

ITEL

Istel Rail Corporation

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

May 24, 1984

Mr. James H. Bayne, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RECORDATION NO. 14165-C
JUN 11 1984 - 10 23 AM
INTERSTATE COMMERCE COMMISSION

Dear Mr. Bayne:

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 Istel Rail Corporation for filing and recordation under the Consolidated, Amended and Restated Equipment Trust Agreement dated as of January 1, 1982 among First Security Bank of Utah, Istel Corporation, and Istel Rail Corporation, which was filed on September 20, 1983 and given I.C.C. Recordation No. 14165, four counterparts of the following document:

14165-C
Rec. Counterparts 2 doc A.H. Hansen

Supplement No. 7 to the Consolidated, Amended and Restated Equipment Trust Agreement dated as of January 1, 1982.

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. Istel Rail Corporation
55 Francisco, 7th Floor
San Francisco, California 94133
3. Istel Corporation
One Embarcadero Center, Suite 3100
San Francisco, CA 94111

RECEIVED

JUN 11 10 25 AM '84

I.C.C.
FEE OPERATION BR.

The equipment covered by this Supplement is twenty-five (25) 50'6", C-Sgl. boxcars, AAR mechanical designation XM, bearing reporting marks COER 1400 through and including COER 1424.

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

4-163A044

No.
Date JUN 11 1984
Fee \$ 10.00

Washington, D.C.

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

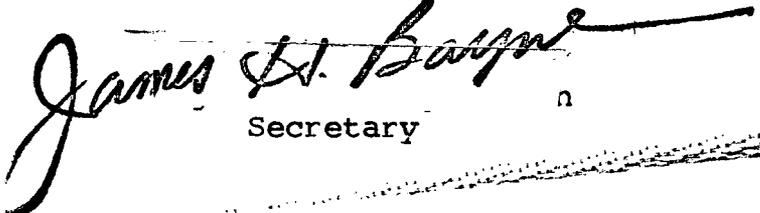
Kathryn M. Thyret
Legal Assistant
IteI-Rail Corporation
55 Francisco
San Francisco, CA 94133

June 11, 1984

Dear Madam:

The enclosed document (s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/11/84 at 10:25AM and assigned re-
recording number (s). 14165-C, & 14165-D

Sincerely yours,


Secretary

Enclosure(s)

L-0656
5/24/84

**SUPPLEMENT NO. 7 TO THE
CONSOLIDATED, AMENDED AND RESTATED
EQUIPMENT TRUST AGREEMENT
DATED AS OF JANUARY 1, 1982**

RECORDATION NO. 14165-C
JUN 11 1984 - 10 21 AM
INTERSTATE COMMERCE COMMISSION

SUPPLEMENT NO. 7, dated May 23, 1984, to the Consolidated, Amended and Restated Equipment Trust Agreement, dated as of January 1, 1982 ("Agreement"), among **FIRST SECURITY BANK OF UTAH, N.A.**, as Trustee ("Trustee"), **ITEL CORPORATION ("Itel")**, and **ITEL RAIL CORPORATION**, a Delaware corporation ("Rail").

WHEREAS, Itel and First Security Bank of Utah N.A., are parties to a certain equipment trust agreement dated March 21, 1978 which was filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. 11303 on March 21, 1978 (the "1978 Series 2 Equipment Trust") and given recordation number 9291; and

WHEREAS, the 1978 Series 2 Equipment Trust has been consolidated, amended and restated in the Agreement which was filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. 11303 on September 20, 1983 and given recordation number 14165; and

WHEREAS, Rail is the successor in interest to Itel pursuant to the Agreement which is part of Itel's Amended Plan of Reorganization that was approved by the bankruptcy court, both of which became effective on September 19, 1983.

WHEREAS, Rail and the **HARTFORD AND SLOCOMB RAILWAY COMPANY ("H&S")** are parties to a Lease of Equipment (as defined in the Agreement) dated as of July 1, 1975 (such Lease, together with any amendments or supplements thereto, called the "H&S Lease"), pursuant to which Rail leased to H&S certain units of Trust Equipment (as defined in the Agreement) bearing reporting marks HS 4000 through and including HS 4099; and

WHEREAS, H&S assigned the H&S Lease to the **AHNAPEE AND WESTERN RAILROAD COMPANY ("AHW")** pursuant to an assignment dated April 1, 1978. Pursuant to Amendment No. 1 to the H&S Lease, certain units of the Trust Equipment were remarked from the previous reporting marks from within the series HS 4000 through and including H&S 4099 to reporting marks from within the series AHW 4000 through and including AHW 4099; and

