

TAFT, STETTINIUS & HOLLISTER

1800 STAR BANK CENTER

425 WALNUT STREET

CINCINNATI, OHIO 45202-3957

513-381-2838

CABLE: TAFTHOL TWX: 810-461-2623

FAX: 513-381-0205

WASHINGTON, D.C. OFFICE
SUITE 500 - 825 INDIANA AVENUE, N.W.
WASHINGTON, D.C. 20004-2901
202-628-2838
FAX: 202-347-3419

COLUMBUS, OHIO OFFICE
21 EAST STATE STREET
COLUMBUS, OHIO 43215-4221
614-221-2838
FAX: 614-221-2007

NORTHERN KENTUCKY OFFICE
THOMAS MORE CENTRE
2670 CHANCELLOR DRIVE
CRESTVIEW HILLS, KENTUCKY 41017-3491
606-331-2838
513-381-2838
FAX: 513-381-6613

November 1, 1993

CERTIFIED MAIL/RETURN RECEIPT REQUESTED

Interstate Commerce Commission
12th Street & Constitution Avenue, N.W.
Washington, D.C. 20423
Attn: Mildred Lee
Room 2303

0100037051 18129 R

NOV 8 1993-3 40 PM
INTERSTATE COMMERCE COMMISSION

Dear Ms. Lee:

I have enclosed herewith an original and one copy 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 to Railroad Equipment Lease, a secondary document, dated October 6, 1993. The primary document to which it relates is a Railroad Equipment Lease, dated December 16, 1992 and filed under recordation number 18129. We request that the enclosed document be cross-indexed.

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

LESSOR: The David Joseph Company
300 Pike Street
Cincinnati, Ohio 45202

LESSEE: Arkansas and Missouri Railroad Company
107 North Commercial Road
Springdale, AR 72764

The equipment covered by the enclosed document is fifty (50) 100 ton, 65 foot gondola railcars currently bearing the reporting marks set forth in Exhibit A attached hereto.

A fee of \$16.00 is enclosed. Please return the original executed copy of the enclosed document to:

Philip F. Schultz, Esq.
Taft, Stettinius & Hollister
1800 Star Bank Center
425 Walnut Street
Cincinnati, Ohio 45202-3957

RECEIVED
OFFICE OF THE
SECRETARY
NOV 8 3 33 PM '93
LICENSING BRANCH

Ms. Mildred Lee
October 26, 1993
Page 2

A short summary of the document to appear in the index follows:

An Amendment to Railroad Equipment Lease between Arkansas and Missouri Railroad Company, 100 North Commercial Road, Springdale, AR 72764, as Lessee, and The David J. Joseph Company, 300 Pike Street, Cincinnati, Ohio 45202, as Lessor, dated October 6, 1993, and covering fifty (50) 100 ton, 65 foot gondola railcars.

Please call me if you should have any questions.

Yours truly,


Philip F. Schultz
Attorney for
The David J. Joseph Company

PFS/AKW/taj
encl.

EXHIBIT A

DESCRIPTION OF UNITS

Fifty (50) 100 ton, 65 foot gondola railcars rebuilt in 1992, bearing reporting marks as follows:

AM 800	AM 825
AM 801	AM 826
AM 802	AM 827
AM 803	AM 828
AM 804	AM 829
AM 805	AM 830
AM 806	AM 831
AM 807	AM 832
AM 808	AM 833
AM 809	AM 834
AM 810	AM 835
AM 811	AM 836
AM 812	AM 837
AM 813	AM 838
AM 814	AM 839
AM 815	AM 840
AM 816	AM 841
AM 817	AM 842
AM 818	AM 843
AM 819	AM 844
AM 820	AM 845
AM 821	AM 846
AM 822	AM 847
AM 823	AM 848
AM 824	AM 849

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COLUMBUS, OHIO OFFICE
21 EAST STATE STREET
COLUMBUS, OHIO 43215-4221
614-221-2838
FAX: 614-221-2007

WRITER'S DIRECT LINE:
513-357-9481

NORTHERN KENTUCKY OFFICE
THOMAS MORE CENTRE
2670 CHANCELLOR DRIVE
CRESTVIEW HILLS, KENTUCKY 41017-3491
606-331-2838
513-381-2838
FAX: 513-381-6613

November 3, 1993

CERTIFIED MAIL RETURN RECEIPT REQUESTED

Interstate Commerce Commission
12th Street & Constitution Avenue, N.W.
Washington, DC 20423
Attn: Mildred Lee
Room 2303

Dear Ms. Lee:

As per your phone conversation, attached please find a check for \$8.00 to cover the additional fees needed to record the following documents:

1. Railroad Equipment Lease, dated 6/24/93 - Lessor - The David J. Joseph Company, Lessee - United Waste Systems, Inc.
2. Railroad Equipment Lease, dated 6/1/93 - Lessor - The David J. Joseph Company, Lessee - Southern Pacific Transportation Company.
3. Amendment to Railroad Equipment Lease, dated 9/9/93 - Lessor - The David J. Joseph Company, Lessee, Hobet Mining, Inc.
4. Short Term Lease, dated 8/19/93 - Lessor - The David J. Joseph Company, Lessee - ECDC Environmental LC.

