



## LEASE SUPPLEMENT AGREEMENT

This Lease Supplement Agreement made as of this 31 day of March, 1987, by and between the Board of Trustees of the Galveston Wharves, a separate utility of the City of Galveston (hereinafter referred to as "Lessor"), and Union Equity Co-operative Exchange, an Oklahoma Corporation (hereinafter referred to as "Lessee").

WHEREAS, Lessee succeeded to the leasehold interest of FAR-MAR-CO, Inc., a Kansas corporation, and Farmland Industries, Inc., a Kansas corporation, in and to that certain leasehold interest in and to certain land and improvements, including a grain elevator owned by Lessor, pursuant to a Purchase and Sale Agreement dated May 31, 1985; such leasehold interest being more particularly described in a Lease Agreement between Lessor and Farmer's Export Company dated April 26, 1977, as amended by a Supplemental Lease Agreement dated July 6, 1982, (the "Lease"); and

WHEREAS, Paragraph XIX of the Lease provides in part that Lessee shall have the right to fix and to levy dockage for ships and barges handling bulk commodities at the leased premises and that Lessee shall collect such fees and shall pay to Lessor quarterly, within thirty (30) days after the close of each quarter of the initial and any renewal term of the Lease, a sum equal to 75% of such fees collected by Lessee; and

WHEREAS, Lessor and Lessee are desirous of entering into a Lease Supplement Agreement under the terms and conditions hereinafter enumerated, changing the percentage of dockage fees provided in said Lease to be paid to Lessor from 75% to 25%; for the time hereinafter indicated;

NOW, THEREFORE, the parties mutually agree as follows:

## I.

From the effective date of this agreement until cancelled as hereinafter provided, Lessee shall pay to Lessor a sum equal to 25% of dockage fees collected by Lessee pursuant to Paragraph XIX of the Lease.

## II.

This agreement shall not be subject to cancellation by either party hereto for the first 60 days of the term of this agreement. However, this agreement may be cancelled by either party thereafter effective 60 days from the date that one party

gives to the other written notice of cancellation, as hereinafter provided.

### III.

It is mutually understood and agreed that this Agreement, shall be submitted by Lessor to the Federal Maritime Commission (the "Commission"), pursuant to Section 5, Shipping Act, 1984 (46 U.S.C. app. 1704). If the Commission by notice does not permit this Agreement to become effective, the Agreement shall be null and void and of no further force or effect and no part of any said Agreement shall be carried out, directly or indirectly, prior to the date. This Agreement shall be effective on the date the Commission by notice specifies the effective date of this Agreement, pursuant to Section 6 of the Shipping Act of 1984.

### IV.

All notices to be given hereunder by Lessor shall be in writing and shall be deemed to be properly given if sent by United States registered or certified mail, postage pre-paid, addressed to:

Mr. W. R. Allen, Jr.  
President and Chief Executive Officer  
Union Equity Co-operative Exchange  
Box 3408  
Enid, Oklahoma 73702

And if any such notice is to be given by Lessee, it shall be likewise given, but to:

Mr. Douglas Marchand  
General Manager and  
Port Director  
Board of Trustees of the  
Galveston Wharves  
123 Rosenberg, 8th Floor  
Galveston, Texas 77550

In witness whereof, Lessor has caused this agreement to be executed in its name and on its behalf by its General Manager and Port Director; and Lessee has caused this agreement to be executed in its name and on its behalf by its Ueco President Port Operations, both as of the day and year first above written.

The Board of Trustees of the  
Galveston Wharves

By: *Douglas Marchand*  
Douglas Marchand  
General Manager-Port Director

ATTEST:

*[Signature]*  
Assistant Secretary

Union Equity Co-operative  
Exchange

By: *Wayne Slovacek*  
Wayne Slovacek  
Vice President Port Operations

ATTEST:

*Jerry H. Pucci*  
Secretary