

# REX RAILWAYS

2-074A080

March 10, 1982

No. MAR 15 1982  
Date.....  
Fee \$ 50.00

ICC Washington, D. C.

Mrs. Mildred Lee  
Interstate Commerce Commission  
Recordation Department  
Room 2227  
12th and Constitution Avenue, N.W.  
Washington, D.C. 20423

13590  
RECORDATION NO. .... Filed 1425

MAR 15 1982 - 2 50 PM  
INTERSTATE COMMERCE COMMISSION

Dear Mrs. Lee:

Enclosed please find an original and two copies of a Lease Agreement dated February 25, 1982 between Rex Railways, Inc. (Lessor) and The Kansas City Southern Railway Co. (Lessee) respecting 205 boxcars on a 15-year lease.

Also enclosed please find a Schedule B on which we have indicated the KCS numbers as well as our check to the order of the ICC for \$50 and we would appreciate your filing the Lease and returning two copies to us showing the recordation numbers.

Thanking you,

Most cordially yours,



Mark A. Salitan  
President

MAS:dw  
encl.

CERT:RRR

**Interstate Commerce Commission**  
Washington, D.C. 20423

**3/15/82**

OFFICE OF THE SECRETARY

**Mark A. Salitan, President**  
**616 Palisade Avenue**  
**Englewood Cliffs, N.J. 07632**

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 **3/15/82** at **2:50pm**, and assigned re-  
recording number(s). **13590**

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

MAR 15 1982 -2 50 PM

INTERSTATE COMMERCE COMMISSION

LEASE AGREEMENT

THIS LEASE AGREEMENT, made as of this 25th day of February, 1982, between REX RAILWAYS, INC., a New Jersey corporation, 616 Palisade Avenue, Englewood Cliffs, N.J. ("REX") as Lessor, and THE KANSAS CITY SOUTHERN RAILWAY COMPANY, a Missouri corporation (the "Lessee"), as Lessee.

RECITALS

Lessee desires to lease from REX as Lessor certain railroad cars hereinafter specifically designated, all upon the rentals, terms and conditions set forth in this Lease.

AGREEMENT

It is Agreed:

1. Lease of Cars. REX agrees to lease to Lessee and Lessee agrees to and does hereby lease from REX railroad cars of the number of units, model, type, construction and such other description (hereinafter referred to as the "Cars") as is set forth in Schedule 1 attached hereto and by this reference made a part hereof and as set forth in Schedules which may from time to time be added to this Lease and thereby made a part hereof.

2. Delivery of Cars. REX shall deliver the Cars in thirteen (13) groups of fifteen (15) Cars each, and one (1) group of ten (10) Cars. Delivery shall occur for each group of Cars, and this Lease shall commence for each group fifteen days after the date of interchange of the last car in each group to Lessee.

3. Rental Credit. REX shall pay to Lessee the sum of \$900.00 for each Car leased hereby to cover costs of refurbishment and transportation. Said payment shall be in the form of a credit against the monthly car rental in the sum of \$90.00 per Car for each of the first ten monthly lease payments for each Car.

4. Allocation of Per Diem, Etc. Upon the occurrence of the earliest of any of the following events, Lessee shall become entitled to: (a) all mileage and per diem earned by the involved Car, (b) the depreciated value of any such Car which may be destroyed, and (c) Lessee shall be responsible for all repairs to such Cars:

1. Delivery of the Car;
2. The stenciling of Lessee's identification number upon the Car in accordance with Exhibit B;
3. May 1, 1982.

Prior to the occurrence of any of the events number 1, 2 and 3 above, the rights and responsibilities mentioned in (a), (b) and (c) above shall accrue to REX.

5. **Use and Possession.** Throughout the continuance of this Lease so long as Lessee is not in default hereunder, Lessee shall be entitled to possession of each Car from the date the Lease becomes effective as to such Car and shall use such Car on its own property or lines or in the usual interchange of traffic; provided, however, that Lessee agrees that the Cars shall at all times be used (i) in conformity with Interchange Rules; (ii) in compliance with the terms and provisions of this Lease; (iii) in a careful and prudent manner, solely in the use, service and manner for which they were designed; (iv) only within the continental limits of the United States of America or in temporary or incidental use in Canada and Mexico.

6. **Term.** This Lease shall be effective as to each group of Cars upon the date provided in Paragraph 2 hereof. The lease term shall commence on said date and shall terminate upon expiration of the lease term specified in the applicable Schedule unless sooner terminated in accordance with the provisions of this Lease.

