

RECORDATION NO. 21675-T FILED

DEC 10 '04 4-05 PM

SURFACE TRANSPORTATION BOARD

OF COUNSEL  
URBAN A. LESTER

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
1050 SEVENTEENTH STREET, N.W.  
SUITE 301  
WASHINGTON, D.C.  
20036  
—  
(202) 393-2266  
FAX (202) 393-2156  
E-MAIL alvordlaw@aol.com

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

December 6, 2004

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

Re: GARC II Trust No. 98-A

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) copies of Lease Supplement No. 7 (GARC II Trust No. 98-A), dated as of October 29, 2004 a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Lease Agreement (GARC II Trust No. 98-A) which was filed with the Board under Recordation Number 21675.

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

- Lessor: GARC II 98-A Railcar Trust  
c/o Wilmington Trust Company  
1100 North Market Street  
Wilmington, DE 19890
- Lessee: General American Railcar Corporation II  
500 West Monroe Street  
Chicago, IL 60601

Mr. Vernon A. Williams  
December 6, 2004  
Page Two

A description of the railroad equipment covered by the enclosed document is:

One railcar GPFX 011668

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

Lease Supplement No. 7

Also enclosed is a check in the amount of \$32.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

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

Very truly yours,



Robert W. Alvord

RWA/anm  
Enclosures

RECORDATION NO. 21675-1 FILED

**LEASE SUPPLEMENT NO. 7    DEC 10 '04    4-05PM**  
**(GARC II 98-A)**

**SURFACE TRANSPORTATION BOARD**

This Lease Supplement No. 7, dated as of October 29, 2004, between GARC II 98-A 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-A) 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 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 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.

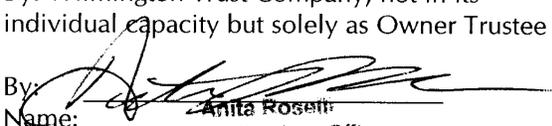
5. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together constituting one and the same instrument.

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-A Railcar Trust

By: Wilmington Trust Company, not in its individual capacity but solely as Owner Trustee

By:   
Name: Anita Roselli  
Title: Financial Services Officer

Lessee:

General American Railcar Corporation II

By:   
Name: Jay West  
Title: Vice President

X

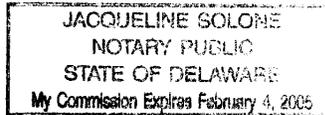
State of Delaware )  
 ) SS  
County of New Castle )

On this 23 day of November, 2004, before me personally appeared ANITA ROSTI, to me personally known, who being by me duly sworn, say that he/she is OFFICER of GARC II 98-A Railcar Trust by 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.

Notary Public *Jacqueline Solone*

[Notarial Seal]

My commission expires:



State of Illinois )  
 ) SS  
County of Cook )

On this 29<sup>TH</sup> day of October 2004, before me personally appeared Fay West, to me personally known, who being by me duly sworn, say that she is a Vice President of General American Railcar Corporation II, that said instrument was signed on such date no behalf of said corporation by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public *Patricia Lodge*

[Notarial Seal]

My commission expires:



2

SCHEDULE 1

<u>Car Type</u>	<u>DOT Class</u>	<u>Car Marking</u>
C614	Power Flow 110 Ton	GPFX 011668