

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

LAW DEPARTMENT  
701 COMMERCE STREET  
DALLAS, TEXAS 75202

214-651-6736

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

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

RECORDATION NO. 7825-B Filed & Recorded

FEB 17 1978 - 10 10 PM

IN REPLY REFER TO: 410.043-16C

February 15, 1978

INTERSTATE COMMERCE COMMISSION

Mr. H. G. Homme, Jr.  
Acting 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. Homme:

Enclosed for filing are four duplicate originals of Amendment to Car Lease Agreement dated February 1, 1978, amending that one certain lease dated December 16, 1974, between Southwestern States Management Co., a Missouri corporation, Lessor, 701 Commerce Street, Dallas, Texas 75202, and Missouri-Kansas-Texas Railroad Company, a Delaware corporation, Lessee, 701 Commerce Street, Dallas, Texas 75202, which Amendment to Car Lease Agreement deletes, effective January 31, 1978, 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  
FEB 17 10 03 AM '78  
CERTIFICATION UNIT

MKT 2605	MKT 2662	MKT 2723
" 2634	" 2669	" 2732
" 2653	" 2674	" 2733
" 2657	" 2716	" 2742
	" 2718	

8-048A062  
FEB 17 1978  
Date .....  
Fee \$ 10

and effective as of August 31, 1976:

MKT 2601	MKT 2667	MKT 2703
" 2615	" 2672	" 2721
" 2616	" 2677	" 2740

ICC Washington, D. C

and, effective as of November 30, 1977:

MKT 2611	MKT 2684	MKT 2688
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and, effective as of April 19, 1977:

MKT 2670	MKT 2693	MKT 2735.
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Mr. H. G. Homme, Jr.

- 2 -

February 15, 1978

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

2/17/78

OFFICE OF THE SECRETARY

Arthur M. Albin, Gen. Atty:  
Missouri-Kansas-Texas RR Company  
701 Commerce Street  
Dallas, Texas 75202

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on 2/17/78 at 10:10am and assigned recordation number(s)

Sincerely yours,

H. G. Homme, Jr.  
Acting Secretary

Enclosure(s)

SE-30-T  
(6/77)

SECOND AMENDMENT TO CAR LEASE AGREEMENT

RECORDATION NO. 7825-B Filed & Recorded

FEB 17 1978 - 10 10 AM

INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS:

This amendment entered into as of this the 1st day of February, 1978, 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; and 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, said Lease was amended effective as of August 9, 1976, to delete 43 additional cars; and

WHEREAS, it is the desire of the parties hereto to amend said Lease to delete additional box cars;

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 January 31, 1978, to delete from the terms and provisions of said Lease the below described box cars bearing MKT recording marks as follows:

MKT 2605	MKT 2657	MKT 2674	MKT 2723
" 2634	" 2662	" 2716	" 2732
" 2653	" 2669	" 2718	" 2733
			" 2742

This cancellation shall extend to and include box cars bearing MKT recording marks and numbers; effective as of August 31, 1976:

MKT 2601	MKT 2667	MKT 2703
" 2615	" 2672	" 2721
" 2616	" 2677	" 2740

This cancellation shall also extend to and include box cars bearing MKT recording marks and numbers MKT 2611, MKT 2684, and MKT 2688, effective as of November 30, 1976.

In addition, this cancellation shall also extend to and include box cars bearing MKT recording marks and numbers MKT 2670, MKT 2693, and MKT 2735, effective as of April 19, 1977.

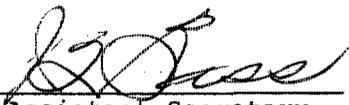
(2) It is expressly agreed and stipulated that Lessee shall not be liable to Lessor for any rental accruing under the terms and provisions of the Lease accruing after the dates set forth above pertaining to the respective cars listed above being deleted as set forth above. Any rights of Lessor to recover 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.

SOUTHWESTERN STATES MANAGEMENT CO.

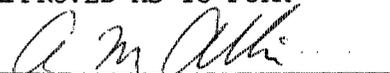
By   
Its Vice President

ATTEST:   
Assistant Secretary

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

By   
Its Vice President

ATTEST:   
Assistant Secretary

APPROVED AS TO FORM  


STATE OF TEXAS )  
 )  
COUNTY OF DALLAS )

On this 14<sup>th</sup> day of February, 1978, 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.

Ruth Murdoch

Notary Public in and for  
Dallas County, Texas

My Commission expires: 12-31-78.

STATE OF TEXAS )  
 )  
COUNTY OF GRAYSON )

On this 10<sup>th</sup> day of February, 1978, 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.

Jim L. Jacobs

Notary Public in and for  
Grayson County, Texas

My Commission expires: 11-1-78.