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JUN 30 1992 12 30 PM

INTERSTATE COMMERCE COMMISSION

**INDENTURE SUPPLEMENT**

**NO. 1**

**(UTC Trust No. 1992-A)  
(L-7K)**

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Filed with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 on June \_\_, 1992 at \_\_\_\_ [a.m./p.m.], Recordation Number \_\_\_\_ and deposited in the Office of the Registrar General of Canada pursuant to Section 90 of the Railway Act of Canada on June \_\_, 1992.

## INDENTURE SUPPLEMENT NO. 1

Indenture Supplement No. 1, dated June 30, 1992, between THE CONNECTICUT NATIONAL BANK, a national banking association, not in its individual capacity, but solely as Owner Trustee (the "Owner Trustee") under the Trust Agreement (L-7K), dated as of June 24, 1992 (the "Trust Agreement") between the Owner Trustee and the Owner Participant named therein, and NATIONSBANK OF SOUTH CAROLINA, NATIONAL ASSOCIATION, a national banking association, as Indenture Trustee (the "Indenture Trustee") under the Trust Indenture and Security Agreement (L-7K), dated as of June 30, 1992 (together with all amendments and supplements heretofore entered into, the "Indenture"), among the Owner Trustee and the Indenture Trustee.

### W I T N E S S E T H:

WHEREAS, the Indenture provides for the execution and delivery of Indenture Supplements thereto substantially in the form hereof which shall particularly describe the Equipment with respect to which the Equipment Notes issued under the Indenture and hereunder relate, by having attached thereto a copy of the applicable Lease Schedules, and shall specifically submit such Units of Equipment to the Lien of the Indenture and this Indenture Supplement; and

WHEREAS, the Indenture relates to the Equipment described in the copy of the Lease Supplement of even date herewith attached hereto as Exhibit A and made a part hereof, and a counterpart of the Indenture is incorporated by reference herein and made a part hereof to the same effect as if such Indenture were set forth herein;

NOW, THEREFORE, in order to secure the prompt payment of the principal of, Make-Whole Amount, if any, and interest on the Equipment Notes from time to time Outstanding under the Indenture (including those Outstanding under this Indenture Supplement) 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 such Equipment Notes, subject to the terms and conditions of the Indenture and this Indenture Supplement, and in consideration of the premises and of the covenants contained in this Indenture Supplement 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 granted, bargained, sold, assigned, transferred, mortgaged, pledged and confirmed, and does hereby grant, bargain, sell, assign, transfer, pledge, mortgage, and confirm, the property comprising the Units described in the copy of the Lease Schedule attached hereto as Exhibit A and (ii) has granted, bargained, sold, assigned, transferred and set over, all of the right, title and interest of the Owner Trustee under, in and to the Lease and the Lease Supplement relating hereto and all Rent thereunder, including, without limitation, all amounts of Basic Rent, Supplemental Rent and payments of any kind (including, without limitation, Stipulated Loss Value and Termination Value) required to be

made by the Lessee thereunder with respect to such Equipment, 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 (excluding, however, any rights to Excepted Property thereunder and subject always to Section 8.9 of the Indenture).

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

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

The Equipment Notes issued under this Indenture Supplement shall be designated as 1992 Equipment Notes L-7K-A. The Equipment Notes shall be substantially in the form set forth in Exhibit A to the Indenture. The Equipment Notes issued under this Indenture Supplement shall be dated the date of issuance thereof, shall be issued in the maturities and principal amounts and shall bear interest as specified in Exhibit B hereto. The principal of each Equipment Note shall be payable in installments, on each Installment Payment Date and the final maturity date, in amounts equal to the Installment Payment Amount for each such Installment Payment Date and final maturity date.

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 each is hereby ratified, approved and confirmed.

This Supplement may be executed by the Owner Trustee and the Indenture 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 Units of Equipment referred to in the aforesaid Lease Schedule attached hereto and made a part hereof have been delivered to the Owner Trustee and are 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 Connecticut National Bank, as the Owner Trustee and NationsBank of South Carolina, National Association, as the Indenture Trustee, have caused this Supplement to be duly executed by their respective officers thereunto duly authorized, as of the day and year first above written.

