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DEC 15 1994 - 12 10 PM  
FEDERAL RESERVE BANK OF CHICAGO

**TRUST INDENTURE SUPPLEMENT NO. 1B**  
**(UTC Trust No. 1994-A)**  
**(L-12B)**

This Indenture Supplement No. 1B (UTC Trust No. 1994-A) (L-12B) dated December 15, 1994 (this "*Indenture Supplement*") of STATE STREET BANK AND TRUST COMPANY (the "*Owner Trustee*"), a Massachusetts trust company, not in its individual capacity but solely as trustee under the Trust Agreement (UTC Trust No. 1994-A) (L-12B) dated December 15, 1994 (the "*Trust Agreement*"), between the Owner Trustee in its individual capacity and BNY CAPITAL FUNDING CORP., a New York corporation, as Owner Participant;

WITNESSETH:

WHEREAS, the Trust Indenture and Security Agreement (UTC Trust No. 1994-A) (L-12B) dated December 15, 1994 (the "*Indenture*") between the Owner Trustee and The First National Bank of Chicago, 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. 1B 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. 1B 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.

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, as of the day and year first above written.

State Street Bank and Trust Company, not in its individual capacity, but solely as Owner Trustee

By:   
Name: **Gerald R. Wheeler**  
Title: **Vice President**

State of MASS )  
 ) SS  
County of SUFFOLK )

On this 12 day of December 1994, before me personally appeared Gerald H. Wheeler, to me personally known, who being by me duly sworn, say that he is Vice President of CENTRE STREET BANK AND TRUST COMPANY, and 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

*Valerie Piacentini*

[Notarial Seal]

My commission expires:

VALERIE PIACENTINI  
NOTARY PUBLIC  
MY COMMISSION EXPIRES 12/31/98

**LEASE SUPPLEMENT NO. 1B  
(UTC Trust No. 1994-A) (L-12B)**

This Lease Supplement No. 1B dated December 15, 1994 between STATE STREET BANK AND TRUST COMPANY, a Massachusetts trust company, 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. 1994-A) (L-12B) dated December 15, 1994 (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 New York; *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 as of the day and year first above written and to be delivered as of the date first above written.

State Street Bank and Trust Company,  
not in its individual capacity but solely as Owner Trustee

By:   
Name: Gerald R. Wheeler  
Title: Vice President

Union Tank Car Company

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

State of MASS )  
 ) SS  
County of Suffolk

On this 12 day of December, 1994, before me personally appeared Gerald R. Wheeler to me personally known, who being by me duly sworn, say that he is Vice President of State Street Bank and Trust 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.

Valerie Piacentini  
Notary Public

[Notarial Seal]

My commission expires: VALERIE PIACENTINI  
NOTARY PUBLIC  
MY COMMISSION EXPIRES JUNE 16, 2000

State of Illinois )  
 ) SS  
County of Cook )

On this \_\_\_\_ day of December, 1994, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, say that he is \_\_\_\_\_ 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:84687267N002150001.BY1

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

State Street Bank and Trust Company,  
not in its individual capacity but solely as Owner Trustee

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

Union Tank Car Company

By: Mark J. Garrette  
Name: Mark J. Garrette  
Title: Vice President

State of )  
 ) SS  
County of )

On this \_\_\_\_ day of December, 1994, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, say that he is \_\_\_\_\_ of State Street Bank and Trust 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:

State of Illinois )  
 ) SS  
County of Cook )

On this 27<sup>th</sup> day of December, 1994, before me personally appeared Mark J. Lassette, 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.



