

LIDDELL, SAPP, ZIVLEY & LABOON

ATTORNEYS

TEXAS COMMERCE TOWER
HOUSTON, TEXAS 77002

(713) 226-1200

TELEX 76-2616

TELECOPIER (713) 223-3717

AUSTIN OFFICE
702 COLORADO STREET
SUITE 630
AUSTIN, TEXAS 78701
(512) 474-8484
TELECOPIER (512) 474-5830

DALLAS OFFICE
1500 SAN JACINTO TOWER
DALLAS, TEXAS 75201
(214) 880-0100
TELECOPIER (214) 880-0025

December 10, 1985

VIA FEDERAL EXPRESS

REGISTRATION NO. 10030-13 Form 1425

DEC 13 1985 - 10 05 AM

INTERSTATE COMMERCE COMMISSION

Mr. James Bayne
Acting Secretary
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

RE: First Amendment to Conditional Sale Agreement originally between Missouri-Kansas-Texas Railroad Company and Fruit Growers Express Company dated January 12, 1979; assigned to Texas Commerce Bank National Association

Dear Mr. Bayne:

I have enclosed an original and one (1) counterpart of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a First Amendment to Conditional Sale Agreement ("First Amendment"), a secondary document, dated the 23rd day of October, 1985.

The primary document to which the First Amendment is connected is a Conditional Sale Agreement dated January 12, 1979 recorded January 18, 1979 under Recordation No. 10030.

The names and addresses of the parties to the First Amendment are as follows:

Purchaser: Missouri-Kansas-Texas Railroad
Company
701 Commerce Street
Dallas, Texas 75202

Seller (Assignee): Texas Commerce Bank National
Association
P. O. Box 2558
Houston, Texas 77001

Mr. James Bayne
December 10, 1985
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A description of the equipment covered by the First Amendment follows:

Fifty-one (51) Sixty-foot 100-Ton Ford Auto Glass Specially Equipped Box Cars bearing MKT recording marks and numbers MKT 8000 to MKT 8050, both inclusive, to be constructed pursuant to Fruit Growers Express Company's Specifications No. S-433-A dated March 20, 1978, revised to "B" dated May 2, 1978, and pursuant to Fruit Growers Express Company's Drawings No. 7-E-52 dated March 20, 1978, No. 7-E-53 dated April 10, 1978, and No. 7-E-65 dated May 28, 1978.

A cashier's check in the amount of \$10.00 is enclosed which covers the statutory recording fee. Please return an original First Amendment stamped with the appropriate recording information to the undersigned.

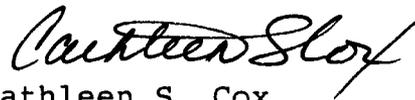
A short summary of the First Amendment to appear in the Index follows:

First Amendment to Conditional Sale Agreement originally executed by and between Missouri-Kansas-Texas Railroad Company and Fruit Growers Express Company which assigned same to Mercantile Trust Company National Association which assigned same to Texas Commerce Bank National Association, covering fifty-one (51) Sixty-foot 100-Ton Ford Auto Glass Specially Equipped Box Cars bearing MKT recording marks and numbers MKT 8000 to MKT 8050, both inclusive, to be constructed pursuant to Fruit Growers Express Company's Specifications No. S-433-A dated March 20, 1978, revised to "B" dated May 2, 1978, and pursuant to Fruit Growers Express Company's Drawings No. 7-E-52 dated March 20, 1978, No. 7-E-53 dated April 10, 1978, and No. 7-E-65 dated May 28, 1978.

Mr. James Bayne
December 10, 1985
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I certify that I have knowledge of the foregoing.

Very truly yours,



Cathleen S. Cox
Paralegal

CSC:lgr
Encls.

(B)CSC:MKT-02I

REGISTRATION NO. 10030-B
FILED 1985

DEC 13 1985 -10 05 AM

INTERSTATE COMMERCE COMMISSION

FIRST AMENDMENT TO CONDITIONAL SALE AGREEMENT

THIS FIRST AMENDMENT TO CONDITIONAL SALE AGREEMENT, hereinafter referred to as this "First Amendment", is made and entered into by and between MISSOURI-KANSAS-TEXAS RAILROAD COMPANY (the "Railroad"), a Delaware corporation, and TEXAS COMMERCE BANK NATIONAL ASSOCIATION (the "Bank"), a national banking association domiciled in Houston, Harris County, Texas.

