



0-312A031

100 North Charles Street
Baltimore, MD 21201
(301) 237-4605

CSX DISTRIBUTION SERVICES & CSX EQUIPMENT

Robert F. Hochwarth
Senior Counsel

November 7, 1990

RECORDATION NO. 17076 FILED 1425

NOV 8 1990 - 3 40 PM

INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland, Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, NW
Washington, DC 20423

Attention: Recordation Unit
Ms. Mildred Lee

Dear Sir:

On behalf of CSX Transportation, Inc., enclosed for filing and recording under 49 U.S.C. § 11303(a) and the regulations promulgated thereunder are four executed counterparts of an Interim User Agreement dated November 1, 1990, not previously recorded, among Bethlehem Steel Corporation, The Baltimore and Ohio Chicago Terminal Railroad Company and CSX Transportation, Inc. This Agreement allows use of the following described equipment pending establishment of permanent financing. Equipment covered by the above agreement consists of 550 5300-cubic-foot triple hopper coke cars bearing road numbers CSXT 295000 - CSXT 295549, inclusive.

The parties to the enclosed agreement are:

Bailor:

Bethlehem Steel Corporation
Milton Tower
Eighth and Eaton Avenue
Bethlehem, PA 18016

Bailees:

CSX Transportation, Inc.
100 North Charles Street
Baltimore, MD 21201

The Baltimore and Ohio Chicago Terminal Railroad
Company
100 North Charles Street
Baltimore, MD 21201

NOV 10 1990

Sidney L. Strickland, Secretary
November 7, 1990
Page 2

The equipment will be marked "CSX Transportation, Inc.", or CSXT, or in some other appropriate manner and will also be marked "OWNERSHIP SUBJECT TO A SECURITY AGREEMENT FILED WITH THE INTERSTATE COMMERCE COMMISSION."

Enclosed is a check in the amount of \$15.00 in payment of the filing fee.

Once the filing has been made, please return to the undersigned stamped copies of the agreement not needed for your files, together with the fee receipt, a copy of the letter from the ICC acknowledging the filing, and an extra copy of this letter of transmittal.

PLEASE NOTE: It will be greatly appreciated if you would telephone me collect after this document has been recorded.

Very truly yours,



RFH/lws

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

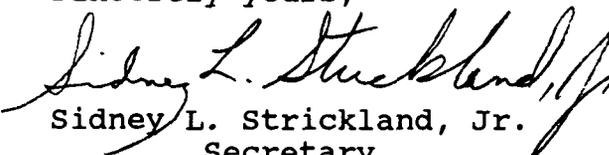
11/8/90

Robert F. Hochwarth-
Senior Counsel
CSX Transportation
100 North Charles Street
Baltimore, Maryland 21201

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 11/8/90 at 3:40PM , and assigned recordation number(s). 17076.

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

17076

RECORDATION NO. _____ FILED 1425

NOV 8 1990 - 3 42 PM

INTERSTATE COMMERCE COMMISSION

INTERIM USER AGREEMENT

Dated as of November 1, 1990

among

BETHLEHEM STEEL CORPORATION,

THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY,

and

CSX TRANSPORTATION, INC.

550 5300-Cubic Foot 100-Ton Triple Hopper Coke Cars

THIS AGREEMENT, dated as of November 1, 1990, by and among BETHLEHEM STEEL CORPORATION, a Delaware corporation (the "Manufacturer"), THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY, an Illinois corporation ("BOCT"), and CSX TRANSPORTATION, INC., a Virginia corporation ("CSXT"), an affiliate of BOCT.

W I T N E S S E T H:

THAT

WHEREAS, CSXT desires to acquire the use of 550 new 5300 cubic foot, 100-ton, triple hopper coke cars, to bear CSXT's road numbers CSXT 295,000 through CSXT 295,549, both inclusive, such cars being hereinafter collectively called the "Units";

WHEREAS, BOCT and Manufacturer have contracted for the purchase and sale of the Units pursuant to the letters dated August 3, 1990, and September 11, 1990, between CSXT, as agent for BOCT, and the Manufacturer (collectively, the "Purchase Order");

WHEREAS, the Manufacturer is to construct and deliver the Units to CSXT at Johnstown, Pennsylvania, beginning in November 1990;

WHEREAS, inasmuch as BOCT has not yet consummated financing arrangements for the acquisition of the Units and therefore, in the absence of this agreement is not in a position to accept delivery of and purchase the Units;

WHEREAS, BOCT anticipates that the above-mentioned financing arrangements (the "Financing") will be consummated on or before February 1, 1991, and BOCT, in order that CSXT may take possession of and use the Units pending completion of such Financing, has requested that the Manufacturer grant to CSXT temporary possession of and the right to use the Units pursuant to the terms of this Agreement; and

WHEREAS, Manufacturer is willing to grant such right to use the Units upon the terms and conditions hereinafter stated in return for the agreement of BOCT to consummate the Financing by February 1, 1991.

