

JUL 3 1979 -10 30 AM

INTERSTATE COMMERCE COMMISSION

CONSTRUCTION CONTRACT

CONSTRUCTION CONTRACT made as of this 31ST day of *MAY* 1979, by and between ITEL CORPORATION, a Delaware corporation acting by and through its Equipment Management Division (hereinafter referred to as "Contractor") and the person(s) named on the execution page of this Agreement ("Owner").

W I T N E S S E T H :

WHEREAS, the Owner has acquired title to certain used 50'6" 70 ton RBL boxcars (hereinafter called "Hulks"), more specifically identified in Schedule "A" annexed; and

WHEREAS, Owner desires to engage Contractor to perform work, labor and services in accordance with standard industry practice and to furnish materials and parts to Owner according to the specifications ("Specifications") annexed as Schedule "B", drawings ("Drawings") which are hereby incorporated by reference, and "Bills of Material (annexed as Schedule "C") so as to convert said Hulks into rebuilt XL boxcars ("Railroad Cars"); and

WHEREAS, Contractor has represented to Owner that it is ready, willing and able to rebuild the Hulks into Railroad Cars pursuant to standard industry practice and to the Specifications, Drawings and Bills of Material;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

SECTION 1. Definitions.

(a) "Railroad Car(s)". A 50'6" 70 ton XL type railroad boxcar to be rebuilt by Contractor from Owner's Hulks, which rebuilding will be performed pursuant to the terms of the Specifications, Drawings and Bills of Material.

(b) "Hulks". Owner's Hulks are the used 70 ton RBL boxcars which are described at Schedule "A" annexed, which will be used by Contractor and rebuilt into the Railroad Cars.

SECTION 2, Agreement to Rebuild.

(a) Rebuilding of Railroad Cars after Delivery of the Hulks.

Owner shall deliver all of the Hulks to Contractor to the facilities of Contractor's subcontractor, Southeastern Specialties Corporation ("Southeastern") in Jacksonville, Florida. Contractor shall perform all the work, labor and services and supply all materials to rebuild the Hulks into Railroad Cars in accordance with the Specifications, Drawings and Bills of Material in accordance with standard industry practice. Contractor shall commence production of the Railroad Cars on the date set forth on Schedule "A". Railroad Cars rebuilt pursuant to this Agreement will incorporate all of the features of the Specifications and Drawings annexed except for significant changes that will be mutually agreed upon in writing between Contractor and Owner. It is the intention of the parties that the Specifications, Drawings and Bills of Material shall include all labor, materials and equipment necessary for the rebuilding of XL Railroad Cars by Contractor. Any discrepancy between the Specifications and Drawings shall be resolved in favor of the Specifications.

(b) Engagement of Subcontractor; Supply of Parts and Materials. Contractor will engage the services of Southeastern as

services in connection with rebuilding the Hulks into Railroad Cars pursuant to the Specifications. Contractor will purchase and supply all parts and materials necessary for rebuilding the Hulks. All work shall be performed by Contractor or its subcontractors at Southeastern's plant facilities in Jacksonville, Florida, or at qualified sub-subcontractor facilities. Contractor shall be obligated to pay for all subcontractors, including Southeastern, and sub-subcontractors who perform services or supply materials or parts in rebuilding the Hulks.

(c) Base Price. For all work, labor and services to be rendered and parts and materials supplied in rebuilding the Railroad Cars, Owner will pay to Contractor the fee set forth in Schedule "A". This amount shall be called the "Base Price" in this Agreement and shall be subject to escalation (as provided in (d) below), in an amount not to exceed the aggregate of \$400 per Railroad Car above the Base Price.

(d) Escalation. The escalation per Railroad Car (not to exceed \$400 per Car) shall be determined in accordance with the formula described on Schedule "D".

(e) Sales Tax. Owner shall be obligated to pay for all sales or use taxes in connection with rebuilding the Railroad Cars. However, in lieu of payment of sales or use taxes, Owner shall have the right to rely upon any sales or use tax exemption that is available in the State of Florida and will execute and deliver to ITEL sales tax exemption certificates or such other documents as may be required to exempt the Railroad Cars from any sales or use taxes.

(f) Owner's Involvement in Construction. Owner, only through its agent who is identified in Schedule "A" (hereinafter

called "Agent"), shall be directly involved in the rebuilding of the Railroad Cars. Accordingly, only Agent on behalf of Owner shall be permitted to (but not required to) do the following during rebuilding of the Railroad Cars:

(i) make changes in the Specifications or Drawings as requested by any shipper who will utilize the Railroad Cars; provided, however, that Owner shall be required to pay to Contractor all additional costs incurred in connection with such modifications, including direct expense, indirect expense and profit, and any such modification which shall effect the delivery schedule of the rebuilt Railroad Cars shall cause the delivery schedule and final delivery date of December 15, 1979 to be extended accordingly;

(ii) assist with the selection of all specialty hardware to be used in the Railroad Cars, if requested by Contractor;

(iii) make paint specifications and other items as permitted in Specifications;

(iv) examine parts as they are being delivered to Contractor or Southeastern;

(v) consult from time to time with construction personnel regarding the Specifications and Drawings and review construction of the Railroad Cars as they are being rebuilt; and

(vi) obtain and review with construction personnel all progress reports regarding the Railroad Cars, and if requested by Contractor, make suggestions to speed up production.

(g) Inspection. During the rebuilding process, Owner's inspector named on Schedule "A" (the "Inspector") shall have access to the facility of Contractor or Southeastern when accompanied by a representative of Contractor, for the purpose of examining materials and the assembly thereof into the Railroad Cars. At any time during the rebuilding of the Railroad Cars and prior to delivery, the Inspector can reject a Railroad Car (in whatever stage of completion) as not conforming to the Specifications and standard industry practice by notifying Contractor. In that case, Contractor will correct the Railroad Car to conform to the Specifications or request an inspection by an independent third party selected as provided for in Section 4(g).

(h) Mechanism for Inspection and Acceptance. At least ten business days prior to delivery of the Railroad Cars, Contractor shall notify Agent by letter, telex or telegram of the exact delivery date or dates that the Railroad Cars are to be delivered (but in no event less than five Railroad Cars at a time). If Owner's Inspector executes the acceptance certificate in duplicate ("Acceptance Certificate") a copy of which is annexed as Schedule "E", indicating his inspection approval thereof, a copy of such Acceptance Certificate shall be presented by Contractor to Agent together with other documentation

(including but not limited to an invoice covering all materials and labor charges) in order to effectuate payment of the Base Price (as the same may be escalated).

(i) Delivery. Delivery shall be completed upon the delivery of the Railroad Cars by Contractor to a common carrier in accordance with any shipping requirements specified in Schedule "A". Contractor will deliver the Railroad Cars on or before the date or dates indicated on Schedule "A" except if delivery is delayed because of a force majeure as provided in Section 17. Delivery of Railroad Cars will be made free of all liens, claims encumbrances of any kind after payment in full therefor as provided herein. Time is of the essence and all of the Railroad Cars must be delivered to Owner by December 15, 1979.

Owner shall not be obligated to accept any Railroad Cars after December 15, 1979 notwithstanding any force majeure, for any reason, except at Owner's sole discretion, and Contractor shall not commence production on any Railroad Car that cannot be completed by that date without Agent's prior written approval. In the event that Contractor does not deliver all of the Railroad Cars by December 15, 1979 (notwithstanding any force majeure) for any reason and Owner elects not to extend the time of delivery, Owner, as its sole remedy for Contractor's failure to deliver as provided herein, shall have the right to require Contractor to pay to Owner the cost to Owner of each Hulk for each such Railroad Car not delivered, and Contractor shall be obligated to purchase each such Hulk and pay to Owner the price actually paid by Owner for such Hulk as indicated in Schedule "A". Owner shall thereupon execute and deliver to Contractor a bill of sale for each such Hulk. Notwithstanding the above, in the event delivery is delayed due to rejections of Railroad Cars by the Inspector, which rejections are subsequently determined by a majority of the

inspectors to be unwarranted, Contractor shall have the right to make deliveries beyond December 15, 1979.

(j) Mechanical Data. All detailed design drawings, drawing lists, specialty drawings, bills of material, lists of light weights and scale tickets, AAR certificates of construction and wheel and axle mounting pressure records shall be delivered by Contractor to Agent at the completion of construction.

(k) Storage. There shall be no charge by Contractor for storage of the Railroad Cars. Owner shall be required to take delivery of the Railroad Cars one business day after Closing Date, and if Owner does not take delivery, Owner shall pay any storage, transit and switching charges thereafter.

Section 3. Payment and Security Therefor.

