



FEDERAL EXPRESS

August 3, 1993

RECORDATION NO. 17807-B FILED 1428

AUG 4 1993 2-40 PM

INTERSTATE COMMERCE COMMISSION

Mrs. Mildred Lee
Interstate Commerce Commission
12th and Constitution Avenue, NW, Rm. 2303
Washington, D.C. 20423

Re: Amendment No. 2 dates as of June 30, 1993 ("Amendment")
to the Railcar Lease Agreement dated as of April 22, 1992 ("Lease")
between The CIT Group/Equipment Financing, Inc. ("Lessor")
and Inland Steel Flat Products Company, as assignee of Incoal Company ("Lessee")

Dear Mrs. Lee:

Enclosed please find two originally executed and notarized forms of Amendment No. 2. The Railcar Lease Agreement with Inland Steel Flat Products Company, as assignee of Incoal Company ("Lessee") was originally filed with the Interstate Commerce Commission on May 29, 1992 at 2:50 P.M. assigned recordation number 17807. Amendment No. 1 was assigned recordation number 17807-A. I request that you record the enclosed Lease Amendment No. 2. I have enclosed a check for \$16.00 to cover the filing fee.

Please return one of the stamped recorded Lease Extensions to the address noted above. Should you require any additional information, please call me at (212) 536-9463.

Very truly yours,

Heidi Liss

Heidi Liss
Credit Coordinator

HL/tr

Enclosure

cc: I. Finkelson

AUG 4 2 37 PM '93
MOTOR OPERATING UNIT

Interstate Commerce Commission
Washington, D.C. 20423

8/5/93

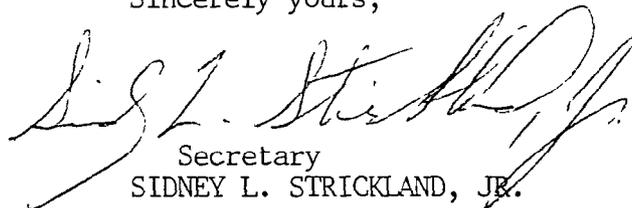
OFFICE OF THE SECRETARY

Heidi Liss
Credit Coordinator
The CIT Group
Capital Equipment Financing Inc
1211 Avenue Of The Americas
New York, N.Y. 10036

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 **8/4/93** at **2:40pm**, and assigned recordation number(s). **17807-B**

Sincerely yours,


Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

AUG 4 1993 8-40

AMENDMENT NO. 2

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 2 (the "Amendment") to the Lease of Railroad Equipment dated as of April 22, 1992, as amended (the "Lease"), between THE CIT GROUP/EQUIPMENT FINANCING, INC. ("Lessor") and INLAND STEEL FLAT PRODUCTS COMPANY, as assignee of Incoal Company ("Lessee"), is made as of June 30, 1993 between Lessor and Lessee.

R E C I T A L S :

- A. Lessor and Lessee are parties to the Lease pursuant to which two hundred nine (209) open top coal hopper railcars, more fully described in Annex A to the Lease (the "**Existing Unit(s)**"), were leased by Lessor to Lessee.
- B. The parties desire to add fourteen (14) open top coal hopper railcars to the Lease (the "**Additional Unit(s)**") (Existing Units and Additional Units individually and collectively known as the "**Unit(s)**").

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

- 1. All terms defined in the Lease shall have the meanings defined therein when used in this Amendment.
- 2. This Amendment shall become effective on the date of its full execution by both parties.
- 3. Lessor, at its expense, shall deliver to Lessee each Additional Unit pursuant to the provisions of Paragraph 1 of the Lease, except that in addition to each Additional Unit being in compliance with FRA and AAR rules of interchange in effect at the time of delivery, such Additional Unit shall be clean and free of any foreign material.
- 4. Lessee shall, at its expense, load each Additional Unit and deliver such Additional Unit to Lessee's facility at East Chicago, Indiana ("**Lessee's Facility**"). Lessee, at its expense, shall have the right to inspect and reject the Additional Units prior to Lessee transporting the Units from the Delivery Point to Lessee's Facility. Prior to the Additional Units leaving Lessee's Facility, Lessee shall inspect and accept or reject the Additional Units pursuant to the provisions of Paragraph 1 of the Lease and Paragraph 5 of the Amendment.
- 5. Acceptance of each Additional Unit by Lessee shall be evidenced by a "**Certificate of Acceptance**" in the form set forth in Annex B.1. attached hereto, the execution of which

shall constitute conclusive evidence of delivery and acceptance of the Additional Units therein identified.

