



**MANUFACTURERS HANOVER LEASING CORPORATION**

30 ROCKEFELLER PLAZA, NEW YORK, N. Y. 10020

REGISTRATION NO. 8527/A

NO. 6295A073

(212) 957-1129

OCT 21 1976 - 9 41 AM

OCT 21 1976

October 20, 1976

Fee \$ 50

Miss Mildred Lee  
Room 1227  
Interstate Commerce Commission  
Washington, D.C. 20423  
**ICC Washington, D. C.**

RECORDATION NO. 8527 Filed & Recorded

OCT 21 1976 - 9 41 AM

**INTERSTATE COMMERCE COMMISSION**

Dear Miss Lee:

I transmit for recording with the Commission, pursuant to Section 20c of the Interstate Commerce Act (Act), three counterparts of an Equipment Lease Agreement dated March 4, 1976 together with three counterparts of Acceptance Supplement 409, under aforementioned Agreement, dated September 1, 1976, between Manufacturers Hanover Leasing Corporation (MHLC) and Texas Industries, Inc. (TXI).

It is the intention of TXI to effect such filing with the Commission only to the extent required, if at all, to perfect the security interest created by the Equipment Lease Agreement in favor of MHLC in the locomotive described below; such recording should not be deemed to be an admission by TXI that it or any of its operations are under the jurisdiction of the Commission nor does TXI by this recording in any way submit to the jurisdiction of the Commission.

The names and addresses of the parties to the Transaction are as follows:

Lessor: Manufacturers Hanover Leasing Corporation  
30 Rockefeller Plaza  
New York, New York 10020

Lessee: Texas Industries, Inc.  
8100 Carpenter Freeway  
Dallas, Texas 75357

RECEIVED  
OCT 21 9 41 AM '76  
I.C.C.  
FEE OPERATION BR.

(cont'd.)

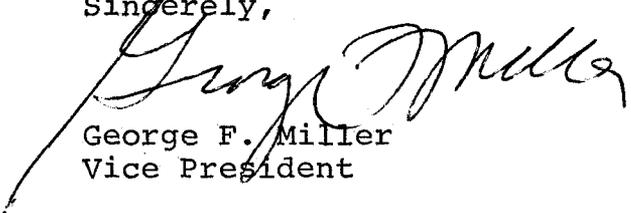
Equipment Description: One (1) used 127 ton Alco Locomotive, 6-axle unit with 12 wheels, 6-wheel trucks. Government Surplus, Serial No. 69992, 6 cylinder 1,000 H.P. Alco Diesel Engine, Model 539-5 at 750 R.P.M. with main aux, and alternator-generator, G.R. type GT553G2. Air Compressor Model 3CD, 73000. Tractive effort 30% adhesion, 47.000 Cont. Effort.

There is also enclosed a check for the recordation fee in the amount of \$50.00. I would appreciate your returning the original document upon filing to:

Miss Pamela Mularoni  
Credit Analyst  
Manufacturers Hanover Leasing  
30 Rockefeller Plaza  
New York, New York 10020

Thank you for your cooperation in this matter.

Sincerely,



George F. Miller  
Vice President

GFM:me

Attachments

OCT 21 1976 9 45 AM



INTERSTATE COMMERCE COMMISSION

MANUFACTURERS HANOVER LEASING CORPORATION

30 ROCKEFELLER PLAZA, NEW YORK, N. Y. 10020

20991 ("Lessee")

LESSOR: MANUFACTURERS HANOVER LEASING CORPORATION ("Lessor")

LEASE NO.

LESSEE: TEXAS INDUSTRIES, INC.

ADDRESS: 8100 Carpenter Freeway, Dallas, Texas 75357

1. LEASE. Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, on the terms and conditions hereinafter set forth, the items of personal property (the "Equipment") described in each Acceptance Supplement (a "Supplement") which is executed and delivered by Lessor and Lessee pursuant to the terms of this Master Equipment Lease. Each Supplement shall be in the form prescribed by Lessor and, upon the execution and delivery thereof, shall constitute a part of this Master Equipment Lease to the same extent as if the provisions thereof were set forth in full in this Master Equipment Lease; and the terms "Agreement", "hereof", "herein" and "hereunder", when used in this Master Equipment Lease, shall mean this Master Equipment Lease and each such Supplement. This Agreement constitutes an agreement of lease and nothing herein contained shall be construed as conveying to Lessee any right, title or interest in the Equipment except as lessee only.

