

The Kansas City Southern Railway Company  
Louisiana & Arkansas Railway Company

114 West 11th Street, Kansas City, Missouri 64105

RICHARD P. BRUENING  
General Counsel

July 11, 1978

RECORDATION NO. 9174-A Filed & Recorded

JUL 17 11 42 AM

INTERSTATE COMMERCE COMMISSION

RECEIVED  
JUL 17 11 32 AM '78  
I.C.C.  
FEE OPERATION BR.

Hon. H. G. Homme, Jr.  
Acting Secretary  
Interstate Commerce Commission  
Washington, DC 20423

Dear Sir:

Pursuant to the provisions of Section 20c of the Interstate Commerce Act, as amended, and the regulations of the Interstate Commerce Commission promulgated thereunder, there are transmitted herewith, for filing and recording, six executed counterparts of an Amendment Agreement, dated as of May 1, 1978, between BWL Inc., as Lessor, and The Kansas City Southern Railway Company, as Lessee, covering certain Units of Equipment described in Exhibit A appended to the Amendment Agreement. The agreement transmitted herewith is an amendment to the Equipment Lease Agreement dated as of December 1, 1977, which was filed with the Commission on January 10, 1978, under Recordation No. 9174.

A check in the amount of \$10.00 is enclosed in payment of the recordation fee.

The name and address of the Lessor is:

BWL, Inc.  
One IBM Plaza  
Suite 2700  
Chicago, IL 60611

8-100-103  
JUL 17 1978  
10

The name and address of the Lessee is:

The Kansas City Southern Railway Company  
114 West 11th Street  
Kansas City, MO 64105

110 Washington, D. C

A general description of this equipment covered by the above identified Amendment Agreement is:

25 Bi-Level Open Top Fixed Auto Racks.

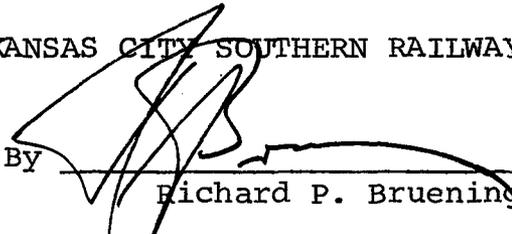
*Cl... 718 Mad...  
Cl... 105*

Please stamp and return all counterparts not required  
for your file to the party tendering same.

Very truly yours,

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

By

  
Richard P. Bruening

RECORDATION NO. 9174-A Filed & Recorded

JUL 17 1978 - 11 49 AM

KANSAS STATE COMMERCE COMMISSION

AMENDMENT AGREEMENT

AMENDMENT AGREEMENT dated as of May 1, 1978, among THE KANSAS CITY SOUTHERN RAILWAY COMPANY (the "Lessee") and BWL, INC. (the "Lessor").

WHEREAS, the Lessee and the Lessor are parties to a Lease of Railroad Equipment dated as of December 1, 1977 (the "Lease"), which was filed and recorded with the ICC on January 10, 1978, at 3:25 p.m., recordation number 9174; and

WHEREAS, the parties hereto desire to amend the Lease.

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Lessor and the Lessee do hereby amend the Lease as follows:

1. All terms to the extent not herein defined shall have the same meaning as set forth in the Lease.
2. Section 1, second paragraph, thirteenth line - The words "of Equipment set forth" are hereby deleted.
3. Section 2.1, first paragraph - is deleted and the following substituted therefor:  
  
"2.1 Rental. The Lessee agrees to pay to the Lessor as rental ("Rental") for each Unit subject to this Lease, 41 consecutive quarter-annual payments, payable in arrears beginning three months after the last Closing Date."
4. Section 2.1, second paragraph, third line - the words "listed as Group I on Exhibit A hereto" are hereby deleted.
5. Section 2.1, (b) first and second paragraphs - are hereby deleted.
6. Section 2.3, eighteenth line - the word "and" is hereby added after the word "rents".
7. Section 3, first paragraph, second line - the words "as Group I Equipment" are hereby deleted.

