

GREENVILLE STEEL CAR COMPANY

(SUBSIDIARY OF PITTSBURGH FORGINGS COMPANY)

AREA CODE 412 588-7000



WILLIAM P. HACKNEY
Secretary

GREENVILLE, PA.

16125

PLANTS OF
PITTSBURGH FORGINGS COMPANY
CORAOPLIS, PA.
JACKSON, MICHIGAN
GREENVILLE, PA.

April 28, 1977

8805

RECORDATION NO. Filed & Recorded

Mr. Robert L. Oswald, Secretary
Interstate Commerce Commission
Washington, D. C. 20423

MAY 2 1977 - 2 25 PM

INTERSTATE COMMERCE COMMISSION

Dear Sir:

Enclosed for filing and recording pursuant to Section 20(c) of the Interstate Commerce Act are five executed counterparts of an Equipment Lease between the parties hereinafter named, dated as of April 1, 1977. The instrument transmitted herewith for filing covers the following equipment:

<u>No. of Units</u>	<u>Description</u>
100	All Steel 100-Ton Twin Ballast Cars; Road Nos. MILW 341450 to 341549, inclusive 0

The names and addresses of the parties to the transaction set forth in the instrument transmitted herewith are:

Lessor: BT Equipment Leasing, Inc.
280 Park Avenue
New York, New York 10017

Lessee: Greenville Steel Car Company
Greenville, Pennsylvania 16125

A check for \$50 to cover filing and recording fee is enclosed herewith.

7-122A101

MAY 2 1977
Date
Fee \$ 50
103 Washington, D. C.

REC'D
MAY 2 2 23 PM '77
FEE OPERATION BR.

W.P. Hackney
[Signature]

Mr. Robert L. Oswald, Secretary

April 28, 1977

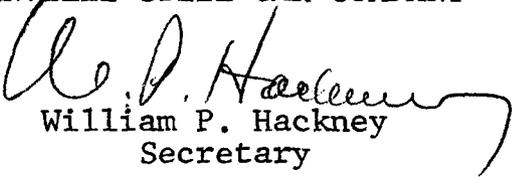
-2-

Upon filing and recording of the Equipment Lease, three counterparts, each stamped with the appropriate recordation number, should be returned to the delivering messenger, along with your usual letter confirming such recordation.

Yours truly,

GREENVILLE STEEL CAR COMPANY

By


William P. Hackney
Secretary

bd

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

5/2/77

OFFICE OF THE SECRETARY

William P. Hackney, Secretary
Greenville Steel Car Company
Greenville, Pa.

Dear **Sir:**

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 **5/2/77** at **2:25pm**, and assigned recordation number(s) **8805 & 2899-L**

Sincerely yours,


Robert L. Oswald
Secretary

Enclosure(s)

SE-30
(5/76)

8805
RECORDATION NO. Filed & Recorded

MAY 2 1977 -2 23 PM

INTERSTATE COMMERCE COMMISSION

EQUIPMENT LEASE

DATED AS OF APRIL 1, 1977

BETWEEN

BT EQUIPMENT LEASING, INC.,
LESSOR

AND

GREENVILLE STEEL CAR COMPANY,
LESSEE

No. of Cars

100

Description

All Steel 100-Ton Twin Ballast
Cars; Road Nos. MILW 341450 to
341549, inclusive



EQUIPMENT LEASE

EQUIPMENT LEASE dated as of April 1, 19 77
(the "Lease"), between BT EQUIPMENT LEASING, INC. a NEW YORK
corporation, having an office at 280 PARK AVENUE, NEW YORK, NEW YORK 10017
("Lessor"), and GREENVILLE STEEL CAR COMPANY
a PENNSYLVANIA corpo-
ration, having an office at GREENVILLE, PENNSYLVANIA 16125
("Lessee"):

WITNESSETH

1. **Equipment.** Lessor hereby leases to Lessee and Lessee hereby hires and takes from Lessor, the following described personal property (the "Equipment"):

<u>No. of Cars</u>	<u>Specification</u>	<u>Description</u>
100	SCCo. H-2041-A dated 12/31/76 AAR Mechanical Designation - HK	All Steel 100-Ton Twin Ballast Cars; Road Nos. MILW 341450 to 341549 inclusive

The location of the Equipment shall be as set forth in Section 23
(the "Location").

