

RECORDATION NO. 21677-BB FILED

JUN 30 '09. -9 0 0 AM

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)

June 30, 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 II 98-C), dated June 1, 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 II 98-C) previously filed with the Board under Recordation Number 21677.

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

Owner Trustee/ Lessor:	GARC II 98-C Railcar Trust c/o Wilmington Trust Company 1100 North Market Wilmington, DE 19890
Lessee:	General American Railcar Corporation II 500 West Monroe Street Chicago, IL 60661

Anne K. Quinlan, Esquire
June 30, 2009
Page 2

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

1 railcar ADDED: GACX 7417.

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

Lease Supplement No. 8 (GARC II 98-C).

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

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LEASE SUPPLEMENT NO. 8
(GARC II 98-C)

SURFACE TRANSPORTATION BOARD

This Lease Supplement No. 8, dated as of June 1, 2009, between GARC II 98-C 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-C) 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 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 laws of the State of New York, including all matters of construction, validity and performance, without regard to principles of conflicts of laws.

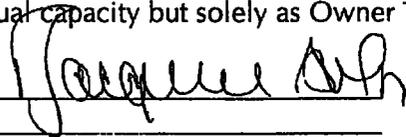
5. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together constituting one and the same instrument.

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:

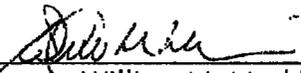
GARC II 98-C Railcar Trust

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

By: 
Name: _____
Title: _____

Lessee:

General American Railcar Corporation II

By: 
Name: William M. Muckian
Title: Senior Vice President, Controller & Chief Accounting Officer

Receipt of this original counterpart of the foregoing Lease Supplement is hereby acknowledged on this ____ day of _____ 2009.

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

By: _____
Name: _____
Title: _____

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-C Railcar Trust

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

By: _____
Name: _____
Title: _____

Lessee:

General American Railcar Corporation II

By:  _____
Name: William M. Muckian
Title: Senior Vice President, Controller & Chief Accounting Officer

Receipt of this original counterpart of the foregoing Lease Supplement is hereby acknowledged on this 27th day of July, 2009.

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

By:  _____
Name: Alison B. Nadeau
Title: Vice President

State of Delaware)
) SS
County of New Castle)

On this 25th day of June, 2009, before me personally appeared Jacqueline Solone, ~~Financial Services Officer~~ Financial Services Officer personally known, who being by me duly sworn, say that he/she is a _____ 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/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public Dianne M. Bruton

[Notarial Seal]

My commission expires:

DIANNE M. BRUTON
Notary Public - State of Delaware
My Comm. Expires Nov. 27, 2011



State of Illinois)
) SS
County of Cook)

On this 16th day of June, 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 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>
C314	Covered Hopper	GACX 007417

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: _____

6/30/09



Robert W. Alvord