2. TERM; ACCEPTANCE; RENT; RETURN. The term of lease of each item of Equipment leased hereunder shall commence on the Commencement Date specified in the Supplement pertaining to such Equipment and, unless earlier terminated pursuant to the provisions hereof, shall continue for the term specified in such Supplement. Lessee's execution and delivery of each Supplement shall constitute Lessee's irrevocable acceptance of the Equipment covered thereby for all purposes of this Agreement. Lessee shall pay to Lessor (at Lessor's office specified above or as Lessor may otherwise designate) rent for each item of Equipment in periodic installments of such amounts and at such times as is set forth in the Supplement pertaining hereto. Each date on which an installment of rent is payable hereunder is hereinafter called a "Rent Payment Date". Lessee shall also pay to Lessor, on demand, interest at the rate of 12% per annum or at the highest rate permitted by law, whichever is less, on any installment of rent and on any other amount owing hereunder which is not paid when due for any period when the same shall be overdue. Upon the expiration or earlier termination of the term of lease of each item of Equipment leased hereunder, Lessee shall at its expense return such item to Lessor at such location as Lessor may designate, in the condition required to be maintained by Section 7 hereof.

3. DISCLAIMER. LESSOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER. Lessee confirms that it has made (or will make) the selection of each item of Equipment on the basis of its own judgment and expressly disclaims reliance upon any statements, representations or warranties made by Lessor. Lessor shall not be liable to Lessee for any matter relating to the ordering, manufacture, purchase, delivery, assembly, installation, testing, operation or servicing of the Equipment or for any claim, loss, damage or expense of any kind caused by the Equipment.

4. EQUIPMENT TO REMAIN PERSONAL PROPERTY; LOCATION; IDENTIFICATION; INSPECTION. Lessee represents that the Equipment shall be and at all times remain separately identifiable personal property. Lessee shall, at its expense, take such action as may be necessary to prevent any third party from acquiring any right to or interest in the Equipment by virtue of the Equipment being deemed to be real property or a part of other personal property. The Equipment may not be removed from the location specified in the Supplement pertaining thereto without Lessor's prior written consent. If requested by Lessor, Lessee shall attach to and maintain on the Equipment a conspicuous plate or marking disclosing Lessor's ownership interest therein. Lessor or its representatives may, at reasonable times, inspect the Equipment.

5. TAXES; INDEMNITY. Lessee agrees to pay, and to indemnify and hold Lessor harmless from, all license fees, assessments, and sales, use, property, excise and other taxes and charges (other than those measured by Lessor's net income) now or hereafter imposed by any governmental body or agency upon or with respect to (a) the Equipment or the possession, ownership, use or operation thereof or (b) this Agreement or the consummation of the transactions herein contemplated. Lessee further agrees to assume liability for, and to indemnify and hold Lessor harmless against, all claims, costs, expenses, damages and liabilities arising from or pertaining to the manufacture, assembly, installation, ownership, use, possession and operation of the Equipment. The agreements and indemnities contained in this Section shall survive the expiration or earlier termination of this Agreement.

6. NON-CANCELLABLE AGREEMENT; LESSEE'S OBLIGATIONS UNCONDITIONAL. This Agreement cannot be cancelled or terminated except as expressly provided herein. Lessee hereby agrees that its obligation to pay all rent and other amounts payable hereunder and to perform its duties with respect hereto shall be absolute and unconditional under any and all circumstances, including, without limitation, the following: (i) any setoff, counterclaim, recoupment, defense or other right which Lessee may have against Lessor, the manufacturer or supplier of any Equipment or anyone else for any reason whatsoever, (ii) any defect in the condition, design, title, operation or fitness for use, or any damage to or loss, of any Equipment, (iii) any insolvency, bankruptcy, reorganization or similar proceedings by or against Lessee, or (iv) any other event or circumstances whatsoever, whether or not similar to any of the foregoing. Each rent or other payment made by Lessee hereunder shall be final and Lessee will not seek to recover all or any part of such payment from Lessor for any reason whatsoever.

THE TERMS AND CONDITIONS CONTINUED ON THE REVERSE SIDE HEREOF CONSTITUTE AN INTEGRAL PART OF THIS AGREEMENT. The term "Lessee" as used herein shall mean and include any and all lessees who sign hereunder, each of whom shall be jointly and severally bound thereby.

Executed as of this 4 day of March 19 76.

By execution hereof, the signer hereby certifies that he has read this Agreement, INCLUDING THE REVERSE SIDE HEREOF, and that he is duly authorized to execute this Master Equipment Lease on behalf of Lessee.

Witness signature

\*18% signature

LESSEE: TEXAS INDUSTRIES, INC.

By Kenneth Garden Authorized Signature and Title Treasurer

LESSOR: MANUFACTURERS HANOVER LEASING CORPORATION

By [Signature] Authorized Signature and Title Vice President

7. **USE, REPAIRS, ETC.** Lessee will cause the Equipment to be operated in accordance with the manufacturer's or supplier's instructions or manuals, by competent and duly qualified personnel only and in compliance with all laws, regulations and the insurance policies which Lessee is required to maintain hereunder. Lessee will at its expense maintain the Equipment in good repair, condition and working order and furnish all parts, mechanisms, devices and servicing required therefor so that the value and condition thereof will at all times be maintained, fair wear and tear excepted. All such parts, mechanisms and devices shall immediately, without further act, become part of the Equipment for all purposes of this Agreement without cost to Lessor. Lessee will not alter or add to the Equipment without Lessor's prior written consent.

