

RECORDATION NO. 11873-EE  
AUG 3 1984 - 11 05 AM

RECORDATION NO. 11873-66  
AUG 3 1984 - 11 05 AM

RECORDATION NO. 11873-HH  
AUG 3 1984 - 11 05 AM

INTERSTATE COMMERCE COMMISSION  
RECORDATION NO. 11873-EE

INTERSTATE COMMERCE COMMISSION  
RECORDATION NO. 11873-66

INTERSTATE COMMERCE COMMISSION  
RECORDATION NO. 11873-HH

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AUG 3 1984 - 11 05 AM

301 West 11th Street, Kansas City, Missouri 64105

INTERSTATE COMMERCE COMMISSION  
RICHARD H. BRUENING  
Vice President and General Counsel

4-216A081

August 1, 1984

No. AUG 3 1984

Date AUG 3 1984

Fee \$ 50.00

RECORDATION NO. 11873-55

AUG 3 1984 - 11 05 AM

ICC Washington, D.C.

INTERSTATE COMMERCE COMMISSION

Hon. James H. Bayne  
Secretary  
Interstate Commerce Commission  
Washington, DC 20423

RE: Amendments to Lease 1000 between Carland, Inc. and The Kansas City Southern and Louisiana & Arkansas Railway Companies.

Dear Mr. Bayne:

I have enclosed an original and six counterparts of each of the documents described below, to be recorded pursuant to Section 11303 of Title 49, United States Code.

These documents are amendments to Lease 1000 between Carland, Inc. and The Kansas City Southern and Louisiana & Arkansas Railway Companies. They are secondary documents dated as shown below.

The primary document to which these amendments apply is recorded under Recordation No. 11873. The primary document has been previously amended, the last amendment having been recorded on October 26, 1983, under recordation No. 11873-EE.

The documents, the parties thereto, and their respective names and addresses are as follows:

✓ A. Second Amendment to Lease 1000  
dated June 30, 1983

Lessor: Carland, Inc.  
4300 Johnson Drive, Suite 101  
Fairway, KS 66205

Lessee: The Kansas City Southern Railway Company  
Louisiana & Arkansas Railway Company  
114 West 11th Street  
Kansas City, MO 64105

Third Amendment to Lease 1000  
dated June 30, 1983

Lessor: Carland, Inc.  
4300 Johnson Drive, Suite 101  
Fairway, KS 66205

NOTICE TO OPERATING UNIT  
AUG 3 10 55 AM '84  
THE OFFICE OF THE SECRETARY  
ICC

Counterpart for 5001. Spurr

Lessee: The Kansas City Southern Railway Company  
 Louisiana & Arkansas Railway Company  
 114 West 11th Street  
 Kansas City, MO 64105

✓ C. Fourth Amendment to Lease 1000  
 dated December 31, 1983

Lessor: Carland, Inc.  
 4300 Johnson Drive, Suite 101  
 Fairway, KS 66205

Lessee: The Kansas City Southern Railway Company  
 Louisiana & Arkansas Railway Company  
 Kansas City Southern Industries, Inc.  
 114 West 11th Street  
 Kansas City, MO 64105

✓ D. Security Agreement and Conditional Assignment  
 dated December 31, 1983

Assignor: Carland, Inc.  
 4300 Johnson Drive, Suite 101  
 Fairway, KS 66205

Assignee: United Missouri City Bank  
 2401 Grand Avenue  
 Kansas City, MO 64141

Secured Parties: First National Bank of Shreveport  
 400 Texas Street  
 Shreveport, LA 71107

The Northern Trust  
 50 S. LaSalle Street  
 Chicago, IL 60675

✓ E. Consent and Agreement  
 dated December 31, 1983

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

United Missouri City Bank  
 2401 Grand Avenue  
 Kansas City, MO 64141

RECORDATION NO. 11873-55

Filed 1425

AUG 3 1984 - 11 05 AM

INTERSTATE COMMERCE COMMISSION

CONSENT AND AGREEMENT

Lease No. 1000

LESSEE KANSAS CITY SOUTHERN INDUSTRIES, I  
THE KANSAS CITY SOUTHERN RAILWAY  
COMPANY  
LOUISIANA AND ARKANSAS RAILWAY COMPANY

1. General. The undersigned, the Lessee named in the above-referenced Lease, which Lease is also referred to in a certain Security Agreement and Assignment dated as of December 31, 1983, between CARLAND, INC. ("Carland"), as debtor, and UNITED MISSOURI CITY BANK, a Missouri banking association, individually and as agent (the "Agent"), THE FIRST NATIONAL BANK OF SHREVEPORT, a national banking association ("First National"), and THE NORTHERN TRUST COMPANY, an Illinois banking corporation ("Northern"), as secured creditors (each of the three foregoing banks is sometimes hereinafter referred to individually as a "Bank" and collectively as the "Banks"), pursuant to a certain Loan Agreement ("the Loan Agreement") between the Agent, the Banks, and Carland dated as of December 31, 1983, (said Lease, Security Agreement, and Loan Agreement, as the same may be supplemented or amended, being hereinafter called the "Lease," the "Security Agreement," and the "Loan Agreement," respectively), the undersigned being one of the Lessees referred to in the Loan Agreement, hereby (i) acknowledges receipt of a copy of the Security Agreement, a copy of the Loan Agreement, and a copy of the Lease, (ii) consents to, and agrees to abide by, all the terms and conditions of the Security Agreement and the Loan Agreement, (iii) acknowledges that the units of Equipment covered by Schedule B attached to the Lease, were in good condition and repair when received and that it has accepted said units of Equipment under the Lease and (iv) will, by delivery to the Assignee of each Schedule B evidencing delivery of Equipment hereafter, acknowledge that the units of equipment covered by each Schedule B were in good condition and repair when received and were accepted by the Lessee under the Lease. ✓

