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September 1, 1981

RECORDATION NO. 8116-A FILED 1425

SEP 1 1981-10 55 AM

INTERSTATE COMMERCE COMMISSION

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

Dear Mrs. Mergenovich:

On November 12, 1975 at 10:25 A.M., there was filed and recorded with the Interstate Commerce Commission a railroad Equipment Lease dated as of September 15, 1975 ("Equipment Agreement"), between First National Bank and Trust Company of Evanston, as Lessor, and Illinois Terminal Railroad Company, as Lessee. The Equipment Agreement was assigned recordation number 8116.

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.

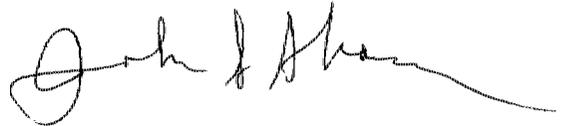
Mrs. Agatha L. Mergenovich  
September 1, 1981  
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A general description of equipment covered by the Equipment Agreement and the Assignment and Assumption Agreement is as follows:

<u>Number of Units</u>	<u>Description</u>	<u>AAR Designation</u>	<u>Road Numbers</u>
38	Gondola Cars	GB	ITC 3862-3899
150	Covered Hopper Cars	LO	ITC 2000-2149
25	Flatcars	FM	ITC 1300-1324

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

SEP 1 1981-30

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:

First National Bank and Trust Company of Evanston, as Trustee ("Lessor"), and Terminal entered into a certain Equipment Lease dated as of September 15, 1975, 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 nothing in Section 17 thereof shall be deemed to restrict the right of Terminal to assign or transfer its leasehold interest under the Equipment Agreement or possession of the Equipment to any corporation (which shall have duly assumed the obligations thereunder of Terminal) which shall have acquired or leased all or substantially all of the lines of the railroad of Terminal, provided that such transferee corporation will not, upon the effectiveness of such acquisition of properties, be in default under any provision of the Equipment Agreement and that such acquisition of properties shall not alter in any way Terminal's obligation to the Lessor.

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

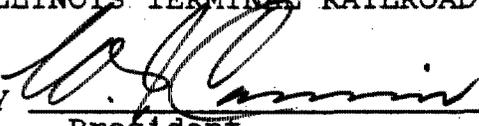
NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the parties hereto agree as follows:

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.

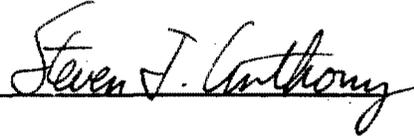
2. NW for itself, its successors and assigns does hereby assume the obligations and covenants of Terminal under the Equipment Agreement.

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:



NORFOLK AND WESTERN RAILWAY COMPANY

By   
Executive Vice President

Attest:

  
Assistant Secretary

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

On the 25<sup>th</sup> day of August, 1981, before me personally appeared N. J. Bassin, to me personally known, who being by me duly sworn, says that he is the President of Illinois Terminal Railroad 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.

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 24<sup>th</sup> day of August, 1981, before me personally appeared John R. Turbyfill, 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.

Jessie B. Davis  
Notary

My Commission expires:

April 8, 1983