

RECORDATION NO. 13277-A
FILED 1425

JAN 27 1982 - 10 15 AM

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

LAW DEPARTMENT
701 COMMERCE STREET
DALLAS, TEXAS 75202
214-651-6736

WILLIAM A. THIE
Vice-President-Law
JOE C. CRAWFORD
General Counsel

INTERSTATE COMMERCE COMMISSION
ARTHUR S. BIN
General Attorney
MICHAEL E. ROPER
Commerce Counsel
J. MICHAEL WILSON
General Attorney

January 19, 1982

No. 2-027A010
Date JAN 27 1982
Fee \$ 10.00

IN REPLY REFER TO: 312.1-G

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

Re: Supplemental Agreement between
Missouri-Kansas-Texas Railroad Company
and Gifford-Hill & Company, Inc.

Dear Mrs. Mergenovich:

I have enclosed an original and two (2) copies of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the US Code. This document is a Supplemental Agreement, a secondary document, dated as of the 1st day of January, 1982.

The primary document to which this is connected is recorded under Recordation No. 13277.

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

The lessor is the Missouri-Kansas-Texas Railroad Company, 701 Commerce Street, Dallas, Texas 75202;

the lessee is Gifford-Hill & Company, Inc., P. O. Box 47127, Dallas, Texas 75247.

A description of the equipment covered by the document follows:

Twenty-five (25) one hundred (100) ton open triple hopper cars bearing the recording marks and numbers of the lessee:

GIHX 10019	GIHX 10271
10024	10288
10048	10313
10064	10444
10091	10448
10092	10474
10101	10486
10109	10493
10139	10497
10158	10581
10216	10592
10227	10594
10257	

A fee of Ten Dollars (\$10.00) is enclosed. Please return the original and extra copies not needed by the Commission for recordation to the undersigned.

The document submitted is a Supplemental Agreement to a Car Lease Agreement dated as of the 1st day of September, 1981, between Missouri-Kansas-Texas Railroad Company and Gifford-Hill & Company, Inc. covering the lease of twenty-five (25) one hundred (100) ton open triple hopper cars which lease was assigned Recordation No. 13277. The Supplemental Agreement adds twenty-five (25) additional one hundred (100) ton open triple hopper cars to the terms and provisions of the Car Lease Agreement. The additional cars have the lessee's recording marks and numbers as follows:

GIHX 10019	GIHX 10271
10024	10288
10048	10313
10064	10444
10091	10448
10092	10474
10101	10486
10109	10493
10139	10497
10158	10581
10216	10592
10227	10594
10257	

I certify that I have knowledge of the foregoing matters.

Yours very truly,


Arthur M. Albin

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

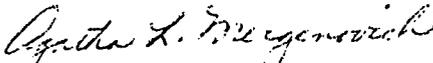
Arthur M. Albin
General Attorney
Missouri-Kansas-Texas RR Co.
Law Dept.
701 Commerce Street
Dallas, Texas 75202

January 27, 1982

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 1/27/82 at 10:15AM, and assigned re-
recording number(s). 13277-A

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

RECORDATION NO. 13277-A
JAN 27 1982 - 10 15 AM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL AGREEMENT

LAW DEPARTMENT
JAN 18 1982
M-K-T R. R. CO.

THIS SUPPLEMENTAL AGREEMENT entered into as of the 1st day of January, 1982, between MISSOURI-KANSAS-TEXAS RAILROAD COMPANY, hereinafter referred to as "Lessor", and GIFFORD-HILL & COMPANY, INC., 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 the 1st day of September, 1981, whereby Lessee leased from Lessor twenty-five (25) one hundred (100) ton open triple hopper cars, as more fully described in Exhibit A attached to the Car Lease Agreement; and

WHEREAS, the Car Lease Agreement was duly filed with the Interstate Commerce Commission on September 29, 1981, and given Recordation No. 13277; and

WHEREAS, Lessor and Lessee desire to amend said Car Lease Agreement, effective as of January 1, 1982, in order to permit Lessee to lease from Lessor twenty-five (25) additional one hundred (100) ton open triple hopper cars, hereinafter called "Additional Cars", upon the terms and conditions set forth herein.