NOW, THEREFORE, in consideration of the premises and of the covenants of the parties contained herein, the parties agree as follows:

1. Manufacturer hereby agrees to deliver physical possession of the Units to CSXT at Manufacturer's place of

business in Johnstown, Pennsylvania in accordance with the Purchase Order. The rights of CSXT and BOCT hereunder in respect of each Unit shall commence on the date of acceptance of such Unit from the Manufacturer (the "Acceptance") and end on the earlier of February 1, 1991, or the date of payment of the purchase price of such Unit by BOCT, or by its designee under the Financing (the "Closing"). BOCT shall purchase all accepted Units from Manufacturer or provide a purchaser therefor on or before February 1, 1991, and Manufacturer shall sell such Units to BOCT or such purchaser as BOCT may provide, at the purchase prices as set in the Purchase Order, and the obligation of each so to do shall be absolute, regardless of the condition of such Units at the time of Closing. On Acceptance, BOCT and CSXT shall assume the responsibility and risk of loss with respect to such Unit and will deliver to Manufacturer a Certificate of Inspection and Acceptance substantially in the form attached hereto as Exhibit A (the "Certificate of Inspection and Acceptance"). On Acceptance, the Manufacturer's warranty as set forth in the Purchase Order will commence.

2. Full and complete title to the Units shall remain in Manufacturer until Closing and BOCT's and CSXT's rights and interests therein shall be solely that of temporary possession, custody, and use under this Agreement. Neither BOCT nor CSXT nor any third party acquiring an interest in the Units by reason of the Financing shall by virtue of this Agreement or the temporary possession and use of the Units by CSXT under or pursuant to this Agreement or of anything permitted to be done by BOCT or CSXT hereunder in respect of the Units, acquire any title to or ownership of the Units, or any portion thereof, and title to or ownership of the Units shall remain solely in the Manufacturer until Closing. Transfer of title to any Unit to BOCT or to any purchaser provided by BOCT shall be effected only at the Closing by delivery by the Manufacturer of a bill of sale to BOCT or to such purchaser; provided, however, that title to different Units may be transferred at different times and under separate bills of sale, to the extent that such Units shall be subject to different financing arrangements; provided, further, that title under such bills of sale shall be transferred either to BOCT or to such third party or parties as may designate to the Manufacturer. When the purchase price of any Unit has been paid in full to Manufacturer and Manufacturer has delivered an appropriate bill of sale, this Agreement shall automatically be terminated with respect to such Unit without further action by or notice to any party concerned. Prior to delivery of any Unit, BOCT and CSXT shall do such acts as may be required by law, or requested by Manufacturer, for the protection of Manufacturer's title to and interest in the Units, including, without limitation, recording or at BOCT's or CSXT's expense a fully signed counterpart of this Agreement with the Interstate Commerce Commission, with the corresponding offices in Canada if any of the Units will be used in Canada and wherever else necessary to protect the Manufacturer's interest.

3. This Agreement is an arrangement under which CSXT will have temporary possession, custody, and use of the Units to be purchased from Manufacturer, and the risk of loss of the Units after Acceptance is on BOCT and CSXT.

4. Any security deposits advanced to the Manufacturer by or on behalf of BOCT or CSXT to secure payment of the purchase price of the Units and the performance by BOCT and CSXT hereunder may be retained and used by Manufacturer until payment of the purchase price is made, and such deposits shall, at the election of the Manufacturer, either be applied toward payment of the purchase price or be returned to BOCT or CSXT, as the case may be, at the time such payment is made.

5. Upon default by BOCT or CSXT in performing any term of this Agreement or the Purchase Order, Manufacturer, without demand or notice, may, but shall not be obligated to, in its sole discretion terminate this Agreement and upon such termination the Manufacturer may apply any deposits to the payment of the purchase price of the Units. Upon such termination, CSXT and BOCT shall, if requested by the Manufacturer, at no cost to the Manufacturer immediately assemble all of the Units, make them available to the Manufacturer at such place or places on BOCT or CSXT's property or at Johnstown, Pennsylvania, as the Manufacturer may designate and protect, preserve and hold the Units pending receipt of further instruction from the Manufacturer.

6. It is the intent of the parties that the Manufacturer shall suffer absolutely no loss as a result of this Agreement and BOCT and CSXT jointly and severally agree that they will permit no liens of any kind to attach to the Units, and that they will (a) indemnify, defend, and save harmless the Manufacturer from and against all claims, expenses, costs, or liabilities of whatsoever kind (except claims or liabilities based on or arising out of any breach of warranty or any defect in the Units for which Manufacturer is responsible under the Purchase Order), arising out of retention by Manufacturer of title to the Units or out of the temporary possession, use and operation thereof by CSXT during the period when title thereto remains in Manufacturer, or otherwise out of this Agreement (including without limitation consequential damages and lost profits under the Purchase Order) and (b) pay any and all taxes, (other than income taxes imposed on the Manufacturer), fines, charges, and penalties that may accrue or be assessed or imposed upon the Units or the Manufacturer because of its ownership or because of the use, marking, operation, management or handling of the Units by CSXT while title to such Units remains in Manufacturer pursuant to this Agreement.

