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MANUFACTURING AGREEMENT

Dated as of July 1, 1972

AMONG

BETHLEHEM STEEL CORPORATION,

THE FIFTH THIRD BANK

AND

TRAILER TRAIN COMPANY

Covering 100 Railroad Flat Cars

MANUFACTURING AGREEMENT dated as of July 1, 1972, among BETHLEHEM STEEL CORPORATION, a Delaware corporation (hereinafter called the Manufacturer), THE FIFTH THIRD BANK, an Ohio corporation (hereinafter called the Company), and TRAILER TRAIN COMPANY, a Delaware corporation (hereinafter called the Lessee).

WHEREAS the Manufacturer agrees to construct, sell and deliver to the Company and the Company agrees to purchase the units of new, standard gauge railroad equipment described in Annex B attached hereto (hereinafter called the Equipment); and

WHEREAS in consideration of the execution and delivery of this Agreement, the purchase agreements, purchase orders or other agreements, if any, heretofore executed between the Lessee and the Manufacturer covering the Equipment are hereby cancelled in so far as they relate to the Equipment; and

WHEREAS the Company is entering into an Equipment Trust Agreement dated as of the date hereof (hereinafter called the Equipment Trust Agreement) with Manufacturers Hanover Trust Company, as Trustee (hereinafter called the Trustee), which Equipment Trust Agreement is to be substantially in the form heretofore delivered to the Lessee and the Manufacturer; and

WHEREAS it is contemplated that, pursuant to the Equipment Trust Agreement, there will be paid by the Trustee and the Company to the Manufacturer on the Closing Date (as hereinafter defined) the Purchase Price (as hereinafter defined) of all the Equipment; and

WHEREAS the Company, as lessor, is executing a lease of the Equipment dated as of the date hereof to the Lessee in substantially the form annexed to the Equipment Trust Agreement as Annex B (hereinafter called the Lease) and the Lessee has joined in this Agreement for the purpose of making certain agreements as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

ARTICLE 1. *Construction and Sale.* Subject to the terms and conditions hereinafter set forth, the Manufacturer will construct the Equipment and will sell and deliver the Equipment as hereinbelow provided and the Company will pay or cause the Trustee to pay to the Manufacturer the Purchase Price of the Equipment, each unit of which will be constructed in accordance with the specifications referred to in Annex B hereto and in accordance with such modifications thereof as may have been agreed upon in writing by the Manufacturer and the Lessee (which specifications and modifications, if any, are hereinafter called the Specifications) and will, at or before delivery thereof to the Lessee pursuant to Article 2 hereof, have the following ownership markings stencilled on each side thereof in a conspicuous place in letters not less than one inch in height:

**“OWNED BY A BANK OR TRUST COMPANY UNDER A
SECURITY AGREEMENT FILED UNDER THE INTER-
STATE COMMERCE ACT, SECTION 20c”.**

The Manufacturer agrees that the design, quality and component parts of the Equipment will conform to all Department of Transportation and Interstate Commerce Commission requirements and specifications and to all

standards recommended by the Association of American Railroads reasonably interpreted as being applicable to new railroad equipment of the character of such units of the Equipment as of the date of delivery thereof.

ARTICLE 2. *Delivery.* The Manufacturer will deliver the Equipment to the Lessee, as agent of the Trustee, freight charges, if any, prepaid, at such point or points within the United States of America as shall be determined by the mutual agreement of the Manufacturer and the Lessee and in accordance with the time of delivery schedule set forth in Annex B hereto, *provided, however*, that no unit of the Equipment shall be delivered under this Agreement until the Equipment Trust Agreement and the Lease shall have been filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act (and in delivering the Equipment, the Manufacturer may rely upon telegraphic advice from counsel for the Lessee that the Equipment Trust Agreement and the Lease have been so filed and recorded).