2. Covenants. As an inducement to the Banks to make the loans evidenced by the Notes (as such terms are defined in the Loan Agreement and the Security Agreement), and for good and valuable consideration, receipt of which is hereby acknowledged, the undersigned agrees that:

(a) The Agent and each of the Banks shall be entitled to the benefits of, and to receive and enforce performance, of all of the covenants to be performed by the undersigned under the Lease as though the Agent and the Banks were named therein as the Lessor.

(b) Notwithstanding anything to the contrary in the Lease, the undersigned acknowledges that the confiscation, condemnation, or other loss of any of the Equipment (as defined in the Security Agreement) shall not relieve the Lessee from its obligations to pay rentals or the other amounts required to be paid by it thereunder or hereunder.

(c) Notwithstanding anything in the Lease to the contrary, if any of the following events shall occur and be continuing:

(1) if the Lessee shall default in the payment of any Rental (as defined in the Security Agreement) or other charge payable by the Lessee under the Lease or hereunder as and when the same shall become due and payable, or shall default in the performance of any other term, covenant or condition of the Lease or herein, or

(2) if final judgment for the payment of money in excess of \$50,000 shall be rendered against the Lessee and the Lessee shall not discharge nor obtain a stay of same or cause it to be discharged or stayed within thirty (30) days from the date upon which such judgment becomes final, or a writ or warrant of attachment or any similar process shall be issued by any court against all or any substantial portion of the property of Lessee and such writ, warrant of attachment or any similar process is not related within thirty (30) days after its entry or levy, or

(3) if the Lessee shall abandon any units of the Equipment, or

(4) if the Lessee shall assign, mortgage or encumber its interest in the Equipment or the Lease, or

(5) if the Lessee institutes any proceedings for relief from its creditors under any law pertaining to bankruptcy, reorganization, arrangement or insolvency, or if the Lessee makes any general assignment for the benefit of its creditors, or if an order for relief is entered, or if a petition for reorganization of the Lessee under the bankruptcy law be filed (other than by

Lessee) and be not dismissed within ninety (90) days, or if, pursuant to such petition for reorganization, a trustee be appointed by the court, or if a receiver of all of Lessee's property be appointed and shall not be discharged within sixty (60) days after such appointment, or

(6) if Carland shall default under the Security Agreement or the Loan Agreement;

then the Agent may immediately, or at any time thereafter, while such default continues to exist, terminate the Lease by notice in writing to the Lessee, whereupon all rights of the Lessee to the possession and use of the Equipment shall absolutely cease and terminate, but the Lessee shall remain liable as hereinafter provided. If the Agent elects to terminate the Lease pursuant to the foregoing provisions, thereupon the Agent may take immediate possession of any and all the Equipment in the possession or control of the Lessee, without demand or further notice and without process and for this purpose the Agent shall have the right to employ any available facilities or means of possessing same and to cause the Lessee to assist in effectuating the re-taking of the Equipment. Any and all Equipment re-taken may be held, possessed and used by the Agent free from any right of the Lessee to use same for any purposes whatsoever; but the Agent shall, nevertheless, have the right to recover from the Lessee any and all amounts which under the terms of the Lease may be then due or which may become due and are unpaid at the time of re-taking, including rent accruing thereunder after the date of default up to the date of repossession by the Agent, for the possession and use of the Leased Equipment. In case of any such termination (or in case of any termination of the Lease by operation of law or otherwise) prior to the expiration of the terms of the Lease, the Agent and the Banks shall be entitled to receive from the Lessee as and for liquidated damages an amount (said amount of damages being hereinafter called the "Liquidated Damages") equal to the sum of (i) the amount of any rents under the Lease then accrued and unpaid (including rents accrued hereunder after the date of any default by the Lessee), and (ii) an amount equal to the aggregate rental set forth in the Lease for the remaining term thereof (not including renewal periods) not yet paid or payable discounted at the rate of six percent (6%) per annum calculated annually over a

period of time equal to the remaining term of the Lease (not including renewal periods) on the day prior to its termination; provided, however, that if the Lessor or the Agent shall repossess the Equipment and sell it, there shall be allowed to the Lessee, as an offset against the amount of Liquidated Damages, but not as an affirmative claim against the Lessor or the Agent, that amount by which the proceeds of sale of the Equipment by Agent shall exceed the aggregate of the costs and expenses (including reasonable counsel fees and disbursements) incurred or paid by the Agent in connection with the default or defaults resulting in the termination of the Lease, including but not limited to, removing the Equipment and reselling the same. The Agent agrees that in the event of repossession of the Equipment, it shall use its best efforts to sell the Equipment within six (6) months from the date of repossession thereof.

