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6-070A050

INTERSTATE COMMERCE COMMISSION

March 11, 1986

No.

Date MAR 11 1986

Fee \$ 10.00

ICC Washington, D.C.

Honorable James H. Bayne
Secretary
Interstate Commerce Commission
12th and Constitution Avenue
Washington, D.C. 20423

Dear Secretary Bayne:

I have enclosed two certified true copies, and two additional copies of the document described below for filing and recordation pursuant to Section 11303 of Title 49 of the United States Code and applicable Commission regulations at 49 C.F.R. Part 1177.

The document to be recorded is a lease, a primary document executed March 6, 1986, between Leasing Service Corporation and Weirton Steel Corporation. The names and addresses of the parties are as follows:

- (1) Lessor: Leasing Service Corporation
Nine Parkway Center, Suite 272
Pittsburgh, Pennsylvania 15220
- (2) Lessee: Weirton Steel Corporation
400 Three Springs Drive
Weirton, West Virginia 26062

A description of the equipment subject to the lease follows:

Twenty-five (25) used 1745 cubic foot capacity, 70-ton, 52'6" GB gondola railroad cars manufactured by Pullman Standard Manufacturing Co. division of Pullman Incorporated obtained

MAR 11 10 19 AM 1986
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Handwritten signatures and initials on the left margin.

HAMEL & PARK

Honorable James H. Bayne
Secretary
Interstate Commerce Commission
March 11, 1986
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from Burlington Northern, bearing the following
previous and current identification marks:

<u>B&N Gondolas purchased by Weirton Steel Corporation (Previous B&N Numbers)</u>	<u>Corresponding Weirton Steel numbers (Current Weirton Numbers)</u>
BN 562 512	WSX 2031
BN 562 566	WSX 2032
BN 562 584	WSX 2033
BN 562 697	WSX 2034
BN 562 698	WSX 2035
BN 562 612	WSX 2036
BN 562 552	WSX 2037
BN 562 562	WSX 2038
BN 562 415	WSX 2039
BN 562 581	WSX 2040
BN 562 572	WSX 2041
BN 562 564	WSX 2042
BN 562 569	WSX 2043
BN 562 639	WSX 2044
BN 562 633	WSX 2045
BN 562 451	WSX 2046
BN 562 546	WSX 2047
BN 562 695	WSX 2048
BN 562 471	WSX 2049
BN 562 595	WSX 2050
BN 562 545	WSX 2051
BN 562 768	WSX 2052
BN 562 504	WSX 2053
BN 562 427	WSX 2054
BN 562 543	WSX 2055

A fee of \$10.00 is enclosed. Please stamp all copies of the lease and transmittal letter with your official recording stamp, and return to me one certified copy and any extra copies of the lease and transmittal letter not needed by the Commission for recordation.

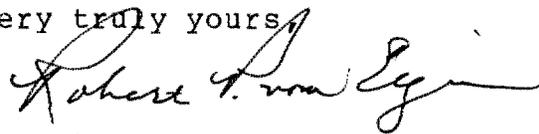
HAMEL & PARK

Honorable James H. Bayne
Secretary
Interstate Commerce Commission
March 11, 1986
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A short summary of the document to appear in the index follows:

A lease between Leasing Service Corporation, Nine Parkway Center, Suite 272, Pittsburgh, PA 15220 (lessor) and Weirton Steel Corporation, 400 Three Springs Drive, Weirton, West Virginia 26062 (lessee), dated March 6, 1986, covering twenty-five (25) used 1745 cubic foot capacity, 70-ton, 52'6" GB gondola railroad cars.

Very truly yours,



Robert P. vom Eigen

RVE/dww

enclosures

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INTERSTATE COMMERCE COMMISSION

LEASE NO. _____
1992Z-L-10-60318-1

LEASE AGREEMENT

This Lease Agreement is made the 19th day of March,
1985.