(a) Payment. Contractor shall give to Agent and any financial institution designated in Schedule "A", five business days' advance written notice of a closing date (herein called the "Closing Date") together with an invoice for services and materials, and an Acceptance Certificate. On the Closing Date, Contractor shall deliver to Agent a Completion Certificate by Contractor (in the form annexed at Schedule "F"), a release of ITEL's security interest in the Hulks and Railroad Cars, legal opinion of Contractors' counsel as to title and no liens on the Railroad Cars as provided in Section 4(a)(vii) in such form acceptable to counsel to Agent, and such other documents as may be reasonably requested by Agent, and Contractor shall receive from Owner the Base Price as adjusted for escalation, payable at a New York City bank in federal funds. The term "business days" as used in this Agreement means calendar days excluding Saturdays, Sundays and legal holidays.

(b) Security Interest.

(i) As security for the payment of the Base Price (as

(iii) Upon any default, the Contractor's reasonable attorney's fees and the legal and other expenses for pursuing, searching for, receiving, taking, keeping, advertising and selling the Hulks and Railroad Cars shall be chargeable to the Owner in addition to the Base Price as adjusted for escalation. However, the Owner shall not be personally liable for any deficiency resulting from the sale of the Hulks and Railroad Cars, it being understood that Contractor's sole right shall be to enforce and satisfy Owner's obligations hereunder from the Hulks and Railroad Cars. To the extent Contractor receives from such sale any amount in excess of the Base Price, as adjusted, plus such costs and expenses, Contractor shall be entitled to keep such excess as liquidated damages.

(iv) Contractor will give Owner reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice will be met if such notice is mailed certified mail, return receipt requested, postage prepaid, to the address of the Owner shown below, with a copy to Agent at least five (5) days before the time of sale or disposition.

(v) Contractor is hereby authorized to file one or more Financing Statements on Owner's behalf and to file and record this Agreement with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303. Owner will, from time to time, do and perform any other act and will execute, acknowledge, deliver, file, register, deposit and record any and all further instruments

required by law or reasonably requested by the Contractor for the purpose of proper protection to the satisfaction of counsel for the Contractor, of its security interest to the Hulks and Railroad Cars and its rights under this Agreement or for the purpose of carrying out the intention of this Agreement; and the Owner will promptly furnish to the Contractor certificates or other evidence of such filing, registering, depositing and recording satisfactory to the Contractor.

(vi) Upon payment and full satisfaction of the Owner's obligations under this Agreement according to the terms thereof, Contractor shall deliver a release hereof or a termination of the security interest granted herein, and Contractor shall further execute and deliver to Owner any such further documents as may be reasonably requested to terminate the security interest of Contractor hereunder.

SECTION 4. Representations, Warranties and Indemnities.

(a) Contractor's Representations. Contractor represents and warrants:

(i) that it is a corporation duly organized and existing under the laws of the State of Delaware;

(ii) that it has all necessary corporate power and authority to enter into this Agreement and the Exhibits and Schedules required or contemplated hereby (if any);

(iii) that nothing in its corporate charter or other organizational documents or in any agreement, covenant or instrument to which it is a party or by which it is bound, prohibits, limits or otherwise re-

quires the approval of any other party in connection with the performance of its obligations under this Agreement;

(iv) that it will rebuild the Railroad Cars in a good and workmanlike manner, and in accordance with standard industry practice;

(v) that no law, regulation or other governmental requirement prohibits, limits or requires a license or permit for its performance hereunder;

(vi) that the individuals whose signatures are affixed to this Agreement are duly authorized to execute and deliver this Agreement;

(vii) that after rebuilding and upon delivery of the Railroad Cars to Owner and payment therefor, Owner shall have good and marketable title to the Railroad Cars subject to no liens, taxes, claims or encumbrances arising from the services performed or the materials furnished by Contractor or any subcontractor; and

(viii) that as of the date hereof and upon delivery of the Railroad Cars to Owner, Contractor has and shall have no actual knowledge of claims, litigation or causes of action (whether threatened or in existence) which would impair the rights of Owner under this Agreement.

(b) Additional Contractor Representations. Contractor represents and warrants to Owner, and shall at each payment closing provide to Owner, its successors and assigns, an opinion of its counsel addressed to Owner as to title and no liens on the Railroad Cars as provided in Section 4(a)(vii) in such form acceptable to counsel to Agent.

(c) Owner's Representations. Owner represents and warrants:

(i) that he (she or it) has all necessary power and authority to enter into this Agreement and the Exhibits and Schedules required or contemplated hereby (if any);

(ii) that no agreement, covenant or instrument to which he (she or it) is a party or by which he (she or it) is bound, prohibits, limits or otherwise requires the approval of any other party in connection with the performance of his (hers or its) obligation under this Agreement;

(iii) that no law, regulation or other governmental requirements prohibits, limits or requires a license or permit for his (her or its) performance hereunder; and

(iv) that the individual(s) whose signature is affixed to this Agreement is duly authorized to execute and deliver this Agreement on his (her or its) behalf.

(d) Warranty. Contractor warrants that the Railroad Cars when delivered hereunder:

(i) shall conform to the Drawings and Specifications without material deviation (except as may be agreed to in writing by Agent);

(ii) that the Railroad Cars shall conform in all material respect to the workmanship and quality of a Sample Railroad Car to be constructed by Contractor and which will be exhibited to Owner's Inspector, and such workmanship and labor will be in accordance with standard industry practice;

(iii) that the Railroad Cars will conform to AAR Interchange and Safety Appliance and Power Brake requirements of the Department of Transportation;

(iv) that the Railroad Cars will be constructed from new and/or reconditioned components and that the Railroad Cars have never been placed in revenue-producing service as a rebuilt railroad car;

(v) that the Railroad Cars shall meet the present mechanical requirements of Rule 88 of the Association of American Railroads Code of Interchange Rules, or in the event of any inconsistency with Rule 88 which Contractor discovers in the Specifications, it shall perform all services to make them comply with Rule 88 before delivery to Owner; and

(vi) that the Railroad Cars are warranted to Owner for a period of one year after the date the Railroad Cars are delivered to Owner, to be free from any defect in material or workmanship except

as to damage resulting from normal wear and tear, accident, alteration, misuse or abuse .

(e) Warranty Repairs. In the event Owner requires repairs to or replacement of any component of the Railroad Cars, Owner after giving notice to Contractor, shall make delivery of the defective Railroad Car (transportation charges prepaid) to a mutually agreeable repair shop or to Contractor's designated subcontractor's plant. Contractor shall be responsible for the warranty repairs including the repair facilities charges unless it disagrees with Owner's conclusion that Contractor is responsible, in which case an AAR representative shall be requested to resolve the issue of responsibility. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXTENDING BEYOND THE DESCRIPTION IN THIS AGREEMENT AND OF ALL OTHER OBLIGATIONS AND LIABILITIES ON THE PART OF CONTRACTOR.

With respect to parts used in the Railroad Cars, but manufactured by manufacturers other than Contractor, any warranty provided to Contractor shall be passed on to Owner or any assignee of Owner to the extent allowed under such warranties, and Contractor agrees to provide reasonable assistance to Owner or any assignee of Owner in obtaining satisfaction thereunder.

(f) Patent Indemnification. Contractor hereby agrees to indemnify and save Owner harmless from any and all royalties payable, any and all liabilities, damages, claims, suits, judgments,

costs and expenses (including legal fees) that may arise from patent infringement incident to the use of any article, process, design, element of construction or any other invention used in the construction of the Railroad Cars or incorporated in the Railroad Cars when delivered to and accepted by Owner; provided that Owner gives to Contractor notice thereof within 30 days of any written claim or suit against Owner.

(g) Selection of Inspectors for Dispute Settlement. Any dispute between Contractor and Agent as to the compliance of the Railroad Cars with Specifications or the responsibility for the cost of repairs which requires the intervention of a third party may be commenced by either party by the selection of an individual "inspector" from recommendations furnished by the AAR of qualified individuals. The name, affiliations and qualifications of such individual shall be furnished to the other party which shall have four days to accept or reject such individual. Upon rejection, the rejecting party shall nominate an alternative "inspector". If the parties cannot agree on an acceptable "inspector" within eight days, each party shall name an "inspector" and the two "inspectors" so chosen shall name a third (or in lieu thereof the AAR shall name such third party) whereupon the dispute settlement shall commence. A decision of a majority of such "inspectors" shall be binding and final. If the Railroad Car is determined by the in-

spectors as meeting the Specifications, or if the cost of repairs are determined to be Owner's responsibility, the expenses of the intervention of the independent third party shall be borne by Owner, otherwise the expenses shall be for Contractor's account. Each party shall bear the expenses of its own inspector.

