

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

LAW DEPARTMENT
701 COMMERCE STREET
DALLAS, TEXAS 75202

214-651-6736

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RECORDATION NO. *8848-A* Filed & Recorded
NOV 28 1977-2 10 PM
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COMMERCE COUNSEL

7-332A066

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JUL 28 1977
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INTERSTATE COMMERCE COMMISSION
NUMBER BY REFER TO: 410.043-16F

November 23, 1977

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

Re: Car Lease Agreement dated May 27, 1977, between
Southwestern States Management Co. and Missouri-
Kansas-Texas Railroad Company covering 401 Seventy-Ton
Open Top Hopper Cars

Dear Mr. Homme:

In accordance with the provisions of Section 20(c) of the Interstate Commerce Act and the rules and regulations approved and prescribed by the Interstate Commerce Commission pursuant thereto, there is submitted herewith for filing and recordation the original and two executed copies of an Amendment to the above referenced Car Lease Agreement, which Amendment is dated as of the 20th day of October, 1977, and is by and between Southwestern States Management Co., 701 Commerce Street, Dallas, TX 75202, as Lessor, and Missouri-Kansas-Texas Railroad Company, 701 Commerce Street, Dallas, TX 75202, as Lessee, which Amendment to Car Lease Agreement deletes from the terms and provisions of the original Car Lease Agreement dated May 27, 1977, the 48 cars described below, bearing Lessee's reporting numbers and marks as follows:

MKT 36029	MKT 36195	MKT 36284
" 36043	" 36200	" 36286
" 36053	" 36201	" 36305
" 36060	" 36204	" 36308
" 36079	" 36211	" 36310
" 36085	" 36219	" 36312
" 36089	" 36228	" 36321
" 36101	" 36237	" 36323
" 36103	" 36239	" 36327
" 36114	" 36247	" 36334
" 36127	" 36270	" 36356
" 36139	" 36273	" 36360
" 36167	" 36274	" 36361
" 36172	" 36276	" 36362
" 36192	" 36350	" 36388
" 36269	" 36355	" 36392

FILED
NOV 28 1977
FBI - DALLAS

Mr. H. G. Homme, Jr.

- 2 -

November 23, 1977

The Car Lease Agreement being amended hereby was filed with the Interstate Commerce Commission under date of June 6, 1977, and was assigned recordation No. 8848.

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 a copy of same to me at the above address, and I will see that all parties concerned receive a copy of same.

I am also enclosing a copy of this letter for your use in stamping the recordation number and date thereof.

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

Very truly yours,

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY


Arthur M. Albin

AMA:vas
Enclosures

Interstate Commerce Commission

Washington, D.C. 20423

11/29/77

OFFICE OF THE SECRETARY

**Arthur M. Albin
Missouri-Kansas-Texas RR. Co.
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 **11/28/77** at **2:10pm**, and assigned recordation number(s)

8848-A

Sincerely yours,


**H.G. Homme, Jr.
Acting Secretary**

Enclosure(s)

**SE-30-T
(6/77)**

RECORDATION NO. 8848 A Filed & Recorded

NOV 28 1977-2 10 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT TO

CAR LEASE AGREEMENT

Dated May 27, 1977

This AMENDMENT, entered into as of the 20th day of October, 1977, between SOUTHWESTERN STATES MANAGEMENT CO., a Missouri corporation, hereinafter called "Lessor," and MISSOURI-KANSAS-TEXAS RAILROAD COMPANY, a Delaware corporation, hereinafter called "Lessee":

WITNESSETH:

WHEREAS, Lessor and Lessee have heretofore executed and delivered to each other that certain Car Lease Agreement, hereinafter called "Lease," dated as of May 27, 1977, covering the lease of 401 70-ton open top and covered hopper cars as described and set forth in Exhibit A attached thereto; and

WHEREAS, said Lease was duly recorded with the Interstate Commerce Commission on June 6, 1977, pursuant to Section 20(c) of the Interstate Commerce Act and assigned recordation No. 8848; and

WHEREAS, it is the desire of the parties thereto to amend said Lease effective as of May 27, 1977, in order to remove 48 cars from the terms and provisions thereof and in order to modify the provisions pertaining to the purchase of said cars by Lessee along with other minor modifications:

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree, effective as of May 27, 1977, as follows:

(1) Paragraph 1 of said Car Lease Agreement is hereby amended by deleting the number "401" and substituting in lieu thereof the number "353." In addition, the term "Exhibit A" is hereby deleted and the term "Schedule A" is substituted in lieu thereof.

(2) Paragraph 2 of the Car Lease Agreement is hereby amended by deleting the term "Exhibit A" and substituting in lieu thereof the term "Schedule A."

