

THE COMMONWEALTH PLAN, INC.

2655 CAMPUS DRIVE, SAN MATEO, CALIFORNIA 94403

EXECUTIVE OFFICES

AREA CODE 415
573-1200

RECORDATION NO. 12905-12 Filed 1425

July 7, 1981

RECORDATION NO. 12905-1 Filed 1425

JUL 30 1981 -12 25 PM

JUL 30 1981 -12 25 PM

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

Mrs. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
12th and Constitution Avenues, N. W.
Washington, D.C. 20423

2-211A058

Attention: Mrs. Mildred Lee, Room 2227

No. 12905-1
Date JUL 30 1981
Fee \$ 80.00 - 0.00 refund \$46.00

Dear Madam Secretary:

ICC Washington, D. C.

There are handed to you herewith, for recording in compliance with the provisions of Section 20c of the Interstate Commerce Commission, four executed original counterparts each of Individual Sale Records No. 9 and No. 10, which are supplemental to the Master Conditional Sale Agreement recorded on February 11, 1981, file number 12905, and Individual Leasing Records No. 9 and No. 10 supplemental to the Master Leasing Agreement also recorded on February 11, 1981, file number 12905-A. Also enclosed is this Company's check in the amount of \$80.00 in payment of the required recording fees.

The following information is set forth in accordance with the provisions of Section 57.4 of the Commission's Order of July 28, 1952, as amended:

RECORDATION NO. 12905-T Filed 1425

Name and Address of Conditional Seller:

JUL 30 1981 -12 25 PM

The Commonwealth Plan, Inc.
2655 Campus Drive, Suite 200
San Mateo, California 94403

INTERSTATE COMMERCE COMMISSION

Name and Address of Conditional Buyer and Lessor:

Southwestern States Management Co.
701 Commerce Street
Dallas, Texas 75202

RECEIVED
JUL 30 12 18 PM '81
FEE OPERATION BR.

Name and Address of Lessee:

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

RECORDATION NO. 12905-U Filed 1425

JUL 30 1981 -12 25 PM

INTERSTATE COMMERCE COMMISSION

Counterpart -> Frances Chandler

Interstate Commerce Commission
July 7, 1981
Page Two

General Description of the Equipment Covered by the Agreements:

Eighty-eight (88) 100-ton standard coal hopper cars, fixed ends

Identifying Marks: BKTY 1500-1512
1515-1533
1535-1550
1552-1562
1564-1565
1567-1568
1570-1581
1583-1585
1588
1590-1593
1595-1599

One hundred twenty-nine (129) 70-ton non-insulated box cars, approximately 4500 cu. ft. capacity

Identifying Marks: BKTY 20500-20505
20507-20515
20517-20526
20528-20534
20536-20552
20554-20566
20568-20573
20575-20586
20588-20595
20597-20602
20604-20609
20611-20613
20615-20627
20629-20641

When recording of the enclosed documents has been completed, will you kindly return to our representative three counterparts of each document.

Very truly yours,



Robert A. Fuller
Counsel

RAF/glj
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

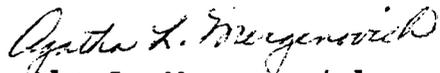
OFFICE OF THE SECRETARY

Robert A. Fuller
The Commonwealth Plan, Inc.
2655 Campus Drive
San Mateo, California 94403

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 **7/30/81** at **12:25PM**, and assigned re-
recording number(s). **12905-R, 12905-S, 12905-T, & 12905-U**

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

DESCRIPTION OF EQUIPMENT
 100 ton standard coal
 hopper cars, fixed
 ends, AAR-HT

NUMBER
 OF UNITS
 88

IDENTIFICATION NUMBERS

BKTY 1500-1512
 1515-1533
 1535-1550
 1552-1562
 1564-1565
 1567-1568
 1570-1581
 1583-1585
 1588,
 1590-1593
 1595-1599

ALLOCATED
 PURCHASE
 PRICE PER UNIT
 \$14,000

AGGREGATE
 PURCHASE
 PRICE
 \$1,232,000

12965-R

REC'DATORIS NO. 12965-R Filed 1425

JUL 30 1981 12 25 PM

INTERSTATE COMMERCE COMMISSION

Amount of Monthly Interest Payment
 Covering the Aggregate Purchase
 Price During Interim Period:

\$6,600

Amount of Quarterly Installment of Principal and
 Interest of the Aggregate Purchase Price Commencing
 October 1, 1981 and Continuing for 60 Quarters:

\$30,288.10

Units(s) of Equipment to be fully paid for by September 30, 1981

The undersigned Seller hereby sells to the undersigned Buyer the Equipment described herein. The covenants, terms and conditions of this Sale Agreement are those contained in a Master Conditional Sale Agreement between the undersigned Seller and Buyer dated as of December 1, 1980, which covenants, terms and conditions are hereby incorporated by reference.

SOUTHWESTERN STATES MANAGEMENT CO., BUYER

THE COMMONWEALTH PLAN, INC., SELLER

By *J. P. Phil*

By *D. J. Stah*

Title Vice President

Title Assistant Controller

STATE OF TEXAS)
)
COUNTY OF DALLAS)

On this 16th day of July, 1981, before me personally appeared W. A. Thie, to me personally known, who, being by me duly sworn, says that he is Vice-President of Southwestern States Management Co., 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.

Jessie Ladner
Notary Public

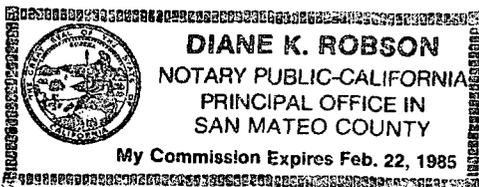
My Commission expires:

November 30, 1984

STATE OF CALIFORNIA)
)
COUNTY OF SAN MATEO)

On this 27th day of July, 1981, before me personally appeared D. J. Stock, to me personally known, who, being by me duly sworn, says that he is Asst. Controller of The Commonwealth Plan, Inc., 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.

Diane K. Robson
Notary Public



My Commission expires:

Feb. 22, 1985