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

RECORDATION NO. 20113-Y FILED
AUG 12 '04 12-47 PM
SURFACE TRANSPORTATION BOARD

BONNIE E. HEACOCK
PARALEGAL
(312) 269-5258

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

August 11, 2004

AUG 12 2004
RECEIVED

VIA FEDERAL EXPRESS

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

Re: Union Tank Car Company
Lease Supplement No. 11 (L-14F)
(UTC Trust No. 1996-A)

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 2, 2004 and is described as follows:

> Lease Supplement No. 11 (L-14F) (UTC Trust No. 1996-A) dated as of January 2, 2004 between U.S. Bank National Association, as successor to State Street Bank and Trust Company, not in its individual capacity but solely as Owner Trustee under the Trust Agreement Lessor, and Union Tank Car Company, Lessee.

The primary document to which this is connected is recorded under Recordation No. 20113.

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

Lessor: U.S. Bank National Association
Corporate Trust Services
EX-MA-FED
One Federal Street, 3rd Floor
Boston, MA 02110
Attn: Donald E. Smith

Lessee: Union Tank Car Company
225 West Washington Street
Chicago, IL 60606

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:

> Lease Supplement No. 11 (L-14F) (UTC Trust No. 1996-A) dated as of January 2, 2004 between U.S. Bank National Association, as successor to State Street Bank and Trust Company, not in its individual capacity but solely as Owner Trustee under the Trust Agreement Lessor, and Union Tank Car Company, Lessee.

The purpose of the Trust Indenture Supplement No. 11 is to document the removal of one (1) railroad car ("Equipment") which has suffered an event of loss from the list of Equipment and to add one (1) railroad car which is being substituted therefor.

Please file the enclosed document as a supplement to the filing referred to above and return one original and the 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 $30.00 for the filing fee.

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

Sincerely,

Bonnie E. Heacock

Bonnie E. Heacock
Paralegal

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

NGEDOCS: 07267N.0001:1057223.7

LEASE SUPPLEMENT NO. 11 (L-14F) SCHEDULE A

Unit(s) Suffering an Event of Loss

Built Month	Mark	Car No.	AAR Code	DOT Class
04/96	UTLX	901551	T907	105J300W

Replacement Unit(s)

Built Month	Mark	Car No.	AAR Code	DOT Class
04/96	UTLX	901593	T907	105S100W

RECORDATION NO. 20113-Y FILED

AUG 1 2 '04 12-47 PM

SURFACE TRANSPORTATION BOARD

LEASE SUPPLEMENT NO. 11 (L-14F)
(UTC Trust No. 1996-A)

This Lease Supplement No. 11 (L-14F) (UTC Trust No. 1996-A) dated January 2, 2004, between U.S. BANK NATIONAL ASSOCIATION, as successor to STATE STREET BANK AND TRUST COMPANY, not in its individual capacity but solely as Owner Trustee under the Trust Agreement ("Lessor"), and UNION TANK CAR COMPANY, a Delaware corporation ("Lessee");

WITNESSETH:

WHEREAS, Lessor and Lessee have heretofore entered into that certain Equipment Lease Agreement (UTC Trust No. 1996-A) (L-14F) dated May 29, 1996 (the "Lease"). The terms used herein are used with the meanings specified in the Lease;

WHEREAS, Section 11.2 of the Lease gives Lessee the option, if one or more Units covered by the Lease suffer an Event of Loss, to convey to Lessor one or more Replacement Units to be leased to Lessee under the Lease in lieu of the Unit(s) suffering an Event of Loss; and

WHEREAS, Section 11.4 of 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 Replacement Unit(s) under the Lease as and when delivered by the Lessor to the Lessee in accordance with the terms thereof and for the transfer to the Lessee of all of Lessor's right, title and interest in and to the Unit(s) which Lessee wishes to delete from the Lease.

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

1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as herein supplemented, the Replacement Unit(s) described in Lease Supplement No. 11 (L-14F) Schedule A hereto.

2. Subject to the execution and delivery of Indenture Supplement No. 11 (L-14F) (UTC Trust No. 1996-A) by Owner Trustee and Indenture Trustee releasing the Unit(s) which suffered an Event of Loss from the Lien of the Indenture, the Lessor hereby releases from the Lease the Unit(s) which Lessee wishes to delete from the Lease and which are set forth on Lease Supplement No. 11 (L-14F) Schedule A hereto as of the date hereof.

3. All of the terms and provisions of the Lease are hereby incorporated by reference in this Lease Supplement to the same extent as if fully set forth herein.

4. To the extent that this Lease Supplement constitutes chattel paper (as such term is defined in the Uniform Commercial Code) no security interest in this Lease Supplement may be created through the transfer or possession of any counterpart hereof other than the counterpart bearing the receipt therefor executed by the Indenture Trustee on the signature page hereof,

which counterpart shall constitute the only "original" hereof for purposes of the Uniform Commercial Code.

5. This Lease Supplement shall be governed by and construed in accordance with the internal laws and decisions of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation.

6. 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, Lessor and Lessee have cause this Lease Supplement to be duly executed as of the day and year first above written and to be delivered as of the date first above written.

U.S. BANK NATIONAL ASSOCIATION, not in its individual capacity but solely as Owner Trustee

By: _____
Name DONALD E. SMITH
Title: VICE PRESIDENT

UNION TANK CAR COMPANY

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

14F/0030-11

LEASE SUPPLEMENT NO. 11 (L-14F) SCHEDULE A

Unit(s) Suffering an Event of Loss

Built Month	Mark	Car No.	AAR Code	DOT Class
04/96	UTLX	901551	T907	105J300W

Replacement Unit(s)

Built Month	Mark	Car No.	AAR Code	DOT Class
04/96	UTLX	901593	T907	105S100W