2. **Term.** The basic term of this Lease is set forth in Section 25.
~~years and xxxxxxxx months, commencing on the date (the "Commencement Date")~~
~~xxxxxx of the Equipment is delivered to and accepted by the Lessee.~~

3. **Rent; Interim Rent; Net Lease.**

(a) Lessee shall pay Lessor rent for the basic term in 60 equal quarterly payments in advance, each of which shall be in an amount equal to 2.82 % of the Acquisition Cost (amount paid by Lessor in respect of the purchase price of the Equipment including taxes, duties, freight and installation but in no event to exceed the sum of \$5,000,000.00 as follows: (i) if payable in advance, on the Commencement Date and on each periodic payment date thereafter as herein provided; or (ii) if payable in arrears, on the next periodic payment date immediately succeeding the Commencement Date and on each periodic payment date thereafter as herein provided. The rental payment dates as fixed above are herein called the "due dates" and Lessee shall pay all rentals on the due dates. On any installment of the rent the payment of which is more than 7 days overdue, Lessee shall also pay Lessor at the then maximum permissible rate of interest.

~~(b) Upon signing this Lease, Lessor shall pay xxxxxxxx% of the Acquisition Cost consisting payment in advance of the xxxxxxxxxxxxxxxxxxxxxxx payment(s) of rent stated above.~~

(c) In the event Lessor shall pay a deposit or part payment(s) in respect of the Acquisition Cost, Lessee shall pay Lessor as Interim Rent on a monthly basis, an amount equal to .0313 % per day of the total of such payment(s), beginning with the date of any such payment, and ending on the Commencement Date.

(d) Lessee's obligation to make rent payments and any other payments due pursuant to this Lease shall be absolute and unconditional. Lessee hereby waives, to the extent permitted by applicable law, any and all rights which it may now have or which at anytime hereafter may be conferred upon it, by statute or otherwise, to terminate, cancel, quit or surrender this Lease except in accordance with the express terms hereof. This Lease is a net lease and the rent shall be net to Lessor, and all costs, expenses and obligations of every kind and nature relating to the Equipment shall be paid by Lessee except as otherwise expressly provided herein.

4. **Title of Lessor; Possession and Use of the Equipment; Subletting, Liens, Assignment, etc. Prohibited.** Title to the Equipment shall at all times remain in Lessor. Lessee, at its own cost and expense, shall protect and defend the title of Lessor. Unless an Event of Default shall have occurred and be continuing, Lessee may hold, possess and use the Equipment in the ordinary course of the regular business conducted by Lessee. The Equipment shall be located at the Location and shall not be removed therefrom without the prior written consent of Lessor. Lessee shall not (a) sublease, part with possession of, or otherwise transfer or dispose of, any Equipment; (b) contract, create, incur, assume or suffer to exist any claim, mortgage, pledge, lien, security interest or other charge or encumbrance of any kind upon or with respect to any Equipment or any of its rights under this Lease; or (c) sell, assign, transfer or otherwise dispose of any of its rights under this Lease. Lessee shall comply fully with all statutes, ordinances and regulations relating to the use and operation of the Equipment and with all conditions and provisions of any policies of insurance relating to the Equipment and, if such compliance requires changes or additions to be made on or to any Equipment, such changes and additions shall be made by Lessee at its own cost and expense.

5. **Surrender of the Equipment.** Upon termination of the Lease, Lessee shall surrender the Equipment to Lessor or its designee at the Location in the same operating order, repair, condition and appearance as originally delivered to Lessee, reasonable wear and tear excepted. Lessee shall cooperate with Lessor or its designee in effecting removal of such Equipment from the Location and, pending such removal, Lessee shall allow Lessor to store such Equipment on Lessee's premises for a reasonable period of time in a manner satisfactory to Lessor, at no expense to Lessor or its designee. At Lessor's request, and at Lessee's sole expense, Lessee shall: (a) dismantle, pack, and otherwise prepare Equipment for shipment; (b) deliver Equipment to Lessor or its designee at a place, designated by Lessor, within a distance not to exceed 200 miles from the Location.

