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3-245A039

September 1, 1993

VIA OVERNIGHT COURIER

Secretary
Interstate Commerce Commission
Room 2303
Washington, DC 20423

Attention: Mrs. Mildred Lee/DOCUMENTS FOR RECORDATION

Re: Recordation No. 17491

Dear Secretary:

I am an attorney representing a party to the enclosed document. I have enclosed four originals of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the United States Code and the regulations adopted thereto.

The document is an Extension of Railcar Lease Agreement, a secondary document, dated as of August 13, 1993.

The primary document to which the foregoing document is connected is recorded under Recordation No. 17491.

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

Lessor: The CIT Group/Equipment Financing, Inc.
1211 Avenue of the Americas
New York, New York 10036

Lessee: Bethlehem Steel Corporation
Bethlehem, Pennsylvania 18016

SEP 2 1993 3 25 PM

INTERSTATE COMMERCE COMMISSION

SEP 2 3 26 PM '93
MOTOR OF FINANCING UNIT

17491

September 1, 1993

A description of the equipment covered by the foregoing document follows:

120 Bethlehem Freight Car Division built Aluminum BethGon 4000 cubic foot open top coal gondola railroad freight cars with rotary coupler having the marks and numbers set forth on Exhibit A attached hereto.

A fee of \$16.00 is enclosed. Please return any extra copies not needed by the Commission for recordation and the enclosed copy of this letter, each stamped with your recordation number to Stacy Powell-Bennett, Esq., Seyfarth, Shaw, Fairweather & Geraldson, 55 East Monroe Street, Suite 4200, Chicago, Illinois 60603.

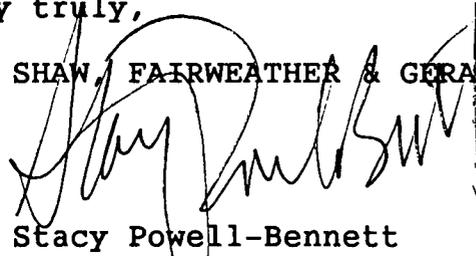
A short summary of the document to appear in the index follows:

Extension of Railcar Lease Agreement by The CIT Group/Equipment Financing, Inc., New York, New York, and Bethlehem Steel Corporation, Bethlehem, Pennsylvania, dated as of August 13, 1993.

Yours very truly,

SEYFARTH, SHAW, FAIRWEATHER & GERALDSON

By



Stacy Powell-Bennett

SPB/cjp
1149P

Enclosures

cc: Richard Demarest Yant

EXHIBIT A
THE EQUIPMENT

120 Bethlehem Freight Car Division built Aluminum BethGon, 4000 cubic foot open top coal gondola railroad freight cars with rotary coupler

AAR Designation: J312

Bearing marks MCHX and the following numbers:

<u>CARS</u>	<u>CAR NO.</u>
1	30575
2	30577
3	30581
4	30584
5	30594
6	30597
7	30599
8	30600
9	30601
10	30604
11	30606
12	30607
13	30609
14	30616
15	30627
16	30628
17	30630
18	30634
19	30638
20	30639
21	30640
22	30642
23	30644
24	30648
25	30649
26	30653
27	30654
28	30655
29	30657
30	30660
31	30663
32	30664
33	30665
34	30666
35	30667
36	30668
37	30670
38	30673
39	30674
40	30675
41	30676
42	30677
43	30678
44	30679
45	30680

CARS CAR NO.