(3) Paragraph 5 of the Car Lease Agreement is hereby amended by deleting same in its entirety and substituting in lieu thereof the following paragraph:

5. Rental. During the term of this lease, Lessee shall pay to Lessor for each Car, commencing as of the date first set forth above, a rental of NINETY-NINE DOLLARS (\$99.00) per Car per month. Rental for the first partial month and the last partial month of this lease shall be prorated on the basis of THREE and 30/100 DOLLARS (\$3.30) per day per Car, based on a 30-day month. Rental for any Car removed from the terms and provisions of this lease by reason of loss, theft, or destruction as set forth below, shall also be prorated for

any partial month on the basis of \$3.30 per day. Rental shall be due and payable by Lessee to Lessor on or before the 25th day of the month following the month for which such rental has accrued.

(4) Paragraph 12 of the Car Lease Agreement is hereby amended by deleting the reference in two places to "Schedule A" and substituting in lieu thereof the term "Schedule B."

(5) Paragraph 22 of the Car Lease Agreement is hereby amended by deleting same in its entirety and substituting in lieu thereof the following:

22. Purchase Option. Notwithstanding provisions of Paragraph 13, above, Lessee is hereby given the option and right to purchase any and all cars remaining at the end of this Lease Agreement by giving Lessor at least 30-days' written notice of Lessee's desire to purchase said cars and tendering, along with the notice, a sum equal to the difference between the total of the monthly payments made, as to each such car, prior to the exercise date and the "total cost" of each car to Lessor. The "total cost" as used herein shall mean the sum of \$5,236.91 plus the interest cost incurred since May 27, 1977, by Southwestern States applicable to each car being purchased. The "interest cost" per car will be the total sum of the monthly interest cost paid by Lessor to Mercantile Trust Company National Association divided by the number of cars covered by the Security Agreement with the Mercantile Trust Company National Association in the same month. Should the total of such interest cost and \$5,236.91 be less than the total cost to Lessor for each such car so purchased hereunder, Lessor will refund the difference to Lessee, if Lessee elects to exercise its purchase option.

(6) It is further expressly understood and agreed that said lease is hereby amended by deleting and removing Exhibit A as a part of said Lease and substituting in lieu thereof Schedule A reflecting the 353 cars which are to be covered by the terms and provisions of said Lease as amended hereby.

(7) It is further agreed that said Lease is hereby amended by deleting and removing therefrom Schedule A as a part of said lease and substituting in lieu thereof Schedule B attached hereto reflecting the new "destruction value" of said cars.

(8) It is further agreed and understood by and between the parties that the terms and provisions of this Amendment to Car Lease Agreement are effective as between the parties as of May 27, 1977.

(9) Except as amended above, said Lease shall remain unchanged and in full force and effect as to the parties hereto.

SCHEDULE A

Pursuant to Security Agreement dated May 27, 1977, Mercantile Trust Company National Association has a security interest in and to the following open top and covered hopper cars bearing MKT reporting marks, as follows:

16 2000-cubic Foot Covered Hopper Cars

34081 and 34082	34095
34084 and 34085	34097 and 34098
34087 thru 34094	34100

338 70-ton Open Top Hopper Cars

36000 through 36028	36186 through 36191	36277 through 36283
36030 " 36042	36193 and 36194	36285
36044 " 36052	36196 " 36197	36287 " 36300
36054 " 36059	36199	36302 " 36304
36061 " 36078	36202 and 36203	36306 and 36307
36080 " 36084	36206 through 36210	36309 " 36311
36086 " 36088	36212 " 36218	36313 through 36319
36090 " 36100	36220 " 36227	36322
36102	36229 " 36236	36324 through 36326
36104 " 36113	36238	36328 " 36333
36115 " 36126	36240 and 36241	36335 " 36349
36128 " 36130	36243	36351 " 36354
36132 " 36138	36245 and 36246	36357 " 36359
36141 " 36149	36248 through 36257	36363 " 36379
36151 " 36153	36259 " 36268	36381 " 36387
36155 " 36166	36271 and 36272	36389 " 36391
36169 " 36171	36275	36393 " 36395
36173 " 36184		36397 " 36399

SCHEDULE B

Any car destroyed during the term of the lease shall have a "destruction value" as shown in the following table. If an event of destruction occurs during the month shown, the value to be deposited is the amount shown next to it. The first month runs from May 27, 1977, to June 27, 1977, and sequentially thereafter.

<u>Month</u>	<u>Amount</u>	<u>Month</u>	<u>Amount</u>	<u>Month</u>	<u>Amount</u>
1	5,270	21	3,570	41	1,770
2	5,180	22	3,480	42	1,680
3	5,090	23	3,390	43	1,590
4	5,000	24	3,300	44	1,500
5	4,910	25	3,210	45	1,410
6	4,820	26	3,120	46	1,320
7	4,730	27	3,030	47	1,230
8	4,640	28	2,940	48	1,140
9	4,550	29	2,850	49	1,050
10	4,460	30	2,760	50	960
11	4,370	31	2,670	51	870
12	4,280	32	2,580	52	780
13	4,190	33	2,490	53	690
14	4,100	34	2,400	54	600
15	4,010	35	2,310	55	510
16	3,920	36	2,220	56	420
17	3,930	37	2,130	57	330
18	3,840	38	2,040	58	240
19	3,750	39	1,950	59	150
20	3,660	40	1,860	60	60