

RECORDATION NO. 13048-A FILED 1983

FFB 24 1983 - 12 55 PM

ITEL

INTERSTATE COMMERCE COMMISSION

Rail Division

Two Embarcadero Center
San Francisco, California 94111
(415) 955-9090
Telex 34234

No. 3-055A134
Date FEB 24 1983
Fee \$ 10.00
ICC Washington, D. C.

December 22, 1982

Ms. Agatha Mergenovich, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith on behalf of Itel Corporation, Rail Division ("Itel"), for filing and recordation as an additional filing under the Car Lease Agreement dated as of February 25, 1981 between Itel and Southern Pacific Transportation Company and St. Louis Southwestern Railway Company, which was filed on April 13, 1981 at 2:35 P.M. and given recordation No. 13048, four counterparts of the following document:

13048-A

Assignment of Lease and Agreement dated as of April 10, 1981 by and between Itel Corporation and First Security Bank of Utah, N.A. as Trustee (the "Assignment").

The names and addresses of the parties to the aforementioned Assignment are:

1. Itel Corporation
Rail Division
Two Embarcadero Center
San Francisco, California 94111
2. First Security Bank of Utah, N.A.
79 South Main Street
Salt Lake City, Utah 84111

RECEIVED
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I.C.C.
FEE OPERATION BR.

The Equipment covered by the Assignment is two hundred eighty five (285) 70-ton flush deck flatcars 89'4" in length (A.A.R. mechanical designation FMS) bearing the reporting marks described on Annex A attached hereto.

Also enclosed is a check in the amount of \$10.00 for the required recording fee.

Ms. Agatha Mergenovich, Secretary
December 22, 1982
Page Two

Please stamp all counterparts of the enclosed Amendment with your official recording stamp. You will wish to retain one (1) counterpart of the document for your files; it is requested that the remaining three (3) counterparts be delivered to the bearer of this letter.

Sincerely,



Patricia Salas Pineda
Counsel

PSP:dmm
Enclosures

cc: Michael Walsh, Esq.
Weil, Gotshal & Manges
767 Fifth Avenue
New York, New York 10020

Robert S. Clark, Esq.
Senior Trust Officer
First Security Bank of Utah, N.A.
Corporate Trust Division
79 South Main Street
Salt Lake City, Utah 84111

Linda Lawrence
Itel Corporation

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Patricia Salas Pineda
IteI-Rail Division
Two Embarcadero Cntr.
San Francisco, California 94111

February 24, 1983

Dear Madam:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/24/83 at 12:55PM, and assigned re-
recording number(s). 13048-A, 13048-B, 13077-C, thru 13077-G

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

13048-A

L-0264
9/28/82

RECORDATION NO. 13048-A
FFB 24 1983 - 12 22 PM
INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF LEASE AND AGREEMENT, dated as of and effective as of April 10, 1981 (hereinafter called the "Assignment"), by and between **ITEL CORPORATION**, a Delaware corporation (together with its successors and assigns, being hereinafter called "Itel"), and **FIRST SECURITY BANK OF UTAH, N.A. as Trustee**, a national banking association, incorporated and existing under the laws of the United States of America (hereinafter called the "Trustee").

WHEREAS, Itel and the Trustee has entered into an Equipment Trust Agreement, dated as of November 1, 1978 (such Equipment Trust Agreement, together with any amendments or supplements thereto, being hereinafter called the "Agreement"); and

WHEREAS, Itel and the Providence and Worcester Company (hereinafter called "P&W") entered into a lease of Equipment (as defined in the Agreement), dated as of September 1, 1978 (such lease, together with any amendments or supplements thereto, being hereinafter called the "P&W Lease"), providing for the leasing by Itel to P&W of certain units of the Trust Equipment (as defined in the Agreement); and

WHEREAS, the P&W Lease may also cover the leasing to P&W of other Equipment not included as part of the Trust Equipment; and

WHEREAS, in order to provide security for the obligations of Itel under the Agreement, Itel assigned to Trustee for security purposes all of Itel's rights, title and interest in, to and under the P&W Lease as and only to the extent that the P&W Lease relates to the Trust Equipment by means of six documents, each entitled Assignment of Lease and Agreement, three of which are dated December 28, 1978, two of which are dated March 22, 1979 and one of which is dated September 1, 1978; and

