



UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT  
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) July 7, 2010 (July 6, 2010)

**L. B. Foster Company**

(Exact name of registrant as specified in its charter)

**Pennsylvania**

(State or other jurisdiction of incorporation)

**000-10436**

(CommissionFile Number)

**25-1324733**

(I.R.S. EmployerIdentification No.)

**415 Holiday Drive, Pittsburgh, Pennsylvania**

(Address of principal executive offices)

**15220**

(Zip Code)

Registrant's telephone number, including area code (412) 928-3417

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Item 1.01                    Entry into a Material Definitive Agreement**

On July 6, 2010, the Registrant's wholly owned subsidiary, CXT Inc., signed a lease amendment for its concrete tie and crossings plant in Spokane, Washington with the landlord, Park SPE, LLC. The amendment extends the term of the Lease for an additional five (5) year period ending July 31, 2015. The amendment is attached hereto and incorporated by reference.

On July 6, 2010, the Registrant's wholly owned subsidiary, CXT Inc., signed a lease amendment for its precast concrete buildings facility in Spokane, Washington with the landlord, Park SPE, LLC. The amendment extends the term of the Lease for an additional forty (40) month period ending July 31, 2015. The amendment is attached hereto and incorporated by reference.

**Item 9.01                    Financial Statements and Exhibits**

(d) Exhibits

10.12.7 Eight Amendment dated July 6, 2010 to lease between CXT Incorporated and Park SPE, LLC.

10.19.2 Third Amendment dated July 6, 2010 to lease between CXT Incorporated and Park SPE, LLC.

---

## SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**L.B. Foster Company**  
(Registrant)

Date: **July 7, 2010**

**/s/ David J. Russo**  
David J. Russo  
Senior Vice President,  
Chief Financial and Accounting Officer and Treasurer

---

**EXHIBIT INDEX**

<b>Exhibit Number</b>	<b>Description</b>
10.12.7	Eight Amendment dated July 6, 2010 to lease between CXT Incorporated and Park SPE, LLC.
10.19.2	Third Amendment dated July 6, 2010 to lease between CXT Incorporated and Park SPE, LLC.

---



## EIGHTH AMENDMENT TO LEASE

THIS AMENDMENT made and entered into this 6<sup>th</sup> day of July, 2010 by and between **PARK SPE, LLC**, hereinafter called "Lessor," and **CXT INCORPORATED**, a Delaware corporation hereinafter called "Lessee."

### RECITALS

WHEREAS, on **April 1, 1993**, the Lessor and Lessee entered into an agreement of Lease covering those certain premises described as a **portion of those certain premises described as Spokane County Altered Binding Site Plan No. 87-17, Spokane County Binding Site Plan No. 88-21, and Spokane County Binding Site Plan No. 88-22**, containing approximately **8,619,217 gross square feet (Building S-16)**, located at **3808 North Sullivan Road**, situated in the County of Spokane, the State of Washington.

WHEREAS, on **March 28, 1996** the Lessor and Lessee entered into a First Amendment to Lease covering those certain premises **whereby expanding its Premises to include 2.765 acres of Parcel A (located East of Tract A) and increasing the monthly Base Rent and Common Area Expenses.**

WHEREAS, on **June 30, 1999** the Lessor and Lessee entered into a Second Amendment to Lease covering those certain premises **whereby Lessee entered into a transaction wherein its stockholders sold all of their stock to L.B. Fuster Company, which sales constituted a transfer of the Lessee's interest in the Lease requiring Lessor's consent. The Lease and all addendums and amendments thereto are hereinafter collectively referred to as the "Lease."**

WHEREAS, on **November 7, 2002** the Lessor and Lessee entered into a Third Amendment to Lease covering those certain premises **whereby extending the Term of the Lease for an additional year effective January 1, 2003.**

WHEREAS, on **December 15, 2003** the Lessor and Lessee entered into a Fourth Amendment to Lease covering those certain premises **whereby extending the Term of the Lease for an additional seven (7) months effective January 1, 2004.**

WHEREAS, on **June 29, 2004** the Lessor and Lessee entered into a Fifth Amendment to Lease covering those certain premises **whereby extending the Term of the Lease for an additional two (2) years effective August 1, 2004.**

WHEREAS, on **May 9<sup>th</sup>, 2006** the said Lessor and Lessee entered into a Sixth Amendment to Lease covering those certain premises **whereby extending the Term of the Lease for an additional two (2) years effective August 1, 2006.**

WHEREAS, on **April 28<sup>th</sup>, 2008** the said Lessor and Lessee entered into a Seventh Amendment to Lease covering those certain premises **whereby extending the Term of the Lease for an additional two (2) years effective August 1, 2008.**

WHEREAS, the said Lessee now desires to extend the Term of the Lease for an additional five (5) year period effective August 1, 2010. Lessor also agrees to expand the Premises to include an additional parking area.

