



First Bank

First Bank Place,
601 Second Avenue South
Minneapolis, MN 55402-4302

RECORDATION NO. 10850-3 FILED 1425

FEB 8 1995 -3 45 PM

INTERSTATE COMMERCE COMMISSION

January 26, 1995

* First Security Bank of Idaho
and
First Security Bank of Utah
79 South Main Street
Salt Lake City, Utah 84111
Attention: Tanta Lisa Clayton
(801) 246-5631

Mr. Vernon A. Williams
Acting Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue Northwest
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for filing and recordation pursuant to the provisions of 49 U.S.C. Section 11303 are one original and one photocopy of a Lease Renewal Amendment dated as of September 28, 1994 to a Lease Agreement dated as of August 20, 1979.

The names of the parties to the enclosed document are:

✓ Lessor: First Security Bank of Idaho, N.A., as Successor Trustee to First Security State Bank.*

✓ Lessee: Norfolk and Western Railway Company, as assignee of Illinois Terminal Railroad Company.*

A description of the railroad equipment covered by the enclosed document is set forth in Exhibit A to the Document, a copy of which is attached to this letter as Exhibit A. Also enclosed is a check in the amount of \$18.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee. Kindly return the stamped original of the enclosed document and the stamped photostatic copy of this letter to:

Bradley C. Gunstad
First Bank National Association
First Bank Place, MPFP 0904
601 Second Avenue South
Minneapolis, MN 55402
(612) 973-0658

Following is a short summary of the enclosed document:

The enclosed document provides for a three year renewal of Lease Agreement dated as of August 20, 1979 between Lessor and Lessee. The Lease Agreement was filed with the Interstate Commerce Commission on September 28, 1979, Recordation Number 10850-B.

Very truly yours,

Bradley C. Gunstad

BCG/jg
Enclosure
FBNA/012595-1

Member First Bank System

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& ENFORCEMENT
SECTION OF OPERATION
& INSURANCE
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EXHIBIT A

One hundred ninety-three (193) 50-foot, 6-inch, 70-ton, Class XM
Boxcars bearing the following road initials and numbers (all
inclusive):

ITC 8000
ITC 8002-8003
ITC 8005-8030
ITC 8032-8041
ITC 8043-8051
NW 718052
ITC 8053-8071
ITC 8073-8081
ITC 8083-8094
ITC 8096-8137
NW 718138
ITC 8139-8185
NW 718186
ITC 8187-8199

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LEASE RENEWAL

THIS LEASE RENEWAL dated as of September 28, 1994, by and between NORFOLK AND WESTERN RAILWAY COMPANY (the "Lessee") and SECURITY BANK OF IDAHO, N.A., as Successor Trustee to FIRST SECURITY STATE BANK, a Utah corporation, acting not in its individual capacity but solely as Trustee (the "Owner-Trustee") under a Trust Agreement dated August 20, 1979, with First Bank National Association.

RECITALS

WHEREAS, Illinois Terminal Railroad Company, as lessee, and the Owner-Trustee entered into a Lease of Railroad Equipment dated as of August 20, 1979, which was amended pursuant to an Amendment Agreement dated as of October 20, 1979 (the "Lease"), providing for the lease by the Owner-Trustee to Illinois Terminal Railroad Company of 200 50-foot, 6-inch, 70-ton, Class XM Boxcars originally numbered ITC 8000 through 8199, inclusive ("**Equipment**");

WHEREAS, pursuant to an Assignment and Assumption Agreement dated as of September 1, 1981, Illinois Terminal Railroad Company assigned and transferred all its interest in and to the Lease and the Equipment to the Lessee;

WHEREAS, the original term of the Lease commenced upon delivery and acceptance of the Equipment and was stated to terminate on September 28, 1994;

WHEREAS, during the original term of the Lease a total of seven (7) units of the Equipment suffered a Casualty Occurrence, Lessee paid to the Owner-Trustee the appropriate Casualty Value therefor, and such seven (7) units of the Equipment no longer are subject to the Lease;

