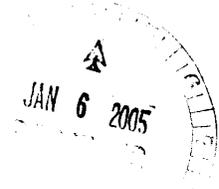


LAW OFFICES
NEAL, GERBER & EISENBERG LLP
TWO NORTH LA SALLE STREET
CHICAGO, ILLINOIS 60602-3801
(312) 269-8000
www.ngelaw.com



BONNIE E. HEACOCK
PARALEGAL
(312) 269-5258

FAX: (312) 269-1747
BHEACOCK@NGELAW.COM

January 5, 2005

VIA FEDERAL EXPRESS

Surface Transportation Board
Documents for Recordation
1925 K Street, N.W. #700
Washington, DC 20423

RECORDATION NO. 19091-S FILED
JAN 07 '05
12-58 PM
SURFACE TRANSPORTATION BOARD

Re: Union Tank Car Company
Security Agreement (L-12B)

Dear Sir or Madam:

Enclosed are two originals and two certified copies of the document described below which is to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

This secondary document is dated as of January 3, 2005 and is described as follows:

Security Agreement dated as of January 3, 2005 between Union Tank Car Company ("Grantor") and U.S. Bank National Association, as successor to State Street Bank and Trust Company, not in its individual capacity but solely as successor trustee and collateral agent for Bank of America, N.A. ("Secured Party").

The primary document to which this is connected is recorded under Recordation No. 19091.

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

Grantor: Union Tank Car Company
225 West Washington Street
Chicago, IL 60606
Attn: Patrick J. Allen

NEAL, GERBER & EISENBERG LLP

Surface Transportation Board
Documents for Recordation
January 5, 2005
Page 2

Secured Party: U.S. Bank National Association
One Federal Street, 3rd Floor
Boston, MA 02110
Attn: Donald E. Smith

The Equipment involved in this transaction is more fully described on Schedule A attached to this letter and made a part hereof.

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

Security Agreement dated as of January 3, 2005 between Union Tank Car Company ("Grantor") and U.S. Bank National Association, as successor to State Street Bank and Trust Company, not in its individual capacity but solely as successor trustee and collateral agent for Bank of America, N.A. ("Secured Party").

The purpose of the Security Agreement is to secure Grantor's obligation to pay the deferred portion of the purchase price of the equipment described on Schedule A attached thereto.

Please file the enclosed document as a supplement to the filing referred to above and return the one original and two certified copies of the document, stamped to show the filing, to me at the address given herein. Also enclosed is a check payable in the amount of \$32.00 for the filing fee.

Should you have any questions regarding the enclosures, please call me at (312) 269-5258.

Sincerely,



Bonnie E. Heacock
Paralegal

Enclosures

cc: Patrick J. Allen, Esq. - The Marmon Group, Inc. (w/enc.)
Matthew R. Andris (w/o enc.)

RECORDATION NO. 19091-S FILED

JAN 07 '05

12-58 PM

SECURITY AGREEMENT

SURFACE TRANSPORTATION BOARD

SECURITY AGREEMENT ("**Agreement**"), dated January 3, 2005, between Union Tank Car Company ("**Grantor**") and U.S. Bank National Association, not in its individual capacity, but solely as successor Trustee and collateral agent for BNY Capital Funding LLC ("**Secured Party**"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in Appendix A to Lease Agreement (as defined herein).

RECITALS

Grantor and Secured Party are parties to the Equipment Lease Agreement (UTC Trust No. 1994-A) (L-12B) dated December 15, 1994 (the "**Lease Agreement**"), pursuant to which Secured Party, as lessor, leases certain equipment to Grantor, as lessee. On the date of this Agreement, pursuant to Section 22.1(a) of the Lease Agreement Grantor purchased the equipment identified on Exhibit I hereto. A portion (the "**Deferred Portion**") of the purchase price for the purchased equipment is payable from and after the date of this Agreement pursuant to Section 22.1(b) of the Lease Agreement. In order to secure Grantor's obligation to pay the Deferred Portion as and when provided by the Lease Agreement, and pursuant to Section 22.1(b) of the Lease Agreement, Grantor now desires to grant, and Secured Party desires to accept, a security interest in the Collateral (as defined herein).

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that, to secure the prompt payment of the Deferred Portion by Grantor as and when set forth in Section 22.1(b) of the Lease Agreement, and for the uses and purposes and subject to the terms and provisions hereof, and in consideration of the premises and covenants herein contained, Grantor does hereby sell, assign, transfer, convey, mortgage, pledge and confirm unto Secured Party, its successors and assigns, for the security and benefit of Secured Party from time to time, a security interest in and mortgage lien on all right, title and interest of Grantor in and to the following described property, rights, interests and privileges (the "**Collateral**"), to wit:

- (a) all of the equipment set forth on Exhibit I hereto (together with any and all accessions, additions, improvements and replacements from time to time incorporated or installed on any such item of equipment) and all substitutions therefor; and
- (b) all proceeds of the foregoing.

TO HAVE AND TO HOLD all and singular the aforesaid property unto Secured Party, its successors and assigns, in trust and for the benefit and security of Secured Party from time to time, and for the uses and purposes, and subject to the terms and provisions, set forth herein.

1. **Use of Collateral.** So long as no Event of Default shall have occurred and be continuing, and subject to the various provisions of this Agreement, Grantor may use the Collateral in any lawful manner.
2. **Events of Default.** The following events shall constitute "**Events of Default**" under this Agreement, and each such Event of Default shall be deemed to exist and continue so long as, but only so long as, it shall not have been remedied:

(a) Any default by Grantor in making any payment of the Deferred Portion as and when required by the Lease Agreement, and the continuance of such default unremedied for 10 Business Days after the same shall have become due and payable; or

(b) Any representation or warranty made by Grantor herein or in any document or certificate furnished to Secured Party in connection herewith or pursuant hereto shall prove at any time to have been incorrect in any material respect as of the date made; or

(c) Grantor shall be in default in the performance of any obligation under this Agreement (other than as set forth in (a) above) and such default shall remain unremedied for twenty Business Days after receipt by Grantor of written notice of such default; or

(d) Grantor shall consent to the appointment of a custodian, receiver, trustee or liquidator of itself or of a substantial part of its property or shall make a general assignment for the benefit of creditors; or

(e) Grantor shall file, or consent by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy, for liquidation or to take advantage of any bankruptcy or insolvency law of any jurisdiction; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction appointing, without the consent of Grantor, a receiver, trustee or liquidator of the Collateral, Grantor or any substantial part of Grantor's property under the Federal bankruptcy laws, and any such order, judgment or decree of appointment shall remain in force undismissed, unstayed and unvacated for a period of 60 days after the date of entry thereof; or

(g) A petition against Grantor, in a proceeding under the Federal bankruptcy laws or other insolvency law, as now or hereafter in effect, shall be filed and shall not be withdrawn or dismissed within 60 days thereafter, or if, under the provisions of any law providing for reorganization or winding-up of corporations which may apply to Grantor, any court of competent jurisdiction shall assume jurisdiction, custody or control of the Collateral, Grantor or any substantial portion of Grantor's property and such jurisdiction, custody or control shall remain in force unrelinquished, unstayed and unterminated for a period of 60 days.

3. Rights of Secured Party upon Event of Default. If an Event of Default occurs and is continuing, Secured Party may take any of the actions set forth below, it being understood and agreed the remedies provided for herein are cumulative and that the exercise of any one or more of such remedies shall not be construed as a waiver of any of the other remedies of Secured Party:

(a) Secured Party may declare any unpaid amount of the Deferred Portion to be immediately due and payable.

(b) Secured Party may, if at the time such action may be lawful and always subject to compliance with any mandatory legal requirements, either with or without taking possession, and either before or after taking possession, and without instituting any legal proceedings whatsoever, and having first given written notice of such sale by registered mail to Grantor at least 20 days prior to the date of such sale or the date on which Secured Party enters into a binding contract for a private sale, and any other notice which may be required by law, sell and dispose of the Collateral, or any part thereof, or interest therein, at a public auction to the highest bidder or at a private sale in one lot as an entirety or in separate lots, and either for cash or on credit and on such terms as Secured Party may determine, without any liability to the Grantor to obtain fair market value or the highest possible price for the Collateral, and at any place (whether or not it be the location of the Collateral or any part thereof) and time designated in the notice above referred to. Any such public sale or sales may be adjourned from time to time by announcement at the time and place appointed for such sale or sales, or for any such adjourned sale or sales, without further notice, and Secured Party or any beneficiary under the Trust Agreement may bid and become the purchaser at such public sale. Secured Party may exercise such right of possession or production of the Lease Agreement or proof of ownership of any rights thereunder. Grantor hereby irrevocably constitutes Secured Party as the true and lawful attorney-in-fact of Grantor (in the name of Grantor or otherwise) for the purpose of effectuating any sale, assignments, transfer or delivery for enforcement of the security interest granted hereby, whether pursuant to foreclosure or power of sale or otherwise, to execute and deliver all such bills of sale, assignments and other instruments as Secured Party may consider necessary or appropriate, with full power of substitution, Grantor hereby ratifying and confirming all that such attorney or any substitute shall lawfully do by virtue hereof. Nevertheless, if so requested by Secured Party or any purchaser, Grantor shall ratify and confirm any such sale, assignment, transfer or delivery by executing and delivering to Secured Party or such purchaser all bills of sale, assignments, releases and other proper instruments to effect such ratification and confirmation as may be designated in such request.

(c) Secured Party may, to the fullest extent it may lawfully do so, take possession of all or any part of the Collateral and exclude Grantor and all persons claiming under it wholly or partly therefrom. At the request of Secured Party, Grantor shall promptly execute and deliver to Secured Party such instruments of title and other documents as Secured Party may deem necessary or advisable to enable Secured Party or an agent or representative designated by Secured Party, at such time or times and place or places as Secured Party may specify, to obtain possession of all or any part of the Collateral. If Grantor shall fail for any reason to execute and deliver such instruments and documents to Secured Party, Secured Party may pursue all or part of the Collateral wherever it may be found and may enter any of Grantor's premises wherever the Collateral may be or be supposed to be and search for the Collateral and take possession of and remove the Collateral. Upon every such taking of possession, Secured Party may, from time to time, make such expenditures for maintenance, insurance, repairs, replacements, alterations, additions and improvements to any of the Collateral it may deem proper. In each such case, Secured Party shall have the right to use, operate, store, control or manage the Collateral, and to carry on the business and to exercise all rights and powers of Grantor relating to the Collateral, as Secured Party shall deem best,

including the right to enter into any and all such agreements with respect to the maintenance, operation, leasing or storage of the Collateral or any part thereof as Secured Party may determine; and Secured Party shall be entitled to collect and receive all tolls, rents, revenues, issues, income, products and profits of the Collateral and every part thereof, without prejudice, however, to the right of Secured Party under any provision of the Lease Agreement or this Agreement to collect and receive the Deferred Portion. Such tolls, rents, revenues, issues, income, products and profits shall be applied to pay the expenses of holding and operating the Collateral and of conducting the business thereof, and of all maintenance, repairs, replacements, alterations, additions and improvements, and to make all payments which Secured Party may be required or may elect to make, if any, for taxes, assessments, insurance or other proper charges upon the Collateral or any part thereof (including the employment of engineers and accountants to examine, inspect and make reports upon the properties and books and records of the Collateral), and all other payments which Secured Party may be required or authorized to make, as well as just and reasonable compensation for the services of Secured Party, and of all persons properly engaged and employed by Secured Party, including the reasonable expenses of Secured Party.