The Manufacturer and the Lessee each severally represents and warrants that, to the best of its knowledge, at the time of the delivery of the Equipment to the Lessee, as agent of the Trustee, the Equipment will be new railroad equipment and no amortization or depreciation will have been claimed by any person with respect thereto.

The Manufacturer's obligation as to time of delivery is subject to delays resulting from causes beyond the Manufacturer's reasonable control, including, but not limited to, acts of God, acts of government such as embargoes, priorities and allocations, war or war conditions, riot or civil commotion, sabotage, strikes, labor shortages, differences with workmen, accidents, fire, flood, explosion, damage to plant, equipment or facilities or delays in receiving necessary materials.

Notwithstanding the preceding provisions of this Article 2, any unit of the Equipment not delivered, accepted and settled for pursuant to Article 3 hereof on or before October 15, 1972, shall be excluded from this Agreement and not included in the term "Equipment" as used in this Agreement. In the event of any such exclusion the Manufacturer, the Company and the Lessee shall execute an agreement supplemental hereto limiting this Agreement to the Equipment theretofore delivered, accepted and settled for hereunder. If the Manufacturer's failure to deliver the units of the equipment so excluded from this Agreement resulted from one or more of the causes set forth in the immediately preceding paragraph, a separate agreement shall be entered into between the Manufacturer and the Lessee providing for the purchase of such excluded equipment by the Lessee on the terms herein specified, payment to be made in cash in accordance with the terms of this Agreement after delivery of such excluded equipment either directly or by means of a conditional sale, equipment trust or such other appropriate method of financing the purchase as the Lessee and the Manufacturer shall mutually determine.

The Equipment shall be subject to inspection and approval prior to delivery by inspectors or other authorized representatives of the Company (the Company hereby appoints the Lessee, or its authorized representatives, as such representative), and the Manufacturer shall grant to any such inspector or other authorized representative reasonable access to its plant. From time to time upon the completion of the construction of each unit or a number of units of the Equipment, such unit or units shall thereupon be presented to an inspector or other authorized representative of the Company and the Lessee for inspection at the Manufacturer's plant and, if each such unit conforms to the Specifications and the other require-

ments, specifications and standards set forth or referred to in Article 1 hereof, such inspector or authorized representative shall promptly execute and deliver to the Manufacturer, in such number of counterparts or copies as may reasonably be requested, a certificate of acceptance (hereinafter called a Certificate of Acceptance) stating that such unit or units have been inspected and accepted on behalf of the Company and the Trustee and are marked in accordance with Article 1 hereof; *provided, however*, that the Manufacturer shall not thereby be relieved of its warranty contained in Item 4 of Annex A hereto.

On acceptance of each of the units of the Equipment pursuant to this Article 2 on behalf of the Company and the Trustee as aforesaid, the Company assumes with respect thereto the responsibility and risk of loss or damage and the Manufacturer shall deliver to the Trustee (i) an invoice describing such unit and any special devices, racks or assemblies the cost of which is included in the Purchase Price of such unit and stating that such unit is new standard gauge railroad equipment (other than passenger or work equipment) first put into service no earlier than the date of such delivery and acceptance, and that the Purchase Price of such unit is an amount therein specified and (ii) a bill of sale transferring title to such unit to the Trustee and warranting to the Trustee, the Company and to the Lessee that at the time of such delivery the Manufacturer had legal title to such unit and good and lawful right to sell the same and that title to such unit was, at the time of such delivery of such unit, free from all claims, liens, security interests and other encumbrances of any nature except as created by this Agreement, the Equipment Trust Agreement or as permitted by Section 7.02 thereof and except for the rights of the Lessee under the Lease.

