RECORDATION NO. 20895-MM FILED

JUL 20 '05 8-24 AM

SURFACE TRANSPORTATION BOARD

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OF COUNSEL
URBAN A. LESTER

July 19, 2005

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 Lease Supplement No. 12 (GARC Trust No. 97-1), dated as of June 6, 2005, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Equipment Lease Agreement (GARC Trust No. 97-1) which was previously filed with the Commission under Recordation Number 20895.

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

Lessor:	U.S. Bank National Association (as successor to State Street Bank and Trust Company) 225 Franklin Street Boston, Massachusetts 02101
Lessee:	General American Railcar Corporation 500 Monroe Street Chicago, Illinois 60661

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

Railcars GACX 006932 and GATX 067279 are being replaced by GACX 007420 and GATX 072222.

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

Lease Supplement No. 12 (GARC Trust No. 97-1).

Also enclosed is a check in the amount of $33.00 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/bjg
Enclosures

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SURFACE TRANSPORTATION BOARD

LEASE SUPPLEMENT NO. 12
(GARC Trust No 97-1)

This Lease Supplement No. 12, dated as of June 6, 2005, between U.S. Bank National Association, as successor to State Street Bank and Trust Company of Connecticut N.A., not in its individual capacity but solely as Owner Trustee under the Trust Agreement ("Lessor"), and General American Railcar Corporation, a Delaware corporation ("Lessee");

WITNESSETH:

The Lessor and the Lessee have heretofore entered into that certain Equipment Lease Agreement (GARC Trust No. 97-1) dated as of September 24, 1997 (the "Lease"). The terms used herein are used with the meanings specified 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 Units 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 Units 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 on 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 internal laws and decisions of the State of New York, *provided, however*, that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation.

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.

U.S. Bank National Association, as successor to
State Street Bank and Trust Company of
Connecticut N.A., not in its
individual capacity but solely as Owner Trustee

By: _____
Name: ALISON D R NADEAU
Title: VICE PRESIDENT

General American Railcar Corporation

By: _____
Name: Ray West
Title: Vice President

Commonwealth of Massachusetts)
) SS
County of Suffolk)

On this 15 day of June, 2005, before me personally appeared ALISON D.B. NADEAU, to me personally known, who being by me duly sworn, say that he/she VICE PRESIDENT of U.S. Bank National Association, as successor to State Street Bank and Trust Company of Connecticut 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.

Notary Public

[Notarial Seal]

My commission expires:

RACHEL M. SYLVIA
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES FEBRUARY 18, 2011

State of Illinois)
) SS
County of Cook)

On this 6th day of June 2005, 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, 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.

Patricia Lodge
Notary Public

[Notarial Seal]

OFFICIAL SEAL
PATRICIA LODGE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 01-25-07

My commission expires:

SCHEDULE 1

Car Type	DOT Class	Car Marking
C114	Covered Hopper	GACX 007420
T106	111-A-100-W-1	GATX 072222