

No. 10075

REGISTRATION NO. 57-38 Filed & Recorded

SEP 14 1970 11 20 PM

INTERSTATE COMMERCE COMMISSION

FIRST AMENDMENT TO LEASE OF RAILROAD EQUIPMENT

THIS AMENDMENT TO LEASE OF RAILROAD EQUIPMENT dated as of July 1, 1970, between UNITED STATES LEASING INTERNATIONAL, INC., a California corporation (the "Lessor") and BAY STATE MILLING COMPANY, a Minnesota corporation (the "Lessee");

W I T N E S S E T H :

WHEREAS, the Lessor and the Lessee have heretofore executed and delivered that certain Lease of Railroad Equipment dated as of May 21, 1970 (the "Lease") providing for the lease thereunder by the Lessor to the Lessee of certain railroad equipment more fully described in Schedules 1-A, 1-B and 1-C attached to the Lease; and

WHEREAS, the Lease was filed for record with the Secretary of the Interstate Commerce Commission on June 2, 1970 and was assigned recordation number 57-38; and

WHEREAS, the Lessor and the Lessee desire to amend the Lease as hereinafter set forth:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt hereof is hereby acknowledged, the Lessor and the Lessee hereby covenant and agree that the Lease shall be deemed to be and it is hereby amended as follows:

1. Section 2.3 of the Lease is deleted in its entirety and the following is hereby substituted in lieu thereof:

"2.3. Place of Rent Payment.

All payments provided for in this Lease to be made to the Lessor shall be made to the Lessor at 76 William Street, New York, New York 10005, or at such other place as the Lessor, or its assigns pursuant to Section 16 hereof shall specify in writing."

2. Section 7 of the Lease is deleted in its entirety and the following is hereby substituted in lieu thereof:

"SECTION 7. RULES, LAWS AND REGULATIONS.

The Lessee agrees to comply with all governmental laws, regulations, requirements and rules (including the rules of the Interstate Commerce Commission and the current Interchange Rules and supplements thereto of the Mechanical Division Association of American Railroads) with respect to the use, maintenance and operation of each Item of Equipment subject to this Lease.

Where any governmental law, regulation, requirement or rule imposes obligations on the Lessor by reason of its ownership of the Equipment or reporting marks with respect thereto or the registration of the Equipment in the name of the Lessor or for any other reason whatsoever in connection with this Lease, the Lessee shall file all reports, supply all information and take any and all action in order that such obligations imposed on the Lessor are satisfied; and the Lessor hereby appoints the Lessee agent and attorney-in-fact during the term of this Lease to file any such reports and take such other action which may be required to the Lessor in relation to the foregoing matters. In case any equipment or appliance on any such Item of Equipment shall be required to be changed or replaced, or in case any additional or other equipment or appliance is required to be installed on such Item of Equipment in order to comply with such laws, regulations, requirements and rules, the Lessee agrees to make such changes, additions and replacements, at the Lessee's sole cost and expense."

3. Section 22 of the Lease is deleted in its entirety and the following is hereby substituted in lieu thereof:

"SECTION 22. LAW GOVERNING

This Lease shall be construed in accordance with the laws of New York; provided, however, that the parties shall be entitled to all rights conferred by any applicable federal statute, rule or regulation."

4. Exhibit 1 attached to the Lease is hereby replaced by the Exhibit 1 attached hereto.

Whenever in any certificate, letter, notice or other instrument reference is made to the Lease, such reference without more shall include reference to this Amendment.

Except to the extent hereby amended or modified, the Lease is in all respects ratified, confirmed and approved.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by their respective officers thereunto duly authorized and their corporate seals to be hereto affixed as of the day and year first above written.

LESSOR

(CORPORATE SEAL)

UNITED STATES LEASING
INTERNATIONAL, INC.

Attest:


Assistant Secretary

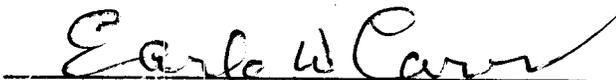
By 
Senior Vice President

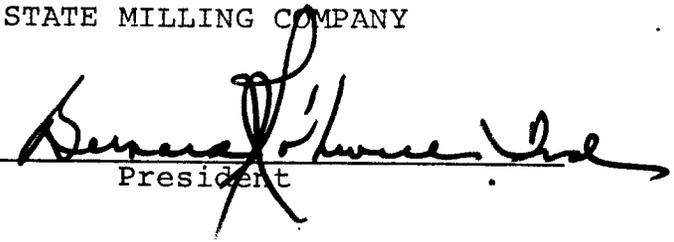
LESSEE

(CORPORATE SEAL)

BAY STATE MILLING COMPANY

Attest:


Secretary

By 
President

John Felix LaSpina
Notary Public

My Commission Expires March 31, 1975

CERTIFICATE OF ACCEPTANCE NO. _____
UNDER
BAY STATE MILLING COMPANY EQUIPMENT LEASE
dated May 21, 1970

TO: UNITED STATES LEASING INTERNATIONAL, INC.

