

ITEL

RECORDATION NO. 9932-f Filed 1425

JUN 2 1980 - 9 25 AM

Rail Division

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

INTERSTATE COMMERCE COMMISSION

April 23, 1980

Ms. Agatha Mergenovich, Secretary
Interstate Commerce Commission
Washington, DC 20423

No. 154A020

Date JUN 2 1980

Fec \$ 20.00

ICC Washington, D. C.

Re: Itel Corporation
Equipment Trust 1978 Series 3
Equipment Trust Agreement dated as of November 1, 1978
10% Equipment Trust Certificates due December 1, 1994

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, for filing and recordation, as an additional filing under Recordation No. 9932, three (3) executed counterparts of the following document:

Supplement No. 6 to Equipment Trust Agreement, dated as of November 1, 1978, between Itel Corporation and Citibank, N.A., as Trustee.

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

- (1) Itel Corporation, Rail Division
Two Embarcadero Center, 24th Floor
San Francisco, California 94111
- (2) Citibank, N.A., as Trustee
Corporate Trust Department
Hanover Square, 14th floor
New York, New York 10064

Please cross-index the above-referenced Supplement No. 6 to Equipment Trust Agreement dated as of November 1, 1978, with the following document, which is filed under Recordation No. 10033:

Lease Agreement, made as of October 26, 1978, between Itel Corporation and New Orleans Public Belt.

FEE OPERATION BR.
I.C.C.

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RECEIVED

Handwritten signature and arrow pointing to the cross-indexing instruction.

Ms. Agatha Mergenovich, Secretary
Interstate Commerce Commission
Re: Supplement
April 23, 1980
Page two

The equipment covered by the enclosed Supplement No. 6 to Equipment Trust Agreement dated as of November 1, 1978, is one hundred (100) flatcars (A.A.R. mechanical designation FC; 70-ton flush deck flatcars for trailer and container service; 89' in length), formerly, and until remarked, marked PW105201 through and including PW105300, to be remarked to NOPB101200 through and including NOPB101299.

Enclosed also is a check for \$20.00 for the required recordation (\$10.00) and cross-indexing (\$10.00) fees.

Please stamp all counterparts of the enclosed document 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 two (2) counterparts be delivered to the bearer of this letter.

Sincerely,



David V. Biesemeyer
Senior Counsel

DVB:cp
encls.

cc: Phillip Jackson, Esq.
Edmund Manwell, Esq.
Michael Walsh, Esq.
Steven C. Wight

Interstate Commerce Commission
Washington, D.C. 20423

6/2/80

OFFICE OF THE SECRETARY

David V. Biese Meyer
Itel Rail Division
Two Embarcadero Center
San Francisco, Calif. 94111

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 **6/2/80** at **9:35am**, and assigned re-
recording number(s). **9932-F**

10033-C

10033-D

10033-E

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

RECORDATION NO. 9932-7 Filed 1425

JUN 2 1980-9 35 AM

INTERSTATE COMMERCE COMMISSION

**SUPPLEMENT NO. 6 TO EQUIPMENT TRUST AGREEMENT
DATED AS OF NOVEMBER 1, 1978**

SUPPLEMENT NO. 6 dated as of January 30, 1980, to Equipment Trust Agreement dated as of November 1, 1978 (hereinafter called the "Equipment Trust Agreement"), between **CITIBANK, N.A.**, as Trustee (hereinafter called the "Trustee"), and **ITEL CORPORATION**, a Delaware corporation (hereinafter called "Itel").

WHEREAS, the parties hereto are parties to that certain Equipment Trust Agreement which was filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. 11303 on December 22, 1978, recordation number 9932;

WHEREAS, the Equipment Trust Agreement has been supplemented by Supplement Nos. 1-5 and said Supplement Nos. 1-5 have been filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. 11303 on December 28, 1978, January 22, 1979, March 28, 1979, May 29, 1979 and March 17, 1980, respectively, recordation numbers 9932-A, 9932-B, 9932-C, 9932-D and 9932-E, respectively;

WHEREAS, Itel and the Providence and Worcester Company (hereinafter called P&W) entered into a lease of Equipment (here and hereinafter as defined in the Equipment Trust Agreement) dated as of September 1, 1978 (such lease, together with any amendments or supplements thereto, being hereinafter called the P&W Lease), pursuant to Equipment Schedule No. 3 of which, executed by Itel on September 7, 1978, Itel leased to P&W 100 of the units of Trust Equipment (here and hereinafter as defined in the Equipment Trust Agreement), bearing road numbers PW 105201 through and including PW 105300;

