

THOMPSON COBURN

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April 22, 1999

Eileen P. Brown

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VIA HAND DELIVERY

Secretary
Surface Transportation Board
1925 K Street, N.W., Suite 700
Washington, D.C. 20423

RECORDATION NO. **8013-B** FILED

APR 22 '99 4-30PM

Re: Secondary Filing for Document No. 8013

Dear Secretary:

We have enclosed two duly executed and acknowledged counterparts of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

In connection with the acquisition by BA Leasing & Capital Corporation, a wholly owned subsidiary of Bank of America National Trust and Savings Association, of all of the stock of Trust Company for USL, Inc. (the "Trustee"), on September 20, 1996, the Trustee changed its name to Taurus Trust Company, Inc.

As part of an internal restructuring within The Chase Manhattan Corporation, Chase Manhattan Service Corporation was merged into Manufacturers Hanover Leasing International Corporation (the "Trustor") on or about September 30, 1997.

The document to be recorded is the Agreement of Resignation, Appointment and Acceptance, a secondary document, dated as of February 28, 1997.

The primary document to which this is connected is a Security Agreement Trust Deed and is recorded under Recordation No. 8013.

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

Trustor:

Manufacturers Hanover Leasing International Corporation (formerly Chase Manhattan Service Corporation), as trustor named in the Trust Agreement dated as of March 1, 1975

Secretary
April 22, 1999
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c/o Texas Commerce Bank
P.O. Box 2558
11 TCBN
Houston, Texas 77252

Prior Trustee:

Taurus Trust Company, Inc. (formerly Trust Company for USL, Inc.), as prior trustee under the Trust Agreement dated as of March 1, 1975
231 South LaSalle Street, 14th Floor
Chicago, Illinois 60697

Successor Trustee:

The Bank of New York, as successor owner trustee under the Trust Agreement dated as of March 1, 1975
10161 Centurion Parkway, 3rd Floor
Jacksonville, Florida 32256

A description of the equipment covered by the document is set forth in Annex A attached to this letter and made a part hereof.

We have enclosed a check in the amount of \$26.00 for the required fee. Please return one stamped copy of the enclosed document to the undersigned.

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

Agreement of Resignation, Appointment and Acceptance reflecting change in the Debtor under Security Agreement-Trust Deed, with Recordation Number 8013, dated as of February 28, 1997.

Very truly yours,

Thompson Coburn

By 
Eileen P. Brown

Enclosures

ANNEX A

<u>Number of Items</u>	<u>Description</u>	<u>Identifying Numbers</u> <u>(both inclusive)</u>
113	DOT111A100W1 Tank Cars	RAIX 6455-through 6564, 6565, 6567, 6576
28	DOTA60ALW1 Tank Cars	RAIX 9121-9148
9	DOT111A100W1 Tank Cars	RAIX 2350-2358
27	DOT111A100W1 Tank Cars	RAIX 2600-2626
7	DOT105A400W1 Tank Cars	RAIX 2000-2006
13	DOT AAR204W Tank Cars	RAIX 700-712
303	5,250 cu. ft. Covered Hopper Cars	RAIX 60498-60803
92	5,700 cu. ft. Covered Hopper Cars	RAIX 57127-57219

APR 22 '99

4-30PM

U.C. #12

AGREEMENT OF RESIGNATION, APPOINTMENT AND ACCEPTANCE, dated as of February 28, 1997 by and among Chase Manhattan Service Corporation, a corporation duly organized and existing under the laws of the State of New York and having its principal office at One Chase Manhattan Plaza, 5th floor, New York, NY 10081 (the "Trustor"), TAURUS TRUST COMPANY, INC. (formerly Trust Company for USL, Inc.) a corporation duly organized and existing under the laws of Illinois and having its principal corporate trust office at 231 South LaSalle Street, 14th floor, Chicago, Illinois 60697 ("Prior Trustee") and THE BANK OF NEW YORK, a banking corporation duly organized and existing under the laws of the State of New York and having its principal corporate trust office at 101 Barclay Street, Floor 21 West, New York, New York 10286 ("Successor Trustee").

RECITALS:

WHEREAS, the Trustor and Prior Trustee are parties to a Trust Agreement dated as of March 1, 1975 (the "Trust Agreement"), pursuant to which the Prior Trustee was authorized and instructed to enter into the documents listed on Schedule A annexed hereto (the "Transaction Documents").

WHEREAS, the Trustor desires to appoint Successor Trustee as Trustee to succeed Prior Trustee in such capacity under the Trust Agreement; and

WHEREAS, Successor Trustee is willing to accept such appointment as Successor Trustee under the Trust Agreement.

