

MAY 28 1970 - 2 25 AM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL AGREEMENT dated as of April 1, 1970, among General Steel Industries, Inc., a Delaware corporation (hereinafter called the Builder), The Chase Manhattan Bank (National Association), a New York corporation (hereinafter called the Assignee), as Agent under an Agreement dated as of April 1, 1970, and Burlington Northern Inc., a Delaware corporation (hereinafter called the Railroad).

WHEREAS the Builder and the Railroad have entered into a Conditional Sale Agreement dated as of April 1, 1970 (hereinafter called the Conditional Sale Agreement), pursuant to which the Builder agreed to construct, sell and deliver to the Railroad, and the Railroad agreed to purchase, the railroad equipment (hereinafter called the Equipment) described in Schedule B to the Conditional Sale Agreement;

WHEREAS the Builder has assigned certain of its rights under the Conditional Sale Agreement and its right, title and interest in the Equipment to the Assignee pursuant to an Agreement and Assignment dated as of April 1, 1970 (hereinafter called the Assignment), between the Builder and the Assignee;

WHEREAS the Conditional Sale Agreement and the Assignment were recorded with the Interstate Commerce Commis-

sion in accordance with Section 20c of the Interstate Commerce Act on April 20, 1970, at 10:00 a.m., Recordation No. 5680; and

WHEREAS the parties hereto now desire to amend the Conditional Sale Agreement to correct in certain respects the description of the Equipment contained in Schedule B thereto;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

1. Schedule B to the Conditional Sale Agreement is hereby amended by changing the description set forth under the word "Type" to read as follows: 90-ton, 53' 6" bulkhead flat cars.

2. The Assignment is hereby amended to permit the aforesaid amendment to the Conditional Sale Agreement as though originally set forth in the Conditional Sale Agreement.

3. The Railroad will promptly cause this Supplemental Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

4. Except as amended hereby, the Conditional Sale Agreement and the Assignment shall remain unaltered

and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by their respective officers thereunto duly authorized, and their respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

GENERAL STEEL INDUSTRIES, INC.,

by

J.S. Desloge
Vice President

[Corporate Seal]

Attest:

G.C. Hodge
Secretary

BURLINGTON NORTHERN INC.,

by

Anthony Kane
~~Vice President, Finance~~
Vice President-Law

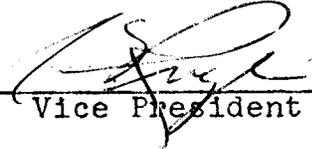
[Corporate Seal]

Attest:

G. Stumwald
Assistant Secretary

THE CHASE MANHATTAN BANK
(National Association), as Agent,

by



Vice President

[Corporate Seal]

Attest:



Corporate Trust Officer

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this 21st day of May 1970, before me personally appeared C. F. RUGE , to me personally known, who, being by my duly sworn, says that he is a Vice President of The Chase Manhattan Bank (National Association), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]


Notary Public

JOAN M. COSENZA
Notary Public, State of New York
No. 24-58270-D
Qualified in Kings County
Certificate filed with New York Co. Clerk
Commission Expires March 30, 1972