RECORDATION NO. 21675-U FILED

DEC 10 '04 4-10PM

SURFACE TRANSPORTATION BOARD

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OF COUNSEL
URBAN A. LESTER

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 Trust Indenture Supplement No. 7 (GARC II Trust No. 98-A), dated as of October 29, 2004 a secondary document 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 of the enclosed document are:

Owner Trustee: GARC II 98-A Railcar Trust
c/o Wilmington Trust Company
1100 North Market Street
Wilmington, Delaware 19890

Indenture Trustee: U.S. Bank National Association
(successor to State Street Bank
and Trust Company of Connecticut, N.A.)
225 Franklin Street
Boston, Massachusetts 02110

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 follows:

Trust Indenture 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 one stamped copy of each of the enclosed documents to the undersigned.

Very truly yours,

Robert W. Alvord

RWA/anm
Enclosures

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SURFACE TRANSPORTATION BOARD

TRUST INDENTURE SUPPLEMENT NO. 7
(GARC II Trust No. 98-A)

This Indenture Supplement No. 7 (GARC II Trust No. 98-A), dated October 29, 2004 (this "Indenture Supplement"), between GARC II 98-A Railcar Trust by Wilmington Trust Company, not in its individual capacity but solely as trustee (the "Owner Trustee") under the Trust Agreement (GARC II Trust No. 98-A), dated as of September 1, 1998 (the "Trust Agreement"), between the Owner Trustee in its individual capacity and FNBC Leasing Corporation, Owner Participant (the "Owner Participant");

WITNESSETH:

WHEREAS, the Trust Indenture and Security Agreement (GARC II Trust No. 98-A) dated as of September 1, 1998 (the "Indenture"), between the Owner Trustee and U.S. Bank National Association, as successor to State Street Bank and Trust Company as Indenture Trustee (the "Indenture Trustee"), provides for the execution and delivery of Indenture Supplements thereto substantially in the form hereof each of which shall particularly describe the Unit covered by a related Lease Supplement under the Lease, by having attached thereto a copy of such related Lease Supplement, and shall specifically mortgage such Unit to the Indenture Trustee; and

WHEREAS, the Indenture includes the Equipment described in Lease Supplement No. 7 dated coincident herewith and made a part hereof and Schedule 1 hereto; and

NOW, THEREFORE, in order to secure the prompt payment of the principal of, and Premium, if any, and interest on all of the Equipment Notes from time to time outstanding under the Indenture 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 the Equipment Notes and in the Equipment Notes, subject to the terms and conditions of the Indenture, and in consideration of the premises and of the covenants contained in the Indenture 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 sold, assigned, transferred, pledged and confirmed, and does hereby sell, assign, transfer, pledge and confirm, a security interest in and mortgage lien on all right, title and interest of the Owner Trustee in and to the property comprising the Equipment described in the copy of Lease Supplement No. 7 attached hereto, and (ii) has sold, assigned, transferred and set over, a security interest in and mortgage lien on all of the right, title and interest of the Owner Trustee under, in and to such Lease Supplement (excluding, however, any rights to Excepted Property thereunder), referred to above, 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.

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.

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 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 Equipment referred to in the aforesaid Lease Supplement attached hereto and made a part hereof has been delivered to the Owner Trustee and is 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.

IN WITNESS WHEREOF, the Owner Trustee has caused this Indenture Supplement to be duly executed by one of its duly authorized officers, as of the day and year first above written.

GARC II 98-A Railcar Trust
By: Wilmington Trust Company,
not in its individual capacity,
but solely as Owner Trustee

By:
Name: Anita Rosell
Title: Financial Services Officer

U.S. Bank National Association, as successor
to State Street Bank and Trust Company,
not in its individual capacity, but solely
as Indenture Trustee

By:_____
Name:
Title:

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 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 Equipment referred to in the aforesaid Lease Supplement attached hereto and made a part hereof has been delivered to the Owner Trustee and is 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.

IN WITNESS WHEREOF, the Owner Trustee has caused this Indenture Supplement to be duly executed by one of its duly authorized officers, as of the day and year first above written.

GARC II 98-A Railcar Trust
By: Wilmington Trust Company,
not in its individual capacity,
but solely as Owner Trustee

By:_____
Name:
Title:

U.S. Bank National Association, as successor
to State Street Bank and Trust Company,
not in its individual capacity, but solely
as Indenture Trustee

By:_____
Name: DONALD E. SMITH
Title: VICE PRESIDENT

State of Delaware)
) SS
County of New Castle)

On this 23 day of November, 2004, before me personally appeared Anita Rosell, to me personally known, who being by me duly sworn, say that he/she is a Officer of GARC II 98-A 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.

Jacqueline Solone
Notary Public

SEAL
My Commission Expires:

JACQUELINE SOLONE
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires February 4, 2005

State of Massachusetts)
) SS
County of Suffolk)

On this ___ day of _____, 2004, before me personally appeared _____, to me personally known, who being by me duly sworn, say that he/she is a _____ of U. S. Bank National Association, as successor to State Street Bank and 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

SEAL
My Commission Expires:

State of Delaware)
) SS
County of New Castle)

On this ___ day of _____, 2004, before me personally appeared _____, to me personally known, who being by me duly sworn, say that he/she is a _____ of GARC II 98-A 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

SEAL
My Commission Expires:

State of Massachusetts)
) SS
County of Suffolk)

On this 19th day of November, 2004, before me personally appeared DONALD E. SMITH to me personally known, who being by me duly sworn, say that he/she is a VICE PRESIDENT of U. S. Bank National Association, as successor to State Street Bank and 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

SEAL
My Commission Expires:

SCHEDULE 1

Car Type	DOT Class	Car Marking
C614	Power Flow 110 Ton	GPFX 011668