6. **Events of Default.** The following events (each an "Event of Default") shall constitute Events of Default: (a) Lessee shall fail to make any payment of rent or of any other sum payable by Lessee hereunder for 15 days after the same shall become due; (b) Lessee shall (or shall attempt to) sell, remove, encumber, sublet or assign the Equipment without the written permission of Lessor; (c) Lessee shall fail to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure shall continue unremedied for a period of 15 days after written notice thereof by Lessor; (d) Lessee shall suspend or terminate the operations of its business; (e) Lessee shall make an assignment for the benefit of creditors; (f) a trustee or a receiver shall be appointed for Lessee or for a substantial part of its property with or without its consent; (g) bankruptcy, reorganization or insolvency proceedings shall be instituted by or against Lessee; (h) there shall occur an entry of judgment against Lessee or issuance of an order of attachment or execution as to Lessee's property.

7. **Remedies.** Upon the occurrence of any Event of Default and at any time thereafter so long as the same shall be continuing, Lessor may, at its option, declare this Lease to be in default and Lessor shall have the right, in its sole discretion, but shall not be obligated, to exercise any one or more of the following remedies: (a) to terminate this Lease upon 5 days' written notice to Lessee whereupon Lessee shall forthwith pay to Lessor as liquidated damages all rent due (as of the due date next following termination) and unpaid plus an amount equal to (i) the excess of the sum of (x) the aggregate rent payable for the balance of the term of this Lease and (y) an amount equal to 15% of the Acquisition Cost over the fair market sales value of the Equipment as of the date of such termination, plus (ii) interest as herein provided; (b) to enter upon premises where any Equipment may be located and to take possession thereof without demand or notice, without court order or process of law, and without liability to Lessee for and by reason of such entry or taking possession, whether for the restoration of damage to property caused by such taking or otherwise; (c) to sell all or any Equipment at public or private sale upon such terms as Lessor deems advisable, and in the event of such sale Lessor shall, in addition to all other rights and remedies hereunder, be entitled to retain as liquidated damages the net proceeds thereof and to recover from Lessee the amounts, if any, due as provided in subdivision (a) of this Section, for which purposes, if such sale occurs within 60 days after Lessor has declared this Lease to be in default, the net sales price realized at such sale shall be deemed the fair market sales value of the Equipment; (d) to sue for and recover all rents and other amounts then due or thereafter accruing under this lease; (e) to pursue any other remedy now or hereafter existing at law or in equity. Lessee shall pay Lessor all costs and expenses, including reasonable attorneys' fees, incurred by Lessor in exercising any of its rights or remedies hereunder. No remedy provided herein is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity. No waiver by Lessor of any Event of Default shall in any way be, or be construed to be, a waiver of any future or subsequent Event of Default.

8. **Lessee's Inspection; Conclusive Presumptions.** Lessee shall inspect the Equipment within 5 business days after its arrival at the Location (or other premises designated by Lessee) and, unless within said 5 business days Lessee gives written notice to Lessor, specifying any defect in or other proper objection to any Equipment, Lessee agrees that it shall be conclusively presumed, as between Lessor and Lessee, that Lessee has fully inspected the Equipment, that the Equipment is in full compliance with the terms of this Lease and in good condition and repair, and that Lessee is satisfied with and has accepted the Equipment. In case Lessee gives such written notice with respect to any item of Equipment, Lessee shall on demand by Lessor, pay Lessor any amounts theretofore paid or owing by Lessor in respect of the purchase of such item of Equipment. Upon such payment Lessee shall be subrogated to Lessor's claims, if any, against the manufacturer or other supplier thereof and Lessee shall become entitled to such item, as-is-where-is without warranty, express or implied, by Lessor with respect to any matter whatsoever, and Lessee shall indemnify and save Lessor harmless from any and all liability to the manufacturer or other supplier thereof. Where the Equipment is purchased by Lessor directly from Lessee or its affiliates, delivery and unconditional acceptance shall be conclusively presumed and acknowledged as of the time of execution of this Lease.