RECITALS:

1.

The Railroad and Fruit Growers Express Company (the "Manufacturer"), a Delaware corporation, have entered into a Conditional Sale Agreement dated as of January 12, 1979 (which Conditional Sale Agreement, as same may have been amended prior to the date hereof, is herein called the "Sale Agreement"). All of the Manufacturer's rights and interests, but none of its obligations, under the Sale Agreement have been assigned to Mercantile Trust Company National Association (the "Original Lender") pursuant to an Agreement and Assignment (the "Original Assignment") dated of even date with the Sale Agreement by and between the Manufacturer and the Original Lender.

2.

Pursuant to an Agreement and Assignment of Rights Under Conditional Sale Agreement dated as of even date herewith, executed by the Original Lender, as Assignor, the Bank, as Assignee, and the Railroad, the Original Lender has assigned all of its rights and interests in and to the Sale Agreement and the Original Assignment to the Bank.

3.

The Railroad and the Bank now desire to amend the Sale Agreement so as to modify the rate or rates of interest provided for in the Sale Agreement, to modify the dates that the payments required under the Sale Agreement are due and payable, and to make certain other changes to the Sale Agreement as hereinafter described.

AGREEMENTS:

NOW, THEREFORE, in consideration of the premises and the mutual agreements, representations and warranties herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Railroad and the Bank do hereby agree as follows:

1.

The unpaid principal balance owing by the Railroad to the Bank under the Conditional Sale Agreement as of the effective date hereof is \$1,272,548.87.

2.

The sixth paragraph of Article 3 of the Sale Agreement is hereby amended by deleting the word "The" where it appears at the beginning of that paragraph and substituting therefor the phrase "On or before the Original Rate Termination Date, the".

3.

Article 3 of the Sale Agreement is hereby amended by deleting the seventh and eighth paragraphs thereof and by adding the following new paragraphs thereto immediately after the sixth paragraph, which shall be and read as follows:

"Notwithstanding the provisions for the payments of the deferred purchase price and accrued interest thereon hereinabove set forth, the Railroad shall pay on the Original Rate Termination Date any and all interest on the unpaid amount of the deferred purchase price which has accrued through and is unpaid on the Original Rate Termination Date. On the Original Rate Termination Date, payment of the deferred purchase price in the said quarterly installments shall terminate and the then unpaid amount of the deferred purchase price shall thereafter be due and payable in (i) consecutive annual principal installments (each an "Annual Installment") in the amount of \$127,254.90 each, the first Annual Installment to be due and payable on October 10, 1986, and a like Annual Installment to be due and payable on the tenth day of each succeeding October thereafter through and including October 10, 1990, and (ii) a final principal installment of all of the deferred purchase price then remaining unpaid which shall be due and payable on October 10, 1991 (when all of the deferred purchase price then unpaid together with accrued and unpaid interest thereon shall be finally due and payable). Accrued and unpaid interest on the amount of the deferred purchase price remaining unpaid from time to time after the Original Rate Termination Date shall be due and payable quarterly beginning January 10, 1986 and continuing to be due and payable on the tenth day of each succeeding April, July, October and January thereafter until the full amount of

the deferred purchase price together with all accrued and unpaid interest thereon shall have been fully paid and satisfied. All payments hereunder made after the Original Rate Termination Date shall be applied first to accrued interest, the balance to the deferred purchase price.

