



Norfolk and Western Railway Company
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Workman, B. C.

September 1, 1981

5843-A
RECORDATION F.O. Filed 1425

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

SEP 1 1981 10 02 AM
INTERSTATE COMMERCE COMMISSION

Dear Mrs. Mergenovich:

On October 2, 1970 at 10:55 A.M., there was filed and recorded with the Interstate Commerce Commission a railroad Equipment Lease dated as of March 12, 1970 ("Equipment Agreement"), between United States Railway Leasing Company, as Lessor, and Illinois Terminal Railroad Company, as Lessee. The Equipment Agreement was assigned recordation number 5843.

In accordance with 49 U.S.C. § 11303 and Part 1116 of the Commission's rules, I now enclose for recordation three (3) counterparts of an Assignment and Assumption Agreement dated as of September 1, 1981, which supplements and evidences the assignment of rights under the aforementioned Equipment Agreement. The enclosed counterparts cover the same equipment covered by the Equipment Agreement, and have been properly executed by the following parties:

ASSIGNOR: Illinois Terminal Railroad Company
710 North Twelfth Boulevard
St. Louis, Missouri 63177

ASSIGNEE: Norfolk and Western Railway Company
8 North Jefferson Street
Roanoke, Virginia 24042

There is also enclosed a voucher in the amount of \$10.00 to cover the recordation fee.

Mrs. Agatha L. Mergenovich
September 1, 1981
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A general description of equipment covered by the Equipment Agreement and the Assignment and Assumption Agreement is as follows:

<u>Number of Units</u>	<u>Description</u>	<u>AAR Designation</u>	<u>Road Numbers</u>
2	70-ton, 52'5" Insulated Boxcars	RBL	ITC 900-901

After the enclosed Assignment and Assumption Agreement has been duly recorded, please return two of the original counterparts, stamped with the ICC recordation data, to our representative who delivered these documents to you.

Sincerely,



w/
Enclosures

c: J. Jones
D. E. Middleton
R. R. McDaniel
J. T. Valleroy

SEP 1 1981 10 00 AM

ASSIGNMENT AND ASSUMPTION AGREEMENT

INTERSTATE COMMERCE COMMISSION

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of September 1, 1981, by and between ILLINOIS TERMINAL RAILROAD COMPANY, a Delaware corporation ("Terminal"), and NORFOLK AND WESTERN RAILWAY COMPANY, a Virginia corporation ("NW"),

WITNESSETH:

United States Railway Leasing Company ("Lessor"), and Terminal entered into a certain Equipment Lease dated as of March 12, 1970, as amended ("Equipment Agreement"), providing for the lease by Lessor to Terminal of the railroad equipment covered by the Equipment Agreement ("Equipment") upon certain terms and conditions described therein.

The Equipment Agreement provides that Terminal may assign all of its rights thereunder to another railroad corporation which succeeds to all or substantially all of the assets and business of Terminal provided that such successor shall assume all of the obligations of Terminal thereunder.

Concurrently with the delivery hereof, NW has acquired from Terminal substantially all the assets and business of Terminal.

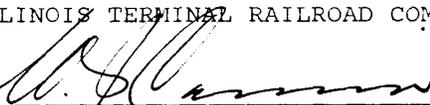
NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the parties hereto agree as follows:

1. Terminal for itself, its successors and assigns does hereby sell, assign, transfer and set over unto NW, its successors and assigns Terminal's interest in the Equipment Agreement and in and to the Equipment, subject to the terms and conditions of the Equipment Agreement.

2. NW for itself, its successors and assigns does hereby assume all the obligations and covenants of Terminal under the Equipment Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

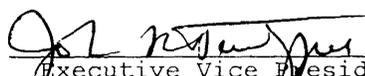
ILLINOIS TERMINAL RAILROAD COMPANY

BY 
President

Attest:


SECRETARY

NORFOLK AND WESTERN RAILWAY COMPANY

BY 
Executive Vice President

Attest:


Assistant Secretary

STATE OF MISSOURI)
) ss:
CITY OF ST. LOUIS)

On the *25th* day of *August*, 1981, before me personally appeared *W. J. Casper*, to me personally known, who being by me duly sworn, says that he is the *President* of *Illinois Terminal Railroad* that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed 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.

Kenia A. Dallman
Notary

My Commission expires:
August 11, 1985

COMMONWEALTH OF VIRGINIA)
) ss:
CITY OF ROANOKE)

On the *24th* day of *August*, 1981, before me personally appeared *John R. Turbott*, to me personally known, who being by me duly sworn, says that he is the **EXECUTIVE VICE PRESIDENT** of *Norfolk and Western Railway Company* that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed 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.

Jeanie B. Davis
Notary

My Commission expires:
April 8, 1983