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3-123A005

April 30, 1993

RECORDATION NO. 17491-2 FILED 1425

MAY 3 1993 10:45 AM

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

INTERSTATE COMMERCE COMMISSION

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two duly executed and acknowledged copies of Partial Release and Quitclaim Bill of Sale, dated April 27, 1993, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Railcar Lease Agreement dated as of July 31, 1991, which was duly filed with the Commission on August 23, 1991 under Recordation Number 17491. Please cross-index to 17493.

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

Lessor: The CIT Group/Equipment Financing, Inc.
270 Park Avenue
New York, New York 10017

Lessee: Bethlehem Steel Corporation
1170 Eighth Avenue
Bethlehem, Pennsylvania 18016

A description of the railroad equipment covered by the enclosed document is attached thereto as Schedule 1.

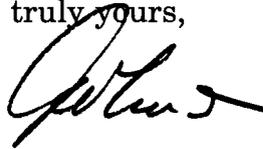
Handwritten signatures and notes on the left margin, including a large signature that appears to read "C. Alvord" and another signature above it.

Mr. Sidney L. Strickland, Jr.
April 30, 1993
Page 2

Also enclosed is a check in the amount of \$16.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to Robert W. Alvord, Esq., Alvord and Alvord, 918 - 16th Street, N.W., Washington, DC 20006.

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert W. Alvord", written in a cursive style.

Robert W. Alvord

RWA/bg
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

4

5/3/93

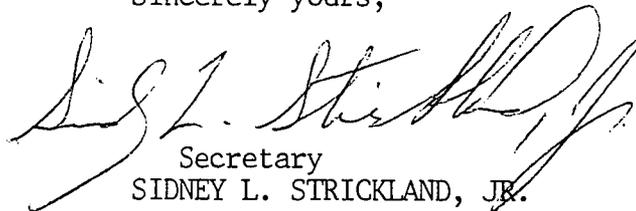
OFFICE OF THE SECRETARY

Robert W. Alvord
Alvord & Alvord
918 16th St N.W.
Washington, D.C. 20006

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **5/3/93** at **10:45am**, and assigned recordation number(s). **17491-D & 17977-G**

Sincerely yours,


Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

2/14/93

PARTIAL RELEASE AND QUITCLAIM ~~BY~~ 3 1994 10-4 8 AM
BILL OF SALE

INTERSTATE COMMERCE COMMISSION

THIS PARTIAL RELEASE AND QUITCLAIM BILL OF SALE is executed as of the _____ day of April, 1993, by Bethlehem Steel Corporation, a Delaware corporation ("Lessee"), and The CIT Group/Equipment Financing, Inc., a New York corporation ("Lessor").

RECITALS

A. Lessor and Lessee are parties to the Railcar Lease Agreement dated as of July 31, 1991, which was filed with the Interstate Commerce Commission on August 23, 1991, under Recordation No. 17491, and which has been subsequently supplemented and amended (as supplemented and amended, the "Lease").

B. The parties desire to evidence the termination and release of their respective interests under the Lease with respect to those units of equipment described on Schedule 1 attached hereto and made a part hereof (collectively, the "Released Units").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Release and Quitclaim. Lessee hereby releases and quitclaims unto Lessor all of its right, title and interest in and to the Released Units, including such interest as may be represented under the Lease.

2. Release by Lessor. Lessor hereby releases Lessee from all of its obligations under the Lease with respect to the Released Units arising from and after the date hereof.

3. Termination. Lessor and Lessee hereby acknowledge that the Lease has been terminated with respect to the Released Units.

4. Survival. The obligations of the parties which may have accrued prior to the date hereof shall survive execution and delivery of this document, but such obligations do not affect Lessor's ability to transfer its right, title and interest in the Released Units free of any claims of Lessee.

5. Miscellaneous. This document and the covenants and agreements contained herein shall be binding upon and inure to the benefit of Lessor and Lessee and their respective successors and assigns. The headings contained in this document are for convenience only, are not part of this document and shall not be deemed to affect the meaning and construction of any of the provisions hereof. This document may be executed by the parties hereto in any number of separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same agreement. This instrument shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Lessor and Lessee have each caused this Release to be duly executed as of the date first above written, and the undersigned signatories hereby each declares pursuant to 28 USC § 1746 under penalty of perjury that the foregoing is a true and correct document and was executed on the date indicated below its signature.