ARTICLE 3. *Purchase Price and Payment.* The base price per unit of the Equipment is set forth in Annex B hereto. Such base price, which shall include freight charges, if any, prepaid by the Manufacturer, from the Manufacturer's plant to the point of delivery, is subject to such increase or decrease as may be or has been agreed to by the Manufacturer and the Lessee including a decrease to the extent contemplated by Item 6, if any, of Annex A hereto. The term "Purchase Price" as used herein shall mean the base price or prices as so increased or decreased. If on the Closing Date (as hereinafter defined in this Article 3) the aggregate of the Invoiced Purchase Prices (as hereinafter defined in this Article 3 and in Article 3 of the Other Agreement hereinafter referred to) for which settlement has theretofore been and is then being made under this Agreement and the other manufacturing agreement referred to in Item 2 of Annex A hereto (hereinafter called the Other Agreement), would, but for the provisions of this sentence, exceed \$6,250,000 (or such larger amount as the Company may at its option agree to), the Manufacturer and the Lessee will, upon request of the Company, enter into an agreement excluding from this Agreement such unit or units of the Equipment then proposed to be settled for as specified by the Company, as will, after giving effect to such exclusion and any concurrent exclusion under the Other Agreement, reduce such aggregate Invoiced Purchase Prices under both this Agreement and the Other Agreement to not more than \$6,250,000 (or such larger amount as aforesaid); and the Lessee agrees to purchase on the terms herein specified any such unit or units of the Equipment so excluded from this Agreement from the Manufacturer for cash on the Closing Date, either directly or, if the Manufacturer and the Lessee shall mutually agree, by means of a conditional sale, equipment trust or other ap-

appropriate method of financing; in which event the Company shall execute such instruments and take such other action as shall be reasonably requested by the Lessee to vest in the Lessee or its designee, full title to such unit or units.

The Equipment shall be settled for on one or more Closing Dates (fixed as hereinafter provided) as specified in Item 3 of Annex A hereto (the Equipment settled for on each Closing Date being hereinafter called a Group).

Subject to the provisions of Article 4 hereof, the Company hereby promises to pay or cause to be paid in cash to the Manufacturer at such place as the Manufacturer may designate, on each Closing Date with respect to a Group, an amount equal to (i) the Purchase Price of all units of the Equipment in the Group as set forth in the invoice or invoices therefor (such invoiced prices being herein called the Invoiced Purchase Prices) and (ii) if such Closing Date is later than the 31st day following the date of delivery and acceptance of a unit pursuant to Article 2 hereof, interest on the Invoiced Purchase Price of such unit from such 31st day to and including such Closing Date at a rate per annum equal to the prime rate which the Trustee would charge on such Closing Date for 90-day loans to borrowers of the highest credit standing.

The term "Closing Date" with respect to any Group of the Equipment shall mean October 3, 1972 or such earlier date following the date of deposit of the net proceeds of the sale of the Equipment Trust Certificates (hereinafter called the Equipment Trust Certificates) issued pursuant to Section 2.01 of the Equipment Trust Agreement, following presentation by the Manufacturer to the Lessee of the invoice and the Certificate or Certificates of Acceptance for such Group, as shall be fixed by the Company and the Lessee by written notice delivered to the Manufacturer at least five business days prior to the Closing Date designated

to the Purchase Price of the Equipment; *provided, however*, that the Company will have no obligation to pay any such taxes, assessments, license fees, charges, fines or penalties unless it shall have received payment thereof from the Lessee pursuant to § 5 of the Lease; and the Lessee hereby agrees to perform such obligation if the Company should fail to do so.

ARTICLE 8. *Notice.* Any notice hereunder to the party designated below shall be deemed to be properly served if delivered or mailed to it at the following specified addresses:

(a) to the Company, at Fifth Third Center, Cincinnati, Ohio 45202, *attention of* Charles P. Reynolds, Jr., Vice President,

(b) to the Lessee, at 300 South Wacker Drive, Chicago, Illinois 60606, *attention of* the Vice President—Finance,

(c) to the Manufacturer, at its address set forth in Item 5 of Annex A hereto,

or at such other addresses as may have been furnished in writing by such party to the other parties to this Agreement.

