

UNITED STATES TRUST COMPANY

OF NEW YORK

45 WALL STREET NEW YORK, N.Y. 10005

212-425-4500

RECEIVED

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I. C. C.  
FEE OPERATION BR.

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Date ~~12-10-77~~  
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ICC Washington, D.C.

RECORDATION NO. 8657 F Filed & Recorded

JUL 13 1977-10 45 AM  
INTERSTATE COMMERCE COMMISSION

July 12, 1977

RECORDATION NO. 8657-A Filed & Recorded  
JUL 13 1977-10 45 AM  
INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission  
Office of the Secretary  
Washington, D.C. 20423

RECORDATION NO. 8657-E Filed & Recorded

JUL 13 1977-10 45 AM

Gentlemen:

INTERSTATE COMMERCE COMMISSION

On January 11, 1977, at 1:25 P.M., we filed in your office, pursuant to 49 U.S.C. §20c, the following documents, and each of such documents was recorded under the following recordation numbers:

1. Supplement to the Trust Indenture, dated as of October 1, 1976, and the Trust Indenture, dated as of May 1, 1975, signed by First Security Bank of Utah, N.A. and Thomas C. Cuthbert, not in their individual capacities, but solely as Owner Trustees, and United States Trust Company of New York, as Trustee--Recordation Nos. 8657 and 8657-A.

2. Master Equipment Lease, dated as of October 1, 1976, signed by First Security Bank of Utah, N.A. and Thomas C. Cuthbert, not in their individual capacities, but solely as Owner Trustees, as Lessor, and Kansas City Southern Industries, Inc., as Master Lessee--Recordation No. 8657-B.

3. Lease Supplement No. 1, dated as of October 1, 1976, between First Security Bank of Utah, N.A. and Thomas C. Cuthbert, not in their individual capacities, but solely as Owner Trustees, and Kansas City Southern Industries, Inc., as Master Lessee and Lessee--Recordation No. 8657-C.

C. Cuthbert  
E. Cuthbert  
D. W. L. Cuthbert

With this letter we are enclosing for filing and recording, pursuant to 49 U.S.C. §20c, the original and three counterparts of the following:

1. Amendment No. 1 to Supplement to the Trust Indenture, dated as of October 1, 1976 among First Security Bank of Utah, N.A. and Thomas C. Cuthbert, not in their individual capacities, but solely as Owner Trustees, and United States Trust Company of New York, as Trustee.

2. Amendment No. 2 to Supplement to the Trust Indenture, dated as of October 1, 1976 among First Security Bank of Utah, N.A. and Thomas C. Cuthbert, not in their individual capacities, but solely as Owner Trustees, and United States Trust Company of New York, as Trustee.

3. Amendment No. 1 to Lease Supplement No. 1, dated as of March 1, 1977, among First Security Bank of Utah, N.A. and Thomas C. Cuthbert, not in their individual capacities, but solely as Owner Trustees and Lessor, and Kansas City Southern Industries, Inc., as Master Lessee and Lessee.

Attached is a check in the amount of \$30.00 covering the recordation fees.

The names and addresses of the parties to the documents are as follows (as filed herewith):

Owner Trustees under Amendment Nos. 1 and 2 to Supplement to the Trust Indenture and Lessor under Amendment No. 1 to Lease Supplement No. 1

First Security Bank of Utah,  
N.A. and Thomas C. Cuthbert,  
as Owner Trustees  
79 South Main Street  
Salt Lake City, Utah 84111  
Attention: Robert S. Clark, Esq.

Trustee under Amendment Nos. 1 and 2 to Supplement to the Trust Indenture.

