

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

LAW DEPARTMENT
701 COMMERCE STREET
DALLAS, TEXAS 75202

214-651-6736

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

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

9-215A037

AUG 3 1979

Date

Fee \$ 10.00

IN REPLY REFER TO: 410.043-16(D)

July 30, 1979

ICC Washington. RECORDATION NO. 8098-A Filing 1425

AUG 8 1979 10 AM

INTERSTATE COMMERCE COMMISSION

Mr. H. G. Homme, Jr.
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Re: ICC Recordation No. 8098 - First Amendment to Car Lease Agreement dated September 4, 1975, between Southwestern States Management Co. and Missouri-Kansas-Texas Railroad Company covering 75 70-ton Covered Hopper Cars

Dear Mr. Homme:

Enclosed for filing are five duplicate originals of First Amendment to Car Lease Agreement dated July 26, 1979, amending that one certain lease dated September 4, 1975, between Southwestern States Management Co., a Missouri corporation, Lessor, 701 Commerce St., Dallas, TX 75202, and Missouri-Kansas-Texas Railroad Company, a Delaware corporation, Lessee, 701 Commerce St., Dallas, TX 75202, which First Amendment to Car Lease Agreement ~~deletes~~ from the terms of said Lease effective midnight April 18, 1976, the following described 70-ton covered hopper cars bearing Lessee's recording marks and numbers:

MKT 34081	MKT 34087	MKT 34091	MKT 34095
MKT 34082	MKT 34088	MKT 34092	MKT 34097
MKT 34084	MKT 34089	MKT 34093	MKT 34098
MKT 34085	MKT 34090	MKT 34094	MKT 34100

and, effective as of noon July 26, 1979, the following described covered hopper cars:

MKT-34004 ~	MKT-34057 ~	MKT-34010 ~	MKT-34027 ~	MKT-34055 ~
MKT-34007 ~	MKT-34058 ~	MKT-34012 ~	MKT-34029 ~	MKT-34063 ~
MKT-34021 ~	MKT-34078 ~	MKT-34015 ~	MKT-34044 ~	MKT-34077 ~
MKT-34034 ~	MKT-34081 ~	MKT-34016 ~	MKT-34053 ~	MKT-34085 ~
MKT-34042 ~	MKT-34090 ~	MKT-34020 ~	MKT-34054 ~	MKT-34014 ~

FEE OPERATION NO. 10.00

AUG 8 10 AM '79

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MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

LAW DEPARTMENT

Mr. H. G. Homme, Jr.

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July 30, 1979

The Car Lease Agreement being amended hereby was filed with the Interstate Commerce Commission on November 3, 1975, and was assigned Recordation No. 8098.

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 of this Amendment. Please return the file-marked copies of same to me at the address shown above for distribution to the parties.

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

Yours very truly,



Arthur M. Albin

AMA:ro

Enclosures

cc: K. R. Ziebarth
R. A. Douglas

Interstate Commerce Commission
Washington, D.C. 20423

8/7/79

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 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/3/79 at 10:10am, and assigned re-
recording number(s). 8098-A

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

8098-A
RECORDATION NO. 8098-A Filed 1425

AUG 3 1979 10 18 AM

INTERSTATE COMMERCE COMMISSION
FIRST AMENDMENT TO CAR LEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This First Amendment to Car Lease Agreement entered into as of the 26th day of July, 1979, between SOUTHWESTERN STATES MANAGEMENT CO., 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 (hereinafter called "Lease"), dated the 4th day of September, 1975, covering the lease of seventy-five (75) 70-ton covered hopper cars, bearing Lessee's recording marks and numbers as set forth and enumerated in Schedule A attached hereto; and

WHEREAS, said Lease was duly recorded with the Interstate Commerce Commission on November 3, 1975, pursuant to Section 20(c) of the Interstate Commerce Act, and assigned Recordation No. 8098; and

WHEREAS, by Notice dated April 15, 1976, Lessor cancelled said Lease, effective as of midnight April 18, 1976, as it pertained to cars bearing MKT recording numbers:

34081	34087	34091	34095
34082	34088	34092	34097
34084	34089	34093	34098
34085	34090	34094	34100

and;