9. **Notices.** All notices, requests, demands or other communications to or upon the respective parties hereto shall be deemed to have been given or made when deposited in the mails, postage prepaid, addressed to such party at the address specified above or to such other address as the parties shall from time to time designate by notice.

10. **Assignment by Lessor.** This Lease, title to the Equipment and/or any rents or other sums due or to become due hereunder may be transferred or assigned by Lessor without prior notice to or the consent of Lessee, and in such event Lessor's transferee or assignee shall have all the rights, powers, privileges and remedies of Lessor under this Lease, subject to the right of Lessee's sublessee to continued and uninterrupted possession of the Equipment upon compliance with the terms of the sublease and Lessee's compliance with this Lease.

11. **Representations, Warranties and Covenants.** Lessee represents and warrants that: (a) this Lease has been duly authorized, executed and delivered by Lessee, is a valid and binding agreement of Lessee and does not contravene any law, regulation, agreement or instrument applicable to Lessee; (b) the Equipment is new "Section 38 Property" within the meaning of Section 48(b) of the Internal Revenue Code of 1954, as amended ("Code"), as in effect on the date of this Lease (without regard to any modification of, amendment to, or other change in, the Code enacted after the date of this Lease); (c) at the time of the acquisition of the Equipment by Lessor and acceptance thereof by Lessee under this Lease, the Equipment will not have been used and no investment credit, depreciation or other tax benefits under the Code will have been claimed with respect thereto. Furthermore Lessee represents that, to the best of its belief and knowledge: (i) the economic useful life of the Equipment will be at least 125% of the basic term of this Lease; (ii) upon expiration of the basic term of this Lease, the Equipment will have a remaining value of at least 20% of the Acquisition Cost.

12. **Loss of or Damage to the Equipment.** Lessee shall notify Lessor immediately of any loss, theft, destruction, seizure, confiscation, rendering unfit for use or damage of ~~any~~ Equipment (each an "Event of Loss or Damage"). ~~Lessee shall place such Equipment in good repair, condition and working order, or~~ ^{in such event as Lessee} ~~shall replace such Equipment with like equipment in good repair, condition and working order and furnish to Lessor any necessary documents vesting good and marketable title thereto to Lessor immediately by any lien or security interest, or (c) shall in the event Lessor determines that such Equipment is lost, stolen, destroyed, seized, confiscated, rendered unfit for use or damaged beyond repair,~~ ^{shall} pay Lessor in cash thereon on the due date next following such determination an amount equal to the higher of (i) Fair Market Value (as defined in Section 18) determined as if such Event of Loss or Damage had not occurred or (ii) the indicated Loss Value (as hereinafter defined) for such Equipment as of such due date. Upon said payment and upon payment of all unpaid rent due before such due date, this Lease shall terminate with respect to such Equipment, and Lessee thereupon shall become entitled to such Equipment, as-is-where-is without recourse and without representations, warranties or agreements of any kind whatsoever. "Loss Value" for any Equipment as of any due date shall mean an amount determined by multiplying Acquisition Cost for that Equipment by the percentage of cost specified in Schedule A of this Lease opposite such due date.

13. **Disclaimer of Warranties.** LESSOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION, QUALITY, FITNESS FOR USE OR FOR A PARTICULAR PURPOSE, OPERATION, USE OR PERFORMANCE OF ANY EQUIPMENT OR ANY OTHER REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. Nothing contained in this Section shall be deemed to limit Lessee from availing itself of any representations, warranties or agreements of any manufacturer of the Equipment, except as otherwise specifically provided herein. Lessor shall have no responsibility or liability to Lessee or any other person occasioned by any cause, encumbrance or event of whatsoever nature, including but not limited to any of the following: (a) failure of or delay in delivery, delivery to the wrong place, delivery of improper Equipment or property other than the Equipment, damage to the Equipment, governmental regulations, strike, embargo or any other cause, circumstance or event, whether of like or unlike nature; (b) any liability, loss or damage caused or alleged to be caused directly or indirectly by any Equipment or by any inadequacy thereof or deficiency or defect therein or by any other circumstance in connection therewith; (c) the use, operation or performance of any Equipment or any risk relating thereto; (d) any interruption of service, loss of business or anticipatory profits or consequential damages, or (e) the delivery, installation, erection, testing, programming, adjusting, operation, servicing, maintenance, repair, improvement or replacement of any Equipment.

