

RECORDATION NO. 17809-B FILED

OCT 30 '09 -9 00 AM

SURFACE TRANSPORTATION BOARD

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

OF COUNSEL
URBAN A. LESTER

October 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 an Supplement No. 13 to Capital Lease Agreement, dated as of October 23, 2009 a secondary document, as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Capital Lease which was previously filed with the Board under Recordation Number 17809.

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

Lessor: Railcar Associates, L.P.
33 West Monroe Street
Chicago IL 60603

Lessee: GE Capital Railcar Associates, Inc.
161 North Clark Street
Chicago, IL 60601

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

332 railcars REMOVED bearing AN, ANAX, ARDP, CHTT, CJPX, DME, EEC, GMSR, HS, ICE, ITLX, KWT, KYRX, LNAC, MET, MILW, MJ, MR, NAHX, PLCX, PTLX, RSP, SLR, SOU, SRN, TLCX, TLDX, USEX, USLX, WC, AGLF, IATR, OHCR, SOO, MSRC, PLWX and RVPR reporting marks; AND 13 railcars ADDED: NATX 160165 and within the series NATX 310007 - NATX 310027 as more particularly set forth in the attachment to the document.

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

Supplement No. 13 to Capital Lease Agreement

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 copy of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/sem
Enclosures

RECORDATION NO. 17809-B FILED

OCT 30 '09 9 00 AM

SURFACE TRANSPORTATION BOARD

SUPPLEMENT NO. 13

to

**Capital Lease Agreement
dated as of June 1, 1992
(the "Lease")**

dated as of
October 23, 2009

between

**RAILCAR ASSOCIATES, L.P.
("Lessor")**

and

**GE CAPITAL RAILCAR ASSOCIATES, INC.
("Lessee")**

Filed with the Surface Transportation Board pursuant to 49 U.S.C. § 11303 on _____,
20__ at _____ [A.M./P.M.], recordation number _____

**SUPPLEMENT NO. 13
to Capital Lease Agreement**

This SUPPLEMENT TO CAPITAL LEASE AGREEMENT dated as of this 23rd day of October, 2009 (this "Supplement") is entered into by and between Railcar Associates, L.P., a Delaware limited partnership ("Lessor"), and GE Capital Railcar Associates, Inc., a Delaware corporation ("Lessee")

Recitals

WHEREAS, Lessor and Lessee are party to that certain Capital Lease Agreement dated as of June 1, 1992 (as amended, supplemented and otherwise modified, the "Lease");

WHEREAS, Lessee is causing or has caused its affiliate, General Electric Railcar Services Corporation, a Delaware corporation ("GERSCO"), to transfer to Lessor certain railcars in substitution for certain Railcars (as such term is defined in the Lease) previously subject to the Lease pursuant to the agreements listed on Exhibit A hereto (the "Exchange Agreements"), as provided in Section 11.2 of the Lease;

WHEREAS, Section 11.2 of the Lease provides that the railcars transferred pursuant to the Exchange Agreements to the Lessor "shall be included as part of the Railcars by supplement hereto",

WHEREAS, Lessor and Lessee have agreed that the Railcars transferred pursuant to the Exchange Agreements to the Lessee shall be removed from the Lease,

NOW, THEREFORE, in consideration of the premises set forth above, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties hereto, the parties hereto agree as follows:

1. REMOVED RAILCARS.

Each railcar identified on Schedule 1 has been transferred by Lessor to GERSCO pursuant to one of the Exchange Agreements and is therefore no longer a Railcar (as defined in the Lease) and, effective as of the date of the Exchange Agreement applicable to such railcar, no longer subject to the terms and conditions of the Lease. Appendix A of the Lease is hereby amended by the removal of the railcars identified on Schedule 1.

2. ADDED RAILCARS.

Each railcar identified on Schedule 2 is hereby added as Railcars (as defined in the Lease) under the Lease, and, effective as of the date of the Exchange Agreement applicable to such railcar, each such railcar shall be subject to all the terms and conditions of the Lease in all respects as though such railcar had been part of the Railcars specifically described in the Lease. Appendix A of the Lease is hereby amended by the addition of the railcars identified on Schedule 2.

