benefit and security of the holders from time to time of the Equipment Notes and for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

It is the intention of the parties hereto that all Equipment Notes issued and outstanding under this Indenture Supplement rank on a parity with each other Equipment Note and with each other series of the Equipment Notes and that, as to each other Equipment Note of and each other series of the Equipment Notes, they be secured equally and ratably by the collateral described herein, without preference, priority or distinction of any one thereof over any other by reason of difference in time of issuance or otherwise, and that each such Equipment Note be entitled to the same benefits and security in the Indenture and this Indenture Supplement as each other.

The Equipment Notes issued under this Indenture Supplement shall be designated as Equipment Notes 1998-A. The Equipment Notes shall be substantially in the form set forth in Section 2.01 of the Indenture. The Equipment Notes issued under this Indenture Supplement shall be dated the date of issuance thereof, shall be issued in the maturities and principal amounts and shall bear interest as specified in Exhibit A hereto. The principal of each Equipment Note shall be payable on January 2 of each year, commencing January 2, 2000, and thereafter to and including January 2, 2014, but excluding January 2, 2009.

This Supplement shall be construed as supplemental to the Indenture and shall form a part of it, and the Indenture is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

This Supplement may be executed by the Owner Trustee in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Supplement.

AND FURTHER, the Owner Trustee hereby acknowledges that the Equipment referred to in the aforesaid Lease Supplement attached hereto and made a part hereof has been delivered to the Owner Trustee and is included in the property of the Owner Trustee covered by all the terms and conditions of the Trust Agreement, subject to the pledge or mortgage thereof under the Indenture.

IN WITNESS WHEREOF, the Owner Trustee has caused this Indenture Supplement to be duly executed by one of its duly authorized officers, on the day and year first above written.

WILMINGTON TRUST COMPANY,
not in its individual capacity, but solely as
Owner Trustee

By: _____
Name: James P. Lawler
Title: Vice President

State of DE)
) SS
County of NEW CASTLE

On this 24 day of March, 1998, before me personally appeared James P. Lawler to me personally known, who being by me duly sworn, say that he is ~~Vice President~~ of Wilmington Trust Company, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he or she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public Patricia Pierce

[Notarial Seal]

PATRICIA PIERCE
NOTARY PUBLIC - DELAWARE
My commission expires Aug. 22, 2000

My commission expires:

36299774.1 32498 1532E 98431299

EXHIBIT A

Terms of Equipment Notes

	Principal Amount	Interest Rate	Final Maturity
Note A-1	$61,061,000	6.57%	January 2, 2013
Note A-2	6,036,000	6.57%	January 2, 2014

LEASE SUPPLEMENT NO. 1
(UTC Trust No. 1998-A) (L-15)

This Lease Supplement No. 1, dated March 30, 1998 between Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity, but solely as Owner Trustee under the Trust Agreement (*"Lessor"*), and Union Tank Car Company, a Delaware corporation (*"Lessee"*);

Witnesseth:

Lessor and Lessee have heretofore entered into that certain Equipment Lease Agreement (UTC Trust No. 1998-A) (L-15) dated March 30, 1998 (the *"Lease"*). The terms used herein are used with the meanings specified in the Lease.

The Lease provides for the execution and delivery of one or more Lease Supplements substantially in the form hereof for, among other things, the purpose of particularly describing all or a portion of the Units of Equipment to be leased to Lessee under the Lease.

Now, Therefore, in consideration of the premises and other good and sufficient consideration, and pursuant to Section 2 of the Lease, Lessor and Lessee hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as herein supplemented, the Units described in Schedule 1 hereto.

2. All of the terms and provisions of the Lease are hereby incorporated by reference in this Lease Supplement to the same extent as if fully set forth herein.

3. To the extent that this Lease Supplement constitutes chattel paper (as such term is defined in the Uniform Commercial Code) no security interest in this Lease Supplement may be created through the transfer or possession of any counterpart hereof other than the counterpart bearing the receipt therefor executed by the Indenture Trustee on the signature page hereof, which counterpart shall constitute the only "original" hereof for purposes of the Uniform Commercial Code.

4. This Lease Supplement shall be governed by and construed in accordance with the internal laws and decisions of the State of Illinois; *provided, however,* that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation.

5. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement to be duly executed on the day and year first above written and to be delivered on the date first above written.

WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as Owner Trustee under the Trust Agreement

By:_____
Name: Patricia A. Evans
Title: Financial Services Officer

UNION TANK CAR COMPANY

By:_____
Name: Mark Garrette
Title: Vice President

State of Delaware)
) SS
County of New Castle)

On this 24 day of March, 1998, before me personally appeared Patricia A. Evans, to me personally known, who being by me duly sworn, say that she is Financial Services Officer of Wilmington Trust Company, that said instrument was signed on such date on behalf of said corporation solely in its capacity as Owner Trustee under the Trust Agreement referred to in said instrument, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation in such capacity.

Patricia Pierce
Notary Public

PATRICIA PIERCE
NOTARY PUBLIC - DELAWARE
My commission expires Aug. 22, 2000

[Notarial Seal]

My commission expires:

State of Illinois)
) SS
County of Cook)

On this ____ day of March, 1998, before me personally appeared Mark Garrette, to me personally known, who being by me duly sworn, say that he is Vice President of Union Tank Car Company, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My commission expires:

C:\80351\7267\LEASESUP.030

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement to be duly executed on the day and year first above written and to be delivered on the date first above written.

WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as Owner Trustee under the Trust Agreement

By:_____
Name:
Title:

UNION TANK CAR COMPANY

By:_____
Name: Mark Garrette
Title: Vice President

State of)
) SS
County of)

On this ____ day of March, 1998, before me personally appeared _____, to me personally known, who being by me duly sworn, say that he is _____ of Wilmington Trust Company, that said instrument was signed on such date on behalf of said corporation solely in its capacity as Owner Trustee under the Trust Agreement referred to in said instrument, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation in such capacity.

_____
Notary Public

[Notarial Seal]

My commission expires:

State of Illinois)
) SS
County of Cook)

On this 25th day of March, 1998, before me personally appeared Mark Garrette, to me personally known, who being by me duly sworn, say that he is Vice President of Union Tank Car Company, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Clare C. Potempa
Notary Public

[Notarial Seal]

My commission expires:

OFFICIAL SEAL
CLARE C. POTEMPA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5-20-2000

C:\80351\7267\LEASESUP.030

Union Tank Car Company

Schedule I

Road Mark	Car Number	Built Date	AAR Code	DOT Class
Group I - General Service Tank Cars				
PROX	16316	97/06	T054	111A100W2
PROX	16317	97/07	T054	111A100W2
PROX	16318	97/06	T054	111A100W2
PROX	16319	97/06	T054	111A100W2
PROX	16320	97/06	T054	111A100W2
PROX	16321	97/06	T054	111A100W2
PROX	16322	97/05	T054	111A100W2
PROX	16323	97/06	T054	111A100W2
PROX	16324	97/05	T054	111A100W2
PROX	16325	97/06	T054	111A100W2
PROX	16326	97/06	T054	111A100W2
PROX	16327	97/06	T054	111A100W2
PROX	16328	97/06	T054	111A100W2
PROX	16329	97/06	T054	111A100W2
PROX	16330	97/06	T054	111A100W2
PROX	16331	97/06	T054	111A100W2
PROX	16332	97/06	T054	111A100W2
PROX	16333	97/06	T054	111A100W2
PROX	16334	97/06	T054	111A100W2
PROX	16335	97/06	T054	111A100W2
PROX	16336	97/06	T054	111A100W2
PROX	16337	97/06	T054	111A100W2
PROX	16338	97/06	T054	111A100W2
PROX	16339	97/07	T054	111A100W2
PROX	16340	97/07	T054	111A100W2
PROX	16341	97/07	T054	111A100W2
PROX	16342	97/07	T054	111A100W2
PROX	16343	97/08	T054	111A100W2
PROX	16344	97/07	T054	111A100W2
PROX	16345	97/07	T054	111A100W2
PROX	16346	97/07	T054	111A100W2
PROX	16347	97/07	T054	111A100W2
PROX	16348	97/07	T054	111A100W2
PROX	16349	97/07	T054	111A100W2
PROX	16350	97/07	T054	111A100W2
PROX	16351	97/07	T054	111A100W2
UTLX	125571	97/10	T054	111A100W2
UTLX	125572	97/10	T054	111A100W2
UTLX	125573	97/10	T054	111A100W2
UTLX	125574	97/10	T054	111A100W2
UTLX	125575	97/10	T054	111A100W2

Union Tank Car Company **Schedule I**

Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTLX	125576	97/10	T054	111A100W2
UTLX	125577	97/10	T054	111A100W2
UTLX	125578	97/10	T054	111A100W2
UTLX	125579	97/10	T054	111A100W2
UTLX	125580	97/10	T054	111A100W2
UTLX	125581	97/10	T054	111A100W2
UTLX	125582	97/10	T054	111A100W2
UTLX	125583	97/10	T054	111A100W2
UTLX	125584	97/11	T054	111A100W2
UTLX	125585	97/11	T054	111A100W2
UTLX	125586	97/11	T054	111A100W2
UTLX	125587	97/11	T054	111A100W2
UTLX	125588	97/11	T054	111A100W2
UTLX	125589	97/11	T054	111A100W2
UTLX	125590	97/11	T054	111A100W2
			Total T054 Cars	56
UTLX	200661	97/03	T065	111A60W7
UTLX	200662	97/03	T065	111A60W7
UTLX	200663	97/03	T065	111A60W7
UTLX	200664	97/03	T065	111A60W7
UTLX	200665	97/03	T065	111A60W7
UTLX	200666	97/03	T065	111A60W7
UTLX	200667	97/03	T065	111A60W7
UTLX	200668	97/03	T065	111A60W7
UTLX	200669	97/03	T065	111A60W7
UTLX	200670	97/03	T065	111A60W7
UTLX	200671	97/03	T065	111A60W7
UTLX	200672	97/03	T065	111A60W7
UTLX	200673	97/03	T065	111A60W7
UTLX	200674	97/03	T065	111A60W7
UTLX	200675	97/03	T065	111A60W7
UTLX	200676	97/03	T065	111A60W7
UTLX	200677	97/03	T065	111A60W7
UTLX	200678	97/03	T065	111A60W7
UTLX	200679	97/03	T065	111A60W7
UTLX	200680	97/04	T065	111A60W7
UTLX	200681	97/04	T065	111A60W7
UTLX	200682	97/05	T065	111A60W7
UTLX	200683	97/05	T065	111A60W7

Union Tank Car Company

Schedule I

Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTLX	200684	97/04	T065	111A60W7
UTLX	200685	97/04	T065	111A60W7
UTLX	200686	97/04	T065	111A60W7
UTLX	200687	97/04	T065	111A60W7
UTLX	200688	97/04	T065	111A60W7
UTLX	200689	97/04	T065	111A60W7
UTLX	200690	97/04	T065	111A60W7
UTLX	200691	97/04	T065	111A60W7
UTLX	200692	97/04	T065	111A60W7
UTLX	200693	97/04	T065	111A60W7
UTLX	200694	97/04	T065	111A60W7
UTLX	200695	97/04	T065	111A60W7
UTLX	200696	97/05	T065	111A60W7
UTLX	200697	97/05	T065	111A60W7
UTLX	200698	97/05	T065	111A60W7
UTLX	200699	97/04	T065	111A60W7
UTLX	200700	97/04	T065	111A60W7
UTLX	200701	97/04	T065	111A60W7
			Total T065 Cars	41
CELX	98330	97/08	T097	111A100W6
CELX	98331	97/08	T097	111A100W6
CELX	98332	97/08	T097	111A100W6
CELX	98333	97/08	T097	111A100W6
CELX	98334	97/08	T097	111A100W6
CELX	98335	97/08	T097	111A100W6
CELX	98336	97/08	T097	111A100W6
CELX	98337	97/09	T097	111A100W6
CELX	98338	97/09	T097	111A100W6
CELX	98339	97/09	T097	111A100W6
CELX	98340	97/09	T097	111A100W6
CELX	98341	97/09	T097	111A100W6
CELX	98342	97/09	T097	111A100W6
CELX	98343	97/09	T097	111A100W6
CELX	98344	97/09	T097	111A100W6
CELX	98345	97/09	T097	111A100W6
CELX	98346	97/09	T097	111A100W6
CELX	98347	97/09	T097	111A100W6
CELX	98348	97/09	T097	111A100W6
CELX	98349	97/09	T097	111A100W6

Union Tank Car Company

Schedule I

Road Mark	Car Number	Built Date	AAR Code	DOT Class
CELX	98350	97/09	T097	111A100W6
CELX	98351	97/09	T097	111A100W6
CELX	98352	97/09	T097	111A100W6
CELX	98353	97/10	T097	111A100W6
CELX	98354	97/09	T097	111A100W6
CELX	98355	97/09	T097	111A100W6
CELX	98356	97/10	T097	111A100W6
CELX	98357	97/10	T097	111A100W6
CELX	98358	97/10	T097	111A100W6
CELX	98359	97/09	T097	111A100W6
CELX	98360	97/10	T097	111A100W6
CELX	98361	97/10	T097	111A100W6
CELX	98362	97/10	T097	111A100W6
CELX	98363	97/10	T097	111A100W6
CELX	98364	97/10	T097	111A100W6
CELX	98365	97/10	T097	111A100W6
CELX	98366	97/10	T097	111A100W6
CELX	98367	97/10	T097	111A100W6
CELX	98368	97/10	T097	111A100W6
CELX	98369	97/10	T097	111A100W6
			Total T097 Cars	40
UTLX	300541	97/06	T104	211A100W1
UTLX	300542	97/06	T104	211A100W1
UTLX	300543	97/06	T104	211A100W1
UTLX	300544	97/06	T104	211A100W1
UTLX	300545	97/06	T104	211A100W1
UTLX	300546	97/06	T104	211A100W1
UTLX	300547	97/06	T104	211A100W1
UTLX	300548	97/06	T104	211A100W1
UTLX	300549	97/06	T104	211A100W1
UTLX	300550	97/06	T104	211A100W1
UTLX	300551	97/06	T104	211A100W1
UTLX	300552	97/06	T104	211A100W1
UTLX	300553	97/06	T104	211A100W1
UTLX	300554	97/06	T104	211A100W1
UTLX	300555	97/06	T104	211A100W1
UTLX	300556	97/06	T104	211A100W1
UTLX	300557	97/06	T104	211A100W1
UTLX	300558	97/06	T104	211A100W1