8. **ASSIGNMENTS, SUBLETTING, ENCUMBRANCES.** Lessee will not, without Lessor's prior written consent, assign or transfer this Agreement or any interest herein, or sublease or relinquish possession of, or create or suffer to exist any lien, mortgage, security interest or encumbrance upon, the Equipment.

9. **LOSS, DAMAGE.** If any Equipment shall be lost, stolen, destroyed, damaged beyond repair or rendered permanently unfit for normal use for any reason, or in the event of any condemnation, confiscation, seizure or requisition of title to or use of any Equipment (each of the foregoing being hereinafter called a "Loss"), Lessee shall promptly pay to Lessor an amount equal to the sum of (i) all rent and other amounts due and owing hereunder for such Equipment to and including the date of the Loss and (ii) the Stipulated Loss Value of such Equipment computed as of the Rent Payment Date occurring on or immediately preceding the date of the Loss, whereupon Lessor shall transfer to Lessee, without recourse or warranty, all of Lessor's right, title and interest in such Equipment. If any Equipment is damaged as the result of an event not constituting a Loss, Lessee shall promptly cause such item to be repaired or replaced in accordance with the provisions of Section 7 hereof.

10. **INSURANCE.** Lessee shall maintain at all times on the Equipment, at its expense, property damage, direct damage and liability insurance in such amounts, against such risks, in such form and with such insurers as shall be satisfactory to Lessor; provided, that the amount of direct damage insurance shall not on any date be less than the greater of the full replacement value or the Stipulated Loss Value of the Equipment as of such date. Each insurance policy will name Lessor as an additional insured and as loss payee, and shall contain a clause requiring the insurer to give to Lessor at least 10 days prior written notice of any alteration in or cancellation of the terms of such policy. At Lessor's option, Lessee shall furnish to Lessor a certificate of other evidence satisfactory to Lessor that such insurance coverage is in effect, provided, however, that Lessor shall be under no duty to ascertain as to the existence or adequacy of such insurance.

11. **DEFAULT.** If (i) Lessee shall fail to make any payment of rent or other amount owing hereunder when due, (ii) Lessee shall fail to perform or observe any other covenant, agreement or condition hereunder, (iii) any representation or warranty made by Lessee herein or in any document or certificate furnished Lessor in connection herewith shall prove to be incorrect at any time, or (iv) Lessee shall become insolvent or bankrupt or make an assignment for the benefit of creditors or consent to the appointment of a trustee or receiver, or a trustee or receiver shall be appointed for Lessee or for a substantial part of its property or for the Equipment, or bankruptcy, reorganization, arrangement, insolvency, dissolution or liquidation proceedings shall be instituted by or against Lessee (each of the foregoing being herein called an "Event of Default"), then Lessor may declare this Agreement to be in default and may do one or more of the following with respect to any or all of the Equipment as Lessor in its sole discretion may elect, to the extent permitted by, and subject to compliance with any mandatory requirements of, applicable law then in effect: (a) demand that Lessee, and Lessee shall at its expense upon such demand, return the Equipment promptly to Lessor in the manner and condition required by and otherwise in accordance with the provisions of Section 2 hereof as if the Equipment were being returned at the expiration of its term of lease hereunder, or Lessor, at its option, may enter upon the premises where the Equipment is located and take possession of and remove the same by summary proceedings or otherwise, all without liability to Lessor for damage to property or otherwise; (b) sell the Equipment at public or private sale, with or without notice to Lessee or advertisement, or otherwise dispose of, hold, use, operate, lease to others or keep idle the Equipment as Lessor may determine, all free and clear of any rights of Lessee and without any duty to account to Lessee with respect to such action or inaction or for any proceeds with respect thereto; (c) by written notice to Lessee, demand that Lessee pay and Lessee shall pay to Lessor, as liquidated damages for loss of a bargain and not as a penalty, on the payment date specified in such notice, an amount (together with interest thereon at the rate provided in Section 2 hereof from said date to the date of actual payment) equal to the amount by which the Stipulated Loss Value of the Equipment computed as of the Rent Payment Date occurring on or immediately preceding the payment date specified in such notice exceeds the Fair Market Sales Value of such Equipment; and (d) Lessor may exercise any other right or remedy which may be available to it under applicable law or proceed by appropriate court action to enforce the terms hereof or to recover damages for the breach hereof or to rescind this Agreement. In addition, Lessee shall be liable for all unpaid rent and other amounts due hereunder before or during the exercise of any of the foregoing remedies and for all legal fees, taxes, governmental charges and other costs and expenses incurred by reason of the occurrence of any Event of Default or the exercise of Lessor's remedies with respect thereto, including placing any Equipment in the condition required by Section 7 hereof.