SECTION 5. Property Loss or Damage.

Owner shall assume all risks or loss of or damage to the Hulks and the materials, parts and labor entering into construction of the Railroad Cars; however, Contractor may self-insure for the benefit of Owner or at Contractor's option in lieu thereof provide as an agent for Owner, before commencement of any work, insurance designating Owner as beneficiary covering the Base Price and the cost of the Hulks to Owner, which insurance must cover any event of destruction of the Hulks and the Railroad Cars prior to delivery by Contractor to Owner or Agent. Upon destruction of a Railroad Car or Hulk, Owner shall collect the proceeds of any insurance policy obtained for the benefit of Owner. Owner shall pay to Contractor the value of the materials, parts and labor incurred to such date in rebuilding the Hulks. In the event of destruction of a Railroad Car prior to the Closing Date which is not covered or adequately covered by insurance placed by Contractor as agent for Owner, Contractor shall be required to pay to Owner the cost of the Hulk and Contractor shall be solely responsible for the materials, parts and labor incurred to the date of destruction without Owner being responsible to pay same, provided, however, Contractor shall have the right to substitute another Hulk acceptable to Owner (if

same can be rebuilt and delivered by the delivery date herein provided).

SECTION 6. Limitation of Liability.

Contractor's liability on any claim of any kind, including negligence, for any loss or damage arising out of, connected with, or resulting from this Agreement, or from the performance or breach thereof, or from the manufacture, sale, delivery, resale, inspection, repair, operation or use of any of the Railroad Cars covered by or rebuilt under this Agreement shall in no case (except as provided in Section 4(f) entitled "Patent Indemnification" and then only to the extent set forth in that paragraph), exceed the Base Price, as the same may be adjusted, per Railroad Car which gives rise to the claim. In no event, whether as a result of breach of contract or warranty or alleged negligence, shall Contractor be liable for special or consequential damages, including, but not limited to, loss of profits or revenue, loss of use of the Railroad Cars or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, down-time costs or claims of customers of Owner for such damages.

SECTION 7. Owner's Escrow Account.

Owner represents and warrants that it has deposited in escrow with Babbitt, Meyers & Company, Inc., the sum indicated in Schedule A per Railroad Car, such amount being the difference between the Base Price as adjusted and the amount committed to be provided

to Owner by the financial institution set forth on Schedule "A" annexed hereto. Owner shall cause Babbitt, Meyers & Company, Inc. to confirm to Contractor receipt of such escrow amount.

SECTION 8. Lien or Encumbrances.

Neither Contractor nor any of its employees or agents shall have any right, power or authority to create, incur, or suffer or permit to be placed or imposed upon any of the Hulks or the Railroad Cars or any parts thereof covered by this Agreement, any lien, encumbrance or charge, other than the security interest given by Owner to Contractor in this Agreement.

Contractor shall, in due course, but in any event within fifteen (15) days after the same have become due and payable or enforceable against any of the Hulks or the Railroad Cars under this Agreement, pay and discharge or make provision for the payment, satisfaction or discharge of any and all claims or demands for which it is or may be lawfully responsible, and which, if unpaid, might become or operate as a lien, encumbrance or charge upon the said Hulks or Railroad Cars, or in the event the said Hulks or Railroad Cars are levied against or taken into custody by virtue of any legal proceeding in any court, Contractor shall within fifteen (15) days thereafter, cause the said Hulks and/or Railroad Cars to be released and the asserted claim or lien to be discharged as to the said Hulks and/or Railroad Cars. This section shall not be deemed breached by reasons of liens for taxes, assessments or governmental charges or levies, in each case not due or not determined, or inchoate materialmen's, mechanics', workmens, repairmens' or other like

liens arising in the ordinary course of business and, in each case, not delinquent.

SECTION 9. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors or assigns; provided that no assignment by any party hereto shall relieve such party from its obligations and liabilities hereunder, which shall remain the direct and primary obligations of the assignor, jointly and severally with the assignees as used herein.

SECTION 10. Waiver.

Failure to insist upon strict compliance of any of the terms, covenants or conditions hereof, shall not be deemed a waiver of such terms, covenants or conditions, nor shall any waiver or relinquishment of such right or power hereunder at any time or times be deemed a waiver or relinquishment of such right or power at any time or times be deemed a waiver or relinquishment of such right or power at any other time or times.

SECTION 11. Severability.

The invalidity or unenforceability of any part of this Agreement shall not affect the validity or enforceability of the remaining portion of this Agreement. In the event that any part of this Agreement shall be invalid, this instrument shall be construed as if such invalid part had not been inserted, so long as the principal obligations of the parties hereto are not changed thereby. In the event that any part of this Agreement shall be held unenforceable or invalid, the remaining parts to this Agreement shall nevertheless continue to be valid and enforceable as though the in-

valid portions had not been a part thereof, unless the principal obligation of the parties hereto are changed thereby.

SECTION 12. Notices.

Any notice hereunder to any of the parties designated below shall be deemed to be properly served if delivered or mailed to it at the following specific address:

- (a) To Contractor: Itel Corporation
Equipment Management Division
Two Embarcadero Center
San Francisco, Cal. 94111
- (b) To Owner: At the address set forth below
with a copy to Agent at the address
specified on Schedule "A" to this
Agreement;

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

SECTION 13. Headings.

All section headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

SECTION 14. Effect and Modification of Agreements.

This Agreement and the Exhibits and Schedules relating hereto, exclusively and completely state the rights and agreements with respect to the construction of the Railroad Cars, and supersede all other agreements, oral or written, with respect to construction of the Railroad Cars. 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 Contractor and Owner.

SECTION 15. Execution.

This Agreement may be executed in any number of counter-

parts, 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.

SECTION 16. Survival.

The respective representations, warranties, indemnities and agreements of the parties hereto shall survive the execution and delivery of this Agreement and the delivery and payment for the Railroad Cars.

SECTION 17. Force Majeure.

Contractor's or Southeastern's obligations with respect to delivery of any or all of the Railroad Cars are made expressly subject to and contingent upon Contractor's or Southeastern's ability to secure materials to enable Contractor or Southeastern to meet production requirements for the Railroad Cars. Contractor's obligation with respect to delivery of all or any number of Railroad Cars are also hereby made expressly subject to, and Contractor shall not be responsible for failure to deliver, or delays in delivering, Railroad Cars or the Hulks due to or resulting from causes beyond Contractor's or subcontractor's reasonable control, including but not limited to strikes, labor disputes, fire, flood, explosion, delays and defaults of carriers and material suppliers, accidents, acts of God, governmental acts, riot, or civil commotions, sabotage, vandalism, damage to plant equipment or facilities, regulations and restrictions beyond Contractor's or subcontractor's control. Any specified delivery dates shall be deemed extended for the period of such

delays. Notwithstanding any delays in delivery due to force majeure as provided above, Owner shall still have the right to require Contractor to purchase a Hulk not delivered prior to December 15, 1979 as provided in Section 2(i) above.

IN WITNESS WHEREOF, the parties hereto have caused their authorized officers to execute this Agreement on their behalf as of the date first above written.

Witness:

[Handwritten Signature]

ITEL CORPORATION, EQUIPMENT
MANAGEMENT DIVISION

By Richard D. Dixon
Richard D. Dixon
Vice President

OWNER:

Name of Owner:

Bentley Cross

Address of Owner:

2335 MARBURY ROAD
PITTSBURGH, PA 15221

By _____

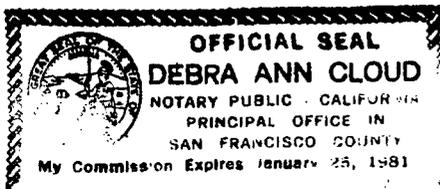
Its: _____

Witness:

[Handwritten Signature]

STATE OF *California*)
COUNTY OF *San Francisco* SS:

On May *30*, 1979, before me personally came *Richard D. Dixon* to me known, who, by me duly sworn, did depose and say that deponent resides at *16 Greenwood Ct, Orinda, CA* that deponent is the *Vice President* of ITEL Corporation, Equipment Management Division, the corporation described in, and which executed the foregoing Agreement, that deponent knows the seal of the corporation, that the seal affixed to the Agreement is the corporate seal, that it was affixed by order of the board of directors of the corporation; and that deponent signed his name by like order.



Debra Ann Cloud
Notary Public

Acknowledgement for Owner

If an individual:

STATE OF Pennsylvania)
COUNTY OF Allegheny)

On the 31st day of May, 1979, before me came BERTRAM KOSSIS to me known to me to be the individual described in, and who executed the foregoing instrument, and acknowledged to me that he executed the same.

