

RECORDATION NO. 17845-D
FILED 1425
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INTERSTATE COMMERCE COMMISSION

LEASE SUPPLEMENT NO. 1 (L-8K)
(UTC Trust No. 1992-A)

Dated as of June 30, 1992

between

THE CONNECTICUT NATIONAL BANK,
Lessor

and

UNION TANK CAR COMPANY,
Lessee

CERTAIN OF THE RIGHT, TITLE AND INTEREST OF THE LESSOR IN AND TO THIS LEASE SUPPLEMENT, THE EQUIPMENT COVERED HEREBY AND THE RENT DUE AND TO BECOME DUE UNDER THE LEASE HAVE BEEN ASSIGNED AS COLLATERAL SECURITY TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, NATIONSBANK OF SOUTH CAROLINA, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE AND SECURITY AGREEMENT (UTC Trust No. 1992-A), DATED AS OF JUNE 30, 1992, BETWEEN SAID INDENTURE TRUSTEE, AS SECURED PARTY, AND THE LESSOR, AS DEBTOR. INFORMATION CONCERNING SUCH SECURITY INTEREST MAY BE OBTAINED FROM THE INDENTURE TRUSTEE AT ITS ADDRESS SET FORTH IN SECTION 20 OF THE LEASE. SEE SECTION 25.2 OF THE LEASE FOR INFORMATION CONCERNING THE RIGHTS OF THE ORIGINAL HOLDER AND THE HOLDERS OF THE VARIOUS COUNTERPARTS HEREOF.

[Filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on _____, 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 _____, 1992, at __:__ [A.M.][P.M.]4/

4/ For conformed copy

LEASE SUPPLEMENT NO. 1 (L-8K)
(UTC Trust No. 1992-A)

LEASE SUPPLEMENT NO. 1 (L-8K) (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-8K) (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

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 29th of June, 1992, before me personally appeared in the City of Evanston, State of Illinois, P. G. KANE, Jr., to me personally known, who being by me duly sworn, says that he is the VICE PRESIDENT of THE CONNECTICUT NATIONAL BANK, that said instrument was signed and sealed 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.

" OFFICIAL SEAL "
GUADALUPE CRUZ
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/6/94

Guadalupe Cruz
Notary Public

[NOTARIAL SEAL]

My commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 29th day of June, 1992, before me personally appeared in the City of Evanston, State of Illinois, SG DWSMORE, to me personally known, who being by me duly sworn, says that he is the VICE PRESIDENT of UNION TANK CAR COMPANY, that said instrument was signed and sealed 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.

" OFFICIAL SEAL "
GUADALUPE CRUZ
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/6/94

Guadalupe Cruz
Notary Public

[NOTARIAL SEAL]

