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RECORDATION NO.

21842-C
FILED

FEB 1 '99

12-10PM

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

February 1, 1999

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Supplemental Indenture, dated as of January 1, 1999, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Trust Indenture which was previously filed with the Board under Recordation Number 21842.

The names and addresses of the parties to the enclosed documents are:

Borrower: *Services Canada Inc.*
GE Capital Railcar ~~Leasing Limited~~
(f/k/a) GE Capital Railcar Services Canada Company
421 7th Avenue S.W., Suite 2401
Calgary, Alberta T2P 4K0

Indenture Trustee: Montreal Trust Company of Canada
151 Front Street West, Suite 605
Toronto, Ontario M5J 2N1

There is no new or additional railroad equipment covered by the enclosed document which is being filed solely to provide notice of the change in name of the Borrower.

Counterpart - Qtd.

Mr. Vernon A. Williams
February 1, 1999
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Also enclosed is a check in the amount of \$26.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert W. Alvord", with a stylized flourish at the end.

Robert W. Alvord

RWA/bg
Enclosures

THIS SUPPLEMENTAL INDENTURE dated as of the 1st day of January, 1999

RECORDATION NO. 21842-C FILED

B E T W E E N:

GE CAPITAL RAILCAR SERVICES CANADA INC., a
corporation amalgamated under the laws of Canada and having
its chief executive office in the City of Calgary in the Province
of Alberta

(hereinafter called the "Issuer")

OF THE FIRST PART

- and -

MONTREAL TRUST COMPANY OF CANADA, a trust
company incorporated under the laws of Canada and having an
office in the City of Toronto in the Province of Ontario

(hereinafter called the "Indenture Trustee")

OF THE SECOND PART

WITNESSES THAT:

WHEREAS GE Capital Railcar Services Canada Company, a Nova Scotia unlimited liability company, has executed in favour of the Indenture Trustee a trust indenture (the "Trust Indenture"), dated as of December 8, 1998, providing for the issuance of limited recourse notes in an aggregate principal amount of \$20,107,219.60 bearing interest at 6.78% per annum and maturing on March 27, 2018 (the "Notes");

AND WHEREAS, on December 22, 1998, GE Capital Railcar Services Canada Company changed its name to GE Capital Railcar Leasing Limited under the *Companies Act* (Nova Scotia);

AND WHEREAS, on December 22, 1998, GE Capital Railcar Leasing Limited terminated its status as an unlimited liability company under the *Companies Act* (Nova Scotia);

AND WHEREAS, on January 1, 1999, GE Capital Railcar Leasing Limited was continued under the *Canada Business Corporations Act* as GE Capital Railcar Leasing Limited;

AND WHEREAS, effective January 1, 1999, GE Capital Railcar Leasing Limited amalgamated with GE Capital Railcar Services Canada Inc. and the Issuer is the continuing corporation resulting from the amalgamation of GE Capital Railcar Leasing Limited and GE Capital Railcar Services Canada Inc.;

AND WHEREAS the Issuer possesses all the property, rights and privileges and is subject to all of the liabilities, contracts, disabilities and debts of each of GE Capital Railcar Leasing Limited and GE Capital Railcar Services Canada Inc.;

AND WHEREAS, pursuant to the provisions of the Trust Indenture, the Issuer desires to execute this supplemental indenture (the "Supplemental Indenture") to evidence the Issuer's assumption of the liability for the due and punctual payment of all the Notes and the interest thereon and all other monies payable under the Trust Indenture and its agreement to observe and perform all the covenants and obligations of GE Capital Railcar Services Canada Company under the Trust Indenture;

AND WHEREAS the continuance and amalgamation are on such terms as substantially preserve and do not impair any of the rights and powers of the Indenture Trustee or of the holders of the Notes and on such terms as are not in any way prejudicial to the interests of the holders of the Notes;