Sandra R. Toman  
Notary Public

[Notarial Seal]

My commission expires:

C:\8468.7267\N002\N001.BY1

**L12B  
GROUP B**

**Schedule 1**

**Description of Equipment**

<u>Road Mark</u>	<u>Car Number</u>	<u>Built Date</u>	<u>AAR Code</u>	<u>DOT Class</u>
PROX	15242	11/93	T054	111A100W2
PROX	15243	11/93	T054	111A100W2
PROX	15244	11/93	T054	111A100W2
PROX	15245	11/93	T054	111A100W2
PROX	15246	11/93	T054	111A100W2
PROX	15247	11/93	T054	111A100W2
PROX	15248	11/93	T054	111A100W2
PROX	15249	11/93	T054	111A100W2
PROX	15250	11/93	T054	111A100W2
PROX	15251	11/93	T054	111A100W2
PROX	15252	11/93	T054	111A100W2
PROX	15253	11/93	T054	111A100W2
PROX	15254	11/93	T054	111A100W2
PROX	15255	11/93	T054	111A100W2
PROX	15256	11/93	T054	111A100W2
PROX	15257	11/93	T054	111A100W2
PROX	15258	11/93	T054	111A100W2
PROX	15259	11/93	T054	111A100W2
PROX	15260	11/93	T054	111A100W2
PROX	15261	11/93	T054	111A100W2
PROX	15262	11/93	T054	111A100W2
PROX	15263	12/93	T054	111A100W2
PROX	15264	12/93	T054	111A100W2
PROX	15265	12/93	T054	111A100W2
PROX	15266	12/93	T054	111A100W2
PROX	15267	12/93	T054	111A100W2
PROX	15268	12/93	T054	111A100W2
PROX	15269	12/93	T054	111A100W2
PROX	15270	12/93	T054	111A100W2
PROX	15271	12/93	T054	111A100W2
PROX	15272	12/93	T054	111A100W2
PROX	15273	12/93	T054	111A100W2
PROX	15274	12/93	T054	111A100W2
PROX	15275	12/93	T054	111A100W2
PROX	15276	12/93	T054	111A100W2

**L12B**  
**GROUP B**  
**Description of Equipment**

**Schedule 1**

<u>Road Mark</u>	<u>Car Number</u>	<u>Built Date</u>	<u>AAR Code</u>	<u>DOT Class</u>
PROX	15277	12/93	T054	111A100W2
PROX	15278	12/93	T054	111A100W2
PROX	15279	12/93	T054	111A100W2
PROX	15280	12/93	T054	111A100W2
PROX	15281	12/93	T054	111A100W2
PROX	15282	12/93	T054	111A100W2
PROX	15283	12/93	T054	111A100W2
PROX	15284	01/94	T054	111A100W2
PROX	15285	01/94	T054	111A100W2
PROX	15286	01/94	T054	111A100W2
PROX	15287	01/94	T054	111A100W2
PROX	15288	01/94	T054	111A100W2
PROX	15289	01/94	T054	111A100W2
PROX	15315	01/94	T054	111A100W2
PROX	15316	01/94	T054	111A100W2
PROX	15317	01/94	T054	111A100W2
PROX	15318	01/94	T054	111A100W2
PROX	15319	01/94	T054	111A100W2
PROX	15320	02/94	T054	111A100W2
PROX	15321	01/94	T054	111A100W2
PROX	15322	01/94	T054	111A100W2
PROX	15323	02/94	T054	111A100W2
PROX	15324	01/94	T054	111A100W2
PROX	15325	01/94	T054	111A100W2
PROX	15326	02/94	T054	111A100W2
PROX	15327	01/94	T054	111A100W2
PROX	15328	02/94	T054	111A100W2
PROX	15329	02/94	T054	111A100W2
PROX	15330	02/94	T054	111A100W2
PROX	15331	01/94	T054	111A100W2
PROX	15332	02/94	T054	111A100W2
PROX	15333	02/94	T054	111A100W2
PROX	15334	02/94	T054	111A100W2
PROX	15335	02/94	T054	111A100W2
PROX	15336	02/94	T054	111A100W2