For the purpose of the preceding paragraph, the "Fair Market Sales Value" of any equipment shall mean such value to Lessor net of all expenses and costs whatsoever which would be incidental to the reclamation of the Equipment and the sale thereof as determined (at Lessee's expense) by an independent appraiser selected by Lessor; *provided, however* that (i) the "Fair Market Sales Value" of any Equipment shall be zero if Lessor is unable to recover possession thereof in accordance with the terms of clause (a) of the immediately preceding paragraph, and (ii) if Lessor shall have sold any Equipment prior to the giving of the notice referred to in clause (c) of the immediately preceding paragraph, the "Fair Market Sales Value" thereof shall be the net proceeds of such sale after deducting all costs and expenses incurred by Lessor in connection therewith. Except as expressly provided above, no remedy referred to in this Section is exclusive, but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available to Lessor at law or equity; and the exercise or beginning of exercise by Lessor of any one or more of such remedies shall not preclude the simultaneous or later exercise by Lessor of any other remedies. No express or implied waiver by Lessor of an Event of Default shall constitute a waiver of any other or subsequent Event of Default. To the extent permitted by law, Lessee waives any rights now or hereafter conferred by statute or otherwise which may require Lessor to sell, lease or otherwise use the Equipment in mitigation of Lessor's damages or which may otherwise limit or modify any of Lessor's rights or remedies hereunder.

12. **LESSOR'S RIGHTS TO PERFORM.** If Lessee fails to make any payment required to be made hereunder or fails to comply with any other agreement contained herein, Lessor may make such payment or comply with such agreement, and the amount of such payment and the reasonable expenses of Lessor incurred in connection with such payment or compliance, shall be payable by Lessee on demand.

13. **FURTHER ASSURANCES.** Lessee will, at its expense, promptly and duly execute and deliver to Lessor such further documents and assurances and take such further action as Lessor may from time to time request in order to more effectively carry out the intent and purpose of this Agreement and to establish and protect the rights, interests and remedies intended to be created in favor of Lessor hereunder, including, without limitation, the execution and filing of financing statements and continuation statements with respect to the Equipment and this Agreement. Lessee authorizes Lessor to effect any such filing (including the filing of any financing statements without the signature of Lessee) and Lessor's expenses with respect thereto shall be payable by Lessee on demand.

14. **NOTICES.** All notices and other communications required to be given to any party hereunder shall be in writing and delivered or mailed by regular mail to such party at its address set forth above or at such other address as it may designate to the other parties.

15. **MISCELLANEOUS.** As used in this Agreement, the "Stipulated Loss Value" for any Equipment shall mean, as of any Rent Payment Date, an amount determined by multiplying the cost of such Equipment by the percentage specified opposite such Date in Schedule A annexed hereto. Any provision of this Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof, and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, Lessee waives any provision of law which renders any provision hereof unenforceable in any respect. No provision of this Agreement may be changed, waived or terminated orally, but only by an instrument in writing signed by the party against which the enforcement of the change, waiver or termination is sought. This Agreement and the provisions hereof shall inure to the benefit of Lessor and its successors and assigns, and shall be binding on and (to the extent permitted by Section 8 hereof) inure to the benefit of Lessee and its successors and assigns. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

*AW*  
\*appropriate  
*AW*

RIDER

Rider to that certain Master Equipment Lease ("Agreement") dated 4 MARCH 1976, by and between Manufacturers Hanover Leasing Corporation ("Lessor") and Texas Industries, Inc. ("Lessee"). Terms defined in the Agreement shall have the same meanings when used herein.

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1. Section 1 of the Agreement is hereby amended by inserting the following sentences in Line 3 of Section 1 after the first sentence:

"Lessor's obligation is limited to an aggregate Equipment cost not to exceed \$4,000,000 to be leased on or before December 31, 1976. Equipment to be leased hereunder shall be new over-the-road concrete hauling trucks and new off-the-road construction vehicles, all ordered by Lessor. Lessor shall not, in any event, be required to execute or accept more than twenty-four (24) Supplements pursuant hereto.

2. The Lessor and Lessee hereby agree that there shall be added to the Agreement additional Sections 16, 17, 18, 19, 20, 21, 22 and 23 which shall read as follows:

"16. Conditions Precedent. The obligation of Lessor contained in Section 1 of the Agreement shall be subject to the following conditions: (a) Lessor shall have received good and marketable title for each item of Equipment; and (b) there shall have occurred no material adverse change in the financial condition of Lessee from the date hereof until the date of any given Supplement. If any of the above conditions have not been satisfied at the time the Lessee submits a Supplement with respect to any items of Equipment, the Lessor shall have no obligation to lease the item(s) of Equipment described in said Supplement to the Lessee under this Agreement.