6. Effective on the date of delivery for each Additional Unit, Lessor shall pay to Lessor as rental an amount of _____ per Additional Unit per month.
7. Effective on the delivery and acceptance of the last Additional Unit, Annex A. to the Lease is replaced by Annex A.1. and all references to Annex A. in the Lease shall be deemed to be Annex A.1.
8. Except as expressly modified by this Amendment, all terms and provisions of the Lease shall remain in full force and effect.
9. This Amendment may be executed by the parties hereto in any number of counterparts, and all said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS THEREOF, Lessor and Lessee each pursuant to due authority have caused these presents to be signed in their respective corporate names.

LESSOR

**THE CIT GROUP/EQUIPMENT
FINANCING, INC.**

By: Catherine Singh
Title: Vice President
Date: 8-2-93

LESSEE

**INLAND STEEL FLAT PRODUCTS
COMPANY**

By: [Signature]
Title: VP MANUFACTURING
Date: 7-7-93

STATE OF NEW YORK)
) §
COUNTY OF NEW YORK)

On this 2nd day of August, 1993, before me personally appeared Catherine Stiglich, to me personally known, who, being by me duly sworn, says that he or she is Vice-President of **CIT GROUP/EQUIPMENT FINANCING, INC.**, that said instrument was signed and sealed on behalf of said corporation and he or she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lou Ann Heston
Notary Public

My Commission Expires: March 29, 1995

[Notarial Seal]

STATE OF INDIANA)
) §
COUNTY OF PORTER)

On this 7th day of July, 1993, before me personally appeared F. J. Rocchio, to me personally known, who, being by me duly sworn, says that he or she is VP Manufacturing of **INLAND STEEL FLAT PRODUCTS COMPANY**, that said instrument was signed and sealed on behalf of said corporation by authority of its President and Directors and he or she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Judith A. Brunson
Notary Public

My Commission Expires: July 26, 1995

[Notarial Seal]

ANNEX A.1.

to the Lease of Railroad Equipment
between The CIT Group/Equipment Financing, Inc. and Inland
Steel Flat Products Company
Dated as of April 22, 1992, as amended

Existing Unit Description

Two-hundred nine (209), 4,000 cubic foot, 100-ton capacity,
three-pocket, roller bearing, rotary coupled, open top coal
hopper railcars. Built by Bethlehem Car in 1974.

<u>Unit Number</u>	<u>Unit Number</u>	<u>Unit Number</u>	<u>Unit Number</u>
HLMX 9102	HLMX 9165	HLMX 9221	HLMX 9279
HLMX 9103	HLMX 9166	HLMX 9223	HLMX 9282
HLMX 9105	HLMX 9168	HLMX 9224	HLMX 9283
HLMX 9109	HLMX 9170	HLMX 9225	HLMX 9287
HLMX 9110	HLMX 9171	HLMX 9228	HLMX 9288
HLMX 9111	HLMX 9172	HLMX 9230	HLMX 9289
HLMX 9112	HLMX 9173	HLMX 9231	HLMX 9290
HLMX 9117	HLMX 9174	HLMX 9233	HLMX 9291
HLMX 9118	HLMX 9175	HLMX 9234	HLMX 9292
HLMX 9119	HLMX 9176	HLMX 9235	HLMX 9294
HLMX 9121	HLMX 9177	HLMX 9236	HLMX 9296
HLMX 9122	HLMX 9179	HLMX 9237	HLMX 9297
HLMX 9124	HLMX 9180	HLMX 9238	HLMX 9298
HLMX 9126	HLMX 9183	HLMX 9241	HLMX 9300
HLMX 9127	HLMX 9186	HLMX 9242	HLMX 9301
HLMX 9129	HLMX 9187	HLMX 9243	HLMX 9302
HLMX 9132	HLMX 9189	HLMX 9244	HLMX 9305
HLMX 9133	HLMX 9190	HLMX 9245	HLMX 9306
HLMX 9135	HLMX 9191	HLMX 9246	HLMX 9307
HLMX 9138	HLMX 9194	HLMX 9247	HLMX 9309
HLMX 9140	HLMX 9195	HLMX 9248	HLMX 9311
HLMX 9141	HLMX 9196	HLMX 9250	HLMX 9312
HLMX 9143	HLMX 9197	HLMX 9251	HLMX 9313
HLMX 9144	HLMX 9198	HLMX 9252	HLMX 9314
HLMX 9146	HLMX 9199	HLMX 9253	HLMX 9316
HLMX 9147	HLMX 9200	HLMX 9255	HLMX 9325
HLMX 9149	HLMX 9201	HLMX 9257	HLMX 9326
HLMX 9150	HLMX 9202	HLMX 9258	HLMX 9327
HLMX 9151	HLMX 9203	HLMX 9259	HLMX 9328
HLMX 9153	HLMX 9204	HLMX 9260	HLMX 9331
HLMX 9155	HLMX 9206	HLMX 9261	HLMX 9333
HLMX 9156	HLMX 9208	HLMX 9262	HLMX 9335
HLMX 9157	HLMX 9209	HLMX 9263	HLMX 9336
HLMX 9158	HLMX 9210	HLMX 9264	HLMX 9337
HLMX 9159	HLMX 9211	HLMX 9265	HLMX 9339
HLMX 9160	HLMX 9212	HLMX 9267	HLMX 9340
HLMX 9161	HLMX 9215	HLMX 9269	HLMX 9342
HLMX 9162	HLMX 9216	HLMX 9270	HLMX 9343
HLMX 9163	HLMX 9217	HLMX 9276	HLMX 9344
HLMX 9164	HLMX 9218	HLMX 9278	HLMX 9346

