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LAW OFFICES OF
ROBERT G. SHEPHERD, JR.
SUITE 1200
1133 15TH STREET, N.W.
WASHINGTON, D.C. 20005
(202) 457-7944

ROBERT G. SHEPHERD, JR.
LOUIS E. GITOMER

FAX:
(202) 728-1196

May 24, 1991

RECORDATION NO 5816-E FILED 1425

Honorable Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

MAY 24 1991 - 11 00 AM
INTERSTATE COMMERCE COMMISSION

Dear Secretary Strickland:

I have enclosed the original and one copy of the document described below, to be recorded pursuant to 49 U.S.C. 11303.

The document is a Lease Extension Agreement, a secondary document dated September 30, 1990. The primary document to which this is connected is recorded under Recordation No. 5816. We request that this release be recorded under Recordation No. 5816-E.

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

Cleveland Electric Illuminating Company
55 Public Square
Cleveland, OH 44101

GATX/GLC Leasing Corporation
Four Embarcadero Center
Suite 2200
San Francisco, CA 94111

A description of the equipment covered by the amendment consists of: 295 108-ton Aluminum gondola cars, with the following numbers: GSCX 9000 - 9294, inclusive.

A fee of \$15.00 is enclosed. Please return the original to:

Louis E. Gitomer
Suite 1200
1133 15th Street, N.W.
Washington, D.C. 20005

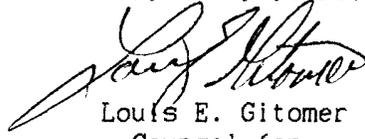
C. Amtegrato

Honorable Sidney L. Strickland

A short summary of the document to appear in the index follows:

Lease Extension Agreement, between Cleveland Electric Illuminating Company, 55 Public Square, Cleveland, OH 44101, and GATX/GLC Leasing Corporation, Four Embarcadero Center, Suite 2200, San Francisco, CA 94111, covering 295 108-ton Aluminum gondola cars, with the following numbers: GSCX 9000 - 9294, inclusive.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Louis E. Gitomer".

Louis E. Gitomer
Counsel for,
GATX Capital Corporation

Attachment

Interstate Commerce Commission

Washington, D.C. 20423

5/24/91

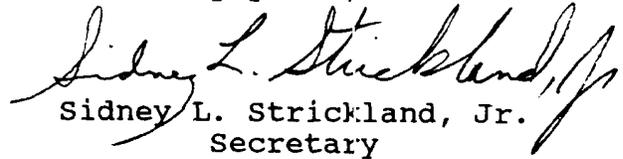
OFFICE OF THE SECRETARY

Louis E. Gitomer
Robert G. Shepherd, Jr.
Suite 1200
1133 15th Street, N. W.
Washington, D. C. 20005

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/24/91 at 11:00AM, and assigned recordation number(s). 5816-E, 3064-I and 8121-K

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

LEASE EXTENSION AGREEMENT

RECORDATION NO. 5816-E FILED 1991

MAY 24 1991 - 11 00 AM

INTERSTATE COMMERCE COMMISSION

THIS LEASE EXTENSION AGREEMENT ("Lease") is entered into as of September 30, 1990 between GATX/GLC LEASING CORPORATION ("Lessor") and CLEVELAND ELECTRIC ILLUMINATING COMPANY ("Lessee").

Section 1. Recitals of Fact.

(a) Lessee and GSCX First Equipment Corporation ("Nominee") have entered into a Lease of Equipment dated as of August 1, 1970 (the "Lease"). Pursuant to the Lease, Lessee leased the railroad equipment described on Exhibit A hereto (the "Equipment") from Nominee.

(b) Simultaneously with the Lease, the Nominee and Greenville Steel Car Company ("Greenville") entered into a Nominee Agreement dated as of August 1, 1970, providing among other things,

(i) that the Nominee, in taking title to the Equipment, in leasing the Equipment pursuant to the Lease and in executing various other documents relating to the purchase and lease of the Equipment (collectively, the "Lease Documents"), would act solely as nominee for Greenville;

(ii) that all right, title and interest of the Nominee in and to the Lease and the Lease Documents, all insofar as they relate to the Equipment, would, upon their execution and delivery be, and would continue to be, held by the Nominee as nominee for Greenville;

(iii) that all the right, title and interest of the Nominee in and to the Equipment would be taken and held by the Nominee as nominee for Greenville; and

(iv) that all rents, profits and other income and receipts which may be received by the Nominee pursuant to the Lease with respect to the Equipment shall at all times be the property of and belong to Greenville.