I, duly appointed inspector and authorized representative of Bay State Milling Company ("Lessee") for the purpose of the Agreement to Acquire and Lease and the Equipment Lease, both dated May 21, 1970 between United States Leasing International, Inc., as Lessor, and the Lessee, do hereby certify that I have inspected, received, approved and accepted delivery on behalf of Lessee and under said Agreement and Lease, of the following pieces of Equipment:

TYPE OF EQUIPMENT:

PLACE ACCEPTED:

DATE ACCEPTED:

NUMBER OF UNITS:

NUMBERED:

I do further certify that the foregoing Equipment is that which was selected and ordered by Lessee, has been delivered in good order and condition, and insofar as Lessee is concerned conforms to the specifications applicable thereto and to all applicable Interstate Commerce Commission requirements and specifications and that each Item has been marked in accordance with Section 4.2 of the Lease.

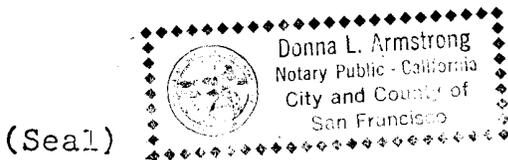
The execution of this certificate will in no way relieve or decrease the responsibility of the Manufacturer of the Equipment for any warranties it has made with respect to the Equipment.

DATED: _____, 19__.

Inspector and Authorized
Representative of
Bay State Milling Company

STATE OF CALIFORNIA)
)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

On this 4 day of August, 1970, before me personally appeared Douglas Kay, to me personally known, who being by me duly sworn, says that he is the Senior Vice President of UNITED STATES LEASING INTERNATIONAL, INC., 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.



Donna L. Armstrong

My commission expires:
My Commission Expires November 3, 1970

STATE OF MASSACHUSETTS)
)
) ss.
COUNTY OF SUFFOLK)

On this 24 day of August, 1970, before me personally appeared Bernard Rothwell, to me personally known, who being by me duly sworn, says that he is the President of BAY STATE MILLING COMPANY, 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.

(Seal)

John Felix LaSpina

My commission expires:

My Commission Expires March 31, 1975

SCHEDULE 1 - A

MANUFACTURER:	General American Transportation Corporation
DESCRIPTION OF EQUIPMENT:	10 airslide cars
CAR NUMBERS:	BSMX 47068 to BSMX 47077, both inclusive
PRICE:	\$15,250.00 per unit
TOTAL PRICE:	\$152,500.00
OUTSIDE DELIVERY DATE:	September 30, 1970
DELIVER TO:	Bay State Milling Company, as designated
RENT PERIOD:	12 years commencing with the first rent payment date
PERIODIC RENT:	48 quarterly installments, in advance, in the amount of \$611.83 per car or an aggregate of \$6,118.30 for the 10 cars

In the event the price of any Items covered by this Schedule is greater or less than the amount shown above, the rentals of such Item shall be ratably increased or reduced.

LESSEE: Bay State Milling Company

SCHEDULE 1 - B

MANUFACTURER: American Car and Foundry Company

DESCRIPTION OF EQUIPMENT: 10 20 airslide cars

CAR NUMBERS: BSMX 1 to BSMX 20,
both inclusive 1, 2, 3, 4, 5, 6, 13, 14, 17, 18

PRICE: \$18,900.00 per unit

TOTAL PRICE: \$378,000.00

OUTSIDE DELIVERY DATE: September 30, 1970

DELIVER TO: Bay State Milling Company,
as designated

RENT PERIOD: 12 years commencing with the
first rent payment date

PERIODIC RENT: 48 quarterly installments, in
advance, in the amount of \$758.27
per car or an aggregate of \$15,165.40
for the 20 cars

In the event the price of any Items covered by this Schedule is greater or less than the amount shown above, the rentals of such Item shall be ratably increased or reduced.

LESSEE: Bay State Milling Company

SCHEDULE 1 - C

MANUFACTURER: General American Transportation Corporation

DESCRIPTION OF EQUIPMENT: 15 airslide cars

CAR NUMBERS: BSMX 47078 to BSMX 47092
both inclusive

PRICE: \$15,250.00 per unit

TOTAL PRICE: \$228,750.00

OUTSIDE DELIVERY DATE: September 30, 1970

DELIVER TO: Bay State Milling Company,
as designated

RENT PERIOD: 12 years commencing with the
first rent payment date

PERIODIC RENT: 48 quarterly installments, in
advance, in the amount of \$611.83
per car or an aggregate of
\$9,177.45 for the 15 cars.

In the event the price of any Items covered by this Schedule is greater or less than the amount shown above, the rentals of such Item shall be ratably increased or reduced.

LESSEE: Bay State Milling Company