

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

LAW DEPARTMENT
701 COMMERCE STREET
DALLAS, TEXAS 75202

WILLIAM A. THIE
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214-651-6736
April 15, 1981

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

410-140
APR 20 1981
IN REPLY REFER TO: 410.043-65A
Date.....
Fee \$.....
ICC Washington, D. C.

Mrs. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RE: Amendment No. 1 to Car Lease Agreement
between Southwestern States Management
Co., Lessor, and M-K-T Railroad Co.,
Lessee, dated as of October 16, 1980,
covering lease of one hundred, 100-ton
covered triple hopper cars. I.C.C.
recordation number 12320.

RECORDATION NO. 12320-B
Filed 1425

APR 20 1981 - 4 20 PM
INTERSTATE COMMERCE COMMISSION

Dear Ms. Mergenovich:

In accordance with the provisions of Section 11303, of the Interstate Commerce Act, and rules and regulations approved and prescribed by the Interstate Commerce Commission, pursuant thereto, there are submitted, for filing and recording, four (4) executed counterparts of Amendment No. 1, to Car Lease Agreement, dated as of October 16, 1980, amending the Car Lease Agreement between Southwestern States Management Co., Lessor, 701 Commerce Street, Dallas, Texas, 75202, and Missouri-Kansas-Texas Railroad Company, Lessee, 701 Commerce Street, Dallas, Texas 75202, dated as of October 16, 1980, covering one hundred, 100-ton, covered triple hopper cars, bearing recording marks and numbers of the Missouri-Kansas-Texas Railroad Company: MKT 4300 - 4399, both inclusive. Said Amendment adds a purchase option, permitting Missouri-Kansas-Texas to purchase the cars at the end of the lease term.

I am enclosing herewith, a cashiers check in the amount of \$10.00 to cover the prescribed fee for recording these instruments. The original Car Lease Agreement was filed of record, with the Commission, on October 16, 1980, and given recordation number 12320.

Please return to me the file marked copies of the Amendment, for distribution to the parties.

I certify that I have knowledge of the matters set forth herein.

Yours very truly,
Arthur M. Albin
Arthur M. Albin

AMA:mf
Enclosures

cc: K. R. Ziebarth / R. A. Douglas

Interstate Commerce Commission
Washington, D.C. 20423

4/21/81

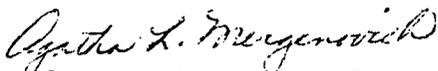
OFFICE OF THE SECRETARY

Arthur M. Albin
Missouri-Kansas- Texas 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 **4:20pm**, and assigned re-
recording number(s). **12320-B, 12414-B**

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

AMENDMENT NO. 1
TO
CAR LEASE AGREEMENT

RECORDATION NO. 12320-B
APR 20 1981 - 4 20 PM
INTERSTATE COMMERCE COMMISSION

NO ALL MEN BY THESE PRESENTS:

THIS AMENDMENT entered into as of the 16th day of October, 1980, between SOUTHWESTERN STATES MANAGEMENT CO., hereinafter referred to as "Lessor" and MISSOURI-KANSAS-TEXAS RAILROAD COMPANY, hereinafter referred to as "Lessee."

W I T N E S S E T H:

WHEREAS, Lessor and Lessee entered into and executed that certain Car Lease Agreement dated as of October 16, 1980 for the lease of 100 100-ton hopper cars, which Car Lease Agreement was duly filed with the Interstate Commerce Commission on October 17, 1980 and given Recordation No. 12320; and

WHEREAS, Lessee desires to amend said Car Lease Agreement, effective as of October 16, 1980, to permit Lessee to purchase said Cars upon the expiration of the full term of said lease; and

WHEREAS, Lessor is agreeable to amend said Car Lease Agreement to permit such purchase, upon the terms and conditions set forth herein.

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

1. Said Car Lease Agreement dated as of October 16, 1980 is hereby amended and supplemented by adding the following paragraph as Section 22 to said Car Lease Agreement, to wit:

22. Purchase Option. Upon the termination of the full term of this Car Lease Agreement, Lessee shall have the option and right to purchase all then remaining Cars by giving Lessor at least 30-days' written notice of Lessee's desire to purchase such Cars and tendering to Lessor on or before the expiration date of the full term hereof, a sum of money equal to \$100 plus the difference between the total of the monthly payments made hereunder per Car and the "total cost" of each such car. The "total cost" as used herein shall mean the sum of \$38,700 plus the interest cost applicable to each such Car incurred by Lessor since the first day of the term hereof applicable to such Car until the expiration of the full term of this Car Lease Agreement. The "interest cost" for each such Car will be the total sum of the interest applicable to each such Car paid by Lessor to First City Bank of Dallas. Should the total of such interest cost and \$38,700 be less than the total of the monthly payments made hereunder to Lessor for each such Car, Lessor will refund the difference, less \$100, to Lessee in the event Lessor exercises this purchase option.

2. Except as amended and supplemented hereby, all other terms and provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this amendment as of the day and year first above written.

SOUTHWESTERN STATES MANAGEMENT CO.

By

W. H. Zeidel
Vice President

ATTEST:

A. M. Allen
Asst. Secretary

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

By

Jan W. Roberts
Vice President

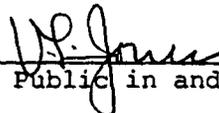
ATTEST:

[Signature]
SECRETARY

THE STATE OF TEXAS)
)
COUNTY OF DALLAS)

On this 2nd day of March, 1981, before me personally appeared W. H. Zeidel, to me personally known, who, being by me duly sworn, says that he is a Vice President of SOUTHWESTERN STATES MANAGEMENT CO., that one of the seals affixed to the foregoing instrument is the corporate seal of such corporation, and that such instrument was signed and sealed on behalf of such 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 such corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of March, 1981.



Notary Public in and for Dallas County,
Texas

My Commission expires:

November 30, 1984

THE STATE OF TEXAS)
)
COUNTY OF DALLAS)

On this 2nd day of March, 1981, 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 such corporation, and that such instrument was signed and sealed on behalf of such 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 such corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of March, 1981.



Notary Public in and for Dallas County,
Texas

My Commission Expires:

December 10, 1981