My commission expires: _____

DESCRIPTION OF EQUIPMENT L-8K

BUILT MONTH	EQUIP. GROUP NUMBER	MARK	CAR NUMBER	AAR CODE	DOT CLASS	BCV SPECS
PRESSURE CARS 33,800 GAL.						
FEB 1992	22	UTLX	910508	T929	105J400W	4G
FEB 1992	22	UTLX	910509	T929	105J400W	4G
FEB 1992	22	UTLX	910510	T929	105J400W	4G
FEB 1992	22	UTLX	910511	T929	105J400W	4G
FEB 1992	22	UTLX	910512	T929	105J400W	4G
FEB 1992	22	UTLX	910513	T929	105J400W	4G
FEB 1992	22	UTLX	910514	T929	105J400W	4G
FEB 1992	22	UTLX	910515	T929	105J400W	4G
FEB 1992	22	UTLX	910516	T929	105J400W	4G
FEB 1992	22	UTLX	910517	T929	105J400W	4G
FEB 1992	22	UTLX	910518	T929	105J400W	4G
FEB 1992	22	UTLX	910519	T929	105J400W	4G
FEB 1992	22	UTLX	910520	T929	105J400W	4G
FEB 1992	22	UTLX	910521	T929	105J400W	4G
FEB 1992	22	UTLX	910522	T929	105J400W	4G
FEB 1992	22	UTLX	910523	T929	105J400W	4G
MAR 1992	22	UTLX	910524	T929	105J400W	4G
MAR 1992	22	UTLX	910525	T929	105J400W	4G
MAR 1992	22	UTLX	910526	T929	105J400W	4G
MAR 1992	22	UTLX	910527	T929	105J400W	4G
MAR 1992	22	UTLX	910528	T929	105J400W	4G
MAR 1992	22	UTLX	910529	T929	105J400W	4G
MAR 1992	22	UTLX	910530	T929	105J400W	4G
MAR 1992	22	UTLX	910531	T929	105J400W	4G
MAR 1992	22	UTLX	910532	T929	105J400W	4G
MAR 1992	22	UTLX	910533	T929	105J400W	4G
MAR 1992	22	UTLX	910534	T929	105J400W	4G
MAR 1992	22	UTLX	910535	T929	105J400W	4G
MAR 1992	22	UTLX	910536	T929	105J400W	4G
MAR 1992	22	UTLX	910537	T929	105J400W	4G
MAR 1992	22	UTLX	910538	T929	105J400W	4G
MAR 1992	22	UTLX	910539	T929	105J400W	4G
MAR 1992	22	UTLX	910540	T929	105J400W	4G
MAR 1992	22	UTLX	910541	T929	105J400W	4G
FEB 1992	22	UTLX	910542	T929	105J400W	4G
FEB 1992	22	UTLX	910543	T929	105J400W	4G
FEB 1992	22	UTLX	910544	T929	105J400W	4G
FEB 1992	22	UTLX	910545	T929	105J400W	4G
FEB 1992	22	UTLX	910546	T929	105J400W	4G
MAR 1992	22	UTLX	910547	T929	105J400W	4G
MAR 1992	22	UTLX	910548	T929	105J400W	4G
MAR 1992	22	UTLX	910549	T929	105J400W	4G
MAR 1992	22	UTLX	910550	T929	105J400W	4G
MAR 1992	22	UTLX	910551	T929	105J400W	4G
MAR 1992	22	UTLX	910552	T929	105J400W	4G
MAR 1992	22	UTLX	910553	T929	105J400W	4G
MAR 1992	22	UTLX	910554	T929	105J400W	4G
MAR 1992	22	UTLX	910555	T929	105J400W	4G
MAR 1992	22	UTLX	910556	T929	105J400W	4G
MAR 1992	22	UTLX	910557	T929	105J400W	4G
MAR 1992	22	UTLX	910558	T929	105J400W	4G
MAR 1992	22	UTLX	910559	T929	105J400W	4G
MAR 1992	22	UTLX	910560	T929	105J400W	4G
MAR 1992	22	UTLX	910561	T929	105J400W	4G
MAR 1992	22	UTLX	910562	T929	105J400W	4G
MAR 1992	22	UTLX	910563	T929	105J400W	4G
APR 1992	22	UTLX	910564	T929	105J400W	4G
APR 1992	22	UTLX	910565	T929	105J400W	4G
APR 1992	22	UTLX	910566	T929	105J400W	4G
APR 1992	22	UTLX	910568	T929	105J400W	4G
APR 1992	22	UTLX	910569	T929	105J400W	4G
APR 1992	22	UTLX	910570	T929	105J400W	4G
APR 1992	22	UTLX	910571	T929	105J400W	4G
APR 1992	22	UTLX	910572	T929	105J400W	4G

BUILT MONTH	EQUIP. GROUP NUMBER	MARK	CAR NUMBER	AAR CODE	DOT CLASS	BCV SPECS
APR 1992	22	UTLX	910574	T929	105J400W	4G
APR 1992	22	UTLX	910577	T929	105J400W	4G
APR 1992	22	UTLX	910578	T929	105J400W	4G

TOTAL PRESSURE CARS 33,800 GAL.: 67