46	30681
47	30686
48	30688
49	30689
50	30691
51	30693
52	30694
53	30695
54	30696
55	30699
56	30700
57	30703
58	30705
59	30706
60	30708
61	30710
62	30712
63	30714
64	30715
65	30716
66	30720
67	30722
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80	30740
81	30741
82	30742
83	30743
84	30744
85	30746
86	30747
87	30748
88	30749
89	30750
90	30751
91	30753
92	30756
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94	30759
95	30761
96	30762
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98	30768
99	30769
100	30770

Interstate Commerce Commission

Washington, D.C. 20423

9/3/93

OFFICE OF THE SECRETARY

Stacy Powell Bennett

Seyfarth Shaw, Fairweather & Geraldson

55 East Monroe Street Suite 4200

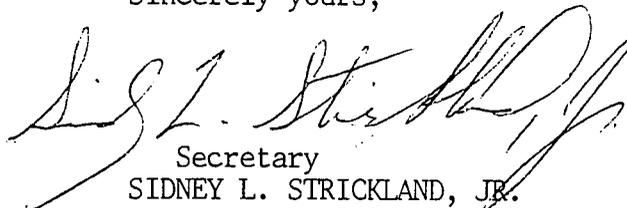
Chicago, Illinois 60603-5803

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 **9/2/93** at **3:25pm**, and assigned recordation number(s). **17491-G**

Sincerely yours,



Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

3/16/94

17491-14
SEP 2 1993 -3 25 PM

INTERSTATE COMMERCE COMMISSION

EXTENSION OF RAILCAR LEASE AGREEMENT

THIS AGREEMENT, dated as of August 13, 1993 is entered into by and between The CIT Group/Equipment Financing, Inc., a New York corporation ("Lessor"), and Bethlehem Steel Corporation, a Delaware corporation ("Lessee").

R E C I T A L S

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 (the "ICC") on August 23, 1991 under Recordation No. 17491, the Equipment Supplement and Acceptance Certificate Number 1 dated August 30, 1991, filed with the ICC under Recordation No. 17491-A and the Equipment Supplement and Acceptance Certificate Number 2 dated October 28, 1991, filed with the ICC under Recordation No. 17491-B (collectively the "Lease").

B. Certain of the units that originally were subject to the Lease have been released and conveyed pursuant to several releases and bills of sale that have been filed with the ICC.

C. The Lease currently relates to 120 open top coal gondola cars more fully described in Exhibit A attached hereto and made a part hereof (collectively the "Equipment").

D. The Lease has been extended by the parties pursuant to an Extension of Lease and Consent to Sublease dated as of February 23, 1993, and filed with the ICC, and the Lease Term under the Lease is due to expire on September 30, 1993.

E. The parties desire to extend the Lease Term as provided herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and further good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Term**. The Term of Lease of each unit of Equipment hereunder, unless earlier terminated pursuant to the provisions of the Lease as amended hereby, shall be extended through October 31, 1993. The term "Lease Term," whenever used in the Lease, shall mean the Lease Term as extended hereby.

2. **Sale or Lease of Equipment By Lessor**. Lessor agrees to use reasonable efforts to sell or lease the Equipment. Upon sale or lease of any unit of Equipment by Lessor, the Lease shall be deemed terminated with respect to such unit of

Equipment. However, the rights and obligations of the parties that accrued at or prior to the closing of such transaction shall survive. Upon each such sale or lease, and compliance with such terms, Lessor and Lessee may execute an appropriate memorandum of termination with respect to such units of Equipment. A sublease by Lessee shall not affect the obligations of the parties under the Lease except as may be agreed in writing by the parties.

3. No Other Amendments. Except as specifically provided herein, the Lease shall remain in full force and effect without amendment.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Lessor:
THE CIT GROUP/EQUIPMENT FINANCING
INC. *Jean B. Stein*
By: *Jean B. Stein*
Title: *Senior Vice President*

Lessee:
BETHLEHEM STEEL CORPORATION
By: _____
Title: _____

CONSENT

The undersigned consents to the foregoing Extension of Railcar Lease Agreement.

TRANSCISCO LEASING COMPANY

By: _____
Title: _____

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
COUNTY OF NEW YORK)

SS:

On this 17th day of August, 1993, before me personally appeared Jean B. Stein, to me personally known, who, being by me duly sworn, says that she is Sr. Vice President of THE CIT GROUP/EQUIPMENT FINANCING, INC., and that the foregoing instrument was signed 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.

