

5832-a

FIRST AMENDMENT OF ASSIGNMENT OF RECORDATION NO. _____
LEASE AND GRANT OF SECURITY INTEREST APR 17 1974 -10 40 AM

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT TO ASSIGNMENT OF LEASE AND GRANT OF SECURITY INTEREST dated as of April 2, 1974, between UNITED STATES LEASING INTERNATIONAL, INC., ("USLI") and U.S. STEEL LEASING, CO., INC. ("Assignee");

W I T N E S S E T H

WHEREAS, USLI and Assignee have heretofore executed and delivered that certain Assignment of Lease and Grant of Security Interest dated as of August 31, 1970 (the "Assignment") providing for the assignment thereunder by USLI to the Assignee of the Assigned Rent (as defined in the Assignment) and all other sums due or to become due under that certain Lease of Railroad Equipment (the "Lease") dated as of May 21, 1970 between USLI as Lessor and Bay State Milling Company as Lessee recorded with the Interstate Commerce Commission and assigned recordation number 5738 together with Schedule Nos. 1-A, 1-B and 1-C between the same parties, and together with all amendments and renewals thereof, including, all of USLI's right, title and interest in the Lease and in the rent and in and to all monies due or to become due and payable as a part thereof, with full power and authority to collect, receive and accept all payments thereunder, and to enforce and take all legal proceedings in connection therewith; and

WHEREAS, USLI assigned to Assignee a Security Interest in the Leased Equipment (as defined in the Assignment); and

WHEREAS, the Assignment was filed for record with the Secretary of the Interstate Commerce Commission on September 18, 1970 and was assigned recordation number 5832; and

WHEREAS, USLI and the Assignee desire to amend the Assignment as hereinafter set forth:

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

1) Section 1.(c)(ii), the figure, "\$15,165.40" is hereby deleted and the figure "\$7,582.70" is inserted thereunder.

2) Section 1.(d)ii) is hereby deleted and the following language is inserted thereunder, "10 steel center flow cars Nos. BSMX 1, 2, 3, 4, 5, 6, 13, 16, 17 and 18."

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

IN WITNESSETH 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.

UNITED STATES LEASING
INTERNATIONAL, INC.

Attest:

Joanne L. Meier
Assistant Secretary

By

Peter Meyer
Vice President

U.S. STEEL LEASING CO., INC.

Attest:

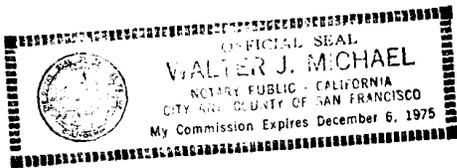
[Signature]
Asst. Secretary

By

[Signature]
Vice President

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.



Walter J. Michael

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS.

On this 11th day of April, 1974, before me personally appeared W. E. LEWELLEN, to me personally known, who being by me duly sworn, says that he is the VICE PRESIDENT 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