"17. Contents of Each Supplement. Each Supplement shall (i) be completed in full; (ii) shall specify that rent shall be payable for either a period of eight (8) years in ninety-six (96) consecutive monthly installments or for a period of five (5) years in sixty (60) consecutive monthly installments; (iii) shall state that in the first payment will be due thirty (30) days after the Commencement Date specified therein; and (iv) shall indicate a monthly rental payment in an amount equal to the appropriate percentage of the aggregate cost of the Equipment covered thereby as specified in Exhibit A hereto.

2099A

"18. Lessee's Purchase Option. Lessor and Lessee hereby agree that, with respect to each item of Equipment, Lessee shall have the option to purchase said item of Equipment, at the expiration of the lease term with respect thereto, at a price equal to one (\$1) dollar. In order to exercise said option with respect to any given item of Equipment, Lessee must (a) give Lessor written notice thereof at least ninety (90) days prior to the expiration of the lease term with respect thereto, and (b) remit the purchase price in cash to Lessor or its assigns on or before said expiration date. After receipt of the purchase price in accordance with this paragraph, Lessor will transfer to Lessee, on said expiration date, all of its rights, title and interest in the Equipment purchased, as-is, where-is, without representation and warranty of any kind, express or implied.

"19. Financial Statements. Lessee covenants that, for so long as any item of Equipment shall be leased under this Agreement, Lessee will deliver to Lessor: (a) as soon as practicable, and in any event within 60 days after the end of each quarterly period (other than the last quarterly period) in each fiscal year, consolidated statements of earnings and retained earnings and changes in financial position of Lessee and its subsidiaries for that part of the fiscal year ended with such quarterly period and a consolidated balance sheet of Lessee and its subsidiaries as at the end of such period, setting forth in each case in comparative form the corresponding figures for and as at the end of the corresponding period of the preceding fiscal year, all in reasonable detail and certified by the chief financial officer of Lessee subject to year-end audit adjustments; (b) as soon as practicable, and in any event within 90 days after the end of each fiscal year, consolidated statements of earnings and retained earnings and changes in financial position of Lessee and its subsidiaries for such year, and a consolidated balance sheet of Lessee and its subsidiaries as at the end of such fiscal year, setting forth in each case in comparative form the corresponding figures of the previous annual audit, all in reasonable detail and certified by, and accompanied by a report or opinion of, independent accountants of recognized standing selected by Lessee.

"20. ITC Election. Lessor and Lessee hereby agree that, upon Lessee's written request, Lessor will file an ITC form treating Lessee as having acquired all items of Equipment for purposes of the Investment Tax Credit. Lessor makes no representation or warranty whatsoever as to the availability of such Investment Tax Credit to Lessor or Lessee.

"21. Termination. The provisions in the Agreement notwithstanding the Lessor and Lessee hereby agree, that, except as provided below, and as long as no Default shall have occurred and be continuing, Lessee shall have the right at its option, on at least thirty (30) days' prior written notice to Lessor to terminate this Lease as to any item of Equipment leased hereunder on a Rental Payment Date (hereinafter for purposes of this Rider called the "Termination Date"), specified in such notice, if Lessee shall have made a good faith determination that the Equipment is obsolete. During the period from the giving of such notice until the Termination Date, Lessee at its own cost and expense, shall use its best efforts, and shall take such other actions as Lessor may reasonably request, to obtain the highest cash bids for the purchase of the Equipment. Lessee shall certify to Lessor in writing the amount and terms of each bid received by Lessee and the name and address of the party (who shall not be Lessee, a guarantor of the Lessee, a subsidiary of the Lessee, or any person, firm, or corporation affiliated with Lessee, said guarantor, or said subsidiary), submitting such bids. On the Termination Date, Lessor shall on an as-is, where-is basis, and without recourse, representation, or warranty of any nature whatsoever, express or implied, sell the Equipment for cash to the bidder who shall have submitted the highest cash bid prior to such date. The proceeds of such sale shall be retained by Lessor and on the Termination Date. Lessee shall pay to Lessor the excess, if any, of the Termination Value of the Equipment, computed as of the last Rental Payment Date to occur immediately prior to such sale, over the sale price of the Equipment after all expenses incurred by Lessor in connection with such sale (including, but not limited to, legal fees) are deducted. To the extent the proceeds of such sale exceed the Termination Value computed as provided below, Lessor shall pay such excess to Lessee after deduction of all expenses of Lessor. If, for any reason whatsoever, no sale

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shall have occurred on or as of the Termination Date, the Agreement shall continue in full force and effect. In the event of any such sale and upon compliance by Lessee with the provision of this Rider, the Agreement shall terminate as to the item of Equipment sold by Lessor. The Lessor shall be under no duty to obtain bids or otherwise take any action in connection with any such sale other than to transfer to the purchaser named in the highest certified cash bid. of the Equipment in the manner aforesaid. The Termination Value for any Equipment shall mean, as of any Rent Payment Date, an amount determined by multiplying the cost of such Equipment by the appropriate percentage specified opposite such Date in Schedule B of the Agreement.

