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STATE OF TEXAS:

COUNTY OF GALVESTON:

SUPPLEMENTAL LEASE AGREEMENT

This Supplemental Lease Agreement made as of this 22nd day of January, 1991, 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 March 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, and by a Lease Supplemental Agreement dated March 31, 1987, and by a Supplemental Lease Agreement dated March 20, 1990, (the "Lease"); and

WHEREAS, Lessor and Lessee are desirous of entering into a Lease Supplemental Agreement under the terms and conditions hereinafter enumerated, changing the percentage of dockage fees provided in the Lease Supplemental Agreement of March 31, 1987, so that the percentage of dockage fees be paid to the Lessor are to be increased from 25% to 50%;



NOW, THEREFORE, the parties mutually agree as follows:

I.

In accordance with Paragraph 19 of the Lease Agreement dated April 26, 1977, Lessee shall collect the dockage fees and pay to Lessor 50% of such fees collected by Lessee.

II.

It is agreed that the provisions of the Supplemental Lease Agreement dated March 31, 1987, are null and void.

III.

It is understood and agreed that this Supplemental Lease Agreement shall be submitted by Lessor to the Federal Maritime Commission pursuant to Sect. 5 of the Shipping Act, 1984 (46 U.S.C. 1704). The effective date of this Agreement shall be the date that the Commission by notice specifies the effective date of this Agreement. If the Commission does not permit the Supplemental Lease Agreement to be effective, this Supplemental Lease Agreement shall be null and void and of no further force or effect and no part of this Supplemental Lease Agreement shall be carried out, directly or indirectly prior to that date. This Supplemental Lease Agreement shall become effective when specified above and shall continue in force during the term of the lease, and any and all extensions or renewals thereof, unless hereinafter modified or amended.

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. Jerry Price
Vice President of Elevator Operations
Union Equity Co-Operative Exchange
P. O. Box 68
Deer Park, Texas 77536

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

Mr. Douglas Marchand
General Manager and Port Director
Board of Trustees of the Galveston Wharves
123 Rosenberg, 8th Floor
P. O. Box 328
Galveston, Texas 77553

In witness whereof, Lessor has caused this Supplemental Lease 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 Vice President of Elevator Operations, both as of the day and year first above written.

BOARD OF TRUSTEES OF THE GALVESTON
WHARVES

By: Douglas Marchand
Douglas Marchand

ATTEST:

[Signature]
Secretary

UNION EQUITY CO-OPERATIVE EXCHANGE

By: Jerry Price
Jerry Price

ATTEST:

Judith L. Wesley