

# ITEL

October 4, 1988

Hon. Noretta R. McGee  
Secretary  
Interstate Commerce Commission  
Washington, DC 20423

8-281A051  
Date OCT 1 1988  
Fee \$ 78.00  
ICC Washington, D.C.

**Itel Rail Corporation**  
55 Francisco Street  
San Francisco, California 94133  
(415) 984-4000

RECORDATION NO. 15063-N  
OCT 7 1988 10 42 AM  
INTERSTATE COMMERCE COMMISSION

TOP OFFICE OF  
THE SECRETARY OF  
OCT 7 10 32 AM '88

Re: Supplement No. 1 to Amendment No. 6 and Release dated as of August 25, 1988, to the Security Agreement between Itel Rail Corporation and Heller Financial, Inc.

Dear Ms. McGee:

On behalf of Itel Rail Corporation, the above instrument, in four (4) counterparts, is hereby submitted for filing and recording pursuant to 49 U.S.C. Section 11303(a), along with the \$13 recordation fee.

Please record this Supplement under the Security Agreement dated as of September 30, 1986, between Itel Rail Corporation and Heller Financial, Inc., which was filed with the ICC on October 7, 1986, under Recordation No. 15063.

The parties to the aforementioned instrument are listed below:

Itel Rail Corporation (Borrower)  
55 Francisco Street  
San Francisco, California 94133

Heller Financial, Inc. (Secured Party)  
200 North LaSalle Street  
Chicago, Illinois 60601

This Supplement identifies fifty-seven (57) 73' centerbeam flatcars bearing reporting marks within the series TOE 4500-4524 and TOE 8016-8074 wherein the Secured Party has no security interest.

Please return to the undersigned the stamped counterparts not required for filing purposes, together with the ICC fee receipt and acknowledgment letter.

Very truly yours,



Patricia Schumacker  
Legal Department

REGISTRATION NO. 15763-14

OCT 7 1988 10 49 AM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENT NO. 1  
TO AMENDMENT NO. 6 AND RELEASE ("AMENDMENT NO. 6")  
TO THE SECURITY AGREEMENT  
BETWEEN ITEL RAIL CORPORATION ("BORROWER")  
AND HELLER FINANCIAL, INC. ("LENDER")

WHEREAS, Borrower and Lender are parties to a Loan and Security Agreement (the "Loan") dated as of September 30, 1986, as amended; and

WHEREAS, in furtherance of the Loan, Borrower and Lender have entered into a Security Agreement (the "Security Agreement") dated as of September 30, 1986, as amended from time to time, including Amendment No. 6; and

WHEREAS, in furtherance of Amendment No. 6, the parties desire that Borrower file supplements thereto which identify the reporting marks of certain flatcars (the "Flatcars") deemed Excluded Rolling Stock and described in paragraph 5 thereto.

NOW, THEREFORE, pursuant to the premises and the covenants and promises contained in the Loan and in the Security Agreement, the parties agree as follows:

1. All capitalized terms used herein shall have the meanings assigned to them in the Security Agreement, unless otherwise stated.
2. Schedule 1 of Amendment No. 6 is hereby supplemented as set forth on Schedule 1-A attached hereto to reflect the reporting marks of fifty-seven (57) Flatcars.

HELLER FINANCIAL, INC.

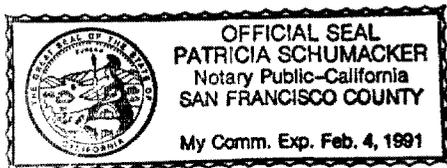
By Allen G. Palmer  
Title Vice President  
Date 9/28/88

ITEL RAIL CORPORATION

By Robert Kiedule  
Title Vice President Finance  
Date 9/27/88

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SAN FRANCISCO )

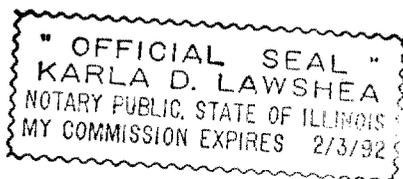
On this 27<sup>th</sup> day of September, 1988, before me personally appeared Robert C. Kiehnle, to me personally known, who being by me duly sworn says that he is Vice President-Finance of ITEL Rail Corporation, that the foregoing Schedule No. 1 to Amendment No. 6 and Release was signed on behalf of 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.



Patricia Schumacker  
Notary Public

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

On this 28<sup>th</sup> day of September, 1988, before me personally appeared Colleen A. Palmer, to me personally known, who being by me duly sworn says that she is Vice President of Heller Financial, Inc., that the foregoing Schedule No. 1 to Amendment No. 6 and Release was signed on behalf of said corporation by authority of its board of directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Karla D. Lawshea  
Notary Public

SCHEDULE 1-A

- (A) 57 Centerbeam Flatcars manufactured by Thrall Car Manufacturing Company, each weighing 100 tons and being 73'0" long, bearing the numbers TOE 4500-4524 and TOE 8016-8074 (non-sequential) and more fully described on Exhibit B attached hereto, together with all accessories, parts, repairs, replacements, substitutions, attachments, modifications, renewals, additions, improvements, upgrades and accessions of, to or upon such flatcars (the "Flatcars");
- (B) any Lease or Sublease, whether presently existing or hereafter arising, as such Lease or Sublease may pertain to the Flatcars; and
- (C) any and all proceeds of the Flatcars, Leases or Subleases, including without limitation any and all proceeds of insurance, indemnity, warranty or guaranty payable with respect to the Flatcars; any and all payments (in any form whatsoever) made or due and payable in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any of the Flatcars by any governmental body, authority, bureau or agency; and all rents, issues, profits, revenues and other monies due and to become due under, and all claims for damages arising out of the breach of, any Lease or Sublease, as such Lease or Sublease relates to the Flatcars.

EXHIBIT B

Equipment Description

<u>Quantity</u>	<u>Manufacturer</u>	<u>Description</u>	<u>Car Nos.</u>
57	Thrall Car Manufacturing Company	73 foot, 100-ton Centerbeam Flatcars	TOE 4500-4524 TOE 8016 TOE 8019 TOE 8020-8021 TOE 8026 TOE 8035-8037 TOE 8040-8041 TOE 8044 TOE 8046 TOE 8048-8050 TOE 8053 TOE 8055-8057 TOE 8061-8064 TOE 8066-8074