

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

LAW DEPARTMENT
701 COMMERCE STREET
DALLAS, TEXAS 75202

WILLIAM A. THIE
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JOE C. CRAWFORD
GENERAL SOLICITOR

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MICHAEL E. ROPER
COMMERCE COUNSEL

RECORDATION NO. *9107-A* 214-651-6736 **8-013A068**
Filed & Recorded

JAN 13 1978 - 2 45 PM JAN 13 1978

Secretary
Interstate Commerce Commission
Washington, DC 20423

date
ees 10
Washington, D. C.

IN REPLY REFER TO: 410043-23A

January 11, 1978

Re: ICC Recordation No. 9107 -
Amendment to Conditional Sale Agreement dated November 18, 1977,
between Missouri-Kansas-Texas Railroad Company and Portec Inc.,
Paragon Div., assigned to Republic National Bank of Dallas, cover-
ing purchase of 35 bi-level auto racks

Dear Sir:

Enclosed for filing are four duplicate originals of Amendment of Conditional Sale Agreement dated November 18, 1977, between Missouri-Kansas-Texas Railroad Company, a Delaware corporation, Purchaser, 701 Commerce Street, Dallas, TX 75202, and Portec, Inc., Paragon Div., a Delaware corporation, Manufacturer, P. O. Box 355, 44000 Grand River, Novi, MI 48050, which Conditional Sale Agreement was assigned to Republic National Bank of Dallas, Republic National Bank Building, Dallas, TX 75201, which amendment amends the monthly payment provisions as they pertain to the Railroad's obligation for same and amends Exhibit A to change the recording marks from "TTGX" to "TTBX." The Conditional Sale Agreement being amended hereby was filed with the Interstate Commerce Commission on December 1, 1977, and was assigned Recordation No. 9107.

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 the Amendment to Conditional Sale Agreement 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.

Very truly yours,

Arthur M. Albin

AMA:jar
Enclosures

RECEIVED
JAN 13 2 42 PM '78
CERTIFICATION UNIT

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

1/16/78

Arthur M. Albin Gen. Atty.
Missouri-Kansas - Texas Railroad 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 1/13/78 at , and assigned recordation number(s) 9107-A 2:45pm

Sincerely yours,


H.G. Homme, Jr.
Acting Secretary

Enclosure(s)

SE-30-T
(6/77)

RECORDATION NO. *9107 A* Filed & Recorded

AMENDMENT OF
CONDITIONAL SALE AGREEMENT
Dated November 18, 1977

JAN 18 1978 - 2 55 PM

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT dated as of the 10th day of January, 1978, between
REPUBLIC NATIONAL BANK OF DALLAS (hereinafter called "Bank"), and the
MISSOURI-KANSAS-TEXAS RAILROAD COMPANY, a Delaware corporation (hereinafter
called "Railroad"),

W I T N E S S E T H :

WHEREAS, by Conditional Sale Agreement dated as of the 18th day of
November, 1977, PORTEC, INC., PARAGON DIVISION, a Delaware corporation
(hereinafter called "Manufacturer"), did agree to manufacture and sell to
Railroad thirty-five (35) Wide-Body Enclosed-Type Bi-level Auto Racks to be
constructed and installed on thirty-five (35) 89'4" flush deck flat cars
furnished by Trailer Train Company for the account of Railroad, and Railroad
did agree, subject to acceptance and receipt of said Racks, to pay the total
purchase price for said Racks in the amount of \$640,104.85; and

WHEREAS, by Agreement and Assignment dated as of the 18th day of November,
1977, Manufacturer did assign unto Bank, its successors and assigns, all of
the right, title, and interest of the Manufacturer under the Conditional Sale
Agreement other than the right to receive the initial cash payment specified
in Article 3(a) thereof, and all the right, title and interest of Manufacturer
in and to each Rack until the full amount of principal and interest set forth
in Article 3(b) shall have been paid by Railroad to Bank, all as set forth
and described in said Agreement and Assignment; and

WHEREAS, in Article 3(b) of said Conditional Sale Agreement, Railroad
agreed, conditioned upon receipt of the Racks, to commence payment of monthly
installments in the sum of \$7,000 per month plus interest, thirty (30) days

after execution of said Agreement; and

WHEREAS, the construction of said Auto Racks has been delayed and it is the desire of the parties in view of the delay to amend the Conditional Sale Agreement to more specifically state the date on which payments required in Article 3(b) of said Agreement shall commence; and

WHEREAS, it is also necessary to correct Exhibit A to reflect the initials of the Trailer Train Company flat cars;

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the parties hereto, it is hereby agreed as follows:

1. Paragraph (b) of Article 3 is hereby deleted in its entirety as of the date first written above and the following paragraph is hereby substituted in lieu thereof, to-wit:

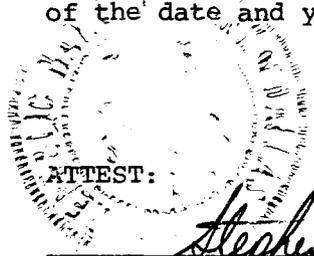
(b) \$504,000.00 of the actual full purchase price of said Racks (being the deferred purchase price thereof) shall be paid by Railroad in 72 consecutive monthly installments commencing on or before the 15th day of February, 1978, and thereafter payable on or before the 15th day of each succeeding month, said monthly installments to be in the sum of \$7,000.00 per month, plus interest. The principal balance shall bear interest at a rate until maturity equal to one percentage point above the prevailing commercial prime borrowing rate established by the Republic National Bank of Dallas as of the first day of each month preceding the month in which payment is due; provided, however, that nothing contained herein shall require the payment of interest in excess of the highest lawful rate permitted in the State of Texas.

2. The said Conditional Sale Agreement is further amended by deleting the reporting marks (initials) TTGX, as set forth in Exhibit A, and substituting in lieu thereof the reporting marks (initials) TTBX.

3. It is further understood and agreed that except as amended and modified herein, said Conditional Sale Agreement and Exhibit A thereto shall

remain in full force and effect as to all other terms, provisions and conditions.

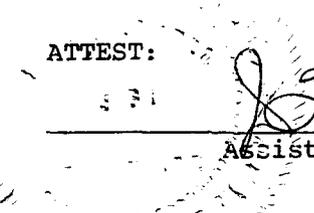
IN WITNESS WHEREOF, Bank and Railroad have executed this Amendment as of the date and year first written above.



ATTEST:
Stephen Green
Banking Officer

REPUBLIC NATIONAL BANK OF DALLAS

By Richard H. Crosby
Vice President



ATTEST:
J. J. Doss
Assistant Secretary

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

By James H. ...
Vice President

STATE OF TEXAS)
)
COUNTY OF DALLAS)

On this 10th day of January, 1978, before me personally appeared Richard H. Crosby, to me personally known, who being by me duly sworn, says that he is a Vice President of REPUBLIC NATIONAL BANK OF DALLAS; that one of the seals 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.

Deirdre B. West
Notary Public in and for Dallas County,
Texas

My Commission expires: Nov. 15, 1978.

STATE OF TEXAS)
)
COUNTY OF DALLAS)

On this 10th day of January, 1978, before me personally appeared Karl R. Ziebarth, to me personally known, who being by me duly sworn says that he is a Vice President of MISSOURI-KANSAS-TEXAS RAILROAD COMPANY; that one of the seals 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 that he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Luth Murdock

Notary Public in and for Dallas County,
Texas

My Commission expires: 12-31-78.

