



First Bank

Minneapolis Office
First Bank Place
Minneapolis, Minnesota 55480
612 370-4141

RECORDATION NO. 10311-F FILED 1425

APR 9 1993 10:10 AM

April 8, 1993

INTERSTATE COMMERCE COMMISSION

Mrs. Mildred Lee
Interstate Commerce Commission
12th Street and Constitution Avenue Northwest
Washington, D.C. 20423

Dear Mrs. Lee:

Enclosed for filing and recordation pursuant to the provisions of 49 U.S.C. Section 11303 are one original and one photocopy of an Trust Termination, Assignment and Assumption Agreement dated as of March 19, 1993.

The names of the parties to the enclosed document are:

Owner Trustee: First Security Bank of Utah, N.A.

Owner: First Bank National Association, as successor by name change to First National Bank of Minneapolis and as successor by assignment to the interest of First Security Leasing Company of Nevada.

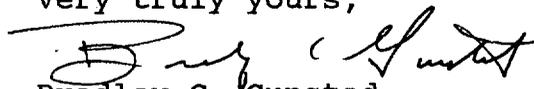
A description of the railroad equipment covered by the enclosed document is set forth in the document itself. Also enclosed is a check in the amount of \$16.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee. Kindly return the stamped original of the enclosed 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

Following is a short summary of the enclosed document:

Trust Termination, Assignment and Assumption Agreement which assigns the Lease dated March 15, 1979 between Owner Trustee and The Chicago Northwestern Transportation Company from Owner Trustee to Owner, which Lease was filed with the Interstate Commerce Commission on April 24, 1979, recordation number 10311-A.

Very truly yours,


Bradley C. Gunstad

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INTERSTATE COMMERCE COMMISSION

TRUST TERMINATION, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS TRUST TERMINATION, ASSIGNMENT AND ASSUMPTION AGREEMENT is dated as of March 9, 1993 by and between First Security Bank of Utah, N.A., not in its individual capacity but solely as trustee (herein the Trustee) under a Trust Agreement dated as of March 15, 1979 and **FIRST BANK NATIONAL ASSOCIATION** (the "Owner"), as successor by name change to First National Bank of Minneapolis and as successor by assignment to the interest of First Security Leasing Company of Nevada under the Trust Agreement.

WHEREAS the Trustee entered into a Trust Agreement dated as of March 15, 1979 (the "Trust Agreement") with First National Bank of Minneapolis and First Security Bank of Idaho, N.A.; and

WHEREAS, the First Security Bank of Idaho, N.A. assigned its beneficial interest in the Trust Estate created pursuant to the Trust Agreement to First Security Leasing Company of Nevada effective as of February 29, 1989; and,

WHEREAS, the First Security Leasing Company of Nevada assigned its beneficial interest in the Trust Estate created pursuant to the Trust Agreement to Owner effective June 30, 1989; and,

WHEREAS the Trustee has entered into a Lease of Railroad Equipment dated as of March 15, 1979 (the "Lease") with the Chicago and Northwestern Transportation Company (the "Lessee") which Lease was filed with the Interstate Commerce Commission on April 24, 1979, Recordation Number 10311-A, covering the six (6) Model GP-7 Diesel Electric Locomotives, bearing Chicago and North Western Transportation Company Nos. 4481 to 4486, inclusive and four (4) Model GP-9 Diesel Electric Locomotives, bearing Chicago and North Western Transportation Company Nos. 4537 to 4540, inclusive; and,

WHEREAS the Owner desires to terminate the Trust Agreement and wishes to assume the obligations of the Lessor under the Lease in order to enforce the end of term obligations of the Lessee and for all other purposes.

NOW THEREFORE, for \$1.00 and other good and valuable consideration, receipt of which is hereby acknowledged, the Trustee and the Owner hereby agree as follows:

1. The Trustee hereby assigns, transfers and conveys to the Owner all of its interest in the Trust Estate under the Trust Agreement and all of its interest as Lessor under the Lease and all

of its interest in any and all documents, agreements, certificates and opinions delivered pursuant thereto, and all amendments or supplements thereof.

2. The Owner hereby unconditionally and irrevocably assumes and agrees to be bound by all terms of the Lease and to undertake all of the obligations and liabilities of the Trustee, as Lessor, under the Lease.

3. Upon completion of the assignment and assumption provided for above, the Trust Agreement shall be deemed terminated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date written above.

OWNER

**FIRST BANK NATIONAL
ASSOCIATION**

BY: 

ITS: AVP

DATE: 3/17/93

TRUSTEE

**FIRST SECURITY BANK OF UTAH
N.A. not in its individual
capacity but solely as
trustee.**

BY: 

ITS: TRUST OFFICER

DATE: March 19, 1993

STATE OF Utah)

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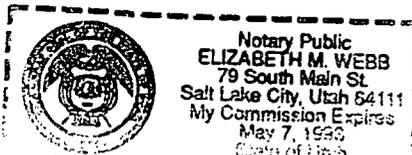
COUNTY OF Salt Lake)

On this 19th day of March, 1993, before me personally came Jodie B. Curtis, to me known, who, being by me duly sworn, did depose and say that ~~he~~/she is the Trust Officer of First Security Bank of Utah, N.A., a ~~national banking association~~, and ~~he~~/she acknowledged to me ~~he~~/she executed the foregoing document on behalf of said First Security Bank of Utah, N.A. by order of its Board of Directors and that such document was the free act and deed of said Jodie B. Curtis.

Witness my hand and official seal.

Elizabeth M. Webb

Notary Public in and for said State



My commission expires: 5-7-93

STATE OF Minnesota

COUNTY OF Hennepin

On this 17th day of March, 1993, before me personally came James Koski, to me known, who, being by me duly sworn, did depose and say that he is the Assistant Vice President of First Bank National Association, a National Banking Association, and he acknowledge to me he executed the foregoing document on behalf of said Association by order of its Board of Directors and that such document was the free act and deed of said Association.

Witness my hand and official seal.

Cheryl Van Brunt

Notary Public in and for said State



My commission expires:

Aug 19, 1998