(d) Secured Party may proceed by appropriate court action or actions, either at law or in equity, to enforce performance by Grantor of the applicable covenants of this Security Agreement or to recover damages for the breach thereof.

(e) Grantor shall be liable for the costs and expenses (including without limitation reasonable attorneys' fees) incurred by reason of any Event of Default or the exercise of Secured Party's remedies with respect to an Event of Default.

4. Representations and Warranties of Grantor. Grantor hereby represents and warrants to Secured Party as follows:

(a) Grantor has been duly formed and is validly existing in good standing under the laws of the State of Delaware. Grantor's exact legal name is as set forth in the first paragraph of this Agreement.

(b) Grantor has full right, power and authority to execute, deliver and perform the terms of this Agreement.

(c) This Agreement has been duly authorized, executed and delivered by Grantor. This Agreement constitutes the legal, valid and binding obligation of Grantor, enforceable in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy laws or similar laws affecting the rights of creditors generally.

5. Certain Covenants of Grantor. Grantor hereby covenants with Secured Party as follows for so long as any amount of the Deferred Portion remains unpaid:

(a) Grantor will immediately notify Secured Party, in writing, if Grantor shall change its name or jurisdiction of incorporation or if Grantor shall cease to operate its business.

(b) Grantor will not sell, offer to sell, assign, pledge or otherwise transfer or encumber the Collateral or any interest therein without the prior written consent of Secured Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, nothing in this Agreement shall prohibit Grantor from entering into a lease for all or any of the Collateral (pursuant to a car service contract or otherwise) to, or to grant permission for the use thereof under car contracts by, (a) a railroad company or companies incorporated under the laws of the United States or any state thereof or the District of Columbia, Canada or any province thereof, or Mexico or any state thereof, upon lines of railroad owned or operated by such railroad company or companies or over which such railroad company or companies have trackage right or rights for operation of their trains, and upon connecting and other carriers in the usual interchange of traffic or (b) responsible companies other than railroad companies for use in their business; *provided, however*, that if Grantor leases any Collateral to a lessee which operates primarily in Mexico (or any state thereof), Grantor shall first have made all registrations, filings and deposits which are necessary or advisable under then-current prudent industry practice (including any actions reasonably requested by the Secured Party) to protect the right title and interest of the Grantor and the Secured Party in and to the Collateral so leased; and *provided further* that such lease shall include appropriate provisions so that such leases shall in all events, be subject and subordinate to this Security Agreement and the rights of the Secured Party and its successors and assigns hereunder and shall confirm such subordination by a provision substantially in the form currently contained in Grantor's standard car service contract and shall not include any term or provision which could reasonably be expected to result in material adverse consequences to Grantor or the Secured Party.

(c) Grantor will keep all tangible Collateral in good order and repair, will not waste or destroy the Collateral or any part thereof, and will not use the Collateral in violation of any law or policy of insurance thereon.

(d) Grantor will keep the Collateral at all times insured against risks of loss or damage by fire, theft, and such other casualties as Secured Party may reasonably require, all in such amounts and under such forms of policies as Secured Party may reasonably require. In furtherance of the foregoing, notwithstanding the termination of the Lease Agreement with respect to the Collateral, the obligations of Grantor under Section 12 thereof with respect to the Collateral shall remain in full force and effect and continue to exist for the benefit of the Owner Participant.

(e) Grantor will promptly pay when due all taxes and assessments upon the Collateral or its use or operation unless Grantor, through appropriate formal objection or proceedings, contests the payment of any said taxes and assessments.

(f) Notwithstanding the termination of the Lease Agreement with respect to the Collateral, the Grantor hereby (i) confirms and agrees to perform its obligation to pay the Deferred Portion as and when due pursuant to Section 22.1(b) of the Lease Agreement, and (ii) agrees that its obligations under Section 7.2 of the Participation Agreement (UTC Trust No. 1994-A) (L-12B) dated December 15, 1994 (the "Participation Agreement") with respect to the Collateral, shall remain in full force and

effect for the duration of the term of this Agreement, without giving effect to the limitation set forth in Section 7.2(d)(i) of the Participation Agreement.

(g) Grantor will pay US Bank, N.A. its reasonable fees for acting as successor Trustee and collateral agent for BNY Capital Funding LLC and holding and administering the security interest granted hereunder in connection with its role as such.

6. **Financing Statements.** So long as any amount of the Deferred Portion remains unpaid, Grantor hereby authorizes Secured Party to file any financing statements and any amendments thereto or continuations thereof and any other documents or instruments and to give any notices necessary or desirable to perfect the lien of Secured Party on the Collateral, in all cases with regard to the Collateral without the signatures of Grantor or to execute such items as attorney-in-fact for Grantor. To the extent such financing statements, amendments or continuations may not be filed without Grantor's signature, Grantor agrees, upon Secured Party's reasonable request from time to time, to execute and deliver to Secured Party any financing statements and any amendments thereto or continuations thereof and any other documents or instruments and to give any notices necessary or desirable to perfect the lien of Secured Party on the Collateral. Promptly following the execution of this Agreement, Grantor shall deliver to Secured Party evidence that this Security Agreement has been appropriately filed with the United States Surface Transportation Board and the Registrar General of Canada. Grantor shall at all times maintain the lien of this Agreement as a first priority perfected lien on the Collateral.

7. **Miscellaneous Provisions.**

(a) **Further Assurances.** Upon the request of Secured Party, Grantor hereby agrees to duly execute and deliver, or cause to be duly executed and delivered, at the cost and expense of Grantor, such further instruments as may be necessary or proper, in the reasonable judgment of Secured Party, to carry out the provisions and purposes hereof, and to do all things necessary to perfect and preserve the security interests of Secured Party hereunder and in the Collateral or any portion thereof.

(b) **Notices.** Any notice shall be conclusively deemed to have been given and received as provided for in the Lease Agreement.

(c) **Successors.** Each reference herein to a party hereto be deemed to include their respective successors and assigns.

(c) **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

(d) **No Waiver, etc.** Neither a failure nor a delay on the part of any party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any right, power or privilege. The rights, remedies and benefits of each party herein expressly specified are cumulative and not exclusive of any other rights, remedies or benefits which each party may have under this Agreement, at law, in equity, by statute, or otherwise.

(e) Modification, etc. No modification, amendment or waiver of any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed by both parties hereto.

(f) Severability. If any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall in no way be affected or impaired thereby.

(g) Headings. Section headings used herein are for convenience of reference only and are not to affect the construction of, or be taken into consideration in interpreting, this Agreement.

(h) Counterparts; Facsimile. This Agreement may be executed in counterparts and by facsimile, each of which shall constitute an original and when taken together shall constitute one and the same document.

(i) Collateral Agent. U.S. Bank National Association hereby agrees, for the benefit of BNY Capital Funding LLC ("BNY CF"), (x) to act as collateral agent for BNY CF hereunder, and (y) to take such actions, as "Secured Party" as directed by BNY CF.

[Remainder of page intentionally left blank]

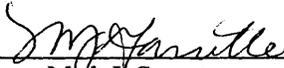
IN WITNESS WHEREOF, Grantor and Secured Party have caused this Security Agreement to be executed as of the date first written above.

GRANTOR:

UNION TANK CAR COMPANY

SECURED PARTY:

U.S. BANK NATIONAL
ASSOCIATION, AS TRUSTEE

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

By: _____
Name:
Title:

IN WITNESS WHEREOF, Grantor and Secured Party have caused this Security Agreement to be executed as of the date first written above.

GRANTOR:

UNION TANK CAR COMPANY

By: _____

Name:

Title:

SECURED PARTY:

U.S. BANK NATIONAL
ASSOCIATION, AS TRUSTEE

By:  _____

Name: Donald E. Smith

Title: Vice President

EXHIBIT I

Equipment

[See attached.]

<u>Car</u>		<u>Cash Payment</u>		
<u>Mark</u>	<u>Number</u>	<u>Original ETC Cost</u>	<u>Stip Loss %</u>	<u>\$</u>
1 PROX	015372	59,354.00	73.425262%	43,580.83
1 PROX	015373	59,354.00	73.425262%	43,580.83
1 PROX	015374	59,354.00	73.425262%	43,580.83
1 PROX	015375	59,354.00	73.425262%	43,580.83
1 PROX	015376	59,354.00	73.425262%	43,580.83
1 PROX	015377	59,354.00	73.425262%	43,580.83
1 PROX	015378	59,354.00	73.425262%	43,580.83
1 PROX	015379	59,354.00	73.425262%	43,580.83
1 PROX	015380	59,354.00	73.425262%	43,580.83
1 PROX	015381	59,354.00	73.425262%	43,580.83
1 PROX	015382	59,354.00	73.425262%	43,580.83
1 PROX	015383	59,354.00	73.425262%	43,580.83
1 PROX	015384	59,354.00	73.425262%	43,580.83
1 PROX	015385	59,354.00	73.425262%	43,580.83
1 PROX	015386	59,354.00	73.425262%	43,580.83
1 PROX	015387	59,354.00	73.425262%	43,580.83
1 PROX	015388	59,354.00	73.425262%	43,580.83
1 PROX	015389	59,354.00	73.425262%	43,580.83
1 PROX	031172	69,178.00	73.425262%	50,794.13
1 PROX	031173	69,178.00	73.425262%	50,794.13
1 PROX	030236	69,178.00	73.425262%	50,794.13
1 PROX	031175	69,178.00	73.425262%	50,794.13
1 PROX	031176	69,178.00	73.425262%	50,794.13
1 PROX	031177	69,178.00	73.425262%	50,794.13
1 PROX	031178	69,178.00	73.425262%	50,794.13
1 PROX	031179	69,178.00	73.425262%	50,794.13
1 PROX	031180	69,178.00	73.425262%	50,794.13
1 PROX	031181	69,178.00	73.425262%	50,794.13
1 PROX	031182	69,178.00	73.425262%	50,794.13
1 PROX	031183	69,178.00	73.425262%	50,794.13
1 PROX	031184	69,178.00	73.425262%	50,794.13
1 PROX	031185	69,178.00	73.425262%	50,794.13
1 PROX	031186	69,178.00	73.425262%	50,794.13
1 PROX	031187	69,178.00	73.425262%	50,794.13
1 PROX	031188	69,178.00	73.425262%	50,794.13
1 PROX	031189	69,178.00	73.425262%	50,794.13
1 PROX	031190	69,178.00	73.425262%	50,794.13
1 PROX	031191	69,178.00	73.425262%	50,794.13
1 PROX	031192	69,178.00	73.425262%	50,794.13
1 PROX	031193	69,178.00	73.425262%	50,794.13
1 PROX	031194	69,178.00	73.425262%	50,794.13
1 PROX	031195	69,178.00	73.425262%	50,794.13
1 PROX	031196	69,178.00	73.425262%	50,794.13
1 PROX	031197	69,178.00	73.425262%	50,794.13
1 PROX	031198	69,178.00	73.425262%	50,794.13
1 PROX	031199	69,178.00	73.425262%	50,794.13
1 PROX	031200	69,178.00	73.425262%	50,794.13
1 PROX	031201	69,178.00	73.425262%	50,794.13

