



United States Leasing Corporation

633 Battery Street
San Francisco, California 94111
415/445-7400

8403-A
AUG 13 1976
INTERSTATE COMMERCE COMMISSION

August 6, 1976

Secretary
Interstate Commerce Commission
Washington, D. C. 20423

AUG 13 1976
FEE \$ 10

RECEIVED
AUG 13 11 16 AM '76
I.C.C. OPERATION BR.

Dear Sir:

Enclosed for recordation under the provisions of Section 20c of the Interstate Commerce Act and the regulations promulgated thereunder, as amended, are the original and two counterparts of a Schedule which is a supplement to a Lease dated as of April 16, 1976, which Lease was recorded under the provisions of such Section on July 7, 1976 and bears recordation Number 8403.

A general description of the railroad equipment covered by the enclosed document is, as follows:

23 70-ton Gondola Cars numbered:
WPSX 47600, 47601, 47602, 47603, 47604, 47605,
47606, 47607, 47608, 47609, 47610, 47611,
47612, 47613, 47614, 47615, 47616, 47617,
47618, 47619, 47620, 47621, 47622

39 50-ton Gondola Cars numbered:
WPSX 37600, 37601, 37602, 37603, 37604, 37605,
37606, 37607, 37608, 37609, 37610, 37611,
37612, 37613, 37614, 37615, 37616, 37617,
37618, 37619, 37620, 37621, 37622, 37623,
37624, 37625, 37626, 37627, 37628, 37629,
37630, 37631, 37632, 37633, 37634, 37635,
37636, 37637, 37638

The names and addresses of the parties to the enclosed document are:

LESSOR: United States Leasing Corporation
633 Battery Street
San Francisco, California

LESSEE: Wheeling-Pittsburgh Steel Corporation
4 Gateway Center
P. O. Box 118
Pittsburgh, Pennsylvania

Countersheet — J. K. [unclear]

United States Leasing Corporation
633 Battery Street · San Francisco, California 94111

Secretary, Interstate Commerce Commission
August 3, 1976
Page Two

The undersigned is an executive officer of the Lessor mentioned in the enclosed document and has knowledge of the matters set forth therein.

Please return the original of the enclosed Schedule to Mrs. Alicia N. Noyola, United States Leasing Corporation, 633 Battery Street, San Francisco, California 94111, or to the bearer hereof.

Also enclosed is a remittance in the amount of \$10.00 covering the required recording fee.

Very truly yours,

UNITED STATES LEASING CORPORATION

By


Its Vice President

Interstate Commerce Commission
Washington, D.C. 20423

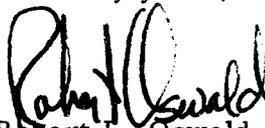
OFFICE OF THE SECRETARY

August 13, 1976

Dear

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on **August 13, 1976** at **11:20am** , and assigned recordation number(s) **8403A**

Sincerely yours,


Robert L. Oswald
Secretary

Enclosure(s)

SE-30
(5/76)

SCHEDULE

Schedule No. 2 - 014026

A. EQUIPMENT LEASED: CONFORMED COPY

8463-A
AUG 12 1976
CHIEF CLERK

See Exhibit "A" attached hereto and incorporated herein by reference.

B. TERM: Unless sooner terminated as set forth in the lease, the term of this lease respecting each item of equipment listed on this schedule expires on July 30, 1979

C. RENT: As rent for said equipment, lessee shall pay lessor the sum of \$343,924.92. Except as otherwise provided in the lease or in this schedule said rent shall be payable in 36 monthly installments, commencing on July 30, 1976 as follows:

Nine Thousand Five Hundred Fifty-three and 47/100 Dollars (\$9,553.47) per month, in advance, until rent is paid.

Unless sooner paid, all said rent shall be payable in any event on or before the expiration or sooner termination of this lease.

D. LOCATION: The above described equipment shall be located at Steubenville, Ohio

ACKNOWLEDGMENT FOR CORPORATION

STATE OF California, COUNTY OF San Francisco SS:

On this 3rd day of August, in the year 1976, before me Sylvia P. Ferras a Notary Public in and for said county, personally appeared George O. Duval & William Thomson, known to me to be the Vice President & Assistant Treasurer of the corporation that executed the respectively (Title) within instrument, and known to me to be the person who executed the

ACKNOWLEDGMENT FOR CORPORATION

STATE OF PENNSYLVANIA, COUNTY OF ALLEGHENY SS:

On this 26th day of July, in the year 1976, before me a Notary Public in and for said county, personally appeared James S. Howard, known to me to be the Vice President Finance of the corporation that executed the (Title)

within instrument, and known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

Joan Cassis (Notary Public) Allegheny COUNTY, Pennsylvania (State)



SCHEDULE

Schedule No. 2 - 014026

A. EQUIPMENT LEASED: **CONFORMED COPY**

RECORDATION NO. 8463-A Filed & Recorded

See Exhibit 'A' attached hereto and incorporated herein by reference.