8. Section 3, first paragraph, last line - the words "for Group I Equipment on Exhibit A" are hereby deleted.
9. Section 3, second paragraph - is hereby deleted.
10. Section 5.1, second paragraph, tenth line - the words "OF ANY" are hereby substituted for the words "OR ANY".
11. Section 5.2(f), ninth line - the word "agreement" is hereby substituted for the word "agremeent".
12. Section 6.1(a), second line - the word "the" is hereby deleted.
13. Section 11.5, fifth line - the words "'as is, where is'" are hereby substituted for the words "'as is, where is'".
14. Section 14.1(e), twentieth line - the word "that" is hereby deleted.
15. Section 14.2(a), first line - the word "Proceed" is hereby substituted for the word "Procceed."
16. Section 14.2(b), thirtieth and forty-second lines - the word "Rentals" is hereby substituted for the word "rentals".
17. Section 20.2(a), first line - the word "to" is hereby inserted after the word "entitled".
18. Section 20.2(c), first paragraph, eleventh line - the word "deferred" is hereby substituted for the word "deffered".
19. Section 20.2(d), first paragraph, last sentence - the word "Lessee" is hereby substituted for the word "Lesses".
20. Section 21.1(c), tenth line - the word "Appraiser" is hereby substituted for the word "appraiser".
21. Section 21.1(c), thirteenth line - the word "appraisers" is hereby substituted for the word "appraiser".
22. Section 22.5, sixth line - The amount "457,217.75" is hereby substituted for the amount "1,349,262.75".

- 23. Section 22.7, fifth line - the word "unenforceability" is hereby substituted for the word "uneforceability".
- 24. Exhibit A - Amended Exhibit A attached hereto is hereby substituted for Exhibit A to the Lease.
- 25. The Lessee will, at its sole expense, cause this Agreement to be duly filed, recorded or deposited as the Lessor may reasonably request for the protection of its title and will furnish the Lessor proof thereof. The Lessee will, from time to time, do and perform any other act and will execute, acknowledge, deliver, file, register and deposit any instruments required by law or reasonably requested by the Lessor, for the purpose of protecting the Lessor's title to the Equipment to the satisfaction of the Lessor's counsel or for the purpose of carrying out the intention of this Agreement and in connection with any such action, will delivery to the Lessor proof of such filings and an opinion of the Lessee's counsel that such action has been properly taken. The Lessee will pay all costs, charges and expenses incident to any such filing, refiling, recording, rerecording, depositing, repositing, registering, or reregistering of any such instruments or incident to the taking of such action.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by duly authorized officers or other persons, as of the date first above written.



(CORPORATE SEAL)

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

By J. C. Kellogg  
Its Vice President  
SENIOR VICE PRESIDENT

ATTEST:

Robert E. Zimmerman  
ASSISTANT SECRETARY



(CORPORATE SEAL)

BWL, INC.  
By Blamont  
Its Vice President

JUN 29 1978

ATTEST:

John H. Kraus  
Secretary

STATE OF ILLINOIS )  
 )  
COUNTY OF LAKE )

On this 29th day of June, 1978, before me personally appeared R. J. Salamone, to me personally known, who, being by me duly sworn, says that he is the Vice President of Borg-Warner Leasing Corporation of Chicago, Illinois, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed 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.



Philip J. Sullivan

Notary Public

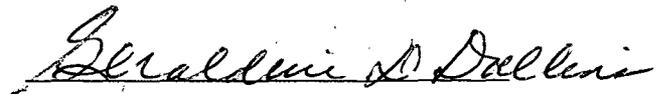
My Commission Expires March 7, 1982

(SEAL)

My Commission Expires \_\_\_\_\_

STATE OF MISSOURI )  
 )  
COUNTY OF JACKSON )

On this 3rd day of July, 1978, before me personally appeared G. E. Kellogg, to me personally known, who, being by me duly sworn, says that he is the Senior Vice President of The Kansas City Southern Railway Co. of Kansas City, Missouri, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed 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.



Geraldine D. Dallen

Notary Public

(SEAL)

My Commission Expires June 23, 1980

AMENDED  
EXHIBIT A  
TO THE EQUIPMENT LEASE

Manufacturer: Paragon Division of  
Portec, Inc.

Description of Equipment: 25 Bi-Level Auto racks for  
Ford Motor Company service,  
partially enclosed without  
roof or end doors.

Estimated Base Price: \$457,217.75 for 25 units  
including applicable sales, use  
or similar taxes and freight  
charges.

Deliver to: Novi, Michigan.

Estimated Delivery Dates: Jan. - Feb. 1978

Lessee Serial Numbers: KCS 78-01 through 78-25, inclusive.