Nora A. Bland
Notary Public

NORA A. BLAND, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES JUNE 5, 1982
Member, Pennsylvania Association of Notaries

If a partnership:

STATE OF)
COUNTY OF) SS:

On the _____ day of May, 1979, before me came _____ to me known to be a partner in the firm of _____, and who executed the foregoing Agreement and acknowledged to me that he executed the same.

Notary Public

If a Corporation:

STATE OF)
COUNTY OF) SS:

On May _____, 1979, before me personally came _____ to me known, who by me duly sworn, did depose and say that deponent resides at _____ that deponent is the _____ of _____ the corporation described in, and which executed the foregoing Agreement, that deponent knows the seal of the corporation, that the seal affixed to the Agreement is the corporate seal, that it was affixed by order of the board of directors of the corporation; and that deponent signed his name by like order.

Notary Public

SCHEDULE A

Name of Owner Bertram Kossis

Address of Owner 2335 Marbury Road

Pittsburgh, PA Zip 15221

Identification Number of Owner's Hulks RBNX 90353, 90344, 90300, 90257, 90307

Price Paid by Owner per Hulk \$ 5,219.00

Base Price for Each Railroad Car \$ 28,963.00

Approximate Date of Commencement of Production June 1, 1979

Approximate Date of Delivery August 15, 1979

Owner's Shipping Requirements F.O.T. Southeastern Specialties Corporation

yard, Jacksonville, Florida

Name and Address
of Owner's Agent Atlantic & Western Financial Corporation

P. O. Box 1208

Sanford, North Carolina Zip 27330

Name of Inspector John S. Carlson & Co., Inc.

Financial Institution and Address United States Steel Credit Corporation

600 Grant Street

Pittsburgh, PA Zip 15219

Escrow deposit per Railroad Car
held by Babbitt, Meyers & Company,
Inc. being the difference between
the Base Price, as adjusted, and
Owner's non-recourse financing \$ 2,356.00

SCHEDULE B

SPECIFICATIONS FOR REBUILDING RAILROAD CARS FROM HULKS OF THE OWNER IDENTIFIED IN SCHEDULE A

These specifications cover the rebuilding of 50'6" 70 ton Plate "C" XL boxcars to be constructed by Itel Corporation, Equipment Management Division, Contractor, pursuant to the within specifications. Cars to be used are identified on Schedule A of this Construction Contract.

1. General Requirements.

Completed car shall satisfy all requirements for AAR "Rebuilt" status including strength requirements as outlined in AAR "Specifications for Design and Fabrication of Freight Cars."

Completed car is to conform to all applicable AAR Interchange and FRA Bureau of Safety Rules and Regulations and comply with the reconditioning requirements of the FRA Railroad Freightcar Safety Standards.

2. Workmanship.

All construction and fabrication shall be performed in a substantial and workmanlike manner in accordance with drawings and/or specifications provided. All workmanship shall be equal to the best practice in modern car builders' shops.

Jigs, templates, gauges and fixtures shall be used to insure interchange ability of parts. Requirements outlined in Section V of the AAR "Specifications for Design Fabrication of Freightcars" shall be adhered to.

3. Welding.

Welding shall be done by the fusion process and must conform to the AWS and AAR welding codes. All slag or flux remaining on any bead of welding must be removed before laying down the next successive bead or before painting.

SCHEDULE B

SPECIFICATIONS FOR REBUILDING RAILROAD CARS FROM HULKS OF THE OWNER IDENTIFIED IN SCHEDULE A

These specifications cover the rebuilding of 50'6" 70 ton Plate "C" XL boxcars to be constructed by Itel Corporation, Equipment Management Division, Contractor, pursuant to the within specifications. Cars to be used are identified on Schedule A of this Construction Contract.

1. General Requirements.

Completed car shall satisfy all requirements for AAR "Rebuilt" status including strength requirements as outlined in AAR "Specifications for Design and Fabrication of Freight Cars."

Completed car is to conform to all applicable AAR Interchange and FRA Bureau of Safety Rules and Regulations and comply with the reconditioning requirements of the FRA Railroad Freightcar Safety Standards.

2. Workmanship.

All construction and fabrication shall be performed in a substantial and workmanlike manner in accordance with drawings and/or specifications provided. All workmanship shall be equal to the best practice in modern car builders' shops.

Jigs, templates, gauges and fixtures shall be used to insure interchange ability of parts. Requirements outlined in Section V of the AAR "Specifications for Design Fabrication of Freightcars" shall be adhered to.

3. Welding.

Welding shall be done by the fusion process and must conform to the AWS and AAR welding codes. All slag or flux remaining on any bead of welding must be removed before laying down the next successive bead or before painting.

Schedule C
Bills of Material

SHEET 1 OF
DATE
PROGRAM NO. 10007

BILL OF MATERIAL - ITEL RAIL DIVISION

BILL OF MATERIAL # 12-176007

SUBJECT: REBUILD (100) 50'-7 1/2" JOURNAL BEARING EQUIP. FORCED BEARING EQUIP. BOX CARS IN SERIES: RDNX 30002-30199 BUILT BY ACF - 1959

ELIMINARY

DESCRIPTION	NO. PER CAR	% TO FRAME	FRAMING NO.	DEVELOPED SIZE	MATERIAL SPECIFICATION	REMARKS	PURCHASING DEPT. INFORMATION
RESHOLD PLATE	2	100%	ITEL-007-1	1/2" x 10" x 10" FORMED STL. PLATE	ASTM A-36	REPURCHASE FABRICATED	
RESHOLD PLATE-ANGLE	2	200%	ditto	1 1/2" x 8" x 1/2" x 7' 10"	ditto		
IDE SILL BEARING	2	200%	ditto	3/4" x 15" x 15" FORMED STL. PLATE	ditto		
IDE POST TO SIDE	4	400%	ditto	1/2" x 2 1/2" x 20 1/2" FOR. STL. PLATE	ditto	OFFSET GUSSET	
IDE POST TO SIDE STL	4	400%	ditto	1/2" x 2 1/2" x 20 1/2" FOR. STL. PLATE	ditto		
IDE POST TO TOP SIDE	4	400%	ditto	---	---	USE EXIST. FRAMING	
IDE POST TO TOP SIDE	4	400%	ditto	1/2" x 3 1/2" x 3" FOR. STL. BAR	ASTM A-36	?	
IDE POST TO TOP SIDE	10	1000%	ITEL-007-3	1/2" x 3 1/2" x 5 1/2" FOR. STL. BAR	ditto		
IDE POST TO TOP SIDE	4	400%	ditto	1/2" x 3 1/2" x 5 1/2" FOR. STL. BAR	ditto		
IDE POST TO TOP SIDE	4	400%	ditto	3" I.C. 7.5" x 4-4 1/2"	ditto		
IDE POST TO TOP SIDE	14	1400%	ditto	4" I.C. 7.1" x 4-4 1/2"	ditto		
IDE POST TO TOP SIDE	4	400%	ITEL-007-4	1/2" x 3 1/2" x 4 1/2" FOR. STL. BAR	ditto	USE EXISTING	
IDE POST TO TOP SIDE	1	100%	ditto	3/4" x 3" FOR. STL. BAR	ditto		
IDE POST TO TOP SIDE	1	100%	ditto	1/2" x 6" FOR. STL. BAR	ditto		
IDE POST TO TOP SIDE	1	100%	ditto	1 1/2" x 3 1/2" FOR. STL. BAR	ditto		
IDE POST TO TOP SIDE	1	100%	ditto	1/2" DIA. STL. BAR	ditto		
IDE POST TO TOP SIDE	1	100%	ditto	1" DIA. FOR. STL. BAR	ditto		
IDE POST TO TOP SIDE	1	100%	ditto	1/2" x 1-3" FORMED STL. PLATE	ditto		
IDE POST TO TOP SIDE	2	200%	ITEL # 007-6	1/2" x 2-0" x 5-8" STL. PLATE	ditto		
IDE POST TO TOP SIDE	1	100%	ditto	---	---		
IDE POST TO TOP SIDE	1	100%	ITEL # 007-7	1/2" DIA. STL. BAR FORMED	ASTM A-36		
IDE POST TO TOP SIDE	1	100%	---	10 GA. STEEL SHEET	---		
IDE POST TO TOP SIDE	2	200%	ITEL # 007-8	SINKER HOLE	---		
IDE POST TO TOP SIDE	1	100%	---	3/4" x 1 1/2" x 7 1/2"	---		
IDE POST TO TOP SIDE	2	200%	ITEL # 007-9	1 x 7 x 14	---		
IDE POST TO TOP SIDE	7	700%	ITEL # 007-10	1 x 5 x 10	---		

