

ITEL

May 9, 1986

REGISTRATION NO. 14165-2121 Filed 1425 **Itel Rail Corporation**

55 Francisco Street
San Francisco, California 94133
(415) 984-4000

MAY 27 1986 - 10 05 AM

INTERSTATE COMMERCE COMMISSION

Honorable James H. Bayne, Secretary
Interstate Commerce Commission
Washington, DC 20423

\$20.00 filing fee

Re: Supplement No. 43 to the Consolidated, Amended, and Restated Equipment Trust Agreement - Amendment No. 1 to the North Louisiana and Gulf Railroad Company Lease of September 24, 1984

Dear Mr. Bayne:

On behalf of Itel Rail Corporation, the above instrument, in four (4) counterparts, is hereby submitted for filing and recording pursuant to 49 USC §11303(a), along with a check in the amount of \$20 covering the recordation fee.

Please record this Supplement under Recordation No. 14165 and cross-index same with the Sublease Agreement dated September 24, 1984 between Itel Rail Corporation and North Louisiana and Gulf Railroad Company, which was filed with the ICC on August 19, 1985 and given Recordation No. 14774. *Cross-index*

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

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

North Louisiana & Gulf Railroad Company (Lessee)
Post Office Drawer 550
Hodge, Louisiana 71247

The equipment covered by this Supplement is fifty (50) 60-foot, 100-ton, Plate E, XM boxcars bearing reporting marks NLG 7180-7229.

Once filed, please return to the bearer the stamped counterparts not required for filing purposes along with the fee receipt and a letter from the ICC acknowledging the filing.

Very truly yours,

Josie Villaflores
Josie Villaflores
Legal Assistant

JV:ps
Enclosures

cc: Robert S. Clark
J. Michael Kelly
Ginny Hanger

6-147A060

No.

Date MAY 27 1986

Fee \$ 20.00

ICC Washington, D.C.

this one is 14165-00

Keenan Horton

Interstate Commerce Commission

Washington, D.C. 20423

5/27/86

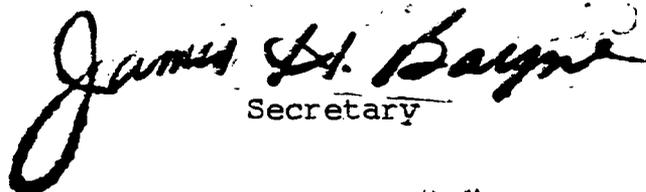
OFFICE OF THE SECRETARY

Josie Villaflores
Legal Assistant
Itel Rail Corp.
55 Francisco St.
San Francisco, Calif. 94133

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/27/86 at 10:05am and assigned re-
recording number(s). 14165-UU

Sincerely yours,


Secretary

Enclosure(s)

SE-30
(7/79)

14165-UU

REGISTRATION NO. 14165-2121 Filed 1425

MAY 27 1986 10 01 AM

INTERSTATE COMMERCE COMMISSION

**SUPPLEMENT NO. 43 TO THE CONSOLIDATED,
AMENDED AND RESTATED EQUIPMENT TRUST AGREEMENT
DATED AS OF JANUARY 1, 1982**

SUPPLEMENT NO. 43, dated April 30, 1986, to the Consolidated, Amended and Restated Equipment Trust Agreement, dated as of January 1, 1982 ("ETC Modification Agreement"), among **FIRST SECURITY BANK OF UTAH, N.A.**, as Trustee ("Trustee"), **ITEL CORPORATION** ("Itel") and **ITEL RAIL CORPORATION**, a Delaware corporation ("Itel Rail").

WHEREAS, Itel and First Security Bank of Utah, N.A. are parties to a certain equipment trust agreement dated as of December 1, 1978, which was filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. 11303 on December 21, 1978 ("1978 Series 4 Equipment Trust") and given recordation number 9929; and

WHEREAS, the 1978 Series 4 Equipment Trust has been consolidated, amended and restated in the ETC Modification 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, Itel Rail is the successor in interest to Itel Corporation, Rail Division, pursuant to Itel's Amended Plan of Reorganization which became effective on September 19, 1983; and

WHEREAS, Itel Rail and the **ATLANTA AND SAINT ANDREWS BAY RAILWAY COMPANY** ("ASAB") are parties to a Lease (as defined in the ETC Modification Agreement) of Equipment (as defined in the ETC Modification Agreement) dated as of May 5, 1978 (such Lease, together with any amendments or supplements thereto, called the "ASAB Lease"), pursuant to which Itel Rail leased to ASAB certain units of Trust Equipment (as defined in the ETC Modification Agreement) among which are units bearing reporting marks from within the series ASAB 8100 through and including ASAB 8201. Subsequently two (2) units of Trust Equipment bearing reporting marks ASAB 8175 and ASAB 8191 were destroyed; and

