

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

LAW DEPARTMENT  
701 COMMERCE STREET  
DALLAS, TEXAS 75202

WILLIAM A. THIE  
GENERAL COUNSEL  
JOE C. CRAWFORD  
GENERAL SOLICITOR

ARTHUR M. ALBIN  
GENERAL ATTORNEY  
MICHAEL E. ROPER  
COMMERCE COUNSEL

6-243A03S

651-6736

AUG 30 1976

Date \_\_\_\_\_  
Fee \$ 10

IN REPLY REFER TO: 410.043-16C

REGISTRATION NO. 7825-A

August 25, 1976

ICC Washington, D. C.

Mr. Robert L. Oswald, Secretary  
Interstate Commerce Commission  
Washington, DC 20423

Re: ICC Recordation No. 7825 - Amendment to Car Lease Agreement dated December 16, 1974, between Southwestern States Management Company and Missouri-Kansas-Texas Railroad Company covering 165 40-ton general service boxcars.

Dear Mr. Oswald:

Enclosed for filing are three duplicate originals of Amendment to Car Lease Agreement amending that one certain lease dated December 16, 1974, between Southwestern States Management Co., a Missouri corporation, Lessor, 701 Commerce Street, Dallas, TX 75202, and Missouri-Kansas-Texas Railroad Company, a Delaware corporation, Lessee, 701 Commerce Street, Dallas, TX 75202, which Amendment to Car Lease Agreement deletes from the terms and provisions of the original Lease dated December 16, 1974, the below described 40-ton general service boxcars bearing Lessee's reporting numbers and marks as follows:

RECEIVED  
AUG 30 11 33 AM '76

I. C. C.  
FEE OPERATION BR.

MKT 2600	MKT 2654	MKT 2687
" 2602	" 2658	" 2689
" 2610	" 2660	" 2690
" 2619	" 2663	" 2692
" 2620	" 2666	" 2694
" 2623	" 2668	" 2697
" 2627	" 2673	" 2698
" 2631	" 2675	" 2699
" 2633	" 2678	" 2700
" 2637	" 2679	" 2701
" 2641	" 2680	" 2702
" 2644	" 2681	" 2704
" 2650	" 2683	" 2708
" 2651	" 2685	" 2710
		" 2713

INTERSTATE  
COMMERCE COMMISSION  
RECEIVED  
AUG 27 1976  
ADMINISTRATIVE SERVICES  
MAIL UNIT

and,

MKT 2800 - MKT 2808, inclusive  
MKT 2810 - MKT 2823, inclusive  
MKT 2825 - MKT 2857, inclusive

and,

Mr. Robert L. Oswald

- 2 -

August 25, 1976

MKT 2604  
MKT 2636

MKT 2665  
MKT 2676

MKT 2696  
MKT 2712

The Lease Agreement being amended hereby was filed with the Interstate Commerce Commission under date of February 7, 1975, and was assigned Recordation No. 7825.

Also enclosed is a cashier's check in the amount of \$10, payable to the Interstate Commerce Commission to cover the prescribed fee for filing and recording this Amendment. Please return two copies of same to me at the address shown above, and I will see that all parties concerned receive a copy of same.

I certify that I have knowledge of the matters set forth herein.

Yours very truly,

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY



Arthur M. Albin  
General Attorney

AMA:vas  
Enclosures

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

8/30/76

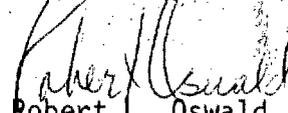
OFFICE OF THE SECRETARY

Arthur M. Albin, Gen. Atty.  
Missouri-Kansas-Texas RR. Co.  
Law Department  
701 Commerce Street  
Dallas, Texas 75202

Dear Sir:

The enclosed document was recorded pursuant to the provisions  
of Section 20c of the Interstate Commerce Act, 49 U.S.C. 20c, on **8/30/76**  
at **11:40am**, and assigned recordation number **7825-A**

Sincerely yours,

  
Robert L. Oswald  
Secretary

Enclosure

SE-39  
(2/75)

AMENDMENT TO CAR LEASE AGREEMENT

7825-A  
RECORDED  
AUG 30 1976 10 AM  
MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

KNOW ALL MEN BY THESE PRESENTS:

This amendment entered into as of this the 9th day of August, 1976, between SOUTHWESTERN STATES MANAGEMENT COMPANY, a Missouri corporation (hereinafter called "Lessor"), and MISSOURI-KANSAS-TEXAS RAILROAD COMPANY, a Delaware corporation (hereinafter called "Lessee");

W I T N E S S E T H, that:

