

THIS SECOND AMENDMENT TO CONDITIONAL SALE AGREEMENT, dated as of January 20, 1972 among PULLMAN INCORPORATED (Pullman-Standard Division) (the "Manufacturer"), TRUST COMPANY FOR USL, INC., an Illinois corporation, not in its general corporate capacity but solely as Trustee (the "Trustee") under Trust Agreement dated as of September 1, 1971 (the "Trust Agreement"), UNITED STATES LEASING INTERNATIONAL, INC., a California corporation, as Agent for the Trustee (the "Agent") and BESSEMER AND LAKE ERIE RAILROAD COMPANY, a Pennsylvania corporation (the "Guarantor");

RECORDATION NO. 6345-2

JAN 31 1972 - 12 40 PM

W I T N E S S E T H:

WHEREAS, the Manufacturer, the Trustee, ~~INTERSTATE~~ Agent and the Guarantor have heretofore executed and delivered that certain Conditional Sale Agreement dated as of September 1, 1971 and that certain First Amendment to Conditional Sale Agreement dated as of November 1, 1971, providing for the sale thereunder by the Manufacturer to the Trustee of certain hopper cars more fully described in Schedules A-1 through A-11 attached to said Conditional Sale Agreement;

WHEREAS, the said Conditional Sale Agreement was filed for record in the Office of the Secretary of the Interstate Commerce Commission on October 8, 1971 and has been assigned Recordation No. 6345 and said First Amendment to Conditional Sale Agreement was filed for record in such Office on November 30, 1971 and has been assigned Recordation No. 6345-A, both of which instruments are hereinafter collectively referred to as the "Conditional Sale Agreement"; and

WHEREAS, the Manufacturer, the Trustee, the Agent and the Guarantor desire to amend the Conditional Sale Agreement as hereinafter set forth:

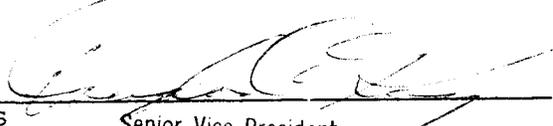
NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Manufacturer, the Trustee, the Agent and the Guarantor hereby covenant and agree:

1. Paragraphs (a) and (b) of Section 3.3 of the Conditional Sale Agreement shall be deemed to be and it is hereby amended to read in entirety as follows:

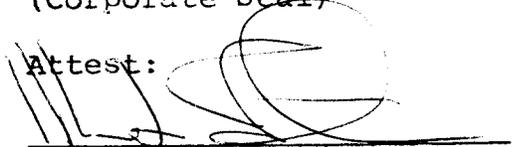
"(a) on the Closing Date for each respective Item of Equipment the portion of the purchase price thereof as follows:

- (i) 23.862% of the purchase price of each Item of Equipment shown on Schedules A-1 and A-2 attached hereto,
- (ii) 23.835% of the purchase price of each Item of Equipment shown on Schedules A-3, A-4 and A-5 attached hereto, and
- (iii) 23.809% of the purchase price of each Item of Equipment shown on Schedules A-6 through A-11 attached hereto.

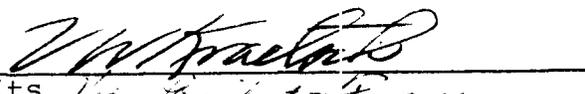
UNITED STATES LEASING  
INTERNATIONAL, INC.

By   
Its Senior Vice President

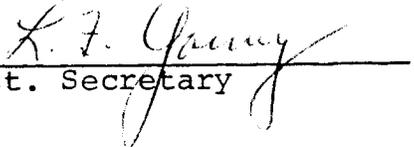
(Corporate Seal)

Attest:   
Asst. Secretary

BESSEMER AND LAKE ERIE  
RAILROAD COMPANY

By   
Its Vice President - Finance

(Corporate Seal)

Attest:   
Asst. Secretary

SCHEDULE A-1  
(to Conditional Sale Agreement)

MANUFACTURER: PULLMAN INCORPORATED  
( Pullman-Standard Division )

DESCRIPTION OF EQUIPMENT: 52 new self-clearing, center dump  
hopper cars, 100-ton capacity

ROAD NUMBERS: B & LE Nos. 98402 to 98453, both  
inclusive

PRICE: \$23,263.52 per unit

TOTAL PRICE: \$1,209,703.04 for all 52 units

OUTSIDE DELIVERY DATE: March 31, 1972

DELIVER TO: Bessemer and Lake Erie Railroad  
Company, as designated by the  
railroad