"After the Original Rate Termination Date, interest on the amount of the deferred purchase price remaining unpaid from time to time shall accrue at a rate per annum equal to the Stated Rate and interest on all past due amounts, both principal and accrued interest, shall accrue at a rate per annum equal to the New Past Due Rate; provided, that for the full term of this Agreement, the interest rate produced by the aggregate of all sums paid or agreed to be paid to the Manufacturer or its assignee for the use, forbearance or detention of the debt evidenced hereby shall not exceed the Ceiling Rate. After the Original Rate Termination Date, interest on the amount of the deferred purchase price remaining unpaid from time to time shall be computed for the actual number of days elapsed in a year consisting of 360 days, unless the Ceiling Rate would thereby be exceeded, in which event, to the extent necessary to avoid exceeding the Ceiling Rate, interest shall be computed on the basis of the actual number of days elapsed in the applicable calendar year in which it accrued.

"As used herein, the 'Prime Rate' means, on any day occurring after the Original Rate Termination Date, the Prime Rate for that day as announced by Texas Commerce Bank National Association, a national banking association (the 'Bank') and entered into the minutes of its Loan and Discount Committee.

"As used herein, the 'New Past Due Rate' means, on any day occurring after the Original Rate Termination Date, a rate per annum equal to the Stated Rate for that day plus one and one-half percent (1-1/2%).

"As used herein, the 'Stated Rate' means, on any day occurring after the Original Rate Termination Date, a rate per annum equal to the Prime Rate for that day plus one-half of one percent (1/2%); provided, if on any day the Stated Rate shall exceed the Ceiling Rate for that day, then the Stated Rate shall be fixed at the Ceiling Rate on that day and on each day thereafter until the full amount of the interest accrued at the Stated Rate on the amount of the deferred purchase

price then remaining unpaid equals the total amount of interest which would have accrued if there were no Ceiling Rate. However, neither the maturity of this Agreement nor the Railroad's privilege (if any) to prepay it shall be affected by this paragraph.

"As used herein, 'Original Rate Termination Date' means October 22, 1985.

"As used herein, the 'Ceiling Rate' means, on any day, the maximum nonusurious rate of interest permitted for that day by whichever of applicable federal or Texas law permits the higher interest rate, stated as a rate per annum. On each day, if any, that Chapter One ('Chapter One') of Title 79, Texas Revised Civil Statutes, 1925, as amended (the 'Texas Credit Code') establishes the Ceiling Rate, the Ceiling Rate shall be the 'indicated rate ceiling' (as defined in Chapter One) for that day. Payee may from time to time, as to current and future balances, implement any other ceiling under Chapter One by notice to Maker, if and to the extent permitted by, Chapter One.

"Without notice to the Railroad or any other person or entity, after the Original Rate Termination Date, the Prime Rate and the Ceiling Rate shall each automatically fluctuate upward and downward as and in the amount by which the Bank's said Prime Rate and such maximum nonusurious rate of interest permitted by applicable law, respectively, fluctuate.

"All payments provided for in this Agreement will be made by the Railroad in immediately available funds and in lawful money of the United States of America.

"The Railroad shall have the right to prepay all or any part of the unpaid deferred purchase price of all of the Cars delivered hereunder at any time without the payment of any premium or fee upon thirty (30) days' written notice delivered to the Bank or its assignee. All prepayments shall be applied first to accrued interest, the balance to the principal installments provided for herein in the inverse order of their maturity."

4.

The Railroad represents and warrants to the Bank that the representations and warranties contained in the Sale Agreement are true and correct in all material respects on and as of the date hereof as though made on and as of such date. The Railroad hereby certifies that no event has occurred and is continuing which constitutes an event of default under the Sale Agreement or which upon the giving of notice or the lapse of time or both would constitute such an event of default.

5.

Except as expressly further amended hereby, the Sale Agreement shall remain in full force and effect. The Sale Agreement, as hereby further amended, and all rights and powers created thereby or thereunder are in all respects ratified and confirmed and remain in full force and effect. Without limiting the generality of the foregoing, the Sale Agreement as amended hereby shall continue to secure all indebtedness secured thereby.

6.

Terms used herein which are defined in the Sale Agreement shall have the meanings therein ascribed to them. Except where the context otherwise requires, the term "Sale Agreement" as used in the Sale Agreement or any other instrument, document or writing furnished to the Bank by the Railroad shall mean the Sale Agreement as hereby amended.

7.

