

SOUTHWESTERN STATES MANAGEMENT CO.

R. N. WHITMAN
President
KARL R. ZIEBARTH
Vice President,
Secretary and Treasurer
H. O. BRANDT
Vice President and
General Manager
W. A. THIE
Vice President and
General Counsel

701 COMMERCE STREET
DALLAS, TEXAS 75202
(214) 651-6731

J. H. HIEGER
Vice President (St. Louis)
K. R. LANGFORD
Comptroller (Denison)
R. E. McCORMICK
Assistant Treasurer
J. T. BASS
Assistant Secretary

December 11, 1981

RECORDATION NO. 12414
DEC 17 1981 10 12 AM

INTERSTATE COMMERCE COMMISSION
1-51A004

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

No. DEC 17 1981
Date
Fee \$ 10.00
ICC Washington, D. C.

DEC 17 10 12 AM '81

Re: Amendment to Conditional Sale Agreement
and Agreement and Assignment dated as of
October 30, 1980 between TEXAS COMMERCE
BANK NATIONAL ASSOCIATION and SOUTHWESTERN
STATES MANAGEMENT CO.--I.C.C. Recordation
No. 12414

Dear Mrs. Mergenovich:

In accordance with the provisions of Section 11303 of the Interstate Commerce Act and Rules and Regulations approved and proscribed by the Interstate Commerce Commission pursuant thereto, there are submitted for filing and recording three (3) executed counterparts of an Amendment to Conditional Sale Agreement and Agreement and Assignment dated as of October 30, 1980, which Amendment is dated as of the 20th day of November, 1981 and which Amendment amends sub-paragraph (b) of Article III of said Conditional Sale Agreement by converting the lump sum deferred purchase price into twenty-eight (28) quarterly payments and one (1) final payment on December 3, 1988, as set forth therein. Said Conditional Sale Agreement is between SOUTHWESTERN STATES MANAGEMENT CO., 701 Commerce Street, Dallas, Texas 75202, purchaser of the 100-ton 4,750 cu. ft. covered triple hopper cars bearing recording marks and numbers of the Missouri-Kansas-Texas Railroad Company of 4400-4499, and Trinity Industries, Inc., 4001 Irving Blvd., P. O. Box 10587, Dallas, Texas 75207, the manufacturer, which Conditional Sale Agreement was assigned to TEXAS COMMERCE BANK NATIONAL ASSOCIATION, P. O. Box 2558, 712 Main Street, Houston, Texas 77001.

The Conditional Sale Agreement and Agreement and Assignment were filed with the Interstate Commerce Commission on November 17, 1980 and assigned Recordation Number 12414.

Page Two
Mrs. Agatha L. Mergenovich

Also enclosed is a cashier's check in the amount of TEN DOLLARS (\$10.00) payable to the Interstate Commerce Commission to cover the prescribed filing fee for this Amendment. Please return the file marked copies of same to me at the address shown above and I will see that all parties receive a copy of same.

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

SOUTHWESTERN STATES MANAGEMENT CO.



Arthur M. Albin
General Attorney

AMA/bmw
Enclosures

cc: H. R. Williams

Interstate Commerce Commission
Washington, D.C. 20423

12/21/81

OFFICE OF THE SECRETARY

Arthur M. Albin
General Attorney
Southwestern States Management 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 **12/17/81** at **10:30am**, and assigned re-
recording number(s). **12414-C**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

AMENDMENT TO CONDITIONAL SALE AGREEMENT
AND AGREEMENT AND ASSIGNMENT
DATED AS OF OCTOBER 30, 1980

RECORDATION NO. 12414-C

DEC 17 1981 - 10 50 AM

INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS:

THIS AMENDMENT TO CONDITIONAL SALE AGREEMENT AND AGREEMENT AND ASSIGNMENT entered into as of the 20th day of November, 1981, between TEXAS COMMERCE BANK NATIONAL ASSOCIATION (hereinafter called the "Bank") and SOUTHWESTERN STATES MANAGEMENT CO., a Missouri corporation (hereinafter called "Company");