THE CONNECTICUT NATIONAL BANK,  
not in its individual capacity,  
but solely as Owner Trustee

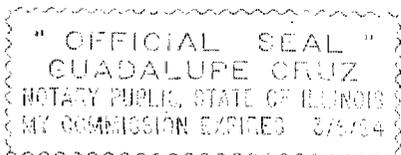
By   
Name: Philip G. Kane, Jr.  
Title: Vice President

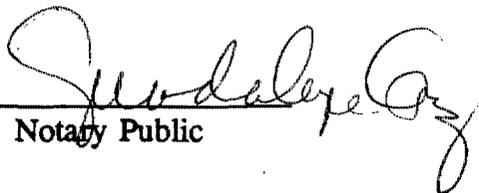
NATIONS BANK OF SOUTH CAROLINA,  
NATIONAL ASSOCIATION,  
as Indenture Trustee

By   
Name: Joe D. Deadwyler  
Title: Senior Vice President

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 30th day of June, 1992, before me personally appeared Joe D. Deadwylert to me personally known, who being by me duly sworn, said that he is a Senior V.P. of NATIONSBANK OF SOUTH CAROLINA, NATIONAL ASSOCIATION, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



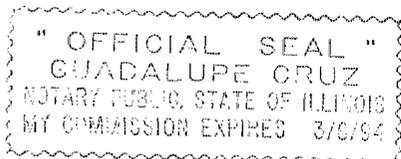
  
Notary Public

[NOTARIAL SEAL]

My commission expires: 3/6/94

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 30th day of June, 1992, before me personally appeared Philip G. Kanet<sup>Jr.</sup> to me personally known, who being by me duly sworn, said that he is Vice President of THE CONNECTICUT NATIONAL BANK, 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: 3/6/94

LEASE SUPPLEMENT NO. 1 (L-7K)  
(UTC Trust No. 1992-A)

LEASE SUPPLEMENT NO. 1 (L-7K) (UTC Trust No. 1992-A) dated June 30, 1992 (this "Lease Supplement") between The Connecticut National Bank, not in its individual capacity but solely as Owner Trustee (the "Lessor") under the Trust Agreement, and UNION TANK CAR COMPANY, a Delaware corporation (the "Lessee");

W I T N E S S E T H :

WHEREAS, the Lessor and the Lessee have heretofore entered into that certain Equipment Lease Agreement (L-7K) (UTC Trust No. 1992-A) dated as of June 30, 1992 (the "Lease"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in Appendix A to the Lease; and

WHEREAS, the Participation Agreement and the Lease provide that on the Closing Date, the Lessee shall deliver to the Owner Trustee a Bill of Sale dated such date by which the Lessee bargains, conveys, assigns, sets over, sells and delivers to Owner Trustee, and the Owner Trustee purchases and accepts from the Lessee, the Units to be conveyed on the Closing Date, and said Bill of Sale has been delivered by the Lessee and accepted by the Owner Trustee on the Closing Date; and

WHEREAS, the Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for the purpose of confirming the acceptance and lease of the Units under the Lease as and when delivered by the Lessor to the Lessee in accordance with the terms thereof;

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, the Lessor and the Lessee hereby agree as follows:

1. Inspection and Approval. The Lessee hereby acknowledges and confirms that it has inspected and approved the Units set forth on Schedule 1 hereto and, as between the Lessor and the Lessee, such Units comply in all material respects with the specifications for such Units and are in good working order.

2. Delivery and Acceptance. The Lessor hereby confirms delivery and lease to the Lessee, and the Lessee hereby confirms acceptance and lease from the Lessor, under the Lease as hereby supplemented, of the Units listed on Schedule 1 hereto.

3. Warranty. The Lessee hereby represents and warrants that no Event of Loss has occurred with respect to the Units set forth on Schedule 1 hereto as of the date hereof.

4. Equipment Cost, etc. The Equipment Cost of each of the Units leased hereunder is as set forth on Schedule 1 to the Participation Agreement. The Basic Rent, Stipulated Loss Values, Termination Values and EBO Price applicable in respect of the Units are set forth, respectively, on Schedules 3, 4, 5 and 8 to the Participation Agreement.

5. Confirmation. The Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement, to pay Rent to the Lessor for each Unit leased hereunder as provided for in the Lease.

6. Incorporation into Lease. This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease, as supplemented by this Lease Supplement, shall be and remain in full force and effect.

