

# ITEL

RECORDATION NO. 9932-5  
Filed 1428  
FEB 24 1983 - 12 35 PM

3-055-129

Date FEB 24 1983

Fee \$ 10.00

ICC Washington, D. C.

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. 15 dated as of May 14, 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 nineteen (219) flatcars (AAR mechanical designation FMS, 89'4" in length) bearing reporting marks within the series SFLC 105301-105800.

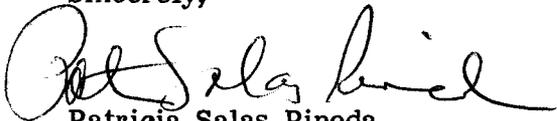
Also enclosed is a check in the amount of \$10.00 for the required recording fee.

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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

9932-5

L-0346  
10/26/82

RECORDATION NO. 9932-5  
FFB 24 1983 - 12 22 PM  
INTERSTATE COMMERCE COMMISSION

**SUPPLEMENT NO. 15 TO EQUIPMENT TRUST AGREEMENT  
DATED AS OF NOVEMBER 1, 1978**

**SUPPLEMENT NO. 15**, dated as of May 14, 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 have been 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 17, 1981 and given recordation number 9932-K; and the Equipment Trust Agreement is also to be supplemented by Supplement Nos. 8-14, to be filed concurrently herewith; and

**WHEREAS**, Itel and Providence and Worcester Company (hereinafter called "PW") 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 "PW Lease"), pursuant to which Itel leased to PW certain units of Trust Equipment (here and hereinafter as defined in the Equipment Trust Agreement); and

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

**WHEREAS**, by means of an agreement dated as of September 12, 1980 (hereinafter called the "Agency Agreement") PW appointed Itel, as its agent, with respect to four hundred (400) units of Trust Equipment under the PW Lease bearing reporting marks PW 105301-105600 and PW 105701-105800 (such four hundred (400) units being hereinafter called the "Agency Equipment") to enter into one or more sublease agreements with third parties covering some or all of the Agency Equipment; and

**WHEREAS**, pursuant to the Agency Agreement, Itel, as agent for PW, subleased two hundred eighty-five (285) units of the Agency Equipment to the Southern Pacific Railway Company and St. Louis Southwestern Railway Company (hereinafter collectively called "SP") by means of a sublease dated February 25, 1981 (such sublease, together with any amendments or supplements thereto, being hereinafter called the "SP Sublease"); and

**WHEREAS**, Itel, as agent for PW, changed the reporting marks on the Agency Equipment subject to the SP Sublease to the SP reporting marks set forth on Annex I hereto, and also temporarily changed the AAR mechanical designation of said Agency Agreement from FC to FMS; and

**WHEREAS**, pursuant to Section 2 thereof, the SP Sublease has expired with respect to said Trust Equipment; and

**WHEREAS**, pursuant to the Agency Agreement, Itel, as agent for PW, subleased two hundred nineteen (219) units of the Agency Equipment, formerly subleased to SP under the SP Sublease, to the Atchison, Topeka and Santa Fe Railway Company (hereinafter called the "Sublessee") by means of a sublease entitled "Lease Agreement" dated May 14, 1982 (such sublease, together with any amendments or supplements thereto, being hereinafter called the "Santa Fe Sublease"); and

**WHEREAS**, Sublessee changed the reporting marks of the Agency Equipment subject to the Santa Fe Sublease (said Agency Equipment being hereinafter called the "Flatcars") to the SFLC reporting marks set forth on Annex I hereto; and

**WHEREAS**, the AAR mechanical designation of the Flatcars will be changed from FMS to FC; and

**WHEREAS**, the Sublease may also cover the leasing 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; and

**WHEREAS**, upon completion of the process of modifying the cars from AAR mechanical designation FMS to FC, Itel will provide the Trustee with a certificate of modification to be attached hereto and become a part hereof, describing the new mechanical designation of each Flatcar.

**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. 1-15, is further amended by deleting those previous SP reporting marks within the series PW 105301 through PW 105600 and PW 105701 through PW 105800 fully set forth in Annex I attached hereto, and replacing them with the SFLC reporting marks within the series SFLC 105301 through SFLC 105600 and SFLC 105701 through SFLC 105800 fully set forth in Annex I attached hereto.

**SECTION 2.** The Trustee hereby consents to (i) the provisions of the Agency Agreement, (ii) the termination of the SP Sublease, and (iii) the entering into by Itel of the Santa Fe Sublease. The granting of this consent is specifically conditioned on the fact that the Santa Fe Sublease provides in paragraph 7.A. thereof that it is subject and subordinate to the rights of any owner or secured party under any financing

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ANNEX I

<u>Units of Trust Equipment</u>	<u>Previous SP Reporting Marks</u>	<u>Current SFLC Reporting Marks</u>	<u>Trust Equipment Description</u>
219	SP 105301-105302 105304-105306 105309-105311 105313-105316 105319 105321-105322 105324 105327-105334 105336 105338 105340 105346-105352 105354 105356-105359 105362-105366 105368-105370 105372 105374 105376 105381 105383 105385 105387-105388 105390-105392 105394 105396 105398-105399 105403 105405-105406 105409 105411 105413-105415 105417-105418 105420-105423 105430 105432 105434-105435 105437 105440 105442 105444 105446 105449-105450 105453-105454 105456 105458	SFLC 105301-105302 105304-105306 105309-105311 105313-105316 105319 105321-105322 105324 105327-105334 105336 105338 105340 105346-105352 105354 105356-105359 105362-105366 105368-105370 105372 105374 105376 105381 105383 105385 105387-105388 105390-105392 105394 105396 105398-105399 105403 105405-105406 105409 105411 105413-105415 105417-105418 105420-105423 105430 105432 105434-105435 105437 105440 105442 105444 105446 105449-105450 105453-105454 105456 105458	FMS

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ANNEX I (Continued)

<u>Units of Trust Equipment</u>	<u>Previous SP Reporting Marks</u>	<u>Current SFLC Reporting Marks</u>	<u>Trust Equipment Description</u>
	SP 105746-105747	SFLC 105746-105747	
	150749	150749	
	105752	105752	
	105754-105755	105754-105755	
	105758-105759	105758-105759	
	105766-105768	105766-105768	
	105771-105772	105771-105772	
	105774	105774	
	105776	105776	
	105778	105778	
	105782-105784	105782-105784	
	105787	105787	
	105789-105790	105789-105790	
	105793-105794	105793-105794	
	105796-105797	105796-105797	
	105800	105800	

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

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 )  
 )  
 ) ss:  
COUNTY OF SALT LAKE )

On this day 10 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.

TDS  
Todd D. Smith  
Notary Public  
8/13/85