ARTICLE 9. *Article Headings.* All article headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

ARTICLE 10. *Effect and Modification of Agreement.* This Agreement, and the Annexes relating hereto, exclusively and completely state the rights and agreements of the Manufacturer, the Company and the Lessee with respect to the Equipment and supersede all other agreements, oral

or written, with respect to the Equipment. No variation of this Agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and duly executed on behalf of the Company, the Manufacturer and the Lessee.

ARTICLE 11. *Law Governing.* The terms of this Agreement and all rights and obligations hereunder shall be governed by the laws of the State of Ohio.

ARTICLE 12. *Successors and Assigns.* As used herein the terms Manufacturer, Company, Trustee and Lessee shall be deemed to include the successors and assigns of the Manufacturer, the Company, the Trustee and the Lessee.

ARTICLE 13. *Execution.* This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this Agreement to be duly executed as of the date first above written.

BETHLEHEM STEEL CORPORATION,

by A. M. Reed
Vice President.

[CORPORATE SEAL]

Attest:

Carth. H. Bennett
Assistant Secretary

THE FIFTH THIRD BANK,

by [Signature]
Vice President.

[CORPORATE SEAL]

Attest:

[Signature]
Assistant Secretary

TRAILER TRAIN COMPANY,

by [Signature]
Vice-President—Finance.

[CORPORATE SEAL]

Attest:

[Signature]
Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF NORTHAMPTON } ss.:

On this 12th day of July, 1972, before me personally appeared **A. M. REED**, to me personally known, who, being by me duly sworn, says that he is a Vice President of BETHLEHEM STEEL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed 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.

[NOTARIAL SEAL]

Everette J. Mosher
Notary Public
My Commission Expires
City of Bethlehem
Northampton County
October 13, 1974

STATE OF OHIO }
COUNTY OF HAMILTON } ss.:

On this 13th day of July, 1972, before me personally appeared *C. S. Bueger*, to me personally known, who, being by me duly sworn, says that he is a Vice President of THE FIFTH THIRD BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed 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.

[NOTARIAL SEAL]

Irma S. Martin
Notary Public
IRMA S. MARTIN
Notary Public, Hamilton County, Ohio
My Commission Expires Oct. 14, 1974

STATE OF ILLINOIS }
 COUNTY OF COOK } ss.:

On this *14*th day of July, 1972, before me personally appeared N. V. REICHERT, to me personally known, who, being by me duly sworn, says that he is the Vice President—Finance of TRAILER TRAIN COMPANY, that one of seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed 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.

[Handwritten Signature]

 Notary Public

My Commission expires *July 24, 1975*

[NOTARIAL SEAL.]

ANNEX A—BETHLEHEM STEEL CORPORATION

- Item 1: Bethlehem Steel Corporation, a Delaware corporation.
- Item 2: The Manufacturing Agreement dated as of July 1, 1972, among the Company, the Lessee and Pullman Incorporated (Pullman-Standard Division).
- Item 3: For the purpose of making settlement, the Equipment shall be settled for in not more than three Groups of units of the Equipment delivered to and accepted by the Lessee, as agent for the Trustee.
- Item 4: *Manufacturer's Warranty of Materials and Workmanship*. The Manufacturer warrants that the units of the Equipment will be built in accordance with the Specifications and with the other requirements, specifications and standards set forth or referred to in Article 1 of the Manufacturing Agreement to which this Annex A is attached (hereinafter called the Agreement) and warrants the Equipment will be free from defects in material (except as to specialties incorporated therein which were specified or supplied by the Lessee and not manufactured by the Manufacturer) and workmanship or design (except as to designs specified by the Lessee and not developed or purported to be developed by the Manufacturer) under normal use and service; the Manufacturer's obligation under this paragraph being limited to making good at its plant any part or parts of any unit of the Equipment which shall be returned to the Manufacturer, with transportation charges prepaid, within one year after the delivery of such unit and which the Manufacturer's examination shall disclose to its satisfaction to

