

RECORDATION NO. 19321-L  
FILED 1997  
JAN 27 1997

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
918 SIXTEENTH STREET, N.W.  
SUITE 200  
WASHINGTON, D.C.  
20006-2973  
(202) 393-2266  
FAX (202) 393-2156

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

*Urban A. Lester*  
*Mr. Williams*  
*19321-L*

January 27, 1997

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of Equipment Schedule No. 986, dated as of January 22, 1997, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to Master Lease Agreement previously filed with the Commission under Recordation Number 19321.

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

Lessor: Pitney Bowes Credit Corporation  
201 Merritt Seven  
Norwalk, Connecticut 06856

Lessee: USX Corporation  
600 Grant Street  
Pittsburgh, Pennsylvania 15219

A description of the railroad equipment covered by the enclosed document is:

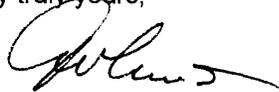
four (4) air side dump cars USX 2604 and USX 2607 through USX 2609

Mr. Vernon A. Williams  
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Also enclosed is a check in the amount of \$22.00 payable to the order of the  
Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "R. Alvord", written in black ink.

Robert W. Alvord

RWA/bg  
Enclosures

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**MEMORANDUM  
OF MASTER LEASE AGREEMENT**

On the date hereof, the parties hereto entered into that certain Master Lease Agreement No. 1801414 (the "Lease Agreement") dated as of February 5, 1993, and that certain Equipment Schedule No. 986 dated as of January 22, 1997 attached and incorporated by reference thereto, by and between Pitney Bowes Credit Corporation ("Lessor"), having a place of business located at 201 Merritt Seven, Norwalk, Connecticut 06856-5151, and USX Corporation ("Lessee"), having its principal place of business located at 600 Grant Street, Pittsburgh, Pennsylvania 15219 pursuant to which Lessor has leased to Lessee the Equipment described on Annex I hereto, subject to the terms and conditions of said Lease Agreement.

IN WITNESS WHEREOF, each of the undersigned pursuant to due corporate authority has caused this Memorandum to be duly executed in its respective corporate name and hereby declares under penalty of perjury that this Memorandum is a true and correct document and is effective as of the 22nd day of January, 1997.

PITNEY BOWES CREDIT CORPORATION

USX CORPORATION



BY: *Michael J. Levy*

BY: *R. R. Young*

ITS: MICHAEL J. LEVY  
Vice President  
Credit/Operations

ITS: Manager, Leasing Marathon Oil Company  
as authorized agent for USX Corporation

DATE: January 22, 1997

**CORPORATE FORM OF ACKNOWLEDGEMENT**

On this 22nd day of January, 1997, before me personally appeared R. R. Young, to me personally known, who being by me duly sworn, says that he is Manager, Leasing Marathon Oil Company as authorized agent for USX Corporation, that said instrument was signed on behalf of said corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Diana L. Lukerman*

Signature of Notary Public

DIANA L. LUKERMAN  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires Mar. 3, 1997

My commission expires

Seal

ANNEX I  
 TO EQUIPMENT SCHEDULE NO. 986  
 UNDER MASTER LEASE AGREEMENT  
 DATED FEBRUARY 5, 1993  
 BETWEEN  
 PITNEY BOWES CREDIT CORPORATION, LESSOR  
 AND  
 USX CORPORATION, LESSEE

| <u>Quantity</u> | <u>Manufacturer</u> | <u>Railcar No.</u> | <u>Description</u> | <u>Location</u> | <u>Serial Number</u> | <u>Lessor's Cost</u> | <u>Rent</u> |
|-----------------|---------------------|--------------------|--------------------|-----------------|----------------------|----------------------|-------------|
| 1               | Difco               | USX-2604           | Air Side Dump Car  | Mt. Iron, MN    | 2126-01              | \$127,630.00         | \$4,002.86  |
| 1               | Difco               | USX-2607           | Air Side Dump Car  | Mt. Iron, MN    | 2126-04              | 127,630.00           | 4,002.86    |
| 1               | Difco               | USX-2608           | Air Side Dump Car  | Mt. Iron, MN    | 2126-05              | 127,630.00           | 4,002.86    |
| 1               | Difco               | USX-2609           | Air Side Dump Car  | Mt. Iron, MN    | 2126-06              | 127,630.00           | 4,002.86    |

