



The Marmon Group LLC
A Berkshire Hathaway Company

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RECORDATION NO. 22994-T FILED

JAN 25 7. -4 05 PM

SURFACE TRANSPORTATION BOARD

January 20, 2011

Chief, Section Administration
Office of Proceedings
Surface Transportation Board
Documents for Recordation
395 E Street, S.W.
Washington, DC 20423-0001



Re: Union Tank Car Company
Lease Supplement No. 12 (L-16)
(UTC Trust No. 2000-A)

Dear Section Officer:

Enclosed are two originals and two 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, 2011 and is described as follows:

Lease Supplement No. 12 (L-16) (UTC Trust No. 2000-A) dated as of January 2, 2011 between Wells Fargo Bank, N.A., not in its individual capacity but solely as Owner Trustee under the Trust Agreement, Lessor and Union Tank Car Company, Lessee.

The primary document to which this is connected is recorded under Recordation No. 22994.

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

Lessor: Wells Fargo Bank, N.A.
Corporate Trust Services – 12th Floor
299 South Main Street
Salt Lake City, UT 84111
Attn: Alan Doty

Company; Union Tank Car Company
181 W. Madison Street
Chicago, IL 60602

Surface Transportation Board
Documents for Recordation
January 20, 2011
Page 2

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:

Lease Supplement No. 12 (L-16) (UTC Trust No. 2000-A) dated as of January 2, 2011 between Wells Fargo Bank, N.A. as successor to Norwest Bank Minnesota, National Association, not in its individual capacity but solely as Owner Trustee under the Trust Agreement, Lessor and Union Tank Car Company, Lessee.

The purpose of the Lease Supplement No. 12 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 two (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 copies of the document, stamped to show the filing, to me at the address given herein. Please bill account No. 312 for the filing fee.

Should you have any questions regarding the enclosed, please call me at (312) 845-5322.

Sincerely,



Yolanda Salgado
Legal Administrative Assistant

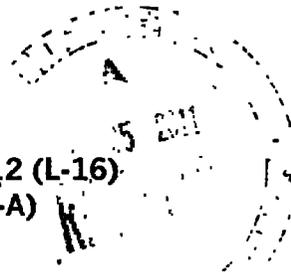
Enclosures

REGISTRATION 22994-T

JAN 25 '11 4 05 PM

MINNESOTA TRANSPORTATION BOARD

LEASE SUPPLEMENT NO. 12 (L-16)
(UTC Trust No. 2000-A)



This Lease Supplement No. 12 (L-16) (UTC Trust No. 2000-A) dated as of January 2, 2011, between Wells Fargo Bank, N.A., as successor to Norwest Bank Minnesota, National Association, 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. 2000-A) (L-16) dated June 29, 2000 (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) suffering an Event of Loss,

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-16) Schedule A hereto.
2. Subject to the execution and delivery of Indenture Supplement No. 12 (L-16) (UTC Trust No. 2000-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 suffered an Event of Loss and which are set forth on Lease Supplement No. 12 (L-16) 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.

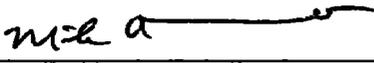
4. To the extent that this Lease Supplement constitutes chattel paper (as such term is defined in the Uniform Commercial Code) no security interest in this Lease Supplement may be created through the transfer or possession of any counterpart hereof other than the counterpart bearing the receipt therefor 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.

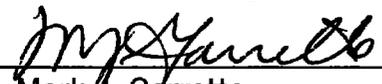
5. This Lease Supplement shall be governed by and construed in accordance with the internal laws and decisions of the State of Illinois; provided, however, that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation.

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 caused 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.

Wells Fargo Bank, N.A., as successor to
Wells Fargo Bank Minnesota, N.A.,
not in its individual capacity but solely as
Owner Trustee

By: 
Name: Michael Arsenault
Title: Assistant Vice President

Union Tank Car Company
By: 
Name: Mark S. Garrette
Title: Vice President

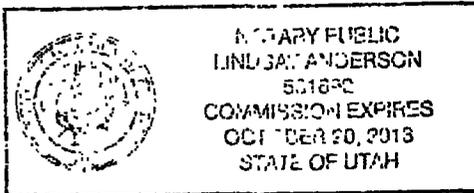
State of Utah)
) SS
County of Salt Lake)

On this 14th day of JANUARY, 2011, before me personally appeared Michael Arsenault to me personally known, who being by me duly sworn, say that he is ~~Asst. Vice President~~ of Wells Fargo Bank, 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 was the free act and deed of said corporation.

Lindsay Anderson
Notary Public

My commission expires: 10/20/2013

[Notarial Seal]



State of Illinois)
) SS
County of Cook)

On this 20th day of JANUARY, 2011, before me personally appeared Mark J. Garrette, to me personally known, who being by me duly sworn, say 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.

Yolanda Salgado
Notary Public

My commission expires:

[Notarial Seal]



LEASE SUPPLEMENT NO. 12 (L-16) SCHEDULE A

Unit(s) Suffering an Event of Loss

<u>Built Month</u>	<u>Mark</u>	<u>Car No.</u>	<u>AAR Code</u>	<u>DOT Class</u>
7/99	UTLX	663187	T107	111A100W1

Replacement Unit(s)

<u>Built Month</u>	<u>Mark</u>	<u>Car No.</u>	<u>AAR Code</u>	<u>DOT Class</u>
01/01	UTLX	664916	T107	111A100W1