14. **Improvement and Repair of the Equipment; Insurance.** Lessee shall keep the Equipment in good repair, condition and working order and shall furnish any and all labor, parts and other servicing required for that purpose. Except as required by Sections 4 and 12 above, Lessee shall not make any material alterations to the Equipment without the prior written consent of Lessor. All parts, attachments and accessories at any time made to or placed upon any Equipment and all replacements for any Equipment shall immediately become the property of Lessor and shall be deemed to be incorporated in the Equipment and subject to the terms and provisions of this Lease as if originally leased hereunder. Lessee shall at all times carry and maintain on the Equipment, public liability & property damage, ~~fire, theft and comprehensive~~ ^{reasonably} insurance protecting Lessor's interest and such further insurance as Lessor may request, all in such form and amounts and with such insurance companies as shall be satisfactory to Lessor. Lessee shall deliver to Lessor on a timely basis throughout the term of this Lease evidence satisfactory to Lessor of such insurance coverage in force. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claim for, to receive payment and to execute and endorse any documents, checks or other instruments in payment for loss, theft or damage under any insurance policy.

15. **Taxes, Indemnification and Expenses.** Lessee shall indemnify, protect, save and keep harmless Lessor from any and all liabilities, obligations, losses, damages, interest, penalties, claims, actions, suits, costs, expenses and disbursements of whatsoever kind and nature, including (without limitation) legal fees and expenses, imposed on, incurred by or asserted against Lessor in any way relating to or arising out of this Lease, the Equipment, or any changes or additions made thereto and against the loss or disallowance, in whole or in part, of (a) any benefits of accelerated depreciation pursuant to the Code in effect on the date of this Lease, ~~and (b) the investment credit or the right to claim same pursuant to the Code.~~ Any payment required to be made by Lessee to Lessor under this Section shall be in an amount which, after deduction of all taxes required to be paid by Lessor in respect of the receipt thereof and after giving credit for any reductions realized by Lessor in respect of such taxes, shall be equal to the amount of the payment required to be made. Lessee shall file all required reports, including (without limitation) *ad valorem* property reports, and pay all license fees, registration fees, charges and taxes (federal, state and local) which may now or hereafter be imposed on, incurred by, or asserted against Lessor with respect to the ownership, leasing, renting, sale, possession or use of the Equipment, excluding, however, all taxes on or measured by Lessor's net income. Lessee shall notify Lessor promptly in writing of all such filings and payments. The indemnities contained in this Section shall (i) apply equally to any Equipment not yet delivered hereunder; and (ii) continue in full force and effect notwithstanding the expiration or other termination of this Lease. For the purpose of this Section, the term "Lessor" shall include its directors, officers, and employees, any agents acting for it or them and its successors and assigns.

16. **Personal Property, Inspection.** The Equipment is and shall remain personal property irrespective of its use or manner of attachment to real property. At all reasonable times Lessor or its authorized representatives may inspect any Equipment. Lessee shall affix in a conspicuous place on the Equipment a legend showing Lessor as "Owner-Lessor"

17. **Further Assurances.** Lessee, at its own expense, will promptly and duly execute and deliver to Lessor such further documents and assurances, and take such further action as may be necessary or advisable or as Lessor may from time to time reasonably request in order more effectively to carry out the intent and purpose of this Lease and to establish and protect Lessor's title to the Equipment and the ownership rights and remedies created or intended to be created in favor of Lessor hereunder. Lessee hereby irrevocably authorizes Lessor to file at any time and from time to time without Lessee's signature one or more Financing Statements or Continuation Statements indicating Lessor's ownership interest in the Equipment.