NOW, THEREFORE for and in consideration of mutual benefits to be derived by the parties hereto, it is hereby agreed by and between them that said Car Lease Agreement, dated as of September 29, 1981, is hereby amended and supplemented by adding the following provisions to said Car Lease Agreement, to wit:

23. Lease of Additional Cars. Lessor agrees to lease to Lessee, and Lessee agrees to and hereby does lease from Lessor those certain Additional Cars, being twenty-five (25) one hundred (100) ton open triple hopper cars as further described and set forth in Exhibit A attached to this Supplemental Agreement and incorporated by reference herein.

24. Delivery and Acceptance of Additional Cars. The Additional Cars shall be delivered to Lessee and accepted by Lessee pursuant to the terms and provisions of Section 2 of the Car Lease Agreement.

25. Rental for Additional Cars. Partial rental shall be paid by Lessee to Lessor for each additional car commencing on the date it is delivered to Lessee at Ogden, Texas with monthly rental paid thereafter, all as more fully described in Section 5 of the Car Lease Agreement.

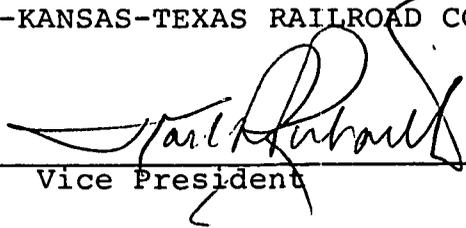
26. Term for Additional Cars. The lease term for each additional car delivered to and accepted by Lessee shall commence as of the date it is delivered to Lessee at Ogden, Texas, and shall terminate on August 31, 1982, unless sooner terminated pursuant to the provisions of the Car Lease Agreement.

27. Applicability of Car Lease Agreement. In all other respects said Additional Cars shall be subject to the terms and provisions of the Car Lease Agreement and the terms and provisions thereof shall be in full force and effect as between the parties as to each of said Additional Cars.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Supplemental Agreement as of the day and year first above written.

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY,
Lessor

By


Vice President

ATTEST:

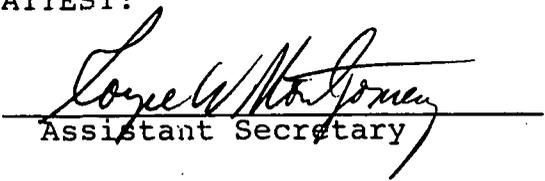

Secretary

GIFFORD-HILL & COMPANY, INC.
Lessee

By


Vice President

ATTEST:


Assistant Secretary

G-H LAW DEPT
Atty JEH
Date 1-15-82

THE STATE OF TEXAS:

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared KARL R. ZIEBARTH, 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 the said MISSOURI-KANSAS-TEXAS RAILROAD COMPANY, a corporation, and that he executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of January, 1982.

Teresa Gardner

Notary Public in and for the State of Texas

My Commission expires:

Dec. 30, 1984.

THE STATE OF TEXAS:

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared D. I. OLSON, 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 the said GIFFORD-HILL & COMPANY, INC., a corporation, and that he executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th of January, 1982.

Donna G. Whatley
Notary Public in and for the State of Texas

My Commission expires:

DONNA G. WHATLEY, Notary Public
in and for the State of Texas

~~My Commission Expires~~ 6-15 1984

EXHIBIT A

EXHIBIT A, dated as of January 1, 1982, to Supplemental Agreement by and between MISSOURI-KANSAS-TEXAS RAILROAD COMPANY ("Lessor") and GIFFORD-HILL & COMPANY, INC. ("Lessee").

TYPE AND DESCRIPTION OF CAR:

Twenty-five (25) one hundred (100) open triple
hopper cars

RECORDING MARKS AND NUMBERS:

GIHX 10019	GIHX 10271
GIHX 10024	GIHX 10288
GIHX 10048	GIHX 10313
GIHX 10064	GIHX 10444
GIHX 10091	GIHX 10448
GIHX 10092	GIHX 10474
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