LAW OFFICES

NEAL, GERBER & EISENBERG LLP

TWO NORTH LA SALLE STREET
CHICAGO, ILLINOIS 60602-3801
(312) 269-8000
www.ngelaw.com

RECORDATION NO. 20113-BB FILED

AUG 13 '04 7-55 AM

SURFACE TRANSPORTATION BOARD

BONNIE E. HEACOCK
PARALEGAL
(312) 269-5258

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

August 11, 2004

RECEIVED AUG 12 2004

VIA FEDERAL EXPRESS

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

Re: Union Tank Car Company
Trust Indenture Supplement No. 12 (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 July 2, 2004 and is described as follows:

> Trust Indenture Supplement No. 12 (L-14F) (UTC Trust No. 1996-A) dated as of July 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 (UTC Trust No. 1996-A) (L-14F) dated May 29, 1996 (the "Trust Agreement"), between the Owner Trustee in its individual capacity and First Union Commercial Corporation, a North Carolina, as Owner Participant, and J.P. Morgan Trust Company, National Association, successor to Bank One, N.A., a national banking association, as Indenture Trustee.

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:

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

Owner Participant: First Union Commercial Corporation
One Wachovia Center
Charlotte, NC 28288
Attn: Linda Minter

Indenture Trustee: J.P. Morgan Trust Company, National Association, successor to Bank One, N.A.
227 West Monroe Street, Suite 2600
Chicago, IL 60602
Attn: Janice Ott Rotunno

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:

> Trust Indenture Supplement No. 12 (L-14F) (UTC Trust No. 1996-A) dated as of July 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 (UTC Trust No. 1996-A) (L-14F) dated May 29, 1996 (the "Trust Agreement"), between the Owner Trustee in its individual capacity and First Union Commercial Corporation, a North Carolina, as Owner Participant, and J.P. Morgan Trust Company, National association, successor to Bank One, N.A., a national banking association, as Indenture Trustee.

The purpose of the Trust Indenture Supplement No. 12 is to document the removal of three (3) railroad cars ("Equipment") which have suffered an event of loss from the list of Equipment and to add three (3) railroad cars which are 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.0001:1057223.6

LEASE SUPPLEMENT NO. 12 (L-14F) SCHEDULE A

Unit(s) Suffering an Event of Loss

Built Month	Mark	Car No.	AAR Code	DOT Class
12/95	UTCX	49785	C214	HOPPER
12/95	UTCX	49758	C214	HOPPER
02/96	UTCX	49322	C214	HOPPER

Replacement Unit(s)

Built Month	Mark	Car No.	AAR Code	DOT Class
06/96	UTCX	49411	C214	HOPPER
06/96	UTCX	49413	C214	HOPPER
06/96	UTCX	49407	C214	HOPPER

RECORDATION NO. 20113-BB FILED

AUG 13 '04 7-55 AM

SURFACE TRANSPORTATION BOARD

TRUST INDENTURE SUPPLEMENT NO. 12 (L-14F)
(UTC Trust No. 1996-A)
(L-14F)

This Indenture Supplement No. 12 (L-14F) (UTC Trust No. 1996-A) dated July 2, 2004 (this "Indenture Supplement") between U.S. BANK NATIONAL ASSOCIATION, as successor to STATE STREET BANK AND TRUST COMPANY, not in its individual capacity but solely as trustee under the Trust Agreement (UTC Trust No. 1996-A) (L-14F) dated May 29, 1996 (the "Trust Agreement"), between the Owner Trustee in its individual capacity and FIRST UNION COMMERCIAL CORPORATION, a North Carolina corporation, as Owner Participant, and J. P. MORGAN TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, as Indenture Trustee (the "Indenture Trustee");

WITNESSETH:

WHEREAS, the Trust Indenture and Security Agreement (UTC Trust No. 1996-A) (L-14F) dated May 29, 1996 (the "Indenture") between the Owner Trustee and the Indenture Trustee provides for the execution and delivery of Indenture Supplements thereto substantially in the form hereof each of which shall particularly describe the Units covered by a related Lease Supplement under the Lease, by having attached thereto a copy of such related Lease Supplement, and shall specifically mortgage such Units to the Indenture Trustee;

WHEREAS, upon the occurrence of an Event of Loss occurring with respect to one or more Units, one or more Replacement Units may be substituted for such Unit(s) (unless otherwise defined herein, capitalized terms used herein shall have the respective meanings specified in Appendix A of the Indenture);

WHEREAS, Section 6.07 of the Indenture provides for the execution and delivery of Indenture Supplements which shall particularly describe the Replacement Unit(s) and which shall specifically submit such Replacement Unit(s) to the Lien of the Indenture and this Indenture Supplement;