DESCRIPTION	NO. IN CAR	%	NO. ORDER	QUANTITY	UNIT	PRICE	TOTAL	REMARKS
AIR BRAKE MAINTENANCE								
1. ANGLE COCK	2	100%	100					WARGO 579495
2. COMBINED DIET COLLECTOR	1	100%	100					WARGO 579495
3. CUT-OUT COCK	2	80%	80					WARGO 579495
4. COUPLING, SCREWED-TO-SERVEN	3	100%	300					WARGO 579495
5. COUPLING 1/4 TO 1/4 SOCKET WELD	2	100%	200					WARGO 579495
6. ELBOW, 1/2" REGULAR LONG SLEEVE	1	100%	100					WARGO 579495
7. ELBOW, 3/8" SOCKET WELD	1	100%	100					WARGO 579495
8. 3/8" SOCKET WELD FUG FITTING	1	100%	100					WARGO 579495
9. 3/4" " " " "	6	100%	600					WARGO 579495
10. 1" " " " "	2	100%	200					WARGO 579495
11. GASKET 3/8"	2	100%	200					WARGO 579495
12. " 3/4"	6	100%	600					WARGO 579495
13. " 1"	2	100%	200					WARGO 579495
14. " 1 1/4"	2	100%	200					WARGO 579495
15. GREASE	1/3	100%	33					WARGO 579495
16. RECONDITIONED AB CYLINDER PISTON	1	100%	100					WARGO 579495
17. RECONDITIONED AB SERVICE PORTION	1	100%	100					WARGO 579495
18. RECONDITIONED AB EMERGENCY PORTION	1	100%	100					WARGO 579495
19. PORTION 1/2" P.M.S.	1	100%	100					WARGO 579495
20. GASKET @ 1/2" P.M.S.	1	100%	100					WARGO 579495
21. GASKET @ 1/2" P.M.S.	1	100%	100					WARGO 579495
22. GASKET @ 1/2" P.M.S.	1	100%	100					WARGO 579495
23. GASKET @ RESERVOIR	2	100%	200					WARGO 579495
24. 1/2" PORT	3	100%	300					WARGO 579495
25. NUT	8	100%	800					WARGO 579495
26. 1/2" INCH PORT	16	100%	1600					WARGO 579495
27. NUT	16	100%	1600					WARGO 579495

AIR BRAKE MATERIAL	QTY	UNIT	PERCENT	DESCRIPTION	MARK #	REMARKS
END OF CAR HOSE	2	100%	200	1 1/4"	MARK # 561101	CAMP W/INSECT (563952)
BRAKE ROD JAW 3/4"						
BRAKE ROD JAW 7/8"						
BRAKE ROD EYE 1"	1	100%	100	1" DIA. ROD 1/4" DIA. HOLE	MARK # 14" 1077	PERMIE TOP RODS & ATTACHED CYL. TO FLOATING LAYER GUID.
NIPPLE 1 1/4"	2	100%	200	1 1/4" 110 STD. WT. PIPE	MARK # 502574	SCREWED TYPE
VENT PROTECTOR	1	20%	20		MARK # 562931	
PISTON ROD SEAL	1	100%	X		MARK # 561020	
MANIFOLDURE HEAD	1	100%	100		MARK # 561020	
NO. 11 PISTON PACKING CUP	1	100%	100		MARK # 561020	
1-bowlow ROD GUIDE	1				MARK # 561020	
PIPE 3/8"	5FT.			EXTRA-LONG	MARK # 561020	
" 3/4"	10FT.			"	MARK # 561020	
" 1"	3FT.			"	MARK # 561020	
" 1 1/4"	5FT.			"	MARK # 561020	
RETAINER VALVE	1	100%	100		MARK # 561020	
COURNED DIRT COLLECTOR	1		X	(NEW)	MARK # 561020	SEE MARK # 561020 PERMIE TOP RODS
CUT-OUT COCK	1				MARK # 561020	
HEAD CYLINDER	1	100%	100	MARK LEFT THIN FOR SINGLE RELEASE ROUTING	MARK # 561020	565906
RELEASE VALVE	1	100%	X	1/4" - 1/8" P	MARK # 561020	PERMIE TOP RODS
BRAKE ROD EYE	1	100%	X		MARK # 561020	

CAR SPECIALTIES	NO. OF CARS	% CARS	UNIT NO.	UNITS /CARS	DEVELOPED SIZES	MARK SIZES	REMARKS
Roller Bearing Nipper	8	100%			GA11		DEMARRA UNIVERSAL JOINTS THINSTEEL SUBSIDIARIES 4401 BOVE-USA-DIT CALIF. NAT.
SINK ADJUSTER	1	100%			TRIPLE JAW-AUTO-MATIC		
WHEELS	8	100%			CJ-33 CLASS U		(all 70mm)
Adjuster/Wheel Bearings	4	100%			CONSTRUCTION MINISTERS (UNIVERSITY UNIT)		RECONDITIONED
Roller Bearings	8	100%			GA11		
Coupler Body	2	100%			EGOCUT TYPE BIG SHANK BODY ONLY		NEW OR RECONDITIONED WITH PROTECTIVE LUGS FOR COIL SLIPS
BRAKE BEAMS L.H.	2	100%			#18 UNIT TYPE C.H.		ditto
BRAKE BEAMS R.H.	2	100%			#18 UNIT TYPE P.H.		
Body Side Bearing Wedge	4	100%					
Body Side Bearing Shim	4	100%					
Body Side Bearing Shim	4	100%					
TRUCK SIDE BEARING	4	100%			STUCKI 676-C		TRUCK BOX WITH ONE BEARING CONSTRUCTED WITH METAL BOLTERS
PLACED BOARDS	1	100%		TEL #			ditto
ROUTE CARD BOARDS	2	100%					
CHANGING PNEUMATIC ROD SHAPKOT	2	100%					
HAND BRAKE	1	100%					COMPLETE W/ WHEEL
TRUCK FRICTION CASTING	8	100%			SCRO UNIT # 618-C		ONE TON
BRAKE PAD CONNECTOR	4	100%			BUFFALO BRACE BEAKA CO.		TO SHORTEN TOP RODS
TRUCK LEVEL GAUGE	2	100%			37" type		PERMANENT PAD
COUPLER COMPLETE	2	100%			EGOCUT TYPE B RIGID SHANK	170.3-570	RECONDITIONED OR NEW
BELL CRANK -66	1	100%			AMP 66		
DRIFT GEAR	2	100%			STANWELL WEST. MARK 50.		
FILWNER	4	100%			3/4" x 1 1/2" x 1 1/2"		Y-44
WHEEL BEARING GUNNET	8	100%			SMALL WHEEL 1115		
Hand Valve "L"	2	100%		TEL # 001-	ASTA 516		
CHANGING PNEUMATIC ROD SHAPKOT	2	100%					
TRUCK FRICTION CASTING	1	100%			NY UNIVERSAL CO. 144		

UNIVERSAL JOINTS

Item No.	Description	Quantity	Unit	Material	Remarks
30	10 IN. END OF CACRISHAWING UNIT - COMPLETE	2	100	200	FRIGHTMASTER Dwg No. 81-21580
31	BACKSTOP CASTING	2	100	200	FRIGHTMASTER Dwg No. 81-21580
32	UNCOUPLING LEVER	2	100	200	HOLLAND D-101
33	UNCOUPLING LEVER BRKT	2	100	200	
34	"A" END CROSSOVER STEP	1	100	100	60" LG AXES "TEL-LOC" OR "A.O. SMITH" 7-356
35	"A" END CROSSOVER HANDGRAB	1	100	100	ACF DWG LINE
36	"B" END CROSSOVER HANDGRAB	1	100	100	ACF DWG LINE
37	DEAF SWAP FOOLING	4	100	400	FRIGHTMASTER Dwg No. 7-81-15439
38	INSTRUCTION PLaque	2	100	200	FRIGHTMASTER Dwg No. 81-16026
39	RESTORING MECHANISM "10-O UNIT"	2	100	200	FRIGHTMASTER Dwg No. 81-21555
40	Hose Support	2	100	200	HOLLAND "HOLLAMER"
41	HOLD DOWN WASHER	12	100	1200	USED WITH A.P. SMITH BEARS STEP

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LUMBER DETAILS	THICKNESS	WIDTH	LENGTH	QUANTITY	REMARKS
SIDE LINING 3/4"	3/4"	40'	100'		
SIDE LINING					
SIDE LINING 1/4"	1/4"				
SIDE LINING 1/4"	1/4"				
DOOR POST NAILING STRIP	4"				
RUB RAIL	20"				
RUB RAIL					
GRAIN STRIP					
GRAIN STRIP					