Company and the Lessee every claim, right and cause of action which the Manufacturer has or hereafter shall have against the originator or seller or sellers of any design, process, combination, article or material specified by the Lessee and used by the Manufacturer in or about the construction or operation of the Equipment, or any unit thereof, on the ground that any such design, process, combination, article or material or operation thereof infringes or is claimed to infringe on any patent or other right, and the Manufacturer further agrees to execute and deliver to the Company and the Lessee all and every such further assurances as may be reasonably requested by them more fully to effectuate the assignment, transfer and delivery of every such claim, right and cause of action. The Manufacturer will give notice to the Company and the Lessee of any claim known to the Manufacturer from which liability may be charged against the Company or the Lessee hereunder and the Company and the Lessee, respectively, will give notice to the Manufacturer of any claim known to the Company or the Lessee, as the case may be, on the basis of which liability may be charged against the Manufacturer hereunder.

ARTICLE 7. *Taxes.* All payments to be made or caused to be made by the Company or the Lessee hereunder will be free of expense to the Manufacturer with respect to the amount of any local, state or federal taxes (other than net income, gross receipts [except gross receipts taxes in the nature of or in lieu of sales taxes], franchise taxes measured by net income based on such receipts, excess profits and similar taxes), assessments, license fees, charges, fines or penalties levied or imposed upon, or in connection with, or measured by, this Agreement or any sale, use, payment, shipment, delivery or transfer of title under the terms hereof, all of which taxes, assessments, license fees, charges, fines or penalties the Company or the Lessee, as the case may be, assumes and agrees to pay on demand in addition

to the Purchase Price of the Equipment; *provided, however*, that the Company will have no obligation to pay any such taxes, assessments, license fees, charges, fines or penalties unless it shall have received payment thereof from the Lessee pursuant to § 5 of the Lease; and the Lessee hereby agrees to perform such obligation if the Company should fail to do so.

ARTICLE 8. *Notice.* Any notice hereunder to the party designated below shall be deemed to be properly served if delivered or mailed to it at the following specified addresses:

(a) to the Company, at Fifth Third Center, Cincinnati, Ohio 45202, *attention of* Charles P. Reynolds, Jr., Vice President,

(b) to the Lessee, at 300 South Wacker Drive, Chicago, Illinois 60606, *attention of* the Vice President—Finance,

(c) to the Manufacturer, at its address set forth in Item 5 of Annex A hereto,

or at such other addresses as may have been furnished in writing by such party to the other parties to this Agreement.

ARTICLE 9. *Article Headings.* All article headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

ARTICLE 10. *Effect and Modification of Agreement.* This Agreement, and the Annexes relating hereto, exclusively and completely state the rights and agreements of the Manufacturer, the Company and the Lessee with respect to the Equipment and supersede all other agreements, oral

or written, with respect to the Equipment. No variation of this Agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and duly executed on behalf of the Company, the Manufacturer and the Lessee.

ARTICLE 11. *Law Governing.* The terms of this Agreement and all rights and obligations hereunder shall be governed by the laws of the State of Ohio.

ARTICLE 12. *Successors and Assigns.* As used herein the terms Manufacturer, Company, Trustee and Lessee shall be deemed to include the successors and assigns of the Manufacturer, the Company, the Trustee and the Lessee.

ARTICLE 13. *Execution.* This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this Agreement to be duly executed as of the date first above written.

BETHLEHEM STEEL CORPORATION,

by A. M. Reed
Vice President.

[CORPORATE SEAL]

Attest:

Carth. H. Bennett
Assistant Secretary

THE FIFTH THIRD BANK,

by [Signature]
Vice President.

[CORPORATE SEAL]

Attest:

[Signature]
Assistant Secretary

TRAILER TRAIN COMPANY,

by [Signature]
Vice-President—Finance.