3. LEASE, AS AMENDED AND SUPPLEMENTED.

Upon effectiveness of this Supplement, each reference in the Lease and in any other document describing or referencing the Lease, whether as "this Lease", "hereunder", "herein", "hereof" or words of like import, shall henceforth mean and be a reference to the Lease, as further supplemented and amended by this Supplement.

4. CONTINUATION OF LEASE.

Except as specifically supplemented or amended hereby, the Lease is and shall continue to be in full force and effect in all respects, and this Supplement shall not constitute a waiver of any provision of the Lease.

5. FURTHER ASSURANCES.

Lessor and Lessee agree to execute and deliver such other documents and instruments and do all such further acts and things as may be reasonably requested or required by the other party hereto to effectuate the transactions set forth herein and in the Exchange Agreements and to carry out the intent of the parties hereunder and thereunder, including without limitation release of any lien to which any railcar described on Schedule 1 or Schedule 2 may be subject.

6. SEVERABILITY.

Any term, condition or provision of this Supplement which is, or is deemed to be, void, prohibited or unenforceable in any jurisdiction is, solely as to such jurisdiction, severable herefrom, and is ineffective to the extent of such avoidance, prohibition and unenforceability without in any way invalidating the remaining terms, conditions and provisions hereof. Any such avoidance, prohibition and unenforceability in any jurisdiction does not invalidate or render unenforceable such term, condition or provision in any other jurisdiction.

7. COUNTERPARTS.

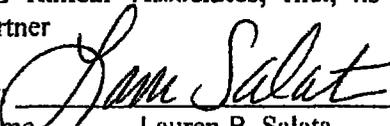
This Supplement may be executed in any number of counterparts, but all of such counterparts shall constitute one and the same agreement. Delivery of an executed signature page to this Supplement shall be effective as delivery of a manually executed counterpart thereof.

[signature page follows]

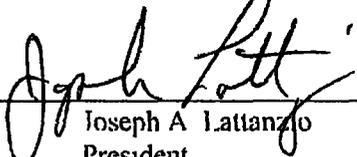
IN WITNESS WHEREOF, Lessor and Lessee have executed this Supplement as of the day and year first set forth above.

LESSOR:
RAILCAR ASSOCIATES, L.P.

By. **GE Railcar Associates, Inc.**, its General Partner

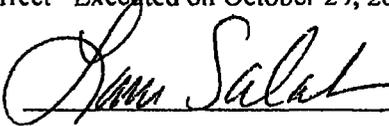
By 
Name. Lauren B. Salata
Title Treasurer

LESSEE:
GE CAPITAL RAILCAR ASSOCIATES, INC.

By 
Name. Joseph A. Lattanzio
Title President

ACKNOWLEDGEMENTS

I, Lauren B Salata, certify that I am Treasurer of GE Railcar Associates, Inc , the General Partner of Railcar Associates, L.P , that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the corporation I further declare under penalty of perjury that the foregoing is true and correct Executed on October 23, 2009



I, Joseph A Lattanzio, certify that I am President of GE Capital Railcar Associates, Inc , that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the corporation I further declare under penalty of perjury that the foregoing is true and correct Executed on October 23, 2009

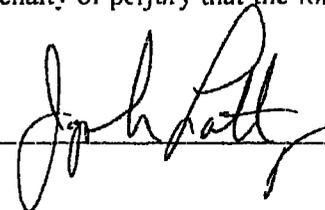


EXHIBIT A

Exchange Agreements

Exchange Agreement Itel 146 entered into as of the 22nd day of October, 2009 by and among Railcar Associates, L.P., General Electric Railcar Services Corporation and GE Capital Railcar Associates, Inc.