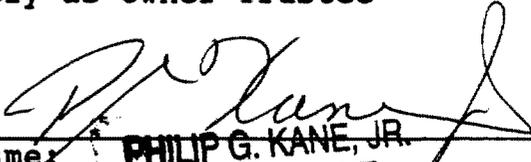
7. References. Any and all notices, requests, certificates and other instruments executed and delivered concurrently with or after the execution and delivery of this Lease Supplement may refer to the "Equipment Lease Agreement, dated as of June 30, 1992", the "Lease Agreement, dated as of June 30, 1992", or the "Lease, dated as of June 30, 1992", or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

8. Counterparts. 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, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered in the City of Evanston, State of Illinois, on the day and year first above written.

**LESSOR:**

THE CONNECTICUT NATIONAL BANK, not  
in its individual capacity, but  
solely as Owner Trustee

By:   
Name: PHILIP G. KANE, JR.  
Title: VICE PRESIDENT

**LESSEE:**

UNION TANK CAR COMPANY

By:   
Name: S.G. DINSMORE  
Title: VICE PRESIDENT



DESCRIPTION OF EQUIPMENT L-7K

BUILT MONTH	EQUIP. GROUP NUMBER	MARK	CAR NUMBER	AAR CODE	DOT CLASS	BCV SPECS
OTHER NON-PRESSURE/GENERAL PURPOSE CARS						
MAY 1991	11	UTLX	125229	T054	111A100W2	T
JUN 1991	11	UTLX	125230	T054	111A100W2	T
MAY 1991	11	UTLX	125231	T054	111A100W2	T
MAY 1991	11	UTLX	125232	T054	111A100W2	T
JUN 1991	11	UTLX	125233	T054	111A100W2	T
JUN 1991	11	UTLX	125234	T054	111A100W2	T
APR 1992	12	UTLX	130112	T055	111A100W5	R
APR 1992	12	UTLX	130113	T055	111A100W5	R
APR 1992	12	UTLX	130114	T055	111A100W5	R
APR 1992	12	UTLX	130115	T055	111A100W5	R
APR 1992	12	UTLX	130116	T055	111A100W5	R
APR 1992	12	UTLX	130117	T055	111A100W5	R
APR 1992	12	UTLX	130118	T055	111A100W5	R
APR 1992	12	UTLX	130119	T055	111A100W5	R
APR 1992	12	UTLX	130120	T055	111A100W5	R
APR 1992	12	UTLX	130121	T055	111A100W5	R
APR 1992	12	UTLX	130122	T055	111A100W5	R
APR 1992	12	UTLX	130123	T055	111A100W5	R
APR 1992	12	UTLX	130126	T055	111A100W5	R
APR 1992	12	UTLX	130127	T055	111A100W5	R
MAR 1991	4	UTLX	642650	T105	111A100W1	4G 2EC
MAR 1991	4	UTLX	642651	T105	111A100W1	4G 2EC
MAR 1991	4	UTLX	642652	T105	111A100W1	4G 2EC
MAR 1991	4	UTLX	642653	T105	111A100W1	4G 2EC
MAR 1991	4	UTLX	642654	T105	111A100W1	4G 2EC
MAR 1991	4	UTLX	642655	T105	111A100W1	4G 2EC
MAR 1991	4	UTLX	642656	T105	111A100W1	4G 2EC
MAR 1991	4	UTLX	642657	T105	111A100W1	4G 2EC
MAR 1991	4	UTLX	642658	T105	111A100W1	4G 2EC
MAR 1991	4	UTLX	642659	T105	111A100W1	4G 2EC
APR 1991	4	UTLX	642694	T105	111A100W1	4G 2EC
APR 1991	4	UTLX	642695	T105	111A100W1	4G 2EC
APR 1991	4	UTLX	642696	T105	111A100W1	4G 2EC
APR 1991	4	UTLX	642697	T105	111A100W1	4G 2EC
APR 1991	4	UTLX	642698	T105	111A100W1	4G 2EC
APR 1991	4	UTLX	642699	T105	111A100W1	4G 2EC
APR 1991	4	UTLX	642700	T105	111A100W1	4G 2EC
APR 1991	4	UTLX	642701	T105	111A100W1	4G 2EC
APR 1991	4	UTLX	642702	T105	111A100W1	4G 2EC
APR 1991	4	UTLX	642703	T105	111A100W1	4G 2EC
APR 1991	4	UTLX	642704	T105	111A100W1	4G 2EC
APR 1991	4	UTLX	642705	T105	111A100W1	4G 2EC
APR 1991	4	UTLX	642706	T105	111A100W1	4G 2EC
APR 1991	4	UTLX	642707	T105	111A100W1	4G 2EC
APR 1991	4	UTLX	642708	T105	111A100W1	4G 2EC
APR 1991	4	UTLX	642709	T105	111A100W1	4G 2EC
APR 1991	4	UTLX	642710	T105	111A100W1	4G 2EC
APR 1991	4	UTLX	642711	T105	111A100W1	4G 2EC
APR 1991	4	UTLX	642712	T105	111A100W1	4G 2EC
APR 1991	4	UTLX	642713	T105	111A100W1	4G 2EC