LESSOR:

LESSEE:

LEASING SERVICE CORPORATION
Nine Parkway Center, Suite 272
Pittsburgh, PA 15220

WEIRTON STEEL CORPORATION
400 THREE SPRINGS DRIVE
WEIRTON, WV 26062

The parties hereto, desiring legally to be bound, hereby do
agree as follows:

1. LEASE:

Lessor agrees to lease to Lessee, and Lessee agrees to
lease from Lessor, the Equipment (the "Equipment") described in
the Equipment Schedule(s) attached hereto. Any reference to
"Lease" shall mean this Lease Agreement, the Equipment
Schedule(s) and all Rider(s) and Supplement(s) thereto, if any.
This Lease Agreement will be given the Status of Master Lease,
and the provisions contained herein will apply to all future
equipment schedules drawn between the aforementioned parties
which reference such agreement as dated above.

2. DEFINITIONS:

(a) The "Installation Date" means the date determined in
accordance with the Equipment Schedule.

(b) The "Commencement Date" means, as to the Equipment
designated on any Equipment Schedule, where the Installation Date
for such Equipment falls on the first day of the month, that
date, or, in any other case, the first day of the month following
in which such Installation Date falls.

(c) The "Daily Rental" means 1/30th of the amount set
forth as the monthly rental in the applicable Equipment Schedule.

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3. TERM OF LEASE:

The term of this Lease, as to all Equipment designated on any Equipment Schedule, shall commence on the Installation Date for such Equipment, and shall continue for an initial period (the "Initial Term") ending that number of months from the Commencement date as is specified on the applicable Equipment Schedule. Lessor hereby agrees to provide Lessee with 120 day notice of termination of appropriate lease schedules. Upon termination notification Lessee agrees to notify Lessor of its intentions for releasing, cancellation, or both of the Equipment contained on the appropriate lease schedule. If notice is not given of Lessee's intention, the term of this Lease for all such Equipment shall be automatically extended for successive three month periods until terminated by either party giving to the other not less than three month's prior written notice of termination. Any such termination shall be effective only on the last day of the Initial Term or the last day of any such successive period.

4. RENTAL:

The monthly rental payable hereunder is as set forth in the Equipment Schedule(s). Rental shall begin to accrue on the Installation Date and shall be due and payable by Lessee in advance on the first day of each month. If the Installation Date does not fall on the first day of a month, the rental for that period of time from the Installation Date until the Commencement Date (as defined in paragraph 2b above) shall be an amount equal to the Daily Rental multiplied by the number of days from (and including) the Installation Date to (but not including) the Commencement Date and shall be due and payable on the Installation Date.

Lessee will pay sales, use and property taxes arising from this Lease. Lessor shall not pay and/or bill to Lessee any taxes for which Lessee is responsible without first giving Lessee an opportunity to review and/or contest the tax before payment is made. All expenses, charges and penalties associated with such review or contest shall be Lessee's responsibility.

Lessee acknowledges and agrees that the lease payment required under Lease NO. 19997-1-10-60318-1 is due and payable on the first day of each month. Any late payment will be charged at the annual rate of 18% (to be calculated by dividing the number of days late by 365, and multiplying by 0.18), or highest rate allowed by law, whichever is lower. Lessor will invoice Lessee at least 30 days prior to due date.

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5. INSTALLATION, USE AND QUIET POSSESSION OF EQUIPMENT:

(a) Lessee, at its own expense, will provide the required electric current to operate the Equipment and appropriate facilities to house and care for the Equipment as specified by the manufacturer.

(b) Any equipment, cards, disks, tapes, or other items not specified in the Equipment Schedule(s) which are used on or in connection with the Equipment must meet the specifications of the manufacturer and shall be acquired by Lessee at its own expense.

(c) Lessee shall be entitled to unlimited usage of the Equipment without extra charge by Lessor.

(d) Lessee will at all times keep the Equipment in its sole possession and control. The Equipment shall not be moved from the locations stated in the Equipment Schedule(s) without the prior written consent of Lessor (said consent not to be unreasonably withheld provided that such location is within the continental United States in a state which has adopted the Uniform Commercial Code).

