

AMERICAN REFRIGERATOR TRANSIT CO.

210 NORTH 13TH ST., ST. LOUIS, MISSOURI 63103
TEL. AREA CODE 314 622-2718

ROBERT J. DUNNE, JR.
PRESIDENT AND GENERAL MANAGER

July 22, 1980

File: S-367
E-64

No. _____
Date JUL 29 1980
Fee \$ 50.00 - 40
Washington, D. C.

RECEIVED
5859-B
JUL 29 1980 320

INTERSTATE COMMERCE COMMISSION

Mrs. Judy Durand
Vice President
Missouri Pacific Railroad Company
1825 K Street, N. W.
Suite 1203
Washington, D. C. 20006

Dear Mrs. Durand:

Herewith two fully executed copies and two certified true copies of a Supplemental Agreement dated July 11, 1980 to a Lease Agreement dated April 6, 1970, as amended October 4, 1972, between American Refrigerator Transit Company and Mississippi Lime Company

I would appreciate your arranging to have this Agreement recorded with the Commission and return the two fully executed copies showing thereon the I.C.C. recordation stamp.

I am also enclosing a letter from American Refrigerator Transit Company to the Commission, together with A.R.T.'s check payable to the Commission for \$50 to cover the recording fee.

Many thanks for your help.

Very truly yours,

R. J. Dunne, Jr.
R. J. Dunne, Jr.

RJD/yk
Enclosures - 6

Open Report - Katherine E. Stamb

RECEIVED
JUL 29 1980

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

R. J. Dunne, Jr.
American Refrigerator Transit Co.
210 North 13th St.
St. Louis, Missouri 63103

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **7/29/80** at **3:20PM**, and assigned re-
recording number(s) **5859-B**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, entered into as of this 11th day of July 1980, by and between AMERICAN REFRIGERATOR TRANSIT COMPANY, a New Jersey corporation, whose address is Missouri Pacific Building, 210 North 13th Street, St. Louis, Missouri, 63103, hereinafter referred to as "Lessor," and MISSISSIPPI LINE COMPANY, a Missouri corporation, whose address is 7 Alby Street, Alton, Illinois 62002, hereinafter referred to as "Lessee," WITNESSETH:

R E C I T A L S:

There is now in effect between the parties hereto a certain written agreement of lease, dated April 6, 1970, and supplemented October 4, 1972, hereinafter referred to as "Basic Agreement," whereby Lessor leased 100 one hundred-ton covered hopper cars to Lessee for a period of 10 years, at a reduced rental of \$205.00 per car per month, retroactive to April 6, 1970, and ending August 1, 1980. Both parties are now agreeable to extending said term for another 10 years, at an increased rental of \$400.00 per car per month, and desire to set forth in writing their agreement with respect thereto.

REGISTRATION NO. 5859-B
FILED & RECORDED
JUL 9 1980 10 22 AM
MISSISSIPPI COMMERCE COMMISSION

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto covenant and agree as follows:

Paragraphs 2, 5 and 19 of the Basic Agreement shall be deemed to be and are changed to read as follows effective August 1, 1980:

"2. The term of this agreement as to each of the cars leased hereunder shall extend to August 1, 1990, unless sooner terminated as hereinafter provided; thence, the term shall continue thereafter subject to termination by either party serving on the other 90 days' written notice of such being the intention."

"5. (a) Lessee agrees to pay to Lessor, in advance, as fixed rent the sum of Four Hundred Dollars (\$400.00) per car per month effective August 1, 1980; at Lessor's above-listed principal office. The first of said rental obligations shall be paid on August 1, 1980, and all subsequent payments of rental shall be made on the first day of each succeeding month. The last payment of rental shall cover the number of days from the first day of the final month to the termination date of this agreement at the prorata rate per day.

5. (b) The monthly rental charge is subject to increase at the end of each period of five (5) years of service using the method hereinafter described. Escalation will be applied to the variable cost elements of the service portion of the lease rate at the end of the fifth year of this lease. The total variable cost element for each of these cars is \$150.00 per month. This variable cost total will be escalated at the

end of the fifth year in proportion to the percentage increase (or decrease) in the AAR hourly Rate for Freight Repairs, as published in the AAR Interchange Rule Book."

"19. Lessee shall comply with all governmental laws, regulations, and requirements and with the Code of Rules of the Association of American Railroads with respect to the use, maintenance, and operation of each of the cars. In case any equipment or appliance on any of the cars shall be required to be changed or replaced, or in case any additional or other equipment or appliance shall be required to be installed on any of the cars in order to comply with such laws, regulations, requirements, and rules, Lessor agrees to cause such changes, additions and/or replacements to be made. Any such car modification cost incurred by Lessor in compliance with a DOT, FRA, AAR rule change or other governmental laws, regulations or requirements, shall give Lessor the right to increase the rental on such car at the rate of \$1.50 per car per month for every \$100.00 of modification costs. Such increased rental shall become effective on the first day of the month next succeeding the date any such car modification is completed. The Lessee will have the right to handle same by a single cash payment if it so notifies Lessor. Any part or parts installed or replacements made upon any of the cars by Lessee shall be considered accessions to the cars and title thereto shall be immediately vested in Lessor, without cost or expense to Lessor."

Basic Agreement, as hereby supplemented and amended, shall continue in full force and effect by and between the parties hereto.

IN WITNESS WHEREOF, Lessor and Lessee have caused these presents to be signed in their respective names as of the day and year first above written.

ATTEST:

AMERICAN REFRIGERATOR TRANSIT COMPANY

By H. J. Herold
Assistant Secretary

By Robert D. ...
President and General Manager

ATTEST:

MISSISSIPPI LINE COMPANY

By [Signature]

By [Signature]
VICE President

STATE OF MISSOURI)
) ss.
CITY OF ST. LOUIS)

I, LORETTA L EDWARDS, the undersigned officer, a notary public duly qualified, commissioned, sworn and acting in and for said City in said State, hereby certify, that on this 15th day of October, 1979:

Before me appeared *Robert J. Adams Jr.*, to me personally known, who, being by me duly sworn, did say that he is *President - General Manager* of American Refrigerator Transit Company and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal of office this *15th* day of *October*, 1979.

Loretta L. Edwards
Notary Public

My Commission Expires: *January 28, 1982*

LORETTA L. EDWARDS
Commissioned by the Board for the County of St. Louis,
Missouri, which adjoins the City of St. Louis, Missouri,
where this act was performed.

STATE OF ILLINOIS)
) ss.
COUNTY OF MADISON)

I, *ALAN E. Lovel*, the undersigned officer, a notary public duly qualified, commissioned, sworn and acting in and for said County in said State, hereby certify, that on this *11th* day of *JULY*, 1980:

Before me appeared *W. W. Woodruff*, to me personally known, who, being by me duly sworn, did say that he is *Vice President* of Mississippi Line Company and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal of office this *11th* day of *JULY*, 1980.

Glenn C. Brown
Notary Public

My Commission Expires: *2-1-82*