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

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CERTIFIED MAIL -
RETURN RECEIPT REQUESTED

February 17, 2000

RECORDATION NO. 17836-I FILED
MAR 9 '00 9-00 AM
SURFACE TRANSPORTATION BOARD

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

Attn: Recordation Section, Room 2311

Re: Union Tank Car Company Trust No. 1992-A (L-1N)
Recordation No. 17836

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 January 2, 2000, are:

Lease Supplement No. 3, Lease No. L-1N,
between State Street Bank and Trust Company and
Union Tank Car Company; and

Trust Indenture Supplement No. 3, Trust Indenture No. L-1N,
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. 17836.

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

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

Jean Fowler
Legal Assistant

Enclosures

LEASE SUPPLEMENT NO. 3 (L-1N) SCHEDULE A

Unit(s) Suffering an Event of Loss

Built Month	Equip. Group No.	Mark	Car No.	AAR Code	DOT Class	BCV Specs
11/91	2	UTCX	59557	C214	LO Hopper	

Replacement Unit(s)

Built Month	Equip. Group No.	Mark	Car No.	AAR Code	DOT Class	BCV Specs
6/97	2	UTCX	50749	C214	LO Hopper	

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STATE OF ILLINOIS)
)
COUNTY OF COOK)

CERTIFICATE

The undersigned, Jean Fowler, a Notary Public in and for said County and State, hereby states that she has compared the attached copy of Lease Supplement No. 3 (L-1N), dated as of January 2, 2000, with the original document thereof and hereby certifies that such attached copy is a true and correct copy of the original document in all respects.

In Witness Whereof, the undersigned has set her hand and seal this 16th day of February, 2000.

Jean Fowler
Notary Public

"OFFICIAL SEAL"
JEAN FOWLER
Notary Public, State of Illinois
My Commission Expires JUNE 6, 2002

RECORDATION NO. 17836-I FILED

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SURFACE TRANSPORTATION BOARD

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SURFACE TRANSPORTATION BOARD

LEASE SUPPLEMENT NO. 3 (L-1N)
(UTC Trust No. 1992-A)

This Lease Supplement No. 3 (L-1N) (UTC Trust No. 1992-A) dated January 2, 2000 (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-1N) (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-1N) 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-1N) 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.,
not in its individual capacity,
but solely as Owner Trustee

By: _____
Name: Steven Cimalore
Title: Vice President

LESSEE:

UNION TANK CAR COMPANY

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

01N/0030-3

STATE OF CONNECTICUT)
) SS
COUNTY OF HARTFORD)

On this 25th day of JANUARY, 2000 before me personally appeared STEVEN CIMMORE, to me personally known, who being by me duly sworn, says that he is the VICE PRESIDENT of STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, N.A., 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.

Melissa A. DeMonte
Notary Public

[NOTARIAL SEAL]

My commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 27 day of January, 2000, before me personally appeared Mark J. Garrette, 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.

Jean Fowler
Notary Public

[NOTARIAL SEAL]

My commission expires: _____

"OFFICIAL SEAL"
JEAN FOWLER
Notary Public, State of Illinois
My Commission Expires JUNE 6, 2002

LEASE SUPPLEMENT NO. 3 (L-1N) SCHEDULE A

Unit(s) Suffering an Event of Loss

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