

# ITEL

RECORDATION NO. 9932-R Filed 1425

FFB 24 1983 - 12 35 PM

INTERSTATE COMMERCE COMMISSION  
Rail Division

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

3-055A128

No. FEB 23 1983  
Date  
Fee \$ 10.00  
ICC Washington, D. C.

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:

- R

Supplement No. 14 dated as of July 30, 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

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OPERATION BR.

The equipment covered by this Supplement is one hundred eighty six (186) flatcars (A.A.R. mechanical designation FC, 89'4" in length) bearing reporting marks SFLC 901295 through and including SFLC 901480.

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 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-R

L-0345  
10/25/82

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

**SUPPLEMENT NO. 14 TO EQUIPMENT TRUST AGREEMENT  
DATED AS OF NOVEMBER 1, 1982**

**SUPPLEMENT NO. 14**, dated as of July 30, 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. 8-13 to be filed concurrently herewith; and

**WHEREAS**, Itel and **The Texas Mexican Railway Company** (hereinafter called "TM") entered into a lease of Equipment (here and hereinafter as defined in the Equipment Trust Agreement) dated as of March 15, 1978 (such lease, together with any amendments or supplements thereto, being hereinafter called the "TM Lease"), pursuant to which Itel leased to TM three hundred (300) of the units of Trust Equipment (here and hereinafter as defined in the Equipment Trust Agreement), bearing road numbers TM 400000 through and including TM 400299; and

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

**WHEREAS**, pursuant to Amendment 4 to the TM Lease dated as of August 4, 1982, and Amendment 5 to the TM Lease dated as of August 24, 1982 (the "Amendments") Itel gave consent to TM to enter into a sublease agreement with the Atchison, Topeka and Santa Fe Railway Company for one hundred eighty-six (186) units of Trust Equipment from within the series TM 400000-TM 400224 (the "Flatcars"); and

**WHEREAS**, pursuant to the Amendments, TM and the Atchison, Topeka and Santa Fe Railway Company (hereinafter called the "Sublessee") have entered into a sublease, dated as of July 30, 1982 (such sublease, together with any amendments or supplements thereto, being hereinafter called the "Sublease") pursuant to which TM subleased the Flatcars to the Sublessee, and the Sublessee changed the reporting marks on the Flatcars to those SFLC reporting marks set forth on Annex 1 attached hereto; and

**WHEREAS**, the Sublease may also cover the subleasing to the 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. 1-13, is further amended by deleting the previous one hundred eighty-six (186) TM reporting marks from within the series TM 400000-TM 400221 set forth on Annex I, attached hereto, and replacing them with the one hundred eighty-six (186) SFLC reporting marks from SFLC 901295 through and including SFLC 901480 set forth on Annex I attached hereto.

**SECTION 2.** The Trustee hereby consents to the Amendment, with respect to the Flatcars, of the TM Lease and to the entering into by TM 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 Flatcars 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 the Flatcars 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. 14, 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.**

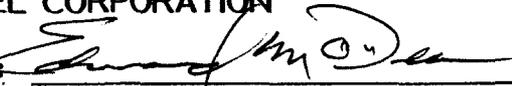
By: 

**Senior Trust Officer**

**ROBERT S. CLARK**

VICE PRESIDENT AND MANAGER  
CORPORATE TRUST DEPARTMENT

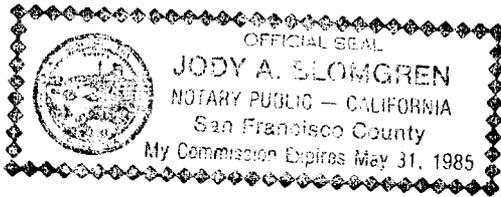
**ITEL CORPORATION**

By: 

**Authorized Officer**

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

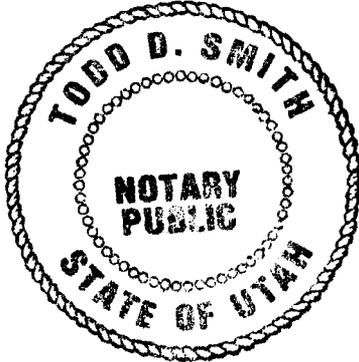
On this 18<sup>th</sup> day of November, 1982, before me personally appeared Edward M. O'Dea, to me personally known, who being by me duly sworn says that he is President of Itel Corporation, Rail Division, and that the foregoing instrument was signed on behalf of said corporation by authority of its 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, <sup>3 TDS</sup> 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