

5859-A

RECORDATION NO. _____ Filed & Recorded

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SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, entered into as of this ^{4th} day of *October*, 1972, by and between AMERICAN REFRIGERATOR TRANSIT COMPANY, a New Jersey corporation, whose address is Missouri Pacific Building, 210 North 13th Street, St. Louis, Missouri 63103, hereinafter referred to as "Lessor", and MISSISSIPPI LIME COMPANY, a Missouri corporation, whose address is 7 Alby Street, Alton, Illinois 62002, hereinafter referred to as "Lessee",
WITNESSETH:

R E C I T A L S:

There is now in effect between the parties hereto that certain written agreement of lease dated April 6, 1970, hereinafter referred to as "Basic Agreement", whereby Lessor leased 100 100-ton covered hopper cars to Lessee for a period of 5 years from the average date of delivery of all of the cars so leased, at rental of \$210.00 per car per month during the term of the lease. Both parties are now agreeable to extending said term to a period of 10 years at a reduced rental of \$205.00 per car per month, and desire to set forth in writing their agreement with respect thereto.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto covenant and agree as follows:

1. Paragraph 2 of the Basic Agreement shall be deemed to be and hereby is changed to read as follows, effective retroactively as of April 6, 1970:

"2. The term of this agreement shall commence as to each of the cars to be leased hereunder with the date of delivery of said car or cars and, unless sooner terminated as hereinafter provided, shall continue for a period of 10 years from the average date of delivery of all of the cars to be leased hereunder; thence the term shall continue thereafter subject to termination by either party serving on the other 90 days' written notice of such being the intention. The term 'delivery' shall mean the time that a car or cars are delivered to Lessee at Mosher, Missouri on the tracks of delivering railroad."

2. It is further understood and agreed by and between the Lessor and Lessee that, effective November 1, 1972, those certain words set out in paragraph 5 to Basic Agreement reading "Two Hundred and Ten Dollars (\$210.00) per car per month during the term hereof" shall be changed to read "Two Hundred and Five Dollars (\$205.00) per car per month during the term hereof."

3. Basic Agreement, as hereby supplemented and amended, shall continue in full force and effect by and between the parties hereto.

IN WITNESS WHEREOF, Lessor and Lessee have caused these presents to be signed in their respective names as of the day and year first above written.

ATTEST:

AMERICAN REFRIGERATOR TRANSIT COMPANY

By *[Signature]*
Secretary

By *R. J. Dunne, Jr.*
President

ATTEST:

MISSISSIPPI LIME COMPANY

By *[Signature]*
Secretary

By *[Signature]*
Vice-President

STATE OF MISSOURI)
) s.s.:
CITY OF ST. LOUIS)

I, **W. E. BURKE**, the undersigned officer, a notary public duly qualified, commissioned, sworn and acting in and for said City in said State, hereby certify, that on this 3rd day of October, 1972:

Before me appeared **R. J. DUNNE, JR.**, to me personally known, who, being by me duly sworn, did say that he is President of American Refrigerator Transit Company and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed

in behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal of office this 3rd day of October, 1972.

W. J. Burke
Notary Public

My Commission expires: May 30, 1976

STATE OF ILLINOIS)
) s.s.:
COUNTY OF MADISON)

I, C. W. Read, the undersigned officer, a notary public duly qualified, commissioned, sworn and acting in and for said County in said State, hereby certify, that on this 4th day of October, 1972:

Before me appeared R. W. Woodcock, to me personally known, who, being by me duly sworn, did say that he is Vice President of Mississippi Lime Company and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal of office this 4th day of October, 1972.

Charles W. Read
Notary Public

My Commission expires:
August 19, 1973.