July 17, 68

MISC. MATERIAL	UNIT / QTY	DESCRIPTION	DEVELOPED SIZE	MATERIAL	UNIT PRICE
MISC. MATERIAL					
WIRE REC - FLAT	X		3/16" x 5/8" x 12"	A-110	
WIRE REC - ROUND	X		1/4" DIA. x 12"	A-110	
WIRE REC - HRET. ROUND	X		1/4" DIA. x 12"	A-110	
WELDING ROD - 1/8" DIA.	X		1/8"	E-6010	
WELDING ROD - 3/32" DIA.	X		3/32"	E-6010	
WELDING ROD - 7/16" DIA.	X		7/16"	E-6010	
WELDING ROD - 3/8" DIA.	X		3/8"	E-7014	
WELDING ROD - 3/32" DIA.	X		3/32"	E-7016	
WELDING ROD - 5/32" DIA.	X		5/32"	E-7016	
WELDING ROD - 5/32" DIA.	X		5/32"	E-7024	
WELDING ROD - 7/16" DIA.	X		7/16"	E-7024	
WELDING ROD - 5/32" DIA.	X		5/32"	E-7016	
WELDING WIRE	X		0.035 DIA.	NON-ALLOY K107-60-55	NRD-A-675
SAND DRIED	X			STATE R	
STENCIL DECAL CALUMINATED LUB AND AIR	2	700	15" x 18"	110-10L-110	PRE-PRINTED CUSTOMER DECAL QUICK COPY
STENCIL DECAL	2	700	15" x 18"	110-10L-110	PRE-PRINTED CUSTOMER DECAL QUICK COPY
FPA INSPECTION STENCIL DECAL CALUMINATED LUB AND AIR	2	70	15" x 18"	110-10L-110	PRE-PRINTED CUSTOMER DECAL QUICK COPY
STENCIL DECAL FPA INSP.	2	70	15" x 18"	110-10L-110	PRE-PRINTED CUSTOMER DECAL QUICK COPY
LEGAL NUMBER - 0			13/16" x 1 1/8"	110-10L-110	PRE-PRINTED CUSTOMER DECAL QUICK COPY
" " - 1			1 1/4" x 1 1/8"	110-10L-110	PRE-PRINTED CUSTOMER DECAL QUICK COPY
" " - 2			1 1/4" x 1 1/8"	110-10L-110	PRE-PRINTED CUSTOMER DECAL QUICK COPY
" " - 3			1 1/4" x 1 1/8"	110-10L-110	PRE-PRINTED CUSTOMER DECAL QUICK COPY
" " - 4			1 1/4" x 1 1/8"	110-10L-110	PRE-PRINTED CUSTOMER DECAL QUICK COPY
" " - 5			1 1/4" x 1 1/8"	110-10L-110	PRE-PRINTED CUSTOMER DECAL QUICK COPY

QTY	FRSTENERS	UNIT PRICE	QTY	UNIT PRICE	DEVELOPED SIZE	UNIT PRICE	QTY	UNIT PRICE	FRSTENERS	UNIT PRICE	QTY	UNIT PRICE
200	NUT 3/8	100	2	200	3/8 REG. HEX. HD.	110	200	2	110	200	200	200
211	NUT 1/2	100	8	800	1/2 HEX HD. NUT	110	800	8	110	800	800	800
212	NUT 5/8	100	3	300		110	700	3	110	700	700	700
213	NUT 1"	100	12	1200		110	1200	12	110	1200	1200	1200
214	NUT 1"	100	3	300		110	300	3	110	300	300	300
215	NUT 7/8 (slotted)	100	1	100	CASTLE NUT	110	100	1	110	100	100	100
216												
217												
218	CAP SCREW 3/8	100	2	200	7/8 DIA. X 1" SELF LOCKING	110	200	2	110	200	200	200
219	" 1/2	100	10	1000	1/2 DIA. X 1 1/4 "	110	1000	10	110	1000	1000	1000
220	" 5/8	100	8	800	3/8 DIA. X 1 1/2 "	110	800	8	110	800	800	800
221	WASHER 3/8	100	13	1300	5/8 DIA. STAINLESS WASHERS	110	1300	13	110	1300	1300	1300
222	WASHER 1/2	100	4	400	1/2 DIA. GUNGE FRAME EXT. TRAIL	110	400	4	110	400	400	400
223	WASHER 7/8	100	1	100	7/8 DIA. LOCK WASHERS	110	100	1	110	100	100	100
224	WASHER	100	72	7200	1/2 DIA. STAINLESS FLAT WASHERS	110	7200	72	110	7200	7200	7200
225	CARRIAGE BOLT 1/2	100	112	11200	1/2 DIA. X 1 1/4 SQUARE HEAD	110	11200	112	110	11200	11200	11200
226	COUNTERSUNK BOLT 1/2	100	2	200	1/2 DIA. X 2" SQUARE HD.	110	200	2	110	200	200	200
227	COUNTERSUNK BOLT 1/2	100	4	400	1/2 DIA. X 1 1/2" SLOTTED HD.	110	400	4	110	400	400	400
228	NUT 1/2	100	6	600	1/2 DIA. HEX HD. NUT	110	600	6	110	600	600	600
229	Bolt Mach 7/8	100	2	200	7/8 DIA. X 1 1/2 HEX. HD.	110	200	2	110	200	200	200
230	" " 1/2	100	2	200	1/2 DIA. X 4 HEX. HD.	110	200	2	110	200	200	200
231	" " 5/8	100	3	300	5/8 DIA. X 1 3/4 HEX. HD.	110	300	3	110	300	300	300
232	" " 5/8	100	12	1200	5/8 DIA. X 1 1/4 HEX. HD.	110	1200	12	110	1200	1200	1200
233	" " 5/8	100	4	400	5/8 DIA. X 2" HEX. HD.	110	400	4	110	400	400	400
234	" " 5/8	100	1	100	5/8 DIA. X 2 1/4 HEX. HD.	110	100	1	110	100	100	100
235	" " 1"	100	3	300	1" DIA. X 7" HEX. HD.	110	300	3	110	300	300	300
236	1 1/2" PORT	100	2	200	5/8 DIA. X 10" FEMALE 1 1/2" PORT	110	200	2	110	200	200	200

FRSTENERS
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ATTACHMENT III

SHT. 16 OF

NO.	QTY	DESCRIPTION	UNIT	DEVELOPED SIZE	DRAWING NO.	NO. OF SHEETS	% COMPLETED	REMARKS
297	20	FASTENERS		C50L-AR 16-4				UNL. SILL
298	10	"		C50L-AR 16-8				LADDER TREAD TO SILL
299	12	"		C50L-AR 2A-16				WATT CARRIERS
300	4	"		C71L-AR 2A-16				WATT SIDE BEARING
301	4	"		C71L-AR 2A-20				TRUCK SIDE BEARING (SLOTTED)
302	32	"		C50L-AR 16-12				WATT SIDE BEARING (SLOTTED) (12)
303	12	"		C50L-AR 16-16				WATT SIDE BEARING (SLOTTED) (16)
304	2	"		C50L-AR 16-20				WATT SIDE BEARING (SLOTTED) (20)
305	28	"		C50L-AR 20-12				WATT SIDE BEARING (SLOTTED) (12)
306	44	"		C50L-AR 20-20				WATT SIDE BEARING (SLOTTED) (20)
307	6	"		C50L-AR 24-24				WATT SIDE BEARING (SLOTTED) (24)
308	16	"		C50L-AR 16-12				WATT SIDE BEARING (SLOTTED) (12)
309	80	"						WATT SIDE BEARING (SLOTTED) (80)
310	8	"						WATT SIDE BEARING (SLOTTED) (8)
311	43	TWO PC FASTENER COLLAR		B1C 2R-20				WATT SIDE BEARING (SLOTTED) (43)
312	12	"		B1C 2R-28				WATT SIDE BEARING (SLOTTED) (12)
313	8	"		B1C 2R-24				WATT SIDE BEARING (SLOTTED) (8)
314	11	"		1C 2R-16				WATT SIDE BEARING (SLOTTED) (11)
315	11	"		1C 2R-20				WATT SIDE BEARING (SLOTTED) (11)
316	11	"		1C 2R-24				WATT SIDE BEARING (SLOTTED) (11)
317								
318		TWO PC FASTENER						
319		"						
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ITEMS	QTY	UNIT	DESCRIPTION	REMARKS	DATE	BY
1	1	100%	3/16" DIA. x 1 1/2" LATHING ROD	100%		
2	1	100%	5/16" DIA. x 1 1/2" LATHING ROD	100%		
3	4	100%	5/16" DIA. x 2 1/2" LATHING ROD	100%		
4	2	100%	1/2" DIA. x 3" LATHING ROD	100%		
5	2	100%	1/2" DIA. x 4" LATHING ROD	100%		
6	17	100%	5/16" DIA. x 2 1/2" LATHING ROD	100%		
7	2	100%	5/16" DIA. x 3" LATHING ROD	100%		
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BILL OF MATERIAL - ITEL RAIL DIVISION