RENT PERIOD: Eighteen years, commencing with  
the first installment of Periodic  
Rent

PERIODIC RENT: 72 quarterly payments, in advance  
of \$481.74 each, per Item of  
Equipment, or an aggregate of  
\$25,050.48 for all 52 units

ANNUAL RENEWAL: None

TRUSTOR: First National Bank of Minneapolis

LESSEE: Bessemer and Lake Erie Railroad Company - Trust No. 3

ASSIGNEE OF MANUFACTURER: Country Life Insurance Company

SCHEDULE A-2  
(to Conditional Sale Agreement)

MANUFACTURER: PULLMAN INCORPORATED  
( Pullman-Standard Division )

DESCRIPTION OF EQUIPMENT: 85 new self-clearing, center dump  
hopper cars, 100-ton capacity

ROAD NUMBERS: B & LE Nos. 98454 to 98538, both  
inclusive

PRICE: \$23,263.52 per unit

TOTAL PRICE: \$1,977,399.20 for all 85 units

OUTSIDE DELIVERY DATE: March 31, 1972

DELIVER TO: Bessemer and Lake Erie Railroad  
Company, as designated by the  
railroad

RENT PERIOD: Eighteen years, commencing with  
the first installment of Periodic  
Rent

PERIODIC RENT: 72 quarterly payments, in advance,  
of \$481.74 each, per Item of  
Equipment, or an aggregate of  
\$40,947.90 for all 85 units

ANNUAL RENEWAL: None

TRUSTOR: First National Bank of Minneapolis

LESSEE: Bessemer and Lake Erie Railroad Company -- Trust No. 3

ASSIGNEE OF MANUFACTURER: Los Angeles County Employees Retirement  
Association

SCHEDULE A-3  
(to Conditional Sale Agreement)

MANUFACTURER: PULLMAN INCORPORATED  
( Pullman-Standard Division )

DESCRIPTION OF EQUIPMENT: 158 new self-clearing, center dump  
hopper cars, 100-ton capacity

ROAD NUMBERS: B & LE Nos. 98539 to 98696, both  
inclusive

PRICE: \$23,263.52 per unit

TOTAL PRICE: \$3,675,636.16 for all 158 units

OUTSIDE DELIVERY DATE: March 31, 1972

DELIVER TO: Bessemer and Lake Erie Railroad  
Company, as designated by the  
railroad

RENT PERIOD: Eighteen years, commencing with  
the first installment of Periodic  
Rent

PERIODIC RENT: 72 quarterly payments, in advance  
of \$481.74 each, per Item of  
Equipment, or an aggregate of  
\$76,114.92 for all 158 units.

ANNUAL RENEWAL: None

TRUSTOR: First National Bank of Minneapolis  
LESSEE: Bessemer and Lake Erie Railroad Company - Trust #3  
ASSIGNEE OF MANUFACTURER: Liberty Mutual Insurance Company

SCHEDULE A-4  
(to Conditional Sale Agreement)

MANUFACTURER: PULLMAN INCORPORATED  
( Pullman-Standard Division )

DESCRIPTION OF EQUIPMENT: 5 new self-clearing, center dump  
hopper cars, 100-ton capacity

ROAD NUMBERS: B & LE Nos. 98697 to 98701, both  
inclusive

PRICE: \$23,263.52 per unit

TOTAL PRICE: \$116,317.60 for all 5 units

OUTSIDE DELIVERY DATE: March 31, 1972

DELIVER TO: Bessemer and Lake Erie Railroad  
Company, as designated by the  
railroad

RENT PERIOD: Eighteen years, commencing with  
the first installment of Periodic  
Rent

PERIODIC RENT: 72 quarterly payments, in advance  
of \$481.74 each, per Item of  
Equipment, or an aggregate of  
\$2,408.70 for all 5 units

ANNUAL RENEWAL: None

TRUSTOR: First National Bank of Minneapolis  
LESSEE: Bessemer and Lake Erie Railroad Company - Trust #3  
ASSIGNEE OF THE MANUFACTURER: Liberty Life Assurance Company of Boston

SCHEDULE A-5  
(to Conditional Sale Agreement)

MANUFACTURER: PULLMAN INCORPORATED  
( Pullman- Standard Division )

DESCRIPTION OF EQUIPMENT: 79 new self-clearing, center dump  
hopper cars, 100-ton capacity

ROAD NUMBERS: B and LE Nos. 98702 to 98780 , both  
inclusive.

