

United States Leasing Corporation



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

8403-F

RECORDATION NO. *8403 F* Filed & Recorded May 10, 1977

MAY 10 1977 - 2 22 PM

INTERSTATE COMMERCE COMMISSION

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RECEIVED
MAY 16 2 35 PM '77
FEE OFFICER
I.C.C. STAFF

Secretary
Interstate Commerce Commission
Washington, D. C. 20423

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:

16 70-ton Flat Cars numbered:

WPSX 87703, 87704, 87705, 87706, 87707, 87708,
WPSX 87709, 87710, 87711, 87712, 87713, 87714,
WPSX 87715, 87716, 87717, 87718

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

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

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

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

C. J. Kappeler

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

Secretary, Interstate Commerce Commission
May 10, 1977
Page Two

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 Assistant Vice President

Interstate Commerce Commission
Washington, D.C. 20423

5/16/77

OFFICE OF THE SECRETARY

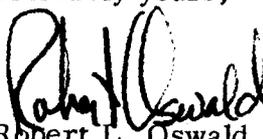
Mrs. Alicia N. Noyola
United States Leasing Corp.
633 Battery Street
San Francisco, Calif 94111

Dear

Madam:

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 **5/16/77** at **2:20pm** and assigned recordation number(s) **8403-F**

Sincerely yours,


Robert L. Oswald
Secretary

Enclosure(s)

SE-30
(5/76)

CONFORMED COPY
SCHEDULE

Schedule No. 7 - 014233

A. EQUIPMENT LEASED:

16 70 Ton Flat Cars numbered:

WPSX 87703, 87704, 87705, 87706, 87707, 87708, 87709, 87710
WPSX 87711, 87712, 87713, 87714, 87715, 87716, 87717, 87718

RECORDATION NO. 8403-7 Filed & Recorded

MAY 16 1977 - 2 20 PM

INLANDER STATE 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 April 30, 1980

C. RENT: As rent for said equipment, lessee shall pay lessor the sum of \$133,286.56 Except as otherwise provided in the lease or in this schedule said rent shall be payable in 36 monthly installments, commencing on April 30, 1977 as follows:

Three Thousand Seven Hundred Two and 46/100 Dollars (\$3,702.46) per month, in advance, until rent is paid.

STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO) ss

Pennsylvania
Allegheny

On this 27 day of April, in the year 1977, before me, Susan S. Higley, a Notary Public in and for said county, personally appeared James S. Howard

STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO) ss

On this 10 day of May, in the year 1977, before me, Sylvia P. Ferras, a Notary Public in and for said county, personally appeared

Nobrega, known to me to be the George Duval and John Vice President of the corporation which executed the within

instrument, and known to me to be the person(s) 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.

San Francisco, California

Sylvia P. Ferras
Notary Public



My commission expires:

November 20, 1977

(Notarial Seal)

Schedule to that certain lease dated the 16th day of April, 1976, by and between the parties hereto, and made a part hereof.

UNITED STATES LEASING CORPORATION

WHEELING-PITTSBURGH STEEL CORPORATION

By *[Signature]*
Title Assistant Vice President

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

By *[Signature]*
Title Vice President
Lessor

By
Title
Lessee

(Seal)

(Seal)

633 Battery Street, San Francisco, California 94111

Address

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.