7. **Rental Per Car.** During the term of this Lease, Lessee shall pay to REX for each group of Cars, commencing on the date of delivery thereof as provided in Paragraph 2 hereof, the monthly rental specified in the applicable Schedule.

8. **Payment.** Lessee shall make payment of all sums due hereunder to REX in immediately available funds at the address provided in Paragraph 21 hereof, or such other place as REX may direct. Rental payments shall be made monthly in arrears on or before the 15th day of the month following the month for which such rental is due.

9. **Title.** Lessee shall not by reason of this Lease or any action taken hereunder acquire or have any right or title in the Cars except as herein provided.

10. **Repairs.** During the lease term, Lessee shall perform or cause to be performed all Repair Work at its own expense. Any parts, replacements or additions made to any Car shall be accessions to such Car and title thereto shall immediately vest in REX.

11. **Abatement of Rent.** Rental payments on any Car shall not abate if such Car is out of service for Repair Work nor on account of any other reason whatsoever.

12. **Liens.** Lessee shall keep the Cars free from any and all encumbrances or liens in favor of anyone claiming by, through or under Lessee which may be a cloud upon or otherwise affect REX' title, including, but not limited to liens or encumbrances which arise out of any suit involving Lessee, or any act or omission of Lessee or Lessee's failure to comply with the provisions of this Lease, and Lessee shall promptly discharge any such lien, encumbrance or legal process.

13. **Indemnities -- Patent Covenants.** Lessee agrees to indemnify REX and hold it harmless from any loss, expense or liability which REX may suffer or incur from any charge, claim, proceeding, suit or other event which in any manner or from any cause arises in connection with the use,

possession or operation of a Car while subject to this Lease, excepting only any such loss, expense or liability which arises solely from REX' negligence REX agrees to indemnify Lessee and save it harmless against any charge, loss, claim, suit, expense or liability arising out of or on account of the use or incorporation by REX upon delivery of a Car or upon the making of repairs thereto by REX, of any invention or the infringement of any patents, except if such invention was used or incorporated by reason of Lessee's specifications. The term "REX" shall mean and include any subsidiary, parent or affiliated corporation for all purposes of this Paragraph 13. Lessee's indemnity shall not eliminate the rights given Lessee under any manufacturer's warranty assigned to it pursuant to Paragraph 22. The indemnities and assumptions of liability herein contained shall survive the termination of this Lease. Each party shall, upon learning of same, give the other prompt notice of any claim or liability hereby indemnified against.

14. **Lettering -- Inventory.** At REX' election all Cars may be marked to indicate the rights of REX, or an assignee, mortgagee, trustee, pledgee or security holder of REX or a lessor to REX and may bear the following inscription: "Title to this Car subject to documents recorded under Section 11303 of the Interstate Commerce Act." Except for renewal and maintenance of the aforesaid lettering or lettering indicating that the Car is leased to the Lessee or to a sublessee in accordance with demurrage tariffs, no lettering or marking (other than Lessee's reporting marks) shall be placed upon any of the Cars by Lessee and Lessee will not remove or change the reporting marks and numbers indicated on the applicable schedule except upon the written direction or consent of REX. REX may at its own cost and expense inspect the Cars from time to time wherever they may be, and Lessee shall, upon request of REX, but not more than once every year, furnish to REX its certified inventory of all Cars then covered by this Lease.

15. **Loss, Theft or Destruction of Cars.** In the event any Car is lost, stolen, destroyed or damaged beyond economic repair, Lessee shall, within five days of its knowledge thereof, by written notice, fully advise REX of such occurrence. Lessee shall, within 45 days after demand by REX promptly make payment to REX in the amount as is prescribed in the attached Schedule of Casualty Values. This Lease shall continue in full force and effect with respect to any Casualty Car irrespective of the cause, place or extent of any casualty occurrence, the risk of which shall be borne by Lessee, provided, however, that this Lease shall terminate with respect to a Casualty Car on the date REX shall receive all amounts and things granted it on account of such Car under this Paragraph 15, and thereafter Lessee shall have no further liability to REX hereunder with respect thereto excepting accrued rent and liabilities arising or existing under Paragraphs 11, 12 and 13 hereof.