NOW, THEREFORE, the Trustor, Prior Trustee and Successor Trustee, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby consent and agree as follows:

ARTICLE I THE PRIOR TRUSTEE

SECTION 1.01 Prior Trustee hereby resigns as Trustee under the Trust Agreement.

SECTION 1.02 Prior Trustee hereby assigns, transfers, delivers and confirms to Successor Trustee all right, title and interest of Prior Trustee in and to the trusts of the Trustee under the Trust Agreement and all the right, powers and trusts of the Trustee under the Transaction Documents. Prior Trustee shall execute and deliver such further instruments and shall do such other things as Successor Trustee may reasonably require to more fully and certainly vest and confirm in Successor Trustee all the rights, powers and trust hereby assigned, transferred, delivered and confirmed to Successor Trustee as Trustee.

ARTICLE II
THE TRUSTOR

SECTION 2.01 The Trustor hereby accepts the resignation of Prior Trustee as Trustee under the Trust Agreement.

SECTION 2.02 All conditions relating to the appointment of The Bank of New York as Successor Trustee under the Trust Agreement have been met by the Trustor, and the Trustor hereby appoints Successor Trustee as Trustee under the Trust Agreement with like effect as if originally named as Trustee in the Trust Agreement.

ARTICLE III
THE SUCCESSOR TRUSTEE

SECTION 3.01 Successor Trustee hereby represents and warrants to Prior Trustee and to the Trustor that Successor Trustee has combined capital and surplus of not less than \$50,000,000.

SECTION 3.02 Successor Trustee hereby accepts its appointment as Successor Trustee under the Trust Agreement and accepts the rights, powers, duties and obligations of Prior Trustee as Trustee under the Transaction Documents upon the terms and conditions set forth therein, with like effect as if originally named as Trustee under the Trust Agreement.

ARTICLE IV
MISCELLANEOUS

SECTION 4.01 This Agreement and the resignation, appointment and acceptance effected hereby shall be effective as of the date first above written.

SECTION 4.02 This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 4.03 This Agreement may be executed in any number of counterparts each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

SECTION 4.04 The Successor Trustee shall deliver a copy of this Agreement of

Resignation, Appointment and Acceptance to Union Carbide Corporation.

SECTION 4.05 For purposes of Section 16.1 of the Trust Agreement, notices shall be addressed to the Successor Trustee and the Trustor as follows:

If to the Successor Trustee:

The Bank of New York
Towermarc Plaza
10161 Centurion Parkway
Jacksonville, Florida 32256
Attn: Corporate Trust Department
Telephone: (904) 998-4702
Facsimile: (904) 645-1932

If to the Trustor:

Chase Manhattan Service Corporation
270 Park Avenue, 16th floor
New York, NY 10017
Attn: Kevin Keaton, Vice President
Telephone: (212) 270-8014
Facsimile: (212) 270-8448

with a copy to:

GATX Capital Corporation
Four Embarcadero Center, Suite 2200
San Francisco, CA 94111
Attn: Lease Portfolio Administration
Telephone: (415) 955-3200
Facsimile: (415) 955-3288

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Resignation, Appointment and Acceptance to be duly executed and attested all as of the day and year first above written.

CHASE MANHATTAN SERVICE CORPORATION
Trustor

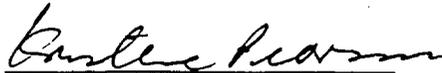
Attest:

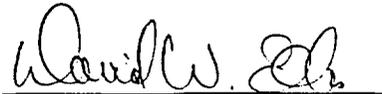
By: _____
Name:
Title:

Name:
Title:

TAURUS TRUST COMPANY, INC.
(formerly Trust Company for USL, Inc.)
Prior Trustee

Attest:


Name: KRISTINE PEARSON
Title: ASSISTANT SECRETARY

By: 
Name: DAVID W. ELLIS
Title: PRESIDENT

THE BANK OF NEW YORK, as
Successor Trustee

Attest:

Name:
Title:

By: _____
Name:
Title:

