

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

LAW DEPARTMENT
701 COMMERCE STREET
DALLAS, TEXAS 75202

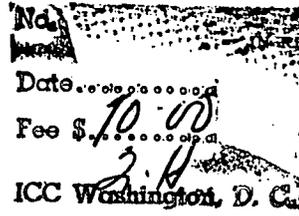
214-651-6736

April 14, 1981

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

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

1-110A151



REPLY REFER TO: 410.043-65B

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

RECORDATION NO. 12414-B Filed 1423

APR 20 1981 - 4 20 PM

INTERSTATE COMMERCE COMMISSION

RE: Amendment No. 1 to Car Lease Agreement between Southwestern States Management Co., Lessor, and M-K-T Railroad Co., Lessee, dated as of November 14, 1980, covering lease of one hundred, 100-ton, covered triple hopper cars. I.C.C. recordation number 12414-A.

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, five (5) executed counterparts of Amendment No. 1, to Car Lease Agreement, dated as of November 14, 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 November 14, 1980, covering one hundred, 100-ton, covered triple hopper cars, bearing recording marks and numbers of the Missouri-Kansas-Texas Railroad Company: MKT 4400 - 4499, both inclusive. Said Amendment extends the term of the Lease, provides for rental during said extended term, modifies the provisions concerning loss, theft, or destruction of cars, changes the destruction schedule, and 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 November 17, 1980, and given recordation number 12414-A.

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
Enclosure

RECEIVED
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I.C.C.
FEE PERATION BR.

AMENDMENT NO. 1
TO
CAR LEASE AGREEMENT

RECORDATION NO. 12414-B
APR 20 1981-4 20 PM
INTERSTATE COMMERCE COMMISSION

NO ALL MEN BY THESE PRESENTS:

THIS AMENDMENT entered into as of the 14th day of November, 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 November 14, 1980 for the lease of 100 100-ton hopper cars, which Car Lease Agreement was duly filed with the Interstate Commerce Commission on November 17, 1980 and given Recordation No. 12414-A; and

WHEREAS, Lessor and Lessee desire to amend said Car Lease Agreement effective as of November 14, 1980, to increase the term of said lease for a total term of 108 months and to modify the rental purchase to cover said extended term; and

WHEREAS, Lessor and Lessee desire to amend said Car Lease Agreement effective as of November 14, 1980, to change the provisions of said Agreement pertaining to loss, theft or destruction of the Cars; and

WHEREAS, Lessee desires to amend said Car Lease Agreement, effective as of November 14, 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 that effective as of November 14, 1980, said Car Lease Agreement dated as of November 14, 1980 be amended as follows:

1. By deleting paragraph 4 of said Car Lease Agreement in its entirety and substituting in lieu thereof the following:

4. Term. This lease shall be for a term of one hundred eight (108) months, commencing on the date said Cars are actually purchased pursuant to that certain Conditional Sale Agreement between Lessor and Trinity Industries, Inc., dated as of October 30, 1980, assigned by Agreement and Assignment of even date to Texas Commerce Bank National Association, being the same date as each "closing date" as provided for in said Agreement and Assignment.

2. By deleting paragraph 5 of said Car Lease Agreement in its entirety and substituting in lieu thereof the following:

5. Rental. During the first 36 months of the term of this lease, Lessee shall pay to Lessor for each Car, commencing as set forth in the preceding paragraph, a rental of \$800 per Car per month. During the second 36 months of the term of this lease, Lessee shall pay to Lessor for each Car a rental of \$650 per Car per month. During the last 36 months of the term hereof, Lessee shall pay to Lessor for each Car a rental of \$500 per Car per month. Monthly rental shall be due and payable by Lessee to Lessor on or before each monthly anniversary date of the commencement of this lease.

3. By deleting paragraph 12 of said Car Lease Agreement in its entirety and substituting in lieu thereof the following:

12. Loss, Theft or Destruction of Cars. In the event any Car is lost, stolen, or is destroyed, or is damaged beyond economic repair from any cause whatsoever, Lessee shall promptly and fully inform Lessor of such occurrence and shall, at the time of the next monthly payment or

at such other date as may be mutually agreed upon, pay to Lessor, as liquidated damages in lieu of any further claim of Lessor hereunder except for accrued rent and such claims as may have arisen under paragraphs 8 and 9 hereof, an amount in cash equal to the applicable amount shown in Schedule A attached hereto and incorporated herein by reference. Lessor will request that Bank give to Lessee a Bill of Sale covering any Car lost, stolen or destroyed and paid for by Lessee in accordance with Schedule A.

4. By adding and attaching to said Car Lease Agreement Schedule A as attached hereto.

5. 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.

Except as amended and supplemented hereby, all other terms and provisions of said Car Lease Agreement 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.

THE STATE OF TEXAS)
)
COUNTY OF DALLAS)

On this 3rd 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 this 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 3rd day of March, 1981.

Ruth Murdock
Notary Public in and for Dallas County, Texas

My Commission expires:

12-31-84

SCHEDULE A

Any Car destroyed during the term of that certain Lease between Southwestern States Management Co., Lessor, and Missouri-Kansas-Texas Railroad Company, Lessee, to which this schedule is attached, shall have a "destruction value" calculated in the following manner: Any Car lost, stolen or destroyed during the period of time from its date of delivery to Lessee until the last day of the month following the month in which it was delivered shall have a destruction value of \$36,000. Thereafter, the destruction value for any given Car shall be reduced by the sum of \$330 for each subsequent calendar month during the term hereof.