Marian Valitzky
Notary Public

MARIAN VALITZKY
Notary Public, State of New York
No. 31-4991572
Qualified in New York County
Commission Expires 2-3-94



[Notarial Seal]

My commission expires:

STATE OF _____)
COUNTY OF _____)

SS:

On this _____ day of _____, 1993, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is the _____ of BETHLEHEM STEEL CORPORATION, and that the foregoing instrument was signed 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.

Notary Public

[Notarial Seal]

My commission expires:

Equipment. However, the rights and obligations of the parties that accrued at or prior to the closing of such transaction shall survive. Upon each such sale or lease, and compliance with such terms, Lessor and Lessee may execute an appropriate memorandum of termination with respect to such units of Equipment. A sublease by Lessee shall not affect the obligations of the parties under the Lease except as may be agreed in writing by the parties.

3. No Other Amendments. Except as specifically provided herein, the Lease shall remain in full force and effect without amendment.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Lessor:
THE CIT GROUP/EQUIPMENT FINANCING
INC.

By: _____

Title: _____

Lessee:
BETHLEHEM STEEL CORPORATION

By: Bruce E Hunt

Title: General Credit Manager

CONSENT

The undersigned consents to the foregoing Extension of Railcar Lease Agreement.

TRANSCISCO LEASING COMPANY

By: _____

Title: _____

ACKNOWLEDGEMENTS

STATE OF _____)

ss:

COUNTY OF _____)

On this _____ day of _____, 1993, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is _____ of THE CIT GROUP/EQUIPMENT FINANCING, INC., and that the foregoing instrument was signed 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.

Notary Public

[Notarial Seal]

My commission expires:

COMMONWEALTH OF PENNSYLVANIA _____)

ss:

COUNTY OF NORTHAMPTON _____)

On this 20th day of August, 1993, before me personally appeared Bruce E. Hunt, to me personally known, who, being by me duly sworn, says that he is the General Credit Manager of BETHLEHEM STEEL CORPORATION, and that the foregoing instrument was signed 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.

Dennis H. Reppert
Notary Public

[Notarial Seal]

My commission expires:

Notarial Seal
Dennis H. Reppert, Notary Public
Bethlehem, Northampton County
My Commission Expires Jan. 1, 1996
Member, Pennsylvania Association of Notaries

Equipment. However, the rights and obligations of the parties that accrued at or prior to the closing of such transaction shall survive. Upon each such sale or lease, and compliance with such terms, Lessor and Lessee may execute an appropriate memorandum of termination with respect to such units of Equipment. A sublease by Lessee shall not affect the obligations of the parties under the Lease except as may be agreed in writing by the parties.

3. No Other Amendments. Except as specifically provided herein, the Lease shall remain in full force and effect without amendment.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Lessor:
THE CIT GROUP/EQUIPMENT FINANCING
INC.

By: _____

Title: _____

Lessee:
BETHLEHEM STEEL CORPORATION

By: _____

Title: _____

CONSENT

The undersigned consents to the foregoing Extension of Railcar Lease Agreement.

TRANSCISCO LEASING COMPANY

By: Wm. F. Bryan

Title: President

STATE OF California)

COUNTY OF San Francisco)

SS:

On this 19th day of August, 1993, before me personally appeared William F Bryant, to me personally known, who, being by me duly sworn, says that he is President of TRANSCISCO LEASING COMPANY, and that the foregoing instrument was signed 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.

Marc N. Bader
Notary Public

[Notarial Seal]

My commission expires:

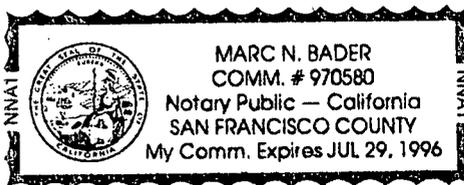


EXHIBIT A
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