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~~Date~~
~~Fee~~
ICC Washington, D.C.

September 1, 1981

RECORDATION NO. 5959-8
Filed 1425

SEP 1 1981 10 00 AM
INTERSTATE COMMERCE COMMISSION

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

Dear Mrs. Mergenovich:

On February 25, 1971 at 1:40 P.M., there was filed and recorded with the Interstate Commerce Commission a railroad Equipment Lease dated as of January 15, 1971 ("Equipment Agreement"), between Girard Trust Bank, as Lessor, and Illinois Terminal Railroad Company, as Lessee. The Equipment Agreement was assigned recordation number 5959-A.

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>
200	Boxcars	XM	ITC 9300-9499

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

ASSIGNMENT AND ASSUMPTION AGREEMENT

5959-2
Filed 1425

SEP 1 1981 10 00 AM

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, made 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:

Girard Trust Bank, as Trustee ("Lessor"), and Terminal entered into a Railroad Equipment Lease Agreement dated as of January 15, 1971, 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 under Section 20(a) thereof provides that Terminal may not sell or convey its property and assets substantially as an entirety to any corporation, unless (i) the successor corporation shall be a corporation incorporated under the laws of the United States or any state thereof, (ii) upon such sale or conveyance the successor corporation shall expressly assume the due and punctual payment and performance of all terms, covenants, payments and conditions to be made or performed by Terminal thereunder, (iii) after giving effect to such sale or conveyance no Event of Default shall have occurred and be continuing, and (iv) Lessor shall be promptly notified of such sale or conveyance.

Concurrently with the delivery hereof, NW has acquired from Terminal substantially all the assets and lines of railroad 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:

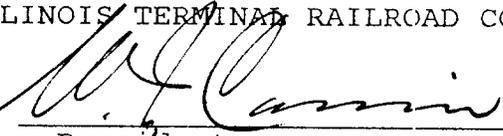
1. Terminal for itself, its successors and assigns does hereby sell, assign, transfer and set over unto NW, its successors and assigns Terminal's interest in the Equipment Agreement and in and to the Equipment, subject to the terms and conditions of the Equipment Agreement.

2. NW for itself, its successors and assigns does hereby assume 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. Cassin, to me personally known, who being by me duly sworn, says that he is the President of Illinois Terminal Railroad Co., 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.

John W. Horan
Notary

My Commission expires:

Jan. 3, 1982

JOHN W. HORAN
NOTARY PUBLIC—STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES JAN. 3, 1982

NOTARY FOR THE COUNTY OF ST. LOUIS
WHICH ADJOINS THE CITY OF ST. LOUIS

COMMONWEALTH OF VIRGINIA)
) SS:
CITY OF ROANOKE)

On the 24th day of August, 1981, before me personally appeared John R. Turbivill, 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