



THE MARMON GROUP, INC.

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February 13, 2003

VIA FEDERAL EXPRESS

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

RECORDATION NO. 17836-N FILED
FEB 14 '03 5-08 PM
SURFACE TRANSPORTATION BOARD

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

Dear Sir or Madam:

Enclosed are two originals and two certified copies of each of the documents described below, to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

The primary document to which this is connected is recorded under Recordation No. 17836.

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

Lessor:

State Street Bank and Trust Company of Connecticut, N.A.
Corporate Trust
Goodwin Square
225 Asylum Street, 23rd Floor
Hartford, Connecticut 06103
Attn: William Kotkoskey

Lessee:

Union Tank Car Company
175 West Jackson Street
Chicago, Illinois 60604

A description of the Equipment covered by the enclosed document follows:
LO Hopper cars as listed in Schedules A to this letter.

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A short summary of the document to appear in the Index follows:

Lease Supplemental No. 5, Lease No. L-1N dated as of July 2, 2002, between State Street Bank and Trust Company of Connecticut, N.A. and Union Tank Car Company.

Trust Indenture supplement No. 5, Trust Indenture No. L-1N, dated July 2, 2002, between State Street Bank and Trust Company of Connecticut, N.A. (Owner Trustee) and The Bank of New York, as successor to Nations Bank of South Carolina, National Association (Indenture Trustee).

The purpose of Trust Indenture Supplement No. 5 (L-1N) and Lease Supplement No.5 (L-1N) is to document that 1 lo hopper car ("Equipment") is being removed from the list of Equipment and 1 car is being substituted therefor.

Please file these documents as supplements to the filing referred to above and return one original of each and the two certified copies of the documents, stamped to show the filing, to me. Enclosed is our check in the amount of \$60 for the filing fees for both documents under the same recordation number.

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

Thank you.

Sincerely,



Christina M. Washington
Legal Assistant

encls.

stb L1N

LEASE SUPPLEMENT NO. 5 (L-1N) 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>
3/91	2	UTCX	59445	C214	LO Hopper	

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>
8/96	2	UTCX	49431	C214	LO Hopper	

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**LEASE SUPPLEMENT NO. 5 (L-1N)
(UTC Trust No. 1992-A)**

SURFACE TRANSPORTATION BOARD

This Lease Supplement No. 5 (L-1N) (UTC Trust No. 1992-A) dated July 2, 2002 (this "Lease Supplement") between State Street Bank and Trust Company, 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. 5 (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. 5 (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.

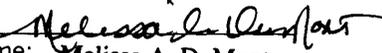
7. References. Any and all notices, requests, certificates and other instruments executed and delivered concurrently with or after the execution and delivery of this Lease Supplement may refer to the "Equipment Lease Agreement, dated as of June 30, 1992", the "Lease Agreement, dated as of June 30, 1992",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

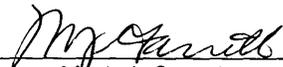
LESSOR:

STATE STREET BANK AND TRUST
COMPANY,
not in its individual capacity,
but solely as Owner Trustee

By: 
Name: Melissa A. DuMont
Title: Assistant Vice President

LESSEE:

UNION TANK CAR COMPANY

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

01N/0030-5

STATE OF Connecticut)
) SS
COUNTY OF Hartford)

On this 12 day of September, 2002 before me personally appeared _____
Melissa A. DuMont, to me personally known, who being by me duly sworn, says that he is
the Assistant Vice President of STATE STREET BANK AND TRUST 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.

Susan P McNally
Notary Public

[NOTARIAL SEAL]

SUSAN P. McNALLY
NOTARY PUBLIC
MY COMM. EXPIRES MARCH 31, 2005

My commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 23 day of September, 2002, 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.

Yolanda Salgado
Notary Public

[NOTARIAL SEAL]

My commission expires: 11/9/05



LEASE SUPPLEMENT NO. 5 (L-1N) SCHEDULE A

Unit(s) Suffering an Event of Loss

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