

RECORDATION NO. 22426-X FILED

MAY 07 '09 -12 00 PM

SURFACE TRANSPORTATION BOARD

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)

OF COUNSEL
URBAN A. LESTER

May 7, 2009

Anne K. Quinlan, Esquire
Acting Secretary
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Lease Supplement No. 8 (GARC III 99-B), dated March 30, 2009, 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 III 99-B) previously filed with the Board under Recordation Number 22426.

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

Lessor:	GARC III 99-B Railcar Trust c/o Wilmington Trust Company 1100 North Market Street Wilmington, DE 19890
Lessee:	General American Railcar Corporation III 500 West Monroe Street Chicago, IL 60661

Anne K. Quinlan, Esquire
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A description of the railroad equipment covered by the enclosed document
is:

1 railcar ADDED: GATX 80342.

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

Lease Supplement No. 8 (GARC III 99-B).

Also enclosed is a check in the amount of \$41.00 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/sem
Enclosures

MAY 07 '09 -12 00 PM

**LEASE SUPPLEMENT NO. 8
(GARC III 99-B)**

SURFACE TRANSPORTATION BOARD

This Lease Supplement No. 8, dated as of March 30, 2009, between GARC III 99-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 III, a Delaware corporation ("Lessee");

WITNESSETH:

Lessor and Lessee have heretofore entered into that certain Equipment Lease Agreement (GARC III 99-B) dated as of September 1, 1999 (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.

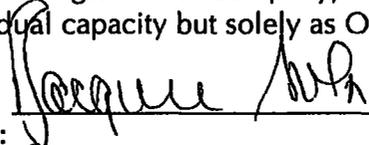
IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement to be duly executed as of the day and year first above written and to be delivered as of the date first above written.

Lessor:

GARC III 99-B Railcar Trust
By: Wilmington Trust Company, not in its individual capacity but solely as Owner Trustee

By:

Name:


Jacqueline E. Solone

Title:

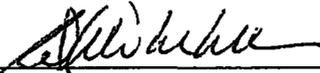
~~Administrative Account Manager~~

Lessee:

General American Railcar Corporation III

By:

Name:


William M. Muckian
Senior Vice President, Controller &
Chief Accounting Officer

State of Delaware)
) SS
County of New Castle)

On this 27 day of April, 2009, before me personally appeared Jacqueline E. Solone, ~~Administrative Account Manager~~ Administrative Account Manager to me personally known, who being by me duly sworn, say that Jacqueline E. Solone of GARC II 98-B 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/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public *Vernessa E Robinson*

[Notarial Seal]

My commission expires: **VERNESSA E. ROBINSON**
Notary Public - State of Delaware
My Comm. Expires Oct. 26, 2010



State of Illinois)
) SS
County of Cook)

On this 30th day of March 2009, before me personally appeared William M. Muckian, to me personally known, who being by me duly sworn, say that he is Senior Vice President, Controller & Chief Accounting Officer of General American Railcar Corporation III, that said instrument was signed on such date no 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 **PATRICIA LODGE**
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 01-25-11



SCHEDULE 1

Car Type

DOT Class

Car Marking

T108

111A100-W-1

GATX 080342

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: _____

5/7/09



Robert W. Alvord