NOW, THEREFORE, in consideration of the promises and agreements herein contained, it is hereby agreed as follows:

**Article 2. Premises Leased, shall be amended with the addition of the following:**

Premises shall also include an additional parking area as depicted on the attached Exhibit "A-1" – Parking Area.

**Article 3. Term, shall be amended as follows:**

The Term of the Lease shall be extended for an additional five (5) year period effective August 1, 2010 and shall end on July 31, 2015.

**Article 4. Base Rent, Paragraph 4.1, shall be amended as follows:**

August 1, 2010 through July 31, 2012	\$18,541.00 per month
August 1, 2012 through July 31, 2014	\$18,911.00 per month
August 1, 2014 through July 31, 2015	\$19,290.00 per month

EXCEPT for the new terms and conditions listed above, all other terms and conditions of the Lease and any subsequent amendment(s) shall remain in full force and effect.

IN WITNESS WHEREOF, the said Lessor and Lessee have executed this amendment to lease the day and year first written above.

**LESSOR:**

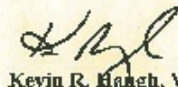
**PARK SPE, LLC**



Rob B. Gragg, Authorized Representative

**LESSEE:**

**CXT INCORPORATED,  
a Delaware corporation**



Kevin R. Hough, Vice President



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SPOKANE )

On this 10<sup>th</sup> day of July, 2010, personally appeared Rnh D. Gregg on me known to be the Authorized Representative of PARKSFE, LLC, the limited liability company, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Dale C. Porter  
Name Printed: Dale C. Porter  
NOTARY PUBLIC in and for the State of Washington,  
residing at Spokane Valley.  
My Commission Expires: 8.01.2010

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SPOKANE )

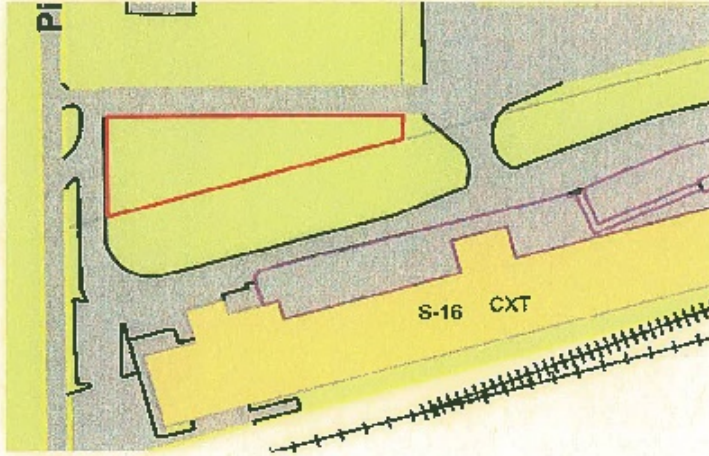
On this 10 day of July, 2010 personally appeared Kevin R. Haugh to me known to be the Vice President of CNT INCORPORATED, the Delaware corporation, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Dean M. Stuart  
Name Printed: Dean M. Stuart  
NOTARY PUBLIC in and for the State of Washington,  
residing at Spokane.  
My Commission Expires: May 31, 2013

Exhibit "A-1" - Parking Area



CXT Incorporated  
Additional Parking Area  
For Building #S-16



### THIRD AMENDMENT TO LEASE

THIS AMENDMENT, made and entered into this 6th day of July, 2010, by and between **PARK SPE, LLC**, hereinafter called "Lessor," and **CXI INCORPORATED**, a Delaware corporation, hereinafter called "Lessee."

#### RECITALS

WHEREAS, on **December 20, 1996**, Crown West Realty, L.L.C. and Lessee entered into an agreement of Lease covering those certain premises described as **approximately 120,000 square feet in Building #7 and approximately five (5) acres of land immediately east of Building #7, across Fifth Street**, situated in the County of Spokane, State of Washington, which has subsequently been amended as described below. The Lease and all amendments thereto are hereinafter collectively referred to as the "Lease". The Lease has been assigned to Lessor.