W I T N E S S E T H that:

WHEREAS, Company entered into and executed a Conditional Sale Agreement with TRINITY INDUSTRIES, INC., dated as of October 30, 1980, for the purchase of one hundred (100) 100-ton, 4,750 cubic foot triple hopper cars; and

WHEREAS, said Conditional Sale Agreement was assigned by Agreement and Assignment dated as of October 30, 1980, by TRINITY INDUSTRIES, INC., manufacturer, to TEXAS COMMERCE BANK NATIONAL ASSOCIATION; and

WHEREAS, said Conditional Sale Agreement and Agreement and Assignment were duly recorded with the Interstate Commerce Commission on November 17, 1980, and given recordation number 12414; and

WHEREAS, Company desires to modify the terms and provisions pertaining to the deferred purchase price of said cars as set forth in said Conditional Sale Agreement, and Bank is agreeable to same, subject to the terms and provisions hereof:

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

I.

Said Conditional Sale Agreement dated as of October 30, 1980, between TRINITY INDUSTRIES, INC., and SOUTHWESTERN STATES MANAGEMENT CO., assigned by Agreement and Assignment dated as of October 30, 1980, to TEXAS COMMERCE BANK NATIONAL ASSOCIATION, is hereby amended by deleting Subparagraph (b) of Article 3 in its entirety and substituting in lieu thereof the following:

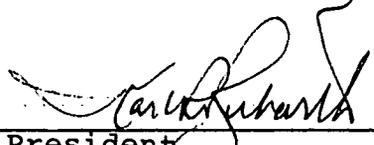
(b) \$3,600,000 of the actual full purchase price of said Cars (being the deferred purchase price thereof) shall be paid by the Company in twenty-eight quarterly payments of \$100,000 each, beginning December 3, 1981, and payable on each March, June, September and December 3rd thereafter through and including September 3, 1988 with a final payment of \$800,000 on December 3, 1988. Interest from the amount of the balance remaining unpaid from time to time shall be due and payable on the principal payment dates set forth above, at the rate of one and one-half percent (1-1/2%) per annum over the Prime Rate as defined herein. The term Prime Rate as used herein shall mean the prime rate as announced from time to time by TEXAS COMMERCE BANK NATIONAL ASSOCIATION (the "Bank") and thereafter entered in the minutes of the Bank's Loan and Discount Committee. Without notice to Company or any other party, the Prime Rate shall automatically fluctuate upward or downward as and in the amount by which said Prime Rate shall fluctuate.

II.

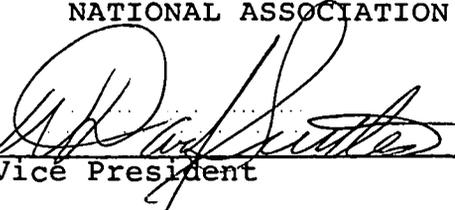
Except as amended hereby, all other terms and provisions of said Conditional Sale Agreement and Agreement and Assignment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first stated above.

SOUTHWESTERN STATES MANAGEMENT CO.

By  Carol Richards
Vice President

TEXAS COMMERCE BANK
NATIONAL ASSOCIATION

By  J.P. [unclear]
Vice President

THE STATE OF TEXAS

On this 27th day of November 1981, before me personally appeared Karl R. Ziebarth, 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 was signed and sealed on behalf of said corporation of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Teressa Ladner
Notary Public in the State of Texas

My Commission expires: Nov. 30, 1984

THE STATE OF TEXAS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared W. David Suttles Vice-President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of TEXAS COMMERCE BANK NATIONAL ASSOCIATION, a national banking association, and that he executed the same as the act of said association for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4 day of December, 1981.

Beverly N. Rogers
Notary Public in the State of Texas

My Commission expires: 8-11-84