Greenville Leasing Company

700 Porter Building, Pittsburgh, PA 15219

J. R. Young,
Vice President

412/456-4488

MAY 16 1984

10.00

May 15, 1984

RECORDATION NO. 8805-A Filed 1425

MAY 16 1984 12 25 PM

INTERSTATE COMMERCE COMMISSION

Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

4-136

Please deliver directly to Mildred Lee, Room 2303

Dear Ms. Mergenovich:

Enclosed for recordation under the provisions of Section 11303(a) of Title 49 of the U. S. Code are the original and three counterparts of a Novation Agreement Amending Equipment Lease, dated as of December 31, 1980. This Novation Agreement is a secondary document.

The primary document to which this is connected is the Equipment Lease recorded at 2:25 p.m. on May 2, 1977, with Recordation Number 8805.

A general description of the railroad cars covered by the enclosed document and intended for use related to interstate commerce is set forth in Schedule A attached to this letter and made a part hereof.

The names and addresses of the parties to the Novation Agreement are as follows:

Former Lessee:	Greenville Steel Car Company Greenville, Pennsylvania 16125
Substituted Lessee:	Greenville Leasing Company Greenville, Pennsylvania 16125
Lessor:	BT Equipment Leasing, Inc. 280 Park Avenue New York, New York 10017

The undersigned is the substituted lessee mentioned in the enclosed document and has knowledge of the matters set forth therein.

Please return the original and two counterparts of the Novation Agreement to John R. Young, 700 Porter Building, Pittsburgh, PA 15219.

Also enclosed is a check in the amount of $10 covering the required recording fee.

A short summary of the enclosed secondary document to appear in the Index follows:

Novation Agreement Amending Equipment Lease recorded on May 2, 1977 at 2:25 p.m. with Recordation No. 8805, dated as of December 31, 1980 and covering 100 all steel 100 ton Twin Ballast cars, substituting Greenville Leasing Company as Lessee in place of Greenville Steel Car Company.

Very truly yours,

GREENVILLE LEASING COMPANY

By John R. Young
Its Vice President
SUBSTITUTED LESSEE AS AFORESAID

Enclosures

SCHEDULE A
(to Letter of Transmittal)

DESCRIPTION OF EQUIPMENT

DESCRIPTION:	One hundred All Steel 100-ton Twin Ballast Cars
MANUFACTURER:	Greenville Steel Car Company
IDENTIFICATION MARKS AND NUMBERS (BOTH INCLUSIVE:	MILW 341450 to 341549

RECORDATION NO. 8805-A Filed 1425
MAY 15 1984 -12 25 PM
INTERSTATE COMMERCE COMMISSION

NOVATION AGREEMENT AMENDING EQUIPMENT LEASE

WHEREAS, GREENVILLE STEEL CAR COMPANY, a Pennsylvania corporation ("Greenville"), and BT EQUIPMENT LEASING, INC., a New York corporation (the "Lessor"), entered into an Equipment Lease dated as of April 1, 1977 (the "Lease"), providing for the lease to Greenville of 100 All Steel 100-Ton Twin Ballast Cars, Road Nos. MILW 341450 to 341549 inclusive; and

WHEREAS, Greenville now wishes to amend the Lease so as to substitute Greenville Leasing Company, a Delaware corporation ("Leasing"), as Lessee under the Lease; Leasing is willing to become, and be substituted for Greenville as, Lessee thereunder; Lessor is willing to agree to the said substitution; and the parties hereto desire to enter into this Novation Agreement in order to effectuate the foregoing;

NOW THEREFORE, in consideration of the receipt of good and valuable consideration including the mutual promises hereinafter set forth, the parties hereto, intending to be legally bound hereby, do hereby agree as follows, effective as of December 31, 1980 (the "Effective Date"):

1. Novation. As of the Effective Date, Leasing shall become and be substituted for Greenville as Lessee under the Lease; Leasing agrees to perform all obligations of the Lessee

which shall arise or accrue after the Effective Date, including, without limitation, the recording of this Novation Agreement as required by Section 27 of the Lease; Leasing shall be entitled to all rights of the Lessee under the Lease which shall arise or accrue after the Effective Date; and neither Greenville nor Pittsburgh Forgings Company, as Guarantor, shall be liable in any way to the Lessor for the performance or non-performance of the obligations of the Lessee under the Lease which shall arise or accrue after the Effective Date.

2. General. Each and every other provision, term or condition of the Lease will remain unchanged and in full force and effect.

3. The Lessor hereby consents to the terms and conditions of this Novation Agreement.

WITNESS the due execution hereof as of the 31st day of December, 1980.

Attest:

John R. Young
ASST. SECRETARY
[Corporate Seal]

GREENVILLE STEEL CAR COMPANY

By Marshall L. Buttman
CHAIRMAN

Attest:

John R. Young
ASST. SECRETARY
[Corporate Seal]

GREENVILLE LEASING COMPANY

By Edward H. Moore
VICE PRESIDENT

Attest:

Stephen Arnold
ASST. SECRETARY
[Corporate Seal]

BT EQUIPMENT LEASING, INC.

By John Newman
Vice Pres.

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF ALLEGHENY)

On this 10th day of April, 1981 before me personally appeared Marshall L. Berkman to me personally known, who being duly sworn, says that he is Chairman of Greenville Steel Car Company, a Pennsylvania 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 vested in him by its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Caroline B. Hodge

CAROLINE B. HODGE, Notary Public
PITTSBURGH, ALLEGHENY COUNTY, PENNSYLVANIA
My Commission Expires March 16, 1982

[Notarial Seal]

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF ALLEGHENY)

On this 10th day of April, 1981 before me personally appeared Edward H. Moores to me personally known, who being duly sworn, says that he is a Vice President of Greenville Leasing Company, a Delware 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 vested in him by its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Caroline B. Hodge

CAROLINE B. HODGE, Notary Public
PITTSBURGH, ALLEGHENY COUNTY, PENNSYLVANIA
My Commission Expires March 16, 1982

[Notarial Seal]

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 15 day of April ,1981 before me personally appeared John Duncan to me personally known, who being duly sworn, says that he is Vice President of BT Equipment Leasing, Inc., a New York 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 vested in him by its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Elizabeth A. Fewkes

ELIZABETH A. FEWKES
Notary Public, State of New York
No. 31-4654612
Qualified in ~~New York~~ Richmond County
Commission Expires March 30, 1983

[Notarial Seal]