



First Bank

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

RECORDATION NO. 10523-D FILED 1425

APR 9 1993 10:10 AM

INTERSTATE COMMERCE COMMISSION

April 8, 1993

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 Amended Termination Agreement dated as of March 16, 1993.

The names of the parties to the enclosed document are:

Security Trustee: Continental Bank N.A. (formerly called Continental Illinois National Bank and Trust Company of Chicago.

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

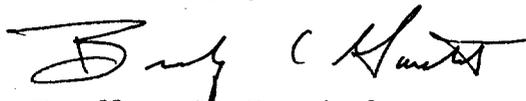
A description of the railroad equipment covered by the enclosed document is set forth in the document itself. Also enclosed is a check in the amount of \$16.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee. Kindly return the stamped original of the enclosed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

Amended Termination Agreement which amends the Termination Agreement dated July 21, 1992 which was filed with the Interstate Commerce Commission on July 24, 1992, recordation number 10523-C.

Very truly yours,


Bradley C. Gunstad

BCG/jg
Enclosures

APR 9 1993 10:10 AM

INTERSTATE COMMERCE COMMISSION

AMENDED TERMINATION AGREEMENT

THIS AMENDED TERMINATION AGREEMENT is dated as of March 16, 1993 by and between CONTINENTAL BANK N.A. (formerly called Continental Illinois National Bank and Trust Company of Chicago) as Security Trustee (herein the "Security Trustee") and FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity but solely as owner trustee (herein the "Owner Trustee") under a Trust Agreement dated as of April 15, 1979 with FIRST BANK NATIONAL ASSOCIATION, as successor by assignment to First Security Bank of Idaho, N.A.), (herein the "Owner").

WHEREAS the CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY (herein the "Lessee") has heretofore executed and delivered to Owner Trustee that certain Lease of Railroad Equipment dated as of April 15, 1979 (herein the "Lease") pursuant to which Lessee has leased from Owner Trustee Fifteen (15) Model GP-7 Diesel Electric Locomotives, bearing Chicago and North Western Transportation Company Nos. 4466 to 4480, inclusive and five (5) Model GP-9 Diesel Electric Locomotives, bearing Chicago and North Western Transportation Company Nos. 4541 to 4545, inclusive; and,

WHEREAS, the Owner Trustee and the Security Trustee entered into that certain Trust Indenture and Security Agreement dated as of April 15, 1979 (herein the Security Agreement) under which Owner Trustee interest in the Lease and Collateral was pledged to the Security Trustee; and,

WHEREAS, the Security Agreement and the Lease were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303 on June 20, 1979 at 2:20 p.m., recordation numbers 10523 and 10523-A, respectively.

WHEREAS, the obligations of the Owner Trustee to the Security Trustee under the Security Agreement having been satisfied in full, the Owner Trustee and the Security Trustee terminated the Security Agreement and the Security Trustee's interest in the Collateral by a written Termination Agreement dated as of July 21, 1992 which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303 on July 24, 1992, recordation number 10523-C; and,

WHEREAS, the Owner Trustee and the Security Trustee desire to execute and file an Amended Termination Agreement which more correctly and fully describes the Collateral by Lessee Road Number.

NOW THEREFORE, for \$1.00 and other good and valuable consideration, receipt of which is hereby acknowledged, the Security Trustee and the Owner Trustee, with due authority from the Owner, hereby execute and agree to file this Amended Termination Agreement with the Interstate Commerce Commission.

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

SECURITY TRUSTEE

OWNER TRUSTEE

CONTINENTAL BANK, N.A.

**FIRST SECURITY BANK OF UTAH,
N.A., NOT IN ITS INDIVIDUAL
CAPACITY BUT SOLELY AS OWNER
TRUSTEE**

BY: Alice K. Sheehouse

BY: Jodie B Curtis

ITS: VICE PRESIDENT

ITS: TRUST OFFICER

DATE: March 16, 1993

DATE: March 19, 1993

STATE OF ILLINOIS)

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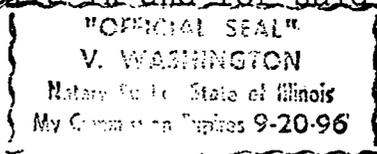
COUNTY OF COOK)

On this 16th day of March, 1993, before me personally came Alice K. Greenhouse, to me known, who, being by me duly sworn, did depose and say that ~~he~~/she is the VICE PRESIDENT of Continental Bank, National Association, a national banking association, and ~~he~~/she acknowledged to me ~~he~~/she executed the foregoing document on behalf of said Continental Bank, National Association ~~National Banking Association~~ by order of its Board of Directors and that such document was the free act and deed of said Alice K. Greenhouse.

Witness my hand and official seal.

V. Washington V. WASHINGTON

Notary Public in and for said State



My commission expires: 9-20-96

STATE OF Utah)

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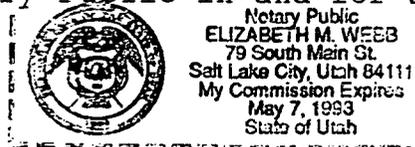
COUNTY OF Salt Lake)

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