"22. Commitment Fee. Lessor hereby acknowledges receipt of a commitment fee in the amount of \$20,000. Upon the execution of the last Supplement hereto Lessor will return that percentage of the commitment fee which will be equal to the percentage of Lessor's aggregate Equipment cost bears to \$4,000,000.

"23. Titling and Registration. Lessee will, in accordance with an agency letter or letters substantially in the form of Exhibit B annexed hereto and made a part hereof, to the extent permitted by applicable law and regulation, cause each item of Equipment to be titled in the name of Lessor in the state(s) indicated in the Supplement pertaining thereto and to thereafter register such Equipment in the name of Lessor in all jurisdictions where such registration is necessary for its use and operation. Lessee shall register the Equipment in Lessor's name in care of Lessee at Lessee's address appearing on Page 1 of this Agreement. Lessee agrees to notify Lessor in the event that Lessee is not permitted by applicable law to secure such titling and registration on behalf of Lessor. Lessee specifically agrees to indemnify and hold Lessor harmless for any damage, loss or liability whatsoever resulting from any act or failure to act on the part of Lessee or any authorized agent or designee of Lessee, in connection with the titling and/or registration of the Equipment. Lessee represents and warrants (i) that each item of Equipment will be titled and registered in the name of Lessor as owner in accordance with applicable law and regulation and Lessee shall promptly but no later than 2 months after issuance, deliver all title and ownership certificates to Lessor; and (ii) that all title

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and ownership certificates to Lessor will be free of any lien or encumbrance of any person."

3. Lessor and Lessee hereby agree that except as expressly modified hereby, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Rider to be executed by their duly authorized officers this 4 day of MARCH 1976.

MANUFACTURERS HANOVER LEASING CORPORATION (Lessor)

TEXAS INDUSTRIES, INC. (Lessee)

BY: [Signature]  
Title: Vice President

BY: [Signature]  
Title: Treasurer

## EXHIBIT A

Exhibit A to that certain Master Equipment Lease dated 4 March 1976 by and between MANUFACTURERS HANOVER LEASING CORPORATION ("Lessor") and TEXAS INDUSTRIES, INC. ("Lessee").

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<u>RENT PAYMENT DATE</u>	<u>EQUIPMENT HAVING A 5-YEAR TERM PERCENTAGE</u>	<u>EQUIPMENT HAVING AN 8-YEAR TERM PERCENTAGE</u>
1	2.442091	1.864035
2	2.428108	1.855350
3	2.414125	1.846666
4	2.400142	1.837982
5	2.386158	1.829298
6	2.372175	1.820614
7	2.358192	1.811929
8	2.344209	1.803245
9	2.330226	1.794561
10	2.316243	1.785877
11	2.302260	1.777193
12	2.288277	1.768508
13	2.274294	1.759824
14	2.260311	1.751140
15	2.246328	1.742456
16	2.232345	1.733772
17	2.218362	1.725087
18	2.204379	1.716403
19	2.190396	1.707719
20	2.176413	1.699035
21	2.162430	1.690350
22	2.148447	1.681666
23	2.134464	1.672982
24	2.120480	1.664298
25	2.106497	1.655614
26	2.092514	1.646929
27	2.078531	1.638245
28	2.064548	1.629561
29	2.050565	1.620877
30	2.036582	1.612193
31	2.022599	1.603508
32	2.008616	1.594824
33	1.994633	1.586140
34	1.980650	1.577456
35	1.966667	1.568772
36	1.952684	1.560087
37	1.938701	1.551403
38	1.924718	1.542719
39	1.910735	1.534035
40	1.896752	1.525350

41	1.882769	1.516666
42	1.868786	1.507982
43	1.854803	1.499298
44	1.840819	1.490614
45	1.826836	1.481929
46	1.812853	1.473245
47	1.798870	1.464561
48	1.784887	1.455877
49	1.770904	1.447193
50	1.756921	1.438508
51	1.742938	1.429824
52	1.728955	1.421140
53	1.714972	1.412456
54	1.700989	1.403772
55	1.687006	1.395087
56	1.673023	1.386403
57	1.659040	1.377719
58	1.645057	1.369035
59	1.631074	1.360350
60	10.091667	1.351666
61		1.342982
62		1.334298
63		1.325614
64		1.316929
65		1.308245
66		1.299561
67		1.290877
68		1.282193
69		1.273508
70		1.264824
71		1.256140
72		1.247456
73		1.238772
74		1.230087
75		1.221403
76		1.212719
77		1.204035
78		1.195350
79		1.186666
80		1.177982
81		1.169298
82		1.160614
83		1.151929
84		1.143245
85		1.134561
86		1.125877
87		1.117193
88		1.108508
89		1.099824
90		1.091140
91		1.082456
92		1.073772
93		1.065087
94		1.056403
95		1.047719
96		10.091667

20999

MANUFACTURERS HANOVER LEASING CORPORATION

BY: *[Signature]*

TEXAS INDUSTRIES, INC.