WHEREAS, by an agreement dated as of September 12, 1980 (hereinafter called the "Agency Agreement"), P&W appointed Itel as its agent, with respect to certain units of Trust Equipment under the P&W Lease, bearing reporting marks PW 105301-105600 and PW 105701-105800, (hereinafter the "Flatcars") to enter into one or more sublease agreements with third parties covering some or all of the Flatcars; and

WHEREAS, under the Agency Agreement, as clarified by letter (hereinafter the "Fee Letter") from P&W to Itel, dated September 12, 1980, Itel shall receive all rentals generated by the Flatcars pursuant to any sublease agreement as a fee for acting as P&W's agent; and

WHEREAS, the Agency Agreement operates to assign to Itel; (1) certain rights under the P&W Lease which would otherwise accrue to and only to P&W, including, inter alia, rentals reserved to the P&W, and (2) certain rights under the P&W Lease which would otherwise ultimately accrue to Itel as lessor under the P&W Lease, including, inter alia, rentals to be paid under the P&W Lease; and in order to (a) more specifically identify the existing security for the obligations of Itel under the Agreement as previously assigned by means of the six documents described above, and (b) provide further security for the obligations of Itel under the Agreement, Itel by means of a document entitled Assignment of Agreement dated as of January 8, 1981, assigned for security purposes only its rights in, to and under the Agency Agreement, including, but not limited to, its rights to act as P&W's agent and receive rentals generated by the Flatcars, to the Trustee as and only to the extent that the Agency Agreement relates to the Trust Equipment; and

WHEREAS, by means of the Agency Agreement, Itel, as agent for P&W, has leased to Southern Pacific Transportation Company and St. Louis Southwestern Railway Company (hereinafter collectively called "Lessee") under a lease dated as of February 25, 1981 (such lease, together with any amendments or supplements thereto, being hereinafter called the "Lease") two hundred eighty-five (285) of the Flatcars. Pursuant to the above Lease, Itel has changed the reporting marks on two hundred eighty-five (285) of the Flatcars by remarking the two hundred eighty-five (285) Flatcars with the reporting marks described on Annex I, attached hereto, and has also temporarily modified the two hundred eighty-five (285) Flatcars so that the mechanical designation of the Flatcars has changed from "FC" to "FMS"; and

WHEREAS, the Lease may also cover the leasing to the Lessee of other equipment not included as part of the Trust Equipment; and

WHEREAS, in order to continue to provide security for the obligations of P&W under the P&W Lease and the Agency Agreement, as clarified by the Fee Letter (hereinafter the "Clarified Agency Agreement"), P&W assigned to Itel, for security purposes only, P&W's rights in, to and under the Lease as and only to the extent that the Lease relates to the Flatcars, by way of a document entitled Assignment of Lease and Agreement, dated April 10, 1981 (hereinafter the "P&W Assignment"); and

WHEREAS, in order to continue to provide security for the obligations of Itel under the Agreement, Itel agrees to assign for security purposes only, its rights in, to and under the Lease and the P&W Assignment to the Trustee as and only to the extent that the Lease and the P&W Assignment relate to the Flatcars;

NOW, THEREFORE, in consideration of the payments to be made and the covenants hereinafter mentioned to be kept and performed, the parties hereto agree as follows:

- I. Itel hereby assigns, transfers and sets over unto the Trustee, as collateral security for the payment and performance of Itel's obligations under the Agreement, all of Itel's right, title and interest, powers, privileges and other benefits under the Lease and the P&W Assignment as and only to the extent that the Lease and the P&W Assignment relate to the Flatcars set forth in Annex I hereto, including, without limitation, all rights to receive and collect all rentals, profits and other sums payable to or receivable by Itel from the Lessee under or pursuant to the provisions of the Lease and the P&W Assignment to the extent that the same are payable in respect of such Flatcars, whether as rent, casualty payment, indemnity, liquidated damages or otherwise (such monies being hereinafter called the Payments); **PROVIDED, HOWEVER**, that until an Event of Default under the Agreement, or any event which, with notice or lapse of time or both, could constitute such an Event of Default, shall occur, it is understood that Itel shall be entitled to collect and receive all such Payments and to make all waivers and agreements, to give all notices, consents and releases, to take all action upon the happening of an Event of Default specified in the Lease and the P&W Assignment, and to apply all Payments to which Itel is entitled to the payment of any and all of Itel's obligations under the Agreement and to retain the balance, if any. In furtherance of the foregoing assignment, but subject to the foregoing