WHEREAS, pursuant to a termination letter dated May 6, 1983 the H&S Lease was terminated with respect to certain Equipment including twenty-five (25) units of Trust Equipment bearing reporting marks AHW 4014, 4047, 4066, 4096, 4027, 4028, 4037, 4042, 4058, 4064, 4065, 4077, 4086, 4087, 4024, 4067, 4097, 4000, 4004, 4013, 4021, 4083, 4049, 4002 and 4059 ("Terminated Trust Equipment"); and

WHEREAS, Rail has leased these twenty-five (25) units of Terminated Trust Equipment to **CRAB ORCHARD AND EGYPTIAN RAILROAD COMPANY ("COER")** by means of a Lease dated as of August 18, 1983 (such Lease, together with any amendments or supplements thereto called the "COER Lease"); and

WHEREAS, Rail has changed the reporting marks of these twenty-five (25) units of Terminated Trust Equipment from the previous AHW reporting marks to the current COER reporting marks as set forth in Exhibit A attached hereto; and

WHEREAS, Sections 4.07 and 6.07 of the Agreement require Rail to file with the Interstate Commerce Commission a statement of current reporting marks substituted for any previous reporting marks of Trust Equipment through remarking of the Trust Equipment.

NOW, THEREFORE, pursuant to the covenants and promises contained in the Agreement, the parties agree as follows:

SECTION 1. Schedule 1E of the Agreement is supplemented by Exhibit A which reflects that the previous twenty-five (25) AHW reporting marks have been changed and remarked with the current COER reporting marks.

SECTION 2. The only purposes of this instrument are to notify the Trustee of changes in the reporting marks of Trust Equipment subject to the Agreement as set forth in Exhibit A and to supplement schedules 1C-1G of the Agreement. This instrument is not an amendment and it does not otherwise affect the terms and conditions of the Agreement.

SECTION 3. The provisions of this instrument shall be governed by the laws of the State of New York.



David N. Kuhn

Asst. Secretary

(Seal)

Attest:

[Signature]

Secretary

(Seal)

Attest:

T Clayton

Trust Officer

ITEL CORPORATION

By:

[Signature]

ITEL RAIL CORPORATION

By:

[Signature]

FIRST SECURITY BANK OF UTAH, N.A.

By:

[Signature]
Senior Trust Officer

EXHIBIT A
CERTIFICATE OF REMARKING

<u>Units of Trust Equipment</u>	<u>Previous HS Reporting Marks</u>	<u>Previous AHW Reporting Marks</u>	<u>Current COER Reporting Marks</u>
25	HS 4014	AHW 4014	COER 1400
	4047	4047	1401
	4066	4066	1402
	4096	4096	1403
	4027	4027	1404
	4028	4028	1405
	4037	4037	1406
	4042	4042	1407
	4058	4058	1408
	4064	4064	1409
	4065	4065	1410
	4077	4077	1411
	4086	4086	1412
	4087	4087	1413
	4024	4024	1414
	4067	4067	1415
	4097	4097	1416
	4000	4000	1417
	4004	4004	1418
	4013	4013	1419
	4021	4021	1420
	4083	4083	1421
	4049	4049	1422
	4002	4002	1423
	4059	4059	1424

ITEL RAIL CORPORATION

By: *AP Hayes*
Authorized Officer

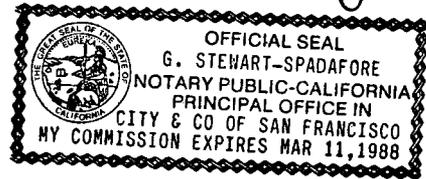
STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

On this 30th day of May, 1984, before me personally appeared William P. Twomey, to me personally known, who being by me duly sworn says that such person is President of **Intel Corporation**, that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its board of directors and that such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Handwritten Signature]
Notary Public

My commission expires:

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



On this 25 day of May, 1984, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is Acting President of **Intel Rail Corporation**, that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its board of directors and that such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Handwritten Signature]
Notary Public

My commission expires:

STATE OF UTAH)
) ss:
COUNTY OF SALT LAKE)



On this 5 day of June, 1984, 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, that one of the seals affixed to the foregoing instrument is the seal of said national banking association and that said instrument was signed and sealed on behalf of said national banking association by authority of its board of directors and that such person acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

[Handwritten Signature]
Notary Public

My commission expires: 8/13/85