BY: *[Signature]* Treasurer



# MANUFACTURERS HANOVER LEASING CORPORATION

30 ROCKEFELLER PLAZA, NEW YORK, N. Y. 10020

## EXHIBIT B

21000

Texas Industries, Inc.  
8100 Carpenter Freeway  
Dallas, Texas 15357

Gentlemen:

In connection with that certain master equipment lease agreement dated \_\_\_\_\_ ("Agreement") and entered into by and between Manufacturers Hanover Leasing Corporation, a New York corporation ("Lessor") and Texas Industries, Inc., a Delaware corporation ("Lessee"), please be advised as follows:

1. Lessor hereby designates and appoints Lessee as Lessor's agent and attorney-in-fact to title the following items of Equipment for and on behalf of Lessor as owner thereof and to register such Equipment in the name of Lessor in all jurisdictions where such registration is necessary for the use and operation thereof.

<u>EQUIPMENT</u>	<u>VENDOR</u>	<u>DATE OF PURCHASE</u>
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2. Lessor acknowledges that the Lessee has contracted with \_\_\_\_\_ ("Lessee's Agent") appointing Lessee's agent as its agent and attorney-in-fact for the purpose of the registration of the Equipment. Lessor agrees to permit the employees of Lessee's Agent whose names and signatures appear below, to so cause such registration of the Equipment of Lessor's behalf in all appropriate jurisdictions.

<u>EMPLOYEE'S NAME</u>	<u>SIGNATURE</u>
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3. Each Certificate of Title, Certificate of Ownership and registration shall indicate Lessor as owner of the Equipment which is the subject thereof, free and clear of any lien or encumbrance on the part of any party, and shall show Lessor's ownership interest therein as of the date of the Supplement pertaining thereto, and the original of such Certificates and copies of registrations shall be promptly

*Handwritten initials/signature*

delivered to Lessor within 30 days after their issuance.

4. Lessee specifically agrees to indemnify and hold Lessor harmless from any damage, loss or liability whatsoever resulting from any act or failure to act on the part of Lessee or any act or failure to act on the part of Lessee's Agent in connection with the performance of any of the duties authorized herein.

If you agree with the foregoing, please signify your concurrence by executing six copies hereof, two of them to be retained by Lessor, two of them to be retained by the Lessee and two to be forwarded to Lessee's Agent.

MANUFACTURERS HANOVER LEASING  
CORPORATION (LESSOR)

BY: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed and accepted  
this \_\_\_\_ day of  
\_\_\_\_\_, 1976.

TEXAS INDUSTRIES, INC.

BY: \_\_\_\_\_  
Title: \_\_\_\_\_

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*Handwritten initials/signature*

SCHEDULE A

Schedule A to that certain Master Equipment Lease by and between TEXAS INDUSTRIES, INC. ("Lessee") and MANUFACTURERS HANOVER LEASING CORPORATION ("Lessor") dated as of 4 MARCH 1976.

<u>RENT PAYMENT</u> <u>DATE</u>	<u>ITEMS OF EQUIPMENT</u> <u>WITH 8 YEAR TERMS</u>	<u>ITEMS OF EQUIPMENT</u> <u>WITH 5 YEAR TERMS</u>
0	100.00000	100.00000
1	99.05264	98.47458
2	98.10523	96.94915
3	97.15790	95.42373
4	96.21053	93.89830
5	95.26316	92.37288
6	94.31579	90.84746
7	93.36842	89.32203
8	92.42106	87.79661
9	91.47369	86.27118
10	90.52632	84.74576
11	89.57895	83.22034
12	88.63158	81.69491
13	87.68422	80.16949
14	86.73685	78.64406
15	85.78948	77.11864
16	84.84211	75.59322
17	83.89474	74.06779
18	82.94738	72.54237
19	82.00001	71.01694
20	81.05264	69.49152
21	80.10527	67.96610
22	79.15790	66.44067
23	78.21054	64.91525
24	77.26317	63.38982
25	76.31580	61.86440
26	75.36843	60.33898
27	74.42106	58.81355
28	73.47370	57.28813
29	72.52633	55.76270
30	71.57896	54.23728
31	70.63159	52.71186
32	69.68422	51.18643
33	68.73686	49.66101
34	67.78949	48.13558
35	66.84212	46.61016
36	65.89475	45.08474
37	64.94738	43.55931
38	64.00002	42.03389
39	63.05265	40.50846