Union Tank Car Company

Schedule I

Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTLX	300559	97/06	T104	211A100W1
UTLX	300560	97/06	T104	211A100W1
UTLX	300561	97/06	T104	211A100W1
UTLX	300562	97/06	T104	211A100W1
UTLX	300563	97/06	T104	211A100W1
UTLX	300564	97/06	T104	211A100W1
UTLX	300565	97/06	T104	211A100W1
UTLX	300566	97/06	T104	211A100W1
UTLX	300567	97/06	T104	211A100W1
UTLX	300568	97/06	T104	211A100W1
UTLX	300569	97/06	T104	211A100W1
UTLX	300570	97/06	T104	211A100W1
UTLX	300571	97/06	T104	211A100W1
UTLX	300572	97/06	T104	211A100W1
UTLX	300573	97/06	T104	211A100W1
UTLX	300574	97/07	T104	211A100W1
UTLX	300575	97/07	T104	211A100W1
UTLX	300576	97/07	T104	211A100W1
UTLX	300577	97/06	T104	211A100W1
UTLX	300578	97/07	T104	211A100W1
UTLX	300579	97/07	T104	211A100W1
UTLX	300580	97/07	T104	211A100W1
UTLX	300581	97/07	T104	211A100W1
UTLX	300582	97/07	T104	211A100W1
UTLX	300583	97/07	T104	211A100W1
UTLX	300584	97/07	T104	211A100W1
UTLX	300585	97/07	T104	211A100W1
UTLX	300586	97/07	T104	211A100W1
UTLX	300587	97/07	T104	211A100W1
UTLX	300588	97/07	T104	211A100W1
UTLX	300589	97/07	T104	211A100W1
UTLX	300590	97/07	T104	211A100W1
UTLX	300591	97/07	T104	211A100W1
UTLX	300592	97/07	T104	211A100W1
UTLX	300593	97/07	T104	211A100W1
UTLX	300594	97/07	T104	211A100W1
UTLX	300595	97/07	T104	211A100W1
UTLX	300596	97/07	T104	211A100W1
UTLX	300597	97/07	T104	211A100W1
UTLX	300598	97/07	T104	211A100W1
UTLX	300599	97/07	T104	211A100W1
UTLX	300600	97/07	T104	211A100W1
UTLX	300601	97/07	T104	211A100W1

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Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTLX	300602	97/07	T104	211A100W1
UTLX	300603	97/07	T104	211A100W1
UTLX	300604	97/07	T104	211A100W1
			Total T104 Cars	64
UTLX	649967	97/10	T105	111A100W1
UTLX	649968	97/10	T105	111A100W1
UTLX	649969	97/10	T105	111A100W1
UTLX	649970	97/10	T105	111A100W1
UTLX	649971	97/10	T105	111A100W1
UTLX	660868	97/10	T105	111A100W1
UTLX	660869	97/10	T105	111A100W1
UTLX	660870	97/10	T105	111A100W1
UTLX	660871	97/10	T105	111A100W1
UTLX	660872	97/10	T105	111A100W1
UTLX	660873	97/10	T105	111A100W1
UTLX	660874	97/10	T105	111A100W1
UTLX	660875	97/10	T105	111A100W1
UTLX	660876	97/10	T105	111A100W1
UTLX	660877	97/10	T105	111A100W1
UTLX	649651	97/05	T105	111A100W1
UTLX	649652	97/05	T105	111A100W1
UTLX	649653	97/05	T105	111A100W1
UTLX	649654	97/05	T105	111A100W1
UTLX	649655	97/05	T105	111A100W1
UTLX	649656	97/05	T105	111A100W1
UTLX	649657	97/05	T105	111A100W1
UTLX	649658	97/05	T105	111A100W1
UTLX	649659	97/05	T105	111A100W1
UTLX	649660	97/05	T105	111A100W1
UTLX	649661	97/05	T105	111A100W1
UTLX	649662	97/05	T105	111A100W1
UTLX	649663	97/05	T105	111A100W1
UTLX	649664	97/05	T105	111A100W1
UTLX	649665	97/05	T105	111A100W1
UTLX	649666	97/05	T105	111A100W1
UTLX	649495	97/04	T105	111A100W1
UTLX	649496	97/04	T105	111A100W1
UTLX	649497	97/04	T105	111A100W1
UTLX	649498	97/04	T105	111A100W1

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Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTLX	649499	97/04	T105	111A100W1
UTLX	649500	97/05	T105	111A100W1
UTLX	649501	97/04	T105	111A100W1
UTLX	649502	97/05	T105	111A100W1
UTLX	649503	97/05	T105	111A100W1
UTLX	649504	97/04	T105	111A100W1
UTLX	660060	97/08	T105	111A100W1
UTLX	660061	97/09	T105	111A100W1
UTLX	660062	97/08	T105	111A100W1
UTLX	660063	97/08	T105	111A100W1
UTLX	660064	97/08	T105	111A100W1
UTLX	660065	97/08	T105	111A100W1
UTLX	660066	97/09	T105	111A100W1
UTLX	660067	97/08	T105	111A100W1
UTLX	660068	97/08	T105	111A100W1
UTLX	660069	97/08	T105	111A100W1
UTLX	660070	97/08	T105	111A100W1
UTLX	660071	97/08	T105	111A100W1
UTLX	660072	97/08	T105	111A100W1
UTLX	660073	97/08	T105	111A100W1
UTLX	660074	97/08	T105	111A100W1
UTLX	660075	97/08	T105	111A100W1
UTLX	660076	97/08	T105	111A100W1
UTLX	660077	97/08	T105	111A100W1
UTLX	660078	97/09	T105	111A100W1
UTLX	660079	97/08	T105	111A100W1
UTLX	660080	97/08	T105	111A100W1
UTLX	660081	97/08	T105	111A100W1
UTLX	660082	97/09	T105	111A100W1
UTLX	660083	97/08	T105	111A100W1
UTLX	660084	97/09	T105	111A100W1
UTLX	660085	97/09	T105	111A100W1
UTLX	660086	97/09	T105	111A100W1
UTLX	660087	97/09	T105	111A100W1
UTLX	660088	97/09	T105	111A100W1
UTLX	660089	97/09	T105	111A100W1
UTLX	649965	97/07	T105	111A100W1
UTLX	649966	97/09	T105	111A100W1
UTLX	649366	97/01	T105	111A100W1
UTLX	649367	97/01	T105	111A100W1
UTLX	649368	97/01	T105	111A100W1
UTLX	649369	97/01	T105	111A100W1
UTLX	649370	97/01	T105	111A100W1

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Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTLX	649371	97/01	T105	111A100W1
UTLX	649372	97/01	T105	111A100W1
UTLX	649373	97/01	T105	111A100W1
UTLX	649374	97/01	T105	111A100W1
UTLX	649375	97/01	T105	111A100W1
UTLX	649321	97/01	T105	111A100W1
UTLX	649322	97/01	T105	111A100W1
UTLX	649323	97/01	T105	111A100W1
UTLX	649324	97/01	T105	111A100W1
UTLX	649325	97/01	T105	111A100W1
UTLX	649326	97/01	T105	111A100W1
UTLX	649327	97/01	T105	111A100W1
UTLX	649328	97/01	T105	111A100W1
UTLX	649329	97/01	T105	111A100W1
UTLX	649330	97/01	T105	111A100W1
UTLX	649331	97/01	T105	111A100W1
UTLX	649332	97/01	T105	111A100W1
UTLX	649333	97/01	T105	111A100W1
UTLX	649334	97/01	T105	111A100W1
UTLX	649335	97/01	T105	111A100W1
UTLX	649336	97/01	T105	111A100W1
UTLX	649337	97/01	T105	111A100W1
UTLX	649338	97/01	T105	111A100W1
UTLX	649339	97/01	T105	111A100W1
UTLX	649340	97/01	T105	111A100W1
UTLX	649952	97/07	T105	111A100W1
UTLX	649953	97/07	T105	111A100W1
UTLX	649954	97/07	T105	111A100W1
UTLX	649955	97/07	T105	111A100W1
UTLX	649956	97/07	T105	111A100W1
UTLX	660115	97/09	T105	111A100W1
UTLX	660116	97/10	T105	111A100W1
UTLX	660117	97/09	T105	111A100W1
UTLX	660118	97/09	T105	111A100W1
UTLX	660119	97/09	T105	111A100W1
UTLX	660120	97/10	T105	111A100W1
UTLX	660121	97/09	T105	111A100W1
UTLX	660122	97/10	T105	111A100W1
UTLX	660123	97/09	T105	111A100W1
UTLX	660124	97/09	T105	111A100W1
UTLX	660125	97/09	T105	111A100W1
UTLX	660126	97/10	T105	111A100W1
UTLX	660127	97/10	T105	111A100W1

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Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTLX	660128	97/10	T105	111A100W1
UTLX	660129	97/10	T105	111A100W1
UTLX	660130	97/10	T105	111A100W1
UTLX	660131	97/10	T105	111A100W1
UTLX	660132	97/10	T105	111A100W1
UTLX	660133	97/11	T105	111A100W1
UTLX	660134	97/10	T105	111A100W1
UTLX	660135	97/10	T105	111A100W1
UTLX	660136	97/10	T105	111A100W1
UTLX	660137	97/10	T105	111A100W1
UTLX	660138	97/10	T105	111A100W1
UTLX	660139	97/10	T105	111A100W1
UTLX	660140	97/10	T105	111A100W1
UTLX	660141	97/11	T105	111A100W1
UTLX	660142	97/11	T105	111A100W1
UTLX	660143	97/10	T105	111A100W1
UTLX	660144	97/10	T105	111A100W1
UTLX	660145	97/10	T105	111A100W1
UTLX	660146	97/11	T105	111A100W1
UTLX	660147	97/10	T105	111A100W1
UTLX	660148	97/10	T105	111A100W1
UTLX	660149	97/10	T105	111A100W1
UTLX	660150	97/11	T105	111A100W1
UTLX	660151	97/11	T105	111A100W1
UTLX	660152	97/11	T105	111A100W1
UTLX	660153	97/11	T105	111A100W1
UTLX	660154	97/11	T105	111A100W1
UTLX	660155	97/11	T105	111A100W1
UTLX	660156	97/11	T105	111A100W1
UTLX	660157	97/11	T105	111A100W1
UTLX	660158	97/11	T105	111A100W1
UTLX	660159	97/11	T105	111A100W1
UTLX	660221	98/01	T105	111A100W1
UTLX	660224	98/01	T105	111A100W1
UTLX	660853	97/09	T105	111A100W1
UTLX	660854	97/09	T105	111A100W1
UTLX	660855	97/09	T105	111A100W1
UTLX	660856	97/09	T105	111A100W1
UTLX	660857	97/09	T105	111A100W1
UTLX	660858	97/09	T105	111A100W1
UTLX	660859	97/09	T105	111A100W1
UTLX	660860	97/09	T105	111A100W1
UTLX	660861	97/09	T105	111A100W1

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Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTLX	660862	97/09	T105	111A100W1
UTLX	660863	97/09	T105	111A100W1
UTLX	660864	97/09	T105	111A100W1
UTLX	660865	97/10	T105	111A100W1
UTLX	660866	97/10	T105	111A100W1
UTLX	660867	97/10	T105	111A100W1
UTLX	649824	97/04	T105	111A100W1
UTLX	649825	97/04	T105	111A100W1
UTLX	649826	97/04	T105	111A100W1
UTLX	649827	97/05	T105	111A100W1
UTLX	649828	97/05	T105	111A100W1
UTLX	649829	97/05	T105	111A100W1
UTLX	649830	97/04	T105	111A100W1
UTLX	649831	97/05	T105	111A100W1
UTLX	649832	97/05	T105	111A100W1
UTLX	649833	97/05	T105	111A100W1
UTLX	649834	97/05	T105	111A100W1
UTLX	649835	97/05	T105	111A100W1
UTLX	649836	97/05	T105	111A100W1
UTLX	649586	97/03	T105	111A100W1
UTLX	649587	97/04	T105	111A100W1
UTLX	649588	97/03	T105	111A100W1
UTLX	649589	97/03	T105	111A100W1
UTLX	649590	97/03	T105	111A100W1
UTLX	649591	97/03	T105	111A100W1
UTLX	649592	97/03	T105	111A100W1
UTLX	649593	97/03	T105	111A100W1
UTLX	649594	97/03	T105	111A100W1
UTLX	649595	97/04	T105	111A100W1
UTLX	649596	97/03	T105	111A100W1
UTLX	649597	97/04	T105	111A100W1
UTLX	649598	97/04	T105	111A100W1
UTLX	649599	97/04	T105	111A100W1
UTLX	649600	97/04	T105	111A100W1
UTLX	649963	97/07	T105	111A100W1
UTLX	649964	97/07	T105	111A100W1
UTLX	649383	97/01	T105	111A100W1
UTLX	649384	97/02	T105	111A100W1
UTLX	649385	97/01	T105	111A100W1
UTLX	649488	97/03	T105	111A100W1
UTLX	649489	97/03	T105	111A100W1
UTLX	649490	97/03	T105	111A100W1
UTLX	649491	97/03	T105	111A100W1

