

ITEL

Itel Rail Corporation

55 Francisco
San Francisco, California 94133
(415) 955-9090
Telex 34234

June 5, 1984

Mr. James H. Bayne, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RECORDATION NO. 14165-14 Filed 1425

JUL 5 1984 1 15 PM

INTERSTATE COMMERCE COMMISSION

Dear Mr. Bayne:

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 Rail Corporation for filing and recordation under the Consolidated, Amended, and Restated Equipment Trust Agreement dated as of January 1, 1982 among First Security Bank of Utah, Itel Corporation, and Itel Rail Corporation, which was filed on September 20, 1983 and given I.C.C. Recordation No. 14165, four counterparts of the following document:

14165-H

Supplement No. 2 to the Consolidated, Amended, and Restated Equipment Trust Agreement dated as of January 1, 1982.

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

1. Itel Corporation
One Embarcadero Center, Suite 2900
San Francisco, California 94111
2. Itel Rail Corporation
55 Francisco, 7th Floor
San Francisco, California 94133
3. First Security Bank of Utah, N.A.
Corporate Trust Division
79 South Main Street
Salt Lake City, Utah 84125

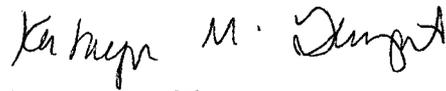
The equipment covered by this Supplement is twelve (12) 50'6", 70-ton P1.C., C-Sgl. boxcars AAR mechanical designation XM, bearing reporting marks MR 7021, 7013, 7009, 7014, 7006, 7011, 7015, 7016, 7003, 7017, 7002 and 7001.

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

Mr. James H. Bayne, Secretary
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Page Two

Please stamp all counterparts of the enclosed Supplement 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 returned to the bearer of this document.

Sincerely,



Kathryn M. Thyret
Legal Assistant

KMT/csh
Enclosures

cc: 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 84125

14165-A

L-0569
6/6/84

RECORDATION NO. 14165-A
Filed 1425

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INTERSTATE COMMERCE COMMISSION

**SUPPLEMENT NO. 2 TO THE
CONSOLIDATED, AMENDED AND RESTATED
EQUIPMENT TRUST AGREEMENT
DATED AS OF JANUARY 1, 1982**

SUPPLEMENT NO. 2, dated May 29, 1984, to the Consolidated, Amended and Restated Equipment Trust Agreement, dated as of January 1, 1982 ("Agreement"), among **FIRST SECURITY BANK OF UTAH, N.A.**, as Trustee ("Trustee"), **ITEL CORPORATION ("Itel")** and **ITEL RAIL CORPORATION**, a Delaware corporation ("Rail").

WHEREAS, Itel and First Security Bank of Utah, N.A. are parties to a certain equipment trust agreement dated as of March 15, 1977 which was filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. 11303 on April 14, 1977 (the "1977 Series 2 Equipment Trust") and given recordation number 8781; and

WHEREAS, the 1977 Series 2 Equipment Trust has been consolidated, amended and restated in the Agreement which was filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. 11303 on September 20, 1983 and given recordation number 14165; and

WHEREAS, Rail is the successor in interest to Itel Corporation, Rail Division pursuant to the Agreement which is part of Itel's Amended Plan of Reorganization which became effective on September 19, 1983; and

WHEREAS, Rail and the **CITY OF PRINEVILLE RAILWAY COMPANY ("COP")** are parties to a Lease (as defined in the Agreement) of Equipment (as defined in the Agreement) dated as of April 26, 1977 (such lease, together with any amendments or supplements thereto, called the "COP Lease"), pursuant to which Rail leased to COP certain units of Trust Equipment (as defined in the Agreement) among which are units bearing reporting marks COP 7001 through and including COP 7200; and

WHEREAS, pursuant to Amendment No. 1 to the COP Lease dated October 6, 1982, the COP Lease was terminated with respect to certain units of Equipment including Trust Equipment bearing reporting marks COP 7004, 7005, 7006, 7007, 7008, 7009, 7010, 7011, 7012, 7014, 7015, 7016, 7017, 7018, 7021, 7022, 7023, 7024, 7025, 7026, 7028, 7029, 7031, 7032, 7033, 7034, 7035, 7036, 7037, 7038, 7039, 7040, 7041, 7044, 7045, 7046, 7047, 7049, 7050, 7052, 7053, 7054, 7056, 7058, 7059, 7063, 7064, 7065, 7069, 7072, 7075, 7077, 7078, 7082, 7084, 7088, 7090, 7091, 7094, 7096, 7097, 7098, 7100, 7103, 7105, 7107, 7108, 7109, 7110, 7112, 7113, 7114, 7115, 7116, 7117, 7118, 7119, 7120, 7121, 7126, 7131, 7133, 7134, 7136, 7140, 7141, 7142, 7144, 7147, 7149, 7150, 7158, 7161, 7162, 7163, 7164, 7165, 7166, 7169, 7170, 7171, 7172, 7173, 7174, 7175, 7176, 7179, 7180, 7182, 7185, 7186, 7187, 7188, 7189, 7190, 7191, 7192, 7195, 7196, 7197 and 7198 ("Terminated Trust Equipment"), one unit of Trust Equipment, bearing reporting mark COP 7066 having been previously destroyed; and