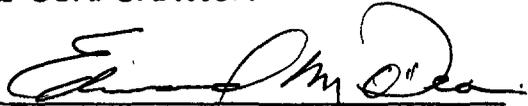
provisions of this paragraph, Itel hereby irrevocably authorizes and empowers the Trustee in its own name, or in the name of its nominee, or in the name of Itel or as its attorney, to ask, demand, sue for, collect and receive any and all Payments to which Itel is or may become entitled under the Lease and the P&W Assignment, and to enforce compliance by the Lessee with all the terms and provisions thereof. Whenever the Lease covers other equipment not included as part of the Trust Equipment and the amount of any payment due to Itel under such Lease as car hire payments (including both straight and incentive per diem), mileage charges or other rental revenues is calculated on an aggregate basis for all equipment leased thereunder, for the purposes of this Assignment an amount equal to the Assigned Fraction (as hereinafter defined) of each such payment shall be deemed to be payable with respect to such Flatcars leased under such Lease. The term "Assigned Fraction" as used herein shall mean a fraction the numerator of which shall be the number of units of equipment comprising such Flatcars leased under such Lease and the denominator of which shall be the aggregate number of units of equipment (including such Flatcars) at the time leased under such Lease.

2. This Assignment is executed only as security for the obligations of Itel under the Agreement and, therefore, the execution and delivery of this Assignment shall not subject the Trustee to, or transfer, or pass, or in any way affect or modify, the liability of Itel under the Lease and the P&W Assignment, it being understood and agreed that notwithstanding this Assignment or any subsequent assignment, all obligations of Itel to the Lessee shall be and remain enforceable by the Lessee, its successor and assigns, against, and only against Itel or persons other than the Trustee.
3. To protect the security afforded by this Assignment, Itel agrees as follows:
 - (a) Itel will faithfully abide by, perform and discharge each and every obligation, covenant and agreement which the Lease and the P&W Assignment provide is to be performed by Itel.
 - (b) At Itel's sole cost and expense, Itel will appear in and defend every action or proceeding arising under, growing out of or in any manner connected with the obligations, duties or liabilities of Itel under the Lease and the P&W Assignment.
 - (c) Should Itel fail to make any payment or to do any act which this Assignment requires Itel to make or do, then the Trustee, but without obligation so to do, after first making written demand upon Itel and affording Itel a reasonable period of time within which to make such payment or do such act, but without releasing Itel from any obligation hereunder, may make or do the same in such manner and to such extent as the Trustee may deem necessary to protect the security provided hereby, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof and the rights or powers of the Trustee, and also the right to perform and discharge each and every obligation, covenant and agreement of Itel contained in the Lease and the P&W Assignment; and in exercising any such powers, the Trustee may pay necessary costs and expense, employ counsel and incur and pay reasonable attorneys' fees, and Itel will reimburse the Trustee for such costs, expenses and fees.

4. Upon the full discharge and satisfaction of all of Itel's obligations under the Agreement and this Assignment, all rights herein assigned to the Trustee shall terminate, and all estate, right, title and interest of the Trustee in and to the Lease and the P&W Assignment shall revert to Itel.
5. Itel will, from time to time, do and perform any other act and will execute, acknowledge, deliver and file, register, deposit and record (and will refile, reregister, rerecord or redeposit whenever required) any and all further instruments required by law or reasonably requested by the Trustee in order to confirm or further assure, the interests of the Trustee hereunder.
6. If an Event of Default shall occur and be continuing under the Agreement, the Trustee may assign all or any of the rights assigned to it hereby or arising under the Lease and the P&W Assignment, including without limitation, the right to receive any Payments due or to become due. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of the Trustee hereunder. The Trustee will give written notice to Itel and the Lessee of any such assignment.
7. This Assignment shall be governed by the laws of the State of Utah, but the parties shall be entitled to all rights conferred by the laws of the United States permitting filing with the Interstate Commerce Commission.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective names, by officers thereunto duly authorized, and their respective seals to be affixed and duly attested, all as of the date first above written.