ANNEX A.1. - continued

to the Lease of Railroad Equipment
between The CIT Group/Equipment Financing, Inc. and Inland
Steel Flat Products Company
Dated as of April 22, 1992, as amended

Unit Number

Unit Number

HLMX 9347	HLMX 9420
HLMX 9351	HLMX 9421
HLMX 9352	HLMX 9422
HLMX 9355	HLMX 9423
HLMX 9356	
HLMX 9358	
HLMX 9359	
HLMX 9360	
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HLMX 9404	
HLMX 9405	
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HLMX 9409	
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HLMX 9413	
HLMX 9414	
HLMX 9418	

ANNEX A.1.

to the Lease of Railroad Equipment
between The CIT Group/Equipment Financing, Inc. and Inland
Steel Flat Products Company
Dated as of April 22, 1992, as amended

Existing Unit Description

Two-hundred nine (209), 4,000 cubic foot, 100-ton capacity, three-pocket, roller bearing, rotary coupled, open top coal hopper railcars. Built by Bethlehem Car in 1974.

<u>Unit Number</u>	<u>Unit Number</u>	<u>Unit Number</u>	<u>Unit Number</u>
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HLMX 9150	HLMX 9202	HLMX 9258	HLMX 9327
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HLMX 9158	HLMX 9210	HLMX 9264	HLMX 9337
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HLMX 9160	HLMX 9212	HLMX 9267	HLMX 9340
HLMX 9161	HLMX 9215	HLMX 9269	HLMX 9342
HLMX 9162	HLMX 9216	HLMX 9270	HLMX 9343
HLMX 9163	HLMX 9217	HLMX 9276	HLMX 9344
HLMX 9164	HLMX 9218	HLMX 9278	HLMX 9346

ANNEX A.1. - continued

to the Lease of Railroad Equipment
between The CIT Group/Equipment Financing, Inc. and Inland
Steel Flat Products Company
Dated as of April 22, 1992, as amended

Unit Number

Unit Number

HLMX 9347	HLMX 9420
HLMX 9351	HLMX 9421
HLMX 9352	HLMX 9422
HLMX 9355	HLMX 9423
HLMX 9356	
HLMX 9358	
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HLMX 9413	
HLMX 9414	
HLMX 9418	

ANNEX A.1. - continued

to the Lease of Railroad Equipment
between The CIT Group/Equipment Financing, Inc. and Inland
Steel Flat Products Company
Dated as of April 22, 1992, as amended

Additional Unit Description:

Fourteen (14), 4,000 cubic foot, 100-ton capacity, three pocket,
roller bearing, open top coal hopper railcars manufactured by
Bethlehem Freight Car in 1974.

Unit Number:

HLMX 9101
HLMX 9113
HLMX 9125
HLMX 9134
HLMX 9136
HLMX 9139
HLMX 9207
HLMX 9254
HLMX 9275
HLMX 9277
HLMX 9319
HLMX 9322
HLMX 9350
HLMX 9415

ANNEX B.1.

CERTIFICATE OF ACCEPTANCE

The undersigned, a duly authorized representative of **INLAND STEEL FLAT PRODUCTS COMPANY**, as assignee of Incoal Company (the "**Lessee**"), does hereby certify that he has caused to be inspected and, on the date set out below, has accepted on behalf of the Lessee the following described Units of equipment, which Units are in good order, condition and repair and conform in all respects to the terms, provisions, requirements and standards of the certain Lease of Railroad Equipment dated as of April 22, 1992, as amended, between **THE CIT GROUP/EQUIPMENT FINANCING, INC.** and Lessee.

Equipment Description:

Fourteen (14), 4,000 cubic foot, 100-ton capacity, three pocket, roller bearing, open top coal hopper railcars manufactured by Bethlehem Freight Car in 1974.

Unit Numbers Delivery Date

HLMX 9101
HLMX 9113
HLMX 9125
HLMX 9134
HLMX 9136
HLMX 9139
HLMX 9207
HLMX 9254
HLMX 9275
HLMX 9277
HLMX 9319
HLMX 9322
HLMX 9350
HLMX 9415

Authorized Representative

Title

Date