(e) After prior notice to Lessor, Lessee may, at its own expense make alterations in or add attachments to the Equipment, provided such alterations or attachments are readily removable and do not reduce the value of the Equipment or interfere with the normal and satisfactory operation or maintenance of the Equipment or with Lessee's ability to obtain and maintain the maintenance contract required by Section 5.(h) hereof. The manufacturer may incorporate engineering changes or make temporary alterations to the equipment upon request of Lessee. All such alterations and attachments shall be and become the property of Lessor at the expiration or termination of this Lease, or at the option of Lessee, shall be removed and retained by Lessee provided the Equipment is restored, at Lessee's expense, to its original condition, reasonable wear and tear only excepted.

(f) So long as Lessee is not in default hereunder, neither the Lessor, nor any assignee, successor, creditor, representative or trustee of the Lessor, shall interfere with Lessee's use or possession of the Equipment during the term of this Lease. Lessor shall notify the Lessee of all liens and encumbrances applicable to the Equipment and all changes in ownership of the Equipment or of any rights pertaining thereto. No such transfer shall relieve the Lessor of any of its obligations hereunder.

(g) During the term of this Lease, Lessee shall, at its sole expense, keep the Equipment in good working order and condition and make all necessary adjustments and repairs thereto and replacements not covered by insurance or maintenance. Lessee

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shall not use or permit the Equipment to be used in any manner or for any purpose for which in the opinion of the manufacturer, the Equipment is not designed or reasonably suitable. Lessee shall comply with all governmental laws, rules and regulations in its use, maintenance, storage and operation of the Equipment. In case any additional or other equipment, appliance or alteration is required to be made or installed on any item of Equipment in order to comply with such laws, regulations, requirements and rules, Lessor agrees to make or install such equipment, appliance or alteration at its own expense. Such expense will be recovered as an additional fee prorated over the original life of the applicable Equipment Schedule.

(h) Lessee shall, during the term of this Lease and at its own expense, enter into and maintain in force a contract with the manufacturer or service organization reasonably acceptable to Lessor, covering at least prime shift maintenance of each item of Equipment. Such contract shall commence upon expiration of the manufacturer's warranty period, if any, relating to such item. Lessee shall furnish Lessor with a copy of such contract(s), provided written request is made by Lessor.

(i) At the termination of this Lease, Lessee shall, at its expense, return the Equipment to Lessor or to a place designated by Lessor (Lessee's cost of transportation shall be limited to the cost paid by Lessee for delivery of equipment and any excess cost shall be borne by Lessor) in the same operating order, repair condition and appearance as on the Installation Date, reasonable wear and tear only excepted. Prior to such termination, Lessee shall arrange and pay for any repairs and changes as are necessary for the manufacturer to accept the Equipment under contract maintenance at its then standard rates.

6. OWNERSHIP AND INSPECTION:

(a) Lessee shall have no interest in the Equipment other than the rights acquired as a Lessee hereunder. The Equipment is and shall always remain a separate, identifiable personality. Lessee shall not permit any item of Equipment to be installed in, or used, stored or maintained with any real property in such a manner or under such circumstances that any person might acquire any rights in such item of Equipment paramount to the rights of Lessor by reason of such item of Equipment being deemed to be real property or a fixture thereon. Lessee shall, promptly upon request of Lessor, obtain a written acknowledgment from the owner and/or mortgagee(s) of the real property in which such item of Equipment is located that such owner and/or mortgagee(s) will not at any time assert any interest in such item of Equipment or that such item of Equipment constitutes part of such real property. Lessee shall, at Lessor's request, affix to the Equipment in a prominent place or places, tags, decals, or plates furnished by

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Lessor, indicating Lessor's ownership and Lessee shall not permit their removal or concealment.