1 PROX	031202	69,178.00	73.425262%	50,794.13
1 PROX	031203	69,178.00	73.425262%	50,794.13
1 PROX	031204	69,178.00	73.425262%	50,794.13
1 PROX	031205	69,178.00	73.425262%	50,794.13
1 PROX	031206	69,178.00	73.425262%	50,794.13
1 PROX	031207	69,178.00	73.425262%	50,794.13
1 PROX	031208	69,178.00	73.425262%	50,794.13
1 PROX	031209	69,178.00	73.425262%	50,794.13
1 PROX	031210	69,178.00	73.425262%	50,794.13
1 PROX	031211	69,178.00	73.425262%	50,794.13
1 PROX	030235	69,178.00	73.425262%	50,794.13
1 PROX	031213	69,178.00	73.425262%	50,794.13
1 PROX	031214	69,178.00	73.425262%	50,794.13
1 PROX	031215	69,178.00	73.425262%	50,794.13
1 PROX	031216	69,178.00	73.425262%	50,794.13
1 PROX	031217	69,178.00	73.425262%	50,794.13
1 PROX	031218	69,178.00	73.425262%	50,794.13
1 PROX	031219	69,178.00	73.425262%	50,794.13
1 PROX	091515	85,636.00	73.425262%	62,878.46
1 PROX	091516	85,636.00	73.425262%	62,878.46
1 PROX	091517	85,636.00	73.425262%	62,878.46
1 PROX	091518	85,636.00	73.425262%	62,878.46
1 PROX	091519	85,636.00	73.425262%	62,878.46
1 PROX	091520	85,636.00	73.425262%	62,878.46
1 PROX	091521	85,636.00	73.425262%	62,878.46
1 PROX	091522	85,636.00	73.425262%	62,878.46
1 PROX	091523	85,636.00	73.425262%	62,878.46
1 PROX	091524	85,636.00	73.425262%	62,878.46
1 PROX	091525	85,636.00	73.425262%	62,878.46
1 PROX	091526	85,636.00	73.425262%	62,878.46
1 PROX	091527	85,636.00	73.425262%	62,878.46
1 PROX	091528	85,636.00	73.425262%	62,878.46
1 PROX	091529	85,636.00	73.425262%	62,878.46
1 UTLX	130191	72,966.00	73.425262%	53,575.48
1 UTLX	130192	72,966.00	73.425262%	53,575.48
1 UTLX	130193	72,966.00	73.425262%	53,575.48
1 UTLX	130212	60,546.00	73.425262%	44,456.06
1 UTLX	130213	60,546.00	73.425262%	44,456.06
1 UTLX	130214	60,546.00	73.425262%	44,456.06
1 UTLX	130215	60,546.00	73.425262%	44,456.06
1 UTLX	130216	60,546.00	73.425262%	44,456.06
1 UTLX	130217	60,546.00	73.425262%	44,456.06
1 UTLX	130218	60,546.00	73.425262%	44,456.06
1 UTLX	130219	60,546.00	73.425262%	44,456.06
1 UTLX	130220	60,546.00	73.425262%	44,456.06
1 UTLX	130221	60,546.00	73.425262%	44,456.06
1 UTLX	130222	60,546.00	73.425262%	44,456.06
1 UTLX	130223	60,546.00	73.425262%	44,456.06
1 UTLX	646510	45,294.00	73.425262%	33,257.24
1 UTLX	201753	45,294.00	73.425262%	33,257.24
1 UTLX	201754	45,294.00	73.425262%	33,257.24
1 UTLX	201755	45,294.00	73.425262%	33,257.24

1 UTLX	300370	55,806.00	73.425262%	40,975.70
1 UTLX	300389	46,688.00	73.425262%	34,280.79
1 UTLX	300392	46,688.00	73.425262%	34,280.79
1 UTLX	300393	46,688.00	73.425262%	34,280.79
1 UTLX	202277	46,739.00	73.425262%	34,318.23
1 UTLX	644532	46,739.00	73.425262%	34,318.23
1 UTLX	644534	46,739.00	73.425262%	34,318.23
1 UTLX	644536	46,739.00	73.425262%	34,318.23
1 UTLX	644540	46,739.00	73.425262%	34,318.23
1 UTLX	644550	46,739.00	73.425262%	34,318.23
1 UTLX	644551	46,739.00	73.425262%	34,318.23
1 UTLX	644553	46,739.00	73.425262%	34,318.23
1 UTLX	644554	46,739.00	73.425262%	34,318.23
1 UTLX	644555	46,739.00	73.425262%	34,318.23
1 UTLX	644556	46,739.00	73.425262%	34,318.23
1 UTLX	644557	46,739.00	73.425262%	34,318.23
1 UTLX	644558	46,739.00	73.425262%	34,318.23
1 UTLX	644559	46,739.00	73.425262%	34,318.23
1 UTLX	644560	46,739.00	73.425262%	34,318.23
1 UTLX	644690	49,978.00	73.425262%	36,696.48
1 UTLX	644696	49,978.00	73.425262%	36,696.48
1 UTLX	644699	49,978.00	73.425262%	36,696.48
1 UTLX	644700	49,978.00	73.425262%	36,696.48
1 UTLX	644701	49,978.00	73.425262%	36,696.48
1 UTLX	644702	49,978.00	73.425262%	36,696.48
1 UTLX	644703	49,978.00	73.425262%	36,696.48
1 UTLX	644704	49,978.00	73.425262%	36,696.48
1 UTLX	644706	49,978.00	73.425262%	36,696.48
1 UTLX	644707	49,978.00	73.425262%	36,696.48
1 UTLX	644708	49,978.00	73.425262%	36,696.48
1 UTLX	644709	49,978.00	73.425262%	36,696.48
1 UTLX	644710	49,978.00	73.425262%	36,696.48
1 UTLX	644711	49,978.00	73.425262%	36,696.48
1 UTLX	644712	49,978.00	73.425262%	36,696.48
1 UTLX	644713	49,978.00	73.425262%	36,696.48
1 UTLX	644714	49,978.00	73.425262%	36,696.48
1 UTLX	644715	49,978.00	73.425262%	36,696.48
1 UTLX	644716	49,978.00	73.425262%	36,696.48
1 UTLX	644717	49,978.00	73.425262%	36,696.48
1 UTLX	644718	48,912.00	73.425262%	35,913.76
1 UTLX	644719	48,912.00	73.425262%	35,913.76
1 UTLX	644720	48,912.00	73.425262%	35,913.76
1 UTLX	644721	48,912.00	73.425262%	35,913.76
1 UTLX	644722	48,912.00	73.425262%	35,913.76
1 UTLX	644723	48,912.00	73.425262%	35,913.76
1 UTLX	644724	48,912.00	73.425262%	35,913.76
1 UTLX	644725	48,912.00	73.425262%	35,913.76
1 UTLX	644726	48,912.00	73.425262%	35,913.76
1 UTLX	644727	48,912.00	73.425262%	35,913.76
1 UTLX	644728	48,912.00	73.425262%	35,913.76
1 UTLX	644729	48,912.00	73.425262%	35,913.76
1 UTLX	644730	48,912.00	73.425262%	35,913.76

1 UTLX	644731	48,912.00	73.425262%	35,913.76
1 UTLX	644732	48,912.00	73.425262%	35,913.76
1 UTLX	644977	48,006.00	73.425262%	35,248.53
1 UTLX	644978	48,006.00	73.425262%	35,248.53
1 UTLX	644979	48,006.00	73.425262%	35,248.53
1 UTLX	644980	48,006.00	73.425262%	35,248.53
1 UTLX	645001	67,490.00	73.425262%	49,554.71
1 UTLX	645002	67,490.00	73.425262%	49,554.71
1 UTLX	645003	67,490.00	73.425262%	49,554.71
1 UTLX	645004	67,490.00	73.425262%	49,554.71
1 UTLX	645005	67,490.00	73.425262%	49,554.71
1 UTLX	645006	67,490.00	73.425262%	49,554.71
1 UTLX	645007	67,490.00	73.425262%	49,554.71
1 UTLX	645008	67,490.00	73.425262%	49,554.71
1 UTLX	645009	67,490.00	73.425262%	49,554.71
1 UTLX	645010	67,490.00	73.425262%	49,554.71
1 UTLX	645011	67,490.00	73.425262%	49,554.71
1 UTLX	645012	67,490.00	73.425262%	49,554.71
1 UTLX	645013	67,490.00	73.425262%	49,554.71
1 UTLX	645014	67,490.00	73.425262%	49,554.71
1 UTLX	645015	67,490.00	73.425262%	49,554.71
1 UTLX	645016	67,490.00	73.425262%	49,554.71
1 UTLX	645017	67,490.00	73.425262%	49,554.71
1 UTLX	645018	67,490.00	73.425262%	49,554.71
1 UTLX	645019	67,490.00	73.425262%	49,554.71
1 UTLX	645020	67,490.00	73.425262%	49,554.71
1 UTLX	645021	67,490.00	73.425262%	49,554.71
1 UTLX	645022	67,490.00	73.425262%	49,554.71
1 UTLX	645023	67,490.00	73.425262%	49,554.71
1 UTLX	645024	67,490.00	73.425262%	49,554.71
1 UTLX	645025	67,490.00	73.425262%	49,554.71
1 UTLX	645026	67,490.00	73.425262%	49,554.71
1 UTLX	645027	67,490.00	73.425262%	49,554.71
1 UTLX	645028	67,490.00	73.425262%	49,554.71
1 UTLX	645029	67,490.00	73.425262%	49,554.71
1 UTLX	645030	67,490.00	73.425262%	49,554.71
1 UTLX	645031	67,490.00	73.425262%	49,554.71
1 UTLX	645032	67,490.00	73.425262%	49,554.71
1 UTLX	645033	67,490.00	73.425262%	49,554.71
1 UTLX	645034	67,490.00	73.425262%	49,554.71
1 UTLX	645035	67,490.00	73.425262%	49,554.71
1 UTLX	645036	67,490.00	73.425262%	49,554.71
1 UTLX	645037	67,490.00	73.425262%	49,554.71
1 UTLX	645038	67,490.00	73.425262%	49,554.71
1 UTLX	645065	50,152.00	73.425262%	36,824.24
1 UTLX	645066	50,152.00	73.425262%	36,824.24
1 UTLX	645067	50,152.00	73.425262%	36,824.24
1 UTLX	645068	50,152.00	73.425262%	36,824.24
1 UTLX	645069	50,152.00	73.425262%	36,824.24
1 UTLX	645070	50,152.00	73.425262%	36,824.24
1 UTLX	645071	50,152.00	73.425262%	36,824.24
1 UTLX	645072	50,152.00	73.425262%	36,824.24