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Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTLX	649492	97/03	T105	111A100W1
UTLX	649493	97/03	T105	111A100W1
UTLX	649494	97/03	T105	111A100W1
UTLX	649376	97/01	T105	111A100W1
UTLX	649377	97/01	T105	111A100W1
UTLX	649378	97/01	T105	111A100W1
UTLX	649379	97/01	T105	111A100W1
UTLX	649380	97/01	T105	111A100W1
UTLX	649381	97/01	T105	111A100W1
UTLX	649382	97/01	T105	111A100W1
UTLX	649957	97/09	T105	111A100W1
UTLX	649958	97/08	T105	111A100W1
UTLX	649959	97/09	T105	111A100W1
UTLX	649960	97/09	T105	111A100W1
UTLX	649961	97/09	T105	111A100W1
UTLX	649962	97/09	T105	111A100W1
UTLX	649947	97/07	T105	111A100W1
UTLX	649948	97/07	T105	111A100W1
UTLX	649949	97/07	T105	111A100W1
UTLX	649950	97/07	T105	111A100W1
UTLX	649951	97/07	T105	111A100W1
UTLX	649505	97/03	T105	111A100W1
UTLX	649506	97/03	T105	111A100W1
UTLX	649507	97/03	T105	111A100W1
UTLX	649812	97/04	T105	111A100W1
UTLX	649813	97/04	T105	111A100W1
UTLX	649814	97/05	T105	111A100W1
UTLX	649815	97/05	T105	111A100W1
UTLX	649816	97/04	T105	111A100W1
UTLX	649817	97/04	T105	111A100W1
UTLX	649818	97/05	T105	111A100W1
UTLX	649819	97/05	T105	111A100W1
UTLX	649820	97/04	T105	111A100W1
UTLX	649821	97/04	T105	111A100W1
UTLX	649822	97/04	T105	111A100W1
UTLX	649823	97/04	T105	111A100W1
			Total T105 Cars	243
UTLX	649163	97/01	T106	111A100W1
UTLX	649165	97/01	T106	111A100W1

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Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTLX	649167	97/01	T106	111A100W1
UTLX	649172	97/02	T106	111A100W1
UTLX	649174	97/01	T106	111A100W1
UTLX	649176	97/01	T106	111A100W1
UTLX	649177	97/01	T106	111A100W1
UTLX	649178	97/01	T106	111A100W1
UTLX	649179	97/01	T106	111A100W1
UTLX	649180	97/01	T106	111A100W1
UTLX	649181	97/01	T106	111A100W1
UTLX	649182	97/01	T106	111A100W1
UTLX	649183	97/01	T106	111A100W1
UTLX	649184	97/01	T106	111A100W1
UTLX	649185	97/01	T106	111A100W1
UTLX	649186	97/02	T106	111A100W1
UTLX	649187	97/01	T106	111A100W1
UTLX	649188	97/01	T106	111A100W1
UTLX	649189	97/01	T106	111A100W1
UTLX	649190	97/02	T106	111A100W1
UTLX	649191	97/02	T106	111A100W1
UTLX	649192	97/02	T106	111A100W1
UTLX	649193	97/02	T106	111A100W1
UTLX	649194	97/02	T106	111A100W1
UTLX	649195	97/02	T106	111A100W1
UTLX	649341	97/01	T106	111A100W1
UTLX	649342	97/01	T106	111A100W1
UTLX	649343	97/01	T106	111A100W1
UTLX	649344	97/02	T106	111A100W1
UTLX	649345	97/02	T106	111A100W1
UTLX	649346	97/02	T106	111A100W1
UTLX	649347	97/01	T106	111A100W1
UTLX	649348	97/02	T106	111A100W1
UTLX	649349	97/02	T106	111A100W1
UTLX	649350	97/02	T106	111A100W1
UTLX	649351	97/02	T106	111A100W1
UTLX	649352	97/01	T106	111A100W1
UTLX	649353	97/01	T106	111A100W1
UTLX	649354	97/02	T106	111A100W1
UTLX	649355	97/02	T106	111A100W1
UTLX	649356	97/02	T106	111A100W1
UTLX	649357	97/02	T106	111A100W1
UTLX	649358	97/02	T106	111A100W1
UTLX	649359	97/02	T106	111A100W1
UTLX	649360	97/02	T106	111A100W1

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Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTLX	649361	97/02	T106	111A100W1
UTLX	649362	97/02	T106	111A100W1
UTLX	649363	97/02	T106	111A100W1
UTLX	649364	97/02	T106	111A100W1
UTLX	649365	97/02	T106	111A100W1
UTLX	660816	98/01	T106	111A100W1
UTLX	660817	98/01	T106	111A100W1
UTLX	660818	98/01	T106	111A100W1
UTLX	660819	98/01	T106	111A100W1
UTLX	661001	98/02	T106	111A100W1
UTLX	661002	98/02	T106	111A100W1
UTLX	661003	98/02	T106	111A100W1
UTLX	661004	98/02	T106	111A100W1
UTLX	661006	98/01	T106	111A100W1
UTLX	661007	98/01	T106	111A100W1
UTLX	661008	98/01	T106	111A100W1
UTLX	661009	98/01	T106	111A100W1
UTLX	661010	98/02	T106	111A100W1
UTLX	661011	98/01	T106	111A100W1
UTLX	645641	97/09	T106	111A100W1
UTLX	645642	97/09	T106	111A100W1
UTLX	645643	97/09	T106	111A100W1
UTLX	645644	97/09	T106	111A100W1
UTLX	645645	97/09	T106	111A100W1
UTLX	645646	97/09	T106	111A100W1
UTLX	645647	97/09	T106	111A100W1
UTLX	660110	97/09	T106	111A100W1
UTLX	660114	97/10	T106	111A100W1
UTLX	660195	97/08	T106	111A100W1
UTLX	660196	97/08	T106	111A100W1
UTLX	660197	97/08	T106	111A100W1
UTLX	660198	97/08	T106	111A100W1
UTLX	660199	97/08	T106	111A100W1
UTLX	660200	97/08	T106	111A100W1
UTLX	660201	97/08	T106	111A100W1
UTLX	660202	97/08	T106	111A100W1
UTLX	660203	97/08	T106	111A100W1
UTLX	660204	97/08	T106	111A100W1
UTLX	660205	97/08	T106	111A100W1
UTLX	660206	97/08	T106	111A100W1
UTLX	660207	97/08	T106	111A100W1
UTLX	660208	97/08	T106	111A100W1
UTLX	660209	97/08	T106	111A100W1

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Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTLX	660210	97/08	T106	111A100W1
UTLX	660211	97/08	T106	111A100W1
UTLX	660212	97/08	T106	111A100W1
UTLX	660213	97/08	T106	111A100W1
UTLX	660214	97/08	T106	111A100W1
UTLX	660753	97/08	T106	111A100W1
UTLX	660754	97/08	T106	111A100W1
UTLX	660755	97/08	T106	111A100W1
UTLX	660756	97/08	T106	111A100W1
UTLX	660757	97/08	T106	111A100W1
UTLX	660758	97/09	T106	111A100W1
UTLX	660759	97/09	T106	111A100W1
UTLX	660760	97/09	T106	111A100W1
UTLX	660761	97/09	T106	111A100W1
UTLX	660762	97/09	T106	111A100W1
UTLX	660763	97/09	T106	111A100W1
UTLX	660764	97/09	T106	111A100W1
UTLX	660765	97/09	T106	111A100W1
UTLX	660766	97/09	T106	111A100W1
UTLX	660767	97/09	T106	111A100W1
UTLX	660768	97/09	T106	111A100W1
UTLX	660769	97/09	T106	111A100W1
UTLX	660770	97/09	T106	111A100W1
UTLX	660771	97/09	T106	111A100W1
UTLX	660772	97/09	T106	111A100W1
UTLX	660773	97/09	T106	111A100W1
UTLX	660774	97/09	T106	111A100W1
UTLX	660775	97/09	T106	111A100W1
UTLX	660776	97/09	T106	111A100W1
UTLX	660777	97/09	T106	111A100W1
UTLX	660779	97/10	T106	111A100W1
UTLX	660780	97/10	T106	111A100W1
UTLX	660781	97/10	T106	111A100W1
UTLX	660794	97/11	T106	111A100W1
UTLX	660815	98/01	T106	111A100W1
UTLX	661326	98/02	T106	111A100W1
CELX	13642	97/01	T106	111A100W1
CELX	13643	97/01	T106	111A100W1
CELX	13644	97/01	T106	111A100W1
CELX	13647	97/01	T106	111A100W1
CELX	13648	97/01	T106	111A100W1
CELX	13649	97/01	T106	111A100W1
CELX	13650	97/01	T106	111A100W1

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Road Mark	Car Number	Built Date	AAR Code	DOT Class
CELX	13651	97/01	T106	111A100W1
CELX	13652	97/01	T106	111A100W1
CELX	13653	97/01	T106	111A100W1
CELX	13655	97/01	T106	111A100W1
CELX	13656	97/01	T106	111A100W1
UTLX	645623	97/07	T106	111A100W1
UTLX	645624	97/07	T106	111A100W1
UTLX	645625	97/07	T106	111A100W1
UTLX	645626	97/07	T106	111A100W1
UTLX	645627	97/07	T106	111A100W1
UTLX	645628	97/07	T106	111A100W1
UTLX	649918	97/06	T106	111A100W1
UTLX	649919	97/07	T106	111A100W1
UTLX	649920	97/06	T106	111A100W1
UTLX	649921	97/06	T106	111A100W1
UTLX	649922	97/07	T106	111A100W1
UTLX	649923	97/07	T106	111A100W1
UTLX	649924	97/07	T106	111A100W1
UTLX	649925	97/06	T106	111A100W1
UTLX	649926	97/07	T106	111A100W1
UTLX	649927	97/06	T106	111A100W1
UTLX	649928	97/07	T106	111A100W1
UTLX	649929	97/07	T106	111A100W1
UTLX	649930	97/07	T106	111A100W1
UTLX	649931	97/07	T106	111A100W1
UTLX	649932	97/07	T106	111A100W1
UTLX	649933	97/07	T106	111A100W1
UTLX	649934	97/07	T106	111A100W1
UTLX	649935	97/07	T106	111A100W1
UTLX	649936	97/07	T106	111A100W1
UTLX	649937	97/07	T106	111A100W1
UTLX	649938	97/07	T106	111A100W1
UTLX	649939	97/07	T106	111A100W1
UTLX	649940	97/07	T106	111A100W1
UTLX	649941	97/07	T106	111A100W1
UTLX	649942	97/07	T106	111A100W1
UTLX	649943	97/07	T106	111A100W1
UTLX	649944	97/07	T106	111A100W1
UTLX	649945	97/07	T106	111A100W1
UTLX	649946	97/07	T106	111A100W1
UTLX	649972	97/06	T106	111A100W1
UTLX	649973	97/06	T106	111A100W1
UTLX	649974	97/06	T106	111A100W1

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Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTLX	649975	97/06	T106	111A100W1
UTLX	649976	97/06	T106	111A100W1
UTLX	649977	97/06	T106	111A100W1
UTLX	649978	97/06	T106	111A100W1
UTLX	649979	97/06	T106	111A100W1
UTLX	649980	97/06	T106	111A100W1
UTLX	649981	97/06	T106	111A100W1
UTLX	649982	97/06	T106	111A100W1
UTLX	649983	97/06	T106	111A100W1
UTLX	649984	97/06	T106	111A100W1
UTLX	649985	97/06	T106	111A100W1
UTLX	649986	97/07	T106	111A100W1
UTLX	649987	97/06	T106	111A100W1
UTLX	649988	97/06	T106	111A100W1
UTLX	649989	97/06	T106	111A100W1
UTLX	649990	97/06	T106	111A100W1
UTLX	649991	97/06	T106	111A100W1
UTLX	649992	97/06	T106	111A100W1
UTLX	649993	97/06	T106	111A100W1
UTLX	649994	97/06	T106	111A100W1
UTLX	649995	97/06	T106	111A100W1
UTLX	649996	97/07	T106	111A100W1
UTLX	649683	97/03	T106	111A100W1
UTLX	649684	97/03	T106	111A100W1
UTLX	649685	97/03	T106	111A100W1
UTLX	649686	97/03	T106	111A100W1
UTLX	649687	97/03	T106	111A100W1
UTLX	649688	97/03	T106	111A100W1
UTLX	649689	97/03	T106	111A100W1
UTLX	649690	97/03	T106	111A100W1
UTLX	649691	97/03	T106	111A100W1
UTLX	649692	97/03	T106	111A100W1
UTLX	649693	97/03	T106	111A100W1
UTLX	649694	97/03	T106	111A100W1
UTLX	649695	97/03	T106	111A100W1
UTLX	649696	97/03	T106	111A100W1
UTLX	649697	97/03	T106	111A100W1
UTLX	649698	97/03	T106	111A100W1
UTLX	649773	97/06	T106	111A100W1
UTLX	649774	97/06	T106	111A100W1
UTLX	649775	97/05	T106	111A100W1
UTLX	649776	97/06	T106	111A100W1
UTLX	649837	97/07	T106	111A100W1