(b) Lessee shall keep the Equipment clear of all liens and encumbrances except liens or encumbrances arising through the actions or omissions of Lessor. Lessee shall not assign or otherwise encumber this Lease or any of its rights hereunder or sublease the Equipment without the prior written consent of Lessor (said consent not to be unreasonably withheld), except that Lessee may assign this Lease or sublease the Equipment to its parent or any subsidiary corporation, or to a corporation which shall have acquired all or substantially all of the property of Lessee by merger, consolidation or purchase. No Assignment or sublease shall relieve Lessee of any of its obligations hereunder.

(c) Lessor or its agents shall have free access to the Equipment at all reasonable times for the purpose of inspection, during Lessee's normal business hours and without disruption of Lessee's business.

(d) Lessee shall notify Lessor within two (2) days of all details concerning any damage to, or loss of, or improper manufacture, functioning or operation of the Equipment.

7. WARRANTIES:

(a) Lessee represents, covenants and agrees that, at the Installation Date set forth in the applicable Equipment Schedule, it shall have (i) thoroughly inspected the Equipment, (ii) determined for itself that all items of Equipment are in good condition, working order and repair and are of a size, design, capacity and manufacture selected by it and (iii) satisfied itself that the Equipment is suitable for Lessee's purposes. LESSOR LEASES THE EQUIPMENT AS IS AND, NOT BEING THE MANUFACTURER OF THE EQUIPMENT, THE MANUFACTURER'S AGENT OR THE SELLER'S AGENT, MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, CONDITION, QUALITY, CAPACITY, MATERIAL OR WORKMANSHIP OR AS TO PATENT INFRINGEMENT OR THE LIKE, it being agreed that all such risks as between Lessor and Lessee, are to be borne by Lessee. Lessee agrees to look solely to the manufacturer or to suppliers of the Equipment for any and all warranty claims and any and all warranties made by the manufacturer or the supplier of Lessor are hereby assigned to Lessee for the term of the applicable Equipment Schedule. Lessee hereby assumes the sole responsibility for, and agrees that Lessor shall not be responsible for the delivery, installation, maintenance, operation or service of the Equipment or for delay or inadequacy of any or all of the foregoing unless caused by negligence or willful misconduct of the Lessor. Lessor shall not be responsible for any direct or

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consequential loss or damage resulting from the installation, operation, maintenance or use of the Equipment or otherwise. Lessee hereby assumes, and will defend, indemnify and hold Lessor harmless against any and all claims, demands, and liabilities arising out of or in connection with the possession, use or operation of the Equipment pursuant to the terms, hereof. Where Lessor supplies equipment to Lessee, (as opposed to a purchase of installed equipment of Lessee for lease-back), Lessor warrants that all equipment so supplied shall have been acceptable for maintenance contract. Lessor agrees that Lessee, and Lessee agrees that Lessor does not take responsibility for any wrongdoing in the design, manufacture and assembly of this equipment.

(b) Lessor hereby assigns to Lessee and Lessee shall have the benefit of any and all manufacturer's warranties, service agreements and patent indemnities with respect to the Equipment; provided, however, that Lessee's sole remedy for the breach of any such warranty, indemnification or service agreement shall be against the manufacturer, and not against Lessor or any assignee of Lessor, nor shall any such breach have any effect whatsoever on the rights and obligations of either party with respect to this Lease.

(c) Lessee agrees that the application, statements, and financial reports submitted by it to Lessor and all information hereafter furnished by Lessee to Lessor will be true and correct in all material respects as of the date submitted.