TOTAL OTHER NON-PRESSURE/  
GENERAL PURPOSE CARS:

50

Maturity Dates, Principal Amounts and  
Interest Rates of Equipment Notes

<u>Equipment Note</u>	<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
No. L-7K-A1	01/02/2007	\$1,395,000	7.95%
No. L-7K-A2	07/02/2013	\$702,000	8.625%

Equipment Notes

Principal Payment Dates

Equipment Note No. L-7K-A1

Maturity Date: 01/02/2007

<u>Installment Payment Date</u>	<u>Installment Payment Percentage</u>
29-Dec-92	0.000000000%
02-Jan-93	0.000000000%
02-Jul-93	0.000000000%
02-Jan-94	2.758858065%
02-Jul-94	0.000000000%
02-Jan-95	3.173946765%
02-Jul-95	0.000000000%
02-Jan-96	3.536875040%
02-Jul-96	0.000000000%
02-Jan-97	3.958258995%
02-Jul-97	0.000000000%
02-Jan-98	4.449246105%
02-Jul-98	0.000000000%
02-Jan-99	5.026834387%
02-Jul-99	0.000000000%
02-Jan-2000	5.713943974%
02-Jul-2000	0.000000000%
02-Jan-2001	6.542305750%
02-Jul-2001	0.000000000%
02-Jan-2002	7.557151065%
02-Jul-2002	0.000000000%
02-Jan-2003	8.825251679%
02-Jul-2003	0.000000000%
02-Jan-2004	13.386265438%
02-Jul-2004	0.000000000%
02-Jan-2005	19.950791600%
02-Jul-2005	35.551900315%
02-Jan-2006	48.115715005%
02-Jul-2006	0.000000000%
02-Jan-2007	100.000000000%

Equipment Notes

Principal Payment Dates

Equipment Note No. L-7K-A2

Maturity Date: 07/02/2013

Installment Payment Date	Installment Payment Percentage
29-Dec-92	0.000000000%
02-Jan-93	0.000000000%
02-Jul-93	0.000000000%
02-Jan-94	0.000000000%
02-Jul-94	0.000000000%
02-Jan-95	0.000000000%
02-Jul-95	0.000000000%
02-Jan-96	0.000000000%
02-Jul-96	0.000000000%
02-Jan-97	0.000000000%
02-Jul-97	0.000000000%
02-Jan-98	0.000000000%
02-Jul-98	0.000000000%
02-Jan-99	0.000000000%
02-Jul-99	0.000000000%
02-Jan-2000	0.000000000%
02-Jul-2000	0.000000000%
02-Jan-2001	0.000000000%
02-Jul-2001	0.000000000%
02-Jan-2002	0.000000000%
02-Jul-2002	0.000000000%
02-Jan-2003	0.000000000%
02-Jul-2003	0.000000000%
02-Jan-2004	0.000000000%
02-Jul-2004	0.000000000%
02-Jan-2005	0.000000000%
02-Jul-2005	0.000000000%
02-Jan-2006	0.000000000%
02-Jul-2006	0.000000000%
02-Jan-2007	0.000000000%
02-Jul-2007	0.000000000%
02-Jan-2008	0.000000000%
02-Jul-2008	0.000000000%
02-Jan-2009	0.000000000%
02-Jul-2009	0.000000000%
02-Jan-2010	27.656824786%
02-Jul-2010	0.000000000%
02-Jan-2011	44.121646452%
02-Jul-2011	0.000000000%
02-Jan-2012	86.072080855%
02-Jul-2012	0.000000000%
02-Jan-2013	99.999974699%
02-Jul-2013	100.000000000%

Issuance of Equipment Notes

The Equipment Notes issued hereunder shall be issued to and shall be payable to the Pass Through Trustee under each Pass Through Trust Agreement with respect to the grantor trust created thereby, in each case as set forth below:

Equipment Note

L-7K-A1  
L-7K-A2

Pass Through Trust

1992-A1  
1992-A2