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Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTLX	649838	97/06	T106	111A100W1
UTLX	649839	97/06	T106	111A100W1
UTLX	649840	97/06	T106	111A100W1
UTLX	649841	97/06	T106	111A100W1
UTLX	649842	97/06	T106	111A100W1
UTLX	649843	97/06	T106	111A100W1
UTLX	649844	97/06	T106	111A100W1
UTLX	649845	97/06	T106	111A100W1
UTLX	649846	97/06	T106	111A100W1
UTLX	649847	97/06	T106	111A100W1
UTLX	649699	97/04	T106	111A100W1
UTLX	649700	97/03	T106	111A100W1
UTLX	649701	97/04	T106	111A100W1
UTLX	649702	97/03	T106	111A100W1
UTLX	649703	97/04	T106	111A100W1
UTLX	649704	97/04	T106	111A100W1
UTLX	649705	97/03	T106	111A100W1
UTLX	649706	97/03	T106	111A100W1
UTLX	649707	97/04	T106	111A100W1
UTLX	649708	97/04	T106	111A100W1
UTLX	649709	97/04	T106	111A100W1
UTLX	649710	97/03	T106	111A100W1
UTLX	649711	97/04	T106	111A100W1
UTLX	649712	97/04	T106	111A100W1
UTLX	649713	97/04	T106	111A100W1
UTLX	649714	97/04	T106	111A100W1
UTLX	649715	97/04	T106	111A100W1
UTLX	649716	97/04	T106	111A100W1
UTLX	649767	97/05	T106	111A100W1
UTLX	649768	97/05	T106	111A100W1
UTLX	649769	97/05	T106	111A100W1
UTLX	649770	97/05	T106	111A100W1
UTLX	649771	97/05	T106	111A100W1
UTLX	649772	97/05	T106	111A100W1
UTLX	660820	98/01	T106	111A100W1
UTLX	660821	98/01	T106	111A100W1
UTLX	660822	98/01	T106	111A100W1
UTLX	660823	98/01	T106	111A100W1
UTLX	660824	98/01	T106	111A100W1
UTLX	660825	98/01	T106	111A100W1
UTLX	660826	98/01	T106	111A100W1
UTLX	660827	98/01	T106	111A100W1
UTLX	660964	98/01	T106	111A100W1

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Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTLX	660965	98/01	T106	111A100W1
UTLX	660966	98/01	T106	111A100W1
UTLX	660967	98/01	T106	111A100W1
UTLX	660968	98/01	T106	111A100W1
UTLX	660969	98/01	T106	111A100W1
UTLX	660970	98/01	T106	111A100W1
UTLX	660971	98/01	T106	111A100W1
UTLX	660972	98/01	T106	111A100W1
UTLX	660973	98/01	T106	111A100W1
UTLX	660974	98/01	T106	111A100W1
UTLX	660975	98/01	T106	111A100W1
UTLX	660976	98/01	T106	111A100W1
UTLX	660977	98/01	T106	111A100W1
UTLX	660978	98/01	T106	111A100W1
UTLX	660979	98/01	T106	111A100W1
UTLX	660980	98/01	T106	111A100W1
UTLX	661333	98/02	T106	111A100W1
UTLX	661334	98/02	T106	111A100W1
UTLX	661335	98/02	T106	111A100W1
UTLX	661336	98/02	T106	111A100W1
UTLX	661337	98/02	T106	111A100W1
UTLX	661338	98/02	T106	111A100W1
UTLX	661339	98/02	T106	111A100W1
UTLX	661340	98/02	T106	111A100W1
UTLX	660090	97/08	T106	111A100W1
UTLX	660091	97/08	T106	111A100W1
UTLX	660092	97/09	T106	111A100W1
UTLX	660093	97/08	T106	111A100W1
UTLX	660094	97/08	T106	111A100W1
UTLX	660095	97/08	T106	111A100W1
UTLX	660096	97/08	T106	111A100W1
UTLX	660097	97/09	T106	111A100W1
UTLX	660098	97/09	T106	111A100W1
UTLX	660099	97/08	T106	111A100W1
UTLX	660100	97/08	T106	111A100W1
UTLX	660101	97/09	T106	111A100W1
UTLX	660102	97/10	T106	111A100W1
UTLX	660103	97/09	T106	111A100W1
UTLX	660104	97/09	T106	111A100W1
UTLX	660105	97/09	T106	111A100W1
UTLX	660106	97/09	T106	111A100W1
UTLX	660107	97/09	T106	111A100W1
UTLX	660108	97/09	T106	111A100W1

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Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTLX	660109	97/09	T106	111A100W1
UTLX	660111	97/09	T106	111A100W1
UTLX	660113	97/09	T106	111A100W1
UTLX	661363	98/01	T106	111A100W1
UTLX	661364	98/01	T106	111A100W1
UTLX	661365	98/01	T106	111A100W1
UTLX	661366	98/01	T106	111A100W1
UTLX	661367	98/02	T106	111A100W1
UTLX	661368	98/01	T106	111A100W1
UTLX	661369	98/01	T106	111A100W1
UTLX	661370	98/01	T106	111A100W1
UTLX	661371	98/01	T106	111A100W1
UTLX	661372	98/02	T106	111A100W1
UTLX	661373	98/02	T106	111A100W1
UTLX	661374	98/01	T106	111A100W1
UTLX	661375	98/01	T106	111A100W1
UTLX	661376	98/02	T106	111A100W1
UTLX	661377	98/02	T106	111A100W1
UTLX	661378	98/02	T106	111A100W1
UTLX	661379	98/02	T106	111A100W1
UTLX	661380	98/02	T106	111A100W1
UTLX	661381	98/02	T106	111A100W1
UTLX	661382	98/02	T106	111A100W1
UTLX	661383	98/02	T106	111A100W1
UTLX	661384	98/02	T106	111A100W1
UTLX	661385	98/02	T106	111A100W1
UTLX	661386	98/02	T106	111A100W1
UTLX	661387	98/02	T106	111A100W1
UTLX	660160	97/08	T106	111A100W1
UTLX	660161	97/08	T106	111A100W1
UTLX	660162	97/08	T106	111A100W1
UTLX	660163	97/08	T106	111A100W1
UTLX	660164	97/08	T106	111A100W1
UTLX	660165	97/09	T106	111A100W1
UTLX	660166	97/08	T106	111A100W1
UTLX	660167	97/08	T106	111A100W1
UTLX	660168	97/08	T106	111A100W1
UTLX	660169	97/08	T106	111A100W1
UTLX	660170	97/08	T106	111A100W1
UTLX	660171	97/08	T106	111A100W1
UTLX	660172	97/08	T106	111A100W1
UTLX	660173	97/08	T106	111A100W1
UTLX	660174	97/08	T106	111A100W1

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Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTLX	660175	97/08	T106	111A100W1
UTLX	660176	97/08	T106	111A100W1
UTLX	660177	97/09	T106	111A100W1
UTLX	660178	97/08	T106	111A100W1
UTLX	660179	97/08	T106	111A100W1
UTLX	660180	97/08	T106	111A100W1
UTLX	660181	97/09	T106	111A100W1
UTLX	660182	97/08	T106	111A100W1
UTLX	660183	97/09	T106	111A100W1
UTLX	660184	97/09	T106	111A100W1
UTLX	660185	97/09	T106	111A100W1
UTLX	660186	97/09	T106	111A100W1
UTLX	660187	97/09	T106	111A100W1
UTLX	660188	97/09	T106	111A100W1
UTLX	660189	97/09	T106	111A100W1
UTLX	660190	97/09	T106	111A100W1
UTLX	660191	97/09	T106	111A100W1
UTLX	660192	97/09	T106	111A100W1
UTLX	660193	97/09	T106	111A100W1
UTLX	660194	97/09	T106	111A100W1
UTLX	649777	97/06	T106	111A100W1
UTLX	649778	97/06	T106	111A100W1
UTLX	649779	97/06	T106	111A100W1
UTLX	649780	97/06	T106	111A100W1
UTLX	649781	97/06	T106	111A100W1
UTLX	649782	97/05	T106	111A100W1
UTLX	649783	97/06	T106	111A100W1
UTLX	649784	97/06	T106	111A100W1
UTLX	649785	97/06	T106	111A100W1
UTLX	649786	97/06	T106	111A100W1
UTLX	649787	97/06	T106	111A100W1
UTLX	649788	97/06	T106	111A100W1
UTLX	649789	97/06	T106	111A100W1
UTLX	649790	97/06	T106	111A100W1
UTLX	649791	97/06	T106	111A100W1
UTLX	660782	97/10	T106	111A100W1
UTLX	660783	97/10	T106	111A100W1
UTLX	660784	97/10	T106	111A100W1
UTLX	660785	97/10	T106	111A100W1
UTLX	660786	97/10	T106	111A100W1
UTLX	660787	97/10	T106	111A100W1
UTLX	660788	97/10	T106	111A100W1
UTLX	660789	97/10	T106	111A100W1

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Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTLX	660790	97/11	T106	111A100W1
UTLX	660791	97/10	T106	111A100W1
UTLX	660792	97/11	T106	111A100W1
UTLX	660793	97/11	T106	111A100W1
UTLX	660795	97/11	T106	111A100W1
UTLX	660796	97/11	T106	111A100W1
UTLX	660797	97/11	T106	111A100W1
UTLX	660798	97/11	T106	111A100W1
UTLX	660799	97/11	T106	111A100W1
UTLX	660800	97/11	T106	111A100W1
UTLX	660801	97/12	T106	111A100W1
UTLX	660802	97/11	T106	111A100W1
UTLX	649667	97/03	T106	111A100W1
UTLX	649668	97/03	T106	111A100W1
UTLX	649669	97/03	T106	111A100W1
UTLX	649670	97/03	T106	111A100W1
UTLX	649671	97/03	T106	111A100W1
UTLX	649672	97/03	T106	111A100W1
UTLX	649673	97/03	T106	111A100W1
UTLX	649674	97/03	T106	111A100W1
UTLX	649675	97/03	T106	111A100W1
UTLX	649676	97/03	T106	111A100W1
UTLX	649677	97/03	T106	111A100W1
UTLX	649678	97/03	T106	111A100W1
UTLX	649679	97/03	T106	111A100W1
UTLX	649680	97/03	T106	111A100W1
UTLX	649681	97/03	T106	111A100W1
UTLX	649682	97/03	T106	111A100W1
UTLX	649862	97/04	T106	111A100W1
UTLX	649863	97/04	T106	111A100W1
UTLX	649864	97/04	T106	111A100W1
UTLX	649865	97/04	T106	111A100W1
UTLX	649866	97/04	T106	111A100W1
UTLX	649867	97/04	T106	111A100W1
UTLX	649868	97/04	T106	111A100W1
UTLX	649869	97/04	T106	111A100W1
UTLX	649870	97/04	T106	111A100W1
UTLX	649871	97/04	T106	111A100W1
UTLX	649872	97/04	T106	111A100W1
UTLX	649873	97/04	T106	111A100W1
UTLX	649874	97/04	T106	111A100W1
UTLX	649875	97/04	T106	111A100W1
UTLX	649876	97/04	T106	111A100W1

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Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTLX	649877	97/04	T106	111A100W1
UTLX	649878	97/04	T106	111A100W1
UTLX	649879	97/04	T106	111A100W1
UTLX	649880	97/04	T106	111A100W1
UTLX	649881	97/04	T106	111A100W1
UTLX	649882	97/04	T106	111A100W1
UTLX	649883	97/04	T106	111A100W1
UTLX	649884	97/04	T106	111A100W1
UTLX	649885	97/04	T106	111A100W1
UTLX	649886	97/04	T106	111A100W1
UTLX	660225	97/10	T106	111A100W1
UTLX	660226	97/10	T106	111A100W1
UTLX	660227	97/10	T106	111A100W1
UTLX	660228	97/10	T106	111A100W1
UTLX	660229	97/10	T106	111A100W1
UTLX	660230	97/10	T106	111A100W1
UTLX	660231	97/10	T106	111A100W1
UTLX	660232	97/10	T106	111A100W1
UTLX	660233	97/10	T106	111A100W1
UTLX	660234	97/10	T106	111A100W1
UTLX	660235	97/12	T106	111A100W1
UTLX	660236	97/10	T106	111A100W1
UTLX	660237	97/10	T106	111A100W1
UTLX	660238	97/10	T106	111A100W1
UTLX	660239	97/12	T106	111A100W1
UTLX	660240	97/12	T106	111A100W1
UTLX	660241	97/12	T106	111A100W1
UTLX	660242	97/12	T106	111A100W1
UTLX	660243	97/12	T106	111A100W1
UTLX	660244	97/12	T106	111A100W1
UTLX	660245	97/12	T106	111A100W1
UTLX	660246	97/11	T106	111A100W1
UTLX	660247	97/11	T106	111A100W1
UTLX	660248	97/11	T106	111A100W1
UTLX	660249	97/12	T106	111A100W1
UTLX	660250	97/12	T106	111A100W1
UTLX	660251	97/12	T106	111A100W1
UTLX	660252	97/11	T106	111A100W1
UTLX	660253	98/01	T106	111A100W1
UTLX	660254	97/12	T106	111A100W1
UTLX	660255	97/11	T106	111A100W1
UTLX	660256	97/12	T106	111A100W1
UTLX	660257	97/11	T106	111A100W1