1 UTLX	645073	50,152.00	73.425262%	36,824.24
1 UTLX	645074	50,152.00	73.425262%	36,824.24
1 UTLX	645075	50,152.00	73.425262%	36,824.24
1 UTLX	645076	50,152.00	73.425262%	36,824.24
1 UTLX	645077	50,152.00	73.425262%	36,824.24
1 UTLX	645078	50,152.00	73.425262%	36,824.24
1 UTLX	203188	50,152.00	73.425262%	36,824.24
1 UTLX	645080	50,152.00	73.425262%	36,824.24
1 UTLX	645081	50,152.00	73.425262%	36,824.24
1 UTLX	645082	50,152.00	73.425262%	36,824.24
1 UTLX	645083	50,152.00	73.425262%	36,824.24
1 UTLX	645084	50,152.00	73.425262%	36,824.24
1 UTLX	645085	50,152.00	73.425262%	36,824.24
1 UTLX	645086	50,152.00	73.425262%	36,824.24
1 UTLX	645087	50,152.00	73.425262%	36,824.24
1 UTLX	645088	50,152.00	73.425262%	36,824.24
1 UTLX	645114	52,521.00	73.425262%	38,563.68
1 UTLX	645115	52,521.00	73.425262%	38,563.68
1 UTLX	645117	52,521.00	73.425262%	38,563.68
1 UTLX	645118	52,521.00	73.425262%	38,563.68
1 UTLX	645121	52,521.00	73.425262%	38,563.68
1 UTLX	645122	52,521.00	73.425262%	38,563.68
1 UTLX	645123	52,521.00	73.425262%	38,563.68
1 UTLX	645198	50,651.00	73.425262%	37,190.63
1 UTLX	645199	50,651.00	73.425262%	37,190.63
1 UTLX	645200	50,651.00	73.425262%	37,190.63
1 UTLX	645201	50,651.00	73.425262%	37,190.63
1 UTLX	646010	50,651.00	73.425262%	37,190.63
1 UTLX	645203	50,651.00	73.425262%	37,190.63
1 UTLX	645204	50,651.00	73.425262%	37,190.63
1 UTLX	645205	50,651.00	73.425262%	37,190.63
1 UTLX	645206	50,651.00	73.425262%	37,190.63
1 UTLX	645207	50,651.00	73.425262%	37,190.63
1 UTLX	645208	50,651.00	73.425262%	37,190.63
1 UTLX	646012	50,651.00	73.425262%	37,190.63
1 UTLX	645210	50,651.00	73.425262%	37,190.63
1 UTLX	645211	50,651.00	73.425262%	37,190.63
1 UTLX	645212	50,651.00	73.425262%	37,190.63
1 UTLX	645213	50,651.00	73.425262%	37,190.63
1 UTLX	645214	50,651.00	73.425262%	37,190.63
1 UTLX	645215	50,651.00	73.425262%	37,190.63
1 UTLX	645216	50,651.00	73.425262%	37,190.63
1 UTLX	645217	50,651.00	73.425262%	37,190.63
1 UTLX	645218	50,651.00	73.425262%	37,190.63
1 UTLX	645219	50,651.00	73.425262%	37,190.63
1 UTLX	645220	50,651.00	73.425262%	37,190.63
1 UTLX	645221	50,651.00	73.425262%	37,190.63
1 UTLX	645222	50,651.00	73.425262%	37,190.63
1 UTLX	645223	50,651.00	73.425262%	37,190.63
1 UTLX	645224	50,651.00	73.425262%	37,190.63
1 UTLX	645225	50,651.00	73.425262%	37,190.63
1 UTLX	645226	50,651.00	73.425262%	37,190.63

1 UTLX	645282	50,651.00	73.425262%	37,190.63
1 UTLX	645285	50,651.00	73.425262%	37,190.63
1 UTLX	645286	50,651.00	73.425262%	37,190.63
1 UTLX	645288	50,651.00	73.425262%	37,190.63
1 UTLX	645290	50,651.00	73.425262%	37,190.63
1 UTLX	645291	50,651.00	73.425262%	37,190.63
1 UTLX	645309	54,811.00	73.425262%	40,245.12
1 UTLX	645310	54,811.00	73.425262%	40,245.12
1 UTLX	645311	54,811.00	73.425262%	40,245.12
1 UTLX	645312	54,811.00	73.425262%	40,245.12
1 UTLX	645313	54,811.00	73.425262%	40,245.12
1 UTLX	645314	54,811.00	73.425262%	40,245.12
1 UTLX	645315	54,811.00	73.425262%	40,245.12
1 UTLX	645316	54,811.00	73.425262%	40,245.12
1 UTLX	645317	54,811.00	73.425262%	40,245.12
1 UTLX	645318	54,811.00	73.425262%	40,245.12
1 UTLX	645319	54,811.00	73.425262%	40,245.12
1 UTLX	645320	54,811.00	73.425262%	40,245.12
1 UTLX	645321	54,811.00	73.425262%	40,245.12
1 UTLX	645322	54,811.00	73.425262%	40,245.12
1 UTLX	645323	54,811.00	73.425262%	40,245.12
1 UTLX	645324	54,811.00	73.425262%	40,245.12
1 UTLX	645325	54,811.00	73.425262%	40,245.12
1 UTLX	645326	54,811.00	73.425262%	40,245.12
1 UTLX	645327	54,811.00	73.425262%	40,245.12
1 UTLX	645328	54,811.00	73.425262%	40,245.12
1 UTLX	645329	54,811.00	73.425262%	40,245.12
1 UTLX	645330	54,811.00	73.425262%	40,245.12
1 UTLX	645331	54,811.00	73.425262%	40,245.12
1 UTLX	645332	54,811.00	73.425262%	40,245.12
1 UTLX	645333	54,811.00	73.425262%	40,245.12
1 UTLX	645334	54,811.00	73.425262%	40,245.12
1 UTLX	645335	54,811.00	73.425262%	40,245.12
1 UTLX	645336	54,811.00	73.425262%	40,245.12
1 UTLX	645337	54,811.00	73.425262%	40,245.12
1 UTLX	645338	54,811.00	73.425262%	40,245.12
1 UTLX	645339	54,811.00	73.425262%	40,245.12
1 UTLX	645340	54,811.00	73.425262%	40,245.12
1 UTLX	899009	175,379.00	73.425262%	128,772.49
1 UTLX	899010	175,379.00	73.425262%	128,772.49
1 UTLX	899011	175,379.00	73.425262%	128,772.49
1 UTLX	899012	175,379.00	73.425262%	128,772.49
1 UTLX	899013	175,379.00	73.425262%	128,772.49
1 UTLX	899014	175,379.00	73.425262%	128,772.49
1 UTLX	900305	74,638.00	73.425262%	54,803.15
1 UTLX	900306	74,638.00	73.425262%	54,803.15
1 UTLX	900307	74,638.00	73.425262%	54,803.15
1 UTLX	901201	66,137.00	73.425262%	48,561.27
1 UTLX	901202	66,137.00	73.425262%	48,561.27
1 UTLX	901203	66,137.00	73.425262%	48,561.27
1 UTLX	901204	66,137.00	73.425262%	48,561.27
1 UTLX	901206	66,137.00	73.425262%	48,561.27

1 UTLX	901207	66,137.00	73.425262%	48,561.27
1 UTLX	901397	62,171.00	73.425262%	45,649.22
1 UTLX	901398	62,171.00	73.425262%	45,649.22
1 UTLX	901636	60,756.00	73.425262%	44,610.25
1 UTLX	901637	60,756.00	73.425262%	44,610.25
1 UTLX	901638	60,756.00	73.425262%	44,610.25
1 UTLX	901639	60,756.00	73.425262%	44,610.25
1 UTLX	901640	60,756.00	73.425262%	44,610.25
1 UTLX	901641	60,756.00	73.425262%	44,610.25
1 UTLX	901642	60,756.00	73.425262%	44,610.25
1 UTLX	901643	60,756.00	73.425262%	44,610.25
1 UTLX	901644	60,756.00	73.425262%	44,610.25
1 UTLX	901645	60,756.00	73.425262%	44,610.25
1 UTLX	901646	60,756.00	73.425262%	44,610.25
1 UTLX	901647	60,756.00	73.425262%	44,610.25
1 UTLX	901648	60,756.00	73.425262%	44,610.25
1 UTLX	901649	60,756.00	73.425262%	44,610.25
1 UTLX	901650	60,756.00	73.425262%	44,610.25
1 UTLX	901651	60,756.00	73.425262%	44,610.25
1 UTLX	901652	60,756.00	73.425262%	44,610.25
1 UTLX	901653	60,756.00	73.425262%	44,610.25
1 UTLX	901654	60,756.00	73.425262%	44,610.25
1 UTLX	901655	60,756.00	73.425262%	44,610.25
1 UTLX	901656	60,756.00	73.425262%	44,610.25
1 UTLX	901657	60,756.00	73.425262%	44,610.25
1 UTLX	901658	60,756.00	73.425262%	44,610.25
1 UTLX	901659	60,756.00	73.425262%	44,610.25
1 UTLX	901660	60,756.00	73.425262%	44,610.25
1 UTLX	901661	60,756.00	73.425262%	44,610.25
1 UTLX	901662	60,756.00	73.425262%	44,610.25
1 UTLX	901681	63,618.00	73.425262%	46,711.68
1 UTLX	901682	63,618.00	73.425262%	46,711.68
1 UTLX	901683	63,618.00	73.425262%	46,711.68
1 UTLX	901684	63,618.00	73.425262%	46,711.68
1 UTLX	901685	63,618.00	73.425262%	46,711.68
1 UTLX	901686	63,618.00	73.425262%	46,711.68
1 UTLX	901687	63,618.00	73.425262%	46,711.68
1 UTLX	901688	63,618.00	73.425262%	46,711.68
1 UTLX	901689	63,618.00	73.425262%	46,711.68
1 UTLX	901690	63,618.00	73.425262%	46,711.68
1 UTLX	901691	63,618.00	73.425262%	46,711.68
1 UTLX	901692	64,853.00	73.425262%	47,618.48
1 UTLX	901693	61,730.00	73.425262%	45,325.41
1 UTLX	901694	61,730.00	73.425262%	45,325.41
1 UTLX	901695	61,730.00	73.425262%	45,325.41
1 UTLX	901696	61,730.00	73.425262%	45,325.41
1 UTLX	901697	61,730.00	73.425262%	45,325.41
1 UTLX	901698	61,730.00	73.425262%	45,325.41
1 UTLX	901699	61,730.00	73.425262%	45,325.41
1 UTLX	901700	61,730.00	73.425262%	45,325.41
1 UTLX	901701	61,730.00	73.425262%	45,325.41
1 UTLX	901702	61,730.00	73.425262%	45,325.41