PRICE: \$23,263.52 per unit

TOTAL PRICE: \$1,837,818.08 for all 79 units

OUTSIDE DELIVERY DATE: March 31, 1972

DELIVER TO: Bessemer and Lake Erie Railroad  
Company, as designated by the  
railroad

RENT PERIOD: Eighteen years, commencing with  
the first installment of Periodic  
Rent

PERIODIC RENT: 72 quarterly payments, in advance  
of \$481.74 each, per item of  
Equipment, or an aggregate of  
\$38,057.46 for all 79 units

ANNUAL RENEWAL: None

TRUSTOR: First National Bank of Minneapolis

LESSEE: Bessemer and Lake Erie Railroad Company - Trust #3

ASSIGNEE OF MANUFACTURER: State Farm Life Insurance Company

SCHEDULE A-6  
(to Conditional Sale Agreement)

MANUFACTURER: PULLMAN INCORPORATED  
( Pullman-Standard Division)

DESCRIPTION OF EQUIPMENT: 52 new self-clearing, center dump  
hopper cars, 100-ton capacity

ROAD NUMBERS: B&LE Nos. 98781 to 98832, both inclusive

PRICE: \$23,263.52 per unit

TOTAL PRICE: \$1,209,703.04 for all 52 units

OUTSIDE DELIVERY DATE: March 31, 1972

DELIVER TO: Bessemer and Lake Erie Railroad  
Company, as designated by the  
railroad

RENT PERIOD: Eighteen years, commencing with  
the first installment of Periodic  
Rent

PERIODIC RENT: 72 quarterly payments, in advance  
of \$481.74 each, per Item of  
Equipment, or an aggregate of  
\$25,050.48 for all 52 units.

ANNUAL RENEWAL: None

TRUSTOR: First National Bank of Minneapolis  
LESSEE: Bessemer and Lake Erie Railroad Company - Trust No. 3  
ASSIGNEE OF MANUFACTURER: The Philadelphia Saving Fund Society

SCHEDULE A-7  
(to Conditional Sale Agreement)

MANUFACTURER: PULLMAN INCORPORATED  
( Pullman-Standard Division)

DESCRIPTION OF EQUIPMENT: 39 new self-clearing, center dump  
hopper cars, 100-ton capacity

ROAD NUMBERS: B&LE Nos. 98833 to 98871, both inclusive

PRICE: \$23,263.52 per unit

TOTAL PRICE: \$907,277.28 for all 39 units

OUTSIDE DELIVERY DATE: March 31, 1972

DELIVER TO: Bessemer and Lake Erie Railroad  
Company, as designated by the  
railroad

RENT PERIOD: Eighteen years, commencing with  
the first installment of Periodic  
Rent

PERIODIC RENT: 72 quarterly payments, in advance  
of \$481.74 each, per Item of  
Equipment, or an aggregate of  
\$18,787.86 for all 39 units.

ANNUAL RENEWAL: None

TRUSTOR: First National Bank of Minneapolis

LESSEE: Bessemer and Lake Erie Railroad Company - Trust No. 3

ASSIGNEE OF MANUFACTURER: Bankers Life Insurance Company of Nebraska

SCHEDULE A-3  
(to Conditional Sale Agreement)

MANUFACTURER: PULLMAN INCORPORATED  
( Pullman-Standard Division)

DESCRIPTION OF EQUIPMENT: 26 new self-clearing, center dump  
hopper cars, 100-ton capacity

ROAD NUMBERS: B&LE Nos. 98872 to 98897, both inclusive

PRICE: \$23,263.52 per unit

TOTAL PRICE: \$604,851.52 for all 26 units

OUTSIDE DELIVERY DATE: March 31, 1972

DELIVER TO: Bessemer and Lake Erie Railroad  
Company, as designated by the  
railroad

RENT PERIOD: Eighteen years, commencing with  
the first installment of Periodic  
Rent

PERIODIC RENT: 72 quarterly payments, in advance  
of \$481.74 each, per Item of  
Equipment, or an aggregate of  
\$12,525.24 for all 26 units.