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Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTLX	660258	97/12	T106	111A100W1
UTLX	660259	97/12	T106	111A100W1
UTLX	660260	97/12	T106	111A100W1
UTLX	660261	97/12	T106	111A100W1
UTLX	660262	97/12	T106	111A100W1
UTLX	660263	97/12	T106	111A100W1
UTLX	660264	97/12	T106	111A100W1
UTLX	660265	97/12	T106	111A100W1
UTLX	660266	97/12	T106	111A100W1
UTLX	660267	97/12	T106	111A100W1
UTLX	660268	97/12	T106	111A100W1
UTLX	660269	97/12	T106	111A100W1
UTLX	660270	98/01	T106	111A100W1
UTLX	660271	97/12	T106	111A100W1
UTLX	660272	97/12	T106	111A100W1
UTLX	660273	97/12	T106	111A100W1
UTLX	660274	97/12	T106	111A100W1
UTLX	660275	97/12	T106	111A100W1
UTLX	660276	98/01	T106	111A100W1
UTLX	660277	97/12	T106	111A100W1
UTLX	660278	98/01	T106	111A100W1
UTLX	660279	98/01	T106	111A100W1
UTLX	660280	98/01	T106	111A100W1
UTLX	661327	98/02	T106	111A100W1
UTLX	661328	98/02	T106	111A100W1
UTLX	661329	98/02	T106	111A100W1
UTLX	661330	98/02	T106	111A100W1
UTLX	661331	98/02	T106	111A100W1
UTLX	661332	98/02	T106	111A100W1
UTLX	645629	97/08	T106	111A100W1
UTLX	645630	97/08	T106	111A100W1
UTLX	645631	97/08	T106	111A100W1
UTLX	645632	97/08	T106	111A100W1
UTLX	645633	97/08	T106	111A100W1
UTLX	645634	97/08	T106	111A100W1
UTLX	645635	97/08	T106	111A100W1
UTLX	645636	97/08	T106	111A100W1
UTLX	645637	97/08	T106	111A100W1
UTLX	645638	97/08	T106	111A100W1
UTLX	645639	97/08	T106	111A100W1
UTLX	645640	97/08	T106	111A100W1
UTLX	660981	98/01	T106	111A100W1
UTLX	660982	98/01	T106	111A100W1

Union Tank Car Company

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Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTLX	660983	98/01	T106	111A100W1
UTLX	660984	98/02	T106	111A100W1
UTLX	660985	98/01	T106	111A100W1
UTLX	660986	98/01	T106	111A100W1
UTLX	660987	98/01	T106	111A100W1
UTLX	660988	98/02	T106	111A100W1
UTLX	660989	98/01	T106	111A100W1
UTLX	660990	98/01	T106	111A100W1
UTLX	660991	98/01	T106	111A100W1
UTLX	660992	98/01	T106	111A100W1
UTLX	660993	98/01	T106	111A100W1
UTLX	660994	98/01	T106	111A100W1
UTLX	660995	98/01	T106	111A100W1
UTLX	660996	98/01	T106	111A100W1
UTLX	660997	98/01	T106	111A100W1
UTLX	660998	98/01	T106	111A100W1
UTLX	660999	98/01	T106	111A100W1
UTLX	661000	98/01	T106	111A100W1
PROX	76450	97/09	T106	111A100W1
PROX	76451	97/09	T106	111A100W1
PROX	76452	97/09	T106	111A100W1
PROX	76453	97/09	T106	111A100W1
PROX	76454	97/09	T106	111A100W1
PROX	76455	97/09	T106	111A100W1
PROX	76456	97/09	T106	111A100W1
PROX	76457	97/09	T106	111A100W1
PROX	76458	97/09	T106	111A100W1
PROX	76459	97/09	T106	111A100W1
PROX	76460	97/09	T106	111A100W1
PROX	76461	97/09	T106	111A100W1
PROX	76462	97/09	T106	111A100W1
PROX	76463	97/09	T106	111A100W1
PROX	76464	97/09	T106	111A100W1
PROX	76465	97/09	T106	111A100W1
PROX	76466	97/09	T106	111A100W1
PROX	76467	97/09	T106	111A100W1
PROX	76468	97/09	T106	111A100W1
PROX	76469	97/09	T106	111A100W1
PROX	76470	97/09	T106	111A100W1
PROX	76471	97/09	T106	111A100W1
PROX	76472	97/09	T106	111A100W1
PROX	76473	97/09	T106	111A100W1
PROX	76474	97/09	T106	111A100W1

Union Tank Car Company **Schedule I**

Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTLX	660112	97/10	T106	111A100W1
UTLX	649917	97/07	T106	111A100W1
UTLX	649848	97/06	T106	111A100W1
UTLX	649849	97/07	T106	111A100W1
UTLX	649850	97/07	T106	111A100W1
UTLX	649851	97/07	T106	111A100W1
UTLX	649852	97/07	T106	111A100W1
UTLX	649853	97/06	T106	111A100W1
UTLX	649854	97/07	T106	111A100W1
UTLX	649855	97/07	T106	111A100W1
UTLX	649856	97/06	T106	111A100W1
UTLX	649857	97/07	T106	111A100W1
UTLX	649858	97/07	T106	111A100W1
UTLX	649859	97/07	T106	111A100W1
UTLX	649860	97/07	T106	111A100W1
UTLX	649861	97/07	T106	111A100W1
			Total T106 Cars	577
PROX	40480	97/04	T107	111A100W1
PROX	40481	97/04	T107	111A100W1
PROX	40482	97/04	T107	111A100W1
PROX	40483	97/04	T107	111A100W1
PROX	40484	97/04	T107	111A100W1
PROX	40485	97/04	T107	111A100W1
PROX	40486	97/04	T107	111A100W1
PROX	40487	97/01	T107	111A100W1
PROX	40488	97/01	T107	111A100W1
UTLX	649291	97/01	T107	111A100W1
UTLX	649294	97/01	T107	111A100W1
UTLX	649303	97/02	T107	111A100W1
UTLX	649304	97/02	T107	111A100W1
UTLX	649310	97/02	T107	111A100W1
UTLX	649315	97/01	T107	111A100W1
UTLX	649317	97/02	T107	111A100W1
UTLX	649318	97/01	T107	111A100W1
UTLX	649319	97/02	T107	111A100W1
UTLX	649096	97/01	T107	111A100W1
UTLX	649097	97/01	T107	111A100W1
UTLX	649099	97/01	T107	111A100W1
UTLX	649101	97/01	T107	111A100W1

Union Tank Car Company

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Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTLX	649103	97/01	T107	111A100W1
UTLX	649105	97/01	T107	111A100W1
UTLX	649386	97/02	T107	111A100W1
UTLX	649387	97/02	T107	111A100W1
UTLX	649388	97/02	T107	111A100W1
UTLX	649389	97/02	T107	111A100W1
UTLX	649390	97/02	T107	111A100W1
UTLX	649391	97/02	T107	111A100W1
UTLX	649392	97/03	T107	111A100W1
UTLX	649393	97/03	T107	111A100W1
UTLX	649394	97/03	T107	111A100W1
UTLX	649395	97/03	T107	111A100W1
UTLX	649396	97/03	T107	111A100W1
UTLX	649397	97/03	T107	111A100W1
UTLX	649398	97/02	T107	111A100W1
UTLX	649399	97/03	T107	111A100W1
UTLX	649400	97/03	T107	111A100W1
UTLX	649401	97/03	T107	111A100W1
UTLX	649402	97/03	T107	111A100W1
UTLX	649403	97/02	T107	111A100W1
UTLX	649404	97/03	T107	111A100W1
			Total T107 Cars	43
UTLX	202535	98/01	T108	111A100W1
UTLX	202536	98/01	T108	111A100W1
UTLX	202537	98/01	T108	111A100W1
UTLX	202538	98/01	T108	111A100W1
UTLX	202539	98/01	T108	111A100W1
UTLX	202540	98/01	T108	111A100W1
UTLX	202541	98/01	T108	111A100W1
UTLX	202542	98/01	T108	111A100W1
UTLX	202543	98/01	T108	111A100W1
UTLX	202544	98/01	T108	111A100W1
UTLX	202545	98/01	T108	111A100W1
UTLX	202546	98/01	T108	111A100W1
UTLX	202547	98/01	T108	111A100W1
UTLX	202356	97/06	T108	111A100W1
UTLX	202357	97/07	T108	111A100W1
UTLX	202358	97/06	T108	111A100W1
UTLX	202359	97/07	T108	111A100W1

Union Tank Car Company

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Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTLX	202360	97/06	T108	111A100W1
UTLX	202361	97/07	T108	111A100W1
UTLX	202362	97/07	T108	111A100W1
UTLX	202363	97/07	T108	111A100W1
UTLX	202364	97/07	T108	111A100W1
UTLX	202365	97/07	T108	111A100W1
UTLX	202366	97/07	T108	111A100W1
UTLX	202507	97/07	T108	111A100W1
UTLX	202508	97/07	T108	111A100W1
UTLX	202509	97/07	T108	111A100W1
UTLX	202510	97/08	T108	111A100W1
UTLX	202511	97/08	T108	111A100W1
UTLX	202512	97/07	T108	111A100W1
UTLX	202513	97/08	T108	111A100W1
UTLX	202514	97/07	T108	111A100W1
UTLX	202515	97/08	T108	111A100W1
UTLX	202516	97/08	T108	111A100W1
UTLX	202517	97/08	T108	111A100W1
UTLX	202518	97/07	T108	111A100W1
UTLX	202519	97/08	T108	111A100W1
UTLX	202520	97/08	T108	111A100W1
UTLX	202521	97/08	T108	111A100W1
PROX	40489	98/01	T108	111A100W1
PROX	40490	98/01	T108	111A100W1
PROX	40491	98/01	T108	111A100W1
PROX	40492	98/01	T108	111A100W1
PROX	40493	98/01	T108	111A100W1
PROX	40494	98/01	T108	111A100W1
PROX	40495	98/01	T108	111A100W1
PROX	40496	98/01	T108	111A100W1
PROX	40497	98/01	T108	111A100W1
PROX	40498	98/02	T108	111A100W1
PROX	40499	98/02	T108	111A100W1
PROX	40500	98/02	T108	111A100W1
PROX	40501	98/02	T108	111A100W1
PROX	40502	98/02	T108	111A100W1
PROX	40503	98/02	T108	111A100W1
PROX	40504	98/02	T108	111A100W1
PROX	40505	98/02	T108	111A100W1
PROX	40506	98/02	T108	111A100W1
PROX	40507	98/02	T108	111A100W1
UTLX	202346	97/06	T108	111A100W1
UTLX	202347	97/06	T108	111A100W1

Union Tank Car Company

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Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTLX	202348	97/07	T108	111A100W1
UTLX	202349	97/06	T108	111A100W1
UTLX	202350	97/06	T108	111A100W1
UTLX	202351	97/07	T108	111A100W1
UTLX	202352	97/07	T108	111A100W1
UTLX	202353	97/06	T108	111A100W1
UTLX	202354	97/06	T108	111A100W1
UTLX	202355	97/06	T108	111A100W1
UTLX	202548	98/01	T108	111A100W1
UTLX	202549	98/01	T108	111A100W1
UTLX	202650	98/01	T108	111A100W1
UTLX	202651	98/01	T108	111A100W1
UTLX	202652	98/01	T108	111A100W1
UTLX	202653	98/01	T108	111A100W1
UTLX	202654	98/01	T108	111A100W1
UTLX	202655	98/01	T108	111A100W1
UTLX	202656	98/01	T108	111A100W1
UTLX	202657	98/01	T108	111A100W1
UTLX	202658	98/01	T108	111A100W1
UTLX	202659	98/01	T108	111A100W1
PROX	40425	97/03	T108	111A100W1
PROX	40426	97/03	T108	111A100W1
PROX	40427	97/04	T108	111A100W1
PROX	40428	97/04	T108	111A100W1
PROX	40429	97/04	T108	111A100W1
PROX	40430	97/04	T108	111A100W1
PROX	40431	97/04	T108	111A100W1
PROX	40432	97/05	T108	111A100W1
PROX	40433	97/05	T108	111A100W1
PROX	40434	97/05	T108	111A100W1
PROX	40435	97/05	T108	111A100W1
PROX	40436	97/05	T108	111A100W1
PROX	40437	97/05	T108	111A100W1
PROX	40438	97/05	T108	111A100W1
PROX	40439	97/05	T108	111A100W1
PROX	40440	97/07	T108	111A100W1
PROX	40441	97/07	T108	111A100W1
PROX	40442	97/07	T108	111A100W1
PROX	40443	97/07	T108	111A100W1
PROX	40444	97/07	T108	111A100W1
PROX	40445	97/08	T108	111A100W1
PROX	40446	97/08	T108	111A100W1
PROX	40447	97/08	T108	111A100W1

Union Tank Car Company

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Road Mark	Car Number	Built Date	AAR Code	DOT Class
PROX	40448	97/08	T108	111A100W1
PROX	40449	97/08	T108	111A100W1
UTLX	202342	97/06	T108	111A100W1
UTLX	202343	97/07	T108	111A100W1
UTLX	202344	97/07	T108	111A100W1
UTLX	202345	97/06	T108	111A100W1
UTLX	202523	97/08	T108	111A100W1
UTLX	202524	97/08	T108	111A100W1
UTLX	202525	97/08	T108	111A100W1
UTLX	202526	97/08	T108	111A100W1
UTLX	202527	97/08	T108	111A100W1
UTLX	202528	97/08	T108	111A100W1
UTLX	202529	97/08	T108	111A100W1
UTLX	202530	97/08	T108	111A100W1
UTLX	202531	97/08	T108	111A100W1
			Total T108 Cars	118

Total Group I - General Service Tank Cars 1,182

Group II - Covered Hopper Cars

UNPX	127222	97/12	C712	LO
UNPX	127133	97/07	C712	LO
UNPX	127135	97/07	C712	LO
UNPX	127134	97/07	C712	LO
UNPX	127223	97/12	C712	LO
UNPX	127132	97/07	C712	LO
UNPX	127137	97/08	C712	LO
UNPX	127130	97/07	C712	LO
UNPX	127129	97/07	C712	LO
UNPX	127136	97/08	C712	LO
UNPX	127139	97/08	C712	LO
UNPX	127138	97/08	C712	LO
UNPX	127127	97/07	C712	LO
UNPX	127145	97/08	C712	LO
UNPX	127147	97/08	C712	LO
UNPX	127146	97/08	C712	LO
UNPX	127143	97/08	C712	LO
UNPX	127144	97/08	C712	LO

