

# TRANSPORTATION CORPORATION OF AMERICA

TELEPHONES:

P. O. BOX 218 CHICAGO HEIGHTS, ILLINOIS 60411

Chicago Hts.-757-5900

March 27, 1979

Interstate Commerce Commission  
Recordation Clerk  
Room 1211  
12th & Constitution Ave., N.W.  
Washington, D.C. 20423

9-0921236  
No. ....  
Date APR 2 1979  
Fee \$ 00  
RECORDATION NO. 10244 Filed 1425  
APR 2 1979 - 3 05 PM  
ICC Washington, D.C. INTERSTATE COMMERCE COMMISSION

Gentlemen:

Enclosed for recordation under the provision of Section 20(c) of the Interstate Commerce Act, as amended are four (4) copies of: Lease No. 030579 dated March 05, 1979, with Rider No. 03057901 dated March 5, 1979, for twenty-five (25) Covered Hopper (LO) Cars numbered TCAX 60000 thru TCAX 60024, both inclusive.

The names and address of the parties hereto are as follows:

Lessor:  
Transportation Corporation of America  
P. O. Box 218  
Chicago Heights, IL 60411

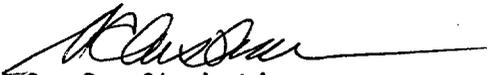
Lessee  
Simonds-Shields-Theis Grain Co.  
4300 Main Street  
Kansas City, MO 64112

The undersigned is the Vice President-Finance of Transportation Corporation of America and has knowledge of the matters set forth within the enclosed documents. Kindly record and thereafter return to Transportation Corporation of America, P. O. Box 218, Chicago Heights, IL 60411, the remaining three copies of the enclosed document, marked "Recorded".

Attached hereto is a remittance in the sum of \$50.00 covering the required Recording Fee.

Very truly yours,

TRANSPORTATION CORPORATION OF AMERICA

  
S. D. Christianson  
Vice President - Finance

dk  
Enclosures

RECEIVED  
APR 2 2 58 PM '79  
I.C.C.  
FEE OPERATION BR.

This AGREEMENT, No. 030579, made and entered into March 05, 1979

by and between TRANSPORTATION CORPORATION OF AMERICA,  
an Illinois Corporation, Box 218, Chicago Heights, Illinois, (herein called "LESSOR") and 10244

SIMONDS-SHIELDS-THEIS GRAIN CO.

RECORDATION NO. .... Filed 1425

a MISSOURI corporation, (herein called "LESSEE").

APR 2 1979 - 3 05 PM

INTERSTATE COMMERCE COMMISSION

WITNESSETH:

Description of Leased Cars: (1) LESSOR agrees to furnish to the LESSEE, and the LESSEE agrees to rent from LESSOR the cars shown on the Rider attached hereto and made a part hereof, and such additional Riders as may be added hereto from time to time by AGREEMENT of the parties and signed by their duly authorized representatives. Each Rider shall set forth a brief description of the car, or cars, covered thereby including such facts as: number of cars, car initials and numbers, the A.A.R. or I.C.C. specification, cubic capacity, truck capacity, delivery point, rental, commodity service, term throughout which the cars shall remain in LESSEE'S service, and other pertinent information that may be desired by both parties.

Use of Cars: (2) LESSEE agrees to use said cars within the continental limits of the United States and Canada (any use in Canada shall be incidental and temporary) for the transportation of the commodities stated in the Rider applicable to said cars; and that said cars will at all times be used and operated in compliance with all lawful acts, rules, regulations and orders; and further agrees upon the expiration or termination of the rental term of the particular Rider applicable to each such car set forth in such Rider to cause said cars to be returned to LESSOR at its plant in Chicago Heights, Illinois, in the same, or as good, condition in which they were furnished, except for ordinary wear and tear. Lessee will not in any way alter the physical structure of the cars without the approval in writing of LESSOR.