WHEREAS, the P&W Lease has been terminated with respect to said Trust Equipment;

WHEREAS, Itel and The City of New Orleans doing business, through its Public Belt Railroad Commission, as the New Orleans Public Belt Railroad (hereinafter called the Lessee) have entered into a lease, dated as of October 26, 1978 (such lease, together with any amendments or supplements thereto, being hereinafter called the Lease) pursuant to Equipment Schedule No. 3 of which Itel leased to the Lessee the above-referenced Trust Equipment, formerly leased by Itel to P&W, and pursuant to which Itel undertook to change by remarking the road numbers on said Trust Equipment from the above-referenced road numbers to NOPB 101200 through and including NOBP 101299; and

WHEREAS, Sections 4.07 and 6.03 of the Equipment Trust Agreement require Itel to file with the Interstate Commerce Commission a statement of road numbers of Trust Equipment substituted through remarking of the Trust Equipment for any previous road numbers of Trust Equipment;

NOW, THEREFORE, in consideration of the initial covenants and promises herein contained, the parties hereto hereby agree as follows:

SECTION 1. Schedule A of the Equipment Trust Agreement, as amended by Supplement Nos. 1-5, is amended by deleting "PW 105201-105300" in the second reference to P&W therein, by deleting the number "250" immediately to the left thereof and by substituting therefor the number "150" and by adding, at the bottom of said Schedule A, "The City of New Orleans doing business, through its Public Belt Railroad Commission, as the New Orleans Public Belt Railroad," the number "100" and "NOPB 101200-101299 Both Inclusive (formerly, and until remarked, PW 105201-105300, both inclusive)." ✓

SECTION 2. The Trustee hereby consents to the termination, with respect to the above-referenced Trust Equipment, of the P&W Lease and to the entering into by ITEL of the Lease. The granting of this consent is specifically conditioned on the fact that the lease to the City of New Orleans doing business, through its Public Belt Railroad Commission, as the New Orleans Public Belt Railroad provides in paragraph 7.A thereof that it is subordinate to the rights of any owner or secured party under any financing agreement entered into by ITEL in connection with the acquisition of the railcars, i.e., upon notice to the sublessee thereunder from any such secured party or owner that an event of default has occurred and is continuing under such financing agreement such party may require that all rent shall be made directly to such party and/or that the railcars be returned to such party. The Trustee specifically reserves all its rights to enforce this subordination provision, including its existing right to obtain immediate possession of the railcars, notwithstanding that the term of the lease to the City of New Orleans doing business, through its Public Belt Railroad Commission, as the New Orleans Public Belt Railroad, made as of October 26, 1978, may not expire as to the railcars described in Equipment Schedule No. 3 thereto until January 14, 1992.

SECTION 3. Except as hereinabove specifically set forth, the Equipment Trust Agreement shall remain in full force and effect as when executed.

SECTION 4. The provisions of this Supplement No. 6, and all rights and obligations of the parties hereunder, shall be governed by the laws of the State of New York.

CITIBANK, N.A.,

by



Senior Trust Officer

Attest:



Trust Officer

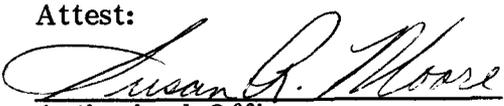
ITEL CORPORATION,

by



Authorized Officer

Attest:



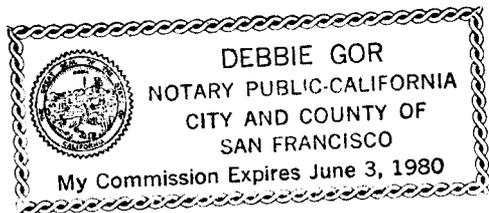
Authorized Officer

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

On this 16th day of May, 1980, before me personally appeared Carl N. Taylor, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of ITEL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its By-laws and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Debbie Gor
Notary Public

My Commission expires



STATE OF NEW YORK)
)
COUNTY OF NEW YORK,)

On this 21st day of MAY, 1980, before me personally appeared J. BYRNES, to me personally known, who, being by me duly sworn, says that he is a Senior Trust Officer of CITIBANK, N.A., a national banking association, that one of the seals affixed to the foregoing instrument is the seal of said national banking association and that said instrument was signed and sealed on behalf of said national banking association 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 national banking association.

D. Douglas Hunter
Notary Public

My Commission expires

D. DOUGLAS HUNTER
Notary Public, State of New York
No. 31-4707995
Qualified in New York County
Term Expires March 30, 1981