WHEREAS, it is the desire of the parties hereto to amend said Lease to confirm the deletion therefrom of those cars listed above and in addition to delete from the terms and provisions of said Lease twenty-three (23) additional cars bearing

Lessee's recording marks and numbers as set forth and enumerated in Schedule B attached hereto, said 23 cars to be deleted from the terms and provisions of said Lease effective as of noon July 26, 1979;

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

1. That certain Car Lease Agreement executed by and between Lessor and Lessee, dated the 4th day of September, 1975, and bearing Interstate Commerce Commission Recordation No. 8098, be, and it is hereby, amended effective as of midnight April 18, 1976, to delete from the terms and provisions of said Lease the below described 70-ton covered hopper cars, bearing Lessee's recording marks and numbers as follows:

MKT 34081	MKT 34087	MKT 34091	MKT 34095
MKT 34082	MKT 34088	MKT 34092	MKT 34097
MKT 34084	MKT 34089	MKT 34093	MKT 34098
MKT 34085	MKT 34090	MKT 34094	MKT 34100

2. That certain Car Lease Agreement executed by and between Lessor and Lessee, dated the 4th day of September, 1975, and bearing Interstate Commerce Commission Recordation No. 8098, be, and it is hereby, amended effective as of noon on July 26, 1979, to delete from the terms and provisions of said Lease the twenty-three (23) 70-ton covered hopper cars bearing Lessee's recording marks and numbers as set forth in Schedule B attached hereto.

3. 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 following the dates set forth above as they pertain to the respective cars referred to above.

4. The parties hereby release the other from any and all obligations and responsibilities under the terms and provision 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 covered hopper cars being deleted from the Lease on or before the respective effective dates as set forth above.

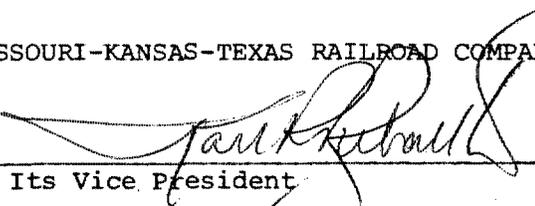
5. Except as amended hereby, all other terms and provisions of the Lease shall continue in full force and effect.

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

SOUTHWESTERN STATES MANAGEMENT CO.

By 
Its Vice President

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

By 
Its Vice President

STATE OF TEXAS)
)
COUNTY OF DALLAS)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared H. A. Brandt, Vice President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said SOUTHWESTERN STATES MANAGEMENT CO., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of July, 1979

Virgil L. Jones
Notary Public in and for Dallas County,
Texas

My Commission expires: Nov. 30, 1980

STATE OF TEXAS)
)
COUNTY OF DALLAS)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Karl R. Ziebarth, Vice President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said MISSOURI-KANSAS-TEXAS RAILROAD COMPANY, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of July, 1979.

Ruth Murdock
Notary Public in and for Dallas County,
Texas

My Commission expires: Dec. 31, 1980

SCHEDULE A

70-ton Covered Hopper Cars

(All car numbers are MCT car numbers)

Nos. 34002-34004, inclusive
No. 34007
Nos. 34009-34016, inclusive
Nos. 34018-34024, inclusive
Nos. 34026-34031, inclusive
Nos. 34034-34037, inclusive
No. 34039
Nos. 34041-34044, inclusive
No. 34047
No. 34049
Nos. 34051-34058, inclusive
Nos. 34060-34061, inclusive
Nos. 34063-34066, inclusive
No. 34068
Nos. 34070-34075, inclusive
Nos. 34077-34078, inclusive
Nos. 34081-34082, inclusive
Nos. 34084-34085, inclusive
Nos. 34087-34095, inclusive
Nos. 34097-34098, inclusive
No. 34100

SCHEDULE B

70-ton Covered Hopper Cars

MKT-34004	MKT-34057	MKT-34010	MKT-34027	MKT-34055
MKT-34007	MKT-34058	MKT-34012	MKT-34029	MKT-34063
MKT-34021	MKT-34078	MKT-34015	MKT-34044	MKT-34077
MKT-34034		MKT-34016	MKT-34053	MKT-34085
MKT-34042		MKT-34020	MKT-34054	MKT-34014