BETHLEHEM STEEL CORPORATION

By: John F. Luchis, Jr.
 Title: Manager, Restructured Operations
 Date: April 27, 1993

THE CIT GROUP/EQUIPMENT FINANCING, INC.

By: _____
 Title: _____
 Date: _____, 1993

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Lehigh) SS

The foregoing instrument was acknowledged before me
this 27th day of April, 1993, by John F. Lushis, Jr.,
Manager, Restructured Operations of Bethlehem Steel Corporation, a Delaware
corporation, on behalf of the corporation.

Lynn L. Deppe
Notary Public



STATE OF _____)
COUNTY OF _____) SS

NOTARIAL SEAL
Lynn L. Deppe, Notary Public
City of Bethlehem, Lehigh County, Pa.
My Commission Expires Dec. 27, 1993

The foregoing instrument was acknowledged before me
this _____ day of _____, 1993, by _____,
_____ of The CIT Group/Equipment Financing, Inc.,
a New York corporation, on behalf of the corporation.

Notary Public

SCHEDULE 1

Released Units

EQUIPMENT	ITEMS QUANTITY	REPORTING MARKS
Rotary Dump Gondola Cars	120	<u>MCHX 30576, 30578, 30579,</u> <u>30580, 30582, 30583,</u> <u>30585, 30586, 30587,</u> <u>30588, 30589, 30590,</u> <u>30591, 30592, 30593,</u> <u>30595, 30596, 30598,</u> <u>30602, 30603, 30605,</u> <u>30608, 30610, 30611,</u> <u>30612, 30613, 30614,</u> <u>30615, 30617, 30618,</u> <u>30619, 30620, 30621,</u> <u>30622, 30623, 30624,</u> <u>30625, 30626, 30629,</u> <u>30631, 30632, 30633,</u> <u>30635, 30636, 30637,</u> <u>30641, 30643, 30645,</u> <u>30646, 30647, 30650,</u> <u>30651, 30652, 30656,</u> <u>30658, 30659, 30661,</u> <u>30662, 30669, 30671,</u> <u>30672, 30682, 30683,</u> <u>30684, 30685, 30687,</u> <u>30690, 30692, 30697,</u> <u>30698, 30701, 30702,</u> <u>30704, 30707, 30709,</u> <u>30711, 30713, 30717,</u> <u>30718, 30719, 30721,</u> <u>30723, 30727, 30728,</u> <u>30736, 30739, 30745,</u> <u>30752, 30754, 30755,</u> <u>30758, 30760, 30763,</u> <u>30764, 30765, 30766,</u> <u>30772, 30773, 30776,</u> <u>30780, 30781, 30783,</u> <u>30784, 30785, 30786,</u> <u>30787, 30788, 30791,</u> <u>30792, 30793, 30794,</u> <u>30797, 30800, 30802,</u> <u>30803, 30805, 30806,</u> <u>30807, 30810, 30812</u>

PARTIAL RELEASE AND QUITCLAIM
BILL OF SALE

THIS PARTIAL RELEASE AND QUITCLAIM BILL OF SALE is executed as of the _____ day of April, 1993, by Bethlehem Steel Corporation, a Delaware corporation ("Lessee"), and The CIT Group/Equipment Financing, Inc., a New York corporation ("Lessor").

RECITALS

A. Lessor and Lessee are parties to the Railcar Lease Agreement dated as of July 31, 1991, which was filed with the Interstate Commerce Commission on August 23, 1991, under Recordation No. 17491, and which has been subsequently supplemented and amended (as supplemented and amended, the "Lease").

B. The parties desire to evidence the termination and release of their respective interests under the Lease with respect to those units of equipment described on Schedule 1 attached hereto and made a part hereof (collectively, the "Released Units").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Release and Quitclaim. Lessee hereby releases and quitclaims unto Lessor all of its right, title and interest in and to the Released Units, including such interest as may be represented under the Lease.