18. **Purchase Option.** Provided this Lease has not been earlier terminated and Lessee is not in default hereunder, Lessee may, by giving Lessor written notice thereof not less than 90 days prior to the end of the basic term, purchase all (but not less than all) of the Equipment for a purchase price equal to the Fair Market Value (as hereinafter defined) of the Equipment at the end of the basic term. "Fair Market Value" shall be determined on the basis of, and shall be equal to, the value which would be obtained in an arms-length transaction between an informed and willing buyer and informed and willing seller under no compulsion to sell. Lessee shall pay all taxes, fees and other charges and expenses (including, without limitation, any appraisal expense) in connection with such purchase, excluding, however, all taxes on, or measured by Lessor's net income.

19. **Renewal Option.** Provided this Lease has not been earlier terminated and Lessee is not in default hereunder, Lessee may, by giving Lessor written notice thereof 90 days prior to the end of the basic term or any Renewal Term (hereinafter defined), renew the lease of all (but not less than all) of the Equipment for a negotiated term (the "Renewal Term") at a negotiated rent upon the same terms and conditions as are specified in this Lease.

20. **Miscellaneous.** This Lease: (a) shall constitute the entire agreement between the parties and no term or provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by Lessor and Lessee; (b) shall constitute an agreement of lease and nothing herein shall be construed as conveying to Lessee any right, title or interest in the Equipment except as a Lessee only; (c) shall be binding upon and inure to the benefit of Lessor and Lessee and their successors and permitted assigns. Lessee agrees to furnish its annual financial statements certified by independent certified public accountants and such other reports as Lessor may reasonably require.

21. **Severability.** If a provision hereof or any remedy herein provided for be invalid under any applicable law, such provision shall be inapplicable and deemed omitted but the remaining provisions hereof, including the remaining default remedies, shall be given effect in accordance with the manifest intent hereof.

22. **Execution; Laws Governing.** This Lease shall be binding when accepted by Lessor at its office in New York, New York, and, except for local recording acts, shall be governed by and construed in accordance with the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be duly executed as of the date first above written.

LESSOR

Sworn to before me this 26th day of April, 1977. Jacques Malone

JACQUES MALONE
Notary Public, State of New York
No. 450127 in Seneca County
Certificate filed in New York County
Commission Expires March 30, 1979

BT EQUIPMENT LEASING, INC.

By

Alfred J. Beinder
Vice President

Title

LESSEE

Sworn to before me this 27th day of April, 1977. Mary E. Dugas

MARY E. DUGAS, Notary Public.
Pittsburgh, Allegheny County, Pa.
My Commission Expires Dec. 20, 1979

GREENVILLE STEEL CAR COMPANY

By

C. F. Scurdy
PRESIDENT

Title

SCHEDULE A

Equipment Lease dated as of April 1, 1977

Between BT EQUIPMENT LEASING, INC. Lessor

And GREENVILLE STEEL CAR COMPANY Lessee

LOSS VALUE

Rental Payment Number	Percentage of Acquisition Cost	Rental Payment Number	Percentage of Acquisition Cost	Rental Payment Number	Percentage of Acquisition Cost
2	102.66	21	91.91	41	62.66
3	102.50	22	90.89	42	60.71
4	102.31	23	89.81	43	58.72
5	102.06	24	88.70	44	56.68
6	101.77	25	87.53	45	54.60
7	101.44	26	86.32	46	52.47
8	101.06	27	85.07	47	50.29
9	100.63	28	83.77	48	48.07
10	100.16	29	82.42	49	45.80
11	99.64	30	81.02	50	43.49
12	99.07	31	79.59	51	41.13
13	98.46	32	78.10	52	38.72
14	97.80	33	76.57	53	36.27
15	97.10	34	74.99	54	33.77
16	96.35	35	73.37	55	31.23
17	95.55	36	71.70	56	28.64
18	94.71	37	69.98	57	26.00
19	93.82	38	68.22	58	23.32
20	92.89	39	66.41	59	20.59
		40	64.56	60	17.82
				After 60	15.00

ADDENDUM

Amendment dated as of April 1, 1977, to Equipment Lease dated as of April 1, 1977, between BT EQUIPMENT LEASING, INC., as Lessor, and GREENVILLE STEEL CAR COMPANY, as Lessee, to be attached to and made part thereof.

