

AMERICAN REFRIGERATOR TRANSIT CO.

210 NORTH 13TH ST., ST. LOUIS, MISSOURI 63103
TEL. AREA CODE 314 622-2716

November 16, 1976

ROBERT J. DUNNE, JR.
PRESIDENT AND GENERAL MANAGER

File: E-708
cc: S-399

FOR DELIVERY BY MESSENGER:

Mr. Robert L. Oswald, Secretary,
Interstate Commerce Commission,
Washington, D.C., - 20423.

RECORDATION NO. 7941-14 Filed & Recorded

NOV 19 1976 - 1 15 PM

INTERSTATE COMMERCE COMMISSION

Re: Lease between Miller Brewing Company, Lessor, and American Refrigerator Transit Company, Lessee, dated April 15, 1975, recorded with the Interstate Commerce Commission June 3, 1975, under Recordation No. 7941.

Dear Sir:-

Enclosed for filing and recording pursuant to Sec. 20c of the Interstate Commerce Act, 49 Code Fed. Regs. Sec. 57.1(b) et seq., are four (4) fully executed copies of Amendment to Railroad Equipment Lease, dated September 28, 1976, to Railroad Equipment Lease referred to in the caption hereof.

The names and addresses of the parties to the transaction set forth in the Amendment are:

Lessor: - Miller Brewing Company,
4000 W. State Street,
Milwaukee, Wisconsin - 53201.

Lessee: - American Refrigerator Transit Company,
210 North 13th Street,
St. Louis, Missouri - 63103.

Voucher for \$10.00 to cover filing and recording fee is enclosed herewith.

Upon filing and recording, two (2) copies, showing recordation date and number should be returned to:

Mrs. Judy Durand, Vice President,
Missouri Pacific Railroad Company,
337 National Press Building,
Washington, D.C. - 20004.
Telephone: NA 8-2921

We will arrange to pick same up at your office as soon as recordation is accomplished.

Very truly yours,

Robert J. Dunne, Jr.

Enc: - Amendment to Railroad Equipment Lease,
4 copies - Voucher for \$10.00.

Judy C. Durand
Christy

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OPERATION BR.
I.C.C.

Page 1 of 1

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- Mr. [Name] - [Address]

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Document ID: 100

Interstate Commerce Commission
Washington, D.C. 20423

11/19/76

OFFICE OF THE SECRETARY

Mrs Judy Durand, Vice President
Missouri Pacific Railroad Company
337 National Press Building
Washington, D.C. 20004

Dear

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on 11/19/76 at 1:15pm
and assigned recordation number(s) 7941-A

Sincerely yours,


Robert L. Oswald
Secretary

Enclosure(s)

SE-30
(5/76)

NOV 19 1976 1 13 PM

AMENDMENT TO RAILROAD EQUIPMENT LEASE

INTERSTATE COMMERCE COMMISSION

THIS AGREEMENT, dated as of this 28th day of September, 1976, by and between MILLER BREWING COMPANY, a Wisconsin corporation, hereinafter called "Lessor" and AMERICAN REFRIGERATOR TRANSIT COMPANY, a New Jersey corporation, hereinafter called "Lessee."

W I T N E S S E T H:

WHEREAS, Lessor and Lessee are parties to a Railroad Equipment Lease dated as of April 15, 1975 and recorded with the Interstate Commerce Commission on June 3, 1975 with Recordation No. 7941 (the "Lease") and Lessor and Lessee wish to amend the Lease.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed:

1. Paragraph 8 is hereby amended to read as follows:

"8. Maintenance and Repairs.

(a) Maintenance. Lessee, during the term of this Lease, promptly and with due diligence, shall keep and maintain the Cars and the interior lading equipment, special interior linings or removable parts, and provide such repair work or other work or materials as is necessary to maintain the same, in good working order and repair (ordinary wear and tear excepted) and make all replacements, changes or additions to the Cars or their equipment and appliances to the extent necessary or required from time to time: (a) by the Interchange Rules; and (b) by applicable laws and regulations of any state or governmental body, including specifically but not exclusively, the Interstate Commerce Commission. Initially, Lessor will be billed for and agrees to pay all maintenance expenses so incurred. Effective with car hire earnings during the month of September, 1976, all earnings in excess of \$400 per car per month will thereafter be applied against future maintenance expenses. All maintenance expenses in excess of such amounts will be promptly billed to and paid by Lessor. Lessee shall provide underlying detail of repairs as requested.

(b) Loss, Theft, or Destruction of Cars. In the event any car is lost, stolen, destroyed or, in the judgment of Lessee, damaged beyond economic repair, Lessee shall, by notice, promptly and fully advise Lessor of such occurrence. Lessee shall pay to Lessor the AAR depreciated value settlement made by Lessee with the railroad responsible for its destruction and from which Lessee has collected the settlement, and rental obligations

as set forth in paragraph 7 of this Lease shall cease as of the date of destruction. It is understood that Lessee shall be required to make such payment to Lessor only after Lessee has collected settlement from the responsible railroad, and Lessee agrees to use its best efforts to collect such settlement.

(c) Abatement; Replacement. In the event a car becomes unfit for service and requires repairs, such car, after a period of five (5) days from the date when such car is made empty, will not be subject to the terms set forth in paragraph 7 of this Lease until the date such car is repaired and released for service. Lessor may, at any time and from time to time, replace any car which has been lost, stolen, destroyed or damaged beyond economic repair, with Replacement Cars and such Replacement Cars shall be deemed to be subject to all terms and conditions of this Lease as if the same had been originally delivered to Lessee at the time and in the place of Cars for which they are substituted. The parties shall execute amendments to this Lease and such other or further documents as may be required by either party hereto to evidence the withdrawal from and termination of this Lease with respect to Cars which have been lost, stolen, destroyed, or damaged, or to include any Replacement Cars within the terms and provisions of this Lease."

2. Except as modified hereby, the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

MILLER BREWING COMPANY

By: [Signature]

ATTEST: [Signature]

AMERICAN REFRIGERATOR TRANSIT COMPANY

By: [Signature]

ATTEST: [Signature]

ASSISTANT SECRETARY

Handwritten notes:
2/26/76
10/29/77
2/12/78
11/11