1 UTLX	901703	61,730.00	73.425262%	45,325.41
1 UTLX	901704	61,730.00	73.425262%	45,325.41
1 UTLX	901705	61,730.00	73.425262%	45,325.41
1 UTLX	901706	61,730.00	73.425262%	45,325.41
1 UTLX	901707	61,730.00	73.425262%	45,325.41
1 UTLX	901708	61,730.00	73.425262%	45,325.41
1 UTLX	901709	61,730.00	73.425262%	45,325.41
1 UTLX	901710	61,730.00	73.425262%	45,325.41
1 UTLX	901711	61,730.00	73.425262%	45,325.41
1 UTLX	901712	61,730.00	73.425262%	45,325.41
1 UTLX	901713	61,730.00	73.425262%	45,325.41
1 UTLX	901714	61,730.00	73.425262%	45,325.41
1 UTLX	901715	61,730.00	73.425262%	45,325.41
1 UTLX	901716	61,730.00	73.425262%	45,325.41
1 UTLX	901717	61,730.00	73.425262%	45,325.41
1 UTLX	901718	61,730.00	73.425262%	45,325.41
1 UTLX	901719	61,730.00	73.425262%	45,325.41
1 UTLX	901720	61,730.00	73.425262%	45,325.41
1 UTLX	901721	61,730.00	73.425262%	45,325.41
1 UTLX	901722	61,730.00	73.425262%	45,325.41
1 UTLX	901723	61,730.00	73.425262%	45,325.41
1 UTLX	901724	61,730.00	73.425262%	45,325.41
1 UTLX	901725	61,730.00	73.425262%	45,325.41
1 UTLX	901726	61,730.00	73.425262%	45,325.41
1 UTLX	901727	61,730.00	73.425262%	45,325.41
1 UTLX	901728	61,730.00	73.425262%	45,325.41
1 UTLX	901729	61,730.00	73.425262%	45,325.41
1 UTLX	901730	61,730.00	73.425262%	45,325.41
1 UTLX	901731	61,730.00	73.425262%	45,325.41
1 UTLX	901732	61,730.00	73.425262%	45,325.41
1 UTLX	901733	61,730.00	73.425262%	45,325.41
1 UTLX	901734	61,730.00	73.425262%	45,325.41
1 UTLX	901735	61,730.00	73.425262%	45,325.41
1 UTLX	901736	61,730.00	73.425262%	45,325.41
1 UTLX	901737	61,730.00	73.425262%	45,325.41
1 UTLX	901738	61,730.00	73.425262%	45,325.41
1 UTLX	901739	61,730.00	73.425262%	45,325.41
1 UTLX	901740	61,730.00	73.425262%	45,325.41
1 UTLX	901741	61,730.00	73.425262%	45,325.41
1 UTLX	901742	61,730.00	73.425262%	45,325.41
1 UTLX	901745	131,510.00	73.425262%	96,561.56
505 Cars in Leveraged Lease		29,778,614.00		21,865,025.37

<u>Car</u>		<u>Original ETC Cost</u>	<u>Cash Payment</u>		<u>Comments</u>
<u>Mark</u>	<u>Number</u>		<u>Stip Loss %</u>	<u>\$</u>	
1 UNPX	128009	82,346.00	73.740568%	60,722.41	
1 UNPX	128010	82,346.00	73.740568%	60,722.41	
1 UNPX	128011	82,346.00	73.740568%	60,722.41	
1 UNPX	128012	82,346.00	73.740568%	60,722.41	
1 UNPX	128013	82,346.00	73.740568%	60,722.41	
1 UTCX	048773	53,641.00	73.740568%	39,555.18	
1 UTCX	048774	53,641.00	73.740568%	39,555.18	
1 UTCX	048775	53,641.00	73.740568%	39,555.18	
1 UTCX	048776	53,641.00	73.740568%	39,555.18	
1 UTCX	048777	53,641.00	73.740568%	39,555.18	
1 UTCX	048778	53,641.00	73.740568%	39,555.18	
1 UTCX	048779	53,641.00	73.740568%	39,555.18	
1 UTCX	048780	52,607.00	73.740568%	38,792.70	
1 UTCX	048781	52,607.00	73.740568%	38,792.70	
1 UTCX	048782	52,607.00	73.740568%	38,792.70	
1 UTCX	048783	52,607.00	73.740568%	38,792.70	
1 UTCX	048784	52,607.00	73.740568%	38,792.70	
1 UTCX	048785	52,607.00	73.740568%	38,792.70	
1 UTCX	048786	52,607.00	73.740568%	38,792.70	
1 UTCX	048787	52,607.00	73.740568%	38,792.70	
1 UTCX	048788	52,607.00	73.740568%	38,792.70	
1 UTCX	048789	52,607.00	73.740568%	38,792.70	
1 UTCX	048790	52,607.00	73.740568%	38,792.70	
1 UTCX	048791	52,607.00	73.740568%	38,792.70	
1 UTCX	048792	52,607.00	73.740568%	38,792.70	
1 UTCX	048793	52,607.00	73.740568%	38,792.70	
1 UTCX	048794	52,607.00	73.740568%	38,792.70	
1 UTCX	048795	52,607.00	73.740568%	38,792.70	
1 UTCX	048796	52,607.00	73.740568%	38,792.70	
1 UTCX	048797	52,607.00	73.740568%	38,792.70	
1 UTCX	048798	52,607.00	73.740568%	38,792.70	
1 UTCX	048799	52,607.00	73.740568%	38,792.70	
1 UTCX	048800	52,607.00	73.740568%	38,792.70	
1 UTCX	048801	52,607.00	73.740568%	38,792.70	
1 UTCX	048802	52,607.00	73.740568%	38,792.70	
1 UTCX	048803	52,607.00	73.740568%	38,792.70	
1 UTCX	048804	52,607.00	73.740568%	38,792.70	
1 UTCX	048805	52,607.00	73.740568%	38,792.70	
1 UTCX	048806	52,607.00	73.740568%	38,792.70	
1 UTCX	048807	52,607.00	73.740568%	38,792.70	
1 UTCX	048808	52,607.00	73.740568%	38,792.70	
1 UTCX	048809	52,607.00	73.740568%	38,792.70	
1 UTCX	048810	52,607.00	73.740568%	38,792.70	
1 UTCX	048811	52,607.00	73.740568%	38,792.70	
1 UTCX	048812	52,607.00	73.740568%	38,792.70	
1 UTCX	048813	52,607.00	73.740568%	38,792.70	
1 UTCX	048814	52,607.00	73.740568%	38,792.70	
1 UTCX	048815	52,607.00	73.740568%	38,792.70	
1 UTCX	048816	52,607.00	73.740568%	38,792.70	
1 UTCX	048817	52,607.00	73.740568%	38,792.70	
1 UTCX	048818	52,607.00	73.740568%	38,792.70	
1 UTCX	048819	52,607.00	73.740568%	38,792.70	
1 UTCX	048820	52,607.00	73.740568%	38,792.70	
1 UTCX	048821	52,607.00	73.740568%	38,792.70	
1 UTCX	048822	52,607.00	73.740568%	38,792.70	
1 UTCX	048823	52,607.00	73.740568%	38,792.70	
1 UTCX	048824	52,607.00	73.740568%	38,792.70	
1 UTCX	048825	52,607.00	73.740568%	38,792.70	
1 UTCX	048826	52,607.00	73.740568%	38,792.70	
1 UTCX	048827	52,607.00	73.740568%	38,792.70	

1	UTCX	057352	50,191.00	73.740568%	37,011.13	
1	UTCX	057353	50,191.00	73.740568%	37,011.13	
1	UTCX	057354	50,191.00	73.740568%	37,011.13	
1	UTCX	057355	50,191.00	73.740568%	37,011.13	
1	UTCX	057356	50,191.00	73.740568%	37,011.13	
1	UTCX	057357	50,191.00	73.740568%	37,011.13	
1	UTCX	057358	50,191.00	73.740568%	37,011.13	
1	UTCX	057359	50,191.00	73.740568%	37,011.13	
1	UTCX	057360	50,191.00	73.740568%	37,011.13	
1	UTCX	057361	50,191.00	73.740568%	37,011.13	
1	UTCX	057362	50,191.00	73.740568%	37,011.13	
1	UTCX	057363	50,191.00	73.740568%	37,011.13	
1	UTCX	057364	50,191.00	73.740568%	37,011.13	
1	UTCX	057365	50,191.00	73.740568%	37,011.13	
1	UTCX	057366	50,191.00	73.740568%	37,011.13	
1	UTCX	057367	50,191.00	73.740568%	37,011.13	
1	UTCX	057368	50,191.00	73.740568%	37,011.13	
1	UTCX	057369	50,191.00	73.740568%	37,011.13	
1	UTCX	057370	50,191.00	73.740568%	37,011.13	
1	UTCX	057371	50,191.00	73.740568%	37,011.13	
1	UTCX	057372	50,191.00	73.740568%	37,011.13	
1	UTCX	057373	50,191.00	73.740568%	37,011.13	
1	UTCX	057374	50,191.00	73.740568%	37,011.13	
1	UTCX	052055	50,191.00	73.740568%	37,011.13	Replaces UTCX 057375; Replacement car rest
1	UTCX	057376	50,191.00	73.740568%	37,011.13	
1	UTCX	057377	50,191.00	73.740568%	37,011.13	
1	UTCX	057378	50,191.00	73.740568%	37,011.13	
1	UTCX	057379	50,191.00	73.740568%	37,011.13	
1	UTCX	057380	50,191.00	73.740568%	37,011.13	
1	UTCX	057381	50,191.00	73.740568%	37,011.13	
1	UTCX	057382	50,191.00	73.740568%	37,011.13	
1	UTCX	057383	50,191.00	73.740568%	37,011.13	
1	UTCX	057384	50,191.00	73.740568%	37,011.13	
			11,700,694.00		8,628,158.03	

221 Cars in Leveraged Lease

Disposed Cars settled for Cash:

1	UTCX	057343	50,191.00		CASH	
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222 Original Cars in Lease

11,750,885.00

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

CERTIFICATE

The undersigned, Bonnie E. Heacock, a Notary Public is and for said County and State, hereby states that she has compared the attached copy of Security Agreement dated as of January 3, 2005, with the original document thereof and hereby certifies that such attached copy is a true and correct copy of the original document in all respects.

IN WITNESS WHEREOF, the undersigned has set her hand and seal this 5th day of January, 2005.