The Railroad agrees to pay to the Bank upon demand all expenses incurred by the Bank in connection with the preparation, negotiation, execution and recordation of this First Amendment and any other instruments or documents related to the execution of this First Amendment, and any other expenses incurred by the Bank in connection with the Sale Agreement and any and all related writings. The Railroad shall furnish to the Bank all such other documents, consents and information relating to the Railroad, the Cars (as that term is defined in the Sale Agreement), or otherwise, as the Bank may reasonably require.



8.

The Railroad hereby expressly agrees to (i) obtain all necessary approval, and proof of such approval in form satisfactory to the Bank in its sole discretion, from such parties as may be necessary to enable the Railroad to pledge all of the Cars to secure all of the indebtedness arising under each and all other conditional sale agreements (the "Other Sale Agreements") between the Railroad and the Bank in force and effect on the effective date hereof, and to further secure any and all other indebtedness now or hereafter owing by the Railroad to the Bank, and (ii) enter into such amendment or amendments to the Sale Agreement together with all related documents as the Bank shall require all in form satisfactory to the Bank in its sole discretion pursuant to which the Cars shall secure, in addition to the indebtedness arising under the Sale Agreement, any and all other indebtedness now or hereafter owing by the Railroad to the Bank, including the indebtedness arising pursuant to each of the Other Sale Agreements. The Railroad and the Bank hereby expressly agree that the failure of the Railroad to comply with the terms and provisions contained in (i) and (ii) above on or before March 31, 1986, shall constitute an event of default under the Sale Agreement (which shall be in addition to the events of default provided for in Article 18 of the Sale Agreement), whereupon the Bank may exercise any and all of its rights under the Sale Agreement, including, without limitation, the right to accelerate the maturity of the indebtedness evidenced thereby and declare the purchase price of the Cars immediately due and payable without the need for the Bank or any other party to provide to the Railroad notice of any kind of the occurrence of such event of default, or a period of time for the Railroad to cure such event of default, notwithstanding any requirement to provide notice or a period of cure for any other event of default under the Sale Agreement which may be contained in the Sale Agreement.

upon giving the Railroad 30 days notice in writing
with the 30 day notice period



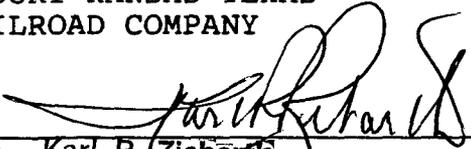
9.

This First Amendment (a) shall be binding upon and inure to the benefit of the Railroad and the Bank and their respective successors and assigns (provided, however, that the Railroad shall not assign its rights hereunder without the prior written consent of the Bank); (b) may be modified or amended only by a

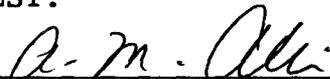
writing signed by each party; (c) shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America; (d) may be executed in several counterparts, and by the parties hereto on separate counterparts, and each counterpart, when so executed and delivered, shall constitute an original agreement, and all such separate counterparts shall constitute but one and the same agreement; and (e), when read together with the Sale Agreement including all prior supplements, amendments and addenda thereto, embodies the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, consents and understandings relating to such subject matter.

IN WITNESS WHEREOF, the Railroad and the Bank have caused this First Amendment to be signed by their respective duly authorized officers, effective as of October 23, 1985.

MISSOURI-KANSAS-TEXAS
RAILROAD COMPANY

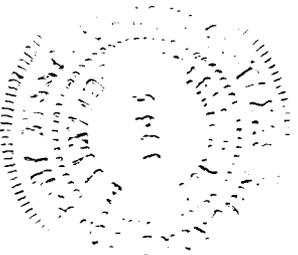
By: 
Name: Karl R. Ziebarth
Title: Executive Vice President-Financial

ATTEST:


Name: A. M. ALBIN
Title: ASSISTANT SECRETARY

TEXAS COMMERCE BANK
NATIONAL ASSOCIATION

By: 
Name: M.A. Salda
Title: CA



MAR 1 1986 -2 25 PM

INTERSTATE COMMERCE COMMISSION

SECOND AMENDMENT TO CONDITIONAL SALE AGREEMENT

THIS SECOND AMENDMENT TO CONDITIONAL SALE AGREEMENT, hereinafter referred to as this "Second Amendment", is made and entered into by and between MISSOURI-KANSAS-TEXAS RAILROAD COMPANY (the "Railroad"), a Delaware corporation, and TEXAS COMMERCE BANK NATIONAL ASSOCIATION (the "Bank"), a national banking association domiciled in Houston, Harris County, Texas.