7. BOCT and CSXT shall, at their own expense, keep and maintain the Units in good order and running condition and will,

at their option, repair or replace or promptly pay to Manufacturer the purchase price in cash of those Units which may be damaged or destroyed by any cause during the term of this Agreement in default of which the Manufacturer shall have the right to apply any security deposits in its possession to the purchase price of such Units (in which event title to such Unit shall pass automatically to BOCT). Neither BOCT nor CSXT shall change the design, construction or specifications of any Unit, or any part thereof, without the prior written approval of the Manufacturer. CSXT shall maintain, use and operate the Units in compliance with all applicable laws, rules and regulations.

8. Prior to the physical delivery of any Unit to CSXT it will be numbered with its appropriate road number; in addition, there shall be plainly, distinctly, permanently, and conspicuously marked and maintained by CSXT upon each side of each Unit in letters not less than one inch in height the following words:

OWNERSHIP SUBJECT TO A SECURITY AGREEMENT FILED
WITH THE INTERSTATE COMMERCE COMMISSION

No numbers shall be placed on the Units other than those specified in the first "Whereas" clause of this Agreement.

9. The Manufacturer shall have the right to assign its rights under this Agreement.

10. Subject to this Agreement and the rights of the Manufacturer hereunder, and without releasing BOCT or CSXT from any of their obligations hereunder, BOCT and CSXT shall have the right to assign or transfer their rights hereunder, or in particular Units hereunder, pursuant to the Financing.

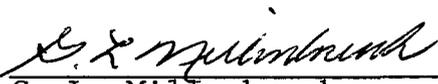
11. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Manufacturer, BOCT and CSXT have caused this instrument to be signed and acknowledged by their proper officers and their respective corporate seals to be hereunto affixed and duly attested, as of the day and year first above written.

ATTEST.

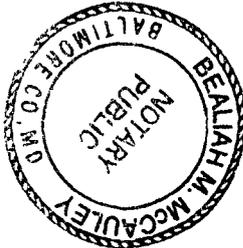

Assistant Secretary

BETHLEHEM STEEL CORPORATION

By 
G. L. Millenbruch
Senior Vice President and
Chief Financial Officer

STATE OF MARYLAND)
) ss:
CITY OF BALTIMORE)

On this 7th day of November, 1990, before me personally appeared A. B. Aftoora, to me personally known, who, being by me duly sworn, says that he is Treasurer of CSX TRANSPORTATION, INC., that said instrument was executed on behalf 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.

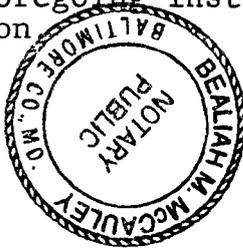


Bealiah M. McCauley
Notary Public

My commission expires: 11-1-93

STATE OF MARYLAND)
) ss:
CITY OF BALTIMORE)

On this 7th day of November, 1990, before me personally appeared A. B. Aftoora, to me personally known, who, being by me duly sworn, says that he is Treasurer of THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY, that said instrument was executed on behalf 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



Bealiah M. McCauley
Notary Public

My commission expires: 11-1-93

CERTIFICATE OF ACCEPTANCE

The undersigned, a duly authorized representative of CSX Transportation, Inc. (the "Railroad") and The Baltimore and Ohio Chicago Terminal Railroad Company ("BOCT"), for the purpose of inspecting equipment that is to become subject to that certain Interim User Agreement dated as of November 1, 1990, among the Railroad, BOCT and Bethlehem Steel Corporation (the "Equipment Agreement"), and which may ultimately become subject to permanent financing arrangements of the Railroad, hereby certifies that the following described unit or units of railroad equipment (the "Equipment"):

Description: 5300 cubic foot 100-Ton Triple Hopper Coke Cars

Manufacturer: Bethlehem Steel Corporation

Quantity:

Road Numbers: CSXT _____

Delivered at: Johnstown, Pennsylvania

(i) are in good order and condition, (ii) have been completed in accordance with the requirements and provisions of the Purchase Order and (iii) have been delivered to and have been inspected and accepted on behalf of the Railroad and BOCT pursuant to the Purchase Order as of the date indicated below.

The undersigned further certifies that there was plainly, distinctly, permanently and conspicuously marked in stencil on both sides of each unit of the Equipment the following legend, in letters not less than one inch in height:

OWNERSHIP SUBJECT TO A SECURITY AGREEMENT FILED
WITH THE INTERSTATE COMMERCE COMMISSION

Authorized Representative of
CSX Transportation, Inc. and
The Baltimore and Ohio Chicago
Terminal Railroad Company

Dated: _____
CLAW.SJS23.D181