SHEET 1 OF 1
DATE
PROGRAM NO. 10007

BILL OF MATERIAL # 12-70001

SUBJECT: REPAIR TO 50' TON ROLLER REPAIRING EQUIP BOX CAR IN SERIES: RBNX 50-1-50-13 BUILT BY ALF-1552

ELIMINARY

DESCRIPTION	NO OF CAR	%	QTY	UNIT	ISSUING NO.	DEVELOPED SIZE	MATERIAL SPECIFICATION	REMARKS	DISCUSSING DEPT. INFORMATION
WEARWELD PLATE	2	100%	100	sq ft	ITEL-007-1	5/8" x 10' x 10' FORMED ST. PLATE	A192M A-36	REWORK FABRICATED	
WEARWELD PLATE-ANGLE	2	100%	100	sq ft	ditto	1/2" x 8" x 10' x 10'	ditto		
SIDE SILL BEARING	2	100%	100	sq ft	ditto	3/4" x 15" x 10' FORMED ST. PLATE	ditto		
2000 POST TO SIDE SILL GUSSET	4	100%	400	sq ft	ditto	1/2" x 24" x 20' FORM ST. PLATE	ditto	OFFSET GUSSET	
WEARWELD PLATE	4	100%	400	sq ft	ditto	1/2" x 20' x 10' FORM ST. PLATE	ditto		
ONE POST TO TOP SIDE PLATE GUSSET	4	100%	400	sq ft	ditto			WEARWELD FINISH 100% MILLION PER INCH	
USSET AT SIDE SILL BEARING AT XTRIE	4	100%	400	sq ft	ditto	1/2" x 3 1/2" x 3" FORM ST. PLATE	A192M A-36		
USSET AT SIDE SILL BEARING AT XTRIE	10	100%	1000	sq ft	ITEL-007-3	1/2" x 3 x 3 1/2" FORM ST. PLATE	ditto		
USSET AT SIDE SILL BEARING AT XTRIE	4	100%	400	sq ft	ditto	1/2" x 3 x 3 1/2" FORM ST. PLATE	ditto		
USSET AT SIDE SILL BEARING AT XTRIE	4	100%	400	sq ft	ditto	3" IC 7.5" x 4-1 1/4"	ditto		
" "	14	100%	1400	sq ft	ditto	4" IC 7.7" x 4-1 1/4"	ditto		
WEARWELD PLATE	1	100%	100	sq ft	ITEL-007-4	1/2" x 10' x 10' FORM ST. PLATE	ditto	USE EXISTING	
ACE ADJUSTER CUMM LEMER	1	100%	100	sq ft	ditto	3/4" x 3" FORM ST. PLATE	ditto		
ACE ADJUSTER FULCRUM BRACKET	1	100%	100	sq ft	ditto	1/2" x 6" FORM ST. PLATE	ditto		
ACE ADJUSTER SAFETY INJUGER	1	100%	100	sq ft	ditto	1 1/2" x 3/4" FORM ST. PLATE	ditto		
OP END HANGER "A"-END	1	100%	100	sq ft	ditto	1/2" x 10" FORM ST. PLATE	ditto		
OP END EXTENSION "A"-END	1	100%	100	sq ft	ditto	1" DIA BRD x 6'-6" ?	ditto		
TRAINING VALVE BRACKET	1	100%	100	sq ft	ditto	1/2" x 10' x 10' FORM ST. PLATE	ditto		
WEARWELD PLATE	2	100%	200	sq ft	ITEL-007-6	1/2" x 10' x 10' FORM ST. PLATE	ditto		
WELD BRACKET	1	100%	100	sq ft	ditto			?	
RELEASE PND	1	100%	100	sq ft	ITEL-007-7	1/2" DIA. ST. PLATE FORMED ST. PLATE	A192M A-36		
WE SILENT BEARING MATERIAL	-	-	-	-	-	10 GA. STEEL SHEET			
WEARWELD PLATE	2	100%	200	sq ft	ITEL-007-8	1/2" x 10' x 10' FORM ST. PLATE	ditto		
WEARWELD PLATE	2	100%	200	sq ft	ITEL-007-9	1/2" x 10' x 10' FORM ST. PLATE	ditto		
WEARWELD PLATE	1	100%	100	sq ft	ITEL-007-10	1/2" x 10' x 10' FORM ST. PLATE	ditto		
WEARWELD PLATE	2	100%	200	sq ft	ITEL-007-11	1/2" x 10' x 10' FORM ST. PLATE	ditto		
WEARWELD PLATE	2	100%	200	sq ft	ITEL-007-12	1/2" x 10' x 10' FORM ST. PLATE	ditto		
WEARWELD PLATE	2	100%	200	sq ft	ITEL-007-13	1/2" x 10' x 10' FORM ST. PLATE	ditto		
WEARWELD PLATE	2	100%	200	sq ft	ITEL-007-14	1/2" x 10' x 10' FORM ST. PLATE	ditto		

QTY	DESCRIPTION	UNIT	PRICE	TOTAL	DATE	REMARKS	TO SUIT FREIGHT
41	IMPRINTED STAPLER (CARD)	2					
42	COURIER VOKE KEY	2				1 1/2 x 6 x 10 1/2	
43	COURIER VOKE KEY	2			19-11-11	1 1/2 x 6 x 10 1/2	
44	COURIER VOKE KEY	2				1 1/2 x 6 x 10 1/2	
45	COURIER VOKE KEY	2					
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99	COURIER VOKE KEY	2					
100	COURIER VOKE KEY	2					

ATTACHMENT III

ITEM #	DESCRIPTION	QTY	UNIT	SIZE	DEVELOPED AREA	WEIGHT	MARKS
1	FABRICATED STEEL (cont)						
2	MANUAL STEEL FLOOR SUPPORT	2	EA	4" x 1 1/2" x 1/2"	MANUAL STEEL FLOOR SUPPORT	1.25	(P) END SILLS
3	MANUAL STEEL FLOOR FILLER	4	EA	1 1/2" x 1/2" x 1/2"	STEEL FILLER	0.50	(P) END SILLS
4	" " "	8	EA	1 1/2" x 1/2" x 1/2"	STEEL FILLER	1.00	(P) END SILLS
5	" " "	8	EA	1 1/2" x 1/2" x 1/2"	STEEL FILLER	1.00	(P) END SILLS
6	SPAIN STRIP			2" x 1 1/2" x 1/2"	SPAIN STRIP	0.25	(P) SIDE SILLS
7	CENTER SILL FILLER			10" x 1 1/2" x 1/2"	CENTER SILL FILLER	0.50	(P) CENTER SILLS
8	DOOR POST ASSEMBLY	1	EA	4" x 10" x 1/2"	DOOR POST ASSEMBLY	1.25	(P) DOOR POST ASSEMBLY
9	DOOR POST TOP SIDE OUT FILLER	4	EA	3" x 4" x 1/2"	DOOR POST TOP SIDE OUT FILLER	0.50	(P) DOOR POST ASSEMBLY
10	MANUAL STEEL FLOOR FILLER	8	EA	1 1/2" x 1/2" x 1/2"	MANUAL STEEL FLOOR FILLER	1.00	(P) END SILLS
11	" " "	8	EA	1 1/2" x 1/2" x 1/2"	MANUAL STEEL FLOOR FILLER	1.00	(P) END SILLS
12	CROSS MEMBER				CROSS MEMBER		
13	CROSSTIE				CROSSTIE		
14	TRUCK CYLINDER LEVEL				TRUCK CYLINDER LEVEL		
15	TRUCK ROLLING LEVEL				TRUCK ROLLING LEVEL		
16	TRUCK ROLLING LEVEL				TRUCK ROLLING LEVEL		
17	TRUCK ROLLING LEVEL				TRUCK ROLLING LEVEL		
18	TRUCK ROLLING LEVEL				TRUCK ROLLING LEVEL		
19	FLOOR STRINGER	1	EA	8" x 14" x 1/2"	FLOOR STRINGER	1.25	(P) FLOOR STRINGER
20	TRUCK ROLLING LEVEL	28	EA	8" x 14" x 1/2"	TRUCK ROLLING LEVEL	3.50	(P) TRUCK ROLLING LEVEL
21	CORNER POST EXTENSION	4	EA	10" x 1/2" x 1/2"	CORNER POST EXTENSION	0.50	(P) CORNER POST EXTENSION
22	STEEL END EXTENSION	2	EA	10" x 1/2" x 1/2"	STEEL END EXTENSION	0.50	(P) STEEL END EXTENSION

