

ITEL

RECORDATION NO. 9932-V
FFB 24 1983 - 12 25 PM
INTERSTATE COMMERCE COMMISSION
Rail Division

No. FEB 24 1983

Date _____

Fee \$ 10.00

Washington, D. C.

Two Embarcadero Center
San Francisco, California 94111
(415) 955-9090
Telex 34234
3-055A132

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, which was filed on December 22, 1978 at 10:00 A.M., four counterparts of the following document:

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

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 seventy five (75) flatcars (A.A.R. mechanical designation FC, 89'4" in length) bearing reporting marks MEC 105051 through and including MEC 105125.

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

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I.C.C.
FEE OPERATION B...

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-V
L-0367
11/3/82

RECORDATION NO. 9932-V
FFB 24 1983 - 12 25 PM
INTERSTATE COMMERCE COMMISSION

**SUPPLEMENT NO. 18 TO EQUIPMENT TRUST AGREEMENT
DATED AS OF NOVEMBER 1, 1978**

SUPPLEMENT NO. 18, dated as of March 22, 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 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. 8-17, 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, by 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 (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 P&W, (i) subleased two hundred eighty-five (285) units of Agency Equipment to the Southern Pacific Transportation Company and St. Louis Southwestern Railway Company (hereinafter collectively called "SP") by means of a sublease dated February 25, 1982 (such sublease, with any amendments or supplements thereto, being hereinafter called the "SP Sublease"), and (ii) remarked the Agency Equipment with SP reporting marks; and

WHEREAS, Itel and Maine Central Railroad Company (hereinafter called "MEC") entered into a lease of equipment dated as of April 11, 1980 (such lease, together with all amendments and supplements thereto, being hereinafter called the "MEC Lease") pursuant to which Itel leased to MEC fifty (50) flatcars, not included as part of the Trust Equipment, bearing reporting marks MEC 105001 through and including MEC 105050; and

WHEREAS, by means of Amendment 2 to the MEC Lease, dated as of March 22, 1982, Itel and MEC agreed that the equipment originally covered by the MEC Lease could be replaced by similar equipment; and

WHEREAS, by means of a termination letter from Itel dated July 29, 1982, the SP Sublease was terminated with respect to fifty (50) units of Agency Equipment; and

WHEREAS, pursuant to the Agency Agreement and Amendment 2 of the MEC Lease, Itel, as agent for PW, substituted the fifty (50) units of Agency Equipment terminated from the SP Sublease for the equipment originally covered by the MEC Lease; and

WHEREAS, Itel changed the reporting marks on the Agency Equipment by remarking them from SP reporting marks set forth on Annex I attached hereto to MEC 105076 through and including MEC 105125; and

WHEREAS, pursuant to the Agency Agreement, Itel, as agent for PW, subleased twenty-five (25) units of Trust Equipment to the MEC by means of a document entitled "Lease Agreement" dated March 25, 1982 (such document, together with any amendments or supplements thereto, being hereinafter called the "MEC Sublease"); and

WHEREAS, the reporting marks of the Agency Equipment subject to the MEC Sublease were changed from the PW reporting marks set forth on Annex I hereto to MEC 105051 through and including MEC 105075; and

WHEREAS, the MEC Sublease may also cover the leasing to MEC 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. 1-17, is further amended by deleting those fifty (50) previous SP reporting marks and those twenty-five (25) previous PW reporting marks fully set forth in Annex I attached hereto, and replacing them with those seventy-five (75) reporting marks within the series MEC 105051 through and including MEC 105125, as is specifically set forth in Annex I attached hereto.

SECTION 2. With respect to the Flatcars the Trustee hereby consents to the above provisions of the MEC Lease, and to the entering into by Itel of the MEC Sublease. The granting of this consent is specifically conditioned on the fact that the MEC Lease and the MEC Sublease provide in the respective paragraphs 7.A. thereof that they are 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, i.e. upon notice to the MEC 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 Flatcars be returned to such party at no cost to MEC. The Trustee specifically reserves all its rights to enforce this subordination provision, including its existing right to obtain immediate possession of the railcars.

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. 18, 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.

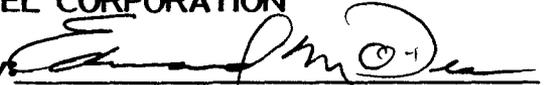
By: 

Senior Trust Officer

ROBERT S. CLARK

**VICE PRESIDENT AND MANAGER
CORPORATE TRUST DEPARTMENT**

ITEL CORPORATION

By: 

Authorized Officer

ANNEX I

<u>Units of Trust Equipment</u>	<u>Previous Reporting Marks</u>	<u>Current MEC Reporting Marks</u>	<u>Trust Equipment Description</u>
75	SP 105303	MEC 105076	FC
	105308	105077	
	105312	105078	
	105337	105081	
	105343	105082	
	105345	105083	
	105377	105086	
	105380	105087	
	105424	105091	
	105438	105094	
	105445	105095	
	105452	105097	
	105461	105099	
	105464	105101	
	105477	105102	
	105482	105103	
	105484	105104	
	105496	105105	
	105533	105109	
	105537	105110	
	105557	105107	
	105559	105113	
	105560	105114	
	105561	105115	
	105564	105116	
	105569	105117	
	105570	105118	
	105576	105119	
	105578	105120	
	105580	105121	
	105584	105122	
	105590	105123	
	105715	105124	
	105719	105125	
	105732	105079	
	105733	105080	
	105735	105084	
	105736	105085	
	105744	105088	
	105748	105089	
	105751	105090	
	105756	105092	
	105761	105093	
	105764	105096	
	105765	105098	
	105775	105100	
	105779	105106	
	105781	105108	
	105786	105111	
	105792	105112	

L-0367

ANNEX I (Continued)

<u>Units of Trust Equipment</u>	<u>Previous Reporting Marks</u>	<u>Current MEC Reporting Marks</u>	<u>Trust Equipment Description</u>
	PW 105320	MEC 105051	
	105325	105052	
	105339	105053	
	105341	105054	
	105378	105055	
	105397	105056	
	105402	105057	
	105408	105058	
	105410	105059	
	105412	105060	
	105441	105061	
	105470	105062	
	105481	105063	
	105485	105064	
	105491	105065	
	105511	105066	
	105514	105067	
	105518	105068	
	105532	105069	
	105545	105070	
	105549	105071	
	105563	105072	
	105567	105073	
	105597	105074	
	105738	105075	

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 ROBERT S. CLARK 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
[Signature]
Notary Public
8/13/85

