

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

LAW DEPARTMENT  
701 COMMERCE STREET  
DALLAS, TEXAS 75202

ARTHUR M. ALBIN  
General Attorney

214-651-6742

RECORDATION NO. 13277-B  
FILED 1485

In reply refer to: 312.1-G

July 23, 1982

JUL 26 1982 -3 25 PM

INTERSTATE COMMERCE COMMISSION

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

No. 2-207A112  
Date JUL 26 1982  
Fee \$10.00  
ICC Washington, D. C.

Re: Amendment No. 1 to Car Lease 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 U.S. Code. This document is an Amendment No. 1 to Car Lease Agreement, a secondary document, dated as of the 1st day of August, 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, TX 75202;

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

A description of the equipment covered by the document follows:

Fifty (50) one hundred (100) ton open triple hopper cars bearing the recording marks and numbers of the lessee:

GIHX 10019	GIHX 10091	GIHX 10216	GIHX 10341	GIHX 10493
10024	10092	10227	10363	10497
10029	10101	10257	10402	10502
10035	10109	10262	10415	10508
10044	10139	10263	10426	10538
10048	10148	10266	10444	10581
10049	10158	10271	10448	10582
10058	10161	10288	10458	10589
10064	10165	10313	10474	10592
10085	10204	10316	10486	10594

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FEE OPERATION-8R.

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY  
LAW DEPARTMENT

Mrs. Agatha L. Mergenovich

- 2 -

July 23, 1982

A fee of \$10.00 is enclosed. Please return the original and any extra copy not needed by the Commission for recordation to the undersigned.

The document submitted is an Amendment No. 1 to Car Lease Agreement to 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) 100-ton open triple hopper cars which lease was assigned Recordation No. 13277 and which lease was amended by Supplemental Agreement dated as of the 1st day of January, 1982, which added twenty-five (25) additional 100-ton open triple hopper cars to the terms and provisions of the Car Lease Agreement. The Amendment extends the term of the Car Lease Agreement to November 30, 1982, and thereafter until either party shall give 30 days' written notice to the other of cancellation. The cars covered by the Car Lease Agreement, as supplemented, and by Amendment No. 1 to Car Lease Agreement have the lessee's recording marks and numbers as follows:

GIHX 10019	GIHX 10091	GIHX 10216	GIHX 10341	GIHX 10493
10024	10092	10227	10363	10497
10029	10101	10257	10402	10502
10035	10109	10262	10415	10508
10044	10139	10263	10426	10538
10048	10148	10266	10444	10581
10049	10158	10271	10448	10582
10058	10161	10288	10458	10589
10064	10165	10313	10474	10592
10085	10204	10316	10486	10594

I certify that I have knowledge of the foregoing matters.

Yours very truly,



Arthur M. Albin

AMA:vas  
Enclosures

**Interstate Commerce Commission**  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

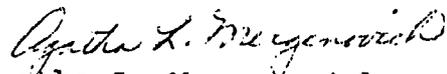
Arthur M. Albin  
General Attorney-Law Dept.  
Missouri-Kansas-Texas RR Co.  
701 Commerce Street  
Dallas, Texas 75202

July 26, 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 7/26/82 at 3:25PM, and assigned re-  
recording number(s). 13277-B

Sincerely yours,

  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

13277-B  
RECORDATION NO. .... FILED 1408

JUL 26 1982 -3 15 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT No. 1 TO CAR LEASE AGREEMENT

THIS AMENDMENT No. 1 TO CAR LEASE AGREEMENT made and entered into as of the 1st day of August, 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 a Car Lease Agreement dated as of the 1st day of September, 1981, and recorded under Section 11303 of the Interstate Commerce Act and assigned Recordation No. 13277, originally covering the lease of TWENTY-FIVE (25) 100-ton Open Triple Hopper Cars, as described in said lease;

WHEREAS, by Supplemental Agreement entered into as of the 1st day of January, 1982, said Car Lease Agreement was amended to provide for the lease by Lessor to Lessee of an additional TWENTY-FIVE (25) 100-ton Open Triple Hopper Cars, as described in said Supplemental Agreement; and

WHEREAS, Lessee desires to amend the Car Lease Agreement as supplemented to extend the term thereof for a period of three (3) months, and month-to-month thereafter until terminated by either party, and Lessor is agreeable thereto;

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

1. Said Car Lease Agreement entered into as of the 1st day of September, 1981, and the Supplemental Agreement between the parties entered into as of the 1st day of January, 1982, are hereby amended to extend the term of the lease of said FIFTY (50) 100-ton Open Triple Hopper Cars until November 30, 1982, and thereafter on a month-to-month basis until either party shall give at least thirty (30) days' written notice to the other of its desire to terminate said Car Lease Agreement and Supplemental Agreement, and the Car Lease Agreement and Supplemental Agreement shall terminate upon the expiration of such 30-day notice. Provided, however, either party may also terminate the Car Lease Agreement and Supplemental Agreement on November 30, 1982, by giving written notice of such termination to the other party on or before October 31, 1982.

2. Except as amended herein, all other terms and provisions of the Car Lease Agreement and Supplemental Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to Car Lease Agreement as of the day and year first above written.

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY,  
Lessor

By H. O. Brandt  
Vice President

ATTEST: [Signature]  
Secretary

GIFFORD-HILL & COMPANY, INC.,  
Lessee

By [Signature]  
Vice President

ATTEST: [Signature]  
~~Assistant~~ Secretary

G-H LAW DEPT  
Atty ESL  
Date 7/23/82

THE STATE OF TEXAS:

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared H. O. Brandt, 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 23rd day of July, 1982.

[Signature]  
Virginia A. Schoeneberger  
Notary Public in and for the State of Texas

My Commission expires: March 24, 1982.

THE STATE OF TEXAS:

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared S. L. 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 21<sup>st</sup> day of July, 1982.

Dorothy Ray

Notary Public in and for the State of  
Texas

My Commission expires: Feb. 28, 1985.