**L12B**  
**GROUP B**  
**Description of Equipment**

**Schedule 1**

<u>Road Mark</u>	<u>Car Number</u>	<u>Built Date</u>	<u>AAR Code</u>	<u>DOT Class</u>
PROX	15337	02/94	T054	111A100W2
PROX	15338	02/94	T054	111A100W2
PROX	15339	02/94	T054	111A100W2
PROX	15340	02/94	T054	111A100W2
PROX	15341	02/94	T054	111A100W2
PROX	15342	02/94	T054	111A100W2
PROX	15346	02/94	T054	111A100W2
PROX	15349	02/94	T054	111A100W2
PROX	15350	02/94	T054	111A100W2
PROX	60165	05/93	T104	111A100W1
PROX	60166	05/93	T104	111A100W1
PROX	60167	06/93	T104	111A100W1
PROX	60168	05/93	T104	111A100W1
PROX	60169	05/93	T104	111A100W1
PROX	60170	05/93	T104	111A100W1
PROX	60171	05/93	T104	111A100W1
PROX	60172	06/93	T104	111A100W1
PROX	60173	05/93	T104	111A100W1
PROX	60174	06/93	T104	111A100W1
PROX	60175	06/93	T104	111A100W1
PROX	60176	06/93	T104	111A100W1
PROX	60177	06/93	T104	111A100W1
PROX	60178	06/93	T104	111A100W1
PROX	60179	06/93	T104	111A100W1
PROX	60180	06/93	T104	111A100W1
PROX	60181	06/93	T104	111A100W1
PROX	60182	06/93	T104	111A100W1
PROX	60183	06/93	T104	111A100W1
PROX	60184	06/93	T104	111A100W1
PROX	41653	09/93	T108	111A100W1
PROX	41654	09/93	T108	111A100W1
PROX	41655	09/93	T108	111A100W1
PROX	41656	09/93	T108	111A100W1
PROX	41657	09/93	T108	111A100W1
PROX	41658	10/93	T108	111A100W1

L12B

Schedule 1

GROUP B

Description of Equipment

<u>Road Mark</u>	<u>Car Number</u>	<u>Built Date</u>	<u>AAR Code</u>	<u>DOT Class</u>
PROX	41659	09/93	T108	111A100W1
PROX	41660	09/93	T108	111A100W1
PROX	41661	10/93	T108	111A100W1
PROX	41662	11/93	T108	111A100W1
PROX	41663	10/93	T108	111A100W1
PROX	41664	11/93	T108	111A100W1
PROX	41665	10/93	T108	111A100W1
PROX	41666	11/93	T108	111A100W1
PROX	41667	11/93	T108	111A100W1
PROX	41668	11/93	T108	111A100W1
PROX	41669	12/93	T108	111A100W1
PROX	41670	12/93	T108	111A100W1
PROX	41671	12/93	T108	111A100W1
PROX	41672	12/93	T108	111A100W1
PROX	41673	12/93	T108	111A100W1
PROX	41674	12/93	T108	111A100W1
PROX	41675	12/93	T108	111A100W1
PROX	41676	12/93	T108	111A100W1
PROX	41677	12/93	T108	111A100W1
PROX	41678	12/93	T108	111A100W1
PROX	41679	12/93	T108	111A100W1
PROX	41680	12/93	T108	111A100W1
PROX	29830	09/93	T389	112J340W
PROX	29831	09/93	T389	112J340W
PROX	29832	09/93	T389	112J340W
PROX	29833	09/93	T389	112J340W
PROX	29834	09/93	T389	112J340W
PROX	29835	09/93	T389	112J340W
PROX	29836	09/93	T389	112J340W
PROX	29837	09/93	T389	112J340W
PROX	29838	09/93	T389	112J340W
PROX	29839	09/93	T389	112J340W
PROX	29840	09/93	T389	112J340W
PROX	29841	09/93	T389	112J340W
PROX	29842	09/93	T389	112J340W

**L12B**  
**GROUP B**  
Description of Equipment

**Schedule 1**

<u>Road Mark</u>	<u>Car Number</u>	<u>Built Date</u>	<u>AAR Code</u>	<u>DOT Class</u>
PROX	29843	09/93	T389	112J340W
PROX	29844	09/93	T389	112J340W
PROX	29845	09/93	T389	112J340W
PROX	29846	09/93	T389	112J340W
PROX	29847	09/93	T389	112J340W
PROX	29848	09/93	T389	112J340W
PROX	29849	09/93	T389	112J340W

**Total Group B Cars: 147**