16. **Return of Cars.** Upon the expiration or termination of this Lease shall at its sole cost and expense forthwith surrender possession of such Car to REX by delivering same to REX at such repair shop, storage or terminal facility as REX may designate by notice to Lessee. Each Car so surrendered shall be in the same or as good condition, order and repair as when delivered to Lessee, wear and tear from ordinary use and the passage of time excepted, shall be in need of no repairs, and shall be free from all

accumulations or deposits from commodities transported in or on the Cars while in the service of Lessee. If any of the Cars do not bear REX' reporting marks and numbers, Lessee shall place such reporting marks and numbers on any or all of the Cars as REX shall designate in writing to Lessee prior to the end of the lease term. Until the delivery of possession to REX pursuant to this Paragraph 16, Lessee shall continue to be liable for and shall pay rental at the rate being paid immediately prior to termination or expiration, and Lessee shall in addition make all other payments and keep all obligations and undertakings required of Lessee under any and all provisions of this Lease as though such termination or expiration had not occurred. If Lessee is a railroad, Lessee agrees to provide storage at its expense, upon the request of REX for any or all of the Cars for a period of sixty (60) days from the date of expiration or termination of this Lease. Nothing in this Paragraph 16 shall give Lessee the right to retain possession of any Car after expiration or termination of this Lease with respect to such Car except as provided herein.

17. Purchase Option. Lessee shall have the option to purchase any or all of the Cars at the end of the 180th month following the ~~Average~~ <sup>Delivery</sup> Date of Acceptance (the "Termination Date") for the amount of One Dollar (\$1.00), providing the 39% or the equivalent thereof, of the "Hourly Car Hire Rate" as stated in Schedule I has been paid for the entire duration of the Lease Agreement.

18. Default. If Lessee shall fail to make any payment required hereunder within 30 days after same shall have become due or shall default or fail for a period of 30 days after notice thereof in the due observance or performance of any covenant, condition or agreement required to be observed or performed on its part hereunder, or if a proceeding shall have been commenced by or against Lessee under any bankruptcy laws, Federal or State, or for the appointment of a receiver, assignee or trustee of Lessee or its property, or if Lessee shall make a general assignment for the benefit of creditors, then and in any of said events REX may at its election:

(a) terminate this Lease by written notice to such effect, and retake the Cars and thereafter recover as liquidated damages for loss of a bargain and not as a penalty, any and all damages sustained by reason of Lessee's default in addition to all rental unpaid as of said date; or

(b) without terminating the Lease repossess the Cars, and may relet the same or any part thereof to others upon such rental and other terms as it may see fit. The proceeds of any such reletting shall first be applied to the expenses (including reasonable attorneys' fees) of retaking and reletting of the Cars and delivery to the new lessee and then to the payment of rent due under this Lease. Lessee shall pay any deficiency remaining due after so applying the proceeds as the same shall accrue. REX shall not be obligated to accept any lessee offered by Lessee, or to do any act or exercise any diligence whatsoever in the procuring of another lessee to mitigate the damages of Lessee or otherwise. The election by REX to relet the Cars and the acceptance of a new lessee shall not operate to release Lessee from liability for any existing or future default in any other covenant or promise herein contained. The obligation to pay such deficiency or any sum or sums due and unpaid or any damages suffered by reason of Lessee's default hereunder shall survive the termination of the Lease and the retaking of the Cars.

The remedies provided in this Paragraph 18 in favor of REX shall not be deemed exclusive but shall, where not by rule of law inconsistent with each other, be cumulative and may be availed of singly, in combination, or all together and in any order, and shall be in addition to all other remedies in REX' favor existing at law or in equity. The Lessee hereby waives any mandatory requirements of law now or hereafter in effect which might limit or modify any of the remedies herein provided to the extent that such waiver is permitted by law.

19. **Sublease and Assignment.** The right to assign this Lease by either party and the Lessee's right to sublease shall exist only as follows:

(a) Lessee shall have no right to assign or sublease or loan any of the Cars without the prior written consent of REX, which consent shall not be unreasonably withheld, provided, however, that Lessee shall have the right to sublease any of the Cars to its wholly owned affiliates, or may sublease, for a term not exceeding one year to a responsible company as determined by the Lessee (without being released from the obligations hereunder). Any such sublease shall be upon terms which are in compliance with all applicable Interchange Rules, tariffs, regulations and laws and all terms and conditions of this Lease.

