

ITEL

Rail Division

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

RECORDATION NO. 9932-N
FFB 24 1983 - 12 35 PM
INTERSTATE COMMERCE COMMISSION

3-055-124

December 22, 1982

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

No. FEB 24 1983

Date

Fee \$ 10.00

ICC Washington, D. C.

Dear Ms. Mergenovich:

-N
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:

Supplement No. 10 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

The Equipment covered by the Supplement is one hundred (100) 70-ton flush deck flatcars 89'4" in length (A.A.R. mechanical designation FC) bearing the reporting marks DTI 90000 through and including DTI 90099.

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

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OPERATION BR.

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-N

L-0172
10/8/82

RECORDATION NO. 9932-N
FFB 24 1983 - 12 22 PM
INTERSTATE COMMERCE COMMISSION

**SUPPLEMENT NO. 10 TO EQUIPMENT TRUST AGREEMENT
DATED AS OF NOVEMBER 1, 1978**

SUPPLEMENT NO. 10 dated as of April 28, 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; and

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 June 30, 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, 9 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, (hereinafter "Units"); and

WHEREAS, pursuant to Rider No. 3 to the P&W Lease, dated September 18, 1979 (hereinafter called the "Rider"), the P&W Lease has been terminated with respect to 300 Units of the Trust Equipment bearing reporting marks PW 105001 through and including PW 105300; 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, Itel and Detroit, Toledo and Ironton Railroad Company (hereinafter called "Lessee") have entered into an agreement entitled "Lease Agreement" dated

March 10, 1981 (such agreement together with any amendments or supplements thereto being hereinafter called the "Lease") covering one hundred (100) Units as follows: (i) eighteen (18) Units terminated by the Rider were leased to Lessee by Itel on its own behalf, and (ii) eighty-two (82) Flatcars were subleased to Lessee by Itel as agent for P&W, by means of the Agency Agreement; and

WHEREAS, pursuant to the Lease, the road numbers of the Units have been remarked to DTI 90000-90099, inclusive, as is more fully described on Annex I attached hereto; and

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

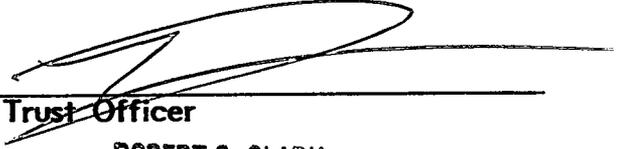
SECTION 1. Schedule A of the Equipment Trust Agreement, as amended by Supplement Nos. 1-9, is further amended by deleting those previous reporting marks from within the series PW 105051 - PW 105800 fully set forth in Annex I attached hereto, and replacing them with the reporting marks DTI 90000-DTI 90099 as fully set forth in Annex I attached hereto.

SECTION 2. The Trustee hereby consents to (i) the termination of the Trust Equipment pursuant to the Rider, (ii) the provisions of the Agency Agreement, and (iii) the entering into by Itel of the Lease. The granting of this consent is specifically conditioned on the fact that the Lease to the Lessee provides in paragraph 8.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 Lessee, made as of March 10, 1981, may not expire as to the railcars described in Equipment Schedule No. 1 thereto no later than May 1, 1986.

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

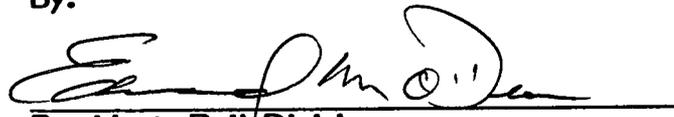
FIRST SECURITY BANK OF UTAH, N.A.
By:



Senior Trust Officer

ROBERT S. CLARK

ITEL CORPORATION
By:



President, Rail Division

ANNEX I (Continued)Previous PW
Reporting MarksCurrent DTI
Reporting Marks

PW 105462	DTI 90044
105468	90045
105475	90046
105476	90047
105479	90048
105487	90049
105494	90050
105495	90051
105520	90052
105529	90053
105538	90054
105542	90055
105544	90056
105551	90057
105566	90058
105581	90059
105582	90060
105587	90061
105588	90062
105592	90063
105594	90064
105598	90065
105712	90066
105726	90067
105731	90068
105740	90069
105742	90070
105743	90071
105745	90072
105750	90073
105753	90074
105757	90075
105760	90076
105762	90077
105763	90078
105769	90079
105773	90080
105780	90081
105788	90082
105795	90083
105798	90084
105431	90085
105724	90086
105393	90087
105382	90088
105585	90089
105457	90090

L-0172

ANNEX I (Continued)

Previous PW
Reporting Marks

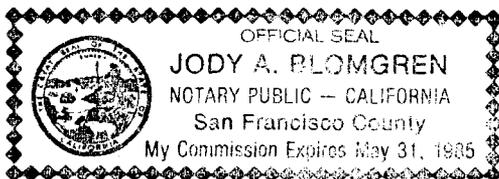
PW 105360
105426
105469
105517
105531
105777
105056
105059
105061

Current DTI
Reporting Marks

DTI 90091
90092
90093
90094
90095
90096
90097
90098
90099

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

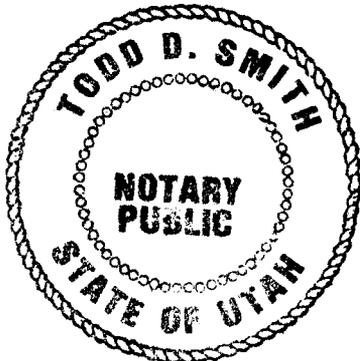
On this 18th day of November, 1982, before me personally appeared Edward M. O'Dea, to me personally known, who being by me duly sworn says that he is President of ITEL Corporation, Rail Division, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors,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