Since receiving your phone call, we are aware of an additional filing sent to your office on October 26, 1993. This is an Amendment to Railroad Equipment Lease, dated 10/6/93 - Lessor - The David J. Joseph Company, Lessee - Arkansas and Missouri Railroad Company. An additional check for \$2.00 is attached to cover the recording fees for this document.

We apologize for any inconvenience as our office received no notification or information regarding the fee increase.

Interstate Commerce Commission
November 3, 1993
Page 2

Thank you for your help.

Yours truly,



Annette K. Welch
Legal Assistant

AKW:taj
Enclosures
cc: Philip F. Schultz, Esq.

AMENDMENT
RAILROAD EQUIPMENT LEASE

18129
NOV 8 1993 3 40 PM

INTERSTATE COMMERCE COMMISSION

This Amendment to Railroad Equipment Lease (the "Amendment") is entered into this 6th day of October, 1993 by and between The David J. Joseph Company, a Delaware corporation, (hereinafter referred to as "Lessor") and Arkansas and Missouri Railroad Company, a Virginia corporation (Hereinafter referred to as "Lessee") amending that certain Lease Agreement (the "Lease") dated December 16, 1992, by and between Lessor and Lessee. (All capitalized terms used herein and not otherwise defined shall have the meanings described to them in the Lease, as hereinafter defined.)

WHEREAS, the Lease was duly filed for recordation with the Interstate Commerce Commission with recordation number 18129.

WHEREAS, Lessor and Lessee now wish to amend the Lease to reflect a [REDACTED] in the Term of the Lease from [REDACTED] months to [REDACTED] months.

WHEREAS, Lessor and Lessee also wish to amend the Lease to reflect that the Base Rentals shall not increase for the remaining five (5) Units if such Units are not returned to Lessor within [REDACTED] days after the Expiration Date, and to reflect that if any Unit or Units are not returned to Lessor within [REDACTED] days, the Lease, solely at Lessor's option, will automatically extend for [REDACTED] years for such Unit or Units not returned.

WHEREAS, Lessor and Lessee also wish to amend the Variable Rental from [REDACTED] per mile for all miles in excess of the first [REDACTED] miles per Unit in each [REDACTED] month period for all Units under the Lease to [REDACTED] per mile for all miles in excess of the first [REDACTED] miles per Unit in each [REDACTED] month period for all Units under the Lease.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The Lease is hereby amended to state that the Term of the Lease is [REDACTED] from [REDACTED] months to [REDACTED] months. The Lease is also amended to state that if Lessee has not marshalled the remaining five (5) Units, in addition to the forty-five (45) Units referred to in Sections 15(A) and 15(B) of the Lease within [REDACTED] days after the Expiration Date, the rental paid to Lessor by Lessee for such

five (5) Units shall, upon the expiration of such [redacted] day period, be the Base Rental. The Lease, solely at Lessor's option, will automatically extend at the same terms and conditions for a period of [redacted] years for any Unit or Units not returned to Lessor pursuant to Section 15 of the Lease within [redacted] days after the Expiration Date. The Variable Rental shall be [redacted] per mile for all miles in excess of the first [redacted] miles per Unit in each [redacted] month period for all Units under the Lease. All other terms and conditions of the Lease shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the day and year first above written.

LESSOR:

Signed and acknowledged
in the presence of:

Linda M. Baughman

Steven E. Ward

THE DAVID J. JOSEPH COMPANY

BY: [Signature]

NAME: DOUGLAS F. McMILLAN

TITLE: VICE PRESIDENT

LESSEE:

Signed and acknowledged
in the presence of:

George L. Baugh

Juanie Hill

ARKANSAS AND MISSOURI RAILROAD CO.

BY: [Signature]

NAME: RANDOLPH P. HANNOLD

TITLE: VICE PRES & CFO

STATE OF OHIO)
)
COUNTY OF HAMILTON)

SS:

The foregoing instrument was acknowledged before me this 13th day of October, 1993, by Douglas F. McMullan the Vice President of The David J. Joseph Company, a Delaware corporation, on behalf of the Corporation.

James H. Goetz
Notary Public

JAMES H. GOETZ
Notary Public, State of Ohio
My Commission Expires July 10, 1995

STATE OF Arkansas)
)
COUNTY OF Washington)

SS:



The foregoing instrument was acknowledged before me this 6th day of October, 1993, by Randolph P. Hancock, the Vice President & COO of the Arkansas and Missouri Railroad, a Virginia corporation, on behalf of the Corporation.

Jeanie Hill
Notary Public

CERTIFICATE

The undersigned, Stephen M. Griffith, Jr., a notary public in and for the County of Hamilton, State of Ohio, hereby certifies that the copy of the document attached hereto has been compared with the original and that the undersigned has found the copy to be complete and identical in all respects to the original document.



Notary Public

STEPHEN M. GRIFFITH, JR., Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My Commission has no expiration
date. Section 147.03 O.R.C.