Union Tank Car Company

Schedule I

Road Mark	Car Number	Built Date	AAR Code	DOT Class
UNPX	127140	97/08	C712	LO
UNPX	127142	97/08	C712	LO
UNPX	127141	97/08	C712	LO
UNPX	127128	97/07	C712	LO
UNPX	127125	97/07	C712	LO
UNPX	127126	97/07	C712	LO
UNPX	127149	97/08	C712	LO
UNPX	127156	97/09	C712	LO
UNPX	127158	97/09	C712	LO
UNPX	127157	97/09	C712	LO
UNPX	127154	97/09	C712	LO
UNPX	127155	97/09	C712	LO
UNPX	127160	97/09	C712	LO
UNPX	127153	97/09	C712	LO
UNPX	127152	97/09	C712	LO
UNPX	127159	97/09	C712	LO
UNPX	127162	97/09	C712	LO
UNPX	127161	97/09	C712	LO
UNPX	127171	97/09	C712	LO
UNPX	127168	97/09	C712	LO
UNPX	127170	97/09	C712	LO
UNPX	127169	97/09	C712	LO
UNPX	127166	97/09	C712	LO
UNPX	127167	97/09	C712	LO
UNPX	127163	97/09	C712	LO
UNPX	127165	97/09	C712	LO
UNPX	127164	97/09	C712	LO
UNPX	127148	97/08	C712	LO
UNPX	127131	97/07	C712	LO
UNPX	127150	97/08	C712	LO
UNPX	127218	97/12	C712	LO
UNPX	127205	97/11	C712	LO
UNPX	127206	97/11	C712	LO
UNPX	127207	97/11	C712	LO
UNPX	127208	97/11	C712	LO
UNPX	127221	97/12	C712	LO
UNPX	127220	97/12	C712	LO
UNPX	127219	97/12	C712	LO
UNPX	127216	97/12	C712	LO
UNPX	127217	97/12	C712	LO
UNPX	127211	97/12	C712	LO
UNPX	127215	97/12	C712	LO
UNPX	127224	97/12	C712	LO

Union Tank Car Company **Schedule I**

Road Mark	Car Number	Built Date	AAR Code	DOT Class
UNPX	127214	97/12	C712	LO
UNPX	127213	97/12	C712	LO
UNPX	127209	97/11	C712	LO
UNPX	127210	97/12	C712	LO
UNPX	127212	97/12	C712	LO
UNPX	127204	97/11	C712	LO
UNPX	127203	97/11	C712	LO
UNPX	127202	97/11	C712	LO
UNPX	127201	97/11	C712	LO
UNPX	127172	97/10	C712	LO
UNPX	127173	97/10	C712	LO
UNPX	127174	97/10	C712	LO
UNPX	127190	97/11	C712	LO
UNPX	127191	97/11	C712	LO
UNPX	127192	97/11	C712	LO
UNPX	127151	97/08	C712	LO
UNPX	127193	97/11	C712	LO
UNPX	127194	97/11	C712	LO
UNPX	127195	97/11	C712	LO
UNPX	127200	97/11	C712	LO
UNPX	127199	97/11	C712	LO
UNPX	127198	97/11	C712	LO
UNPX	127197	97/11	C712	LO
UNPX	127196	97/11	C712	LO

Total Group II - Covered Hopper Cars **85**

Total RailCars **1,267**

Appendix A
Equipment Lease Agreement
Trust Indenture and Security Agreement
Participation Agreement
Trust Agreement

DEFINITIONS

General Provisions

The following terms shall have the following meanings for all purposes of the Operative Agreements referred to below, unless otherwise defined in an Operative Agreement or the context thereof shall otherwise require and such meanings shall be equally applicable to both the singular and the plural forms of the terms herein defined. In the case of any conflict between the provisions of this Appendix A and the provisions of the main body of any Operative Agreement, the provisions of the main body of such Operative Agreement shall control the construction of such Operative Agreement.

Unless the context otherwise requires, (i) references to agreements shall be deemed to mean and include such agreements as the same may be amended, supplemented and otherwise modified from time to time, and (ii) references to parties to agreements shall be deemed to include the permitted successors and assigns of such parties.

Defined Terms

"AAR" shall mean the American Association of Railroads or any successor thereto.

"Advance" shall have the meaning specified in Section 3.5 of the Lease.

"Affiliate" of any Person shall mean any other Person which directly or indirectly controls, or is controlled by, or is under a common control with, such Person. The term *"control"* means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and the terms *"controlling"* and *"controlled"* shall have meanings correlative to the foregoing. Notwithstanding the foregoing, the Bank shall not be deemed an affiliate of the Owner Participant or Owner Trustee, and vice versa, solely as a result of the transactions contemplated by the Operative Agreements.

"After-Tax Basis" shall mean, with respect to any payment received or accrued by any Person under an Operative Agreement (the "Initial Payment"), that the amount of such Initial Payment is supplemented by a further payment or payments so that the sum of all such payments, after reduction for all Taxes payable by such Person imposed by any taxing authority, shall be equal to the Initial Payment due to such Person.

"Alternative Minimum Tax" shall mean the alternative minimum tax imposed under Section 55 of the Code or any successor section thereto.

"Appraisal" shall have the meaning specified in Section 4.3(a) of the Participation Agreement.

"Average Life Date" shall mean, with respect to an Equipment Note, the date which follows the prepayment date or, in the case of an Equipment Note not being prepaid, the date of such determination, by a period equal to the Remaining Weighted Average Life of such Equipment Note.

"Bank" shall mean Wilmington Trust Company, a Delaware banking corporation, in its individual capacity, together with its successors and assigns.

"Bankruptcy Code" shall mean the United States Bankruptcy Reform Act of 1978, as amended from time to time, 11 U.S.C. §101 *et. seq.*

"Basic Rent" shall mean, with respect to any Unit, all rent payable by the Lessee to the Lessor pursuant to Section 3.2 of the Lease for the Basic Term for such Unit, and all rent payable pursuant to Section 22.4 of the Lease for any Renewal Term for such Unit.

"Basic Term" shall have the meaning specified in Section 3.1 of the Lease.

"Basic Term Commencement Date" shall mean September 30, 1998.

"Basic Term Expiration Date" shall mean March 30, 2014.

"Basic Term Purchase Price" shall mean, with respect to any Unit, the amount equal to the product of the percentage set forth in Schedule 8, 8A, 8B or 8C, as the case may be, to the Participation Agreement and the Equipment Cost for such Unit.

"Beneficial Interest" shall mean the interest of the Owner Participant under the Trust Agreement.

"Bill of Sale" shall mean the full warranty bill or bills of sale, dated the Initial Closing Date or the Subsequent Closing Date, as the case may be, or the date that any Replacement Unit is subjected to the Lease, from Lessee to Owner Trustee covering the Units delivered on the Initial Closing Date or the Subsequent Closing Date or such Replacement Unit, as the case may be.

"Business Day" shall mean any day other than a Saturday, Sunday or a day on which commercial banking institutions are authorized or required by law, regulation or executive order to be closed in New York, New York, Chicago, Illinois, the city and state in which the principal corporate trust office of the Owner Trustee is located, or, until the Lien of the Indenture has been discharged, the city and state in which the principal corporate trust office of the Indenture Trustee is located.

"Car Type" shall mean a Unit which carries a particular commodity.

"Certificateholder" means the Person in whose name a Pass Through Certificate is registered in the register for Pass Through Certificates of a particular series.

"Change in Tax Law" shall mean an amendment, modification, addition or change in or to any provision of the Code, any regulation thereunder (whether proposed, temporary or final), or any Revenue

Ruling, Revenue Procedure or other published administrative determination, or an opinion of the United States Supreme Court on a tax issue that changes the existing law on that issue, in each case, enacted, issued, promulgated or rendered after the execution of the Participation Agreement and on or prior to the Initial or Subsequent Closing Date.

"Claims" shall have the meaning specified in Section 7.2 of the Participation Agreement.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"Commitment" with respect to the Owner Participant, shall have the meaning specified in Section 2.2(a) to the Participation Agreement and with respect to the Loan Participant, shall have the meaning specified in Section 2.2(b) to the Participation Agreement.

"Debt Closing Date" shall mean the date on which the transactions contemplated by the Underwriting Agreement are consummated.

"Debt Rate" shall mean as of the date of determination, a rate equal to the rate of interest per annum borne by the Equipment Notes then outstanding (computed on the basis of a 360-day year of twelve 30-day months).

"Deferred Portion" shall mean that portion of the Early Purchase Price, the payment of which may be deferred by the Lessee, as set forth in Schedule 7 to the Participation Agreement.

"*Determination Date*" shall mean the second day of any specified calendar month.

"Early Purchase Date" shall mean the date specified on Schedule 7 to the Participation Agreement.

"Early Purchase Price" shall mean, with respect to any Unit, the amount equal to the product of the percentage set forth in Schedule 7, 7A, 7B or 7C, as the case may be, to the Participation Agreement and the Equipment Cost for such Unit.

"Equipment" shall mean collectively those items of railroad rolling stock described in the Lease Supplements and the Indenture Supplements, together with any and all accessions, additions, improvements and replacements from time to time incorporated or installed in any item thereof which are the property of the Owner Trustee pursuant to the terms of a Bill of Sale or the Lease, and *"Unit"* shall mean individually the various items thereof.

"Equipment Cost" shall mean, for each Unit, the purchase price therefor paid by the Owner Trustee to the Lessee pursuant to Section 2 of the Participation Agreement and as set forth in Schedule 1A, 1B or 1C to the Participation Agreement with respect to such Unit.

"Equipment Group" shall mean each of the two groups of Equipment so designated in Schedule 1A, 1B or 1C to the Participation Agreement.

"Equipment Notes" shall mean the Equipment Notes, each to be substantially in the form therefor set forth in Section 2.01 of the Indenture, issued by the Owner Trustee pursuant to Section 2.02 of the Indenture, and authenticated by the Indenture Trustee, in principal amounts and bearing interest at the rate and payable as provided in Section 2.02 of the Indenture and secured as provided in the Granting

Clause of the Indenture, and shall include any Equipment Notes issued in exchange therefor or replacement thereof pursuant to Section 2.07 or 2.08 of the Indenture.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time, or any successor law.

"Event of Loss" shall have the meaning specified in Section 11.1 of the Lease.

"Excepted Property" shall mean (i) all indemnity payments (including, without limitation, payments pursuant to Section 7 of the Participation Agreement and payments under the Tax Indemnity Agreement (including that portion of any increase in any payment of Basic Rent, Stipulated Loss Value, Termination Value or any fixed purchase price payable for any Unit, which increase is solely attributable to the upward adjustment to such payment price pursuant to Section 5(a)(3)(B) of the Tax Indemnity Agreement)) to which the Owner Participant, the Owner Trustee, the Bank, or any of their respective successors, permitted assigns, directors, officers, employees, servants and agents is entitled pursuant to the Operative Agreements and all rights of the Owner Participant in, to and under the Tax Indemnity Agreement, (ii) any right, title or interest of the Owner Trustee, the Bank, or the Owner Participant to any payment which by the terms of Section 17 of the Lease or any corresponding payment under Section 3.3 of the Lease shall be payable to or on behalf of the Owner Trustee, as trustee or in its individual capacity, or to the Owner Participant, as the case may be, (iii) any insurance proceeds payable under insurance maintained by the Owner Trustee, the Bank, or the Owner Participant pursuant to Section 12.5 of the Lease, (iv) any insurance proceeds payable to or on behalf of the Owner Trustee, as trustee or in its individual capacity, or to the Owner Participant, under any public liability insurance maintained by Lessee pursuant to Section 12 of the Lease or by any other Person, (v) Transaction Costs or other amounts or expenses paid or payable to, or for the benefit of Owner Trustee, the Bank, or Owner Participant pursuant to the Participation Agreement or the Trust Agreement, (vi) all right, title and interest of Owner Participant, Owner Trustee or the Bank, in or relating to any portion of the Units and any other property (tangible or intangible), rights, titles or interests to the extent any of the foregoing has been released from the Lien of the Indenture pursuant to the terms thereof, (vii) upon termination of the Indenture pursuant to the terms thereof with respect to any Unit, all remaining amounts which shall have been paid or are payable by Lessee and calculated on the basis of Stipulated Loss Value, (viii) any rights of the Owner Participant, the Owner Trustee or the Bank, to demand, collect, sue for, or otherwise receive and enforce payment of the foregoing amounts, (ix) any amount payable to the Owner Participant by any Transferee as the purchase price of the Owner Participant's interest in the Trust Estate in compliance with the terms of the Participation Agreement and the Trust Agreement, (x) any payments of Unrealized Residual Value to which the Owner Participant or the Owner Trustee is entitled pursuant to Section 6.3 of the Lease and any and all rights of the Owner Participant or the Owner Trustee in, to and under Section 6.3 of the Lease and (xi) the respective rights of the Owner Trustee, the Bank or the Owner Participant to the proceeds of and interest on the foregoing.

"Fair Market Renewal Term" shall have the meaning specified in Section 22.4 of the Lease.

