



Union Tank Car Company

225 West Washington Street
Chicago, Illinois 60606
312/372-9500

RECORDATION NO. 17846-2 FILED 1425

JUN 13 1994 -9 55 AM

INTERSTATE COMMERCE COMMISSION

June 3, 1994

Interstate Commerce Commission
12th St. & Constitution Ave., N.W.
Washington, DC 20423

Attn: Ms. Mildred R. Lee
Room 2303

Re: Union Tank Car Company
Equipment Lease Agreement (L-9K)
(UTC Trust No. 1992-A)
Recordation No. 17846

Dear Ms. Lee:

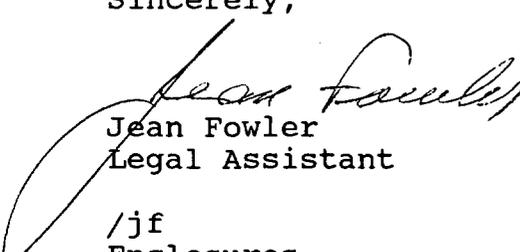
Enclosed are five certified copies of Lease Supplement No. 1 dated as of June 30, 1992, between Union Tank Car Company and The Connecticut National Bank, as Trustee.

Please file this document as a supplement to the filing referred to above. Enclosed is our check in the amount of \$18 for the filing fee. Please return four copies of the documents, stamped to show the filing, to me.

If you have any questions, please call me at (312) 845-5457.

Thank you.

Sincerely,


Jean Fowler
Legal Assistant

/jff
Enclosures

UTC4066L

RECORDATION NO. 17846-D
FILED 142
JUN 13 1994 - 9 55 AM
INTERSTATE COMMERCE COMMISSION

LEASE SUPPLEMENT NO. 1 (L-9K)
(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-9K)
(UTC Trust No. 1992-A)

LEASE SUPPLEMENT NO. 1 (L-9K) (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-9K) (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.

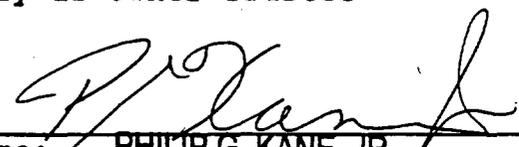
7. References. Any and all notices, requests, certificates and other instruments executed and delivered concurrently with or after the execution and delivery of this Lease Supplement may refer to the "Equipment Lease Agreement, dated as of June 30, 1992", the "Lease Agreement, dated as of June 30, 1992", 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: 

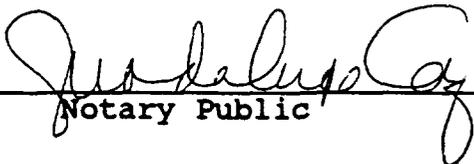
Name: SG DISMORE

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
[NOTARIAL SEAL]



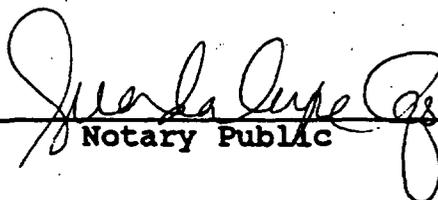
Notary Public

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 Dismore, 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
COMMISSION EXPIRES 3/6/94
[NOTARIAL SEAL]



