

RECORDATION NO. 8343-G Filed 1425

SEP 28 1983 .9 10 AM

**ITEL  
RAIL**

INTERSTATE COMMERCE COMMISSION

55 Francisco  
San Francisco, California 94133  
(415) 955-9090  
Telex 34234

RECORDATION NO. 8343-H Filed 1425

SEP 28 1983 .9 10 AM

INTERSTATE COMMERCE COMMISSION

August 31, 1983,

**322714022**

No. SEP 28 1983

Date .....

Fee \$ 20.00 .....

ICC Washington, D. C.

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

RECEIVED  
SEP 29 9 00 AM '83  
I.C.C.  
FEE OPERATION BR.

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 additional filings under the Conditional Sales Lease Contract effective July 1, 1976 between Itel Corporation and Union-Tidewater Financial Company, Inc., which was filed on May 25, 1976 at 10:45 A.M. and given Recordation Number ~~8343~~ 8343, four counterparts of each of the following two documents:

1. Amendment No. 1 and Agreement dated as of May 16, 1982 between Itel Corporation and Union-Tidewater Financial Corporation.
2. Assignment Agreement dated as of May 16, 1982 between Itel Corporation and Union-Tidewater Financial Company.

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

1. Union-Tidewater Financial Company  
207 E. Redwood Street, P.O. Box 2373  
Baltimore, Maryland 21203
2. Itel Corporation, Rail Division  
55 Francisco, 7th Floor  
San Francisco, California 94133

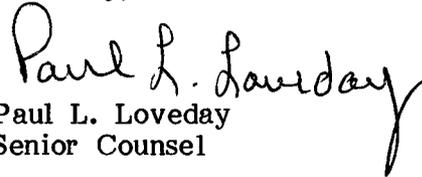
The equipment covered by these documents is ninety-eight (98) fifty foot six inch boxcars, A.A.R. mechanical designation XM, bearing reporting marks within the series VSO6000 - VSO6099.

Also enclosed is a check in the amount of \$20.00 for the required recording fees.

Ms. Agatha Mergenovich, Secretary  
August , 1983  
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Please stamp all counterparts of the enclosed Amendment and Assignment with your official recording stamp. You will wish to retain one (1) counterpart of each document for your files; it is requested that the remaining three (3) counterparts of each document be returned to ITEL Rail, attention Ms. Linda Lawrence, at the above listed address. Thank you.

Sincerely,

  
Paul L. Loveday  
Senior Counsel

/ma  
Enclosures

SEP 28 1983 - 9 10 AM  
INTERSTATE COMMERCE COMMISSION

**Assignment Agreement**

Assignment Agreement dated as of May 16, 1982 by and between ITEL Corporation debtor and debtor in possession ("ITEL") and Union-Tidewater Financial Company, Inc. ("Union-Tidewater").

**RECITALS**

- A. ITEL and Valdosta Southern Railroad Company ("VSO") have entered into a Lease Agreement dated as of March 26, 1976 which, together with the first equipment schedule thereto executed on March 29, 1976 by ITEL and on March 26, 1979 by VSO, provides for among other things the Lease to VSO of 100 fifty foot six inch boxcars (the "Boxcars"). The Boxcars bore the reporting marks VSO 6000-6099. However, two of such Boxcars, VSO 6037 and VSO 6055, have been destroyed and are no longer subject to the above referenced Lease Agreement. The above referenced Lease Agreement, together with all amendments, supplements or riders thereto, insofar solely as they relate to the Boxcars, is hereinafter called the "VSO Lease".
- B. ITEL and Union-Tidewater have executed a Conditional Sales Lease Contract, the term of which commenced July 1, 1976, as amended by Amendment No. 1 and Agreement (collectively the "CSLC"), pursuant to which Union-Tidewater financed the 100 Boxcars.

Now, therefore, the parties agree as follows:

- 1. ITEL does hereby sell, assign, transfer and set over to Union-Tidewater all of the right, title and interest of ITEL in and to the VSO Lease (insofar solely as it relates to the Boxcars) and ITEL does hereby authorize and empower Union-Tidewater, in its own name to sue for, collect, receive and enforce all payments and other obligations of VSO under the VSO Lease (insofar solely as it relates to the Boxcars), except that Union-Tidewater shall not take any action until and unless Union-Tidewater has notified ITEL that an event of default under the CSLC has occurred and is continuing and that the cure period has elapsed.
- 2. ITEL represents and warrants that the VSO Lease has been duly authorized and executed by it and covenants that it will, from time to time, at the request of Union-Tidewater, make, execute and deliver all such further instruments of assignment, transfer and assurance and do such further acts as Union-Tidewater may reasonably request to give effect to the provisions hereof.

In witness whereof, the parties have caused this instrument to be executed by duly authorized officers.

**ITEL Corporation, Rail Division**  
debtor and debtor in possession

by Edward J. DeLoach  
title President  
date Nov 2 1982

**Union-Tidewater**  
**Financial Company, Inc.**

by Thomas B. Howard Jr.  
title Treasurer  
date Nov. 16, 1982

STATE OF CALIFORNIA )  
 )  
COUNTY OF SAN FRANCISCO )

SS:

On this 2nd day of November, 1982 before me personally appeared Edward M. O'Dea to me personally known, who being by me duly sworn says that such person is President of ITEL Corporation, Rail Division, that the foregoing Assignment Agreement was signed on behalf of said Corporation 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 corporation.

Randi C. Smith  
Notary Public



STATE OF Maryland )  
 )  
COUNTY OF Cecil )

SS:

On this 15th day of November, 1982, before me personally appeared Thomas B. Howard Jr to me personally known, who being by me duly sworn says that such person is Treasurer of Union-Tidewater Financial Company, that the foregoing Assignment Agreement was signed on behalf of said Corporation 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 corporation.

Bonnie S. Baker  
Notary Public



My Commission Expires: July 1, 1986