2. Release by Lessor. Lessor hereby releases Lessee from all of its obligations under the Lease with respect to the Released Units arising from and after the date hereof.

3. Termination. Lessor and Lessee hereby acknowledge that the Lease has been terminated with respect to the Released Units.

4. Survival. The obligations of the parties which may have accrued prior to the date hereof shall survive execution and delivery of this document, but such obligations do not affect Lessor's ability to transfer its right, title and interest in the Released Units free of any claims of Lessee.

5. Miscellaneous. This document and the covenants and agreements contained herein shall be binding upon and inure to the benefit of Lessor and Lessee and their respective successors and assigns. The headings contained in this document are for convenience only, are not part of this document and shall not be deemed to affect the meaning and construction of any of the provisions hereof. This document may be executed by the parties hereto in any number of separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same agreement. This instrument shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Lessor and Lessee have each caused this Release to be duly executed as of the date first above written, and the undersigned signatories hereby each declares pursuant to 28 USC § 1746 under penalty of perjury that the foregoing is a true and correct document and was executed on the date indicated below its signature.

BETHLEHEM STEEL CORPORATION

By: _____
 Title: _____
 Date: _____, 1993

THE CIT GROUP/EQUIPMENT FINANCING, INC.

By:  _____
 Title: VICE PRESIDENT
 Date: 4-27-, 1993

COMMONWEALTH OF PENNSYLVANIA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me
this _____ day of _____, 1993, by _____,
_____ of Bethlehem Steel Corporation, a Delaware
corporation, on behalf of the corporation.

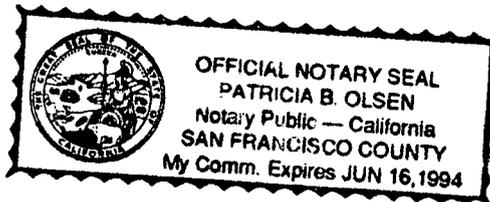
Notary Public

STATE OF California)
) SS
COUNTY OF San Francisco)

The foregoing instrument was acknowledged before me
this 27th day of April, 1993, by PAUL A. LECTNER,
Vice President of The CIT Group/Equipment Financing, Inc.,
a New York corporation, on behalf of the corporation.

Patricia B. Olsen

Notary Public



SCHEDULE 1

Released Units

EQUIPMENT	QUANTITY	REPORTING MARKS
Rotary Dump Gondola Cars	120	<u>MCHX 30576, 30578, 30579,</u> <u>30580, 30582, 30583,</u> <u>30585, 30586, 30587,</u> <u>30588, 30589, 30590,</u> <u>30591, 30592, 30593,</u> <u>30595, 30596, 30598,</u> <u>30602, 30603, 30605,</u> <u>30608, 30610, 30611,</u> <u>30612, 30613, 30614,</u> <u>30615, 30617, 30618,</u> <u>30619, 30620, 30621,</u> <u>30622, 30623, 30624,</u> <u>30625, 30626, 30629,</u> <u>30631, 30632, 30633,</u> <u>30635, 30636, 30637,</u> <u>30641, 30643, 30645,</u> <u>30646, 30647, 30650,</u> <u>30651, 30652, 30656,</u> <u>30658, 30659, 30661,</u> <u>30662, 30669, 30671,</u> <u>30672, 30682, 30683,</u> <u>30684, 30685, 30687,</u> <u>30690, 30692, 30697,</u> <u>30698, 30701, 30702,</u> <u>30704, 30707, 30709,</u> <u>30711, 30713, 30717,</u> <u>30718, 30719, 30721,</u> <u>30723, 30727, 30728,</u> <u>30736, 30739, 30745,</u> <u>30752, 30754, 30755,</u> <u>30758, 30760, 30763,</u> <u>30764, 30765, 30766,</u> <u>30772, 30773, 30776,</u> <u>30780, 30781, 30783,</u> <u>30784, 30785, 30786,</u> <u>30787, 30788, 30791,</u> <u>30792, 30793, 30794,</u> <u>30797, 30800, 30802,</u> <u>30803, 30805, 30806,</u> <u>30807, 30810, 30812</u>