RECITALS:

1.

The Railroad and Fruit Growers Express Company (the "Manufacturer"), a Delaware corporation, have entered into a Conditional Sale Agreement dated as of January 12, 1979 (which Conditional Sale Agreement, as same may have been amended prior to the hereinafter described First Amendment, is herein called the "Original Sale Agreement"), covering and affecting certain railroad cars and other equipment (the "Rolling Stock") more fully described in the Original Sale Agreement. All of the Manufacturer's rights and interests, but none of its obligations, under the Original Sale Agreement have been assigned to Mercantile Trust Company National Association (the "Original Lender") Bank pursuant to an Agreement and Assignment dated of even date with the Original Sale Agreement by and between the Manufacturer and the Original Lender.

2.

Pursuant to an Agreement and Assignment of Rights Under Conditional Sale Agreement dated as of October 23, 1985, executed by the Original Lender, as Assignor, the Bank, as Assignee, and the Railroad, the Original Lender has assigned all of its rights and interests in and to the Sale Agreement and the Original Assignment to the Bank.

3.

The Railroad and the Bank have amended the Original Sale Agreement pursuant to a First Amendment to Conditional Sale Agreement (the "First Amendment") dated effective as of October 23, 1985 (the Original Sale Agreement as amended by the First Amendment being hereinafter called the "Sale Agreement").

4.

The Railroad has heretofore entered into certain other conditional sale agreements with certain manufacturers of locomotives, railroad cars and other rolling stock, and/or with one or more other financial institutions (collectively, the "Sellers") for the construction and/or purchase of certain locomotives, railroad cars and equipment more fully described in said other conditional sale agreements (collectively, the "Other Rolling Stock"), the rights and benefits (but none of the obligations) of each of the Sellers having been heretofore assigned to Bank in writings executed by the Sellers or their prior assigns, said other conditional sale agreements, as each may have been amended, supplemented, modified, restated or extended to the date hereof being referred to hereinafter collectively as the "Other Conditional Sale Agreements"), each of the Other Conditional Sale Agreements being more fully described in Exhibit A attached hereto and incorporated herein by reference for all purposes.

5.

The Railroad has requested that the Bank establish a revolving credit facility (the "Credit Facility") pursuant to which the Bank will agree, subject to certain terms and conditions, to make loans from time to time before January 17, 1987 (the "Termination Date"), to the Railroad at the Railroad's request and issue commercial and standby letters of credit (collectively, the "Letters of Credit") for the account of the Railroad, the aggregate of said loans, the outstanding face amount of all of said letters of credit and the amount of all of the Letters of Credit which have been drawn on for which the Bank has not been reimbursed not to exceed at any one time the sum of \$4,000,000.00, the terms and conditions for establishing the Credit Facility to be governed by one or more loan agreements (as the same may be amended and supplemented from time to time, the "Loan Agreements"), the Loan Agreements to be executed by and between the Railroad and the Bank from time to time, the indebtedness arising pursuant to the Credit Facility to be evidenced by one or more promissory notes (or notes and any and all renewals, extensions, modifications, rearrangements or replacements thereof or substitutions therefor being collectively referred to as the "Notes"), from time to time executed by the Railroad, the face amount of the Notes to equal to in the aggregate up to (but no more than) \$4,000,000.00.

6.