Rent: (3) LESSEE agrees to pay LESSOR the monthly rental stated in the Rider covering said cars from the date each car is delivered as specified in the Rider, and until cars are delivered to LESSOR upon expiration of the rental term specified in the Rider applicable to such car. Such rentals shall be paid to TRANSPORTATION CORPORATION OF AMERICA Box 218, Chicago Heights, Illinois, or such other place as the LESSOR or its Assignees may hereafter direct. Payment will be made in advance on the first day of every month during the term, except that LESSEE shall pay in advance, on delivery of the cars, the prorata of one month's rent for the period intervening the date of delivery and the first day of the next succeeding month.

Term of Lease: (4) This AGREEMENT shall be effective as of the date first set forth hereinabove and shall expire upon expiration of the rental term of the last car, or cars, covered hereunder. The rental term for each car shall be as shown in the Rider covering such car.

Repair and Maintenance: (5) (a) LESSEE shall notify LESSOR within three (3) full business days following knowledge of any damage to any of the cars. LESSOR agrees to pay for the maintenance and repair of said cars to the extent of the requirements of railroad companies and existing Association of American Railroads rules; but it will not pay for repairs made to said cars in excess of the basis of Association of American Railroads' interchange rules. No repairs to any of the cars shall be made by the LESSEE for LESSOR'S account without LESSOR'S prior written consent. If any of the cars become unfit for service and shall be held in railroad or car shops for repairs, and shall remain therein for a period in excess of five (5) days, service charges hereunder covering any such car payable by LESSEE to LESSOR shall cease from and after such period of five (5) days until such car is released from the shop or until another car shall have been placed in the service of LESSEE by LESSOR in sub-





(c)The appointment of a receiver or trustee in bankruptcy for the LESSEE or for any of its property and the failure by such receiver or trustee to adopt and assume and agree to perform the obligations of the LESSEE hereunder within thirty (30) days after such appointment.

Patent Indemnification: (16) LESSOR shall (except for articles or materials specified by LESSEE and also except for designs and systems used in the construction of subject cars as a result of LESSEE'S specifications) indemnify, protect and save harmless the LESSEE from all claims, demands, damages, including royalties, judgments (including court costs), attorneys fees, and expense in any way arising out of, or on account of, the use of any or all patented inventions, employed in and about the construction, repair, alterations, or improvements of the cars, or any part thereof, which are incorporated in any car at the inception of this AGREEMENT or Riders added hereto.

Filing: (17) The LESSOR intends to cause this Lease to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20(c) of the Interstate Commerce Commission Act. The LESSEE shall from time to time do and perform any other act, and execute, acknowledge, deliver, file, register and record any and all further instruments required by law, or requested by LESSOR, for the purpose of protecting its title and rights, or for the purpose of carrying out the intention of this AGREEMENT, and the LESSEE will promptly furnish to LESSOR certificates or other evidences all such filing, registering and recording in form satisfactory to LESSOR. The LESSOR shall promptly reimburse LESSEE for any out-of-pocket expenses it may so incur.

Miscellaneous: (18) It is mutually agreed that the time of payment of rentals is of the essence of this contract and that this agreement and any Rider now and hereafter entered into is subject and subordinate to any Chattel Mortgage or Conditional Sale Agreement on the cars heretofore or hereafter created and to the rights of any Trustee under any Equipment Trust heretofore or hereafter established by the LESSOR.

(19) The terms of this AGREEMENT and all rights and obligations hereunder shall be governed by the laws of the State of Illinois, in which state it has been executed and delivered.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective corporate officers and duly attested, as to the date first above written.