WHEREAS, on the date hereof there remain one hundred ninety-three (193) units of the Equipment bearing the identifying numbers shown on the attached Exhibit A (collectively, the "**Remaining Units**");

WHEREAS, the original purchase price of each of the Remaining Units is \$40,126.00 (the "**Purchase Price**");

WHEREAS, the Lessee has the right to renew the Lease as to the Remaining Units for an additional three-year renewal period commencing on the date hereof at a semiannual rental for each Remaining Unit equal to the 2.5% of the Purchase Price of such Remaining Unit; and

WHEREAS, in accordance with the provisions of the Lease, the Lessee has elected to exercise its right to renew and has renewed the Lease for such additional three-year renewal period, and the parties hereto desire to evidence the renewal of the Lease by executing this Lease Renewal.

NOW, THEREFORE, the Lessee and the Owner-Trustee, intending to evidence the renewal of the term of the Lease, acknowledge that the Lease has been renewed and agree as follows:

1. The Owner-Trustee confirms and represents to the Lessee that the full principal amount of the indebtedness, and all interest thereon, payable in respect of the Remaining Units under the Conditional Sale Agreement dated as of August 20, 1979, between the

Owner-Trustee and Pullman Incorporated (Pullman Standard Division), has been fully paid and discharged.

2. In accordance with Section 13 of the Lease, the Lessee has caused the Lease to be renewed for the Renewal Period (defined below) and, as provided in said Section 13,

(a) the term of the Lease with respect to the Remaining Units has been and is extended from September 28, 1994 to and including September 28, 1997 (the "Renewal Period");

(b) during the Renewal Period, Lessee shall pay to the Owner-Trustee with respect to each Remaining Unit then subject to the Lease an amount equal to 2.5% of the Purchase Price of such Remaining Unit, payable in arrears on March 28 and September 28 in each year of the Renewal Period; and

(c) during the Renewal Period, the Casualty Value of each Remaining Unit that suffers a Casualty Occurrence shall be the applicable percentage of the Purchase Price shown on Schedule B to the Lease.

3. During the Renewal Period, the terms and provisions of the Lease (including, without limitation, Section 13 thereof relating to the Lessee's renewal and purchase options) will remain in effect as to the Remaining Units. This Lease Renewal is not intended to amend or modify the terms of the Lease.

IN WITNESS WHEREOF, the parties have executed this Lease Amendment as of the date first written above.

NORFOLK AND WESTERN RAILWAY COMPANY

By: William R. [Signature]
Vice President

FIRST SECURITY BANK OF IDAHO, N.A.,
as Successor Trustee to
SECURITY STATE BANK, as

By: [Signature]
Title: Trust Officer

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ITC 8096-8137
NW 718138
ITC 8139-8185
NW 718186
ITC 8187-8199

COMMONWEALTH OF VIRGINIA)
) SS.
CITY OF NORFOLK)

I, Sandra J. Gorby, a notary public, do hereby certify that on the 19th day of January, 1994, personally appeared before me William J. Rohrig, Vice President of Norfolk and Western Railway Company, a Virginia corporation, and being first duly sworn by me, acknowledged that he signed the foregoing document on behalf of said corporation in the capacity therein set forth, by authority of the Board of Directors of said corporation, and declared that the statements therein contained are true.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and Commonwealth aforesaid, the day and year first above written.

Sandra J. Gorby
Notary Public

My commission expires:

March 31, 1998

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

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& INSURANCE

I, Elizabeth M. Webb, a notary public, do hereby certify that on the 13th day of January, 1994, personally appeared before me Nancy M. Wall, of First Security Bank of Idaho, N.A., and being first duly sworn by me, acknowledged that he signed the foregoing document on behalf of said corporation in the capacity therein set forth, by authority of the Board of Directors of said corporation, and declared that the statements therein contained are true.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Elizabeth M. Webb
Notary Public

My commission expires:

