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20006-2973

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November 17, 1999

RECORDATION NO. 17038-I, J, K FILED

Ken Bortman
Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

NOV 17 '99

11-00 AM

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are five (5) copies each of the following secondary documents: Supplement No. 3 to Security Agreement, Lease Supplement No. 4 and Bill of Sale and Partial Release, all dated February 24, 1999.

The enclosed documents relate to the Equipment Lease Agreement (GATC 90-1) previously filed with the Commission under Recordation Number 17038.

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

Supplement No. 3 to Security Agreement
Bill of Sale and Partial Release

Owner Trustee: Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

Security Trustee: Harris Trust and Savings Bank
PO Box 755
Chicago, Illinois 60690

Mr. Vernon A. Williams
November 17, 1999
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Lease Supplement No. 4

Lessor: Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

Lessee: General American Transportation Corporation
500 West Monroe Street
Chicago, Illinois 60661

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

Railcar GATX 053956 is deleted from, and railcar GATX 053983 is added to, the Lease and Indenture

Also enclosed is a check in the amount of \$78.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of each of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures

NOV 17 '99

11-00 AM

**SUPPLEMENT NO. 3 TO SECURITY AGREEMENT
(GATC Trust No. 90-1)**

This Supplement No. 3 to Security Agreement (GATC Trust No. 90-1), dated February 24, 1999 (this "Indenture Supplement"), of Wilmington Trust Company, not in its individual capacity but solely as Trustee (the "Debtor") under the Trust Agreement (GATC Trust No. 90-1), dated as of September 28, 1990 (the "Trust Agreement"), for the benefit of MetLife Capital Corporation, as successor to Sequa Capital Corporation, (the "Trustor"); to Harris Trust and Savings Bank (the "Secured Party").

WITNESSETH:

WHEREAS, the Security Agreement - Trust Deed (GATC Trust No. 90-1) dated as of September 28, 1990 (the "Security Agreement"), between the Debtor and the Secured Party provides for the mortgage to the Secured Party of Items of Equipment leased to the Lessee in substitution for damaged or destroyed Items of Equipment previously leased to the Lessee; and

WHEREAS, the Security Agreement relates to the Item of Equipment described in the copy of the Lease Supplement of even date herewith attached hereto and made a part hereof.

NOW, THEREFORE, in order to secure the prompt payment of the principal of and premium, if any, and interest on all of the Notes from time to time outstanding under the Security Agreement and the performance and observance by the Debtor of all the agreements, covenants and provisions in the Security Agreement for the benefit of the holders of the Notes and in the Notes, subject to the terms and conditions of the Security Agreement, and in consideration of the premises and of the covenants contained in the Security Agreement and of the acceptance of the Notes by the holders thereof, and of the sum of \$1.00 paid to the Debtor by the Secured Party at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Debtor (i) has conveyed, warranted, mortgaged, assigned, pledged and granted, and does hereby convey, warrant, mortgage, assign, pledge and grant to the Secured Party, a security interest in, all and singular of the Debtor's right, title and interest in and to the property comprising the Item of Equipment described in the copy of the Lease Supplement attached hereto, and (ii) has conveyed, warranted, mortgaged, assigned, pledged and granted to the Secured Party, its successors in trust and assigns, a security interest, in all and singular of the Debtor's right, title and interest under, in and to the Lease Supplement of even date herewith (excluding, however, any rights to Excepted Property thereunder), referred to above, for the benefit of the holders from time to time of the Notes.

This Supplement shall be construed as supplemental to the Security Agreement and shall form a part of it, and the Security Agreement is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

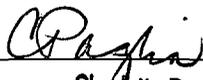
The Supplement may be executed by the Debtor in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Supplement.

The terms used herein are used with the meanings specified in the Security Agreement.

AND FURTHER, the Debtor hereby acknowledges that the Item of Equipment referred to in the aforesaid Lease Supplement attached hereto and made a part hereof has been delivered to the Debtor and is included in the property of the Debtor covered by all the terms and conditions of the Trust Agreement, subject to the pledge or mortgage thereof under the Security Agreement.

IN WITNESS WHEREOF, the Debtor and the Secured Party have caused this Supplement No. 3 to Security Agreement to be duly executed by one of its duly authorized officers, as of the day and year first above written.

Wilmington Trust Company,
not in its individual capacity,
but as Trustee under

By: 
Name: Charlotte Paglia
Title: Financial Services Officer

Harris Trust and Savings Bank, not in its
individual capacity, but solely as the
Security Trustee

By: _____
Name:
Title:

The terms used herein are used with the meanings specified in the Security Agreement.

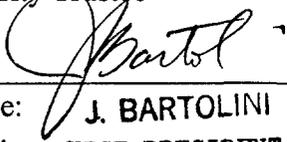
AND FURTHER, the Debtor hereby acknowledges that the Item of Equipment referred to in the aforesaid Lease Supplement attached hereto and made a part hereof has been delivered to the Debtor and is included in the property of the Debtor covered by all the terms and conditions of the Trust Agreement, subject to the pledge or mortgage thereof under the Security Agreement.

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Wilmington Trust Company,
not in its individual capacity,
but as Trustee under

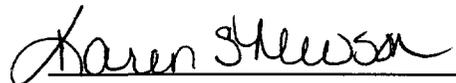
By: _____
Name:
Title:

Harris Trust and Savings Bank, not in its
individual capacity, but solely as the
Security Trustee

By: 
Name: **J. BARTOLINI**
Title: **VICE PRESIDENT**

State of Delaware)
) SS
County of New Castle)

On this 19th day of October 1999, before me personally appeared CHARLOTTE PAGLIA,
me personally known, who being by me duly sworn, say that he is Financial Services Officer
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: **KAREN STANETTE NEWSON**
NOTARY PUBLIC-DELAWARE
My Commission Expires June 28, 2001

State of Illinois)
) SS
County of Cook)

On this ___ day of _____ 1999, before me personally appeared
_____, to me personally known, who being by me duly sworn, say that he is
_____ of Harris Trust and Savings bank, 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)

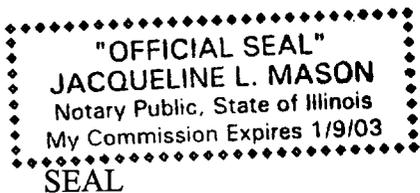
On this ___ day of _____ 1999, before me personally appeared _____, to me personally known, who being by me duly sworn, say that he is _____ of Wilmington Trust Company, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

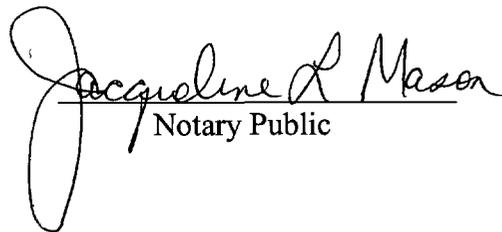
SEAL
My Commission Expires:

State of Illinois)
) SS
County of Cook)

On this 5th day of March 1999, before me personally appeared J. BARTOLINI, to me personally known, who being by me duly sworn, say that he is VICE PRESIDENT of Harris Trust and Savings bank, 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.



My Commission Expires: 1-9-03



Notary Public