ANNUAL RENEWAL: None

TRUSTOR: First National Bank of Minneapolis  
LESSEE: Bessemer and Lake Erie Railroad Company - Trust No. 3  
ASSIGNEE OF MANUFACTURER: Utah State Retirement Fund

SCHEDULE A-9  
(to Conditional Sale Agreement)

MANUFACTURER: PULLMAN INCORPORATED  
( Pullman-Standard Division)

DESCRIPTION OF EQUIPMENT: 26 new self-clearing, center dump  
hopper cars, 100-ton capacity

ROAD NUMBERS: B&LE Nos. 98898 to 98923, both inclusive

PRICE: \$23,263.52 per unit

TOTAL PRICE: \$604,851.52 for all 26 units

OUTSIDE DELIVERY DATE: March 31, 1972

DELIVER TO: Bessemer and Lake Erie Railroad  
Company, as designated by the  
railroad

RENT PERIOD: Eighteen years, commencing with  
the first installment of Periodic  
Rent

PERIODIC RENT: 72 quarterly payments, in advance  
of \$481.74 each, per Item of  
Equipment, or an aggregate of  
\$12,525.24 for all 26 units.

ANNUAL RENEWAL: None

TRUSTOR: First National Bank of Minneapolis  
LESSEE: Bessemer and Lake Erie Railroad Company - Trust No. 3  
ASSIGNEE OF MANUFACTURER: Mutual Trust Life Insurance Company

SCHEDULE A-10  
(to Conditional Sale Agreement)

MANUFACTURER: PULLMAN INCORPORATED  
( Pullman-Standard Division)

DESCRIPTION OF EQUIPMENT: 26 new self-clearing, center dump  
hopper cars, 100-ton capacity

ROAD NUMBERS: B&LE Nos. 98924 to 98949, both inclusive

PRICE: \$23,263.52 per unit

TOTAL PRICE: \$604,851.52 for all 26 units

OUTSIDE DELIVERY DATE: March 31, 1972

DELIVER TO: Bessemer and Lake Erie Railroad  
Company, as designated by the  
railroad

RENT PERIOD: Eighteen years, commencing with  
the first installment of Periodic  
Rent

PERIODIC RENT: 72 quarterly payments, in advance  
of \$481.74 each, per Item of  
Equipment, or an aggregate of  
\$12,525.24 for all 26 units.

ANNUAL RENEWAL: None

TRUSTOR: First National Bank of Minneapolis  
LESSEE: Bessemer and Lake Erie Railroad Company - Trust No. 3  
ASSIGNEE OF MANUFACTURER: Peoples Life Insurance Company,  
Washington D. C.

SCHEDULE A-11  
(to Conditional Sale Agreement)

MANUFACTURER: PULLMAN INCORPORATED  
( Pullman-Standard Division)

DESCRIPTION OF EQUIPMENT: 52 new self-clearing, center dump  
hopper cars, 100-ton capacity

ROAD NUMBERS: B&LE Nos. 98950 to 99001, both inclusive

PRICE: \$23,263.52 per unit

TOTAL PRICE: \$1,209,703.04 for all 52 units

OUTSIDE DELIVERY DATE: March 31, 1972

DELIVER TO: Bessemer and Lake Erie Railroad  
Company, as designated by the  
railroad

RENT PERIOD: Eighteen years, commencing with  
the first installment of Periodic  
Rent

PERIODIC RENT: 72 quarterly payments, in advance  
of \$481.74 each, per Item of  
Equipment, or an aggregate of  
\$ 25,050.48 for all 52 units.

ANNUAL RENEWAL: None

TRUSTOR: First National Bank of Minneapolis

LESSEE: Bessemer and Lake Erie Railroad Company - Trust No. 3

ASSIGNEE OF MANUFACTURER: Board of Administration City Employees'  
Retirement System of the City of Los Angeles



STATE OF PENNSYLVANIA )  
 ) SS  
CITY OF PITTSBURGH )

On this 27<sup>th</sup> day of January, 1972, before me personally appeared V. W. KRAETSCH, to me personally known, who being by me duly sworn, says that he is the VICE PRESIDENT - FINANCE of the Bessemer and Lake Erie Railroad 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.

Dorothea M. Farr  
Notary Public

(SEAL)

My commission expires:

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

On this 24 day of January, 1972, before me personally appeared DOUGLAS C. KAY, to me personally known, who being by me duly sworn, says that he is 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.

Anne L. Ramsey  
Notary Public

(SEAL)

My commission expires:

