

ITEL

RECORDATION NO. 9932-P FILED 1426

FFB 24 1983 - 12 35 PM

INTERSTATE COMMERCE COMMISSION

Rail Division

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

3-055A126

December 22, 1982

No. FEB 24 1983

Date

Fee \$ 10.00

ICC Washington, D. C.

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

Dear Ms. Mergenovich:

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

Supplement No. 12 dated as of June 18, 1982 to the Equipment Trust Agreement dated as of November 1, 1978 between First Security Bank of Utah, N.A. as Trustee, and Itel Corporation, Rail Division (the "Supplement").

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

1. First Security Bank of Utah, N.A.
Corporate Trust Division
79 South Main Street
Salt Lake City, Utah 84125
2. Itel Corporation, Rail Division
Two Embarcadero Center, 24th Floor
San Francisco, California 94111

The equipment covered by this Supplement is two hundred forty five (245) flatcars (AAR mechanical designation FC, 89'4" in length) bearing reporting marks SFLC 901050-901294 inclusive.

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

RECEIVED
FEB 24 12 37 PM '83
REGISTRATION BR.

Ms. Agatha Mergenovich, Secretary
December 22, 1982
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 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 84125

9932-P

L-0337
10/25/82

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

**SUPPLEMENT NO. 12 TO EQUIPMENT TRUST AGREEMENT
DATED AS OF NOVEMBER 1, 1978**

SUPPLEMENT NO. 12, dated as of June 18, 1982, to Equipment Trust Agreement dated as of November 1, 1978 (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 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, and given recordation number 9932;

WHEREAS, the Equipment Trust Agreement has been supplemented by Supplement Nos. 1-7 which 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 Equipment Trust Agreement was further amended by the Amendment and Instrument of Acceptance by Successor Trustee which was filed on July 17, 1981 and given recordation number 9932-K; and the Equipment Trust Agreement is also to be supplemented by Supplement Nos. 8-11, to be filed concurrently herewith; and

WHEREAS, Itel and The City of New Orleans, appearing herein through the Public Belt Railroad Commission for the City of New Orleans, doing business as New Orleans Public Belt Railroad (hereinafter "NOPB") entered into a lease of Equipment (here and hereinafter as defined in the Equipment Trust Agreement) dated as of October 26, 1978 (such lease, together with any amendments or supplements thereto, being hereinafter called the "NOPB Lease"), pursuant to which Itel leased to NOPB three hundred (300) units of Trust Equipment (here and hereinafter as defined in the Equipment Trust Agreement), bearing reporting marks NOPB 101000 through and including NOPB 101299; and

WHEREAS, the NOPB Lease may also cover the leasing to NOPB of other equipment not included as part of the Trust Equipment; and

WHEREAS, by means of Amendment No. 2 to the NOPB Lease, dated June 18, 1982 (the "Amendment") NOPB appointed Itel, as its agent with respect to two hundred forty-five (245) units of Trust Equipment under the NOPB Lease bearing reporting marks within the series NOPB 101000-101299 (hereinafter the "Flatcars"), to enter into one or more sublease agreements with third parties covering some or all of the Flatcars; and

WHEREAS, pursuant to the Amendment, Itel, as agent for NOPB, (i) subleased the Flatcars to the Atchison, Topeka and Santa Fe Railway Company (hereinafter called the "Sublessee") by means of a sublease agreement entitled "Lease Agreement" dated as of May 14, 1982, (such agreement, together with any amendments or supplements thereto, being hereinafter called the "Sublease"), and (ii) changed the reporting marks of the Flatcars to the SFLC reporting marks described on Annex I hereto; and

WHEREAS, the Sublease may also cover the leasing to Sublessee 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 reporting marks of Trust Equipment substituted through remarking of the Trust Equipment for any previous reporting marks 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. 1-11, is further amended by deleting those previous NOPB reporting marks within the series NOPB 101051-NOPB 101299 specifically set forth in Annex I attached hereto, and replacing them with the SFLC reporting marks within the series SFLC 901050-SFLC 901294 specifically set forth in Annex I attached hereto.

SECTION 2. The Trustee hereby consents to the Amendment of the NOPB Lease and to the entering into by Itel as agent for NOPB of the Sublease. The granting of this consent is specifically conditioned on the fact that the Sublease to Sublessee 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 Flatcars, and that accordingly upon notice to the Sublessee from any such secured party or owner that an event of default has occurred at any time (including at a time prior to the effective date of the Sublease) and is continuing under such financing agreement, such party may require either or both, that rentals and other sums due under the Sublease shall be paid directly to such party, and that the Flatcars immediately 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 Flatcars.

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

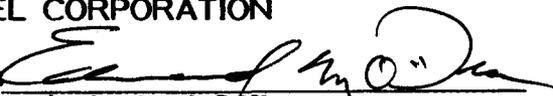
FIRST SECURITY BANK OF UTAH, N.A.