Bonnie E. Heacock
Notary Public

LEASE SUPPLEMENT NO. 7 (L-12B) SCHEDULE A

EBO Units

<u>Car</u>		<u>Cash Payment</u>		
<u>Mark</u>	<u>Number</u>	<u>Original ETC Cost</u>	<u>Stip Loss %</u>	<u>\$</u>
1 PROX	015372	59,354.00	73.425262%	43,580.83
1 PROX	015373	59,354.00	73.425262%	43,580.83
1 PROX	015374	59,354.00	73.425262%	43,580.83
1 PROX	015375	59,354.00	73.425262%	43,580.83
1 PROX	015376	59,354.00	73.425262%	43,580.83
1 PROX	015377	59,354.00	73.425262%	43,580.83
1 PROX	015378	59,354.00	73.425262%	43,580.83
1 PROX	015379	59,354.00	73.425262%	43,580.83
1 PROX	015380	59,354.00	73.425262%	43,580.83
1 PROX	015381	59,354.00	73.425262%	43,580.83
1 PROX	015382	59,354.00	73.425262%	43,580.83
1 PROX	015383	59,354.00	73.425262%	43,580.83
1 PROX	015384	59,354.00	73.425262%	43,580.83
1 PROX	015385	59,354.00	73.425262%	43,580.83
1 PROX	015386	59,354.00	73.425262%	43,580.83
1 PROX	015387	59,354.00	73.425262%	43,580.83
1 PROX	015388	59,354.00	73.425262%	43,580.83
1 PROX	015389	59,354.00	73.425262%	43,580.83
1 PROX	031172	69,178.00	73.425262%	50,794.13
1 PROX	031173	69,178.00	73.425262%	50,794.13
1 PROX	030236	69,178.00	73.425262%	50,794.13
1 PROX	031175	69,178.00	73.425262%	50,794.13
1 PROX	031176	69,178.00	73.425262%	50,794.13
1 PROX	031177	69,178.00	73.425262%	50,794.13
1 PROX	031178	69,178.00	73.425262%	50,794.13
1 PROX	031179	69,178.00	73.425262%	50,794.13
1 PROX	031180	69,178.00	73.425262%	50,794.13
1 PROX	031181	69,178.00	73.425262%	50,794.13
1 PROX	031182	69,178.00	73.425262%	50,794.13
1 PROX	031183	69,178.00	73.425262%	50,794.13
1 PROX	031184	69,178.00	73.425262%	50,794.13
1 PROX	031185	69,178.00	73.425262%	50,794.13
1 PROX	031186	69,178.00	73.425262%	50,794.13
1 PROX	031187	69,178.00	73.425262%	50,794.13
1 PROX	031188	69,178.00	73.425262%	50,794.13
1 PROX	031189	69,178.00	73.425262%	50,794.13
1 PROX	031190	69,178.00	73.425262%	50,794.13
1 PROX	031191	69,178.00	73.425262%	50,794.13
1 PROX	031192	69,178.00	73.425262%	50,794.13
1 PROX	031193	69,178.00	73.425262%	50,794.13
1 PROX	031194	69,178.00	73.425262%	50,794.13
1 PROX	031195	69,178.00	73.425262%	50,794.13
1 PROX	031196	69,178.00	73.425262%	50,794.13
1 PROX	031197	69,178.00	73.425262%	50,794.13
1 PROX	031198	69,178.00	73.425262%	50,794.13
1 PROX	031199	69,178.00	73.425262%	50,794.13
1 PROX	031200	69,178.00	73.425262%	50,794.13
1 PROX	031201	69,178.00	73.425262%	50,794.13

1 PROX	031202	69,178.00	73.425262%	50,794.13
1 PROX	031203	69,178.00	73.425262%	50,794.13
1 PROX	031204	69,178.00	73.425262%	50,794.13
1 PROX	031205	69,178.00	73.425262%	50,794.13
1 PROX	031206	69,178.00	73.425262%	50,794.13
1 PROX	031207	69,178.00	73.425262%	50,794.13
1 PROX	031208	69,178.00	73.425262%	50,794.13
1 PROX	031209	69,178.00	73.425262%	50,794.13
1 PROX	031210	69,178.00	73.425262%	50,794.13
1 PROX	031211	69,178.00	73.425262%	50,794.13
1 PROX	030235	69,178.00	73.425262%	50,794.13
1 PROX	031213	69,178.00	73.425262%	50,794.13
1 PROX	031214	69,178.00	73.425262%	50,794.13
1 PROX	031215	69,178.00	73.425262%	50,794.13
1 PROX	031216	69,178.00	73.425262%	50,794.13
1 PROX	031217	69,178.00	73.425262%	50,794.13
1 PROX	031218	69,178.00	73.425262%	50,794.13
1 PROX	031219	69,178.00	73.425262%	50,794.13
1 PROX	091515	85,636.00	73.425262%	62,878.46
1 PROX	091516	85,636.00	73.425262%	62,878.46
1 PROX	091517	85,636.00	73.425262%	62,878.46
1 PROX	091518	85,636.00	73.425262%	62,878.46
1 PROX	091519	85,636.00	73.425262%	62,878.46
1 PROX	091520	85,636.00	73.425262%	62,878.46
1 PROX	091521	85,636.00	73.425262%	62,878.46
1 PROX	091522	85,636.00	73.425262%	62,878.46
1 PROX	091523	85,636.00	73.425262%	62,878.46
1 PROX	091524	85,636.00	73.425262%	62,878.46
1 PROX	091525	85,636.00	73.425262%	62,878.46
1 PROX	091526	85,636.00	73.425262%	62,878.46
1 PROX	091527	85,636.00	73.425262%	62,878.46
1 PROX	091528	85,636.00	73.425262%	62,878.46
1 PROX	091529	85,636.00	73.425262%	62,878.46
1 UTLX	130191	72,966.00	73.425262%	53,575.48
1 UTLX	130192	72,966.00	73.425262%	53,575.48
1 UTLX	130193	72,966.00	73.425262%	53,575.48
1 UTLX	130212	60,546.00	73.425262%	44,456.06
1 UTLX	130213	60,546.00	73.425262%	44,456.06
1 UTLX	130214	60,546.00	73.425262%	44,456.06
1 UTLX	130215	60,546.00	73.425262%	44,456.06
1 UTLX	130216	60,546.00	73.425262%	44,456.06
1 UTLX	130217	60,546.00	73.425262%	44,456.06
1 UTLX	130218	60,546.00	73.425262%	44,456.06
1 UTLX	130219	60,546.00	73.425262%	44,456.06
1 UTLX	130220	60,546.00	73.425262%	44,456.06
1 UTLX	130221	60,546.00	73.425262%	44,456.06
1 UTLX	130222	60,546.00	73.425262%	44,456.06
1 UTLX	130223	60,546.00	73.425262%	44,456.06
1 UTLX	646510	45,294.00	73.425262%	33,257.24
1 UTLX	201753	45,294.00	73.425262%	33,257.24
1 UTLX	201754	45,294.00	73.425262%	33,257.24
1 UTLX	201755	45,294.00	73.425262%	33,257.24

1 UTLX	300370	55,806.00	73.425262%	40,975.70
1 UTLX	300389	46,688.00	73.425262%	34,280.79
1 UTLX	300392	46,688.00	73.425262%	34,280.79
1 UTLX	300393	46,688.00	73.425262%	34,280.79
1 UTLX	202277	46,739.00	73.425262%	34,318.23
1 UTLX	644532	46,739.00	73.425262%	34,318.23
1 UTLX	644534	46,739.00	73.425262%	34,318.23
1 UTLX	644536	46,739.00	73.425262%	34,318.23
1 UTLX	644540	46,739.00	73.425262%	34,318.23
1 UTLX	644550	46,739.00	73.425262%	34,318.23
1 UTLX	644551	46,739.00	73.425262%	34,318.23
1 UTLX	644553	46,739.00	73.425262%	34,318.23
1 UTLX	644554	46,739.00	73.425262%	34,318.23
1 UTLX	644555	46,739.00	73.425262%	34,318.23
1 UTLX	644556	46,739.00	73.425262%	34,318.23
1 UTLX	644557	46,739.00	73.425262%	34,318.23
1 UTLX	644558	46,739.00	73.425262%	34,318.23
1 UTLX	644559	46,739.00	73.425262%	34,318.23
1 UTLX	644560	46,739.00	73.425262%	34,318.23
1 UTLX	644690	49,978.00	73.425262%	36,696.48
1 UTLX	644696	49,978.00	73.425262%	36,696.48
1 UTLX	644699	49,978.00	73.425262%	36,696.48
1 UTLX	644700	49,978.00	73.425262%	36,696.48
1 UTLX	644701	49,978.00	73.425262%	36,696.48
1 UTLX	644702	49,978.00	73.425262%	36,696.48
1 UTLX	644703	49,978.00	73.425262%	36,696.48
1 UTLX	644704	49,978.00	73.425262%	36,696.48
1 UTLX	644706	49,978.00	73.425262%	36,696.48
1 UTLX	644707	49,978.00	73.425262%	36,696.48
1 UTLX	644708	49,978.00	73.425262%	36,696.48
1 UTLX	644709	49,978.00	73.425262%	36,696.48
1 UTLX	644710	49,978.00	73.425262%	36,696.48
1 UTLX	644711	49,978.00	73.425262%	36,696.48
1 UTLX	644712	49,978.00	73.425262%	36,696.48
1 UTLX	644713	49,978.00	73.425262%	36,696.48
1 UTLX	644714	49,978.00	73.425262%	36,696.48
1 UTLX	644715	49,978.00	73.425262%	36,696.48
1 UTLX	644716	49,978.00	73.425262%	36,696.48
1 UTLX	644717	49,978.00	73.425262%	36,696.48
1 UTLX	644718	48,912.00	73.425262%	35,913.76
1 UTLX	644719	48,912.00	73.425262%	35,913.76
1 UTLX	644720	48,912.00	73.425262%	35,913.76
1 UTLX	644721	48,912.00	73.425262%	35,913.76
1 UTLX	644722	48,912.00	73.425262%	35,913.76
1 UTLX	644723	48,912.00	73.425262%	35,913.76
1 UTLX	644724	48,912.00	73.425262%	35,913.76
1 UTLX	644725	48,912.00	73.425262%	35,913.76
1 UTLX	644726	48,912.00	73.425262%	35,913.76
1 UTLX	644727	48,912.00	73.425262%	35,913.76
1 UTLX	644728	48,912.00	73.425262%	35,913.76
1 UTLX	644729	48,912.00	73.425262%	35,913.76
1 UTLX	644730	48,912.00	73.425262%	35,913.76

1 UTLX	644731	48,912.00	73.425262%	35,913.76
1 UTLX	644732	48,912.00	73.425262%	35,913.76
1 UTLX	644977	48,006.00	73.425262%	35,248.53
1 UTLX	644978	48,006.00	73.425262%	35,248.53
1 UTLX	644979	48,006.00	73.425262%	35,248.53
1 UTLX	644980	48,006.00	73.425262%	35,248.53
1 UTLX	645001	67,490.00	73.425262%	49,554.71
1 UTLX	645002	67,490.00	73.425262%	49,554.71
1 UTLX	645003	67,490.00	73.425262%	49,554.71
1 UTLX	645004	67,490.00	73.425262%	49,554.71
1 UTLX	645005	67,490.00	73.425262%	49,554.71
1 UTLX	645006	67,490.00	73.425262%	49,554.71
1 UTLX	645007	67,490.00	73.425262%	49,554.71
1 UTLX	645008	67,490.00	73.425262%	49,554.71
1 UTLX	645009	67,490.00	73.425262%	49,554.71
1 UTLX	645010	67,490.00	73.425262%	49,554.71
1 UTLX	645011	67,490.00	73.425262%	49,554.71
1 UTLX	645012	67,490.00	73.425262%	49,554.71
1 UTLX	645013	67,490.00	73.425262%	49,554.71
1 UTLX	645014	67,490.00	73.425262%	49,554.71
1 UTLX	645015	67,490.00	73.425262%	49,554.71
1 UTLX	645016	67,490.00	73.425262%	49,554.71
1 UTLX	645017	67,490.00	73.425262%	49,554.71
1 UTLX	645018	67,490.00	73.425262%	49,554.71
1 UTLX	645019	67,490.00	73.425262%	49,554.71
1 UTLX	645020	67,490.00	73.425262%	49,554.71
1 UTLX	645021	67,490.00	73.425262%	49,554.71
1 UTLX	645022	67,490.00	73.425262%	49,554.71
1 UTLX	645023	67,490.00	73.425262%	49,554.71
1 UTLX	645024	67,490.00	73.425262%	49,554.71
1 UTLX	645025	67,490.00	73.425262%	49,554.71
1 UTLX	645026	67,490.00	73.425262%	49,554.71
1 UTLX	645027	67,490.00	73.425262%	49,554.71
1 UTLX	645028	67,490.00	73.425262%	49,554.71
1 UTLX	645029	67,490.00	73.425262%	49,554.71
1 UTLX	645030	67,490.00	73.425262%	49,554.71
1 UTLX	645031	67,490.00	73.425262%	49,554.71
1 UTLX	645032	67,490.00	73.425262%	49,554.71
1 UTLX	645033	67,490.00	73.425262%	49,554.71
1 UTLX	645034	67,490.00	73.425262%	49,554.71
1 UTLX	645035	67,490.00	73.425262%	49,554.71
1 UTLX	645036	67,490.00	73.425262%	49,554.71
1 UTLX	645037	67,490.00	73.425262%	49,554.71
1 UTLX	645038	67,490.00	73.425262%	49,554.71
1 UTLX	645065	50,152.00	73.425262%	36,824.24
1 UTLX	645066	50,152.00	73.425262%	36,824.24
1 UTLX	645067	50,152.00	73.425262%	36,824.24
1 UTLX	645068	50,152.00	73.425262%	36,824.24
1 UTLX	645069	50,152.00	73.425262%	36,824.24
1 UTLX	645070	50,152.00	73.425262%	36,824.24
1 UTLX	645071	50,152.00	73.425262%	36,824.24
1 UTLX	645072	50,152.00	73.425262%	36,824.24

