MISSOURI-KANSAS-TEXAS RAILROAD COMPANY
LAW DEPARTMENT
701 COMMERCE STREET
DALLAS, TEXAS 75202

ARTHUR M. ALBIN
General Counsel

214-651-6740

September 11, 1984

RECORDATION NO. 9628-B Filed 1425

SEP 17 1984 -10 25 AM

INTERSTATE COMMERCE COMMISSION

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

Re: Amendment to Conditional Sale Agreement between General Motors Corporation (Electro-Motive Division) and Missouri-Kansas-Texas Railroad Company, dated July 28, 1978; assigned to Texas Commerce Bank National Association

Dear Mr. Bayne:

I have enclosed an original and four (4) counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is an Amendment to Conditional Sale Agreement, a secondary document, dated the 10th day of September, 1984.

The primary document to which this is connected is a Conditional Sale Agreement recorded under Recordation No. 9628.

The names and addresses of the parties to the document 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

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SEP 17 1984 -10 25 AM

INTERSTATE COMMERCE COMMISSION

A description of the equipment covered by the document follows:

Three (3) Model SD40-2 diesel electric locomotives, 3000 HP each, bearing MKT's road numbers 604, 605 and 606.

A fee of $10.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to the attorney for the Seller, Mr. Scott Hunsaker, Liddell, Sapp, Zivley & LaBoon, 3500 Texas Commerce Tower, Houston, Texas 77002.

A short summary of the document to appear in the Index follows:

Amendment to Conditional Sale Agreement originally executed by and between Missouri-Kansas-Texas Railroad Company and General Motors Corporation (Electro-Motive Division) which assigned same to Texas Commerce Bank National Association, covering three (3) Model SD40-2 diesel electric locomotives with 3000 HP each, bearing MKT's road numbers 604, 605 and 606.

I certify that I have knowledge of the foregoing.

Yours very truly,

Arthur M. Albin
General Counsel

AMA/gc
Enclosures

RECORDATION NO. 9638-B Filed 1425

SEP 17 1984 -10 25 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT TO CONDITIONAL SALE AGREEMENT

THIS AMENDMENT TO CONDITIONAL SALE AGREEMENT, hereinafter referred to as this "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 General Motors Corporation (Electro-Motive Division) (the "Manufacturer"), a Delaware corporation, have entered into a Conditional Sale Agreement dated as of July 28, 1978 (which Conditional Sale Agreement, as same may have been amended to the date hereof, is herein called the "Sale Agreement"). All of the Manufacturer's rights and interests, but none of its obligations, have been assigned to the Bank pursuant to an Agreement and Assignment dated of even date with the Sale Agreement by and between the Manufacturer and the Bank.

2.

The Railroad has entered into a Track Lease (the "Lease") with Donland Development Company ("Donland"), a Missouri corporation, covering and affecting, inter alia, that certain railroad line, both metallics and land interests, between Oklahoma City, Oklahoma and McAlester, Oklahoma. The right of Donland to receive lease payments (the "Lease Payments"), and all other rights and interests (but none of the obligations) of Donland, pursuant to the Lease have been assigned to the Bank pursuant to an Assignment of Lease (the "Lease Assignment") dated of even date herewith by and between the Bank and Donland.

3.

The Railroad and the Bank desire to amend the Sale Agreement in certain respects to provide that the Locomotives (as that term is defined in the Sale Agreement) will secure the obligation of the Railroad to make Lease Payments to the Bank, and to make certain other changes to the Sale Agreement and to provide that the Sale Agreement, as hereby further amended, continues to be valid and enforceable against the Railroad.

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.