WHEREAS, Rail has leased twelve (12) units of the Terminated Trust Equipment to the **MCCLOUD RIVER RAILROAD ("MR")** by means of a Lease dated as of September 23, 1983; and

WHEREAS, Rail has changed the reporting marks of these twelve (12) units of Terminated Trust Equipment from the previous COP reporting marks to the current MR reporting marks as set forth in Exhibit A attached hereto; and

WHEREAS, Sections 4.07 and 6.07 of the Agreement require Rail to file with the Interstate Commerce Commission a statement of current reporting marks substituted for any previous reporting marks of Trust Equipment through remarking of the Trust Equipment.

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

SECTION 1. Schedule IC of the Agreement is supplemented by Exhibit A which reflects that the previous twelve (12) COP reporting marks have been changed and remarked with the current twelve (12) MR reporting marks.

SECTION 2. The only purposes of this instrument are to notify the Trustee of changes in the reporting marks of Trust Equipment subject to the Agreement as set forth in Exhibit A and to supplement Schedules IC-IG of the Agreement. This instrument is not an amendment and it does not otherwise affect the terms and conditions of the Agreement.

SECTION 3. The provisions of this instrument shall be governed by the laws of the State of New York.

Attest:

Secretary

(Seal)

Attest:

Assistant Secretary

(Seal)

Attest:

Trust Officer

(Seal)

ITEL CORPORATION

By: W.P. Strong

ITEL RAIL CORPORATION

By: D. Hayes

FIRST SECURITY BANK OF UTAH, N.A.

By: [Signature]

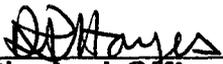
Senior Trust Officer

L-0569

EXHIBIT A
CERTIFICATE OF REMARKING

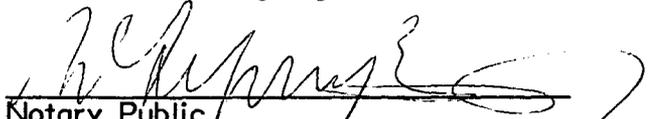
<u>Units of Trust Equipment</u>	<u>Previous COP Reporting Marks</u>	<u>Current MR Reporting Marks</u>
12	COP 7006	MR 7021
	7011	7013
	7016	7009
	7029	7014
	7056	7006
	7059	7011
	7096	7015
	7103	7016
	7107	7003
	7114	7017
	7142	7002
	7185	7001

ITEL RAIL CORPORATION

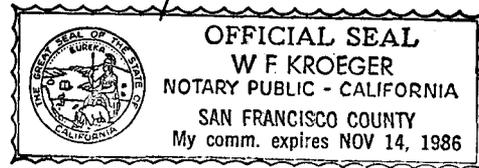
By: 
Authorized Officer

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

On this 12 day of June, 1984, before me personally appeared W.P. Twomey, to me personally known, who being by me duly sworn says that such person is President of **Intel Corporation**, that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its board of directors and that such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

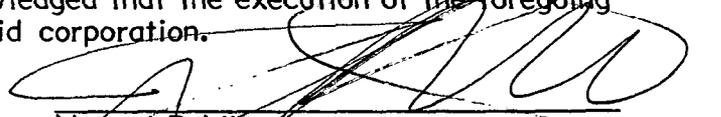

Notary Public

My commission expires:



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

On this 8 day of June, 1984, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is Acting President of **Intel Rail Corporation**, that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its board of directors and that such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

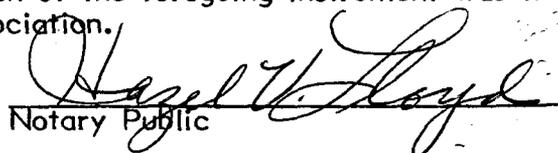

Notary Public

My commission expires:



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

On this 2nd day of July, 1984, before me personally appeared Robert S. Clark, to me personally known, who being by me duly sworn says that such person is Senior Trust Officer of **First Security Bank of Utah, N.A.**, a national banking association, that the foregoing instrument was signed and sealed on behalf of said national banking association by authority of its board of directors and that such person acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.


Notary Public

My commission expires: May 9, 1988