SCHEDULE A

Transaction Documents U.C. #12

1. Trust Agreement dated as of March 1, 1975 among Chase Manhattan Service Corporation as Trustor, Trust Company for USL, Inc. as Trustee, and United States Leasing International, Inc. as Agent for the Trustee.
2. Acquisition Agreement dated as of March 1, 1975 between the Trustee and Union Carbide Corporation (the "Company").
3. Lease of Railroad Equipment dated as of March 1, 1975 between the Trustee and the Company.
4. Security Agreement-Trust Deed dated as of March 1, 1975 from the Trustee to Harris Trust and Savings Bank, as Security Trustee.
5. Amendment No. 1 to Security Agreement-Trust Deed, dated August 30, 1993 ("Amendment No. 1"), between the Trustee and the Secured Party;
6. Amendment No. 2 to Security Agreement-Trust Deed, dated August 30, 1993 between the Trustee and the Secured Party;
7. Trust No. 12 - 1993 Series Notes, Group A, in the aggregate principal amount of \$579,032.16 (the "Group A Notes");
8. Trust No. 12 - 1993 Series Notes, Group B, in the aggregate principal amount of \$2,791,725.25 (the "Group B Notes");
9. Trust No. 12 - 1993 Series Notes, Group C, in the aggregate principal amount of \$2,015,863.55 (the "Group C Notes");
10. Trust No. 12 - 1993 Series Notes, Group D, in the aggregate principal amount of \$166,741.05 (the "Group D Notes");
11. Amendment No. 1 to Lease of Railroad Equipment, dated August 30, 1993 ("Lease Amendment"), between the Trustee and Union Carbide Chemicals and Plastics Company, Inc. (the "Lessee");
12. Amendment No. 1 to Acquisition Agreement, dated August 30, 1993 ("Acquisition Agreement Amendment"), between Trustee and Lessee.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Resignation, Appointment and Acceptance to be duly executed and attested all as of the day and year first above written.

CHASE MANHATTAN SERVICE CORPORATION

Trustor

By: Kevin S. Keaton

Name: KEVIN S. KEATON

Title: VICE PRESIDENT

Attest:

Joseph Beath

Name:

Title: Assistant Secretary

TAURUS TRUST COMPANY, INC.
(formerly Trust Company for USL, Inc.)

Prior Trustee

Attest:

Name:

Title:

By: _____

Name:

Title:

THE BANK OF NEW YORK, as
Successor Trustee

Attest:

Name:

Title:

By: _____

Name: Donna H. Page

Title: Assistant Treasurer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Resignation, Appointment and Acceptance to be duly executed and attested all as of the day and year first above written.

CHASE MANHATTAN SERVICE CORPORATION
Trustor

Attest:

By: _____
Name:
Title:

Name:
Title:

TAURUS TRUST COMPANY, INC.
(formerly Trust Company for USL, Inc.)
Prior Trustee

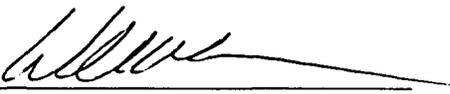
Attest:

Name:
Title:

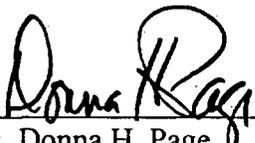
By: _____
Name:
Title:

THE BANK OF NEW YORK, as
Successor Trustee

Attest:



Name: Bill Lamm
Title: Vice President

By: 

Name: Donna H. Page
Title: Assistant Treasurer

CORPORATE ACKNOWLEDGEMENT

I, Gary E. Tulloch, certify that I am Vice President of MANUFACTURERS HANOVER LEASING INTERNATIONAL CORPORATION (formerly Chase Manhattan Service Corporation, hereinafter the "Corporation") that the foregoing instrument was signed and sealed on behalf of the Corporation by authority of its Board of Directors, and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Corporation. I further declare under penalty of perjury that I have compared the copy to the original and have found the copy to be complete and identical in all respects to the original document.

MANUFACTURERS HANOVER LEASING INTERNATIONAL CORPORATION

By: Gary E. Tulloch
Gary E. Tulloch
Vice President

Executed on this 19th day of March 1999.

CORPORATE ACKNOWLEDGEMENT

I, Kristine Pearson, certify that I am Assistant Secretary of BA Leasing & Capital Corporation which was, at the time of the execution of the foregoing instrument, the sole shareholder of TAURUS TRUST COMPANY, INC. (the "Corporation"). I further certify that the foregoing instrument was signed and sealed on behalf of the Corporation by authority of its board of directors, and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Corporation. I further declare under penalty of perjury that I have compared the copy to the original and have found the copy to be complete and identical in all respects to the original document.

TAURUS TRUST COMPANY, INC.

By: BA LEASING & CAPITAL CORPORATION

By: *Kristine Pearson*
Name: KRISTINE PEARSON
Title: ASSISTANT SECRETARY

Executed on this 28 day of March 1999.

CORPORATE ACKNOWLEDGEMENT

I, Donna H. Page, certify that I am Agent of THE BANK OF NEW YORK (the "Corporation") that the foregoing instrument was signed and sealed on behalf of the Corporation by authority of its Board of Directors, and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Corporation. I further declare under penalty of perjury that I have compared the copy to the original and have found the copy to be complete and identical in all respects to the original document.

THE BANK OF NEW YORK

By:



Name: **Donna H. Page**

Title: **Agent**

Executed on this 16th day of March 1999.