(b) all rights of REX hereunder may be assigned, pledged, mortgaged, transferred or otherwise disposed of either in whole or in part without notice to or consent of Lessee. This Lease and Lessee's rights hereunder are and shall be subject and subordinate to any lease to REX chattel mortgage, security agreement or equipment trust or other security instrument covering the Cars heretofore or hereafter created by REX provided only that so long as Lessee is not in default under the Lease, Lessee shall be entitled to the peaceful and quiet possession of the Cars. If REX shall have given written notice to Lessee stating the identity and post office address of any assignee entitled to receive future rentals and any other sums payable to Lessee hereunder, Lessee shall thereafter make such payments to the designated assignee.

The making of an assignment or sublease by Lessee or an assignment by REX shall not serve to relieve such party of any liability or undertaking hereunder nor to impose any liability or undertaking hereunder upon any such assignee or sublessee except as otherwise provided herein or unless expressly assumed in writing by such sublessee or assignee.

20. **Opinion of Counsel.** Upon the request of REX or its assignee, Lessee will deliver to REX an opinion of counsel for Lessee, addressed to REX or its assignee in form and substance satisfactory to counsel for REX or its assignee, which opinion shall be to the effect that:

(a) Lessee is a corporation duly organized and validly existing in good standing under the laws of the state of its incorporation, and has corporate power and has taken all corporate action necessary to enter into this Lease and carry out its obligations hereunder;

(b) this Lease has been duly executed on behalf of Lessee and constitutes the legal, valid and binding obligation of Lessee, enforceable in accordance with its terms subject to limitations as to enforceability imposed by the laws of bankruptcy, insolvency, moratorium and similar laws affecting creditor's rights;

(c) the Cars which are then subject to the Lease are held by Lessee under and subject to the provisions of this Lease prior to any lien, charge or encumbrance in favor of anyone claiming by, through or under Lessee; and

(c) no governmental, administrative or judicial authorization, permission, consent, or approval or recording is necessary on the part of Lessee in connection with this Lease or any action contemplated on its part hereunder.

21. Notice. Any notice required or permitted to be given pursuant to the terms of this Lease shall be properly given when made in writing, deposited in the United States mail, registered or certified, postage prepaid, addressed to:

REX at:  
P. O. Box 968  
Englewood Cliffs, N.J. 07632

Lessee at:  
114 West 11th Street  
Kansas City, MO 64105  
Attention of:  
T. S. Carter, President

or at such other addresses as REX may from time to time designate by such notice in writing and to Lessee at the address above or any such other address as Lessee may from time to time designate by notice in writing.

22. Warranty. REX agrees to assign to Lessee such rights as it may have under warranties, if any, which it may have received from the manufacturer of any Cars or parts therefor and shall at Lessee's expense cooperate with Lessee and take such action as may be reasonably requested to enable Lessee to enforce such rights. REX makes no warranty or representation of any kind, either express or implied, as to any matter whatsoever, including specifically but not exclusively, merchantability, fitness for a particular purpose extending beyond the description in the applicable Schedule, or the design, workmanship, condition or quality of the Cars or parts thereof which Cars have been accepted by Lessee hereunder; and REX shall have no liability hereunder for damages of any kind, including specifically but not exclusively, special, indirect, incidental, or consequential damages on account of any matter which might otherwise constitute a breach of warranty or representation. Lessee represents that all of the matters set forth in Paragraphs 20(a), (b) and (c) shall be and are true and correct at all times that any Car is subject to this Lease.

23. Governing Law -- Writing. The terms of this Lease and all rights and obligations hereunder shall be governed by the laws of the State of New Jersey. The terms of this Lease and the rights and obligations of the parties hereto may not be changed or terminated orally, but only by agreement in writing signed by the party against whom enforcement of such change or termination is sought.

24. Counterparts. This Lease may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which may be evidenced by any such signed counterpart.

25. Severability -- Waiver. If any term or provision of this Lease or the application thereof to any persons or circumstances shall to

any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. Failure of REX to exercise any rights hereunder shall not constitute a waiver of any such right upon the continuation or recurrence of the situation or contingency giving rise to such right.

26. Terminology. In construing any language contained in this Lease, no reference shall be made and no significance given to paragraph titles, such titles being used only for convenience of reference. Where the context so permits, the singular shall include the plural and vice versa.

27. Past Due Payments. Any nonpayment of rentals or other sums due hereunder, whether during the period within which a default may be cured or for a longer period, and whether or not deemed a default or violation of this Lease, shall result in the obligation on the part of the Lessee to pay also an amount equal to twelve per cent per annum (or if such rate may not lawfully be charged, then the highest rate which may lawfully be charged) of such overdue sum for the period of time from one week after the due date until such overdue sum is paid.