[CORPORATE SEAL]

Attest:

[Signature]
Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF NORTHAMPTON } ss.:

On this 12th day of July, 1972, before me personally appeared **A. M. REED**, to me personally known, who, being by me duly sworn, says that he is a Vice President of BETHLEHEM STEEL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed 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.

[NOTARIAL SEAL]

Everette J. Mosher
Notary Public
My Commission Expires
City of Bethlehem
Northampton County
October 13, 1974

STATE OF OHIO }
COUNTY OF HAMILTON } ss.:

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[NOTARIAL SEAL]

Irma S. Martin
Notary Public
IRMA S. MARTIN
Notary Public, Hamilton County, Ohio
My Commission Expires Oct. 14, 1974

STATE OF ILLINOIS }
 COUNTY OF COOK } ss.:

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[Signature]

 Notary Public

My Commission expires *July 24, 1975*

[NOTARIAL SEAL.]

ANNEX A—BETHLEHEM STEEL CORPORATION

- Item 1: Bethlehem Steel Corporation, a Delaware corporation.
- Item 2: The Manufacturing Agreement dated as of July 1, 1972, among the Company, the Lessee and Pullman Incorporated (Pullman-Standard Division).
- Item 3: For the purpose of making settlement, the Equipment shall be settled for in not more than three Groups of units of the Equipment delivered to and accepted by the Lessee, as agent for the Trustee.
- Item 4: *Manufacturer's Warranty of Materials and Workmanship*. The Manufacturer warrants that the units of the Equipment will be built in accordance with the Specifications and with the other requirements, specifications and standards set forth or referred to in Article 1 of the Manufacturing Agreement to which this Annex A is attached (hereinafter called the Agreement) and warrants the Equipment will be free from defects in material (except as to specialties incorporated therein which were specified or supplied by the Lessee and not manufactured by the Manufacturer) and workmanship or design (except as to designs specified by the Lessee and not developed or purported to be developed by the Manufacturer) under normal use and service; the Manufacturer's obligation under this paragraph being limited to making good at its plant any part or parts of any unit of the Equipment which shall be returned to the Manufacturer, with transportation charges prepaid, within one year after the delivery of such unit and which the Manufacturer's examination shall disclose to its satisfaction to

have been thus defective. **This warranty is expressly in lieu of all other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and of all other obligations or liabilities on the part of the Manufacturer, except for its obligations under Articles 1, 2, 3 and 6 of the Agreement.** The Manufacturer neither assumes nor authorizes any person to assume for it any other liability in connection with the construction and delivery of the Equipment, except as aforesaid.

The Manufacturer further agrees that neither the inspection as provided in Article 2 of the Agreement, nor any examination, nor the acceptance of any units of the Equipment as provided in said Article 2, shall be deemed a waiver or modification by the Company and/or the Lessee of any of their rights under this Item 4.

It is further understood and agreed that the word "design(s)" as used herein and in Article 6 of the Agreement and the word "specialties" as used herein shall be deemed to include articles, materials, systems, formulae and processes.

- Item 5: Manager of Sales, Railroad Products, Bethlehem Steel Corporation, Bethlehem, Pennsylvania 18016.
- Item 6: In the event that any lower base prices than those set forth in Annex B to the Agreement are made by the Manufacturer on railroad equipment similar in type to any unit of the Equipment not yet delivered pursuant to Article 2 of the Agreement, the Manufacturer agrees to make a corresponding reduction in the base price of any such unit of the Equipment subsequently delivered pursuant to Article 2 of the Agreement on or after the date of said price reduction.

ANNEX B—BETHLEHEM STEEL CORPORATION

<u>Type</u>	<u>Manufacturer's Specifications</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (All Inclusive)</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Date of Delivery</u>
89/4" 70-ton capacity, standard level, all purpose flat cars	Per latest TTX Specification	100	971000 to 971099	\$23,160.00	\$2,316,000.00	July-September, 1972
		<u>100</u>			<u>\$2,316,000.00</u>	