United States Trust Company  
of New York, as Trustee  
130 John Street  
New York, New York 10039  
Attention: Corporate Trust and  
Agency Division

Master Lessee and Lessee  
under Amendment No. 1 to  
Lease Supplement No. 1

Kansas City Southern  
Industries, Inc.  
114 W. 11th Street  
Kansas City, Missouri 64105  
Attention: Richard P. Bruening  
General Counsel

The equipment which has been accepted and is the subject of this filing of Amendment Nos. 1 and 2 to Supplement to the Indenture and Amendment No. 1 to Lease Supplement No. 1 consists of the following:

<u>Manufacturer or Seller</u>	<u>Description</u>	<u>Identification or Serial No.</u>
Jackson Railroad Equipment Co.	Model 6000 High Produc- tion Tamper- liner	S.N. 123818
Rex Chainbelt Nordberg Div.	Tie Inserter	S.N. 118
Pettibone Corp.	Speed swing Crane with magnet	S.N. 2147
Plasser American Corporation	Ballast Regulator	S.N. 183
Jackson Vibrators, Inc.	Model 2300 Basic Spot & Production Tamper	S.N. 124898 MW 814
Jackson Vibrators, Inc.	Model 2300 Complete Spot & Production Tamper	S.N. 124899 MW 813
Rexnord Inc. Nordberg Machinery Group	Nordberg OMNSI Tie Inserter	S.N. 119 MW 530

<u>Manufacturer or Seller</u>	<u>Description</u>	<u>Identification or Serial No.</u>
Plasser American Corporation	Ballast Regulator	S.N. 193
Plasser American Corporation	Ballast Regulator	S.N. 187
Plasser American Corporation	Ballast Regulator	S.N. 194
Plasser American Corporation	Ballast Regulator	S.N. 195
Pettibone Corp.	Speed Swing Crane	S.N. 2154
Plasser American Corporation	Ballast Regulator	S.N. 196 MW 823
Jackson Vibrators, Inc.	High Production Tamper/Liner Model 6000	S.N. 126276 MW 812
Plasser American Corporation	Ballast Regulator Model PBR 103	S.N. 202 MW 849

The equipment will be marked as follows:

FIRST SECURITY BANK OF UTAH, N.A. and THOMAS C. CUTHBERT, not in their individual capacities, but solely as Trustees, as Lessor under Kansas City Southern Industries, Inc. 1976 Equipment Lease No. 1; UNITED STATES TRUST COMPANY OF NEW YORK, as Trustee, Secured Party and Lien Holder.

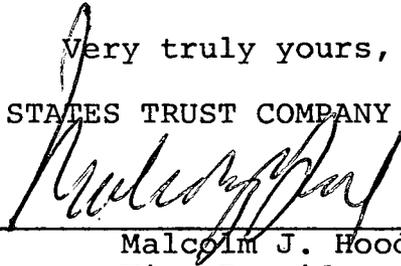
Since the three Supplements relate to the same documents as were covered by the prior filing, we would appreciate it if these Supplements were filed and recorded under the same basic recordation number as the prior recorded documents, namely number 8657.

Please stamp one of the three counterparts to each of the documents with the recordation number, time and date and return such stamped counterparts to the messenger delivering usual letter confirming recordation.

Very truly yours,

UNITED STATES TRUST COMPANY OF NEW YORK

By



Malcolm J. Hood  
Vice President

DUPLICATE

COUNTERPART

AMENDMENT NO. 1  
To  
LEASE SUPPLEMENT NO. 1

RECORDATION NO. 8657 Filed & Recorded

JUL 13 1977 -10 5 AM

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 1, dated as of March 1, 1977, to Lease Supplement No. 1, dated as of October 1, 1976, among FIRST SECURITY BANK OF UTAH, N.A., a national banking association (the *Corporate Trustee*), and THOMAS C. CUTHBERT (the *Individual Trustee*), not in their individual capacities, but solely as trustees under a Master Trust Agreement dated as of May 1, 1975 between them and IteL Leasing Corporation (the *Owner Trustees* or the *Lessor*), and as amended as of October 1, 1976, the corporation named on the signature page hereof as "Lessee" (the *Lessee*) and KANSAS CITY SOUTHERN INDUSTRIES, INC. (the *Master Lessee*).

W I T N E S S E T H :

WHEREAS, the parties hereto have entered into the Kansas City Southern Industries, Inc. 1976 Equipment Lease No. 1 pursuant to which the Lessor agreed to lease to the Lessee, and the Lessee agreed to lease from the Lessor, certain specified Items of Equipment; and

WHEREAS, the parties hereto now desire to modify said Lease (and as so modified is herein referred to as the *Lease*) to add to the equipment to be leased and to amend certain other provisions of the Lease.