28. Definitions. For all purposes of this Lease the following terms shall have the following meaning:

(a) "Interchange Rules" -- all codes, rules, interpretations, laws or orders governing hire, use, condition, repair and all other matters pertaining to the interchange of freight traffic reasonably interpreted as being applicable to the Cars, adopted and in effect from time to time by the Association of American Railroads and any other organization, association, agency, or governmental authority, including the Interstate Commerce Commission and the United States Department of Transportation, which may from time to time be responsible for or have authority to impose such codes, rules, interpretations, laws or orders.

(b) "Delivery Date" -- that date which is fifteen days after the date of interchange to Lessee of the last Car in a group, as specified in Paragraph 2, hereof.

(c) "Repair Work" -- all repairs, maintenance, modifications, additions or replacements required to keep and maintain the Cars in good working order and repair in accordance with and on the effective date of the requirements of all Interchange Rules and preventive maintenance necessary to keep and maintain the Cars in good working order and repair.

(d) "Casualty Cars" -- Cars which are lost, stolen, destroyed or damaged beyond economic repair.

29. Benefit. Except as otherwise provided herein the covenants conditions and agreements contained in this Lease shall bind and inure to the benefit of the parties and (to the extent permitted in Paragraph 19 hereof) their successors and assigns. Without limiting the generality of the foregoing, the indemnities of the Lessee contained in Paragraph 13 hereof shall apply to and inure to the benefit of any assignee of REX, and if

such assignee is a trustee or secured party under an indenture under which evidence of indebtedness has been issued in connection with the financing of the Cars, then also to the benefit of any holder of such evidence of indebtedness.

30. Taxes. All property taxes which, from time to time, during the Lease term, shall be assessed against the Cars, shall be paid by Lessee for the account of REX. REX shall reimburse Lessee for such tax payments within thirty days of receipt of Lessee's billing for such tax payments.

REX RAILWAYS, INC.

By *Paul J. Galton*  
President

[Corporate Seal]

ATTEST:

*Peter S. Scher*  
Assistant Secretary

THE KANSAS CITY SOUTHERN RAILWAY  
COMPANY

By *T. S. Carter*  
President

[Corporate Seal]

ATTEST:

*Bernard J. Dillens*  
Assistant Secretary

STATE OF *Missouri* )  
COUNTY OF *Jackson* ) ss.

On this *26th* day of *February*, 1982, before me personally appeared MARK A. SALITAN to me personally known, who being by me duly sworn, says that he is President of REX RAILWAYS, INC., and *Peter S. Schan* to me personally known to be the Assistant Secretary of said corporation that the seal 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 they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Irene Paulhe*

IRENE PAULHE  
Notary Public - State of Missouri  
Commissioned in Platte County  
My Commission Expires March 22, 1983

STATE OF MISSOURI )  
COUNTY OF JACKSON )

On this *26th* day of *February*, 1982, before me personally appeared T. S. CARTER, to me personally known, who being by me duly sworn, says that he is President of THE KANSAS CITY SOUTHERN RAILWAY COMPANY and GERALDINE D. DOLLINS to me personally known to be the Assistant Secretary of said corporation, that the seal 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 they acknowledge that the execution of the foregoing instrument was the free act and deed of said corporation.

*Irene Paulhe*

IRENE PAULHE  
Notary Public - State of Missouri  
Commissioned in Platte County  
My Commission Expires March 22, 1983

SCHEDULE I

Description of Cars:

Two Hundred Five Used 50'6" Box Cars, Numbered as listed on the attached Exhibit "B".

Lease Term:

15 (Fifteen) Years. (180 Payments).

Rent:

Rental shall be computed as 39½% of the hourly car rate in effect throughout the term of the Lease Agreement. Should a material change of method, or elimination of hourly car hire rates be effected by the Association of American Railroads and/or the Interstate Commerce Commission at any time during the term of the Lease Agreement, so that hourly car hire rates, as now in effect, cannot be ascertained, the lease payments for the balance of the lease term shall be 39½% of the hourly car hire rate in effect on the last day that the current method of such computation existed, adjusted quarterly by the percentage increase or decrease in the car cost component of the Association of American Railroads Cost Recovery Index, Series RCR.

