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2007

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RECORDATION NO. FILED 1425  
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RECORDATION OFFICE OF THE CLERK OF THE SUPERIOR COURT OF THE STATE OF MASSACHUSETTS

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

This Indenture Supplement No. 1C (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. 1C 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. 1C 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

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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.

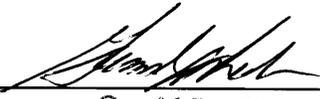
This Supplement shall be construed as supplemental to the Indenture and shall form a part of it, and the Indenture is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

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 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.

Notary Public

*Valerie Piacentini*

[Notarial Seal]

My commission expires:

VALERIE PIACENTINI  
NOTARY PUBLIC

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

This Lease Supplement No. 1C 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: \_\_\_\_\_



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. Danette, 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: 84687267N002N0001.HY1

**L12B  
GROUP C**

**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>
UNPX	128009	12/94	C712	LO ALUM.
UNPX	128010	12/94	C712	LO ALUM.
UNPX	128011	12/94	C712	LO ALUM.
UNPX	128012	12/94	C712	LO ALUM.
UNPX	128013	12/94	C712	LO ALUM.
UTCX	48773	09/94	C214	LO
UTCX	48774	09/94	C214	LO
UTCX	48775	09/94	C214	LO
UTCX	48776	09/94	C214	LO
UTCX	48777	09/94	C214	LO
UTCX	48778	09/94	C214	LO
UTCX	48779	09/94	C214	LO
UTCX	48780	07/94	C214	LO
UTCX	48781	07/94	C214	LO
UTCX	48782	07/94	C214	LO
UTCX	48783	07/94	C214	LO
UTCX	48784	07/94	C214	LO
UTCX	48785	07/94	C214	LO
UTCX	48786	07/94	C214	LO
UTCX	48787	07/94	C214	LO
UTCX	48788	07/94	C214	LO
UTCX	48789	08/94	C214	LO
UTCX	48790	07/94	C214	LO
UTCX	48791	07/94	C214	LO
UTCX	48792	08/94	C214	LO
UTCX	48793	08/94	C214	LO
UTCX	48794	07/94	C214	LO
UTCX	48795	08/94	C214	LO
UTCX	48796	08/94	C214	LO
UTCX	48797	08/94	C214	LO
UTCX	48798	08/94	C214	LO
UTCX	48799	08/94	C214	LO
UTCX	48800	08/94	C214	LO
UTCX	48801	08/94	C214	LO
UTCX	48802	08/94	C214	LO

**L12B**  
**GROUP C**  
**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>
UTCX	48803	08/94	C214	LO
UTCX	48804	08/94	C214	LO
UTCX	48805	08/94	C214	LO
UTCX	48806	08/94	C214	LO
UTCX	48807	08/94	C214	LO
UTCX	48808	08/94	C214	LO
UTCX	48809	08/94	C214	LO
UTCX	48810	08/94	C214	LO
UTCX	48811	08/94	C214	LO
UTCX	48812	08/94	C214	LO
UTCX	48813	08/94	C214	LO
UTCX	48814	08/94	C214	LO
UTCX	48815	08/94	C214	LO
UTCX	48816	08/94	C214	LO
UTCX	48817	08/94	C214	LO
UTCX	48818	08/94	C214	LO
UTCX	48819	08/94	C214	LO
UTCX	48820	08/94	C214	LO
UTCX	48821	08/94	C214	LO
UTCX	48822	08/94	C214	LO
UTCX	48823	08/94	C214	LO
UTCX	48824	08/94	C214	LO
UTCX	48825	08/94	C214	LO
UTCX	48826	08/94	C214	LO
UTCX	48827	08/94	C214	LO
UTCX	48828	08/94	C214	LO
UTCX	48829	08/94	C214	LO
UTCX	48830	08/94	C214	LO
UTCX	48831	08/94	C214	LO
UTCX	48832	08/94	C214	LO
UTCX	48833	08/94	C214	LO
UTCX	48834	08/94	C214	LO
UTCX	48835	08/94	C214	LO
UTCX	48836	08/94	C214	LO
UTCX	48837	08/94	C214	LO

**L12B  
GROUP C**

**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>
UTCX	48838	08/94	C214	LO
UTCX	48839	08/94	C214	LO
UTCX	48840	08/94	C214	LO
UTCX	48841	08/94	C214	LO
UTCX	48842	08/94	C214	LO
UTCX	48843	08/94	C214	LO
UTCX	48844	08/94	C214	LO
UTCX	48845	08/94	C214	LO
UTCX	48846	08/94	C214	LO
UTCX	48847	08/94	C214	LO
UTCX	48848	08/94	C214	LO
UTCX	48849	08/94	C214	LO
UTCX	48850	08/94	C214	LO
UTCX	48851	08/94	C214	LO
UTCX	48852	08/94	C214	LO
UTCX	48853	08/94	C214	LO
UTCX	48854	08/94	C214	LO
UTCX	48855	08/94	C214	LO
UTCX	48856	08/94	C214	LO
UTCX	48857	08/94	C214	LO
UTCX	48858	08/94	C214	LO
UTCX	48859	08/94	C214	LO
UTCX	48860	08/94	C214	LO
UTCX	48861	08/94	C214	LO
UTCX	48862	08/94	C214	LO
UTCX	48863	08/94	C214	LO
UTCX	48864	08/94	C214	LO
UTCX	48865	08/94	C214	LO
UTCX	48866	08/94	C214	LO
UTCX	48867	08/94	C214	LO
UTCX	48868	08/94	C214	LO
UTCX	48869	08/94	C214	LO
UTCX	48870	08/94	C214	LO
UTCX	48871	08/94	C214	LO
UTCX	48872	08/94	C214	LO

