

UN1010

Page 1 of 1

Union Pacific Railroad Company

BUILDING AMERICA™

ATTEBURY S
PO BOX 7768
AMARILLO, TX 79114

Bill Number 334249864
Contract Number 0266207
Audit Number S008750
Customer Number 105568
Folder Number 0145039
Bill Date 7/18/2024

Tucumcari

Land Lease (Pricy)

For questions or comments please email REBILLING@up.com**Bill Description :** W RAILROAD AVE & S 9TH ST; RECEIPT AND STORAGE OF GRAIN**Location of Agreement:** TUCUMCARI, NM**Primary Purpose of Agreement:** Lease: Industrial

AG - pay per Suzanne

Description	Period		Amount
	From	To	
Lease-Rent, Index	8/15/2024	8/14/2025	\$3,868.43
Total Due:			\$3,868.43

Pd Check
 502709
 11/15/2024

65101-222

NW



To assure proper credit to your account,
 please remit payment using one of these methods:

ACH/Wire Information:

Union Pacific Acct nbr: 3752021457 (Checking)

Wire XFER ABA Routing nbr: 026009593

ACH PYMT ABA Routing nbr: 111000012

SEND Checks to:

Union Pacific Railroad Company

12567 Collections Center Drive

Chicago, IL 60693

Remittance Information:**Bill Number** 334249864**Audit Number** S008750**Customer Number** 105568**Folder Number** 0145039**Payable Upon Receipt:** \$3,868.43**Receiving Bank's Address**

Bank of America

901 Main Street

Dallas, TX 75202

DUNS nbr: 00-699-1590

SWIFT Code: BOFAUS3N

Tax ID: 94-6001323

Network ID: 0136400825

Tucumcari, NM

SSW
(ROCK ISLAND)
LEASE
No. 8750

INDUSTRIAL LEASE

Terminates Lease SSW(RI)-38424

M.P. RIT-1626.92-L

This Lease, made and entered into this 5th day of April, 1982,
by and between ST. LOUIS SOUTHWESTERN RAILWAY COMPANY (R.I.)
a corporation, herein called "Railroad," and SAM ATTEBURY
mailing address: Post Office Box 2707, Amarillo, Texas 79105,
herein called "Lessee."

Witnesseth: That Railroad hereby leases to Lessee the premises of Railroad at or near

Tucumcari Station, Quay County, State of New Mexico,

shown upon the print of Railroad's Drawing No. A-194, dated December 7, 1981, attached
hereto and made a part hereof,
for the term of one (1) year from the 15th day of August, 1981

upon the following terms and conditions:

1. Railroad reserves for itself, its successors, assigns and licensees, the right to construct, maintain and operate any existing tracks and existing, new and or additional pipe, telegraph, telephone and power transmission lines upon, over and beneath the leased premises.

Lessee hereby acknowledges the title of Railroad to the leased premises, and agrees never to assail or resist said title.

2. Lessee agrees to pay rental at the rate of Nine Hundred Dollars (\$900) per annum, payable annually in advance.

Acceptance by Railroad of rental in advance shall not be construed as a waiver by Railroad of its right to terminate, as hereinafter provided.

Any privilege, sales, gross income or other tax (not including income tax) imposed upon the rentals herein provided to be paid by the Lessee, or upon the Railroad in an amount measured by the rentals received by Railroad, shall be paid by the Lessee, in addition to the amounts set forth herein, whether such imposition of tax be by The United States of America, the state in which the leased premises are located, or any subdivision or municipality thereof.

3. Said premises shall be used by Lessee solely and exclusively for the maintenance and use of Lessee-owned improvements and facilities for the receipt, storage and distribution of grain.

Lessee agrees to comply with all applicable laws and regulations with respect to the use of the leased premises.

If the Lessee does not, within ninety (90) days, commence the use of the leased premises for the purposes herein mentioned, or if the Lessee discontinues such use for a period of ninety (90) days, the Railroad may at its option terminate this lease by giving fifteen (15) days' notice in writing to the Lessee, in which event the provisions of Section 8 hereof, relating to refund of rental, shall apply.