1 UTLX	645073	50,152.00	73.425262%	36,824.24
1 UTLX	645074	50,152.00	73.425262%	36,824.24
1 UTLX	645075	50,152.00	73.425262%	36,824.24
1 UTLX	645076	50,152.00	73.425262%	36,824.24
1 UTLX	645077	50,152.00	73.425262%	36,824.24
1 UTLX	645078	50,152.00	73.425262%	36,824.24
1 UTLX	203188	50,152.00	73.425262%	36,824.24
1 UTLX	645080	50,152.00	73.425262%	36,824.24
1 UTLX	645081	50,152.00	73.425262%	36,824.24
1 UTLX	645082	50,152.00	73.425262%	36,824.24
1 UTLX	645083	50,152.00	73.425262%	36,824.24
1 UTLX	645084	50,152.00	73.425262%	36,824.24
1 UTLX	645085	50,152.00	73.425262%	36,824.24
1 UTLX	645086	50,152.00	73.425262%	36,824.24
1 UTLX	645087	50,152.00	73.425262%	36,824.24
1 UTLX	645088	50,152.00	73.425262%	36,824.24
1 UTLX	645114	52,521.00	73.425262%	38,563.68
1 UTLX	645115	52,521.00	73.425262%	38,563.68
1 UTLX	645117	52,521.00	73.425262%	38,563.68
1 UTLX	645118	52,521.00	73.425262%	38,563.68
1 UTLX	645121	52,521.00	73.425262%	38,563.68
1 UTLX	645122	52,521.00	73.425262%	38,563.68
1 UTLX	645123	52,521.00	73.425262%	38,563.68
1 UTLX	645198	50,651.00	73.425262%	37,190.63
1 UTLX	645199	50,651.00	73.425262%	37,190.63
1 UTLX	645200	50,651.00	73.425262%	37,190.63
1 UTLX	645201	50,651.00	73.425262%	37,190.63
1 UTLX	646010	50,651.00	73.425262%	37,190.63
1 UTLX	645203	50,651.00	73.425262%	37,190.63
1 UTLX	645204	50,651.00	73.425262%	37,190.63
1 UTLX	645205	50,651.00	73.425262%	37,190.63
1 UTLX	645206	50,651.00	73.425262%	37,190.63
1 UTLX	645207	50,651.00	73.425262%	37,190.63
1 UTLX	645208	50,651.00	73.425262%	37,190.63
1 UTLX	646012	50,651.00	73.425262%	37,190.63
1 UTLX	645210	50,651.00	73.425262%	37,190.63
1 UTLX	645211	50,651.00	73.425262%	37,190.63
1 UTLX	645212	50,651.00	73.425262%	37,190.63
1 UTLX	645213	50,651.00	73.425262%	37,190.63
1 UTLX	645214	50,651.00	73.425262%	37,190.63
1 UTLX	645215	50,651.00	73.425262%	37,190.63
1 UTLX	645216	50,651.00	73.425262%	37,190.63
1 UTLX	645217	50,651.00	73.425262%	37,190.63
1 UTLX	645218	50,651.00	73.425262%	37,190.63
1 UTLX	645219	50,651.00	73.425262%	37,190.63
1 UTLX	645220	50,651.00	73.425262%	37,190.63
1 UTLX	645221	50,651.00	73.425262%	37,190.63
1 UTLX	645222	50,651.00	73.425262%	37,190.63
1 UTLX	645223	50,651.00	73.425262%	37,190.63
1 UTLX	645224	50,651.00	73.425262%	37,190.63
1 UTLX	645225	50,651.00	73.425262%	37,190.63
1 UTLX	645226	50,651.00	73.425262%	37,190.63

1 UTLX	645282	50,651.00	73.425262%	37,190.63
1 UTLX	645285	50,651.00	73.425262%	37,190.63
1 UTLX	645286	50,651.00	73.425262%	37,190.63
1 UTLX	645288	50,651.00	73.425262%	37,190.63
1 UTLX	645290	50,651.00	73.425262%	37,190.63
1 UTLX	645291	50,651.00	73.425262%	37,190.63
1 UTLX	645309	54,811.00	73.425262%	40,245.12
1 UTLX	645310	54,811.00	73.425262%	40,245.12
1 UTLX	645311	54,811.00	73.425262%	40,245.12
1 UTLX	645312	54,811.00	73.425262%	40,245.12
1 UTLX	645313	54,811.00	73.425262%	40,245.12
1 UTLX	645314	54,811.00	73.425262%	40,245.12
1 UTLX	645315	54,811.00	73.425262%	40,245.12
1 UTLX	645316	54,811.00	73.425262%	40,245.12
1 UTLX	645317	54,811.00	73.425262%	40,245.12
1 UTLX	645318	54,811.00	73.425262%	40,245.12
1 UTLX	645319	54,811.00	73.425262%	40,245.12
1 UTLX	645320	54,811.00	73.425262%	40,245.12
1 UTLX	645321	54,811.00	73.425262%	40,245.12
1 UTLX	645322	54,811.00	73.425262%	40,245.12
1 UTLX	645323	54,811.00	73.425262%	40,245.12
1 UTLX	645324	54,811.00	73.425262%	40,245.12
1 UTLX	645325	54,811.00	73.425262%	40,245.12
1 UTLX	645326	54,811.00	73.425262%	40,245.12
1 UTLX	645327	54,811.00	73.425262%	40,245.12
1 UTLX	645328	54,811.00	73.425262%	40,245.12
1 UTLX	645329	54,811.00	73.425262%	40,245.12
1 UTLX	645330	54,811.00	73.425262%	40,245.12
1 UTLX	645331	54,811.00	73.425262%	40,245.12
1 UTLX	645332	54,811.00	73.425262%	40,245.12
1 UTLX	645333	54,811.00	73.425262%	40,245.12
1 UTLX	645334	54,811.00	73.425262%	40,245.12
1 UTLX	645335	54,811.00	73.425262%	40,245.12
1 UTLX	645336	54,811.00	73.425262%	40,245.12
1 UTLX	645337	54,811.00	73.425262%	40,245.12
1 UTLX	645338	54,811.00	73.425262%	40,245.12
1 UTLX	645339	54,811.00	73.425262%	40,245.12
1 UTLX	645340	54,811.00	73.425262%	40,245.12
1 UTLX	899009	175,379.00	73.425262%	128,772.49
1 UTLX	899010	175,379.00	73.425262%	128,772.49
1 UTLX	899011	175,379.00	73.425262%	128,772.49
1 UTLX	899012	175,379.00	73.425262%	128,772.49
1 UTLX	899013	175,379.00	73.425262%	128,772.49
1 UTLX	899014	175,379.00	73.425262%	128,772.49
1 UTLX	900305	74,638.00	73.425262%	54,803.15
1 UTLX	900306	74,638.00	73.425262%	54,803.15
1 UTLX	900307	74,638.00	73.425262%	54,803.15
1 UTLX	901201	66,137.00	73.425262%	48,561.27
1 UTLX	901202	66,137.00	73.425262%	48,561.27
1 UTLX	901203	66,137.00	73.425262%	48,561.27
1 UTLX	901204	66,137.00	73.425262%	48,561.27
1 UTLX	901206	66,137.00	73.425262%	48,561.27

1 UTLX	901207	66,137.00	73.425262%	48,561.27
1 UTLX	901397	62,171.00	73.425262%	45,649.22
1 UTLX	901398	62,171.00	73.425262%	45,649.22
1 UTLX	901636	60,756.00	73.425262%	44,610.25
1 UTLX	901637	60,756.00	73.425262%	44,610.25
1 UTLX	901638	60,756.00	73.425262%	44,610.25
1 UTLX	901639	60,756.00	73.425262%	44,610.25
1 UTLX	901640	60,756.00	73.425262%	44,610.25
1 UTLX	901641	60,756.00	73.425262%	44,610.25
1 UTLX	901642	60,756.00	73.425262%	44,610.25
1 UTLX	901643	60,756.00	73.425262%	44,610.25
1 UTLX	901644	60,756.00	73.425262%	44,610.25
1 UTLX	901645	60,756.00	73.425262%	44,610.25
1 UTLX	901646	60,756.00	73.425262%	44,610.25
1 UTLX	901647	60,756.00	73.425262%	44,610.25
1 UTLX	901648	60,756.00	73.425262%	44,610.25
1 UTLX	901649	60,756.00	73.425262%	44,610.25
1 UTLX	901650	60,756.00	73.425262%	44,610.25
1 UTLX	901651	60,756.00	73.425262%	44,610.25
1 UTLX	901652	60,756.00	73.425262%	44,610.25
1 UTLX	901653	60,756.00	73.425262%	44,610.25
1 UTLX	901654	60,756.00	73.425262%	44,610.25
1 UTLX	901655	60,756.00	73.425262%	44,610.25
1 UTLX	901656	60,756.00	73.425262%	44,610.25
1 UTLX	901657	60,756.00	73.425262%	44,610.25
1 UTLX	901658	60,756.00	73.425262%	44,610.25
1 UTLX	901659	60,756.00	73.425262%	44,610.25
1 UTLX	901660	60,756.00	73.425262%	44,610.25
1 UTLX	901661	60,756.00	73.425262%	44,610.25
1 UTLX	901662	60,756.00	73.425262%	44,610.25
1 UTLX	901681	63,618.00	73.425262%	46,711.68
1 UTLX	901682	63,618.00	73.425262%	46,711.68
1 UTLX	901683	63,618.00	73.425262%	46,711.68
1 UTLX	901684	63,618.00	73.425262%	46,711.68
1 UTLX	901685	63,618.00	73.425262%	46,711.68
1 UTLX	901686	63,618.00	73.425262%	46,711.68
1 UTLX	901687	63,618.00	73.425262%	46,711.68
1 UTLX	901688	63,618.00	73.425262%	46,711.68
1 UTLX	901689	63,618.00	73.425262%	46,711.68
1 UTLX	901690	63,618.00	73.425262%	46,711.68
1 UTLX	901691	63,618.00	73.425262%	46,711.68
1 UTLX	901692	64,853.00	73.425262%	47,618.48
1 UTLX	901693	61,730.00	73.425262%	45,325.41
1 UTLX	901694	61,730.00	73.425262%	45,325.41
1 UTLX	901695	61,730.00	73.425262%	45,325.41
1 UTLX	901696	61,730.00	73.425262%	45,325.41
1 UTLX	901697	61,730.00	73.425262%	45,325.41
1 UTLX	901698	61,730.00	73.425262%	45,325.41
1 UTLX	901699	61,730.00	73.425262%	45,325.41
1 UTLX	901700	61,730.00	73.425262%	45,325.41
1 UTLX	901701	61,730.00	73.425262%	45,325.41
1 UTLX	901702	61,730.00	73.425262%	45,325.41