WHEREAS, Lessor and Lessee have heretofore executed and delivered to each other that certain Car Lease Agreement ("Lease") dated the 16th day of December, 1974, covering the lease of 165 40-ton general service box cars bearing Lessee's reporting numbers and marks as enumerated in Schedule A attached thereto; and

WHEREAS, said Lease was duly recorded with the Interstate Commerce Commission on February 7, 1975, pursuant to Section 20(c) of the Interstate Commerce Act and assigned Recordation No. 7825; and

WHEREAS, said Lease was amended effective as of April 30, 1975, whereby cars Numbered MKT 2800-2808, inclusive; MKT 2810-2823, inclusive; MKT 2825-2857, inclusive, were deleted and removed from the terms and provisions of said Lease; and

WHEREAS, said Lease was amended effective as of February 1, 1976, wherein cars numbered MKT 2604, MKT 2636, MKT 2665, MKT 2676, MKT 2696, and MKT 2712 were deleted and removed from the terms and provisions of said Lease; and

WHEREAS, it is the desire of the parties hereto to amend said Lease to delete additional box cars, effective as of the close of business on the 8th day of August, 1976;

NOW, THEREFORE, in consideration of the premises and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

(1) That certain Car Lease Agreement executed by and between Lessor and Lessee dated the 16th day of December, 1974, and bearing Interstate Commerce Commission Recordation No. 7825, be and it is hereby amended effective as of the close of business on August 8, 1976, to delete from the terms and provisions of said Lease the below described box cars bearing MKT recording marks as follows:

MKT 2600	MKT 2654	MKT 2687
" 2602	" 2658	" 2689
" 2610	" 2660	" 2690
" 2619	" 2663	" 2692
" 2620	" 2666	" 2694
" 2623	" 2668	" 2697
" 2627	" 2673	" 2698
" 2631	" 2675	" 2699
" 2633	" 2678	" 2700
" 2637	" 2679	" 2701
" 2641	" 2680	" 2702
" 2644	" 2681	" 2704
" 2650	" 2683	" 2708
" 2651	" 2685	" 2710
		" 2713

This cancellation shall extend to and include box cars of the MKT 2800 series, effective as of April 30, 1975, and described as follows:

Nos. 2800-2808, inclusive  
Nos. 2810-2823, inclusive  
Nos. 2825-2857, inclusive

In addition, this cancellation shall also extend to and include box cars bearing MKT recording marks and numbers MKT 2604, MKT 2636, MKT 2665, MKT 2676, MKT 2696, and MKT 2712, effective as of February 1, 1976.

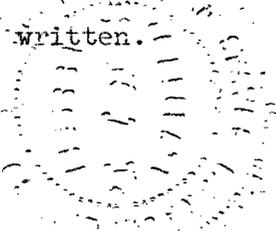
(2) It is expressly agreed and stipulated that Lessee shall not be liable to Lessor for any rental accruing under the terms and provisions of the Lease accruing after the dates set forth above pertaining to the respective

cars listed above being deleted as set forth above. Any rights of Lessor to recover said rental for any of the cars deleted from the Lease after the effective dates set forth above are hereby waived and relinquished.

(3) The parties hereby release the other from any and all obligations and responsibilities under the terms and provisions of said Car Lease Agreement, including rental as provided for in the preceding paragraph, except for any liabilities to the other which may have accrued as to the box cars being deleted from the Lease on or before the respective effective dates, as set forth above.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Amendment to Car Lease Agreement as of the day, month, and year first above written.

ATTEST:

  
*J. L. [Signature]*  
Assistant Secretary

SOUTHWESTERN STATES MANAGEMENT CO

By

*[Signature]*  
Its Vice President

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

ATTEST:

*J. L. [Signature]*  
Assistant Secretary

By

*[Signature]*  
Its Vice President

STATE OF TEXAS )  
 )  
COUNTY OF DALLAS )

On this 10<sup>th</sup> day of August, 1976, before me personally appeared Karl R. Ziebarth, to me personally known, who being by me duly sworn, says that he is the Vice President of SOUTHWESTERN STATES MANAGEMENT CO; 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 he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Jessie Ladner  
Notary Public in and for  
Dallas County, Texas

My Commission Expires: June 1, 1977

STATE OF TEXAS )  
 )  
COUNTY OF GRAYSON )

On this 20<sup>th</sup> day of August, 1976, before me personally appeared H. L. Gastler, to me personally known, who being by me duly sworn, says that he is the Vice President of MISSOURI-KANSAS-TEXAS RAILROAD COMPANY; 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 he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Leggy Fleming  
Notary Public in and for  
Grayson County, Texas

My Commission Expires: April 27, 1978