4. Lessee agrees to keep the leased premises and all buildings and structures thereon free from rubbish and in a neat and safe condition and satisfactory to Railroad. Lessee shall maintain, at Lessee's sole cost and expense, in good condition and repair, satisfactory to Railroad, all buildings and structures upon said leased premises, except those owned by the Railroad. The leased premises and buildings and structures thereon shall not be used for displaying signs and notices other than those connected with the business of Lessee contemplated by this lease. Such notices and signs shall be neat and properly maintained. Railroad shall have the right to enter the leased premises at reasonable times to inspect the same.

5. Lessee agrees to pay, before they become delinquent, all taxes and assessments against the leased premises, or which might become a lien thereon, by reason of any buildings, structures or other property, real or personal, on the leased premises (except those owned by Railroad), or by reason of Lessee's activities. Railroad may at its option pay such taxes or assessments, and such payments will be repaid by Lessee on demand.

6. Subject to any lawful charges therefor, Lessee may receive service on 120 feet of any Railroad-owned track upon or immediately adjacent to the leased premises, provided that such use will not interfere with use of the track for railroad purposes. Railroad shall have the right to serve other patrons upon such track or extensions thereof and incident thereto may temporarily remove cars consigned to Lessee on said track without liability to Lessee. Railroad may at any time, in its sole discretion, terminate service to Lessee on such Railroad-owned track. Lessee shall secure the written consent of the owner before requesting service upon any private industrial track.

In the event Lessee desires to use said track for the loading, unloading or storage of gasoline or other flammable liquids with flash point below 80° Fahrenheit, liquified petroleum gases, or anhydrous ammonia, Lessee shall secure written permission of Railroad prior to using said track for any of these purposes. Lessee agrees to comply with Railroad's rules governing. A copy of said rules will be furnished by Railroad to Lessee upon request of Lessee.

14. In case ~~Railroad shall~~ ^{of} ~~bring suit to compel performance of, or to recover for breach of,~~ any covenant, agreement or condition herein written, Lessee will pay ~~to Railroad~~ ^{the losing party} reasonable attorney fees in addition to the amount of judgment and costs.

15. In case Lessee shall (except by Railroad) be lawfully deprived of the possession of the leased premises or any part thereof, Lessee shall notify Railroad in writing, setting forth in full the circumstances in relation thereto, whereupon Railroad may, at its option, either install Lessee in possession of the leased premises, or terminate this lease and refund to Lessee the pro rata amount of the rental for the unexpired term of the lease after the receipt of such notice, whereupon no claims for damages of whatsoever kind or character incurred by Lessee by reason of such dispossession shall be chargeable against Railroad.

16. In case Lessee holds over the term of this lease, with the consent of Railroad, such holding over shall be deemed a tenancy from month to month, and upon the same terms and conditions as herein stated.

17. Any notice to be given by Railroad to Lessee hereunder shall be deemed to be properly ~~delivered to Lessee, if~~ deposited in the post office, postpaid, addressed to Lessee at the leased premises or to last known address.

18. Time and specific performance are each of the essence of this lease.

19. Lessee shall not be permitted to sell or hypothecate any of its fixed improvements upon the leased premises without first obtaining Railroad's written consent therefor.

20. Monetary consideration for the use of Railroad's track by Lessee, as specified in Section 6 hereof, is Four Hundred Eighty Dollars (\$480) per annum, which is included in the rental payment specified in Section 2 hereof.

Notwithstanding anything to the contrary herein contained, such consideration may be increased at any time during the life of this lease should Railroad increase its established charge for use of track.

21. That certain lease dated July 29, 1958, between Railroad's corporate predecessor and Farmers Cooperative Association, a corporation, relating to the leasing of Railroad's corporate predecessor's premises at Tucumcari, New Mexico, as more particularly described therein, which lease was assigned to Lewis O. Caton, Calvin C. Hancock and Henry D. Jones, doing business as Elevator Grain Company by agreement effective August 15, 1973, and thereafter assigned to Caton Grain & Elevator Company, a corporation, by agreement effective March 1, 1975, is hereby terminated. (Railroad's Lease SSW(RI)-38424) *OK*

Lessee hereby warrants that Lessee is the lawful successor to said Caton Grain & Elevator Co. in said lease.

Lessee also hereby warrants that Lessee has acquired all right, title, and interest in and to said Caton Grain & Elevator Co.'s improvements and facilities located upon the leased premises, and assumes all obligations under this lease with respect to said improvements and facilities, including the removal thereof upon the expiration or termination of this lease.

