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ELIAS C. ALVORD (1942)  
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OF COUNSEL  
URBAN A. LESTER

August 20, 2002

RECORDATION NO. 17121-55 FILED

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

AUG 21 '02 8-30 AM

SURFACE TRANSPORTATION BOARD

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are five (5) copies of Supplement No. 11 to Security Agreement, dated July 10, 2002, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed documents relate to the Equipment Lease and Security Agreement (GATC Trust No. 90-2) which were previously filed with the Commission under Recordation Number 17121.

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

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

Secured Party: BNY Midwest Trust Company  
2 N. LaSalle Street  
Suite 1020  
Chicago, IL 60602

Mr. Vernon A. Williams  
August 20, 2002  
Page Two

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

railcar GATX 023313 is being added to the Security Agreement

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

Supplement No. 11 to the Security Agreement

Also enclosed is a check in the amount of \$30.00 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/anr  
Enclosures

**SUPPLEMENT NO. 11 TO SECURITY AGREEMENT  
(GATC Trust No. 90-2)**

AUG 21 '02 8-30 AM

SURFACE TRANSPORTATION BOARD

This Supplement No. 11 to Security Agreement (GATC Trust No. 90-2), dated July 10, 2002 (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. 90-2), dated as of December 14, 1990 (the "Trust Agreement"), between the Debtor in its individual capacity and, Verizon Capital Corporation, as Owner Participant and BNY Midwest Trust Company (the "Secured Party").

## WITNESSETH:

WHEREAS, the Security Agreement - Trust Deed (GATC Trust No. 90-2) dated as of December 14, 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 Items 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 Indenture and shall form a part of it, and the Security Agreement is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

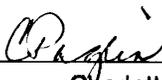
The Supplement may be executed by the Debtor in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Supplement.

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 has caused this Supplement No. 11 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 Owner Trustee under

By:   
Name: **Charlotte Paglia**  
Title: **Senior Financial Services Officer**

BNY Midwest Trust Company, not in its  
individual capacity, but solely as the  
Secured Party

By: \_\_\_\_\_  
Name:  
Title:

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 has caused this Supplement No. 11 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 Owner Trustee under

By: \_\_\_\_\_  
Name:  
Title:

BNY Midwest Trust Company, not in its  
individual capacity, but solely as the  
Secured Party

By:  \_\_\_\_\_  
Name: J. BARTOLINI  
Title: ~~VICE PRESIDENT~~

State of Delaware )  
 ) SS  
County of New Castle )

On this 26 day of July 2002, before me personally appeared **Charlotte Paglia**,  
to me personally known, who being by me duly sworn, say that he is ~~Senior 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:  
DEBORAH L. GEORGE  
NOTARY PUBLIC-DELAWARE  
My Commission Expires Nov. 21, 2003

State of Illinois )  
 ) SS  
County of Cook )

On this \_\_\_ day of \_\_\_\_\_ 2002, before me personally appeared  
\_\_\_\_\_, to me personally known, who being by me duly sworn, say that he  
is \_\_\_\_\_ of BNY Midwest 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 Delaware        )  
  )       SS  
County of New Castle    )

On this \_\_\_ day of \_\_\_\_\_ 2002, 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 26 day of July 2002, before me personally appeared J. BARTOLINI, to me personally known, who being by me duly sworn, say that he is VICE PRESIDENT of BNY Midwest 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.



*Linda Ellen Garcia*  
\_\_\_\_\_  
Notary Public

SEAL  
My Commission Expires:

**SCHEDULE 1**

<b>Car Type</b>	<b>DOT Classification</b>	<b>Car Marking</b>
T106	111A100W1	GATX 023313