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

**SECTION 1. Amendments to Lease**

(a) Exhibit 1 to Lease Supplement No. 1 is amended in its entirety and attached hereto is a new Exhibit 1.

(b) The definition of *Depreciation Method* set forth in Exhibit 2 to Lease Supplement No. 1 is hereby amended in its entirety to read as follows: "Double declining balance method and switching to the sum-of-the-years digits method with the prior consent of the Commissioner of Internal Revenue and taking into account an estimated Gross Salvage Value of 10% of the Lessor's Cost of such Item, which will be reduced by 10% as provided in section 167(f) of the Code."

(c) Attached hereto is a new Exhibit 2-A to Lease Supplement No. 1.

(d) Attached hereto is a new Exhibit 3-A to Lease Supplement No. 1.

**SECTION 2. Miscellaneous**

(a) *Counterpart Execution.* This Amendment No. 1 to Lease Supplement No. 1 may be executed in any number of counterparts and by the different parties hereto on separate counterparts. The single executed original of this Amendment No. 1 marked *Original* shall be the *Original* of this Amendment No. 1 and all other counterparts thereof shall be marked and be *Duplicates*.

(b) *Effect of Amendment.* Except as otherwise modified herein, the Lease remains unchanged and is in full force and effect.

(c) *Headings.* The headings of the sections and paragraphs of this Amendment No. 1 have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions hereof.

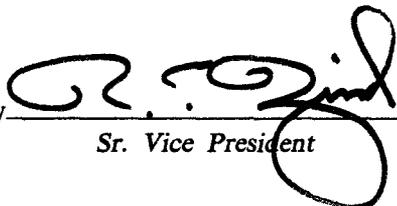
IN WITNESS WHEREOF, the Lessor, the Lessee and the Master Lessee have caused this Amendment No. 1 to Lease Supplement No. 1 to be duly executed by their respective officers thereunto duly authorized, as of the 1st day of March, 1977.

**FIRST SECURITY BANK OF UTAH, N.A. and THOMAS C. CUTHBERT,** not in their individual capacities, but solely as trustees under a Master Trust Agreement dated as of May 1, 1975 between them and IteL Leasing Corporation and as amended as of October 1, 1976  
as *Lessor*

By **FIRST SECURITY BANK OF UTAH, N.A.,** not in its individual capacity, but solely as Corporate Trustee and on behalf of the Individual Trustee,  
as *Corporate Trustee*

By \_\_\_\_\_  
*Authorized Officer*

**KANSAS CITY SOUTHERN INDUSTRIES, INC.,**  
as *Master Lessee and Lessee*

By  \_\_\_\_\_  
*Sr. Vice President*

(c) *Headings.* The headings of the sections and paragraphs of this Amendment No. 1 have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions hereof.

IN WITNESS WHEREOF, the Lessor, the Lessee and the Master Lessee have caused this Amendment No. 1 to Lease Supplement No. 1 to be duly executed by their respective officers thereunto duly authorized, as of the 1st day of March, 1977.

**FIRST SECURITY BANK OF UTAH, N.A. and THOMAS C. CUTHBERT**, not in their individual capacities, but solely as trustees under a Master Trust Agreement dated as of May 1, 1975 between them and Itel Leasing Corporation and as amended as of October 1, 1976  
as Lessor

By **FIRST SECURITY BANK OF UTAH, N.A.**, not in its individual capacity, but solely as Corporate Trustee and on behalf of the Individual Trustee,  
as Corporate Trustee

