

RECORDATION NO. 9932-9 Filed 1425

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3-055-1277
No. FEB 24 1983
Date _____
Fee \$ 10.00
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ICC Washington, D. C.

ITEL INTERSTATE COMMERCE COMMISSION

Rail Division

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

December 22, 1982

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 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. 13 dated as of June 18, 1982 to the Equipment Trust Agreement dated as of November 14, 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 fifty (50) flatcars, (AAR mechanical designation FC, 89'4" in length) bearing reporting marks SFLC 901000-901049 inclusive.

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

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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

9932-9

L-0341
10/25/82

RECORDATION NO. 9932-E
FFB 24 1983 - 2 25 PM
INTERSTATE COMMERCE COMMISSION

**SUPPLEMENT NO. 13 TO EQUIPMENT TRUST AGREEMENT
DATED AS OF NOVEMBER 1, 1978**

SUPPLEMENT NO. 13, 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; and

WHEREAS, the Equipment Trust Agreement has been 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 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. 8-12 to be filed concurrently herewith; and

WHEREAS, Itel and Alabama State Docks Department, an agency of the State of Alabama doing business as **TERMINAL RAILWAY, ALABAMA STATE DOCKS** (hereinafter called "TASD") entered into a lease of Equipment (here and hereinafter as defined in the Equipment Trust Agreement) dated as of October 5, 1978 (such lease, together with any amendments or supplements thereto, being hereinafter called the "TASD Lease"), pursuant to Equipment Schedule No. 1 of which, executed by Itel on October 13, 1978, Itel leased to TASD fifty (50) of the units of Trust Equipment (here and hereinafter as defined in the Equipment Trust Agreement), bearing road numbers TASD 790000 through and including TASD 790049 (the "Flatcars"); and

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

WHEREAS, by means of Amendment No. 2 to the TASD Lease dated June 18, 1982 (the "Amendment") TASD appointed Itel as agent to enter into a sublease agreement with a third party covering the Flatcars; and

WHEREAS, pursuant to the Amendment, Itel, as agent for TASD, subleased the Flatcars to the Atchison, Topeka and Santa Fe Railway Company (hereinafter called the "Sublessee") by means of an agreement entitled "Lease Agreement" dated as of May 14, 1982 (such sublease, together with any amendments or supplements thereto, being hereinafter called the "Sublease"); and

WHEREAS, the reporting marks on the Flatcars have been changed to SFLC 901000 through and including SFLC 901049; and

WHEREAS, the Sublease may also cover the subleasing to the Sublessee 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:

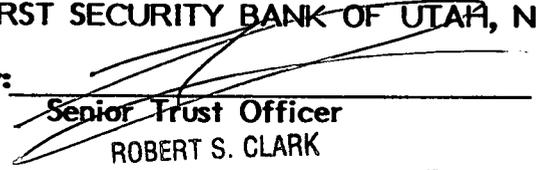
SECTION 1. Schedule A of the Equipment Trust Agreement, as amended by Supplement Nos. 1-12, is further amended by deleting the previous reporting marks T ASD 790000 through and including T ASD 790049 and replacing them with reporting marks SFLC 901000 through and including SFLC 901049, as is specifically set forth in Annex I attached hereto.

SECTION 2. The Trustee hereby consents to the Amendment, of the T ASD Lease and to the entering into by Itel of the Sublease. The granting of this consent is specifically conditioned on the fact that the Sublease to the Sublessee provides in paragraph 7.A. thereof, that it is subject and 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, and that accordingly, following 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 Trust Equipment 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 Trust Equipment.

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. 13, 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-0341

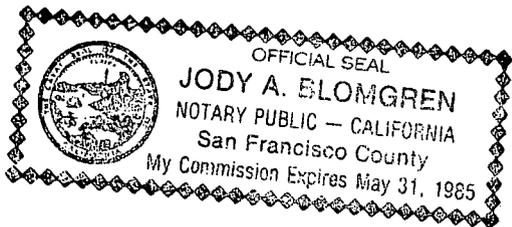
ANNEX I

<u>Units of Trust Equipment</u>	<u>Previous T ASD Reporting Marks</u>	<u>Current SFLC Reporting Marks</u>	<u>Trust Equipment Description</u>
50	T ASD 790000	SFLC 901000	70-ton, 89'4" flatcars for trailer and container service, mechanical designation FC
	001	001	
	002	002	
	003	003	
	004	004	
	005	005	
	006	006	
	007	007	
	008	008	
	009	009	
	010	010	
	011	011	
	012	012	
	013	013	
	014	014	
	015	015	
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	030	030	
	031	031	
	032	032	
	033	033	
	034	034	
	035	035	
	036	036	
	037	037	
	038	038	
	039	039	
	040	040	
	041	041	
	042	042	
	043	043	
	044	044	
	045	045	
	046	046	
	047	047	
	048	048	
	049	049	

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

