

RECORDATION NO. _____

5738-B

Filed & Recorded

APR 17 1974 - 10 40 AM

INTERSTATE COMMERCE COMMISSION

SECOND AMENDMENT OF LEASE OF RAILROAD EQUIPMENT

Re:

BAY STATE MILLING COMPANY

THIS AMENDMENT TO LEASE OF RAILROAD EQUIPMENT dated as of April 2, 1974 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 5738; and

WHEREAS, the Lessor and Lessee have heretofore executed and delivered that certain First Amendment to the Lessee (the "First Amendment") dated as of July 1, 1970; and

WHEREAS, the First Amendment was filed with the Secretary of the Interstate Commerce Commission on September 14, 1970 and was assigned recordation number 5738-A; 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. The following words in line 4 of Section 2.2 of the Lease are hereby deleted, "BSMX 1 to BSMX 20, both inclusive, constitute Group 2" and following words inserted therefor "BSMX 1, 2, 3, 4, 5, 6, 13, 16, 17 and 18, constitute Group 2".

2. Schedule 1-B of the Lease is hereby amended as follows:

a) Description of Equipment is hereby amended to read "10 airslide cars":

b) Car Numbers are hereby amended to read "BSMX 1, 2, 3, 4, 5, 6, 13, 16, 17 and 18":

c) Periodic Rent is hereby amended to read "48 quarterly installments, in advance, in the amount of \$758.27 per car or an aggregate of \$7,582.70 for the 10 cars".

Except as hereby amended all other terms and conditions of the Lease and First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second 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

UNITED STATES LEASING
INTERNATIONAL, INC.

Attest:

Janne L. Miller
Assistant Secretary

BY [Signature]
Vice-President

LESSEE

BAY STATE MILLING COMPANY

Attest:

Thomas H. Kraut
Secretary

By [Signature]
Vice-President

Dated

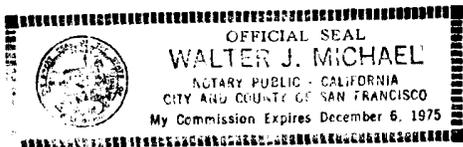
Consented and agreed to
this 11th day of April, 1974

U.S. STEEL LEASING CO., INC.

By [Signature]
Its Assistant Treasurer

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

On this 4th day of April, 1974, before me personally appeared Peter Mezey, to me personally known, who being by me duly sworn, says that he is a 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; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



[Signature]

COMMONWEALTH OF)
MASSACHUSETTS) SS.
COUNTY OF SUFFOLK)

On this 9th day of APRIL, 1974, before me personally appeared A. H. SURPLUS, to me personally known, who being by me duly sworn, says that he is the VICE 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.

[Signature]

MY COMMISSION EXPIRES MARCH 6, 1975

STATE OF NEW YORK)
COUNTY OF NEW YORK)

On this 11th day of APRIL, 1974, before me personally appeared S L BRADY, to me personally known, who being by me duly sworn, says that he is the ASST TREASURER of U.S. STEEL LEASING CO., 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.

Marie T. Gollinello

MARIE T. GOLLINELLO
Notary Public, State of New York
No. 24-9821567
Qualified in Kings County
Commission Expires March 30, 1976

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, 16, 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