The Bank is unwilling to establish the Credit Facility, and from time to time prior to the Termination Date to make any loans

pursuant to the Credit Facility, issue any of the Letters of Credit, enter into any of the Loan Agreements, and/or accept any of the Notes unless, among other things, the Railroad agrees to amend the Sale Agreement so as to provide that the Rolling Stock shall secure, in addition to the purchase price of Rolling Stock (if not fully paid and satisfied) and such other indebtedness (if any) described in the Sale Agreement, (a) the indebtedness arising pursuant to the Credit Facility, and (b) the indebtedness arising pursuant to each of the Other Conditional Sale Agreements, as any of the same may have been or may be amended, renewed, extended or otherwise modified from time to time; and the Railroad is willing to so agree.

AGREEMENTS:

NOW, THEREFORE, in consideration of the premises and the mutual agreements, representations and warranties herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Railroad and the Bank do hereby agree as follows:

1.

The first sentence of Article 5 of the Sale Agreement is hereby amended in its entirety to be and read as follows:

"1. The Manufacturer, or its successors and assigns (including, without limitation, the Bank), shall and hereby does retain the full legal title to and property in the Cars until (a) the Railroad shall have made all of the payments and shall have kept and performed all of the covenants contained in this Agreement to be made, kept or performed by the Railroad, (b) the Railroad shall have made all of the payments and shall have kept and performed all of the covenants contained in each those certain other Conditional Sale Agreements described on Exhibit A attached hereto and incorporated herein by reference for all purposes as the same may have been or may be amended, modified or supplemented from time to time, therein provided to be made, kept or performed by the Railroad; and (c) the Railroad shall have made all of the payments and shall have kept and performed all of the covenants provided to be made, kept and performed by the Railroad in any and all writings (the 'Writings') executed in connection with or evidencing the indebtedness arising pursuant to a line of credit commitment (the "Commitment") of the Bank in favor of the Railroad pursuant to which the Bank agrees to,

subject to certain terms and conditions set forth in the Writings, (i) make loans from time to time on or before January 17, 1987, to the Railroad at the Railroad's request, and (ii) issue commercial and standby letters of credit for the account of the Railroad, the aggregate of said loans, the outstanding face amount of all of said letters of credit and the amount of all of said letters of credit which have been drawn on for which the Bank has not been reimbursed not to exceed at any one time the sum of \$4,000,000; notwithstanding the delivery of the Cars to and the possession and use thereof by the Railroad as herein provided."

2.

Article 18 of the Sale Agreement is hereby amended by adding at the end of subsection (e) therein, two additional subsections which shall be and read as follows:

"(f) The failure by the Railroad to make any payment as and when due under any and all promissory notes (the 'Notes') and applications for the Letters of Credit (the 'Applications') executed or issued in connection with the Commitment;

"(g) The occurrence of any event of default or default or the occurrence of any Event of Default or Default (as those capitalized terms may be defined in and) under any of the Writings executed or issued in connection with the Commitment, including, without limitation, any of the Notes, any of the Applications or any loan agreement or loan agreements executed by and between the Railroad and the Bank, as the same may be amended from time to time;"

3.

The Sale Agreement is hereby amended by adding thereto an Exhibit A which shall be in the form of Exhibit A attached hereto and incorporated herein by reference for all purposes.

4.

The Railroad represents and warrants to the Bank that the representations and warranties contained in the Sale Agreement are true and correct in all material respects on and as of the date hereof as though made on and as of such date. The Railroad hereby certifies that no event has occurred and is continuing which constitutes an event of default under the Sale Agreement or

which upon the giving of notice or the lapse of time or both would constitute such an event of default.

5.

Except as expressly further amended hereby, the Sale Agreement shall remain in full force and effect. The Sale Agreement, as hereby further amended, and all rights and powers created thereby or thereunder are in all respects ratified and confirmed and remain in full force and effect. Without limiting the generality of the foregoing, the Sale Agreement as amended hereby shall continue to secure all indebtedness secured thereby.

6.

Terms used herein which are defined in the Sale Agreement shall have the meanings therein ascribed to them. Except where the context otherwise requires, the term "Sale Agreement" or "Agreement" as used in the Sale Agreement or any other instrument, document or writing furnished to the Bank by the Railroad shall mean the Sale Agreement as hereby amended.

7.