"Fair Market Rental Value" or *"Fair Market Sales Value"* with respect to any Unit of Equipment shall mean the cash rent or cash price obtainable for such Unit in an arm's length lease or sale between an informed and willing lessee or purchaser under no compulsion to lease or purchase, as the case may be, and an informed and willing lessor or seller, under no compulsion to lease or sell, as the case may be, as the same shall be specified by agreement between Lessor and Lessee. If the parties are unable to agree upon a Fair Market Rental Value and/or a Fair Market Sales Value within 30 days after delivery of notice by Lessee pursuant to Section 22.2 of the Lease, or otherwise where such determination is

required, within a reasonable period of time, such value shall be determined by appraisal. Lessee will within 15 days after such 30-day period provide Lessor the name of an appraiser that would be satisfactory to Lessee, and Lessor and Lessee will consult with the intent of selecting a mutually acceptable appraiser. If a mutually acceptable appraiser is selected, the Fair Market Rental Value or the Fair Market Sales Value, as the case may be, shall be determined by such appraiser and Lessee shall bear the cost thereof. If Lessee and Lessor are unable to agree upon a single appraiser within such 15-day period, two independent qualified appraisers, one chosen by the Lessee and one chosen by the Lessor shall jointly determine such value and Lessor shall bear the cost of the appraiser selected by Lessor and Lessee shall bear the cost of the appraiser selected by Lessee. If such appraisers cannot agree on the amount of such value within 15 days of appointment, one independent qualified appraiser shall be chosen by the American Arbitration Association. All three appraisers shall make a determination within a period of 15 days following appointment, and shall promptly communicate such determination in writing to the Lessor and Lessee. If there shall be a panel of three appraisers, the three appraisals shall be averaged and such average shall be the Fair Market Rental Value or Fair Market Sales Value, as the case may be. The determination made shall be conclusively binding on both the Lessor and Lessee. If there shall be a panel of three appraisers, Lessee and Lessor shall equally share the cost of the third appraiser. If such appraisal is in connection with the exercise of remedies set forth in Section 15 of the Lease, Lessee shall pay the costs of such appraisal. Notwithstanding any of the foregoing, for the purposes of Section 15 of the Lease, the Fair Market Rental Value or the Fair Market Sales Value, as the case may be, shall be zero with respect to any Unit if Lessor is unable to recover possession of such Unit in accordance with the terms of paragraph (b) of Section 15.1 of the Lease. In determining Fair Market Rental Value or Fair Market Sales Value by appraisal or otherwise, it will be assumed that the relevant Unit is in the condition and location in which it is required to be returned to Lessor pursuant to Section 6 of the Lease and unencumbered by the Lease, any sublease or any Liens, except that with respect to Section 15 of the Lease or as otherwise specifically provided therein, a determination of Fair Market Rental Value or Fair Market Sales Value shall be based on "as is, where is" condition.

"Fixed Rate Renewal Term" shall have the meaning specified in Section 22.4 of the Lease.

"FRA" shall mean the Federal Railroad Administration or any successor thereto.

"Hazardous Substances" shall mean any dangerous, hazardous or toxic substances, materials or wastes, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR part 302) and amendments thereto, or such substances, materials and wastes which are or become regulated under any applicable local, state or federal law or the equivalent under applicable foreign laws including, without limitation, any materials, waste or substance which is (a) petroleum, (b) asbestos, (c) polychlorinated biphenyls, (d) defined as a "hazardous material," "hazardous substance" or "hazardous waste" under applicable local, state or federal law or the equivalent under applicable foreign laws, (e) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, (f) defined as "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, (g) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, or (h) natural gas, synthetic gas and any mixtures thereof.

"Holdover Rent" shall have the meaning specified in Section 6.1(e) of the Lease.

"Initial Closing Date" shall have the meaning specified in Section 2.1 of the Participation Agreement.

"Income Tax" shall have the meaning specified in Section 7.1(l) of the Participation Agreement.

"Indemnified Person" shall have the meaning specified in Section 7.2(b) of the Participation Agreement.

"Indenture" or *"Trust Indenture"* shall mean the Trust Indenture and Security Agreement (UTC Trust No. 1998-A) (L-15), dated March 30, 1998 between the Owner Trustee, in the capacities described therein, and the Indenture Trustee. The term "*Indenture*" shall include each Indenture Supplement entered into pursuant to the terms of the Indenture.

"Indenture Default" shall mean an Indenture Event of Default or an event which with notice or the lapse of time or both would become an Indenture Event of Default.

"Indenture Estate" shall have the meaning specified in the Granting Clause of the Indenture.

"Indenture Event of Default" shall have the meaning specified in Section 4.01 of the Indenture.

"Indenture Investment" shall mean any obligation issued or guaranteed by the United States of America or any of its agencies for the payment of which the full faith and credit of the United States of America is pledged.

"Indenture Supplement" shall mean an Indenture Supplement dated the Initial Closing Date or the Subsequent Closing Date, as the case may be, or the date that any Replacement Unit is subjected to the lien and security interest of the Indenture, substantially in the form of Exhibit A to the Indenture, between the Owner Trustee and the Indenture Trustee, covering the Units delivered on the Initial Closing Date or the Subsequent Closing Date or such Replacement Unit, as the case may be. A "related" Indenture Supplement, when used with respect to any Unit or Units of Equipment, shall mean the Indenture Supplement under which such Unit or Units of Equipment is or are included in the Indenture Estate.

"Indenture Trustee" shall mean Harris Trust and Savings Bank, an Illinois banking corporation, as trustee under the Indenture and its successors thereunder.

"Indenture Trustee Agreements" shall mean the Operative Agreements to which the Indenture Trustee is or will be a party.

"Initial Closing Date" shall have the meaning specified in Section 2.1 of the Participation Agreement.

"Interchange Rules" shall mean the interchange rules or supplements thereto of the Mechanical Division of the Association of American Railroads, as the same may be in effect from time to time.

"Interim Interest" shall have the meaning specified in Section 2.2(c) of the Participation Agreement.

"Interim Interest Payment Date" shall mean July 2, 1998.

"Interim Term" shall have the meaning specified in Section 3.1 of the Lease.

"Investment Banker" shall mean an independent investment banking institution of national standing appointed by Lessee or, if the Indenture Trustee does not receive notice of such appointment at least ten days prior to a scheduled prepayment date or if a Lease Event of Default under the applicable Lease shall have occurred and be continuing, appointed by the Indenture Trustee.

"Inspectable Group" shall have the meaning specified in Section 6.1(b) of the Lease.

"Inspection Period" shall have the meaning specified in Section 6.1(h) of the Lease.

"Late Rate" shall mean the lesser of 2% over the Debt Rate and the maximum interest rate from time to time permitted by law.

"Lease" or *"Lease Agreement"* or *"Equipment Lease"* shall mean the Equipment Lease Agreement (UTC Trust No. 1998-A) (L-15), relating to the Equipment, dated March 30, 1998, between the Owner Trustee, as Lessor, and the Lessee. The term *"Lease"* shall include each Lease Supplement entered into pursuant to the terms of the Lease.

"Lease Default" shall mean a Lease Event of Default or an event which with notice or lapse of time or both would become a Lease Event of Default.

"Lease Event of Default" shall mean a Lease Event of Default under the Lease as specified in Section 14 thereof.

"Lease Supplement" shall mean a Lease Supplement (UTC Trust No. 1998-A) (L-15), dated the Initial Closing Date or the Subsequent Closing Date, as the case may be, or the date that any Replacement Unit is subjected to the Lease, substantially in the form of Exhibit A to the Lease, between the Lessor and the Lessee, covering the Units delivered on the Initial Closing Date or the Subsequent Closing Date or such Replacement Unit, as the case may be. A "related" Lease Supplement, when used with respect to any Unit or Units of Equipment, shall mean the Lease Supplement under which such Unit or Units of Equipment is or are leased.

"Lease Term" shall mean, with respect to any Unit, the Interim Term applicable to such Unit, the Basic Term applicable to such Unit and any Renewal Term applicable to such Unit then in effect.

"Lessee" shall mean Union Tank Car Company, a Delaware corporation, and its successors and permitted assigns.

"Lessee Agreements" shall mean the Operative Agreements to which Lessee is or will be a party.

"Lessor" shall have the meaning specified in the recitals to the Lease.

"Lessor's Liens" means any Lien affecting, on or in respect of the Equipment, the Lease or the Trust Estate arising as a result of (i) claims against Lessor (as the Bank or as Owner Trustee) or the Owner Participant, not related to the transactions contemplated by the Operative Agreements, or (ii) acts or omissions of the Lessor (as the Bank or as Owner Trustee) or the Owner Participant not related to the transactions contemplated by the Operative Agreements or in breach of any covenant or agreement of such Person set forth in any of the Operative Agreements, or (iii) taxes imposed against the Lessor (as the Bank or as Owner Trustee) or the Owner Participant or the Trust Estate which are not indemnified against by the Lessee pursuant to the Participation Agreement or under the Tax Indemnity Agreement.

"Lien" shall mean any mortgage, pledge, security interest, lien, encumbrance, lease, disposition of title or other charge of any kind on property.

"Limited Use Property" shall have the meaning set forth in Rev. Proc. 76-30, 1976-2 C.B. 647.

"Loan Participant" shall mean and include each registered holder from time to time of an Equipment Note issued under the Indenture, including, so long as it holds any Equipment Notes issued thereunder, the Pass Through Trustee under the Pass Through Trust Agreement.

"Majority In Interest" as of a particular date of determination shall mean with respect to any action or decision of the holders of the Equipment Notes, the holders of more than 50% in aggregate unpaid principal amount of the Equipment Notes, if any, then outstanding which are affected by such decision or action, excluding any Equipment Notes held by the Owner Participant or the Lessee or an Affiliate of the Owner Participant or the Lessee unless all Equipment Notes are so held.

"Make-Whole Amount" shall mean, with respect to the principal amount of any Equipment Note to be prepaid on any prepayment date, the amount to be determined as of the third Business Day prior to the applicable prepayment date, equal to the product obtained by multiplying (a) the excess, if any, of (i) the sum of the present values of all the remaining scheduled payments of principal and interest from the prepayment date to maturity of such Equipment Note, discounted semi-annually on each January 2 and July 2 at a rate equal to the Treasury Rate, based on a 360-day year of twelve 30-day months, over (ii) the aggregate unpaid principal amount of such Equipment Note plus any accrued but unpaid interest thereon by (b) a fraction the numerator of which shall be the principal amount of such Equipment Note to be prepaid on such prepayment date and the denominator of which shall be the aggregate unpaid principal amount of such Equipment Note; *provided* that the aggregate unpaid principal amount of such Equipment Note for the purpose of clause (a)(ii) and (b) of this definition shall be determined after deducting the principal installment, if any, due on such prepayment date. The Make-Whole Amount will be calculated by the Investment Banker.

"Modification" shall have the meaning specified in Section 9.2 of the Lease.

"Multiple Loss" shall have the meaning specified in Section 11.2 of the Lease.

"Multiple Loss Determination Date" shall have the meaning specified in Section 11.2 of the Lease.

"Multiple Loss Payment Date" shall have the meaning specified in Section 11.2 of the Lease.

"Net Economic Return" shall mean the net after-tax book yield and total after-tax cash flow (but not the pattern of earnings) expected by the original Owner Participant with respect to the Equipment, utilizing the multiple investment sinking fund method of analysis and the same assumptions as used by such Owner Participant in making the computations of Basic Rent, Stipulated Loss Value, Termination Value, Early Purchase Price, Basic Term Purchase Price and Outside Date Purchase Price initially set forth in Schedules 3A, 3B, 3C, 4A, 4B, 4C, 5A, 5B, 5C, 7, 7A, 7B, 7C, 8, 8A, 8B, 8C, 9, 9A, 9B and 9C to the Participation Agreement.

"Net Proceeds" shall mean the net amount actually received by Lessor upon the sale of any Units or the Beneficial Interest, after subtracting all fees, costs, expenses and withholdings incurred directly or indirectly in connection with such sale, including, but not limited to, any commissions, brokerage fees

or remarketing fees and related costs and expenses paid to any person (including Lessee), any storage, transportation, reconditioning, removal, or repair costs and expenses, and reasonable attorneys' fees and disbursements.

"Non-Severable Modification" shall mean any Modification that is not readily removable without causing material damage to the Equipment or any Unit or without diminishing the value, utility or remaining useful life of the Equipment or any Unit below the value, utility or remaining useful life of the Equipment or such Unit immediately prior to removal of such Modification, assuming that the Equipment or such Unit is then at least in the condition required to be maintained by the terms of the Lease other than in a *de minimis* nature.

"Officer's Certificate" shall mean a certificate signed (i) in the case of a corporation by the President, any Vice President, the Treasurer, an Assistant Treasurer, the Secretary or an Assistant Secretary of such corporation, (ii) in the case of a partnership by the Chairman of the Board, the President or any Vice President, the Treasurer or an Assistant Treasurer of a corporate general partner, and (iii) in the case of a commercial bank or trust company, the Chairman or Vice Chairman of the Executive Committee or the Treasurer, any Trust Officer, any Vice President, any Executive or Senior or Second or Assistant Vice President, or any other officer, assistant officer or other authorized employee customarily performing the functions similar to those performed by the persons who at the time shall be such officers, or to whom any corporate trust matter is referred because of his knowledge of and familiarity with the particular subject.

"Operative Agreements" shall mean the Participation Agreement, the Bill of Sale, the Trust Agreement, the Pass Through Trust Agreement, the Pass Through Certificates, the Equipment Notes, the Lease, the Lease Supplements, the Indenture, the Indenture Supplements, the Tax Indemnity Agreement, the insurance side letter and the Underwriting Agreement.

"Outside Date" shall have the meaning specified in Section 22.3 of the Lease.

