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INTERSTATE COMMERCE COMMISSION

THIS INDENTURE OF LEASE, made and entered into, by and between KANSAS CITY STOCK YARDS COMPANY OF MAINE, a corporation of the State of Maine, Lessor, and THE KANSAS CITY CONNECTING RAILROAD COMPANY, a corporation of the State of Missouri, Lessee, WITNESSETH:

WHEREAS, The Lessee has for a period of years had possession of and operated transportation facilities owned by the Lessor at the Kansas City public stock yards necessary and used in the movement of loaded cars of livestock and the loading and unloading of such cars at said public stock yards, and have been used by the connecting common carrier railroads in the movement of livestock to and from the loading and unloading docks of the Lessee under compensation provided for in the tariffs of the Lessee; and

WHEREAS, the parties hereto desire to perfect the terms as between themselves so as to define their respective rights and duties;

NOW, THEREFORE, It is mutually agreed as follows:

1. The Kansas City Stock Yards Company of Maine does hereby let, lease, and demise unto The Kansas City Connecting Railroad Company all of the property included in that portion of the map attached hereto and made a part hereof and marked Exhibit A, and made a part hereof by reference, which is shaded, including, but not limited to, all of the right, title, and interest of the Kansas City Stock Yards Company of Maine in and to the real estate, improvements, and appurtenances thereon, including railway lines, fixtures, machinery, power house, buildings, pens, alleys, runways, docks, chutes, platforms, chute pans, materials, supplies and equipment thereon; and franchises, rights, estates, and contracts pertaining to said described property, it being the intention of the parties that this lease shall cover any and all property and facilities of every kind, nature, and description necessary or proper for the transportation by The Kansas City Connecting Railroad Company of passengers or property, the loading and unloading of livestock at the Kansas City Stock Yards, and the accommodation of livestock stopped in transit for feed, water, and rest.
2. The parties hereto agree that the Lessee of the demised property shall assume all operating costs, including but not limited to, among others, (a) all taxes, including special real estate assessments and taxes; (b) depreciation in accordance with

the accounting classifications proscribed by the Interstate Commerce Commission for railroads, and (c) insurance.

3. The Lessee shall reimburse Lessor for such amounts annually as Lessor is obligated to pay for real estate taxes, depreciation, insurance, and other special real estate assessments or taxes properly levied or collected.

4. Lessee will pay annually to the Lessor as rental for the demised premises, an amount which in no event shall exceed five percent (5%) of the book value of the leased premises as shown by Lessor on Lessor's books as of January 1 of each year, starting January 1, 1976, minus the depreciation claimed by Lessor on the leased premises as of December 31 of each lease year, commencing December 31, 1976. Lessor's book value of the leased premises for this lease commencing January 1, 1976 is \$407,466.47. Either party hereto may give notice to the other prior to December 1 of any lease year of its desire to adjust the rental within the maximum above provided for, and the parties shall mutually agree upon the rental to be paid for the calendar year. When the parties have agreed upon any change in the rental rate for any lease year they shall advise the Interstate Commerce Commission of the rental paid for such year.

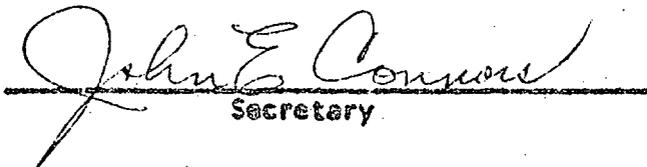
5. The term hereof shall be from January 1, 1976, to December 31, 1976, and thereafter this lease shall remain in full force and effect from year to year unless either of the parties hereto shall give to the other notice in writing on or before November 1 of the current lease year or any subsequent lease year, of the termination of the lease as of December 31, of such lease year. This lease may be terminated at any time by mutual agreement of the parties.

Dated at Kansas City, Missouri, this 1st day of January, 1976.

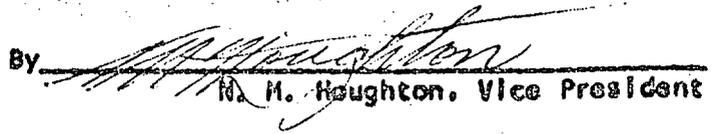
KANSAS CITY STOCK YARDS COMPANY OF MAINE

By   
Chas. B. Jennings, President

Attest:

  
Secretary

THE KANSAS CITY CONNECTING RAILROAD COMPANY

By   
M. H. Houghton, Vice President

Attest:

  
Secretary

STATE OF MISSOURI )  
                          ) ss.  
COUNTY OF JACKSON )

John Connors, of lawful age, being first duly sworn upon his oath states that he is the duly elected, qualified and acting secretary of the Kansas City Stock Yards Company of Maine, a corporation; that the foregoing lease is a true and correct copy of the certain lease entered into by and between the said Kansas City Stock Yards Company of Maine, Lessor, and The Kansas City Connecting Railroad Company, Lessee, which said lease is dated January 1, 1976.

Dated at Kansas City, Missouri, this 1st day of January, 1976.

John E. Connors  
Subscribed and sworn to before me at Kansas City, Missouri, this 1st day of

January, 1976.

Norman M. Houghton  
Notary Public

NORMAN M. HOUGHTON

My Commission expires: My Commission Expires Nov. 18, 1979

STATE OF MISSOURI )  
                          ) ss.  
COUNTY OF JACKSON )

Daniel L. Brenner, of lawful age, being first duly sworn upon his oath states that he is the duly elected, qualified and acting secretary of The Kansas City Connecting Railroad Company, a corporation; that the foregoing lease is a true and correct copy of the certain lease entered into by and between the said Kansas City Stock Yards Company of Maine, Lessor, and The Kansas City Connecting Railroad Company, Lessee, which said lease is dated January 1, 1976.

Dated at Kansas City, Missouri, this 1st day of January, 1976.

Daniel L. Brenner  
Subscribed and sworn to before me at Kansas City, Missouri, this 1st day of

January, 1976.

Walter E. Cook  
Notary Public

My commission expires: 4-2-79