By: 

Senior Trust Officer
ROBERT S. CLARK

VICE PRESIDENT AND MANAGER
CORPORATE TRUST DEPARTMENT

ITEL CORPORATION

By: 

Authorized Officer

L-0337

ANNEX I

<u>Units of Trust Equipment</u>	<u>Previous NOPB Reporting Marks</u>	<u>Current SFLC Reporting Marks</u>	<u>Trust Equipment Description</u>
245	NOPB 101283	SFLC 901278	70-ton, 89'4" flatcars for Trailer and Container Service, Mechanical designation FC
	284	279	
	285	280	
	286	281	
	287	282	
	288	283	
	289	284	
	290	285	
	291	286	
	292	287	
	293	288	
	294	289	
	295	290	
	296	291	
	297	292	
	298	293	
	299	294	
	NOPB 101200	SFLC 901050	
	201	051	
	202	052	
	203	053	
	204	054	
	205	055	
	206	056	
	207	057	
	208	058	
	209	059	
	210	060	
	211	061	
	212	062	
	213	063	
	214	064	
	215	065	
	216	066	
	217	067	
	218	068	
	219	069	
	220	070	
	221	071	
	222	072	
	223	073	
	224	074	
	225	075	
	226	076	
	227	077	
	228	078	
	229	079	
	230	080	

L-0337

ANNEX I (Continued)

<u>Units of Trust Equipment</u>	<u>Previous NOPB Reporting Marks</u>	<u>Current SFLC Reporting Marks</u>	<u>Trust Equipment Description</u>
	NOPB 101231	SFLC 901081	
	232	082	
	233	083	
	234	084	
	235	085	
	236	086	
	237	087	
	238	088	
	239	089	
	240	090	
	241	091	
	242	092	
	243	093	
	244	094	
	245	095	
	246	096	
	247	097	
	248	098	
	249	099	
	051	100	
	052	101	
	053	102	
	054	103	
	055	104	
	056	105	
	058	106	
	059	107	
	060	108	
	061	109	
	062	110	
	063	111	
	065	112	
	066	113	
	067	114	
	068	115	
	069	116	
	070	117	
	071	118	
	072	119	
	073	120	
	074	121	
	075	122	
	076	123	
	077	124	
	078	125	
	079	126	
	080	127	
	081	128	
	082	129	
	083	130	
	084	131	

L-0337

ANNEX I (Continued)

<u>Units of Trust Equipment</u>	<u>Previous NOPB Reporting Marks</u>	<u>Current SFLC Reporting Marks</u>	<u>Trust Equipment Description</u>
	NOPB 101085	SFLC 901132	
	086	133	
	087	134	
	088	135	
	089	136	
	090	137	
	091	138	
	092	139	
	093	140	
	094	141	
	095	142	
	096	143	
	097	144	
	098	145	
	099	146	
	100	147	
	101	148	
	102	149	
	103	150	
	104	151	
	105	152	
	106	153	
	107	154	
	108	155	
	109	156	
	110	157	
	111	158	
	112	159	
	113	160	
	114	161	
	115	162	
	117	163	
	118	164	
	119	165	
	120	166	
	121	167	
	122	168	
	123	169	
	124	170	
	125	171	
	126	172	
	127	173	
	128	174	
	129	175	
	130	176	
	131	177	
	132	178	
	133	179	
	134	180	
	135	181	

L-0337

ANNEX I (Continued)

<u>Units of Trust Equipment</u>	<u>Previous NOPB Reporting Marks</u>	<u>Current SFLC Reporting Marks</u>	<u>Trust Equipment Description</u>
	NOPB 101136	SFLC 901182	
	137	183	
	138	184	
	139	185	
	140	186	
	141	187	
	142	188	
	143	189	
	144	190	
	145	191	
	146	192	
	147	193	
	148	194	
	149	195	
	150	196	
	151	197	
	152	198	
	153	199	
	154	200	
	155	201	
	156	202	
	157	203	
	158	204	
	159	205	
	160	206	
	161	207	
	162	208	
	163	209	
	164	210	
	165	211	
	166	212	
	167	213	
	168	214	
	169	215	
	170	216	
	171	217	
	172	218	
	173	219	
	174	220	
	175	221	
	176	222	
	177	223	
	178	224	
	179	225	
	180	226	
	181	227	
	182	228	
	183	229	
	184	230	
	185	231	

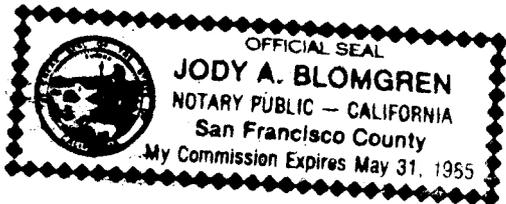
L-0337

ANNEX I (Continued)

<u>Units of Trust Equipment</u>	<u>Previous NOPB Reporting Marks</u>	<u>Current SFLC Reporting Marks</u>	<u>Trust Equipment Description</u>
	NOPB 101186	SFLC 901232	
	187	233	
	188	234	
	189	235	
	190	236	
	191	237	
	192	238	
	193	239	
	194	240	
	196	241	
	197	242	
	198	243	
	199	244	
	250	245	
	251	246	
	252	247	
	253	248	
	254	249	
	255	250	
	256	251	
	257	252	
	258	253	
	259	254	
	260	255	
	261	256	
	262	257	
	263	258	
	264	259	
	265	260	
	266	261	
	267	262	
	268	263	
	269	264	
	270	265	
	271	266	
	272	267	
	273	268	
	274	269	
	275	270	
	276	271	
	277	272	
	278	273	
	279	274	
	280	275	
	281	276	
	282	277	

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

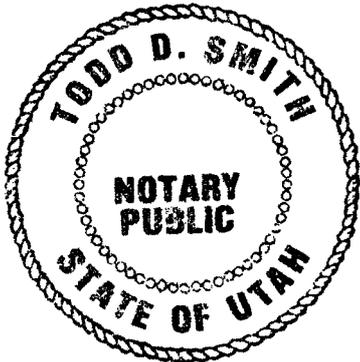
On this 18th day of November 1982, before me personally appeared Edward M. O'Dea, to me personally known, who being by me duly sworn says that he is President of ITEL Corporation, Rail Division, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors,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