22. Sections 23 to 27, inclusive, on the attached Insert are hereby made parts of this lease.

THIS LEASE shall inure to the benefit of and be binding upon the heirs, administrators, executors, successors and assigns of the parties hereto, but shall not be assigned or subleased by Lessee without the prior written consent of Railroad, which consent will not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have executed this lease in duplicate the day and year first above written.

ST. LOUIS SOUTHWESTERN
RAILROAD RAILWAY CO. (ROCK ISLAND)

By *D. H. Appleton*
Asst. Regional Manager, Real Estate

WITNESSED BY:

LESSEE *Sam Attebury*
(Lessee) *XX*

By _____
(Title)

A-194

SP. RIGHT of WAY LINE

TRK NO 7

TRK NO 8

TRK NO 3

TRK NO 2

TRK NO 1

EL. 12440

EL. 12450

Signal line

TRK NO 16

HD 16.86.92
LS 1237717

MAIN TRACK

for concrete grain storage bins.

KANSAS CITY

SP. RIGHT of WAY LINE

LEGEND

PROPERTY LEASE

ACRES: 6,000 sq. ft.

RED: TRACK LEASE

LENGTH: 120 ft.

ABCD

SUNLANTH ST.

S.P. PETROLEUM PRODUCTS
PIPELINE IS NOT INVOLVED.

Southern Pacific Transportation Company Office of Area Engineer 400 East Tenth Avenue, Tulsa, Arizona 85701	
EAST LINE	
TUCUMCARI	
PROPOSED PROPERTY & TRACK LEASE FOR ATTEBURY GRAIN, INC.	
SCALE 1" = 100'	SUNSET AREA
DRAWN BY G. CHAND BY	VAL. SEC. 31 SHEET 18
ROUTE NO. 2 M.P. 16.86.92	DRAWING NO. A-194
DATE 12-7-87	SHEET NO.
REVISED TO	FILE DRAWER 2-342 242

PRINTED ON GIBCO NO. 7000 CLAMPBURY 9-81

Tucumcari, NM

INDUSTRIAL LEASE

SSW
(ROCK ISLAND)
LEASE
No. 8750

Terminates Lease SSW(RI)-38424

M.P. RIT-1626.92-L

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by and between ST. LOUIS SOUTHWESTERN RAILWAY COMPANY (R.I.)
a corporation, herein called "Railroad," and SAM ATTEBURY
mailing address: Post Office Box 2707, Amarillo, Texas 79105,
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Witnesseth: That Railroad hereby leases to Lessee the premises of Railroad at or near

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shown upon the print of Railroad's Drawing No. A-194, dated December 7, 1981, attached
hereto and made a part hereof,
for the term of one (1) year from the 15th day of August, 1981

upon the following terms and conditions:

1. Railroad reserves for itself, its successors, assigns and licensees, the right to construct, maintain and operate any existing tracks and existing, new and or additional pipe, telegraph, telephone and power transmission lines upon, over and beneath the leased premises.

Lessee hereby acknowledges the title of Railroad to the leased premises, and agrees never to assail or resist said title.

2. Lessee agrees to pay rental at the rate of Nine Hundred Dollars (\$900) per annum, payable annually in advance.

Acceptance by Railroad of rental in advance shall not be construed as a waiver by Railroad of its right to terminate, as hereinafter provided.

Any privilege, sales, gross income or other tax (not including income tax) imposed upon the rentals herein provided to be paid by the Lessee, or upon the Railroad in an amount measured by the rentals received by Railroad, shall be paid by the Lessee, in addition to the amounts set forth herein, whether such imposition of tax be by The United States of America, the state in which the leased premises are located, or any subdivision or municipality thereof.

3. Said premises shall be used by Lessee solely and exclusively for the maintenance and use of Lessee-owned improvements and facilities for the receipt, storage and distribution of grain.

Lessee agrees to comply with all applicable laws and regulations with respect to the use of the leased premises.

If the Lessee does not, within ninety (90) days, commence the use of the leased premises for the purposes herein mentioned, or if the Lessee discontinues such use for a period of ninety (90) days, the Railroad may at its option terminate this lease by giving fifteen (15) days' notice in writing to the Lessee, in which event the provisions of Section 8 hereof, relating to refund of rental, shall apply.