By   
Authorized Officer

**KANSAS CITY SOUTHERN INDUSTRIES, INC.**,  
as Master Lessee and Lessee

By \_\_\_\_\_  
Sr. Vice President

**EXHIBIT 1**  
**to Lease Supplement No. 1**

**DESCRIPTION OF EQUIPMENT**

<u>Groups of Equipment(a)</u>	<u>Quantity(b)</u>	<u>Manufacturer/Seller</u>	<u>Description(c) (d) and Location</u>	<u>Estimated Lessor's Cost</u>	
				<u>Item</u>	<u>Aggregate</u>
1	3	Jackson Railroad Equipment Co., Chicago, Ill.	High Production Tamper/Liner – Model 6000 (used for surfacing and lining track). Ark., Ka., Lo., Mo., Okla. and Tex.	\$123,000	\$369,000
1	2	Jackson Railroad Equipment Co., Chicago, Ill.	Tamper with Jack and Liner – Model 2300 (used for surfacing and lining track). Ark., Ka., Lo., Mo., Okla. and Tex.	\$ 65,590	\$131,180
1	4	Plasser American Corporation, Chesapeake, Va.	Ballast Regulator (spreads ballast). Ark., Ka., Lo., Mo., Okla. and Tex.	\$ 47,500	\$190,000
1	2	Rex Chainbelt Inc., Nordberg Division, Milwaukee, Wisc.	Tie Inserter (mechanically inserts ties under rail). Ark., Ka., Lo., Mo., Okla. and Tex.	\$ 93,250	\$186,500
1	1	Fairmont Railway Motors, Inc., St. Louis, Mo.	Tie Shear (cuts old ties into three pieces for easier removal). Ark., Ka., Lo., Mo., Okla. and Tex.	\$ 47,570	\$ 47,570
1	1	Pettibone Corp., Chicago, Ill.	Speed Swing Crane with Magnet (facilitates the movement of material). Ark., Ka., Lo., Mo., Okla. and Tex.	\$ 81,500	\$ 81,500

EXHIBIT 1  
to  
Lease Supplement No. 1  
Page 2

<u>Groups of Equipment(a)</u>	<u>Quantity(b)</u>	<u>Manufacturer/Seller</u>	<u>Description(c) (d) and Location</u>	<u>Estimated Lessor's Cost</u>	
				<u>Item</u>	<u>Aggregate</u>
1	10	Tamper, W. Columbia, S.C.	Hydranewers (used to replace old ties). Ark., Ka., Lo., Mo., Okla. and Tex.	\$ 10,150	\$101,500
1	1	Hoesch America Inc., Atlanta, Ga.	Rerailer (used for rerailling of freight cars and locomotives). Ark., Ka., Lo., Mo., Okla. and Tex.	\$ 34,000	\$ 34,000
1	—	Computerm Corp, Pittsburgh, Pa.	Channel Extension Unit and 16K Concentrator (peripheral computer equipment used to expand communication capabilities). Kansas City, Mo.	—	\$ 80,000
1	—	Storage Technology Corporation, Louisville, Col.	Tape Drives - Model 3660 (reads and writes magnetic tape files). Kansas City, Mo.	—	\$113,000
1	2	*	TCR-100 Video Cartridge Recorder (automates telecasting of commercials). Peoria, Ill. and Jefferson City, Mo.	—	+
1	5	*	TR-600 Video Tape Recorder (improves picture quality and programming flex- ibility). Peoria, Ill. and Jefferson City, Mo.	—	+

<u>Groups of Equipment(a)</u>	<u>Quantity(b)</u>	<u>Manufacturer/Seller</u>	<u>Description(c) (d) and Location</u>	<u>Estimated Lessor's Cost</u>	
				<u>Item</u>	<u>Aggregate</u>
1	—	*	Miscellaneous Audio Equipment (improves present audio equipment). Peoria, Ill. and Jefferson City, Mo.	—	+
1	2	*	Electronic News Gathering Equipment — TK-76 Camera and associated gear (portable electronic camera for use outside of studio). Peoria, Ill. and Jefferson City, Mo.	—	+
1	2	*	Studio Camera — TK-46 Camera and associated gear (replacement of current cameras). Peoria, Ill. and Jefferson City, Mo.	—	+
2	1	*	UHF Transmitter — TTU-60C Transmitter and associated gear (replacement of obsolete transmitter). Peoria, Ill. and Jefferson City, Mo.	—	+

The items marked \* above are manufactured by various manufacturers arranged by RCA Corporation

