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**SUPPLEMENT NO. 2 TO SECURITY AGREEMENT
(GATC Trust No. 90-1)**

This Supplement No.2 to Security Agreement (GATC Trust No. 90-1), dated April 25, 1997 (this "Indenture Supplement"), is from Wilmington Trust Company, a Delaware banking corporation, 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 Items 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 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 and the Secured Party 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.