4. Lessee agrees to keep the leased premises and all buildings and structures thereon free from rubbish and in a neat and safe condition and satisfactory to Railroad. Lessee shall maintain, at Lessee's sole cost and expense, in good condition and repair, satisfactory to Railroad, all buildings and structures upon said leased premises, except those owned by the Railroad. The leased premises and buildings and structures thereon shall not be used for displaying signs and notices other than those connected with the business of Lessee contemplated by this lease. Such notices and signs shall be neat and properly maintained. Railroad shall have the right to enter the leased premises at reasonable times to inspect the same.

5. Lessee agrees to pay, before they become delinquent, all taxes and assessments against the leased premises, or which might become a lien thereon, by reason of any buildings, structures or other property, real or personal, on the leased premises (except those owned by Railroad), or by reason of Lessee's activities. Railroad may at its option pay such taxes or assessments, and such payments will be repaid by Lessee on demand.

6. Subject to any lawful charges therefor, Lessee may receive service on 120 feet of any Railroad-owned track upon or immediately adjacent to the leased premises, provided that such use will not interfere with use of the track for railroad purposes. Railroad shall have the right to serve other patrons upon such track or extensions thereof and incident thereto may temporarily remove cars consigned to Lessee on said track without liability to Lessee. Railroad may at any time, in its sole discretion, terminate service to Lessee on such Railroad-owned track. Lessee shall secure the written consent of the owner before requesting service upon any private industrial track.

In the event Lessee desires to use said track for the loading, unloading or storage of gasoline or other flammable liquids with flash point below 80° Fahrenheit, liquified petroleum gases, or anhydrous ammonia, Lessee shall secure written permission of Railroad prior to using said track for any of these purposes. Lessee agrees to comply with Railroad's rules governing. A copy of said rules will be furnished by Railroad to Lessee upon request of Lessee.

The terms of this Section 6 shall not be deemed waived by either party except by written agreement.

8. Either party hereto may terminate this lease upon thirty (30) days' written notice to the other party. In the event of such termination by Railroad, the proportion of rent paid in advance allocable to any period after the termination date shall be refunded to Lessee.

10. Lessee shall not construct, reconstruct or alter structures of any character upon the leased premises without the prior written consent of Railroad. Lessee shall not commence any repairs (except emergency repairs) until fifteen (15) days after written notice to Railroad.

Lessee agrees to arrange and pay for all water, gas, electricity and other utilities used by Lessee on the leased premises direct with the company providing such service.

12. In case the leased premises or any part thereof are in either the State of Arizona or Utah, Lessee will give Railroad and the lessor of Railroad, before allowing any construction, alteration or repair to be done upon the leased premises, a bond satisfactory in form and to be issued by some surety company to be approved by Railroad in a sum equal to the full contract price of such construction, alteration or repair, conditioned that the Lessee shall pay or cause to be paid all contractors, sub-contractors, laborers, operatives and other persons who may labor or furnish labor, materials or tools in the performance of such construction, alteration or repair.

13. ~~ANY~~ respect to any liability for loss, damage, injury or death arising from or incident to the use of the leased premises, each party agrees that it will assume and indemnify and hold harmless the other party against all liability, cost and expense caused by its actions or omissions (or the actions or omissions of its agents, contractors, employees or invitees) or by defective property in its possession, care, custody or control. In the event of any combination of such factors involving both parties, each shall assume and will indemnify and hold harmless the other party against all liability, cost and expense for loss of or damage to property in its possession, care, custody or control, and for injury or death of its agents, contractors, employees or invitees, and any liability to third parties shall be equally divided between the parties hereto. For the purpose of this Section 13, any violation by Lessee of the provisions of Section 6 hereof shall be deemed the sole cause of any loss, damage, injury or death arising therefrom. The provisions of this Section 13 are solely for the benefit of the parties hereto and shall not give rise to a claim or cause of action by or affect the liability of any other person.

The above indemnification shall include the successors, assigns and affiliated companies of Railroad and any other railroad company operating upon Railroad's tracks.

14. In case ~~Railroad shall successfully bring suit~~ ^{of} to compel performance of, or to recover for breach of, any covenant, agreement or condition herein written, ~~Lessee~~ will pay ~~to Railroad~~ reasonable attorney fees in addition to the amount of judgment and costs. ~~the losing party~~

15. In case Lessee shall (except by Railroad) be lawfully deprived of the possession of the leased premises or any part thereof, Lessee shall notify Railroad in writing, setting forth in full the circumstances in relation thereto, whereupon Railroad may, at its option, either install Lessee in possession of the leased premises, or terminate this lease and refund to Lessee the pro rata amount of the rental for the unexpired term of the lease after the receipt of such notice, whereupon no claims for damages of whatsoever kind or character incurred by Lessee by reason of such dispossession shall be chargeable against Railroad.