RCA package price for items marked + above

\$1,170,000

EXHIBIT 1  
to  
Lease Supplement No. 1  
Page 4

<u>Groups of Equipment(a)</u>	<u>Quantity(b)</u>	<u>Manufacturer/Seller</u>	<u>Description(c) (d) and Location</u>	<u>Estimated Lessor's Cost</u>	
				<u>Item</u>	<u>Aggregate</u>
1	—	Sony Corp., Chicago, Ill.	Editing Equipment — Reel to Reel Tape Recorders and associated equipment (used in connection with the electronic news gathering equipment). Peoria, Ill.	—	\$100,000
1	1	Thompson Laboratories, Stamford, Conn.	Character Generator (improves news program presentation and better quality local commercials). Jefferson City, Mo.	\$ 25,000	\$ 25,000
2	1	—	Tape Controlled Metal Machine (semi- automated sheet metal cutting machine). Kansas City, Mo.	\$250,000	\$250,000
1	—	Xerox Corporation, Stamford, Conn.	Copier Machines (various models). Kansas City, Mo.	—	\$100,000
3	2	International Business Machines Corporation, Kingston, N.Y.	IBM Mag Card "2" Typewriters. Missouri	\$ 12,886	\$ 25,772
3	1	International Business Machines Corporation, Kingston, N.Y.	IBM Mag Card "A" Typewriters. Missouri	\$ 11,232	\$ 11,232
3	—	International Business Machines Corporation, Kingston, N.Y.	IBM computer peri- pheral equipment. Ark., Ka., Lo., Mo., Okla. and Tex.	—	\$750,000
2	1	W.A. Whitney, Rockford, Ill.	Numerically con- trolled punching machine for plates and beams. Missouri	\$350,000	\$350,000

EXHIBIT 1  
to  
Lease Supplement No. 1  
Page 5

<u>Groups of Equipment(a)</u>	<u>Quantity(b)</u>	<u>Manufacturer/Seller</u>	<u>Description(c) (d) and Location</u>	<u>Estimated Lessor's Cost</u>		
				<u>Item</u>	<u>Aggregate</u>	
1	—	Jackson Railroad Equipment Co., Chicago, Ill.	Tampers. Ark., Ka., Lo., Mo., Okla. and Tex.	—	\$100,000	
Total Estimated Lessor's Cost						\$4,216,254

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(a) Each Group of Equipment is designated according to the term of the Lease with respect to such Group, and shall be further designated according to the date of acceptance of each Item of Equipment as set forth in the Certificate of Acceptance relating to such Item, as follows:

<u>Date of Acceptance and Term of Lease</u>	<u>Group</u>
July 1 - December 31, 1976 and with a seven year lease term	1A
January 1 - June 30, 1977 and with a seven year lease term	1B
July 1 - December 31, 1977 and with a seven year lease term	1C
July 1 - December 31, 1976 and with a fifteen year lease term	2A
January 1 - June 30, 1977 and with a fifteen year lease term	2B
July 1 - December 31, 1977 and with a fifteen year lease term	2C
January 1 - June 30, 1977 and with a six year lease term	3B
July 1 - December 31, 1977 and with a six year lease term	3C

Except as otherwise expressly provided or as the context shall otherwise require, as used in the Related Participation Agreement, the Indenture, the Related Supplements and the Lease and in all certificates and other instruments delivered pursuant thereto, the terms "Group" or "Group of Equipment" shall refer to the designations described above.

(b) Equipment shall include such additional quantities of Items of Equipment specifically described above as the Lessee shall include in a Certificate of Acceptance.

(c) Upon the prior written consent of the Lessor and the Related Lender, which consent shall not be unreasonably withheld, additional equipment not specifically described above may be included as Equipment for the purposes hereof.

(d) All the Equipment shall be new equipment.