23. Lessor hereby consents to the sublease of the Equipment by Lessee, and in that event the sublessee shall be entitled to the possession of the Cars and shall have the full right of use thereof upon the lines of railroad owned, leased or operated by the sublessee, or over which the sublessee has trackage rights, and upon connecting and other railroads in the usual interchange of freight cars. However, it is understood that notwithstanding such sublease, the Lessee shall remain the primary obligor under this lease and shall cause the Equipment at the termination of this Lease to be delivered to Lessor at a point to be designated by Lessee on lines of the sublessee.
24. The railroad cars constituting the Equipment (the "Cars") shall be manufactured by Lessee and sold to Lessor for purposes of leasing them back to Lessee under this Lease. It is contemplated that after completion of manufacture of each Car and prior to putting it in service, title to each Car or lot of Cars shall be transferred from Lessee to Lessor, such Car or lot of Cars so manufactured will become subject to this Lease, and such Car or lot of Cars will simultaneously become subject to the sublease referred to in Section 23.
25. The Lessor will pay the Acquisition Cost of the Equipment to the Lessee on the first day of the calendar month following the date of delivery of the last Car by Lessee to the sublessee pursuant to the sublease (herein referred to as the "Closing Date"). The Lessee shall give to Lessor not less than three business days' notice of the Closing Date, and at the Closing Date shall deliver to the Lessor (a) Bills of Sale from the Lessee to the Lessor covering each Car or lot of Cars delivered to the sublessee, dated the date of such delivery; (b) an acceptance certificate of the sublessee with respect to each Car; and (c) an invoice for the Equipment in the amount of \$2,809,300, or such other price as shall be mutually agreed upon by the Lessee and the sublessee and certified to the Lessor. The basic term of this Lease shall commence on the Closing Date (herein sometimes referred to as the "Commencement Date" of the basic term), and shall extend from the Commencement Date for a period of 15 years thereafter.
26. Upon termination of this Lease pursuant to Section 12 and receipt by Lessor of the payments aforesaid, all scrap, salvage, property and all rights in any way relating to such Equipment shall become Lessee's property, free and clear of this Lease, and Lessor or any assignee shall execute all documents required to quitclaim Lessor's title to Lessee.

27.

Lessee shall, at its expense, promptly (i) cause this Lease and any amendments or supplements hereto to be duly filed for recordation with the ICC in accordance with the provisions of Section 20c of the Interstate Commerce Act; (ii) execute, deliver, acknowledge, file, record and register such further documents and assurances and take such further action as may be necessary or advisable or as Lessor may from time to time reasonably request in order to more effectively carry out the intent and purpose of this Lease and to establish and protect Lessor's title to the Equipment and the ownership rights and remedies created or intended to be created in favor of Lessor hereunder; and (iii) furnish, or cause to be furnished, to Lessor certificates or other evidences of such filing, registration and/or recording and an opinion or opinions of counsel for Lessee, in form and substance satisfactory to Lessor, with respect thereto.

LESSOR

*Sworn to before me this 26th
day of April, 1977.
Margaret Malone*

MARGARET M. MALONE
Notary Public, State of New York
No. 13729 Qual. in Nassau County
Certificate Issued in New York County
Commission Expires March 30, 1979

BT EQUIPMENT LEASING, INC.

By

Arthur J. Bernstein
Vice President

Title

LESSEE

*Sworn to before me this
27th day of April, 1977
Mary E. Dugas*

MARY E. DUGAS, Notary Public.
Pittsburgh, Allegheny County, Pa.
My Commission Expires Dec. 20, 1979

GREENVILLE STEEL CAR COMPANY

By

C. F. Scurdy
President

Title