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RECORDATION NO. 27620-A
FILED

SEP 04 '08 -11 35 AM

SURFACE TRANSPORTATION BOARD

September 4, 2008

VIA EMAIL

Secretary Mary E. Peters
Surface Transportation Board
Washington, DC 20423

Re: Documents for Recordation
Lessor/Secured Party: Southern Missouri Bank
Lessee/Debtor: City of Sikeston Board of Municipal Utilities

Dear Secretary:

The documents described below are to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

A short summary of the documents to appear in the index follows:

The first document is a Municipal Lease Agreement, a primary document, dated August 12, 2008.

The names and addresses of the parties to the documents are as follows:

Lessor: Southern Missouri Bank, 1205 Main Street, Sikeston, Missouri 63801.
Lessee: City of Sikeston Board of Municipal Utilities, 138 North Prairie, Sikeston, Missouri 63801

The second document is a Municipal Lease Schedule, a primary document, dated August 12, 2008.

The names and addresses of the parties to the documents are as follows:

Lessor: Southern Missouri Bank, 1205 Main Street, Sikeston, Missouri 63801.
Lessee: City of Sikeston Board of Municipal Utilities, 138 North Prairie, Sikeston, Missouri 63801

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1301 OAK STREET
KANSAS CITY, MO 64106
816-474-8181
FAX 816-471-2186

4770 N BELLEVIEW, STE 206
GLADSTONE, MO 64116
816-454-7474
FAX 816-454-3525

6330 LAMAR AVE, STE 220
OVERLAND PARK, KS 66202
913-831-6900
FAX 913-831-7156

The third document is a Security Agreement, a primary document, dated August 12, 2008.

The names and addresses of the parties to the documents are as follows:

Secured Party: Southern Missouri Bank, 1205 Main Street, Sikeston, Missouri 63801.

Debtor: City of Sikeston Board of Municipal Utilities, 138 North Prairie, Sikeston, Missouri 63801

A description of the Equipment covered by the documents follows:

All equipment including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, and parts and tools, including 100 Aluminum Non-Rotary Auto Flood III Railcars, numbered WFAX 97300 to and including WFAX 97399 (manufactured by Freightcar America Corporation, wherever the equipment is or will be located, and all proceeds and products from the equipment (including, but not limited to, all parts, accessories, repairs, replacements, improvements, and accessions to the equipment), all obligations that support the payment or performance of the equipment. "Proceeds" includes anything acquired upon the sale, lease, license, exchange, or other disposition of the equipment; any rights and claims arising from the equipment; and any collections and distributions on account of the equipment.

You are authorized to charge our account for the fees associated with this filing. If you have any questions, please let me know.

Very truly yours,

LEVY AND CRAIG
A Professional Corporation



David V. Kenner

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-11 35 AM

MUNICIPAL LEASE SCHEDULE

SURFACE TRANSPORTATION BOARD

THIS MUNICIPAL LEASE SCHEDULE is executed by the parties whose signatures are affixed below as a Schedule to that certain Municipal Lease Agreement between the parties hereto dated the 12th day of August, 2008. (hereinafter the "Lease"). This Schedule is incorporated in the Lease and contains additional terms and provisions which are an integral part of the Lease.

A. EQUIPMENT LEASED.

- One Hundred Aluminum Non-Rotary Auto Flood III Railcars, numbered WFX 97300 to and including WFX 97399, (manufactured by FreightCar America Corporation)

LEASE AMOUNT: \$5,890,000.00

B. TERM. Unless earlier terminated as set forth in the Lease, the term of the Lease with respect to each item of Equipment listed on the Schedule, expires on the expiration of 240 months from the date the Acceptance Certificate is signed.

C. LEASE PAYMENTS. Except as otherwise provided in the Lease, Lease Payments are payable as follows:

Forty (40) SEMI-ANNUAL lease payments of \$224,181.30 each beginning February 12, 2009, with a final lease payment of the entire unpaid balance of principal and interest due on August 12, 2028. Each Lease Payment includes a payment of interest determined by applying an annual rate of interest equal to 4.40% of the outstanding balance of an original principal sum equal to the Cost of the Equipment (as set forth herein).

D. LOCATION. The equipment described herein shall be located at:

Sikeston Power Plant
Sikeston, MO 63801

E. SPECIAL CONDITIONS. Zero (0) advance rental(s) is/are due on the execution of the Acceptance Certificate, with the first advance rental applied to the first Lease

Payment and the second (if two advance payments are collected) applied to the last Lease Payment.

F. ADDRESSES.

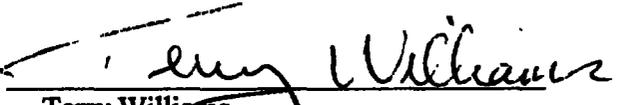
**LESSOR: SOUTHERN MISSOURI BANK & TRUST
1205 S. Main
Sikeston, MO 63801**

**LESSEE: THE CITY OF SIKESTON BOARD OF
MUNICIPAL UTILITIES
138 North Prairie
Sikeston, MO 63801**

IN WITNESS WHEREOF, the undersigned, duly authorized agents or representatives of Lessor and Lessee, execute this Schedule and agree to its terms and conditions, the date set forth opposite their signatures below.

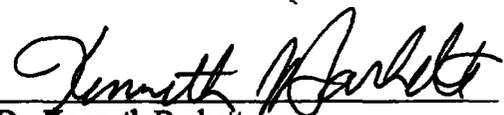
**LESSOR:
SOUTHERN MISSOURI BANK & TRUST
1205 S. Main
Sikeston, MO 63801**

Date: August 12, 2008

By: 
Terry Williams
Community Bank President

**LESSEE:
THE CITY OF SIKESTON BOARD OF
MUNICIPAL UTILITIES
138 North Prairie
Sikeston, MO 63801**

Date: August 12, 2008

By: 
Dr. Kenneth Barkett
Chairman of the Board