WHEREAS, Section 6.06 of the Indenture provides for the execution by the Indenture Trustee of an instrument releasing its Lien in and to such Unit(s) once Replacement Unit(s) have been made subject to the Lien of the Indenture; and

WHEREAS, the Indenture includes the Units described in the copy of Lease Supplement No. 12 (L-14F) 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, and Make-Whole Amount, if any, and interest on all of the Equipment Notes from time to time outstanding under the Indenture 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 the

Equipment Notes and in the Equipment Notes, subject to the terms and conditions of the Indenture, and in consideration of the premises and of the covenants contained in the Indenture 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 sold, assigned, transferred, pledged and confirmed, and does hereby sell, assign, transfer, pledge and confirm, a security interest in and mortgage lien on all right, title and interest of the Owner Trustee in and to the property comprising the Replacement Unit(s) described in the copy of Lease Supplement No. 12 (L-14F) attached hereto, and (ii) has sold, assigned, transferred and set over, a security interest in and mortgage lien on all of the right, title and interest of the Owner Trustee under, in and to such Lease Supplement (excluding, however, any rights to Excepted Property thereunder), referred to above, 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.

To have and to hold all and singular the foregoing 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.

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 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 Replacement Unit(s) referred to in the aforesaid Lease Supplement attached hereto and made a part hereof have been delivered by 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.

AND FURTHER, the Indenture Trustee hereby releases all of its right and interest in and to and its Lien in, on and to the Unit(s) suffering an Event of Loss identified in the aforesaid Lease Supplement No. 12 (L-14F) Schedule A as of the date hereof and hereby acknowledges that such Unit(s) suffering an Event of Loss are no longer subject to the pledge and mortgage of the Indenture.

IN WITNESS WHEREOF, the Owner Trustee and the Indenture Trustee have caused this Indenture Supplement to be duly executed by their duly authorized officers, as of the day and year 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

J. P. MORGAN TRUST COMPANY,
NATIONAL ASSOCIATION
as Indenture Trustee

By: _____
Name: JANICE OTT ROTUNNO
Title: VICE PRESIDENT

14F/0031-12

NGEDOCS: 07267N.0001:857797.3

STATE OF MASSACHUSETTS)
) SS
COUNTY OF)

On this 19th day of July, 2004, before me personally appeared DONALD E. SMITH, to me personally known, who being by me duly sworn, says that he is VICE PRESIDENT of U.S. Bank National Association, 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.

[Notarial Seal]

Notary Public

My commission expires: 2/7/08

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 6 day of Aug, 2004, before me personally appeared JANICE OTT ROTUNNO, to me personally known, who being by me duly sworn, says that s/he is VP of J. P. Morgan Trust Company, National Association, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and s/he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

"OFFICIAL SEAL"
R. B. Jackson
Notary Public, State of Illinois
My Commission Exp. 03/06/2006

[Notarial Seal]

Notary Public

My commission expires: 3/6/04

NGEDOCS: 07267N.0001:857797.3

EXHIBIT A
TO
TRUST INDENTURE SUPPLEMENT NO. 12 (L-14F)
(UTC Trust No. 1996-A) (L-14F)

LEASE SUPPLEMENT NO. 12 (L-14F)
(UTC Trust No. 1996-A) (L-14F)

Dated July 2, 2004

Between

U.S. BANK NATIONAL ASSOCIATION,
as successor to
STATE STREET BANK AND TRUST COMPANY,
not in its individual capacity except as expressly
provided herein but solely as Owner Trustee,

Lessor

and

UNION TANK CAR COMPANY,

Lessee

LEASE SUPPLEMENT NO. 12 (L-14F)
(UTC Trust No. 1996-A)

This Lease Supplement No. 12 (L-14F) (UTC Trust No. 1996-A) dated July 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. 12 (L-14F) Schedule A hereto.

2. Subject to the execution and delivery of Indenture Supplement No. 12 (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. 12 (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:
Title:

UNION TANK CAR COMPANY

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

14F/0030-12

STATE OF MASSACHUSETTS)
) SS
COUNTY OF)

On this ____ day of _____, 2004, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is _____ of U.S. Bank National Association, 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.

[Notarial Seal]

_____
Notary Public

My commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this ____ day of _____, 2004, before me personally appeared Mark J. Garrette, to me personally known, who being by me duly sworn, says that he is Vice President of Union Tank Car Company, 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.

[Notarial Seal]

_____
Notary Public

My commission expires: _____

LEASE SUPPLEMENT NO. 12 (L-14F) SCHEDULE A

Unit(s) Suffering an Event of Loss

Built Month	Mark	Car No.	AAR Code	DOT Class
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Replacement Unit(s)

Built Month	Mark	Car No.	AAR Code	DOT Class
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06/96	UTCX	49413	C214	HOPPER
06/96	UTCX	49407	C214	HOPPER