SCHEDULE 1

Removed Railcars

	Car Mark	Car Number		Car Mark	Car Number
1	AN	2056	61	PTLX	120188
2	ANAX	4343	62	PTLX	120291
3	ARDP	787018	63	PTLX	120319
4	CHTT	50051	64	PTLX	14476
5	CHTT	50333	65	PTLX	14637
6	CHTT	50374	66	PTLX	17142
7	CHTT	50395	67	PTLX	220026
8	CJPX	368615	68	PTLX	220038
9	DME	15728	69	PTLX	220064
10	DME	30043	70	PTLX	223364
11	EEC	50055	71	PTLX	223556
12	EEC	50313	72	PTLX	223568
13	EEC	61064	73	PTLX	223640
14	GMSR	49529	74	PTLX	26173
15	HS	11153	75	PTLX	31868
16	HS	89176	76	PTLX	34047
17	HS	902060	77	PTLX	34362
18	HS	903387	78	PTLX	35220
19	ICE	23648	79	PTLX	35248
20	ICE	23837	80	PTLX	41122
21	ICE	23952	81	PTLX	41149
22	ICE	24010	82	PTLX	41160
23	ICE	24197	83	PTLX	41209
24	ICE	24279	84	PTLX	41213
25	ITLX	101634	85	PTLX	41228
26	ITLX	30413	86	PTLX	41259
27	ITLX	41295	87	PTLX	41271
28	ITLX	41602	88	PTLX	41314
29	ITLX	41864	89	PTLX	41348
30	ITLX	42025	90	PTLX	41354
31	ITLX	42054	91	PTLX	41422
32	ITLX	44010	92	PTLX	41461
33	KWT	115	93	PTLX	41505
34	KYRX	31062	94	PTLX	41599
35	LNAC	3000	95	PTLX	41706
36	LNAC	5507	96	PTLX	41783
37	LNAC	6070	97	PTLX	41844
38	MET	13331	98	PTLX	41922
39	MET	13417	99	PTLX	41986
40	MILW	100386	100	PTLX	41999
41	MJ	5523	101	PTLX	42113
42	MR	12026	102	PTLX	42127
43	MR	12084	103	PTLX	42185
44	NAHX	80230	104	PTLX	42281
45	PLCX	1140	105	PTLX	42287
46	PLCX	1159	106	PTLX	82011
47	PLCX	1161	107	PTLX	82013
48	PLCX	16767	108	PTLX	82017
49	PLCX	16780	109	RSP	2203
50	PLCX	16783	110	SLR	5036
51	PLCX	16787	111	SLR	89111
52	PLCX	16802	112	SLR	89114
53	PLCX	16807	113	SLR	89139
54	PLCX	16808	114	SLR	89143
55	PLCX	220303	115	SLR	89150
56	PLCX	220731	116	SLR	89171
57	PLCX	220742	117	SLR	902083
58	PLCX	813	118	SLR	902098
59	PTLX	120152	119	SLR	902248
60	PTLX	120183	120	SLR	902258

	Car Mark	Car Number		Car Mark	Car Number
121	SLR	902268	181	MDW	13146
122	SLR	903408	182	OHCR	2067
123	SOU	90853	183	PTLX	26163
124	SRN	1258	184	PTLX	41092
125	TLCX	19073	185	PTLX	41171
126	TLCX	30374	186	PTLX	41185
127	TLCX	30808	187	PTLX	41318
128	TLCX	30983	188	PTLX	41331
129	TLCX	31813	189	PTLX	41333
130	TLCX	31829	190	PTLX	41363
131	TLCX	32508	191	PTLX	41379
132	TLCX	38433	192	PTLX	41673
133	TLCX	38484	193	PTLX	41700
134	TLCX	38512	194	PTLX	41825
135	TLDX	120028	195	PTLX	41925
136	TLDX	120069	196	PTLX	41943
137	TLDX	216034	197	PTLX	41949
138	TLDX	216076	198	PTLX	41950
139	TLDX	223061	199	PTLX	41969
140	TLDX	223063	200	PTLX	41977
141	TLDX	223108	201	PTLX	41984
142	TLDX	223120	202	PTLX	42026
143	TLDX	223132	203	PTLX	42077
144	TLDX	2890	204	PTLX	42190
145	TLDX	9102	205	PTLX	42191
146	TLDX	92347	206	PTLX	42192
147	TLDX	92380	207	PTLX	42198
148	USEX	315	208	PTLX	42200
149	USLX	10468	209	PTLX	42202
150	USLX	5709	210	PTLX	42203
151	USLX	5734	211	PTLX	42206
152	USLX	5736	212	PTLX	42208
153	USLX	5740	213	PTLX	42209
154	USLX	5741	214	PTLX	42210
155	USLX	5742	215	PTLX	42211
156	WC	36002	216	PTLX	42214
157	WC	36004	217	PTLX	42215
158	WC	36009	218	PTLX	42224
159	WC	36014	219	PTLX	42226
160	WC	36073	220	PTLX	82015
161	WC	36074	221	SLR	5023
162	WC	36112	222	SLR	89102
163	WC	36135	223	SLR	89110
164	WC	36150	224	SLR	89113
165	WC	36172	225	SLR	89148
166	WC	36177	226	SLR	89154
167	WC	36184	227	SLR	89187
168	AGLF	2637	228	SLR	89192
169	HS	24077	229	SLR	89195
170	HS	24078	230	SLR	902064
171	HS	24081	231	SLR	903400
172	HS	24250	232	SLR	903404
173	HS	24282	233	SLR	903414
174	HS	24284	234	SOO	54842
175	HS	25009	235	TLCX	26077
176	HS	25049	236	TLCX	30092
177	HS	903389	237	TLCX	31765
178	IATR	105696	238	FLCX	35092
179	ITLX	42099	239	FLCX	38326
180	ITLX	42110	240	FLDX	216011