EXHIBIT B

Two Hundred and Five (205) 50'6" Used Box Cars Numbered As follows: (Former Reporting Marks are shown in parentheses)

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KCS 160008 (Formerly HCRC 801)	KCS 753190 (Formerly LCRC 1020)
KCS 160016 (Formerly HCRC 802)	KCS 753203 (Formerly LCRC 1021)
KCS 160024 (Formerly HCRC 803)	KCS 753211 (Formerly LCRC 1022)
KCS 160032 (Formerly HCRC 804)	KCS 753220 (Formerly LCRC 1023)
KCS 160041 (Formerly HCRC 805)	KCS 753238 (Formerly LCRC 1024)
KCS 160059 (Formerly HCRC 806)	KCS 753246 (Formerly LCRC 1025)
KCS 160067 (Formerly HCRC 807)	KCS 753254 (Formerly LCRC 1026)
KCS 160075 (Formerly HCRC 808)	KCS 753262 (Formerly LCRC 1027)
KCS 160083 (Formerly HCRC 809)	KCS 753271 (Formerly LCRC 1028)
KCS 160091 (Formerly HCRC 810)	KCS 753289 (Formerly LCRC 1029)
KCS 160105 (Formerly HCRC 811)	KCS 753297 (Formerly LCRC 1030)
KCS 160113 (Formerly HCRC 812)	
KCS 160121 (Formerly HCRC 813)	KCS 753301 (Formerly LVRC 3000)
KCS 160130 (Formerly HCRC 814)	KCS 753319 (Formerly LVRC 3001)
KCS 160148 (Formerly HCRC 815)	KCS 753327 (Formerly LVRC 3002)
KCS 160156 (Formerly HCRC 816)	KCS 753335 (Formerly LVRC 3003)
KCS 160164 (Formerly HCRC 817)	KCS 753343 (Formerly LVRC 3004)
KCS 160172 (Formerly HCRC 818)	KCS 753351 (Formerly LVRC 3005)
KCS 160181 (Formerly HCRC 819)	KCS 753360 (Formerly LVRC 3006)
KCS 160199 (Formerly HCRC 820)	KCS 753378 (Formerly LVRC 3007)
KCS 160202 (Formerly HCRC 821)	KCS 753386 (Formerly LVRC 3008)
KCS 160211 (Formerly HCRC 822)	KCS 753394 (Formerly LVRC 3009)
KCS 160229 (Formerly HCRC 823)	KCS 753408 (Formerly LVRC 3010)
KCS 160237 (Formerly HCRC 824)	KCS 753416 (Formerly LVRC 3011)
KCS 160245 (Formerly HCRC 825)	KCS 753424 (Formerly LVRC 3012)
	KCS 753432 (Formerly LVRC 3013)
KCS 753009 (Formerly LCRC 1001)	KCS 753441 (Formerly LVRC 3014)
KCS 753017 (Formerly LCRC 1002)	KCS 753459 (Formerly LVRC 3015)
KCS 753025 (Formerly LCRC 1003)	KCS 753467 (Formerly LVRC 3016)
KCS 753033 (Formerly LCRC 1004)	KCS 753475 (Formerly LVRC 3017)
KCS 753041 (Formerly LCRC 1005)	KCS 753483 (Formerly LVRC 3018)
KCS 753050 (Formerly LCRC 1006)	KCS 753491 (Formerly LVRC 3019)
KCS 753068 (Formerly LCRC 1007)	KCS 753505 (Formerly LVRC 3020)
KCS 753076 (Formerly LCRC 1008)	KCS 753513 (Formerly LVRC 3021)
KCS 753084 (Formerly LCRC 1009)	KCS 753521 (Formerly LVRC 3022)
KCS 753092 (Formerly LCRC 1010)	KCS 753530 (Formerly LVRC 3023)
KCS 753106 (Formerly LCRC 1011)	KCS 753548 (Formerly LVRC 3024)
KCS 753114 (Formerly LCRC 1012)	KCS 753556 (Formerly LVRC 3025)
KCS 753122 (Formerly LCRC 1013)	KCS 753564 (Formerly LVRC 3026)
KCS 753131 (Formerly LCRC 1014)	KCS 753572 (Formerly LVRC 3027)
KCS 753149 (Formerly LCRC 1015)	KCS 753581 (Formerly LVRC 3028)
KCS 753157 (Formerly LCRC 1016)	KCS 753599 (Formerly LVRC 3029)
KCS 753165 (Formerly LCRC 1017)	KCS 753602 (Formerly LVRC 3030)
KCS 753173 (Formerly LCRC 1018)	KCS 753611 (Formerly LVRC 3031)
KCS 753181 (Formerly LCRC 1019)	KCS 753629 (Formerly LVRC 3032)