(d) Notwithstanding anything in the Lease to the contrary, in case of the destruction, confiscation, condemnation or other loss (hereinafter called a "Casualty Occurrence") of any unit of the Equipment, the Lessee shall either replace said unit at its own expense with a similar unit of equipment of a value at least equal to the value at the time of the Casualty Occurrence with respect to the unit which suffered the Casualty Occurrence, conveying title thereto to the Lessor, or shall pay to the Agent an amount equal to the aggregate balance of the unpaid rentals over the remaining term of the Lease (not including renewal periods) on the unit which has suffered the Casualty Occurrence, discounted over the remaining term of the Lease at the rate of six percent (6%) per annum calculated annually. After such payment is made by the Lessee, no rentals shall be payable under the Lease with respect to the unit of the Equipment which suffered the Casualty Occurrence.

(e) The Lease is and shall be subordinated to the Security Agreement and the Lessee will, upon request of the Agent or any Bank, execute any instrument or instruments which Agent or any Bank deems necessary or desirable to evidence such subordination.

(f) The rentals, amounts and other monies due or to become due hereunder or under the Lease or otherwise in respect of the property leased thereunder shall not be subject to any right of setoff or

counterclaim or other defense which the undersigned might have against Carland or otherwise and the payment thereof to the Agent shall be final and shall not be subject to, and the undersigned hereby agrees to indemnify the Agent against any liens, charges or claims of any nature whatsoever (other than liens, charges or claims created or incurred by the Agent or any Bank), prior to or pari passu with the right of the Agent or any Bank to apply such rentals, amounts and other monies as provided in the Assignment;

(g) Neither the Agent nor any Bank the Agent shall, by virtue of the Security Agreement or this Consent and Agreement, be or become subject to any liability or obligation under the Lease or otherwise.

(h) Notwithstanding that the security interest and assignment hereunder is a present grant of an interest, until the occurrence of a Default Event hereunder and the giving of any necessary notice with respect to such Default Event, the Agent shall have no right to maintain, manage, or operate any of the Equipment or act as lessor under any Lease, and the Agent shall have no liability for any loss, damage, or expense (including without limitation reasonable attorneys' fees) caused by, arising out of, or related to the Equipment or the Lease, all of which loss, damage, or expense shall be paid by the Company or the Lessee under the Lease.

(i) The Lease will not, without the prior written consent of the Agent, be terminated or modified, or any action be taken or omitted by the undersigned, the taking or omission of which might result in an alteration of impairment of the Lease or the Security Agreement or this Consent and Agreement or of any of the rights created by any thereof.

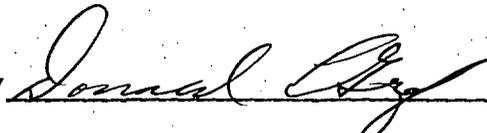
(j) It will take all steps reasonably necessary or appropriate in the opinion of the Agent or any Bank to cause the Agent's and Banks' security interests to be filed or recorded in any public office (including but not limited to the Interstate Commerce Commission) as a lien on the Equipment.

This Consent and Agreement, and the rights of the Agent and the Banks hereunder, may be assigned by the Agent at any time to a successor appointed pursuant to the Loan Agreement.

The foregoing agreement shall remain binding upon the undersigned until receipt of written notice from the Agent that the Security Agreement or any further assignment of right in and to the Lease as contemplated by the Security Agreement has become void and of no effect. This Consent and Agreement, when accepted by the Agent by signing the acceptance at the foot hereof, shall be deemed to be a contract under the laws of the State of Illinois, and for all purposes shall be construed in accordance with the laws of said State. All terms used herein shall have the same meaning provided in the Lease, Security Agreement, and Loan Agreement.

KANSAS CITY SOUTHERN INDUSTRIES, INC.  
THE KANSAS CITY SOUTHERN RAILWAY COMPANY  
LOUISIANA AND ARKANSAS RAILWAY COMPANY  
Lessee

Date: 5-22-84

By   
Its Sr. V.P. - Finance

(CORPORATE SEAL)

ATTEST:

  
Secretary

The foregoing Consent and Agreement is hereby accepted. The undersigned agrees to notify the above named Lessee, in writing, when the Agreement above has become void and of no effect, upon request in writing so to do from Carland.

Date: 6-21-84

UNITED MISSOURI CITY BANK,  
Individually and as Agent

BY James P. Sengster  
Its Senior Vice President

STATE OF KANSAS )  
                          ) ss.  
COUNTY OF JOHNSON)

On this 22nd day of May, 1984, before me personally appeared Donald L. Graf, to me personally known, who, being duly sworn, says that he is the Sr. Vice President of Louisiana & Arkansas Railway Co.; 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.

**BECKY S. MUELLER**  
**NOTARY PUBLIC**  
**STATE OF KANSAS**

Becky S. Mueller  
Notary Public

My Commission Expires:

June 4, 1985