AUG 13 1976 - 11 20 AM

INTERSTATE COMMERCE COMMISSION

B. TERM: Unless sooner terminated as set forth in the lease, the term of this lease respecting each item of equipment listed on this schedule expires on July 30, 1979

C. RENT: As rent for said equipment, lessee shall pay lessor the sum of \$ 343,924.92. Except as otherwise provided in the lease or in this schedule said rent shall be payable in 36 monthly installments, commencing on July 30, 1976 as follows:

Nine Thousand Five Hundred Fifty-three and 47/100 Dollars (\$9,553.47) per month, in advance, until rent is paid.

Unless sooner paid, all said rent shall be payable in any event on or before the expiration or sooner termination of this lease.

D. LOCATION: The above described equipment shall be located at Steubenville, Ohio

ACKNOWLEDGMENT FOR CORPORATION

STATE OF California, COUNTY OF San Francisco SS:

On this 3rd day of August, in the year 19 76, before me Sylvia P. Ferras a Notary Public in and for said county, personally appeared George O. Duval & William Thomson, known to me to be the Vice President & Assistant Treasurer of the corporation that executed the respectively (Title) within instrument and known to me to be the person who executed the

ACKNOWLEDGMENT FOR CORPORATION

STATE OF PENNSYLVANIA, COUNTY OF ALLEGHENY SS:

On this 26th day of July, in the year 19 76, before me James S. Howard a Notary Public in and for said county, personally appeared James S. Howard known to me to be the Vice President Finance of the corporation that executed the (Title)

within instrument, and known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

Donna Connors COUNTY, Pennsylvania
(Notary Public) (State)

(Notarial Seal)

My Commission Expires: DONNA CONNORS, Notary Public
Pittsburgh, Allegheny County, Pennsylvania
My Commission Expires December 3, 1979

By [Signature]
Title Assistant Treasurer

By [Signature]
Title Vice President Finance
James S. Howard

By [Signature]
Title Vice President Lessor

By _____
Title Lessee

(Seal)

Address _____



633 Battery Street, San Francisco, California 94111

EXHIBIT "A" TO SCHEDULE NO. 2 - 014026

Lessee:

Wheeling Pittsburgh Steel Corporation

(A) As set forth in the Lease and the Schedule, Lessee shall have the right to renew the Lease as to all but not less than all of the Equipment then leased thereunder at the expiration of the original term or a renewal term, at a renewal rent equal to the "Fair Market Rental" (as defined hereinafter). The term of each renewal shall be for one (1) year from the date of expiration of the original term or a renewal term. Lessee shall give Lessor written notice ninety (90) days prior to the end of the original term or a renewal term, as appropriate, of its election to exercise the renewal option provided for in the Lease, the Schedule and this Exhibit. Payment of said Fair Market Rental shall be made annually in advance at the place of payment specified in Section 3 of the Lease.

(B) The "Fair Market Rental" shall be an amount mutually agreed upon by Lessor and Lessee; provided that if Lessor and Lessee are unable to agree upon the Fair Market Rental of any Item of Equipment within thirty (30) days after receipt by Lessor of the notice of Lessee's election to exercise the renewal option, such Fair Market Rental shall be determined by an appraiser selected by mutual agreement of Lessor and Lessee. If Lessor and Lessee are not able to agree upon an appraiser, or if the Fair Market Rental is not so determined within sixty (60) days after receipt by Lessor of Lessee's election to renew, the same shall be determined by American Appraisal Company or any successor thereto. Any costs of such appraisal shall be borne by Lessee.

EQUIPMENT LEASED:

<u>Item No.</u>	<u>Description</u>	<u>Cost</u>
1	23 70-ton capacity Gondola Cars - numbered as follows: WPSX 47600, 47601, 47602, 47603, 47604, 47605, 47606, 47607, 47608, 47609, 47610, 47611, 47612, 47613, 47614, 47615, 47616, 47617, 47618, 47619, 47620, 47621, 47622	\$132,043.00
2	39 50-ton Gondola Cars - numbered as follows: WPSX 37600, 37601, 37602, 37603, 37604, 37605, 37606, 37607, 37608, 37609, 37610, 37611, 37612, 37613, 37614, 37615, 37616, 37617, 37618, 37619, 37620, 37621, 37622, 37623, 37624, 37625, 37626, 37627, 37628, 37629, 37630, 37631, 37632, 37633, 37634, 37635, 37636, 37637, 37638	<u>181,350.00</u>
		\$313,393.00