EXHIBIT B

SHEET 2

KCS 753637 (Formerly LVRC 3033)	KCS 754137 (Formerly LVRC 3083)
KCS 753645 (Formerly LVRC 3034)	KCS 754145 (Formerly LVRC 3084)
KCS 753653 (Formerly LVRC 3035)	KCS 754153 (Formerly LVRC 3085)
KCS 753661 (Formerly LVRC 3036)	KCS 754161 (Formerly LVRC 3086)
KCS 753670 (Formerly LVRC 3037)	KCS 754170 (Formerly LVRC 3087)
KCS 753688 (Formerly LVRC 3038)	KCS 754188 (Formerly LVRC 3088)
KCS 753696 (Formerly LVRC 3039)	KCS 754196 (Formerly LVRC 3089)
KCS 753700 (Formerly LVRC 3040)	KCS 754200 (Formerly LVRC 3090)
KCS 753718 (Formerly LVRC 3041)	KCS 754218 (Formerly LVRC 3091)
KCS 753726 (Formerly LVRC 3042)	KCS 754226 (Formerly LVRC 3092)
KCS 753734 (Formerly LVRC 3043)	KCS 754234 (Formerly LVRC 3093)
KCS 753742 (Formerly LVRC 3044)	KCS 754242 (Formerly LVRC 3094)
KCS 753751 (Formerly LVRC 3045)	KCS 754251 (Formerly LVRC 3095)
KCS 753769 (Formerly LVRC 3046)	KCS 754269 (Formerly LVRC 3096)
KCS 753777 (Formerly LVRC 3047)	KCS 754277 (Formerly LVRC 3097)
KCS 753785 (Formerly LVRC 3048)	KCS 754285 (Formerly LVRC 3098)
KCS 753793 (Formerly LVRC 3049)	KCS 754293 (Formerly LVRC 3099)
KCS 753807 (Formerly LVRC 3050)	KCS 754307 (Formerly LVRC 4050)
KCS 753815 (Formerly LVRC 3051)	KCS 754315 (Formerly LVRC 4051)
KCS 753823 (Formerly LVRC 3052)	KCS 754323 (Formerly LVRC 4052)
KCS 753831 (Formerly LVRC 3053)	KCS 754331 (Formerly LVRC 4053)
KCS 753840 (Formerly LVRC 3054)	KCS 754340 (Formerly LVRC 4054)
KCS 753858 (Formerly LVRC 3055)	KCS 754358 (Formerly LVRC 4055)
KCS 753866 (Formerly LVRC 3056)	KCS 754366 (Formerly LVRC 4056)
KCS 753874 (Formerly LVRC 3057)	KCS 754374 (Formerly LVRC 4057)
KCS 753882 (Formerly LVRC 3058)	KCS 754382 (Formerly LVRC 4058)
KCS 753891 (Formerly LVRC 3059)	KCS 754391 (Formerly LVRC 4059)
KCS 753904 (Formerly LVRC 3060)	KCS 754404 (Formerly LVRC 4060)
KCS 753912 (Formerly LVRC 3061)	KCS 754412 (Formerly LVRC 4061)
KCS 753921 (Formerly LVRC 3062)	KCS 754421 (Formerly LVRC 4062)
KCS 753939 (Formerly LVRC 3063)	KCS 754439 (Formerly LVRC 4063)
KCS 753947 (Formerly LVRC 3064)	KCS 754447 (Formerly LVRC 4064)
KCS 753955 (Formerly LVRC 3065)	KCS 754455 (Formerly LVRC 4065)
KCS 753963 (Formerly LVRC 3066)	KCS 754463 (Formerly LVRC 4066)
KCS 753971 (Formerly LVRC 3067)	KCS 754471 (Formerly LVRC 4067)
KCS 753980 (Formerly LVRC 3068)	KCS 754480 (Formerly LVRC 4068)
KCS 753998 (Formerly LVRC 3069)	KCS 754498 (Formerly LVRC 4069)
KCS 754005 (Formerly LVRC 3070)	KCS 754501 (Formerly LVRC 4070)
KCS 754013 (Formerly LVRC 3071)	KCS 754510 (Formerly LVRC 4071)
KCS 754021 (Formerly LVRC 3072)	KCS 754528 (Formerly LVRC 4072)
KCS 754030 (Formerly LVRC 3073)	KCS 754536 (Formerly LVRC 4073)
KCS 754048 (Formerly LVRC 3074)	KCS 754544 (Formerly LVRC 4074)
KCS 754056 (Formerly LVRC 3075)	KCS 754552 (Formerly LVRC 4075)
KCS 754064 (Formerly LVRC 3076)	KCS 754561 (Formerly LVRC 4076)
KCS 754072 (Formerly LVRC 3077)	KCS 754579 (Formerly LVRC 4077)
KCS 754081 (Formerly LVRC 3078)	KCS 754587 (Formerly LVRC 4078)
KCS 754099 (Formerly LVRC 3079)	KCS 754595 (Formerly LVRC 4079)
KCS 754102 (Formerly LVRC 3080)	KCS 754609 (Formerly LVRC 4080)
KCS 754111 (Formerly LVRC 3081)	KCS 754617 (Formerly LVRC 4081)
KCS 754129 (Formerly LVRC 3082)	KCS 754625 (Formerly LVRC 4082)