WHEREAS, on **June 28, 1999**, the Lessor and Lessee entered into an Amendment to Lease covering those certain premises whereby Lessee temporarily leased an additional **approximate 18,640 square feet in the west center bay of Building #11 for the period of June 28, 1999 through July 1, 1999**.

WHEREAS, on **June 30, 1999**, the Lessor and Lessee entered into an Addendum to Lease covering those certain premises whereby adding Lessee's **Option to Terminate the Lease effective December 31, 1999**.

WHEREAS, on **June 30, 1999** the Lessor and Lessee entered into an Addendum to Lease covering those certain premises whereby Lessee entered into a transaction wherein its stockholders sold all of their stock to **L.B. Foster Company**, which sales constituted a transfer of the Lessor's interest in the Lease requiring Lessor's consent. The Lease and all addendums and amendments thereto are hereinafter collectively referred to as the "Lease".

WHEREAS, on **June 29, 2001**, the Lessor and Lessee entered into a Second Amendment to Lease covering those certain premises whereby extending the Term of the Lease for an **additional four (4) year period effective April 1, 2003**. This Amendment also contained an automatic five (5) year Extension Term effective April 1, 2007.

WHEREAS, the said Lessee now desires to extend the Term of the Lease for an **additional forty (40) month period effective April 1, 2012**.

NOW, THEREFORE, in consideration of the promises and agreements herein contained, it is hereby agreed as follows:



**Section 2. Term, shall be amended as follows:**

The Term of the Lease shall be extended for an additional forty (40) month period effective April 1, 2012 and shall end on July 31, 2015.

**Section 3. Rent, shall be amended as follows:**

April 1, 2012 through March 31, 2014	\$33,252.00
April 1, 2014 through July 31, 2015	\$33,917.00

**Section 3b. Subordination, shall be replaced in its entirety as follows:**

Without the necessity of any additional document being executed by Lessee for the purpose of effecting a subordination, and at the election of Lessor or any mortgagee with a lien on the Premises, this Lease will be subject and subordinate at all times to the lien of any mortgage or deed of trust which may now exist or hereafter be executed in any amount for which the Premises, the building containing the Premises or the development or the project of which the Premises is a part, or Lessor's interest or estate in any of said items is specified as security. Lessee will execute and deliver within five (5) days of notice from Lessor at Lessor's expense instruments subordinating this Lease to any such mortgage or evidencing such subordination. Provided, however, Lessor shall provide to Lessee an agreement in writing from any such mortgagee to the effect that so long as Lessee shall faithfully discharge its obligations under this Lease, its tenancy will not be disturbed nor this Lease affected by any default of such mortgage, and that in the event of a sale of the Premises in foreclosure or any sale, transfer or conveyance in lieu thereof, that same will be sold, transferred or conveyed subject to this Lease.

EXCEPT for the new terms and conditions listed above, all other terms and conditions of the Lease and any subsequent amendment(s) shall remain in full force and effect.

IN WITNESS WHEREOF, the said Lessor and Lessee have executed this amendment to lease the day and year first written above.

**LESSOR:**

**PARK SPE, LLC**

  
\_\_\_\_\_  
Rob B. Gray, Authorized Representative

**LESSEE:**

**CXI INCORPORATED,  
a Delaware corporation**

  
\_\_\_\_\_  
Kevin R. Haugh, Vice President

STATE OF WASHINGTON )  
COUNTY OF SPOKANE )

On this 6th day of July, 2010, personally appeared Roll B. Griggs, to me known to be the Authorized Representative of PARKSFE, LLC, the limited liability company, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Dale C. Porter  
Name Printed: Dale C. Porter  
NOTARY PUBLIC in and for the State of Washington,  
residing at Spokane.  
My Commission Expires: 8-01-2010

STATE OF WASHINGTON )  
COUNTY OF SPOKANE )

On this 6 day of July, 2010, personally appeared Kevin R. Haugh to me known to be the Vice President of CXI Incorporated, the Delaware corporation, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Dean M. Stuart  
Name Printed: Dean M. Stuart  
NOTARY PUBLIC in and for the State of Washington,  
residing at Spokane  
My Commission Expires: May 31, 2013