**EXHIBIT 2-A  
to Lease Supplement No. 1**

**GROUPS OF EQUIPMENT  
1C, 2C, 3B, 3C**

*Date of Lease and  
Lease Supplement:* As of October 1, 1976

	<u>Groups</u>			
	<u>1C</u>	<u>2C</u>	<u>3B</u>	<u>3C</u>
<i>Final Delivery Date:</i>	12/31/77	12/31/77	06/30/77	12/31/77
<i>Daily Lease Rate Factor:</i>	(a)	(a)	(a)	(a)
<i>Rent Commencement Date:</i>	(b)	(b)	(b)	(b)
<i>Interim Rent Date:</i>	01/15/78	01/15/78	07/15/77	01/15/78
<i>Basic Lease Rate Factor:</i>	7.9465	4.9809	9.5569	9.5816
<i>Basic Rent Dates:</i>	(c)	(c)	(c)	(c)
<i>First Basic Rent Date:</i>	07/15/78	07/15/78	01/15/78	07/15/78
<i>Last Basic Rent Date:</i>	01/15/85	01/15/93	07/15/83	01/15/84
<i>Expiration Date:</i>	01/15/85	01/15/93	07/15/83	01/15/84
<i>First Termination Date:</i>	07/15/82	01/15/87	01/15/81	07/15/81
<i>Depreciable Life:</i>	7-year	15-year	6-year	6-year
<i>Investment Tax Credit:</i>	10%	10%	6.667%	6.667%

(a) 1/360th of 120% of a rate per annum which shall be the Bank of America, National Trust & Savings Association prime interest rate for unsecured 90-day loans to substantial and responsible commercial borrowers in effect on the Closing Date as adjusted from time to time thereafter to reflect all changes in such prime interest rate effective on the next business day following each change in such prime rate.

(b) The Closing Date with respect to an Item of Leased Equipment.

(c) January 15 and July 15 of each year commencing, with respect to each Group of Equipment, on the First Basic Rent Date and ending on the Last Basic Rent Date.

*Overdue Rate:* 1% over the Long-Term Debt Rate, as such term is defined in the Related Supplements executed in connection herewith.

*Depreciation Method:* Double declining balance method and switching to the sum-of-the-years digits method with the prior consent of the Commissioner of Internal Revenue and taking into account an estimated Gross Salvage Value of 10% of the Lessor's Cost of such Item, which will be reduced by 10% as provided in section 167(f) of the Code.

*Lease Extension Periods:* Two periods of 1 year each

*Return of Equipment:* The Lessee will redeliver railroad Equipment either to Kansas City, Missouri or anywhere on the railroad tracks of the Master Lessee or any of its subsidiaries, as the Lessor shall designate. The Lessee will redeliver all other Equipment anywhere within a radius from the then present location of such Equipment equal in distance to the difference between the then present location of such Equipment and Kansas City, Missouri, as the Lessor shall designate.

*Marking of Equipment:* FIRST SECURITY BANK OF UTAH, N.A. and THOMAS C. CUTHBERT, not in their individual capacities, but solely as Trustees, as Lessor under Kansas City Southern Industries, Inc. 1976 Equipment Lease No. 1; UNITED STATES TRUST COMPANY OF NEW YORK, as Trustee, Secured Party and Lienholder.

*Description of Litigation, if any, Required by Section 8(d) of the Master Equipment Lease:* None

*Description of Litigation, if any, Required by Section 9(b)(iv) of the Master Equipment Lease:* None

*Special Terms Pursuant to Section 4 of this Lease Supplement:*

(A) The Lessee and the Master Lessee hereby consent to the terms of the Master Trust Agreement dated as of May 1, 1976 and as amended as of October 1, 1976 between the Corporate Trustee and the Individual Trustee and Itel Leasing Corporation and to the Indenture (including the Related Supplements).

(B) The Lessee and the Master Lessee hereby agree not to purchase, directly or indirectly, any of the Related Notes.

**EXHIBIT 3-A  
to Lease Supplement No. 1**

**GROUPS OF EQUIPMENT  
1C, 2C, 3B, 3C**

The Casualty Value and Termination Value of each Item shall be the percentage of the Lessor's Cost of such Item set forth opposite the applicable Rent Payment with respect to the applicable Group of Equipment:

<u>Interim Rent Date and Basic Rent Payment No.</u>	<u>Casualty Value(a)(b)</u>	<u>Termination Value(a)(b)</u>
	<u>Group</u>	<u>Group</u>
	<u>1C</u>	<u>1C</u>
Interim Rent Date	91.0979	-
1	88.8184	-
2	85.7084	-
3	81.9603	-
4	77.7183	-
5	73.0684	-
6	68.0905	-
7	62.8211	-
8	57.3475	-
9	51.6098	43.7249
10	45.6975	37.2628
11	39.5405	30.5310
12	33.2294	23.6186
13	26.6828	16.4433
14 and thereafter	20.0000	00.0000