EXHIBIT B

SHEET 3

KCS 754633 (Formerly LVRC 4083)  
KCS 754641 (Formerly LVRC 4084)  
KCS 754650 (Formerly LVRC 4085)  
KCS 754668 (Formerly LVRC 4086)  
KCS 754676 (Formerly LVRC 4087)  
KCS 754684 (Formerly LVRC 4088)  
KCS 754692 (Formerly LVRC 4089)  
KCS 754706 (Formerly LVRC 4090)  
KCS 754714 (Formerly LVRC 4091)  
KCS 754722 (Formerly LVRC 4092)  
KCS 754731 (Formerly LVRC 4093)  
KCS 754749 (Formerly LVRC 4094)  
KCS 754757 (Formerly LVRC 4095)  
KCS 754765 (Formerly LVRC 4096)  
KCS 754773 (Formerly LVRC 4097)  
KCS 754781 (Formerly LVRC 4098)  
KCS 754790 (Formerly LVRC 4099)

Month	Value	Month	Value
91	9797	137	4732
92	9687	138	4622
93	9577	139	4512
94	9467	140	4402
95	9357	141	4292
96	9247	142	4182
97	9137	143	4072
98	9027	144	3962
99	8917	145	3852
100	8807	146	3742
101	8697	147	3632
102	8587	148	3522
103	8477	149	3412
104	8367	150	3302
105	8257	151	3192
106	8147	152	3082
107	8037	153	2972
108	7927	154	2862
109	7817	155	2752
110	7707	156	2642
111	7597	157	2532
112	7487	158	2422
113	7377	159	2312
114	7267	160	2202
115	7157	161	2092
116	7047	162	1982
117	6937	163	1872
118	6827	164	1762
119	6717	165	1652
120	6607	166	1542
121	6497	167	1432
122	6387	168	1322
123	6277	169	1212
124	6167	170	1102
125	6057	171	992
126	5947	172	882
127	5837	173	772
128	5727	174	662
129	5617	175	552
130	5507	176	442
131	5397	177	332
132	5287	178	222
133	5177	179	112
134	5067	180	0
135	4957		
136	4847		

# Schedule of Casualty Values

Month	Value	Month	Value
0	19806	46	14745
1	19696	47	14635
2	19586	48	14525
3	19476	49	14415
4	19366	50	14305
5	19256	51	14195
6	19146	52	14085
7	19036	53	13975
8	18926	54	13865
9	18816	55	13755
10	18706	56	13645
11	18596	57	13535
12	18486	58	13425
13	18376	59	13315
14	18266	60	13204
15	18156	61	13094
16	18046	62	12984
17	17936	63	12874
18	17826	64	12764
19	17716	65	12654
20	17606	66	12544
21	17496	67	12434
22	17386	68	12324
23	17276	69	12214
24	17166	70	12104
25	17056	71	11994
26	16946	72	11884
27	16836	73	11774
28	16726	74	11664
29	16616	75	11554
30	16505	76	11444
31	16395	77	11334
32	16285	78	11224
33	16175	79	11114
34	16065	80	11004
35	15955	81	10894
36	15845	82	10784
37	15735	83	10674
38	15625	84	10564
39	15515	85	10454
40	15405	86	10344
41	15295	87	10234
42	15185	88	10124
43	15075	89	10014
44	14965	90	9903
45	14855		