1 UTLX	901703	61,730.00	73.425262%	45,325.41
1 UTLX	901704	61,730.00	73.425262%	45,325.41
1 UTLX	901705	61,730.00	73.425262%	45,325.41
1 UTLX	901706	61,730.00	73.425262%	45,325.41
1 UTLX	901707	61,730.00	73.425262%	45,325.41
1 UTLX	901708	61,730.00	73.425262%	45,325.41
1 UTLX	901709	61,730.00	73.425262%	45,325.41
1 UTLX	901710	61,730.00	73.425262%	45,325.41
1 UTLX	901711	61,730.00	73.425262%	45,325.41
1 UTLX	901712	61,730.00	73.425262%	45,325.41
1 UTLX	901713	61,730.00	73.425262%	45,325.41
1 UTLX	901714	61,730.00	73.425262%	45,325.41
1 UTLX	901715	61,730.00	73.425262%	45,325.41
1 UTLX	901716	61,730.00	73.425262%	45,325.41
1 UTLX	901717	61,730.00	73.425262%	45,325.41
1 UTLX	901718	61,730.00	73.425262%	45,325.41
1 UTLX	901719	61,730.00	73.425262%	45,325.41
1 UTLX	901720	61,730.00	73.425262%	45,325.41
1 UTLX	901721	61,730.00	73.425262%	45,325.41
1 UTLX	901722	61,730.00	73.425262%	45,325.41
1 UTLX	901723	61,730.00	73.425262%	45,325.41
1 UTLX	901724	61,730.00	73.425262%	45,325.41
1 UTLX	901725	61,730.00	73.425262%	45,325.41
1 UTLX	901726	61,730.00	73.425262%	45,325.41
1 UTLX	901727	61,730.00	73.425262%	45,325.41
1 UTLX	901728	61,730.00	73.425262%	45,325.41
1 UTLX	901729	61,730.00	73.425262%	45,325.41
1 UTLX	901730	61,730.00	73.425262%	45,325.41
1 UTLX	901731	61,730.00	73.425262%	45,325.41
1 UTLX	901732	61,730.00	73.425262%	45,325.41
1 UTLX	901733	61,730.00	73.425262%	45,325.41
1 UTLX	901734	61,730.00	73.425262%	45,325.41
1 UTLX	901735	61,730.00	73.425262%	45,325.41
1 UTLX	901736	61,730.00	73.425262%	45,325.41
1 UTLX	901737	61,730.00	73.425262%	45,325.41
1 UTLX	901738	61,730.00	73.425262%	45,325.41
1 UTLX	901739	61,730.00	73.425262%	45,325.41
1 UTLX	901740	61,730.00	73.425262%	45,325.41
1 UTLX	901741	61,730.00	73.425262%	45,325.41
1 UTLX	901742	61,730.00	73.425262%	45,325.41
1 UTLX	901745	131,510.00	73.425262%	96,561.56
505 Cars in Leveraged Lease		29,778,614.00		21,865,025.37

Car		Original ETC Cost	Cash Payment		Comments
Mark	Number		Stip Loss %	\$	
1 UNPX	128009	82,346.00	73.740568%	60,722.41	
1 UNPX	128010	82,346.00	73.740568%	60,722.41	
1 UNPX	128011	82,346.00	73.740568%	60,722.41	
1 UNPX	128012	82,346.00	73.740568%	60,722.41	
1 UNPX	128013	82,346.00	73.740568%	60,722.41	
1 UTCX	048773	53,641.00	73.740568%	39,555.18	
1 UTCX	048774	53,641.00	73.740568%	39,555.18	
1 UTCX	048775	53,641.00	73.740568%	39,555.18	
1 UTCX	048776	53,641.00	73.740568%	39,555.18	
1 UTCX	048777	53,641.00	73.740568%	39,555.18	
1 UTCX	048778	53,641.00	73.740568%	39,555.18	
1 UTCX	048779	53,641.00	73.740568%	39,555.18	
1 UTCX	048780	52,607.00	73.740568%	38,792.70	
1 UTCX	048781	52,607.00	73.740568%	38,792.70	
1 UTCX	048782	52,607.00	73.740568%	38,792.70	
1 UTCX	048783	52,607.00	73.740568%	38,792.70	
1 UTCX	048784	52,607.00	73.740568%	38,792.70	
1 UTCX	048785	52,607.00	73.740568%	38,792.70	
1 UTCX	048786	52,607.00	73.740568%	38,792.70	
1 UTCX	048787	52,607.00	73.740568%	38,792.70	
1 UTCX	048788	52,607.00	73.740568%	38,792.70	
1 UTCX	048789	52,607.00	73.740568%	38,792.70	
1 UTCX	048790	52,607.00	73.740568%	38,792.70	
1 UTCX	048791	52,607.00	73.740568%	38,792.70	
1 UTCX	048792	52,607.00	73.740568%	38,792.70	
1 UTCX	048793	52,607.00	73.740568%	38,792.70	
1 UTCX	048794	52,607.00	73.740568%	38,792.70	
1 UTCX	048795	52,607.00	73.740568%	38,792.70	
1 UTCX	048796	52,607.00	73.740568%	38,792.70	
1 UTCX	048797	52,607.00	73.740568%	38,792.70	
1 UTCX	048798	52,607.00	73.740568%	38,792.70	
1 UTCX	048799	52,607.00	73.740568%	38,792.70	
1 UTCX	048800	52,607.00	73.740568%	38,792.70	
1 UTCX	048801	52,607.00	73.740568%	38,792.70	
1 UTCX	048802	52,607.00	73.740568%	38,792.70	
1 UTCX	048803	52,607.00	73.740568%	38,792.70	
1 UTCX	048804	52,607.00	73.740568%	38,792.70	
1 UTCX	048805	52,607.00	73.740568%	38,792.70	
1 UTCX	048806	52,607.00	73.740568%	38,792.70	
1 UTCX	048807	52,607.00	73.740568%	38,792.70	
1 UTCX	048808	52,607.00	73.740568%	38,792.70	
1 UTCX	048809	52,607.00	73.740568%	38,792.70	
1 UTCX	048810	52,607.00	73.740568%	38,792.70	
1 UTCX	048811	52,607.00	73.740568%	38,792.70	
1 UTCX	048812	52,607.00	73.740568%	38,792.70	
1 UTCX	048813	52,607.00	73.740568%	38,792.70	
1 UTCX	048814	52,607.00	73.740568%	38,792.70	
1 UTCX	048815	52,607.00	73.740568%	38,792.70	
1 UTCX	048816	52,607.00	73.740568%	38,792.70	
1 UTCX	048817	52,607.00	73.740568%	38,792.70	
1 UTCX	048818	52,607.00	73.740568%	38,792.70	
1 UTCX	048819	52,607.00	73.740568%	38,792.70	
1 UTCX	048820	52,607.00	73.740568%	38,792.70	
1 UTCX	048821	52,607.00	73.740568%	38,792.70	
1 UTCX	048822	52,607.00	73.740568%	38,792.70	
1 UTCX	048823	52,607.00	73.740568%	38,792.70	
1 UTCX	048824	52,607.00	73.740568%	38,792.70	
1 UTCX	048825	52,607.00	73.740568%	38,792.70	
1 UTCX	048826	52,607.00	73.740568%	38,792.70	
1 UTCX	048827	52,607.00	73.740568%	38,792.70	

1 UTCX	057352	50,191.00	73.740568%	37,011.13
1 UTCX	057353	50,191.00	73.740568%	37,011.13
1 UTCX	057354	50,191.00	73.740568%	37,011.13
1 UTCX	057355	50,191.00	73.740568%	37,011.13
1 UTCX	057356	50,191.00	73.740568%	37,011.13
1 UTCX	057357	50,191.00	73.740568%	37,011.13
1 UTCX	057358	50,191.00	73.740568%	37,011.13
1 UTCX	057359	50,191.00	73.740568%	37,011.13
1 UTCX	057360	50,191.00	73.740568%	37,011.13
1 UTCX	057361	50,191.00	73.740568%	37,011.13
1 UTCX	057362	50,191.00	73.740568%	37,011.13
1 UTCX	057363	50,191.00	73.740568%	37,011.13
1 UTCX	057364	50,191.00	73.740568%	37,011.13
1 UTCX	057365	50,191.00	73.740568%	37,011.13
1 UTCX	057366	50,191.00	73.740568%	37,011.13
1 UTCX	057367	50,191.00	73.740568%	37,011.13
1 UTCX	057368	50,191.00	73.740568%	37,011.13
1 UTCX	057369	50,191.00	73.740568%	37,011.13
1 UTCX	057370	50,191.00	73.740568%	37,011.13
1 UTCX	057371	50,191.00	73.740568%	37,011.13
1 UTCX	057372	50,191.00	73.740568%	37,011.13
1 UTCX	057373	50,191.00	73.740568%	37,011.13
1 UTCX	057374	50,191.00	73.740568%	37,011.13
1 UTCX	052055	50,191.00	73.740568%	37,011.13
1 UTCX	057376	50,191.00	73.740568%	37,011.13
1 UTCX	057377	50,191.00	73.740568%	37,011.13
1 UTCX	057378	50,191.00	73.740568%	37,011.13
1 UTCX	057379	50,191.00	73.740568%	37,011.13
1 UTCX	057380	50,191.00	73.740568%	37,011.13
1 UTCX	057381	50,191.00	73.740568%	37,011.13
1 UTCX	057382	50,191.00	73.740568%	37,011.13
1 UTCX	057383	50,191.00	73.740568%	37,011.13
1 UTCX	057384	50,191.00	73.740568%	37,011.13
		11,700,694.00		8,628,158.03

Replaces UTCX 057375; Replacement car rest

221 Cars in Leveraged Lease

Disposed Cars settled for Cash:

1 UTCX	057343	50,191.00		CASH
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222 Original Cars in Lease

11,750,885.00