16. In case Lessee holds over the term of this lease, with the consent of Railroad, such holding over shall be deemed a tenancy from month to month, and upon the same terms and conditions as herein stated.

17. Any notice to be given by Railroad to Lessee hereunder shall be deemed to be properly ~~delivered~~ delivered to Lessee, ~~if~~ deposited in the post office, postpaid, addressed to Lessee at the leased premises or to last known address.

18. Time and specific performance are each of the essence of this lease.

19. Lessee shall not be permitted to sell or hypothecate any of its fixed improvements upon the leased premises without first obtaining Railroad's written consent therefor.

20. Monetary consideration for the use of Railroad's track by Lessee, as specified in Section 6 hereof, is Four Hundred Eighty Dollars (\$480) per annum, which is included in the rental payment specified in Section 2 hereof.

Notwithstanding anything to the contrary herein contained, such consideration may be increased at any time during the life of this lease should Railroad increase its established charge for use of track.

21. That certain lease dated July 29, 1958, between Railroad's corporate predecessor and Farmers Cooperative Association, a corporation, relating to the leasing of Railroad's corporate predecessor's premises at Tucumcari, New Mexico, as more particularly described therein, which lease was assigned to Lewis O. Caton, Calvin C. Hancock and Henry D. Jones, doing business as Elevator Grain Company by agreement effective August 15, 1973, and thereafter assigned to Caton Grain & Elevator Company, a corporation, by agreement effective March 1, 1975, is hereby terminated. (Railroad's Lease SSW(RI)-38424) *SKN*

Lessee hereby warrants that Lessee is the lawful successor to said Caton Grain & Elevator Co. in said lease.

Lessee also hereby warrants that Lessee has acquired all right, title, and interest in and to said Caton Grain & Elevator Co.'s improvements and facilities located upon the leased premises, and assumes all obligations under this lease with respect to said improvements and facilities, including the removal thereof upon the expiration or termination of this lease.

22. Sections 23 to 27, inclusive, on the attached Insert are hereby made parts of this lease.

THIS LEASE shall inure to the benefit of and be binding upon the heirs, administrators, executors, successors and assigns of the parties hereto, but shall not be assigned or subleased by Lessee without the prior written consent of Railroad, which consent will not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have executed this lease in duplicate the day and year first above written.

ST. LOUIS SOUTHWESTERN
RAILROAD RAILWAY CO. (ROCK ISLAND)

By *D. H. [Signature]*
Ass't Regional Manager, Real Estate

WITNESSED BY:

LESSEE *Sam [Signature]*
(Lessee) *EX*

By _____
(Title)

I N S E R T

23. In the event Railroad enters into an agreement with a utility company providing service to Lessee at the leased premises for Lessee's sole use, Lessee shall pay to Railroad a charge of One Hundred Twenty-five Dollars (\$125) upon receipt of bill therefor to partially defray administrative costs.

24. Absence of markers does not constitute a warranty by Railroad of no subsurface installations.

25. Lessee shall, at its expense, comply with all applicable laws, regulations, rules and orders, regardless of when they become or became effective, including without limitation those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality, and furnish satisfactory evidence of such compliance upon request of Railroad.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the leased premises due to Lessee's use and occupancy thereof, Lessee, at its expense, shall be obligated to clean the premises to the satisfaction of Railroad and any governmental body having jurisdiction thereover.

Lessee agrees to indemnify, hold harmless and defend Railroad against all liability, cost and expense (including without limitation any fines, penalties, judgments, litigation costs and attorneys' fees) incurred by Railroad as a result of Lessee's breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution, regardless of whether such liability, cost or expense arises during or after the lease term, unless such liability, cost or expense is proximately caused solely by the active negligence of Railroad.

Lessee shall pay all amounts due Railroad under this section, as additional rent, within ten (10) days after any such amounts become due.

