



THE MARMON GROUP, INC.

225 West Washington Street, Chicago, Illinois 60606-3418
Telephone (312) 372-9500 Fax (312) 845-5305 Web www.marmon.com

**CERTIFIED MAIL -
RETURN RECEIPT REQUESTED**

February 17, 2000

RECORDATION NO. 17839-J FILED

Surface Transportation Board
12th St. & Constitution Ave., N.W.
Washington, DC 20423

MAR 9 '00 8-43 AM
TS
SURFACE TRANSPORTATION BOARD

RECEIVED
FEB 29 2000
V.I.L
MANAGEMENT
STB

Attn: Recordation Section, Room 2311

Re: Union Tank Car Company Trust No. 1992-A (L-4N)
Recordation No. 17839

Dear Sir or Madam:

Enclosed are an original and three (3) certified copies of each of the documents described below, to be recorded pursuant to Section 11303 of Title 49 of the U. S. Code. These secondary documents, dated as of July 2, 1999, are:

Lease Supplement No. 3, Lease No. L-4N,
between State Street Bank and Trust Company and
Union Tank Car Company; and

Trust Indenture Supplement No. 3, Trust Indenture No. L-4N,
between State Street Bank and Trust Company and
The Bank of New York.

The primary documents to which these are connected are recorded under Recordation No. 17839.

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

State Street Bank and Trust Company
Two International Place, 4th Floor
Boston, Massachusetts 02102

The Bank of New York
101 Barclay Street, 21W
New York, New York 10286

Union Tank Car Company
111 West Jackson Boulevard
Chicago, Illinois 60604

4.5

LEASE SUPPLEMENT NO. 3 (L-4N) SCHEDULE A

Unit(s) Suffering an Event of Loss

<u>Built Month</u>	<u>Equip. Group No.</u>	<u>Mark</u>	<u>Car No.</u>	<u>AAR Code</u>	<u>DOT Class</u>	<u>BCV Specs</u>
7/91	18	UTLX	600551	T104	111A100W3	T 4G 2EC

Replacement Unit(s)

<u>Built Month</u>	<u>Equip. Group No.</u>	<u>Mark</u>	<u>Car No.</u>	<u>AAR Code</u>	<u>DOT Class</u>	<u>BCV Specs</u>
10/96	20	UTLX	202324	T108	111A100W1	

Recordation Section
Surface Transportation Board
February 17, 2000
Page 2

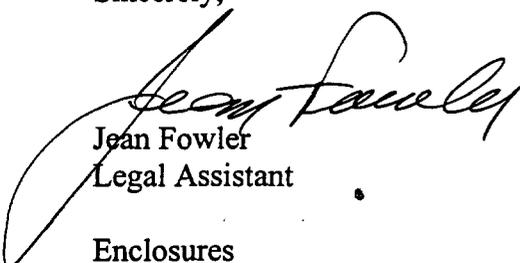
The equipment involved in this transaction is: railroad tank cars as more fully described in Schedule A to this letter.

Please file these documents as supplements to the filing referred to above. Enclosed is our check in the amount of \$52 for the filing fees. Please return one original and two (2) of the certified copies of each 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

Enclosures

**INDENTURE SUPPLEMENT NO. 3
Trust Indenture (L-4N)
(UTC Trust No. 1992-A)**

RECORDATION NO. 17839-J FILED
MAR 9 '00 8-4 3 AM

SURFACE TRANSPORTATION BOARD

This Indenture Supplement No. 3, dated July 2, 1999, between STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, N.A., as successor to The Connecticut National Bank, not in its individual capacity, but solely as Owner Trustee (the "Owner Trustee") under the Trust Agreement (L-4N), dated as of June 24, 1992 (the "Trust Agreement") between the Owner Trustee and the Owner Participant named therein, and THE BANK OF NEW YORK, a New York corporation, as successor to NationsBank of South Carolina, National Association, as Indenture Trustee (the "Indenture Trustee") under the Trust Indenture and Security Agreement (L-4N), dated as of June 30, 1992 (together with all amendments and supplements heretofore entered into, the "Indenture"), between the Owner Trustee and the Indenture Trustee.

W I T N E S S E T H:

WHEREAS, Section 5.1 of the Indenture provides that, 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, the Indenture provides for the execution and delivery of Indenture Supplements thereto substantially in the form hereof 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, the Indenture provides for the execution by the Indenture Trustee of an instrument releasing its Lien in and to such Unit(s) suffering an Event of Loss once Replacement Unit(s) have been made subject to the Lien of the Indenture; 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, if any, 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 Replacement Unit described in the copy of the Lease Supplement No. 3 (L-4N) Schedule A attached hereto as part of 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 Supplements 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.

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.

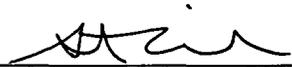
This Supplement may be executed by the Owner Trustee and the Indenture Trustee in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Supplement.

AND FURTHER, the Owner Trustee hereby acknowledges that the Replacement Unit referred to in the aforesaid Lease Supplement No. 3 (L-4N) Schedule A attached hereto and made a part hereof has been delivered to the Owner Trustee and is 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.

