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

RECORDATION NO. 21676-H FILED

NOV 23 '01

1:16 PM

SURFACE TRANSPORTATION BOARD

OF COUNSEL
URBAN A. LESTER

November 21, 2001

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

Re: GARC II 98-B Railcar Trust

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are five (5) copies of Trust Indenture Supplement No. 3, a secondary document.

The enclosed document relates to the Trust Indenture previously filed with the Board under Recordation Number 21676.

The names and addresses of the parties of the enclosed document are:

Owner Trustee: Wilmington Trust Company
Trustee of GARC II 98-B Railcar Trust
1100 North Market Street
Wilmington, Delaware 19890

Indenture Trustee: State Street Bank and Trust Company
Two International Place
Boston, Massachusetts 02110

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Mr. Vernon A. Williams
November 21, 2001
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A description of the railroad equipment covered by the enclosed documents is:

One railcar GATX 074776

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

Trust Indenture Supplement No. 3 between Wilmington Trust Company,
Owner, Trustee, and State Street Bank and Trust Company, Indenture
Trustee.

Also enclosed is a check in the amount of \$28.00 payable to the order of the
Surface Transportation Board covering the required recordation fee and cross-indexing
fee.

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

Very truly yours,



Robert W. Alvord

RWA/anm
Enclosures

RECORDATION NO. 21676-14 FILED

**LEASE SUPPLEMENT NO. 3
(GARC II 98-B)**

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SURFACE TRANSPORTATION BOARD

This Lease Supplement No. 3, dated as of June 27, 2001, between GARC II 98-B Railcar Trust by Wilmington Trust Company, not in its individual capacity but solely as Owner Trustee under the Trust Agreement ("Lessor"), and General American Railcar Corporation II, a Delaware corporation ("Lessee");

WITNESSETH:

Lessor and Lessee have heretofore entered into that certain Equipment Lease Agreement (GARC II 98-B) dated as of September 1, 1998 (the "Lease"). The terms used herein are used with the meanings assigned to such terms in the Lease.

The Lease provides for the execution and delivery of one or more Lease Supplements substantially in the form hereof for, among other things, the purpose of particularly describing all or a portion of the Unit of Equipment to be leased to Lessee under the Lease.

Now, Therefore, in consideration of the premises and other good and sufficient consideration, and pursuant to Section 2 of the Lease, 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 Unit described in Schedule 1 hereto.
2. 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.
3. To the extent that this Lease Supplement constitutes chattel paper (as each 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 for the signature page hereof, which counterpart shall constitute the only "original" hereof for purposes of the Uniform Commercial Code.
4. This Lease Supplement shall be governed by and construed in accordance with the laws of the State of New York, including all matters of construction, validity and performance, without regard to principles of conflicts of laws.

5. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together constituting 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.

Lessor:

GARC II 98-B Railcar Trust by Wilmington Trust Company,
not in its individual capacity but solely as Owner Trustee

By: 
Name: Charlotte Paglia
Title: Senior Financial Services Officer

Lessee:

General American Railcar Corporation II

By: 
Name: Joseph E. McNeely
Title: Vice President

Receipt of this original counterpart of the foregoing Lease Supplement is hereby acknowledged on this ____ day of _____ 2001.

State Street Bank and Trust Company, as Indenture Trustee

By: 
Name: ALISON D. B. NADEAU
Title: ASSISTANT VICE PRESIDENT

State of)
) SS
County of)

On this 24th day of October, 2001, before me personally appeared **Charlotte Paglia**, to me personally known, who being by me duly sworn, say that he/she is **Senior Financial Services Officer** of Wilmington 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.

Karen Newson
Notary Public

[Notarial Seal]

My commission expires:

KAREN STANETTE NEWSON
NOTARY PUBLIC-DELAWARE
My Commission Expires June 28, 2005

State of Illinois)
) SS
County of Cook)

On this 27th day of June, 2001, before me personally appeared Joseph E. McNeely, to me personally known, who being by me duly sworn, say that he is Vice President of General American Railcar Corporation II, 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.

Patricia Lodge
Notary Public

[Notarial Seal]

My commission expires:



SCHEDULE 1

<u>Car Type</u>	<u>DOT Class</u>	<u>Car Marking</u>
T106	111A100-W-1	GATX 074776