8. RISK OF LOSS:

(a) Until the Equipment is returned to Lessor as provided in this Lease, Lessee relieves Lessor of responsibility for all risks of physical damage to or loss or destruction of the Equipment, howsoever caused, unless caused as a result of the negligence or active, willful misconduct of Lessor. During the term of this Lease as to any Equipment Schedule, Lessee, at its own expense shall keep in effect all risk and public liability insurance policies covering the Equipment designated in each Equipment Schedule. The public liability insurance policy shall be in such amount that is consistent with normal business practices. The all risk insurance policy shall insure against all risks of loss or damage from every cause whatsoever, with the exception of those specific causes normally excluded by most insurance carriers, i.e. nuclear holocaust, acts of God, etc. and shall be for an amount not less than the replacement cost of the Equipment. Lessor, its successors and assigns shall be named as additional insured and loss payees on such policies, which shall be written by an insurance company of recognized responsibility which is reasonably acceptable to Lessor. Evidence of such insurance coverage shall be furnished to Lessor upon written request and, from time to time, thereafter as Lessor may demand. Such

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policies shall provide that no less than fifteen days written notice shall be given Lessor prior to cancellation of such policies for any reason. Notwithstanding the above, Lessee shall have the right to self-insure.

(b) If any item of Equipment is rendered unusable as a result of any physical damage to, or loss or destruction of, the Equipment, or title thereto shall be taken by any governmental authority under power of eminent domain or otherwise, Lessee shall give to Lessor prompt notice thereof and this Lease shall continue in full force and effect without any abatement of rental. Lessee shall determine, within fifteen (15) days after the date of occurrence of any such damage or destruction, whether such item of Equipment can be repaired. [In the event Lessee determines that the item of Equipment cannot be repaired or such Equipment was lost, destroyed or title thereto taken, Lessee shall promptly replace such item of Equipment with same type and manufacturer acceptable by Lessor equipment and convey title to such replacement equipment to Lessor free and clear of all liens, claims, equities and encumbrances of every kind of nature whatsoever, and this Lease shall continue in full force and effect as though such damage, loss, destruction or taking of title had not occurred, except that the replacement equipment shall become Equipment for purposes of this Lease in lieu of the replaced Equipment.] In the event Lessee determines that such item of Equipment can be repaired, Lessee shall cause such item of Equipment to be promptly repaired. All proceeds of insurance received by Lessor or Lessee under the policy referred to in the preceding paragraph of this section shall be applied first toward the cost of such repair or replacement, and second, provided Lessee is not then in default under this Lease, to reimburse Lessee for any payments made to Lessor.

(c) Lessor agrees that if any of the Equipment associated with this contract is damaged or destroyed, and is returned to its normal operating condition or replaced under the terms of this agreement, Lessor or its agents will have no further claim against the Lessee.

9. EVENTS OF DEFAULT AND REMEDIES:

The occurrence of any one of the following shall constitute an Event of Default hereunder:

(a) Lessee fails to pay any installation of rent within ten (10) days following the date which Lessee receives written notice from Lessor, as hereinafter provided;

(b) Lessee attempts to remove, sell, transfer, encumber, sublet or part with possession of the Equipment or any items thereof, except as expressly permitted herein;

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(c) If either party shall fail to observe or perform any of the other obligations required to be observed or performed by the other party hereunder and such failure shall continue uncured for fifteen (15) days after written notice to the other party;

(d) Any representation or warranty made by Lessee herein or in any document or certificate furnished in connection herewith shall prove incorrect in any material respect and is not corrected within fifteen (15) days after written notice from the Lessor as hereinafter provided;

(e) Lessee makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy, is adjudicated a bankrupt or an insolvent, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to or acquiesces in the appointment of a trustee, receiver, or liquidator of it or of all or any substantial part of its assets or properties, or if it or its shareholders shall take any action looking to its dissolution or liquidation (however, if its shareholders can give evidence that the Lessor will be protected and by law the shareholders are still liable for Lessee's obligations to Lessor, Lessor will not consider such dissolution or liquidation as an Event of Default); or

(f) Within thirty (30) days after the commencement of any proceedings against Lessee seeking reorganization, arrangement readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceedings shall not have been dismissed, or if within thirty (30) days after the appointment, without Lessee's consent or acquiescence, of any trustee, receiver or liquidator of it or of all or any substantial part of its assets and properties, such appointment shall not be vacated.