(c) Pursuant to an Assignment and Agreement dated as of August 1, 1970, Nominee assigned its right, title and interest in and to the Equipment and the Lease Documents to Greenville;

(d) Pursuant to an Assignment and Agreement dated as of December 31, 1980, Greenville sold and assigned its right, title and interest in the Equipment, the Nominee Agreement and the Lease Documents to Greenville Leasing Company;

(e) Greenville Leasing Company is the prior name of Lessor and Lessor and Greenville Leasing Company are one and the same company;

(f) Pursuant to a Nominee Reconveyance Agreement dated as of September 30, 1990, Nominee has conveyed to Lessor all of Nominee's right, title and interest in and to the Equipment, the Lease, the Nominee Agreement and the Lease Documents, thereby providing Lessor with both legal and beneficial title thereto;

(g) Lessee has exercised one five (5) year renewal option under the Lease and the Lease is now scheduled to terminate on June 15, 1991;

(h) Lessee and Lessor desire to extend the term of the Lease for an additional period to end September 21, 1997 (the "Lease Extension Date"); and

(i) Capitalized terms used herein which are not otherwise defined shall have the meanings given to such terms in the Lease.

Section 2. Term; Rental; Casualty Value.

Lessor and Lessee hereby agree that:

(a) The term of the Lease is hereby extended to end on the Lease Extension Date.

(b) The rental payments during the period ending on the Lease Extension Date (the "Extension Period") shall be as specified in Section 12 of the Lease and shall be payable in arrears on the dates set forth in the Lease, except the final rental payment (for the period commencing June 16, 1997 and ending the Lease Extension Date) shall be due on the Lease Extension Date. The rental for such final period shall be prorated by a fraction, the numerator of which is the number of days in the period commencing June 16, 1997 and ending the Lease Extension Date, and the denominator of which is the number of days in the period commencing June 16, 1997 and ending December 16, 1997.

(c) Lessor and Lessee agree that upon termination of the Extension Period, Lessee shall have one (1) five (5)-year renewal option, at the rate and on the terms described in Section 12 of the Lease. The renewal option period, if said option is exercised, shall terminate September 21, 2002.

Section 3. Other Terms.

(a) Except as specifically set forth in this Extension Agreement, the other terms of the Lease shall remain in full force and effect.

(b) Lessor's address for notices shall be:

GATX/GLC Leasing Corporation
c/o GATX Capital Corporation
Four Embarcadero Center, Suite 2200
San Francisco, California 94111
Attn: Contract Administration

(c) all payments of rent and other payments under this Lease shall be sent by wire transfer to:

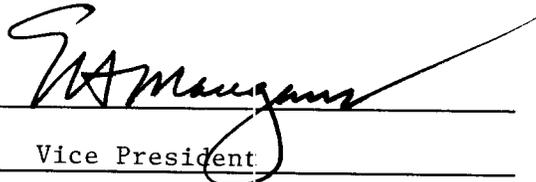
Security Pacific National Bank
ABA #122-000043
San Francisco Main Office
201 California Street
San Francisco, California 94111

Credit: GATX/GLC Leasing Corporation
#512-832256

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date first above written.

THE CLEVELAND ELECTRIC ILLUMINATING
COMPANY,

By



Title

Vice President

Attest:

By



Title

ASSISTANT
Secretary

GATX/GLC LEASING CORPORATION

By



Title

VICE PRESIDENT

Exhibit A - Equipment Description

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

On this 18th day of January, 1991, before me personally appeared E. H. Maugans, to me personally known, who, being by me duly sworn, says that he is Vice President of the CLEVELAND ELECTRIC ILLUMINATING COMPANY, that one of the seals 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.

Sandra Y. Clarke
Notary Public

SONDRA Y. CLARKE
Notary Public, State of Ohio
Recorded in Cuyahoga Cty.
My Comm. Expires 11-26-93

[Notarial Seal]

CORPORATE ACKNOWLEDGMENT

NO. 202

State of California }
County of San Francisco } SS.

On this the 30th day of JANUARY 1991 before me,

Julie A. Cross
the undersigned Notary Public, personally appeared

John B. West
 personally known to me

proved to me on the basis of satisfactory evidence
to be the person(s) who executed the within instrument as
Vice President or on behalf of the corporation therein
named, and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.
Julie A. Cross
Notary's Signature



ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document LEASE Extension Agreement
Number of Pages 5 Date of Document As of September 30, 1990
Signer(s) Other Than Named Above Cleveland Electric Illuminating

ANNEX A

<u>Quantity</u>	<u>Type and Specifications</u>	<u>Cost</u>	<u>Identifying Numbers (both inclusive)</u>
295	108-ton Aluminum gondola cars, GSCTCo Specification No. 4461; AAR Mechanical Designation GT	\$6,233,350	GSCX 9000 to 9294