AND WHEREAS no condition or event existed in respect of the Issuer or GE Capital Railcar Leasing Limited, either at the time of the amalgamation of GE Capital Railcar Leasing Limited and GE Capital Railcar Services Canada Inc. or immediately thereafter, after giving full effect thereto, which constitutes or would constitute, after the lapse of time or giving of notice or both, an Event of Default (as that term is defined in the Trust Indenture);

AND WHEREAS the foregoing recitals are made as representations and statements of fact by the Issuer and not by the Indenture Trustee;

AND WHEREAS this Supplemental Indenture is made by the Issuer and by the Indenture Trustee pursuant to the provisions of the Trust Indenture;

NOW THEREFORE it is hereby covenanted, agreed and declared as follows:

ARTICLE 1.
INTERPRETATION

1.1 Supplemental to Trust Indenture

This Supplemental Indenture is declared to be supplemental to the Trust Indenture and is to form part of, and have the same effect as though incorporated in, the Trust Indenture.

The Trust Indenture is part of this Supplemental Indenture and by this reference is incorporated herein with the same effect as though set forth herein in full. In this Supplemental Indenture, unless there is something in the subject or context inconsistent therewith or unless otherwise defined, the expressions herein contained shall have the same meanings as corresponding expressions in the Trust Indenture. All the provisions of the Trust Indenture, except insofar as the same may be inconsistent with the express provisions of this Supplemental Indenture, shall apply to and shall have effect in connection with this Supplemental Indenture.

ARTICLE 2.

AGREEMENT TO ISSUER TO BE BOUND BY TRUST INDENTURE

2.1 Evidence of Covenant to Pay and to Observe and Perform all Covenants and Obligations

The Issuer hereby acknowledges that, subject to the terms, conditions and limitations in the Trust Indenture, the Issuer is liable to pay all amounts required to be paid and to observe and perform all the covenants and obligations of GE Capital Railcar Services Canada Company under the Trust Indenture as if the Issuer had been originally named as principal debtor and issuer under the Trust Indenture.

2.2 Further Assurances

The Issuer hereby agrees to execute and deliver all documents and to do such other acts and things as are satisfactory to the Indenture Trustee and which, in the opinion of counsel to the Indenture Trustee, are necessary or advisable to give effect to the matters described in Section 2.1 hereof.

ARTICLE 3. GENERAL

3.1 Acceptance of Trusts

The Indenture Trustee hereby accepts the trusts in this Supplemental Indenture and in the Trust Indenture and agrees to perform the same upon the terms and conditions herein and therein set forth and in trust for the various persons who shall from time to time be holders of the Notes, subject to all the terms and conditions set forth in this Supplemental Indenture and the Trust Indenture.

3.2 Execution

This Supplemental Indenture may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

3.3 Governing Law

This Supplemental Indenture shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

IN WITNESS WHEREOF the parties hereto have executed this Supplemental Indenture under their respective corporate seals and the hands of their proper officers duly authorized in that behalf.

**GE CAPITAL RAILCAR SERVICES
CANADA INC.**

By: _____

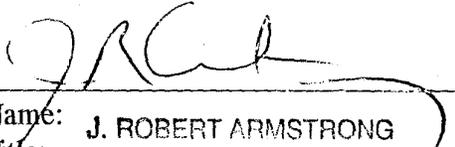

Name: James G. Fergusson
Title: Vice President - Finance

**MONTREAL TRUST COMPANY OF
CANADA**

By: _____


Name: ROBERT MCKENZIE
Title: CORPORATE TRUST OFFICER

By: _____


Name: J. ROBERT ARMSTRONG
Title: REGIONAL MANAGER

District of Columbia)
)
City of Washington) ss:

I, KIM L. BARTMAN, Notary for the District of Columbia, hereby certify that the attached "Supplemental Indenture", dated as of January 1, 1999 between GE CAPITAL RAILCAR SERVICES CANADA INC, as Issuer, and MONTREAL TRUST COMPANY OF CANADA, as Indenture Trustee, is a true and complete copy of the original thereof.

Certified this 1st day of February, 1999.



NOTARY PUBLIC

My commission expires: 3-31-2000