Article 5 of the Sale Agreement, which sets forth the terms and conditions which must be satisfied in order for the legal title to and absolute right of possession of the Locomotives to pass from the Bank to and vest in the Railroad, and in order for the Bank to execute and deliver to the Railroad a bill of sale to the Locomotives, is hereby amended to include, as an additional condition to the passage of such title, and to such obligation to execute a bill of sale, the condition that all Lease Payments at any time due or to become due during the entire term of the Lease pursuant to the terms and conditions of the Lease as assigned to the Bank pursuant to the Lease Assignment must be fully paid and satisfied.

2.

Article 18 of the Sale Agreement, which sets forth the events which constitute events of default under the Sale Agreement, is hereby amended to include, as additional events of default, each of the following: "(f) the failure by the Railroad to make any Lease Payment, as and when due; or (g) the occurrence of a Event of Default under (and as that term is defined in) the Loan Agreement ("Loan Agreement") dated September 10, 1984, by and between Donland and the Bank, as same may be amended from time to time."

3.

Article 18 of the Sale Agreement is hereby further amended by modifying the phrase "the entire purchase price" where it appears in the first paragraph of Article 18 to be and read as "all debt secured hereby and the entire purchase price" and by modifying the phrase "said purchase price" where it appears in the second paragraph of Article 18 to be and read as "said purchase price or other debt secured hereby".

4.

Article 19 of the Sale Agreement, which sets forth the remedies available to the Bank if an event of default shall occur under the Sale Agreement, is hereby further amended by (i)

modifying the phrase "the entire purchase price" wherever it appears in Article 19 to be and read as "all debt secured hereby and the entire purchase price", (ii) modifying the phrase "amount due to the Manufacturer under the provisions of this Agreement" where it appears in the second paragraph of Article 19 and the phrase "amount due to it under the provisions of this agreement" where it appears in the fourth paragraph of Article 19 to each be and read as "amount due to the Manufacturer under, or otherwise secured by, the provisions of this Agreement", and (iii) adding to the last sentence in the third paragraph of Article 19 the phrase "or otherwise secured by the provisions of this Agreement."

5.

The Railroad represents and warrants 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.

6.

Except as expressly amended hereby, the Sale Agreement shall remain in full force and effect. The Sale Agreement, as hereby amended, and all rights and powers created thereby or thereunder are in all respects ratified and confirmed and remain in full force and effect.

7.

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.

8.

The Railroad shall pay to the Bank all expenses incurred in connection with the execution of this Amendment and the recording and filing of this Amendment or any other instruments or documents related to the execution of this Amendment in such offices as shall be necessary or appropriate in the opinion of the Bank. The Railroad shall furnish to the Bank all such other documents, consents and information relating to the Railroad, the Locomotives, or otherwise, as the Bank may reasonably require.

This 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. The headings herein shall be accorded no significance in interpreting this Amendment.

IN WITNESS WHEREOF, the Railroad and the Bank have caused this Amendment to be signed by their respective duly authorized officers, effective as of September 10th, 1984.

MISSOURI-KANSAS-TEXAS
RAILROAD COMPANY

By: [signature]
Name: Karl R. Ziebarth
Title: Vice President

ATTEST:

[signature]
Name: ARTHUR M. ALBIN
Title: ASSISTANT SECRETARY

TEXAS COMMERCE BANK
NATIONAL ASSOCIATION

By: [signature]
Name: Robert R. Sakatt
Title: Vice President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 10th day of September, 1984 by Karl C. Zebrath, Vice President of Missouri-Kansas-Texas Railroad Company, a Delaware corporation, on behalf of said corporation.

Scott Hunsaker
Notary Public in and for the
State of Texas

My commission expires November 18, 1987

SCOTT HUNSAKER
Notary Public, State of Texas
My Commission Expires November 18, 1987

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 10th day of September, 1984 by Robert A. Salcetti, Vice President of Texas Commerce Bank National Association, a national banking association, on behalf of said association.

Scott Hunsaker
Notary Public in and for the
State of Texas

My commission expires November 18, 1987

SCOTT HUNSAKER
Notary Public, State of Texas
My Commission Expires November 18, 1987