(Corporate Seal)

TRANSPORTATION CORPORATION OF AMERICA (Lessor)

ATTEST:

By: *James A. Small*  
Vice President

*W. S. [unclear]*  
*asst* Secretary

(Corporate Seal)

SIMONDS-SHIELDS-THEIS GRAIN CO. (Lessee)

ATTEST:

By: *J. Baumgardner*  
Title

*R. [unclear]*  
Secretary

TRANSPORTATION CORPORATION OF AMERICA  
RIDER NO. 03057901  
TO MASTER CAR AGREEMENT NO. 030579

IT IS HEREBY AGREED THAT, effective March 05, 1979 this First Rider shall become a part of Master Car Agreement No. 030579 between TRANSPORTATION CORPORATION OF AMERICA and Simonds-Shields-Theis Grain Co. dated March 03, 1979 and the cars described herein shall be placed in Simonds-Shields-Theis Grain Co. service, subject to the terms set forth below:

CAR INITIAL & NUMBERS TCAX 60000 THRU TCAX 60024, both inclusive

CAR OWNERS MARKS: Title to this car subject to documents recorded under Section 20c of the Interstate Commerce Act

COMMODITY SERVICE: GRAIN  
CLASS OF CAR: COVERED HOPPER (LO)  
NO. OF CARS TWENTY-FIVE (25)  
TRUCK CAPACITY: 100-Ton  
CUBIC CAPACITY: 4750 Cu. Ft.  
TERM: SIXTY (60) MONTHS

DELIVERY POINT: EAST CHICAGO, INDIANA  
DELIVERY PERIOD: APPROXIMATELY JUNE-JULY, 1979

TERMS OF RENT: \$470.00 per car, per month, for 60 months from date of delivery subject to escalation for increases in maintenance costs.

MAINTENANCE ESCALATION: Commencing on the first day of the month following the month of change in the published AAR Car Repair Billing Freight Car Labor Rate, the monthly rental will be adjusted upward or downward in direct proportion to changes in the AAR published hourly labor rate. The Rent will increase \$1.01 per car, per month, for each one per cent (1%) or fraction thereof increase of the AAR rate over the \$28.91 per hour rate in effect at January 1, 1979.

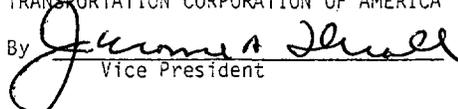
FRA INSPECTION: Any inspection charges resultant from FRA requirements are not covered by this lease and are for the account of the LESSEE.

CERTIFICATE OF INSPECTION AND ACCEPTANCE: Exhibit "A": attached hereto and made a part hereof.

(SEAL)  
ATTEST:

  
Assistant Secretary

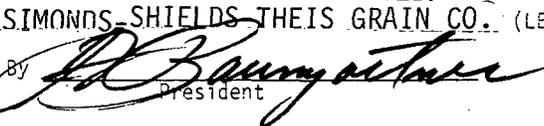
TRANSPORTATION CORPORATION OF AMERICA (LESSOR)

By   
Vice President

(SEAL)  
ATTEST:

  
Secretary

SIMONDS-SHIELDS-THEIS GRAIN CO. (LESSEE)

By   
President

CERTIFICATE OF INSPECTION AND ACCEPTANCE

TO: THRALL CAR MANUFACTURING COMPANY  
P. O. Box 218  
Chicago Heights, Illinois 60411

Gentlemen:

The undersigned duly appointed inspector and representative of  
SIMONDS-SHIELDS-THEIS GRAIN CO. (Lessee)  
hereby certifies that he has made a thorough examination of the following Railroad Cars  
bearing numbers as follows:

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>CAR NUMBERS</u>
TWENTY-FIVE (25)	4750 Cu. Ft. Capacity 100-Ton Covered Hopper Cars	TCAX TCAX 60000 THRU 60024 Both Inclusive

and hereby accepts them for Lessee under and pursuant to that certain Rider No. 03057901  
dated March 03, 1979 for Lease dated March 03, 1979 between TRANSPORTATION  
CORPORATION OF AMERICA and LESSEE; that each of said Cars is plainly marked and stenciled  
on both sides of each Car with the words:

Title to this car subject to documents recorded  
under Section 20c of the Interstate Commerce Act.

in readily visible letters, not less than 1" in height; and that each of said Cars fully  
complies with the requirements, standards and specifications referred to in said Lease.

Inspector for  
SIMONDS-SHIELDS-THEIS GRAIN CO.  
Lessee

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 197

EXHIBIT "A"