

## MISSOURI PACIFIC RAILROAD CO.

6400 Martin Avenue

Kansas City, Missouri 64120

February 15, 1985

Tempel and Esgar, Inc.  
P. O. Box 246  
Wiley, Colorado 81092

File: G-19-CO-2

Gentlemen:

Reference is made to that certain written agreement of lease, dated November 12, 1980, our No. LA-31956, hereinafter called "Basic Lease", pursuant to which Missouri Pacific Railroad Company let and Tempel and Esgar, Inc. leased 69,400 square feet of land at Eads, Colorado.

Section 2 of Basic Lease provides that rental may be redetermined at the end of each five-year period this lease may be in effect; therefore, Missouri Pacific Railroad Company desires to supplement Basic Lease to increase rental to a figure more representative of present-day rentals.

Now, therefore, effective September 29, 1985, it is understood and agreed that Section 2 of Basic Lease shall be changed to read:

"2. Lessee shall pay, and Carrier shall accept, in equal annual installments, each in advance, rental of \$ 700.00 per annum. Rental may be redetermined by Carrier at any time subsequent to the expiration of five years following the date on which rental was last determined or established. Lessee shall pay all taxes on Lessee's property and all charges for utilities used on Premises.

"The payment hereunder by Lessee of any sums in advance shall not be held to create an irrevocable license for the period for which the same is paid, but Carrier may terminate this agreement, as hereinafter provided, and refund the payment for the balance of the period for which same has been paid; provided, however, that no unearned rental shall be refunded if the termination of the lease be (a) on account of violation or non-fulfillment of any of the terms of this lease by the Lessee, or (b) on account of abandonment of said Premises by the Lessee, or (c) if the unearned rental shall not exceed Twenty-Five Dollars (\$25.00).

"Acceptance of rental payment by the Carrier from the Lessee after any default by the Lessee or after termination or expiration of the agreement, howsoever, or after the serving of any notice, or after the commencement of any suit, or after final judgment for possession of said property, shall not waive such default or reinstate, continue or extend the terms of the agreement or affect any such notice or suit, as the case may be."

This letter is handed you in duplicate. Please indicate your acceptance by signing in the space provided and returning the duplicate hereof to the undersigned, following which this letter shall become a supplement to Basic Lease, amending same solely to the extent herein provided. Basic Lease, as hereby supplemented and amended, shall remain in force and effect pursuant to the terms and conditions provided therein.

ACCEPTED AND AGREED:

Yours very truly,

TEMPEL AND ESGAR, INC.

E. C. May

E. C. May

By: [Signature]  
Title: President

A&amp;K1821

12-26-80

Mr. C. R. Dolan: (Rm. 1051 Annex)

Attached is copy of print to LA-31956  
showing portion of railroad property under lease at  
Eads, Colorado

Please indicate, by mark in the appropriate square, the account in which the property under lease is carried on your records:

<u>ACCOUNT</u>	<u>*CREDIT</u>
<input checked="" type="checkbox"/> #731 Road and equipment Property	(Acct. 510)
<input type="checkbox"/> #737 Miscellaneous Physical Property	(Acct. 506)

R. E. MULLER

(Signature)

12/31/80

(Date)

E. J. Lodes

EC L&C Rm. 751 Annex

BIC  
1524

\* For use by bill clerk

December 16, 1980

File: G 19-CO-2

Tempel and Esgar, Inc.  
P. O. Box 246  
Wiley, Colorado 81092

Gentlemen:

Herewith your original of agreement dated November 12, 1980, covering lease of Railroad's property at Eads, Colorado.

Yours truly,

**W. F. SOMERVELL**

bcc: R. K. Davidson  
J. K. Wesley  
C. J. Maurer  
W. F. Hillebrandt -K.C., MO  
E. R. Hornig -Denver, CO  
L. J. Wagner -Osawatomie, KS  
Agent-Eads, CO

Manager-Receiveables Accounting - Room 764: ✓

Please affix your assigned contract number on all copies and make distribution as indicated. This lease covers the property formerly leased to M. E. Templer, an individual, pursuant to agreement dated April 19, 1974, our No. LA-29267, which was cancelled by our letter of December 16, 1980, effective September 29, 1980.

Check No. 18167 dated December 8, 1980, from Tempel and Esgar, Inc., in the amount of \$1,074.00 covering \$650.00 as annual rental under the above lease, and \$424.00 as track maintenance charge under proposed Industrial Track Agreement dated September 29, 1980, is attached to C. J. Maurer's copy of this letter for his further handling.

\$6.50 ANNUAL  
EFF. 9-29-80

OK DCK 12/23/80

XXX-1-5-81

# 6872

Entered on the minutes

LA-

31956 1-13-81

A&K1823

BAM