WHEREAS, pursuant to a termination letter dated December 20, 1985, the ASAB Lease was terminated with respect to certain Equipment including fifty (50) units of Trust Equipment bearing reporting marks from within the series ASAB 8100 through and including ASAB 8201("Terminated Trust Equipment"); and

WHEREAS, Itel Rail has leased these fifty (50) units of Terminated Trust Equipment to the **NORTH LOUISIANA AND GULF RAILROAD COMPANY** ("NLG") by means of Amendment No. 1 dated October 18, 1985 to the Lease between Itel Rail and NLG dated September 24, 1984; and

WHEREAS, Itel Rail has changed the reporting marks of these fifty (50) units of Terminated Trust Equipment from the previous ASAB reporting marks to the current NLG reporting marks as set forth in Exhibit A attached hereto; and

WHEREAS, Sections 4.07 and 6.07 of the ETC Modification Agreement require ITEL 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 ETC Modification Agreement, the parties agree as follows:

SECTION 1. Schedule 1G of the ETC Modification Agreement is supplemented by Exhibit A which reflects that the previous fifty (50) ASAB reporting marks have been changed and remarked with the current fifty (50) NLG 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 ETC Modification Agreement as set forth in Exhibit A and to supplement Schedule 1A-1G of the ETC Modification Agreement. This instrument is not an amendment and it does not otherwise affect the terms and conditions of the ETC Modification Agreement.

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

ITEL CORPORATION

(Seal)

By: God Hammer

Attest:

Attest: [Signature]
Secretary

ITEL RAIL CORPORATION

(Seal)

By: [Signature]
Desmond P. Hayes
President

Attest:

Attest: Howard L. Chabner
Howard L. Chabner
Secretary

FIRST SECURITY BANK OF UTAH, N.A.

(Seal)

By: Val J. O'Leary
Authorized Officer

Attest:

Attest: [Signature]
Authorized Officer

EXHIBIT A

CERTIFICATE OF REMARKING

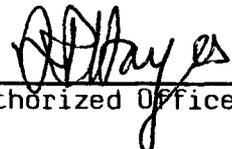
<u>Units of Trust Equipment</u>	<u>Previous ASAB Reporting Marks</u>	<u>Current NLG Reporting Marks</u>
50	8104	7180
	8106	7181
	8116	7182
	8119	7183
	8125	7184
	8130	7185
	8131	7186
	8134	7187
	8139	7188
	8141	7189
	8110	7190
	8117	7191
	8126	7192
	8127	7193
	8133	7194
	8136	7195
	8138	7196
	8145	7197
	8146	7198
	8105	7199
	8100	7200
	8118	7201
	8120	7202
	8121	7203
	8122	7204
	8132	7205
	8135	7206
	8137	7207
	8140	7208
	8149	7209
	8103	7210
	8107	7211
	8108	7212
	8111	7213
	8112	7214
	8113	7215
	8123	7216
	8128	7217
	8129	7218
	8147	7219
	8148	7220

EXHIBIT A
CERTIFICATE OF REMARKING

<u>Units of Trust Equipment</u>	<u>Previous ASAB Reporting Marks</u>	<u>Current NLG Reporting Marks</u>
	8124	7221
	8154	7222
	8158	7223
	8169	7224
	8177	7225
	8180	7226
	8181	7227
	8189	7228
	8185	7229

ITEL RAIL CORPORATION

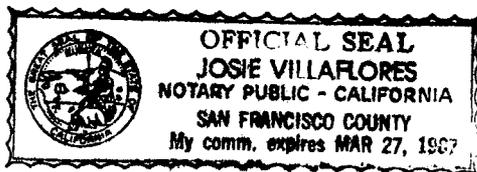
By:



Authorized Officer

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

On this 8th day of MAY, 1986, before me personally appeared RON DAMMEYER, to me personally known, who being by me duly sworn says that such person is PRESIDENT of Itel 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.

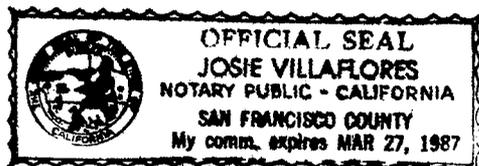


Josie Villaflores
Notary Public

My commission expires:

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

On this 30th day of April, 1986, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of Itel 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.



Josie Villaflores
Notary Public

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

On this 20th day of May, 1986, before me personally appeared VAL T. ORTON, to me personally known, who being by me duly sworn says that such person is an authorized 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 signed 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.

David B Smith
Notary Public

My commission expires:

10-16-88