If the Lessor considers the Lessee to be in default hereunder, the Lessor shall so notify the Lessee in writing by certified mail, specifying the nature of the Event of Default. In the event the Default is not duly remedied, Lessor will recover from Lessee an amount equal to the present value of all monies to be paid by Lessee during the remainder of the initial term or any successive period then in effect, discounted at the rate of ten percent (10%) per annum, which payment shall become immediately due and payable. In the event that Lessee shall have paid to Lessor, within thirty (30) days from receipt of Notice of Default by Lessor, the amount due as referenced herein, Lessor

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agrees that none of the following remedies in the event of default shall be undertaken or completed by the Lessor. The Lessor may also at its option do any or all of the following: (i) by notice to Lessee terminate this Lease as to any or all Equipment Schedules; (ii) whether or not this Lease is terminated as to any or all Equipment Schedules, wherever situated, and for such purpose, enter legally upon any premises with liability for any damages caused so doing or Lessor may cause Lessee, and Lessee hereby agrees, to return the Equipment to Lessor as provided in this Lease; (iii) sell, dispose of, hold, use or lease any Equipment as Lessor in its sole discretion may determine without, except as provided below, any duty to account to Lessee (and Lessor shall not be obligated to give preference to the sale, lease or other disposition of the Equipment over the sale, lease or other disposition of similar Equipment owned or leased by Lessor). Lessor will make a reasonable effort to mitigate any damages or costs.

In any event, Lessee shall, without further demand, pay to Lessor an amount equal to all sums due and payable for all periods up to and including the date on which Lessor has declared this Lease to be in default.

10. NET LEASE:

Except as otherwise specifically provided in this Lease, it is understood and agreed that this is a net lease, and that, as between Lessor and Lessee, Lessee shall be responsible for all reasonable costs and expenses of every nature whatsoever arising out of or in connection with or related to this Lease or the Equipment (including, but not limited to, transportation in and out, transportation insurance, rigging, drayage, packing, installation and disconnect charges). Lessee hereby agrees that in the event that Lessee fails to pay or perform any obligation under this Lease, Lessor may, at its option, pay or perform said obligation and any payment made or expense incurred by Lessor in connection therewith shall become additional rent which shall be due and payable by Lessee upon demand. Lessor shall not pay and/or invoice to Lessee any expense for which Lessee is responsible without first giving Lessee an opportunity to review and/or contest the expense before payment is made. All expenses, charges and penalties associated with such review or contest shall be Lessee's responsibility.

11. ASSIGNMENT:

Lessee agrees that Lessor may transfer or assign all or any part of Lessor's right, title and interest in, under or to the Equipment and this Lease and any or all sums due or to become due pursuant to any of the above, to any third party (the "Assignee") for any reason. Lessee agrees that upon receipt of

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written notice from Lessor of such assignment, Lessee shall perform all of its obligations hereunder for the benefit of Assignee and, if so directed, shall pay all sums due or to become due hereunder directly to the Assignee or to any other party designated by the Assignee. Under the terms of this agreement, Lessee agrees with Lessor and such Assignee to recognize in writing any such assignment within fifteen (15) days after receipt of written notice thereof and to pay thereafter all sums due to Lessor hereunder directly to such Assignee as directed by it notwithstanding any defense, set-off or counterclaim whatsoever (whether arising from a breach of this Agreement) that Lessee may from time to time have against Lessor, Lessee, nevertheless, reserving its rights to have recourse directly against Lessor on account of any such defense, set-off or counterclaim. Lessee shall not look to Assignee to perform any of Lessor's obligations, under the Terms of this Agreement. Lessee will not amend or modify this Agreement without the prior written consent of the Assignee; and will send a copy to Assignee of each notice which Lessee sends to Lessor. Any such assignment shall be subject to Lessee's rights to the use and possession of the machines so long as Lessee is not in default hereunder.

