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January 10, 1992

2-021A025

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RECORDED

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INTERSTATE COMMERCE COMMISSION

Office of the Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RE: Lease of Locomotive Equipment
National Railway Equipment Company, Lessor
Wheeling Pittsburgh Steel Corporation

Dear Mr. Secretary:

I have enclosed an original and one copy of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a lease of locomotive equipment and is a primary document dated October 12, 1990. The names and addresses of the parties to the documents are as follows:

Lessor

National Railway Equipment Company
An Illinois Corporation
14400 S. Robey Street
P.O. Box 2270
Dixmoor, IL 60426

Lessee

Wheeling Pittsburgh Steel Corporation
1134 Market Street
Wheeling, WV 26003

JAN 21 10 44 AM '92
MOTOR OPERATING UNIT

A description of the equipment covered by the document follows:

<u>Unit No.</u>	<u>Type</u>	<u>General Description</u>
12	SW1200	1200 H.P. Locomotive

Office of the Secretary
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Page 2

A fee of \$16.00 is enclosed. Please return the original and any extra copies not needed by the commission for recordation to Richard F. Loritz, 9533 W. 143rd Street, Orland Park, IL 60462.

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

A lease of locomotive equipment identified as one (1) locomotive, type SW1200, EMD 1200 H.P., with National Railway Equipment Co., as Lessor, and Wheeling Pittsburgh Steel Corporation, as Lessee.

Also attached is an Affidavit executed by the attorney in fact for National Railway Equipment Co. and appropriately notarized declaring that the additional copy enclosed herewith is an exact copy of the original document.

Very truly yours,

NATIONAL RAILWAY EQUIPMENT CO.
an Illinois Corporation

BY: 
RICHARD F. LORITZ

ITS: Attorney and Agent in Fact

RFL/sjg

Enclosures

17678
SECTION NO. _____ FILED 1403

LOCOMOTIVE LEASE AGREEMENT

JAN 21 1992 10 50 AM

INTERSTATE COMMERCE COMMISSION

Lease agreement dated the 12th day of October, 1990 between NATIONAL RAILWAY EQUIPMENT COMPANY, hereinafter called "Lessor" and the Wheeling Pittsburgh Steel Corporation, hereinafter called "Lessee".

1. EQUIPMENT: Lessor, for and in consideration of the rents and conditions hereinafter set forth, does hereby lease to Lessee one (1) railroad locomotive as described in Exhibit "A" attached hereto.

2. TERMS: The terms of this agreement shall be for a minimum of one and one half (1 1/2) years commencing October 26, 1990 through April 25, 1992. This lease agreement cannot exceed 548 days without written authorization from Lessee.

3. RENTAL: For said term of rental, Lessee shall pay to Lessor the sum of \$125.00 per day per locomotive. Lessor shall bill Lessee on a monthly basis in arrears, with terms of net thirty (30) days. Lessee will have the option to purchase the locomotive at any time during the lease and seventy percent (70%) of the daily lease rate will apply to the purchase price. Please review Exhibit "B" for final payment schedule.

4. TRANSPORTATION: Lessee has arranged for transportation of equipment from Shamokin, PA. At end of lease period, if Lessee chooses not to complete the purchase portion of this agreement, Lessee will arrange for transportation of equipment from location of use to Dixmoor, Illinois, and pay all freight charges therefore.

5. INSPECTION: Prior to movement of locomotive, locomotive will be jointly inspected by both parties in Shamokin, PA as to condition, defects, etc., and Lessee warrants that locomotive will be returned at end of lease term in like condition with joint inspection by the parties to verify same. Lessor shall provide a 92 days FRA and maintenance inspection prior to lease. Lessee upon return of locomotive shall cause same done at its sole cost. Lessee shall be held liable for any damage to locomotive which shall occur during term of lease, whether such damage should occur during Lessee's use, or possession of locomotive, or during transportation to or from location of use. Lessee shall pay Lessor for all damages within thirty (30) days of presentation of Lessor's invoice.

6. MAINTENANCE/IMPROVEMENTS: Lessee shall be responsible for and shall provide for, at its sole cost, all regular maintenance and required inspections of the locomotive during the term of the Agreement. Lessee shall maintain the locomotive to standards as set by O.E.M. procedures and specifications. Lessee shall also provide at its sole cost all records of repairs and maintenance performed during each 92 day period while locomotive is on lease. Any and all maintenance, repairs and improvements performed shall be the sole property of Lessor.

7. INDEMNITY: In the event of damage or destruction of the locomotive, Lessee shall repair such damage if such damage is economically reasonable, replace such locomotive with a like unit, or pay to Lessor the fair market value, which herein agreed to be \$110,000.00. Lessee will protect, defend and hold harmless the Lessee from any claims which may arise from the occupancy, operation, use, or storage of said locomotive while under Lessee's possession and control.

8. TITLE/ASSIGNMENT: Title of the locomotive shall at all times remain in the name of the Lessor, and Lessee shall keep locomotives free and clear of any and all levies, attachments, liens or other encumbrances. Lessee shall not assign or sublet its interest under this agreement. However, nothing herein will prevent use of such locomotives upon lines of railroads other than Lessee.

9. SEVERABILITY: Should any provision of this lease be in conflict with any statute of law of any state or territory wherein it may be sought to be enforced, such provision shall be null and void to the extent that it may be in conflict therewith, but without invalidating the remaining provisions.

10. NOTICES: All written notices provided herein shall be directed as follows:

If to Lessor: Lawrence J. Beal, President
National Railway Equipment Company
14400 S. Robey St. P.O. Box 2270
Dixmoor, Illinois 60426

If to Lessee: Wheeling Pittsburgh Steel Corp.
1134 Market Street
Wheeling, WV 26003
Att: Mr. Ronald A. Rizzuto
Purchasing Dept.

IN WITNESS WHEREOF, and intending to be bound hereby, Lessor and Lessee have caused this lease to be executed on the day and year first written above.

WITNESS:

Wheeling Pittsburgh Steel Corp.

George W. Vojvodich

[Signature]

WITNESS:

NATIONAL RAILWAY LEASING COMPANY

Patricia C. Frangell

Lawrence J. Baul

EXHIBIT "A"

Equipment to be leased:

One (1) diesel-electric locomotive

Locomotive:

Manufacturer	EMD
Model	SW1200
Horsepower	1200
Axles	4
Road Number	12