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40	62.10528	38.98304
41	61.15791	37.45762
42	60.21054	35.93219
43	59.26318	34.40677
44	58.31581	32.88134
45	57.36844	31.35592
46	56.42107	29.83050
47	55.47370	28.30507
48	54.52634	26.77965
49	53.57897	25.25422
50	52.63160	23.72880
51	51.68423	22.20338
52	50.73686	20.67795
53	49.78950	19.15253
54	48.84230	17.62710
55	47.89476	16.10168
56	46.94739	14.57626
57	46.00002	13.05083
58	45.05266	11.52541
59	44.10529	10.00000
60	43.15792	- 0 -
61	42.21055	
62	41.26318	
63	40.31582	
64	39.36845	
65	38.42108	
66	37.47371	
67	36.52634	
68	35.57898	
69	34.63161	
70	33.68424	
71	32.73687	
72	31.78950	
73	30.84214	
74	29.89477	
75	28.94740	
76	28.00003	
77	27.05266	
78	26.10530	
79	25.15793	
80	24.21056	
81	23.26319	
82	22.31582	

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83	21.36846
84	20.42109
85	19.47372
86	18.52635
87	17.57898
88	16.63162
89	15.68425
90	14.73688
91	13.78951
92	12.84214
93	11.89478
94	10.94741
95	10.00000
96	- 0 -

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MANUFACTURERS HANOVER  
LEASING CORPORATION

BY: *[Signature]*  
TITLE: *[Signature]*

TEXAS INDUSTRIES, INC.

BY: *[Signature]*  
TITLE: TRASUYCH

SCHEDULE B

210003

Schedule B to that certain Master Equipment Lease by and between TEXAS INDUSTRIES, INC. ("Lessee") and MANUFACTURERS HANOVER LEASING CORPORATION ("Lessor") dated as of 4 March, 1976.

<u>RENT PAY- MENT DATE</u>	<u>ITEMS OF EQUIPMENT WITH 8 YEAR TERM</u>	<u>ITEMS OF EQUIP WITH 5 YEAR TERM</u>
1	102.02421	101.42881
2	101.04838	99.85762
3	100.07263	98.28644
4	99.09684	96.71628
5	98.12105	95.14407
6	97.14526	93.57288
7	96.16947	92.00168
8	95.19369	90.43051
9	94.21790	88.85932
10	93.24211	87.28813
11	92.26632	85.71695
12	91.29054	84.14576
13	90.31475	82.57457
14	89.33896	81.00338
15	88.36316	79.43220
16	87.38737	77.86100
17	86.41158	76.28974
18	85.43580	74.71864
19	84.46001	73.14745
20	83.48422	71.57627
21	82.50843	70.00508
22	81.53264	68.43389
23	80.55686	66.86322
24	79.58107	65.29079
25	78.60527	63.72033
26	77.62948	62.14915
27	76.65369	60.57796
28	75.67791	59.00677
29	74.70212	57.44176
30	73.72633	55.32203
31	72.75054	53.71339
32	71.77475	52.10779
33	70.79897	50.50525
34	69.82317	48.90575
35	68.84738	47.30931
36	67.87159	45.71593
37	66.89580	44.12558
38	65.92002	42.53830
40	63.96844	39.37287
41	62.99265	37.79474
42	62.01686	36.21965
43	61.04108	34.64762
44	60.06528	33.07863
45	59.08949	31.51270

RENT PAY-  
MENT DATE

ITEMS OF EQUIPMENT  
WITH 8 YEAR TERM

ITEMS OF EQUIPMENT  
WITH 5 YEAR TERM

46	58.11370	29.94982
47	57.13791	28.38999
48	55.61687	26.83321
49	54.59697	25.27947
50	53.57897	23.72880
51	52.56286	22.20338
52	51.54865	20.67795
54	49.52609	17.62710
55	48.53634	16.10168
56	47.51076	14.57626
57	46.50602	13.05083
58	45.50319	11.52541
59	44.50224	10.00000
60	43.50318	- 0 -
61	42.50602	
62	41.51076	
63	40.51740	
64	39.52592	
65	38.53634	
66	37.54866	
67	36.56287	
68	35.57898	
69	34.63161	
70	33.68424	
71	32.73687	
72	31.78950	
73	30.84214	
74	29.89477	
75	28.94740	
76	28.00003	
77	27.05266	
78	26.10530	
79	25.15793	
80	24.21056	
81	23.26319	
82	22.31582	
83	21.36846	
84	20.42109	
85	19.47372	
86	18.52635	
87	17.57898	
88	16.63162	
89	15.68425	
90	14.73688	
91	13.78951	
92	12.84214	
93	11.89478	
94	10.94741	
95	10.00000	
96	- 0 -	

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MANUFACTURERS HANOVER  
LEASING CORPORATION

BY: [Signature]  
TITLE: [Signature]

TEXAS INDUSTRIES, INC.

BY: [Signature]  
TITLE: Treasurer