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

May 2, 2000

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

RECORDATION NO. 17121-Z FILED  
MAY 2 '00 4-04 PM  
TS  
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 the following secondary documents Lease Supplement No 9, Security Agreement Supplement No 8 and a Bill of Sale and Partial Release, all dated March 14, 2000

The enclosed documents relate to the Equipment Lease (GATC Trust No 90-2) and other documents associated therewith which were previously filed with the Commission/Board under Recordation Number 17121

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

Lease Supplement No 9

Lessor	Wilmington Trust Company Rodney Square North 1100 North Market Street Wilmington, Delaware 19890
Lessee	GATX Rail Corporation (f/k/a General American Transportation Corporation) 500 West Monroe Street Chicago, Illinois 60661

Mr Vernon A. Williams  
May 2, 2000  
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Security Agreement Supplement No 8

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

Secured Party: Harris Trust and Savings Bank  
111 West Monroe Street  
Chicago, Illinois 60603

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  
111 West Monroe Street  
Chicago, Illinois 60603

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

Railcar GATX 003768 deleted from the Lease and Trust Indenture and is replaced by railcar GATX 003876

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 the enclosed documents to the undersigned.

Very truly yours,



Robert W Alvord

RWA/bg  
Enclosures

**SUPPLEMENT NO. 8 TO SECURITY AGREEMENT** MAY 2 '00 4-04 PM  
**(GATC Trust No. 90-2)**

**SURFACE TRANSPORTATION BOARD**

This Supplement No. 8 to Security Agreement (GATC Trust No. 90-2), dated March 14, 2000 (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, Bell Atlantic Credit Corporation, as Owner Participant and Harris Trust and Savings Bank (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.

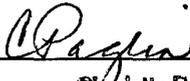
The Supplement may be executed by the Debtor in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Supplement.

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. 8 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  
Secured Party

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.

IN WITNESS WHEREOF, the Debtor has caused this Supplement No. 8 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:  
Title:

Harris Trust and Savings Bank, 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 22 day of March 2000, before me personally appeared CHARLOTTE PAGLIA, to me personally known, who being by me duly sworn, say that he is Financial Services Officer 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.



Karen S. Newson  
Notary Public

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 \_\_\_\_\_ 2000, 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 )

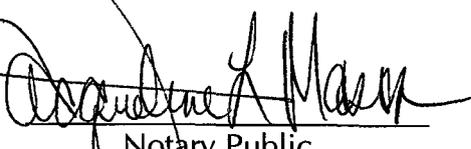
On this \_\_\_ day of \_\_\_\_\_ 2000, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, say that he is \_\_\_\_\_ of Wilmington Trust Company, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, 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 28<sup>th</sup> day of March 2000, 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.

  
\_\_\_\_\_  
Notary Public

SEAL  
My Commission Expires: \_\_\_\_\_  
"OFFICIAL SEAL"  
JACQUELINE L. MASON  
Notary Public, State of Illinois  
My Commission Expires \_\_\_\_\_  
SEAL  
JACQUELINE L. MASON  
Notary Public, State of Illinois  
My Commission Expires 1/8/03