

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

LAW DEPARTMENT
701 COMMERCE STREET
DALLAS, TEXAS 75202

214-651-6736

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

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

7825-C
REC. 1428
APR 20 1981-19 05 AM
INTERSTATE COMMERCE COMMISSION

April 10, 1981

1-410.043-16C
No. 410.043-16C
APR 20 1981
Date.....
Fee \$ 10.00
L.H.
ICC Washington, D.C.

IN REPLY REFER TO: 410.043-16C

Mrs. Agatha Mergenovich
Secretary
Interstate Commerce Commission
Washington, D.C. 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 Mrs. Mergenovich:

Enclosed for filing are four duplicate originals of Third Amendment to
Car Lease Agreement dated March 1, 1981, 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 October 31, 1978, from the terms and provisions
of the original Lease dated December 16, 1971, the below described 40-ton
general service boxcars bearing Lessee's reporting numbers and marks as follows:

MKT 2682 MKT 2662 MKT 2731

and, effective as of January 31, 1979:

MKT 2642 MKT 2638

and, effective as of February 29, 1980:

MKT 2626 MKT 2608 MKT 2622
2656 2686 2686
2695 2717

and, effective as of October 31, 1980:

MKT 2621 MKT 2630 MKT 2647
2719

APR 20 10 06 AM '81
RECEIVED
FEE OPERATIONS BR.

Mrs. Agatha Mergenovich

April 9, 1981

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 \$10.00, 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:mf
Enclosures

bcc: Mr. K. R. Ziebarth
Mr. M. R. Langford

Interstate Commerce Commission
Washington, D.C. 20423

4/21/81

OFFICE OF THE SECRETARY

Arthur M. Albin
Gen. Atty.
Missouri-Texas- Kansas RR. Co.
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 4/20/81 at 10:05am, and assigned re-
recording number(s). 7825-C

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

THIRD AMENDMENT TO CAR LEASE AGREEMENT

RECORDATION NO. 7825-C
APR 20 1981 - 9 05 AM
INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS:

This amendment entered into as of this 1st day of March, 1981, 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 has been previously amended to delete certain 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 October 31, 1978, to delete from the terms and provisions of said Lease the below described box cars bearing MKT recording marks as follows:

MKT 2682

MKT 2731

This cancellation shall extend to and include box cars bearing the following MKT recording marks and numbers, effective as of January 31, 1979:

MKT 2642

MKT 2638

This cancellation shall also extend to and include box cars bearing the following MKT recording marks and numbers, effective as of February 29, 1980:

MKT 2626	MKT 2608	MKT 2622
MKT 2656	MKT 2686	MKT 2686
MKT 2695	MKT 2717	

In addition, this cancellation shall also extend to and include box cars bearing the following MKT recording marks and numbers, effective as of October 31, 1980:

MKT 2621	MKT 2630	MKT 2647
MKT 2719		

(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.

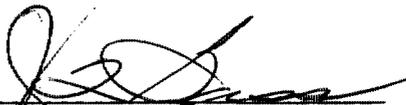
(3) The parties hereby release the other from any and all obligations and responsibilities under the terms and provisions of said Car Lease Agreement, including rental as provided for in the preceding paragraph, except for any liabilities to the other which may have accrued as to the box cars being deleted 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.

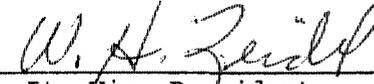
SOUTHWESTERN STATES MANAGEMENT CO.

By 
Its Vice President

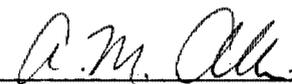
ATTEST:


Assistant Secretary

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

By 
Its Vice President

ATTEST:


Assistant Secretary

STATE OF TEXAS)
)
COUNTY OF DALLAS)

On this 9th day of April, 1981, before me personally appeared H. A. Brandt, 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.

W. Jones

Notary Public in and for
Dallas County, Texas

My Commission expires:
November 30, 1984

STATE OF TEXAS)
)
COUNTY OF DALLAS)

On this 9th day of April, 1981, before me personally appeared W. H. Zeidel, to me personally known, who being by me duly sworn, says that he is the Vice President of MISSOURI-KANSAS-TEXAS RAILROAD 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 Murdock

Notary Public in and for
Dallas County, Texas

My Commission expires:
Dec. 31, 1984