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

SEP 23 2005
RECEIVED

September 19, 2005

RECORDATION NO. 17837-I FILED
SEP 23 '05 5-54 PM
SURFACE TRANSPORTATION BOARD

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

Re: Union Tank Car Company
Trust Indenture Supplement No. 3 (L-2N)
(UTC Trust No. 1992-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, 2005 and is described as follows:

> Trust Indenture Supplement No. 3 (L-2N) (UTC Trust No. 1992-A) dated as of January 2, 2005 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. 1992-A) (L-2N) dated June 24, 1992 (the "Trust Agreement"), between the Owner Trustee in its individual capacity and Verizon Capital Corp., as Owner Participant, and BNY Midwest Trust Company, as Indenture Trustee.

The primary document to which this is connected is recorded under Recordation No. 17837.

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

Owner Trustee:	U.S. Bank National Association Corporate Trust Goodwin Square 225 Asylum Street, 23rd Floor Hartford, CT 06103 Attn: Melissa Dumont
Owner Participant:	Verizon Capital Corp. 245 Park Avenue, 40th Floor New York, NY 10166 Attn: Sue Morahan
Indenture Trustee:	BNY Midwest Trust Company Two North LaSalle Street Suite 1020 Chicago, IL 60602 Attn: Mr. Dan Donovan

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. 3 (L-2N) (UTC Trust No. 1992-A) dated as of January 2, 2005 between U.S. Bank National Association, as successor to State Street Bank and Trust Company of Connecticut, N.A., not in its individual capacity but solely as Owner Trustee under the Trust Agreement (UTC Trust No. 1992-A) (L-2N) dated June 24, 1992 (the Trust Agreement"), between the Owner Trustee in its individual capacity and Verizon Capital Corp, as Owner Participant, and BNY Midwest Trust Company, as Indenture Trustee.

The purpose of the Trust Indenture Supplement No. 3 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 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 $33.00 for the filing fee.

Should you have any questions regarding the enclosed, please call me at (312) 845-5457

Sincerely,

Christina M. Washington
Legal Administrator

Enclosures
cc: Patrick J. Allen, Esq.

RECORDATION NO. 17837-I FILED

SEP 2 3 '05 5-54 PM

SURFACE TRANSPORTATION BOARD

INDENTURE SUPPLEMENT NO. 3
Trust Indenture (L-2N)
(UTC Trust No. 1992-A)

This Indenture Supplement No. 3 (L-2N) (UTC Trust No. 1992-A) dated January 2, 2005 (this "Indenture Supplement") between U.S. Bank National Association, as successor to State Street Bank and Trust Company of Connecticut, N.A., not in its individual capacity but solely as trustee under the Trust Agreement (UTC Trust No. 1992-A) (L-2N) dated June 24, 1992 (the "Trust Agreement") between the Owner Trustee and the Owner Participant named therein, and BNY Midwest Trust Company, 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-2N), 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;

WITNESSETH:

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, and Make-Whole Amount, if any, and interest on all of 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 and in the 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 Lease Supplement No. 3 (L-2N) 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 such Lease and the Lease Supplements relating hereto and all Rent hereunder, 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 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 No. 3 (L-2N) Schedule A 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. 3 (L-2N) 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 U.S. Bank National Association (as successor to State Street Bank and Trust Company of Connecticut, N.A.) as the Owner Trustee and BNY Midwest Trust Company, as the Indenture Trustee, have caused this Indenture Supplement to be duly executed by their respective officers thereunto duly authorized, 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: Sheree Mailhot
Title: Vice President

BNY MIDWEST TRUST COMPANY,
as Indenture Trustee

By: _____
Name: D. G. CONDMAN
Title: VICE PRESIDENT

2N/0031-3

STATE OF CONNECTICUT)
) SS
COUNTY OF **Hartford**)

On this 12 day of September, 2005, before me personally appeared **Sheree Mailhot**, 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]

Susan P. McNally
Notary Public

My commission expires: _____

SUSAN P. McNALLY
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31,2010

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 14 day of September, 2005, before me personally appeared **D. G. DONOVAN**, to me personally known, who being by me duly sworn, says that he is **VICE PRESIDENT** of BNY Midwest Trust 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.

"OFFICIAL SEAL"
A. Hernandez
Notary Public, State of Illinois
My Commission Expires 7/8/06
Notarial Seal

A. Hernandez
Notary Public

My commission expires: 7/8/06

NGEDOCS: 07267N.0001:1105312.1

EXHIBIT A
TO
TRUST INDENTURE SUPPLEMENT NO. 3 (L-2N)
(UTC Trust No. 1992-A) (L-2N)

LEASE SUPPLEMENT NO. 3 (L-2N)
(UTC Trust No. 1992-A) (L-2N)

Dated January 2, 2005

Between

U.S. BANK NATIONAL ASSOCIATION,
as successor to
STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, N.A.,
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. 3 (L-2N)
(UTC Trust No. 1992-A)

This Lease Supplement No. 3 (L-2N) (UTC Trust No. 1992-A) dated January 2, 2005, between U.S. BANK NATIONAL ASSOCIATION, as successor to STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, N.A., 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. 1992-A) (L-2N) dated June 30, 1992 (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. 3 (L-2N) Schedule A hereto.

2. Subject to the execution and delivery of Indenture Supplement No. 3 (L-2N) (UTC Trust No. 1992-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. 3 (L-2N) 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

2N/0030-3

STATE OF CONNECTICUT)
) SS
COUNTY OF)

On this ____ day of _____, 2005, 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 _____, 2005, 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. 3 (L-2N) SCHEDULE A

Unit(s) Suffering an Event of Loss

Built Month	Mark	Car No.	AAR Code	DOT Class
12/91	UNPX	127118	C712	HOPPER

Replacement Unit(s)

Built Month	Mark	Car No.	AAR Code	DOT Class
11/98	UNPX	127311	C712	HOPPER

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

CERTIFICATE

The undersigned, Christina M. Washington, a Notary Public is and for said County and Sate, hereby states that she has compared the attached copy of the Trust Indenture Supplement No. 3 (L-2N) dated as of January 2, 2005, 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.

INWITNESS WHEREOF, the undersigned has set her hand and seal this 19th day of September, 2005.

Christina M. Washington
Notary Public

OFFICIAL SEAL
CHRISTINA M WASHINGTON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/05/09