

RECORDATION NO. 7276-A Filed & Recorded
APR 6 1976 10 52 AM
INTERSTATE COMMERCE COMMISSION

A D D E N D U M

THIS INSTRUMENT, is an addendum to a certain Lease Agreement, hereinafter called "lease", dated as of the 16th day of July, 1973, and recorded with the Interstate Commerce Commission under No. 7276 on the 26th day of December, 1973, by and between FIRSTMARK MORRISON, INC. (hereinafter called "Lessor"), and NORTH LOUISIANA & GULF RAILROAD COMPANY (hereinafter called "Lessee").

W I T N E S S E T H :

WHEREAS, the parties hereto desire to modify some of the terms contained in the lease;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States, in hand paid by Lessee to Lessor, the receipt of which is hereby acknowledged, and in consideration of the covenants contained herein, the parties hereby agree as follows:

1. This instrument shall be construed with and as part of the lease between said parties.

2. Notwithstanding any term, provision, covenant or condition in the lease to the contrary, the language herein shall be given full force and effect.

3. The lease is hereby amended by deleting Exhibits "C" and "D" to the lease and substituting in their place and stead Exhibits "C" and "D" attached hereto and made a part hereof.

4. Except as specifically set forth herein, all the terms, provisions, covenants and conditions set forth in the lease shall continue in full force and effect.

<u>Rent Payment</u> <u>No.</u>	<u>Due Date</u>	<u>Per Car</u>	<u>Total Rent</u>	<u>Total</u>
51	July 1, 1987	\$456.30		\$18,252.00
52	October 1, 1987	\$456.30		\$18,252.00
53	January 1, 1988	\$456.30		\$18,252.00
54	April 1, 1988	\$456.30		\$18,252.00
55	July 1, 1988	\$456.30		\$18,252.00
56	October 1, 1988	\$456.30		\$18,252.00
57	January 1, 1989	\$456.30		\$18,252.00
58	April 1, 1989	\$456.30		\$18,252.00
59	July 1, 1989	\$456.30		\$18,252.00
60	October 1, 1989	\$456.30		\$18,252.00

EXHIBIT "C" TO LEASE

<u>Rent Payment</u> <u>No.</u>	<u>Due Date</u>	<u>Per Car</u>	<u>Total Rent</u> <u>Total</u>
1	January 1, 1975	\$456.30	\$18,252.00
2	April 1, 1975	\$456.30	\$18,252.00
3	July 1, 1975	\$456.30	\$18,252.00
4	October 1, 1975	\$456.30	\$18,252.00
5	January 1, 1976	\$456.30	\$18,252.00
6	April 1, 1976	\$456.30	\$18,252.00
7	July 1, 1976	\$456.30	\$18,252.00
8	October 1, 1976	\$456.30	\$18,252.00
9	January 1, 1977	\$456.30	\$18,252.00
10	April 1, 1977	\$456.30	\$18,252.00
11	July 1, 1977	\$456.30	\$18,252.00
12	October 1, 1977	\$456.30	\$18,252.00
13	January 1, 1978	\$456.30	\$18,252.00
14	April 1, 1978	\$456.30	\$18,252.00
15	July 1, 1978	\$456.30	\$18,252.00
16	October 1, 1978	\$456.30	\$18,252.00
17	January 1, 1979	\$456.30	\$18,252.00
18	April 1, 1979	\$456.30	\$18,252.00
19	July 1, 1979	\$456.30	\$18,252.00
20	October 1, 1979	\$456.30	\$18,252.00
21	January 1, 1980	\$456.30	\$18,252.00
22	April 1, 1980	\$456.30	\$18,252.00
23	July 1, 1980	\$456.30	\$18,252.00
24	October 1, 1980	\$456.30	\$18,252.00
25	January 1, 1981	\$456.30	\$18,252.00
26	April 1, 1981	\$456.30	\$18,252.00
27	July 1, 1981	\$456.30	\$18,252.00
28	October 1, 1981	\$456.30	\$18,252.00
29	January 1, 1982	\$456.30	\$18,252.00
30	April 1, 1982	\$456.30	\$18,252.00
31	July 1, 1982	\$456.30	\$18,252.00
32	October 1, 1982	\$456.30	\$18,252.00
33	January 1, 1983	\$456.30	\$18,252.00
34	April 1, 1983	\$456.30	\$18,252.00
35	July 1, 1983	\$456.30	\$18,252.00
36	October 1, 1983	\$456.30	\$18,252.00
37	January 1, 1984	\$456.30	\$18,252.00
38	April 1, 1984	\$456.30	\$18,252.00
39	July 1, 1984	\$456.30	\$18,252.00
40	October 1, 1984	\$456.30	\$18,252.00
41	January 1, 1985	\$456.30	\$18,252.00
42	April 1, 1985	\$456.30	\$18,252.00
43	July 1, 1985	\$456.30	\$18,252.00
44	October 1, 1985	\$456.30	\$18,252.00
45	January 1, 1986	\$456.30	\$18,252.00
46	April 1, 1986	\$456.30	\$18,252.00
47	July 1, 1986	\$456.30	\$18,252.00
48	October 1, 1986	\$456.30	\$18,252.00
49	January 1, 1987	\$456.30	\$18,252.00
50	April 1, 1987	\$456.30	\$18,252.00

5. The lease and this addendum constitute the entire contract between the parties hereto, and no change, modification, amendment or representation, oral or written, shall constitute an amendment to said lease or this addendum unless the same be in writing and signed by each party hereto.

IN WITNESS WHEREOF, the parties have executed this instrument the 6th day of February, 1976.

FIRSTMARK MORRISON, INC.

By Julian L. Morrison
President

NORTH LOUISIANA & GULF RAILROAD COMPANY

By E. G. Henry

STATE OF NEW YORK)
COUNTY OF ERIE) SS.:

On this 6th day of February, 1976, before me personally appeared Julian L. Morrison, to me personally known, who, being by me duly sworn, says that he is the President of FIRSTMARK MORRISON, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of said 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 said corporation.

Russell J. Pieri

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD) SS.:

RUSSELL J. PIERI
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1977

MARCH.

On this 5th day of February, 1976, before me personally appeared E. A. Henry SR, to me personally known, who, being by me duly sworn, says that he is the VICE PRESIDENT of NORTH LOUISIANA & GULF RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of said 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 said corporation.

Larrence V. Wolf
APRIL 1st 87



EXHIBIT "D" TO LEASE

<u>Quantity</u>	<u>Description of Cars</u>	<u>Lessee's Road Numbers (Inclusive)</u>
40	New 70 Ton Capacity Wood Chip Cars	NL & G 4001 through 4040