ITEL CORPORATION

By: 
President, Rail Division

Date: 11/18/82

FIRST SECURITY BANK OF UTAH, N.A.
as Trustee

By: 
Senior Trust Officer

Date: 2/16/83

ROBERT S. CLARK
VICE PRESIDENT AND MANAGER
CORPORATE TRUST DEPARTMENT

ANNEX I

<u>Previous PW</u> <u>Reporting Marks</u>	<u>Current SP</u> <u>Reporting Marks</u>
PW 105301-105306	SP 105301-105306
105308-105316	105308-105316
105318-105319	105318-105319
105321-105322	105321-105322
105324	105324
105326-105334	105326-105334
105336-105338	105336-105338
105340	105340
105343	105343
105345-105352	105345-105352
105354-105359	105354-105359
105362-105366	105362-105366
105368-105372	105368-105372
105374	105374
105376-105377	105376-105377
105380-105381	105380-105381
105383-105388	105383-105388
105390-105392	105390-105392
105396	105396
105398-105399	105398-105399
105403	105403
105405-105406	105405-105406
105409	105409
105411	105411
105413-105418	105413-105418
105420-105425	105420-105425
105430	105430
105432-105435	105432-105435
105437-105438	105437-105438
105440	105440
105442	105442
105444-105447	105444-105447
105449-105454	105449-105454
105456	105456
105458-105459	105458-105459
105461	105461
105463-105467	105463-105467
105471-105474	105471-105474
105477-105478	105477-105478
105480	105480
105482-105484	105482-105484
105486	105486
105488-105490	105488-105490
105492-105493	105492-105493
105496-105510	105496-105510
105512-105513	105512-105513
105516	105516
105519	105519

ANNEX I (Continued)

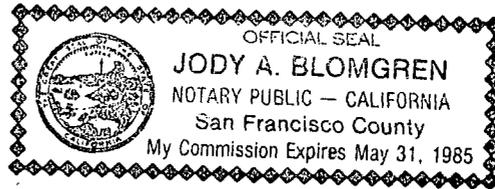
<u>Previous PW Reporting Marks</u>	<u>Current SP Reporting Marks</u>
PW 105521-105528	SP 105521-105528
105530	105530
105533-105537	105533-105537
105539-105541	105539-105541
105543	105543
105546-105547	105546-105547
105550	105550
105552-105554	105552-105554
105556-105562	105556-105562
105564-105565	105564-105565
105568-105580	105568-105580
105583-105584	105583-105584
105586	105586
105589-105591	105589-105591
105593	105593
105595-105596	105595-105596
105599-105705	105599-105705
105707-105711	105707-105711
105713-105723	105713-105723
105725	105725
105727-105730	105727-105730
105732-105737	105732-105737
105739	105739
105741	105741
105744	105744
105746-105749	105746-105749
105751-105752	105751-105752
105754-105756	105754-105756
105758-105759	105758-105759
105761	105761
105764-105768	105764-105768
105771-105772	105771-105772
105771-105776	105771-105776
105778-105779	105778-105779
105781-105784	105781-105784
105786-105787	105786-105787
105789-105790	105789-105790
105792-105794	105792-105794
105796-105797	105796-105797
105800	105800

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

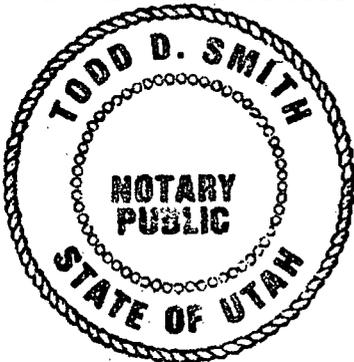
On this 18th day of November 1982, before me personally appeared Edward M. O'Dea, to me personally known, who being by me duly sworn says that he is President of ITEL Corporation, Rail Division, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Jody A. Blomgren
Notary Public

STATE OF UTAH)
) ss:
COUNTY OF SALT LAKE)



On this day 16 of Feb, 1982, ^{3 TRS} before me personally appeared ROBERT S. CLARK, to me personally known, who being by me duly sworn says that such person is a Senior Trust Officer of First Security Bank of Utah, N.A., a national banking association, and that the foregoing instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.



Todd D. Smith
Notary Public
8/13/85