26. Notwithstanding anything to the contrary above or elsewhere in this lease, if improvements on the leased premises other than those which are owned by Railroad are not removed and premises restored prior to termination date, either by Lessee or by Railroad at Lessee's expense, then this lease, with all terms contained herein, including the payment of rental, may, at Railroad's option, remain in effect until improvements are removed and premises restored.

27. Should this lease continue in effect after the term herein provided, Railroad, without prior notice to Lessee, shall revise the rental then in effect based on the "CPI Factor," which is defined herein as that percentage of adjustment or fluctuation to the nearest one-tenth of one percent established during the twelve-month period immediately preceding the date the revised rental is to commence, as stated in the Consumer Price Index, Urban Wage Earners and Clerical Workers, U. S. City Average, All Items (1967 = 100), published by the United States Department of Labor, Bureau of Labor Statistics, or any successor or substitute index published as a replacement for that Index by said Department or by any other United States governmental agency. Such rental shall be automatically revised on the date immediately following the expiration date of the term of this lease, or any extensions thereto, and on the same date each year thereafter, unless the rental is subsequently increased for any reason during the twelve-month period immediately preceding the anniversary date of the last CPI-based revision, in which case the next CPI-based revision may be deferred to the next anniversary date where no intervening rental increase occurred within said twelve-month period. If, for any reason, the rental is not revised at such time as herein specified, the rental shall continue to be subject to revision by Railroad without prior notice to Lessee and, when so revised, may be retroactive to the date the revised rental should have become effective.

Notwithstanding the above, Railroad may, at any time upon thirty (30) days' written notice to Lessee, revise the rental then in effect based upon the fair rental value of the premises at the time of such revision.

Nothing in this section shall be construed as extending the term of this lease or as waiving in any way Railroad's statutory right to terminate at any time after the expiration of the term hereof.

A - 194

SD RIGHT OF WAY LINE

TRK NO 7

TRK NO 8

TRK NO 3

TRK NO 2

TRK NO 1

EL PASO

Signal line

TRK NO 16

MAIN TRACK

for cooperative grain storage bins

KANSAS CITY

SD RIGHT OF WAY LINE

LEGEND

PROPERTY LEASE

ACRES: 6,000 sq. ft.

TRK TRACK LEASE

LENGTH: 120 ft.

ALBIO

SEVENTH ST.

W.C.

S.P. PETROLEUM PRODUCTS
PIPELINE IS NOT INVOLVED.

PRINTED ON DESK NO. 10000 CLEARPRINT 6-81

Southern Pacific
Transportation Company

400 East Tenth Avenue, Tucson, Arizona 85701

OFFICE OF AREA ENGINEER

EAST LINE

TUCUMCARI

PROPOSED PROPERTY & TRACK
LEASE FOR ATTEBURY GRAIN, INC.

SCALE 1" = 100'	SUBSET AREA
DRAWN BY C. CHYND BY	VAL. SEC. 31 SHEET 10
ROUTE NO. 2 M.P. 16.26, 32	DRAWING NO. 4 - 194
DATE 12-7-81	SHEET NO.
REVISED TO	FILE DRAWER 2-3726 MC

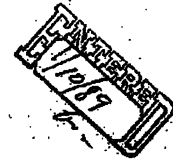
Southern Pacific

Transportation Company

4098 McKen, Suite 600
Dallas, Texas 75244

FILE COPY

8750N
0400404
January 5, 1989



Sam Attebury
3906 Bell
Amarillo, TX 79109

Dear Mr. Attebury:

Reference is made to Lease Audit Number 8750N dated April 5, 1982 covering use of St. Louis Southwestern Railway Company property at Tucumcari, New Mexico.

Rental under this agreement is subject to revision based upon the fair market value of the property. Therefore, this letter is to advise that rental is hereby increased to \$1,500 per annum effective August 15, 1989. All other terms and conditions of the lease shall remain in full force and effect.

By copy of this letter, I am instructing our auditor to render bills accordingly. However, in the event our auditor's records are not corrected before the effective date designated above and you receive a bill indicating the old rental rate, please disregard and remit your rental payment at the new rate quoted above. This letter should be filed with your counterpart of the lease and considered as modification of rental.

Should you have any questions, please contact Kathy Harlan of my staff at (214) 770-4318.

Sincerely, KAH

JAN 5 - 1989

Jerry Baumbach
Regional Director

KAH/bd

bcc: Mr. S. Jackovich - San Francisco
Please file this letter with auditor's counterpart of above referenced lease.