

ITEL

RECORDATION NO. 9932-M
Filed 1426

FEB 24 1983 12 35 PM

INTERSTATE COMMERCE COMMISSION

Rail Division

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

December 22, 1982

9 955-123

No. FEB 24 1983
Date

Fee \$ 10.00
OH

ICC Washington, D. C.

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 I.C.C. Recordation No. 9932, filed on December 22, 1978 at 10:00 A.M., four counterparts of the following document:

M

Supplement No. 9 dated as of April 16, 1981 to the Equipment Trust Agreement dated as of November 1, 1978 between First Security Bank of Utah, N.A. as Trustee and Itel (the "Supplement").

The names and addresses of the parties to the aforementioned Supplement 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

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FEE OPERATION BR.

The Equipment covered by the Supplement 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

9932-M

RECORDATION NO. 9932-M Filed 1428

FFB 24 1983 - 12 35 PM

INTERSTATE COMMERCE COMMISSION

L-0262
10/5/82

**SUPPLEMENT NO. 9 TO EQUIPMENT TRUST AGREEMENT
DATED AS OF NOVEMBER 1, 1978**

SUPPLEMENT NO. 9 dated as of April 13, 1981 to Equipment Trust Agreement dated as of November 1, 1978 (such Equipment Trust Agreement, together with any amendments or supplements thereto, being hereinafter called the "Equipment Trust Agreement"), between **FIRST SECURITY BANK OF UTAH, N.A. as Trustee** (hereinafter called the "Trustee"), and **ITEL CORPORATION**, a Delaware corporation (hereinafter called "Itel").

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

WHEREAS, the Equipment Trust Agreement was supplemented by Supplement Nos. 1-7 and said Supplement Nos. 1-7 were 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, March 17, 1980, June 2, 1980, and October 21, 1980 respectively, and given recordation numbers 9932-A, 9932-B, 9932-C, 9932-D, 9932-E, 9932-F, and 9932-H respectively; and the Equipment Trust Agreement was amended by Amendment No. 1 which was filed on October 2, 1980 and given recordation number 9932-G; and the Trust Agreement was further amended by the Amendment and Instrument of Acceptance by successor Trustee which was filed on July 7, 1981 and given recordation number 9932-K; and the Equipment Trust Agreement is also to be supplemented by Supplement Nos. 8, 10 and 11 to be filed concurrently herewith; and

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"), providing for the leasing by Itel to P&W of certain units of the Trust Equipment; 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, 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, 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 agree as follows:

SECTION 1. Schedule A of the Equipment Trust Agreement, as amended by Supplement Nos. 1-8, is further amended by deleting the references to the Trust Equipment bearing those reporting marks within the series PW 105301 - PW 105800 specifically set forth in Annex I attached hereto, and by replacing such references with those reporting marks within the series SP 105301 - SP 105800 specifically set forth in Annex I attached hereto.

SECTION 2. The Trustee hereby consents to the provisions of the Agency Agreement, with respect to the above-referenced Trust Equipment, under the P&W Lease and to the entering into by Itel (as agent for PW) of the Lease. The granting of this consent is specifically conditioned on the fact that the Lease to the Lessee provides in paragraph 9.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.

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. 9, and all rights and obligations of the parties hereunder, shall be governed by the laws of the State of Utah.

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

By: 

Senior Trust Officer
ROBERT S. CLARK

VICE PRESIDENT AND MANAGER
CORPORATE TRUST DEPARTMENT

ITEL CORPORATION

By: 

President, Rail Division

ANNEX I

<u>Previous PW Reporting Marks</u>	<u>Current SP 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

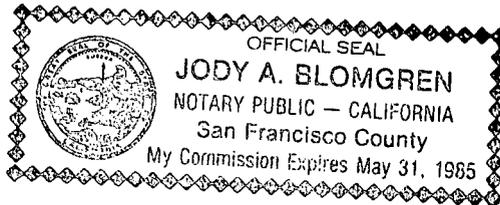
ANNEX I (Continued)

<u>Previous PW</u> <u>Reporting Marks</u>	<u>Current SP</u> <u>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)
)
COUNTY OF SAN FRANCISCO) ss:

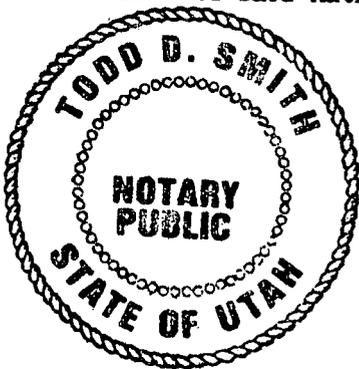
On this 18th day of November, 1982, before me personally appeared Edward M. O'Dea, to me personally known, who being by me duly sworn says that he is President of ITEL Corporation, Rail Division, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors,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

On this day 16 of Feb, 1982, 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