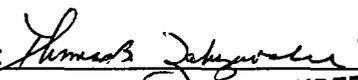
AND FURTHER, the Indenture Trustee hereby releases all of its right and interest in and to and its Lien in, on and to the Unit suffering an Event of Loss identified in the aforesaid Lease Supplement No. 3 (L-4N) Schedule A as of the date hereof and hereby acknowledges that such Unit suffering an Event of Loss is no longer subject to the pledge and mortgage of the Indenture.

IN WITNESS WHEREOF, State Street Bank and Trust Company of Connecticut, N.A. (as successor to The Connecticut National Bank), as the Owner Trustee and The Bank of New York (as successor to 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.

STATE STREET BANK AND TRUST
COMPANY OF CONNECTICUT, N.A.,
(as successor to
The Connecticut National Bank),
not in its individual capacity,
but solely as Owner Trustee

By: 
Name: Steven Cimalore
Title: Vice President

THE BANK OF NEW YORK,
as Indenture Trustee

By: 
Name: THOMAS B. ZAKRZEWSKI
Title: VICE PRESIDENT

STATE OF _____)
) SS
COUNTY OF _____)

On this 31 day of January, 1999 before me personally appeared _____
THOMAS B. ZAKRZEWSKI, to me personally known, who being by me duly sworn, said that he is
VICE PRESIDENT of THE BANK OF NEW YORK, 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 as the free act and deed of
said corporation.

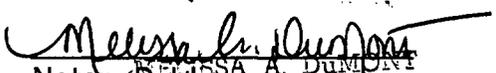

Notary Public
WILLIAM J. CASSELS
Notary Public, State of New York
No. 012A5027729
Qualified in Bronx County
Commission Expires May 16, 2000

[NOTARIAL SEAL]

My commission expires: _____

STATE OF CONNECTICUT)
) SS
COUNTY OF HARTFORD)

On this ____ day of _____, 1999 before me personally appeared STEVEN
CIMAZORE, to me personally known, who being by me duly sworn, said that he is
VICE PRESIDENT of STATE STREET BANK AND TRUST COMPANY OF
CONNECTICUT, N.A., 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 as the free act and deed of said corporation.


Notary Public
MELISSA A. DuMONT
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2001
MELISSA A. DuMONT
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2001

[NOTARIAL SEAL]

My commission expires: _____

**EXHIBIT A to
INDENTURE SUPPLEMENT NO. 3
Trust Indenture (L-4N) (UTC Trust No. 1992-A)**

LEASE SUPPLEMENT NO. 3 (L-4N)
(UTC Trust No. 1992-A)

Dated as of July 2, 1999

between

STATE STREET BANK AND TRUST
COMPANY OF CONNECTICUT, N.A.,
Lessor

and

UNION TANK CAR COMPANY,
Lessee

LEASE SUPPLEMENT NO. 3 (L-4N)
(UTC Trust No. 1992-A)

The Lease Supplement No. 3 (L-4N) (UTC Trust No. 1992-A) dated July 2, 1999 (this "Lease Supplement") between State Street Bank and Trust Company of Connecticut, N.A. (as successor to 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-4N) (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;

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) suffering an Event of Loss,

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 Replacement Unit set forth on Lease Supplement No. 3 (L-4N) Schedule A hereto ("Schedule A") and, as between the Lessor and the Lessee, such Replacement Unit complies in all material respects with the specifications for such Replacement Unit and is 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 Replacement Unit listed on Schedule A.

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

4. Units Suffering Event of Loss. Subject to the execution and delivery of Indenture Supplement No. 3 (UTC Trust No. 1992-A) (L-4N) by Owner Trustee and Indenture Trustee releasing the Unit from the Lien of the Indenture, the Lessor hereby releases from the Lease the Unit which suffered an Event of Loss and which are set forth on Schedule A as of the date hereof.

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 Replacement Unit leased hereunder as though such Replacement Unit were the Unit suffering an Event of Loss identified on Schedule A.

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 on the day and year first above written.

LESSOR:

STATE STREET BANK AND TRUST
COMPANY OF CONNECTICUT, N.A.
(as successor to
The Connecticut National Bank),
not in its individual capacity,
but solely as Owner Trustee

By: _____
Name: _____
Title: _____

LESSEE:

UNION TANK CAR COMPANY

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

LEASE SUPPLEMENT NO. 3 (L-4N) SCHEDULE A

Unit(s) Suffering an Event of Loss

<u>Built Month</u>	<u>Equip. Group No.</u>	<u>Mark</u>	<u>Car No.</u>	<u>AAR Code</u>	<u>DOT Class</u>	<u>BCV Specs</u>
7/91	18	UTLX	600551	T104	111A100W3	T 4G 2EC

Replacement Unit(s)

<u>Built Month</u>	<u>Equip. Group No.</u>	<u>Mark</u>	<u>Car No.</u>	<u>AAR Code</u>	<u>DOT Class</u>	<u>BCV Specs</u>
10/96	20	UTLX	202324	T108	111A100W1	