Upon receipt of notice of such assignment, Lessee agrees to execute and deliver to Lessor such documentation as Assignee may require, including but not limited to (i) an acknowledgment of, or consent to, assignment which may require Lessee to make certain representations or reaffirmations as to some of the basic terms and covenants contained in this Lease; (ii) a certified copy of resolutions of Lessee; (iii) an opinion of counsel for Lessee; and (iv) a Certificate of Delivery and Acceptance. Nothing contained in such documentation required by Assignee shall be in derogation of any of the rights granted to Lessee hereunder. Notwithstanding such assignment: (i) Lessor shall not be relieved of any of its obligations hereunder; and (ii) the rights of Lessee hereunder shall not be impaired.

12. INDEMNIFICATION:

Lessee shall indemnify and save Lessor harmless from any and all claims, charges, liabilities, obligations, damages actually incurred, penalties, causes of action or losses (including legal fees and expenses) arising out of Lessee's use or possession of the machines. If any action, suit, claim or proceeding is brought against Lessee or its Assignee by reason of any such occurrence, Lessee will at its own expense, defend such actions or proceedings on behalf of Lessor or Assignee utilizing counsel designated by Lessee and approved by Lessor. All indemnities contained in this Lease shall survive the expiration or other termination of this Lease or any Schedule and are expressly made for the benefit of, and shall be enforceable by, the Lessor, its assigns and successors.

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13. MISCELLANEOUS:

(a) Neither this Lease nor any consent or approval provided for herein shall be binding upon Lessor unless signed on its behalf by a duly authorized officer. This Agreement shall be deemed to have been made in the State of West Virginia and shall be governed in all respects by the laws of such State.

(b) This Lease and any Equipment Schedules executed hereunder, constitutes the entire agreement between Lessee and Lessor with respect to the Equipment, and no covenant, condition or other term or provision may be waived or modified orally.

(c) All notice hereunder may be given via electronic means and shall be promptly confirmed in writing. Such writing shall be delivered in person sent by registered or certified mail, postage prepaid, to the address of the other party as set forth herein, or to such other address as such party shall have designated by proper notice.

(d) This Lease shall be binding upon and inure to the benefit of Lessor and Lessee and their respective successors and assigns (including any subsequent assignee of Assignee).

(e) If any term or provision of this Lease or the application thereof to any person is, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of such provision to the person other than those to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

(f) No waiver of any of the terms and conditions hereof shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given. The waiver by Lessor or Lessee of any breach of any obligation of Lessee or Lessor shall not be deemed a waiver of such obligation. The subsequent acceptance of rental payments hereunder by Lessor shall not be deemed a waiver of any prior existing breach by Lessee regardless of Lessor's knowledge of such prior existing breach at the time of acceptance of such rental payments. The rights afforded Lessor and Lessee under this Paragraph shall not be deemed to be exclusive, but shall be in addition to any rights or remedies provided by law.

(g) Lessor is hereby authorized by Lessee to cause this Lease to be filed or recorded for the purposes of showing Lessor's interest in the Equipment.

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(h) In the event that the Installation Date does not occur within forty-five (45) days of the Projected Installation Date (as set forth in the applicable Equipment Schedule), then Lessor, at its option, may terminate the applicable Equipment Schedule and this Lease (to the extent that it applies to said Equipment Schedule).

(i) In the event of any conflict between the terms and conditions of this Lease Agreement and the terms and conditions of any Equipment Schedule(s) or Rider(s) thereto, the terms and conditions of such Equipment Schedule(s) or Rider(s) shall prevail.

(j) Each year during the term of this Lease, Lessee hereby agrees to deliver to Lessor a copy of Lessee's annual report within a reasonable time after said statements are available, provided written request is made by Lessor.