The Railroad agrees to pay to the Bank upon demand all expenses incurred by the Bank in connection with the preparation, negotiation, execution and recordation of this Second Amendment and any other instruments or documents related to the execution of this Second Amendment, and any other expenses incurred by the Bank in connection with the Sale Agreement and any and all related writings. The Railroad shall furnish to the Bank all such other documents, consents and information relating to the Railroad, the Rolling Stock, or otherwise, as the Bank may reasonably require.

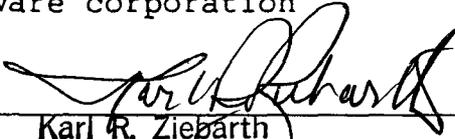
8.

This Second Amendment (a) shall be binding upon and inure to the benefit of the Railroad and the Bank and their respective successors and assigns (provided, however, that the Railroad shall not assign its rights hereunder without the prior written consent of the Bank); (b) may be modified or amended only by a writing signed by each party; (c) shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America; (d) may be executed in several counterparts, and by the parties hereto on separate counterparts, and each counterpart, when so executed and delivered, shall constitute an original agreement, and all such separate counterparts shall constitute but one and the same agreement; and (e), when read together with the Sale Agreement including all

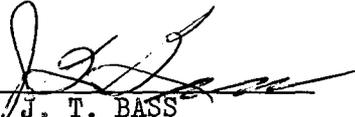
prior supplements, amendments and addenda thereto, embodies the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, consents and understandings relating to such subject matter.

IN WITNESS WHEREOF, the Railroad and the Bank have caused this Second Amendment to be signed by their respective duly authorized officers, effective as of January 17, 1986.

MISSOURI-KANSAS-TEXAS
RAILROAD COMPANY,
a Delaware corporation

By: 
Name: Karl R. Ziebarth
Title: Executive Vice President-Finance

ATTEST:


Name: J. T. BASS
Title: SECRETARY

TEXAS COMMERCE BANK
NATIONAL ASSOCIATION,
a national banking association

By: 
Name: ROBERT A. SALCETTI
Title: VICE PRESIDENT

THE STATE OF Texas §
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Karl R. Ziebarth, Vice President of Missouri-Kansas-Texas Railroad Company, a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 17th day of January, 1986.

(SEAL)

Virginia A. Schoeneberger
Notary Public in and for
the State of Texas
Printed Name: Virginia A. Schoeneberger
My Commission Expires: 3-24-90

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT A. SALCETTI, VICE PRESIDENT of Texas Commerce Bank National Association, a national corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 11th day of February, 1986.

(SEAL)

Laura E. Lowe
Notary Public in and for
the State of T E X A S
Printed Name: _____
My Commission Expires: _____

LAURA E. LOWE
Notary Public, State of Texas
My Commission Expires 5/16/87

EXHIBIT ACONDITIONAL SALE AGREEMENTS
AMENDED AS OF 10/23/85

<u>Original Lender</u>	<u>Contract No.</u>	<u>MKT Series</u>	<u>Type of Equipment</u>	<u>Active Units</u>	<u>TCB Note No.</u>	<u>Month of Issue</u>	<u>(000 omitted) Original Amount</u>
TCB	30700	318 - 321	GP 38-2	4		6/76	\$1,596
TCB	32073	604 - 606	SD 40-2	3	9005	7/78	1,641
TCB	32147	607 - 610	SD 40-2	4	9006	9/78	2,189
TCB	32492	10850 - 10899	Hopper	50	9007	3/79	1,500
TCB	32628	10900 - 10949	Hopper	50	9008	5/79	1,608
TCB	32711	10950 - 10999	Hopper	50	2001	7/79	1,608
TCB	32796	611 - 618	SD 40-2	7	3001	9/79	5,040
TCB	33425	619 - 627	SD 40-2	9	9010	6/80	6,960
TCB	33517	56 - 59	MP 15 AC	4	9011	9/80	1,896
<hr/>							
Amer.	33813	14025 - 14034	Co11	10		12/80	468
Inter.	33741	14035 - 14042	Co11	8		1/81	374
Cit1.	33790	14043 - 14049	Co11	7		1/81	336
CNA	34604	170 - 181	GP-40	12		2/82	1,500