241	TLDX	216060			
242	TLDX	216100	301	PTLX	42254
243	TLDX	223177	302	PTLX	92428
244	TLDX	2558	303	RVPR	192184
245	TLDX	9064	304	SLR	89120
246	USLX	5743	305	SLR	89121
247	DME	23487	306	SLR	89124
248	EEC	50896	307	SLR	89125
249	EEC	50999	308	SLR	89144
250	HS	2516	309	SLR	89149
251	HS	3903	310	SLR	89169
252	HS	902124	311	SLR	89177
253	HS	902284	312	SLR	89196
254	HS	902631	313	SLR	902066
255	HS	902632	314	SLR	902091
256	HS	902716	315	SLR	902256
257	HS	902729	316	SLR	902259
258	HS	902759	317	SLR	902260
259	HS	902778	318	SLR	902267
260	HS	903237	319	TFM	84345
261	HS	903246	320	TFM	84346
262	HS	903373	321	TLCX	30716
263	ICE	23508	322	TLCX	30738
264	ICE	23519	323	TLCX	30818
265	ICE	23558	324	TLCX	35001
266	ICE	23587	325	TLCX	37988
267	ICE	23598	326	TLCX	37992
268	ICE	23621	327	TLCX	38552
269	ICE	23626	328	TLDX	223056
270	ICE	23635	329	TLDX	223059
271	ICE	24044	330	TLDX	92355
272	ITLX	42100	331	USLX	19061
273	ITLX	42147	332	USLX	5716
274	LNAC	5861			
275	MSRC	11844			
276	NAHX	330524			
277	PLCX	220695			
278	PLCX	220739			
279	PLWX	63272			
280	PTLX	14593			
281	PTLX	220090			
282	PTLX	26123			
283	PTLX	31952			
284	PTLX	33245			
285	PTLX	34246			
286	PTLX	34956			
287	PTLX	41102			
288	PTLX	41246			
289	PTLX	41373			
290	PTLX	41502			
291	PTLX	41792			
292	PTLX	41966			
293	PTLX	42195			
294	PTLX	42197			
295	PTLX	42216			
296	PTLX	42217			
297	PTLX	42220			
298	PTLX	42221			
299	PTLX	42227			
300	PTLX	42229			

SCHEDULE 2

Added Railcars

	Car Mark	Car Number
1	NATX	310126
2	NATX	310127
3	NATX	160165
4	NATX	310007
5	NATX	310013
6	NATX	310015
7	NATX	310016
8	NATX	310018
9	NATX	310019
10	NATX	310020
11	NATX	310021
12	NATX	310022
13	NATX	310023

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:

10/30/09



Robert W. Alvord