(k) The obligations which Lessee is required to perform during the term of this Lease shall survive the expiration or other termination of this Lease, but only to the extent that such obligations remain unperformed as of the expiration or termination of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

LESSOR:

LEASING SERVICE CORPORATION

BY: [Signature]

Certified to be a true and exact copy of the original

LESSEE:

WEIRTON STEEL CORPORATION

BY: [Signature]

on this 6th., day of March, 1986

Alison McEwen

Alison McEwen

Notary Public

ALISON MCEWEN, NOTARY PUBLIC
GREEN TREE BORO, ALLEGHENY COUNTY
MY COMMISSION EXPIRES DEC. 21, 1987
Member, Pennsylvania Association of Notaries

BY: [Signature]

BY: [Signature]
Executive Vice President

Equipment Schedule and Rider #14 to Lease #1999Z-L-10-60318-1 dated March 19, 1985 between the undersigned Lessor, and Lessee.

In the event of any conflict between the terms and conditions of the Lease Agreement and the terms and conditions of this Equipment Schedule and Rider #14 thereto, the terms and conditions of this Equipment Schedule and Rider #14 shall prevail.

Description of Equipment: Twenty-Five (25) Used Pullman Standard Gondola Railroad Cars used for Interplant Service only 52' 6" long x 3' 6" wide x 3' 6". 1745 Cubic feet per car, GB AAR Mechanical Designation 70 ton friction bearing Truck Cars. Car Numbers; WSX 2031, WSX 2032, WSX 2033, WSX 2034, WSX 2035, WSX 2036, WSX 2037, WSX 2038, WSX 2039, WSX 2040, WSX 2041, WSX 2042, WSX 2043, WSX 2044, WSX 2045, WSX 2046, WSX 2047, WSX 2048, WSX 2049, WSX 2050, WSX 2051, WSX 2052, WSX 2053, WSX 2054, WSX 2055

Lessee agrees and promises to pay to the order of Leasing Service Corporation at its office at Nine Parkway Center, Suite 272, Pittsburgh, PA 15220 or at such other place as Lessor may from time to time appoint, the Total Rent in the amount of \$95,385.60 plus any applicable sales tax, which total rent shall be payable in 36 consecutive monthly rental installments each installment in the amount of \$2,649.60 plus any applicable sales tax, monthly rental installments shall commence on the 28th day of February, 1986 and continue on the same day of each month thereafter until paid. The term of this lease shall commence upon the acceptance hereof by Lessor and shall terminate 30 days following the due date of the final installment of rent as provided hereinabove.

PURCHASE OPTION: Notwithstanding anything to the contrary contained herein, Lessee shall have the option to purchase Lessor's right, title and interest in and to the Equipment described hereinabove as a whole, but not in part as-is, where-is, at the end of the Lessee term provided that Lessee then is not, and has not been in default hereunder. Said option, to be effective, must be exercised by Lessee giving written notice to Lessor at least thirty (30) days prior to the end of such term of Lessee's exercise of said option and upon payment simultaneously with the giving of such notice of \$13,500.00 plus any and all applicable taxes. Lessee agrees that any default hereunder shall render said option null and void and of no force and effect and that this provision will be strictly enforced.

Executed and agreed to this 6th day of March, 1986

LESSOR:

LESSEE:

LEASING SERVICE CORPORATION

WEIRTON STEEL CORPORATION

BY: [Signature]

X BY: [Signature]

Title: Assistant Vice President

Title: Executive Vice President

STATE OF Pennsylvania

STATE OF West Virginia

COUNTY OF Allegheny

COUNTY OF Brooke

On this 6th day of March 1986 before me personally appeared Gilbert A. Clements, to me personally known, who being by me duly sworn, says that he is the

On this 3rd day of March 1986 before me personally appeared Carl Valdiserri, to me personally known, who being by me duly sworn, says that he is the Executive

Assistant Vice President of Leasing Service Corporation, that the seal 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.

Vice President of Weirton Steel Corporation, that the seal 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.

SEAL Alison McEwen
Title of Officer

SEAL Marcia Wodnicki
Marcia Wodnicki
Title of Officer
Notary Public

ALISON McEWEN, NOTARY PUBLIC
GREEN TREE BORO, ALLEGHENY COUNTY
MY COMMISSION EXPIRES DEC. 21, 1987
Member, Pennsylvania Association of Notaries

My Commission Expires November 7, 1993