Notary Public

My commission expires: _____

DESCRIPTION OF EQUIPMENT L-9K

BUILT MONTH	EQUIP. GROUP NUMBER	MARK	CAR NUMBER	AAR CODE	DOT CLASS	BCV SPECS
OTHER PRESSURE CARS						
JUN 1991	23	UTLX	900186	T564	105S500W	4G 2EC
JUN 1991	23	UTLX	900187	T564	105S500W	4G 2EC
JUL 1991	25	UTLX	900188	T904	105J300W	T 4G
JUL 1991	25	UTLX	900189	T904	105J300W	T 4G
JUL 1991	25	UTLX	900190	T904	105J300W	T 4G
AUG 1991	25	UTLX	900191	T904	105J300W	T 4G
AUG 1991	25	UTLX	900192	T904	105J300W	T 4G
AUG 1991	25	UTLX	900193	T904	105J300W	T 4G
SEP 1991	25	UTLX	900194	T904	105J300W	T 4G
SEP 1991	25	UTLX	900195	T904	105J300W	T 4G
SEP 1991	25	UTLX	900196	T904	105J300W	T 4G
SEP 1991	25	UTLX	900197	T904	105J300W	T 4G
MAR 1992	27	UTLX	901148	T907	105J300W	T 4G
MAR 1992	27	UTLX	901149	T907	105J300W	T 4G
MAR 1992	27	UTLX	901150	T907	105J300W	T 4G
MAR 1992	27	UTLX	901151	T907	105J300W	T 4G
MAR 1992	27	UTLX	901152	T907	105J300W	T 4G
MAR 1992	27	UTLX	901153	T907	105J300W	T 4G
MAR 1992	27	UTLX	901154	T907	105J300W	T 4G
MAR 1992	27	UTLX	901155	T907	105J300W	T 4G
MAR 1992	27	UTLX	901156	T907	105J300W	T 4G
MAR 1992	27	UTLX	901157	T907	105J300W	T 4G
MAR 1992	27	UTLX	901158	T907	105J300W	T 4G
MAR 1992	27	UTLX	901159	T907	105J300W	T 4G
MAR 1992	27	UTLX	901160	T907	105J300W	T 4G
MAR 1992	27	UTLX	901161	T907	105J300W	T 4G
APR 1992	27	UTLX	901162	T907	105J300W	T 4G
MAR 1992	27	UTLX	901163	T907	105J300W	T 4G
MAR 1992	27	UTLX	901164	T907	105J300W	T 4G
MAR 1992	27	UTLX	901165	T907	105J300W	T 4G
MAR 1992	27	UTLX	901166	T907	105J300W	T 4G
APR 1992	27	UTLX	901167	T907	105J300W	T 4G
APR 1992	27	UTLX	901168	T907	105J300W	T 4G
APR 1992	27	UTLX	901169	T907	105J300W	T 4G
MAR 1992	27	UTLX	901170	T907	105J300W	T 4G
APR 1992	27	UTLX	901171	T907	105J300W	T 4G
APR 1992	27	UTLX	901172	T907	105J300W	T 4G
APR 1992	27	UTLX	901173	T907	105J300W	T 4G
APR 1992	27	UTLX	901174	T907	105J300W	T 4G
APR 1992	27	UTLX	901175	T907	105J300W	T 4G
APR 1992	27	UTLX	901176	T907	105J300W	T 4G
APR 1992	27	UTLX	901177	T907	105J300W	T 4G
APR 1992	27	UTLX	901178	T907	105J300W	T 4G
APR 1992	27	UTLX	901179	T907	105J300W	T 4G
APR 1992	27	UTLX	901180	T907	105J300W	T 4G
AUG 1991	28	UTLX	920135	T954	105S500W	4G
AUG 1991	28	UTLX	920136	T954	105S500W	4G
AUG 1991	28	UTLX	920137	T954	105S500W	4G
JUL 1991	28	UTLX	920138	T954	105S500W	4G
JUL 1991	28	UTLX	920139	T954	105S500W	4G
AUG 1991	28	UTLX	920140	T954	105S500W	4G
JUL 1991	28	UTLX	920141	T954	105S500W	4G
JUL 1991	28	UTLX	920142	T954	105S500W	4G
AUG 1991	28	UTLX	920143	T954	105S500W	4G
AUG 1991	28	UTLX	920144	T954	105S500W	4G
JUL 1991	28	UTLX	920145	T954	105S500W	4G
JUL 1991	28	UTLX	920146	T954	105S500W	4G
AUG 1991	28	UTLX	920147	T954	105S500W	4G
AUG 1991	28	UTLX	920148	T954	105S500W	4G
AUG 1991	28	UTLX	920149	T954	105S500W	4G
AUG 1991	28	UTLX	920150	T954	105S500W	4G
AUG 1991	28	UTLX	920151	T954	105S500W	4G
AUG 1991	28	UTLX	920152	T954	105S500W	4G

BUILT MONTH	EQUIP. GROUP NUMBER	MARK	CAR NUMBER	AAR CODE	DOT CLASS	BCV SPECS
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TOTAL OTHER PRESSURE CARS: 63