"Outside Date Purchase Price" shall mean, with respect to any Unit, the amount equal to the product of the percentage set forth in Schedules 9, 9A, 9B or 9C, as the case may be, to the Participation Agreement and the Equipment Cost for such Unit.

"Owner Participant" shall mean FNBC Leasing Corporation and its successors and permitted assigns.

"Owner Participant Agreements" shall mean the Operative Agreements to which the Owner Participant is or will be a party.

"Owner Trustee" shall mean Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity but solely in its trust capacity as Owner Trustee under the Trust Agreement and its successors thereunder.

"Owner Trustee Agreements" shall mean the Operative Agreements to which the Owner Trustee, either in its individual or fiduciary capacity, is or will be a party.

"Participants" shall mean the Loan Participant and the Owner Participant.

"Participation Agreement" shall mean the Participation Agreement (UTC Trust No. 1998-A) (L-15) dated as of March 18, 1998, among the Lessee, the Pass Through Trustee, the Owner Participant, the Owner Trustee and the Indenture Trustee.

"Pass Through Certificates" shall mean the Pass Through Certificates issued pursuant to a Pass Through Trust Agreement.

"Pass Through Trust Agreement" shall mean the Pass Through Trust Agreement, dated as of March 18, 1998, between the Lessee and the Pass Through Trustee.

"Pass Through Trustee" shall mean Harris Trust and Savings Bank, an Illinois banking corporation, in its capacity as trustee under each Pass Through Trust Agreement, and each other person which may from time to time be acting as successor trustee under a Pass Through Trust Agreement.

"Pass Through Trustee Agreements" shall mean the Operative Agreements to which the Pass Through Trustee is or will be a party.

"Permitted Liens" with respect to the Equipment and each Unit thereof shall mean: (i) the interests of the Lessee and the Owner Trustee under the Lease and the Lease Supplements; (ii) the interest of the Lessee and any sublessee as provided in any sublease permitted pursuant to Section 8.3 of the Lease; (iii) any Liens thereon for taxes, assessments, levies, fees and other governmental and similar charges not due and payable or the amount or validity of which is being contested in good faith by appropriate proceedings so long as there exists no material risk of sale, forfeiture, loss, or loss of or interference with use or possession of any Unit or interference with the payment of Rent; (iv) any Liens of mechanics, suppliers, materialmen, laborers, employees, repairmen and other like Liens arising in the ordinary course of Lessee's (or if a sublease is then in effect, any sublessee's) business securing obligations which are not due and payable or the amount or validity of which is being contested in good faith by appropriate proceedings so long as there exists no material risk of sale, forfeiture, loss, or loss of or interference with use or possession of any Unit or interference with the payment of Rent; (v) the Lien and security interest granted to the Indenture Trustee under and pursuant to the Indenture, and the respective rights of the Loan Participant, the Indenture Trustee, the Owner Participant, the Bank and the Owner Trustee under the Operative Agreements; (vi) Liens arising out of any judgment or award against the Lessee (or any sublessee permitted pursuant to Section 8.3 of the Lease) with respect to which an appeal or proceeding for review is being presented in good faith and for the payment of which adequate reserves have been provided as required by generally accepted accounting principles or other appropriate provisions have been made and with respect to which there shall have been secured a stay of execution pending such appeal or proceeding for review and there exists no material risk of sale, forfeiture, loss, or loss of or interference with the use or possession of any Unit or any interest therein or interference with the payment of Rent, and (vii) salvage rights of insurers under insurance policies maintained pursuant to Section 12 of the Lease; *provided, however*, that the Lessee shall give notice to the Owner Trustee and the Indenture Trustee of any contest or appeal referred to in clauses (iii), (iv) or (vi) of the foregoing definition where the amount in question exceeds $1,000,000.

"Permitted Subleases" shall have the meaning specified in Section 8.3 of the Lease.

"Person" shall mean an individual, partnership, corporation, trust, association or unincorporated organization, and a government or agency or political subdivision thereof.

"Quarterly Date" shall mean April 15, June 15, September 15 and December 15 following the Early Purchase Date, as applicable.

"Refunding Date" shall have the meaning specified in Section 10.2(a) of the Participation Agreement.

"Registration Statement" shall mean the registration statement filed by the Lessee (File Number 333-45105), including incorporated documents, exhibits and financial statements, as amended at the time of the Debt Closing Date, including any post-effective amendment thereto which has become effective prior to the Debt Closing Date.

"Related Indemnitee Group" shall have the meaning specified in Section 7.2(b) of the Participation Agreement.

"Remaining Weighted Average Life" shall mean, with respect to any date of prepayment or any date of determination of any Equipment Note, the number of days equal to the quotient obtained by dividing (a) the sum of the products obtained by multiplying (i) the amount of each then remaining principal payment on such Equipment Note by (ii) the number of days from and including the prepayment date or date of determination to but excluding the scheduled payment date of such principal payment by (b) the unpaid principal amount of such Equipment Note.

"Renewal Term" shall mean, with respect to any Unit, any term in respect of which the Lessee shall have exercised its option to renew the Lease for such Unit pursuant to Section 22.4 thereof, including any Fixed Rate Renewal Term or Fair Market Renewal Term.

"Rent" shall mean all Basic Rent and Supplemental Rent.

"Rent Payment Date" or *"Payment Date"* shall mean each January 2 and July 2 of each year occurring during the Lease Term, commencing January 2, 1998 provided that if any such date shall not be a Business Day, then "Rent Payment Date" or "Payment Date" shall mean the next succeeding Business Day.

"Replacement Unit" shall mean a covered hopper car or a tank car, as the case may be, which shall have been substituted for another such car and leased under the Lease pursuant to Section 10.4 or 11.4 of the Lease.

"Required Modification" shall have the meaning specified in Section 9.1 of the Lease.

"Residual Date" shall mean, with respect to any Unit, March 30, 2014 or such later date as Lessee may return such Unit in compliance with Sections 6.1 and 6.2 of the Lease.

"Responsible Officer" shall mean, with respect to the subject matter of any covenant, agreement or obligation of any party contained in any Operative Agreement, the President, or any Vice President, Assistant Vice President, Treasurer, Assistant Treasurer or other officer, who in the normal performance of his operational responsibility would have knowledge of such matters and the requirements with respect thereto.

"STB" shall mean the Surface Transportation Board of the Department of Transportation.

"Scheduled Closing Date" shall have the meaning specified in Section 2.7 of the Participation Agreement.

"Security" shall have the same meaning as in Section 2(1) of the Securities Act of 1933, as amended.

"Severable Modification" shall mean any Modification that is readily removable without causing material damage to the Equipment or any Unit and without diminishing the value, utility or remaining useful life of the Equipment or any Unit below the value, utility or remaining useful life of the Equipment or such Unit immediately prior to such Modification, assuming that the Equipment or such Unit was then at least in the condition required to be maintained by the terms of the Lease, other than in a *de minimis* nature.

"Specified Investments" shall mean (i) direct obligations of the United States of America and agencies thereof for which the full faith and credit of the United States is pledged, (ii) obligations fully guaranteed by the United States of America, (iii) certificates of deposit issued by, or bankers' acceptances of, or time deposits with, any bank, trust company or national banking association incorporated or doing business under the laws of the United States of America or one of the States thereof having combined capital and surplus and retained earnings of at least $500,000,000 (including the Indenture Trustee or the Bank if such conditions are met), and (iv) repurchase agreements with any financial institution having a combined capital and surplus of at least $750,000,000 fully collateralized by obligations of the type described in clauses (i) and (iii) above; *provided* that if all of the above investments are unavailable, the entire amount to be invested may be used to purchase Federal funds from an entity described in (iii) above; and *provided further* that no investment shall be eligible as a "Specified Investment" unless the final maturity or date of return of such investment is 91 days or less from the date of purchase thereof.

"Stipulated Loss Value" for any Unit as of any date of determination shall mean the amount determined by multiplying the Equipment Cost for such Unit by the percentage set forth in Schedule 4A, 4B or 4C, as the case may be, to the Participation Agreement opposite the Rent Payment Date or the Determination Date, as applicable, on which such Stipulated Loss Value is being determined; *provided* that during any Renewal Term, "Stipulated Loss Value" shall be determined as provided in Section 22.6 of the Lease. Anything contained in the Lease or in the Participation Agreement to the contrary notwithstanding, Stipulated Loss Value for such Unit (both before and after any adjustment pursuant to Section 2.6 of the Participation Agreement or any deduction pursuant to Section 3.5 of the Lease) will, under any circumstances and in any event, be an amount which, together with any other amounts required to be paid by Lessee under the Lease in connection with an Event of Loss, will be at least sufficient to pay in full as of the date of payment thereof the aggregate unpaid principal of the Equipment Notes issued in respect of such Unit, together with all unpaid interest and Make-Whole Amount, if any, thereon accrued to the date on which such amount is paid in accordance with the terms hereof and all other amounts then due to the holders of the Equipment Notes.

"Storage Period" shall have the meaning specified in Section 6.1(c) of the Lease.

"Subsequent Closing Date" shall have the meaning specified in Section 2.1 of the Participation Agreement.

"Subsidiary" of any Person shall mean any corporation, association, or other business entity of which more than 50% (by number of votes) of the voting stock at the time outstanding shall at the time

be owned, directly or indirectly, by such Person or by any other corporation, association or trust which is itself a Subsidiary within the meaning of this definition, or collectively by such Person and any one or more such Subsidiaries.

"Supplemental Rent" shall mean all amounts, liabilities and obligations (other than Basic Rent) which the Lessee assumes or agrees to pay under the Operative Agreements to or on behalf of any of the other parties thereto, including, but not limited to, Termination Value and Stipulated Loss Value payments.

"Taxes" shall have the meaning specified in Section 7.1(b) of the Participation Agreement.

"Tax Indemnitee" shall have the meaning specified in Section 7.1 of the Participation Agreement.

"Tax Indemnity Agreement" shall mean the Tax Indemnity Agreement dated March 30, 1998 between the Lessee and the Owner Participant.

"10-Pay Period" shall have the meaning specified in Section 5.04(a) of the Indenture.

"Terminated Units" shall have the meaning specified in Section 10.1 of the Lease.

"Termination Date" shall have the meaning specified in Section 10.1 of the Lease.

"Termination Value" for any Unit as of any date of determination shall mean the amount determined by multiplying the Equipment Cost for such Unit by the percentage set forth in Schedule 5A, 5B or 5C, as the case may be, to the Participation Agreement opposite the Rent Payment Date or the Determination Date, as applicable, on which such Termination Value is being determined; *provided* that during any Renewal Term, "Termination Value" shall be determined as provided in Section 22.6 of the Lease. Anything contained in the Lease or in the Participation Agreement to the contrary notwithstanding, Termination Value for such Unit (both before and after any adjustment pursuant to Section 2.6 of the Participation Agreement or any deduction pursuant to Section 3.5 of the Lease) will, under any circumstances and in any event, be an amount which, together with any other amounts required to be paid by Lessee under the Lease in connection with such termination, will be at least sufficient to pay in full as of the date of payment thereof the aggregate unpaid principal of the Equipment Notes issued in respect of such Unit, together with all unpaid interest and Make-Whole Amount, if any, thereon accrued to the date on which such amount is paid in accordance with the terms thereof and all other amounts then due to the holders of the Equipment Notes.

"30-Day Period" shall have the meaning specified in Section 5.04(a) of the Indenture.

"Total Equipment Cost" shall mean the sum of the Equipment Cost for each Unit.

"Transaction Costs" shall have the meaning specified in Section 2.5(a) of the Participation Agreement.

"Transferee" shall have the meaning specified in Section 6.1(a) of the Participation Agreement.

"Treasury Rate" shall mean with respect to prepayment of each Equipment Note, a per annum rate (expressed as a semi-annual equivalent and as a decimal and, in the case of U.S. Treasury bills, converted to a bond equivalent yield), determined to be the per annum rate equal to the semi-annual yield

to maturity for U.S. Treasury securities maturing on the Average Life Date of such Equipment Note, as determined by interpolation between the most recent weekly average yields to maturity for two series of U.S. Treasury securities, (A) one maturing as close as possible to, but earlier than, the Average Life Date of such Equipment Note and (B) the other maturing as close as possible to, but later than, the Average Life Date of such Equipment Note, in each case as published in the most recent H.15(519) (or, if a weekly average yield to maturity for United States Treasury securities maturing on the Average Life Date of such Equipment Note is reported in the most recent H.15(519), as published in H.15(519)). H.15(519) means "Statistical Release H.15(519), Selected Interest Rates," or any successor publication, published by the Board of Governors of the Federal Reserve System. The most recent H.15(519) means the latest H.15(519) which is published prior to the close of business on the fourth Business Day preceding the scheduled prepayment date.

"Trust" shall have the meaning specified in the Trust Agreement.

"Trust Agreement" shall mean that certain Trust Agreement (UTC Trust No. 1998-A) (L-15), dated as of March 18, 1998, between the Owner Participant and the Owner Trustee.

"Trust Estate" shall have the meaning set forth in the Trust Agreement.

"Trustee" shall mean each of the Owner Trustee, the Indenture Trustee or the Pass Through Trustee and *"Trustees"* shall mean the Owner Trustee, Indenture Trustee and the Pass Through Trustee, collectively.

"Underwriter" shall mean Salomon Brothers Inc.

"Underwriting Agreement" shall mean that certain Underwriting Agreement between the Lessee and the Underwriter, pertaining to the sale of the Pass Through Certificates.

"Unit" shall mean each unit or item of Equipment.

"Unrealized Residual Value" shall mean an amount equal to the excess of (a) an amount equal to 7.75% of the Equipment Cost of the Units being sold over (b) any Net Proceeds from the sale of such Units or the Beneficial Interest.