<u>Interim Rent Date and Basic Rent Payment No.</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (a)(b)</u>
	<u>Group</u>	<u>Group</u>
	<u>2C</u>	<u>2C</u>
Interim Rent Date	86.5358	-
1	86.5982	-
2	86.3719	-
3	85.9127	-
4	85.2197	-
5	84.3293	-
6	83.2324	-
7	81.9579	-
8	80.5020	-
9	78.8871	-

<u>Interim Rent Date and Basic Rent Payment No.</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (a)(b)</u>
10	77.1145	-
11	75.2008	-
12	73.1524	-
13	70.9805	-
14	68.6967	-
15	66.3072	-
16	63.8287	-
17	61.2633	-
18	58.6326	51.9329
19	55.8968	48.7954
20	53.0799	45.5586
21	50.1602	42.1995
22	47.1638	38.7437
23	44.0654	35.1648
24	40.8943	31.4911
25	37.6234	27.6947
26	34.2794	23.8010
27	30.8333	19.7801
28	27.3132	15.6587
29	23.6876	11.4043
30 and thereafter	20.0000	00.0000

<u>Interim Rent Date and Basic Rent Payment No.</u>	<u>Casualty Value(a)(b)</u>		<u>Termination Value(a)(b)</u>	
	<u>Group</u>		<u>Group</u>	
	<u>3B</u>	<u>3C</u>	<u>3B</u>	<u>3C</u>
Interim Rent Date	98.4434	98.4261	98.5897	98.6344
1	94.9704	94.8396	95.0155	95.2410
2	90.4140	90.1050	90.3397	90.7891
3	85.1345	84.6213	84.8217	85.5121
4	79.2464	78.5248	78.7063	79.6378
5	72.8668	71.9521	72.0922	73.2343
6	66.0571	64.9984	65.1150	66.4344
7	58.9193	57.7720	57.8640	59.2674
8	51.4846	50.3127	50.3984	51.8533
9	43.8689	42.7550	42.7692	44.1978
10	36.0608	35.1108	35.1283	36.4120
11	28.1886	27.5421	27.4745	28.3008
12		20.0000	20.0000	20.0000

(a) Casualty Values and Termination Values are expressed as a percentage of Lessor's Cost. Such percentages have been computed without regard to recapture of Investment Tax Credit. Consequently, such percentages applicable on the Interim Rent Date or any Basic Rent Date where a Casualty Value or a Termination Value shall be payable with respect to an Event of Loss or termination occurring on or before the third, fifth and seventh anniversaries of the date of acceptance set forth in the Certificate of Acceptance for such Item shall be increased by the percentage of Lessor's Cost set forth below, and for purposes of the

Lease, Casualty Values and Termination Values payable on such dates shall be determined on the basis of the sum of such percentages:

<u>Anniversary of the Date of Acceptance</u>	<u>Percentage of Lessor's Cost to be Added to the Foregoing Percentage</u>
Third	19.9835%
Fifth	13.3224%
Seventh	6.6612%

(b) Any payment of Casualty Value on the Interim Rent Date or any Basic Rent Date and any payment of Termination Value on any Basic Rent Date shall in no event be less than an amount which, assuming the payment in full of all amounts of Basic Rent due and payable on such date, shall be equal to that portion of the principal of the Notes of such series, together with accrued interest thereon, due and payable in consequence of such Event of Loss or termination.

CORPORATE ACKNOWLEDGMENT

STATE OF MISSOURI

COUNTY OF JACKSON, SS:

On this 8<sup>th</sup> day of July, 1977, before me personally appeared R. E. ZIND, to me personally known, who being by me duly sworn, says that he is the Senior Vice-President of KANSAS CITY SOUTHERN INDUSTRIES, INC., and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
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Notary Public

[SEAL]

My Commission Expires: November 30, 1977