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GROUP C  
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>
UTCX	48873	08/94	C214	LO
UTCX	48874	08/94	C214	LO
UTCX	48875	08/94	C214	LO
UTCX	48876	08/94	C214	LO
UTCX	48877	08/94	C214	LO
UTCX	48878	08/94	C214	LO
UTCX	48879	08/94	C214	LO
UTCX	48880	08/94	C214	LO
UTCX	48881	08/94	C214	LO
UTCX	48882	08/94	C214	LO
UTCX	48883	08/94	C214	LO
UTCX	48884	08/94	C214	LO
UTCX	48885	08/94	C214	LO
UTCX	48886	08/94	C214	LO
UTCX	48887	08/94	C214	LO
UTCX	48888	08/94	C214	LO
UTCX	48889	08/94	C214	LO
UTCX	48890	08/94	C214	LO
UTCX	48891	08/94	C214	LO
UTCX	48892	08/94	C214	LO
UTCX	48893	08/94	C214	LO
UTCX	48894	08/94	C214	LO
UTCX	48895	08/94	C214	LO
UTCX	48896	08/94	C214	LO
UTCX	48897	08/94	C214	LO
UTCX	48898	08/94	C214	LO
UTCX	48899	07/94	C214	LO
UTCX	48900	07/94	C214	LO
UTCX	48901	07/94	C214	LO
UTCX	48902	08/94	C214	LO
UTCX	48903	07/94	C214	LO
UTCX	48904	07/94	C214	LO
UTCX	48905	07/94	C214	LO
UTCX	48906	07/94	C214	LO
UTCX	48907	07/94	C214	LO

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GROUP C

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>
UTCX	48908	07/94	C214	LO
UTCX	48909	07/94	C214	LO
UTCX	48910	07/94	C214	LO
UTCX	48911	07/94	C214	LO
UTCX	48912	07/94	C214	LO
UTCX	48913	07/94	C214	LO
UTCX	48914	07/94	C214	LO
UTCX	48915	07/94	C214	LO
UTCX	48916	07/94	C214	LO
UTCX	48917	07/94	C214	LO
UTCX	48918	07/94	C214	LO
UTCX	48919	07/94	C214	LO
UTCX	48920	07/94	C214	LO
UTCX	48921	07/94	C214	LO
UTCX	48922	07/94	C214	LO
UTCX	48923	07/94	C214	LO
UTCX	48924	08/94	C214	LO
UTCX	48925	08/94	C214	LO
UTCX	48926	07/94	C214	LO
UTCX	48927	07/94	C214	LO
UTCX	48928	07/94	C214	LO
UTCX	48929	07/94	C214	LO
UTCX	48930	07/94	C214	LO
UTCX	48931	07/94	C214	LO
UTCX	48932	07/94	C214	LO
UTCX	48933	07/94	C214	LO
UTCX	48934	07/94	C214	LO
UTCX	57330	03/94	C214	LO
UTCX	57331	03/94	C214	LO
UTCX	57332	03/94	C214	LO
UTCX	57333	03/94	C214	LO
UTCX	57334	03/94	C214	LO
UTCX	57335	03/94	C214	LO
UTCX	57336	03/94	C214	LO
UTCX	57337	03/94	C214	LO

**L12B  
GROUP C**

**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>
UTCX	57338	03/94	C214	LO
UTCX	57339	03/94	C214	LO
UTCX	57340	03/94	C214	LO
UTCX	57341	03/94	C214	LO
UTCX	57342	03/94	C214	LO
UTCX	57343	03/94	C214	LO
UTCX	57344	03/94	C214	LO
UTCX	57345	03/94	C214	LO
UTCX	57346	03/94	C214	LO
UTCX	57347	04/94	C214	LO
UTCX	57348	04/94	C214	LO
UTCX	57349	04/94	C214	LO
UTCX	57350	04/94	C214	LO
UTCX	57351	04/94	C214	LO
UTCX	57352	04/94	C214	LO
UTCX	57353	04/94	C214	LO
UTCX	57354	04/94	C214	LO
UTCX	57355	04/94	C214	LO
UTCX	57356	04/94	C214	LO
UTCX	57357	04/94	C214	LO
UTCX	57358	04/94	C214	LO
UTCX	57359	04/94	C214	LO
UTCX	57360	04/94	C214	LO
UTCX	57361	04/94	C214	LO
UTCX	57362	04/94	C214	LO
UTCX	57363	04/94	C214	LO
UTCX	57364	04/94	C214	LO
UTCX	57365	04/94	C214	LO
UTCX	57366	04/94	C214	LO
UTCX	57367	03/94	C214	LO
UTCX	57368	03/94	C214	LO
UTCX	57369	03/94	C214	LO
UTCX	57370	03/94	C214	LO
UTCX	57371	03/94	C214	LO
UTCX	57372	03/94	C214	LO

L12B

Schedule 1

GROUP C

Description of Equipment

<u>Road Mark</u>	<u>Car Number</u>	<u>Built Date</u>	<u>AAR Code</u>	<u>DOT Class</u>
UTCX	57373	03/94	C214	LO
UTCX	57374	03/94	C214	LO
UTCX	57375	03/94	C214	LO
UTCX	57376	03/94	C214	LO
UTCX	57377	03/94	C214	LO
UTCX	57378	03/94	C214	LO
UTCX	57379	03/94	C214	LO
UTCX	57380	03/94	C214	LO
UTCX	57381	03/94	C214	LO
UTCX	57382	03/94	C214	LO
UTCX	57383	03/94	C214	LO
UTCX	57384	03/94	C214	LO

Total Group C Cars: 222