ATTACHMENT III

Item Description	Quantity	Unit	Dimensions	Material / Notes
SIDE SHEET @ DOORWAY	2	7' 400	10 GA x 37" x 10 1/2" L4	ASTM A-36
SIDE SHEET EXTENSION	2	7' 400	10 GA x 12" x 40" OF	ASTM A-36
CARRIER PLATE FOR CASHING UNIT	2	7' 400	3/4" x 21" x 40 1/8" L4	ASTM A-572 Gr. 50
Removal of frame @ Substrate	4	7' -		
STRIP BAR FOR CUSHIONING UNIT	2	7' 400	2" x 3" x 16"	ASTM A-36
STUB CORNER SILL	4	7' 800	CZ 13 @ 51.2° 1/4" x 9 1/2" L4	ASTM A-372 Gr. 50
SIDE SHEET @ STRETCH	4	7' 800	10 GA x 13 3/4" x 10 1/2" L4	ASTM A-36
SIDE PAIR @ STRETCH	4	7' 800	4" Z @ 8.2° 1/4" x 10 1/2" L4	ASTM A-36
BOLSTER TOP COVER PLATE	2	7' 400	1/2" x 40" x 9 1/2" L4	ASTM A-441 UME
BOLSTER BOTTOM COVER PL.	4	7' 800	1/2" x 28" x 4 1/2" L4	ASTM A-572 Gr. 50 UME
BOLSTER WAD	8	7' 1600	7/16" x 12 1/16" x 4 1/2" L4	ASTM A-572 Gr. 50
BOLSTER SOLA PLATE	2	7' 400	1/2" x 28" x 3 1/2" L4	ASTM A-572 Gr. 50 UME
BOLSTER SPICE PLATE @ SID	4	7' 800	3/8" x 13 1/4" x 2 1/2" L4	ASTM A-572 Gr. 50
BOLSTER SPICE PLATE - TOP	2	7' 400	3/8" x 10" x 20" L4	ASTM A-36
SIDE SILL REINFORCEMENT	4	7' 800	6" CHANNEL @ 15.3° x 9 1/4"	ASTM A-36
SPICE PLATE @ SIDE SILL REINF.	2	7' 400	3/8" x 10" x 10" L4	ASTM A-36
SIDE SILL @ STRETCH	4	7' 800	1/2" x 6" x 6" x 1 3/4" L4	ASTM A-36
SIDE PLATE @ STRETCH	4	7' 800	5-431Y x 1 3/4" L4	ASTM A-36
SIDE SILL SPICE ANGLE	8	7' 1600	5/16" x 5" x 5" Formed x 6" L4	ASTM A-36
SIDE BEARING REINF.	4	7' 800	5/16" x 12" x 1 1/2" L4	ASTM A-572 Gr. 50
TOP SIDE PLATE REINF.	2	7' 400	1/4" x 8" x 16 2 1/2" L4	ASTM A-36

AIR BRAKE MATERIAL		100 %	400 %	1 1/4"	WIPER #	CAMP W/IN SERT (56395E)
END OF CAB HOSE	2			1 1/4"	WIPER # 581101	
BRAKE RTR JAW 3/4"						
BRAKE ROD JAW 1"	1			1" dia. ROD 1 1/4" dia. hole	WIPER # 1017	SCREW TOP ENDS
NIPPLE 1 1/4"	2			1 1/4" x 10" STD. WT. PIPE		SCREWED TYPE
VENT PROTECTOR	1				WIPER # 502574	
PISTON ROD SEAL	1				WIPER # 562831	
IN. PRESSURE HEAD	1				WIPER # 5A920	
PISTON FIXING CUP	1				WIPER # 5A920	
LOW ROD GUIDE	1				WIPER # 52255A	
PIPE 3/8"	5FT.			EXTRA-HEAVY	WIPER # 5A920	
" 1/4"	10FT.			"	"	
" 1"	3FT.			"	"	
" 1 1/4"	5FT.			"	"	
RETAINER VALVE	1			AAC 1967-3 Piston	WIPER # 5A920	
MIXED DIRT COLLECTOR	1			(NEW)	WIPER # 5A920	
CUT-OUT COCK	1			WITH CUT THROU NUTTING	WIPER # 5A920	
SCALE CYLINDER	1			See Sample Release for details	WIPER # 5A920	
RELEASE VALVE	1			3/4" - 1/8" φ	WIPER # 5A920	
PRIME PAD EYE	1				WIPER # 5A920	

CAB SPECIALTIES	QTY	UNIT PRICE	TOTAL	UNIT PRICE	UNDEVELOPED SIZE	MARKS	REMARKS
1 ROLLER BEARING NUMBER	8	100	800		GR11		MARKS AS COMING FROM MILITARY SUPPLIERS LATER THIS
2 SLACK ADJUSTER	1	200	200		DOUBLE JAW-NUTS-TYPE		
3 WHEELS	8	100	800		CJ-33 Class D (70")		
4 AXLES WHEELS & BEARINGS	4	100	400		BEARING MOUNTS CONSTRUCTION		GOOD
5 ROLLER BEARINGS	8	100	800		6 x 11		RECONDITIONED
6 COUPLER BODY	2	100	200		EGG CRIT TYPE RIGID SHAFT BODY ONLY		NEW OR RECONDITIONED
7 BRAKE BEAMS L.H.	2	100	200		#10 UNIT TYPE C.H.		WITH FRICTION LUGS ON COUPLER SHANKS
8 BRAKE BEAMS R.H.	2	100	200		#10 UNIT TYPE R.H.		ditto
9 BODY SIDE BEARING WEDGE	4	100	400				
10 BODY SIDE BEARING SLIM	4	100	400				
11 BODY SIDE BEARING SLIM	4	100	400				
12 TRUCK SIDE BEARING	4	100	400				
13 PLACARD BOARDS	1	100	100				
14 ROUTE CARD BOARDS	2	100	200				ditto
15 COUPLER RELEASE ROD BRACKET	2	100	200				COMPLETE W/ WHEELS
16 HAND PENCE	1	100	100		ANC 1966		
17 TRUCK FRICTION CASTING	8	100	800		EGG CRIT TYPE RIGID SHAFT TYPE A-3 Side Control		THE TOTAL WAS 10000 / 15500 TO BE PAID FOR 10000
18 BEARING ROD CONNECTOR	4	100	400		BUREAU PENCE DATA CO.		
19 TRUCK LEVER CONN.	2	100	200		37" type		EXTRA 1000
20 COUPLER COMPLETE	2	100	200		EGG CRIT TYPE RIGID SHAFT		RECONDITIONED ON NEW
21 BELL CRANK - 66	1	100	100		ANC 66 COMES WITH CABLE MOUNT, MADE IN AMERICA		
22 DRAFT GEAR	2	100	200		EGG CRIT TYPE RIGID SHAFT		
23 LINKAGES	4	100	400				
24 COUPLER BEARING GRINDERS	2	100	200				
25 HAND TRAIL "L"	2	100	200				
26 TRUCK BEARING W/ WHEEL	2	100	200				
27 TRUCK BEARING W/ WHEEL	1	100	100				

ATTACHMENT III

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	REMARKS
1	LUMBER DETAILS					
2	DECK BOARD	16	%			1/2" x 4'-0" x 8'-0"
3	DECK STRAFTER BOARD	2				
4	CEILING PL.					
5	DECKING					
6	FLOOR FILLER					1/2" x 3' x 8'-0"
7	FLOOR FILLER					1/2" x 6' x 8'-0"
8	3/4" LAMINATE FILLER					
9	INTERMEDIATE POST FORMING	4	%			DOUGLAS FIR
10	INTERMEDIATE POST FORMING	4	%			DOUGLAS FIR
11	INTERMEDIATE POST FORMING	74	%			DOUGLAS FIR
12	INTERMEDIATE POST FORMING	84	%			DOUGLAS FIR
13	INTERMEDIATE POST FORMING	4	%			DOUGLAS FIR
14	INTERMEDIATE POST FORMING	4	%			DOUGLAS FIR
15	DOOR POST FORMING	2	%			DOUGLAS FIR
16	DOOR POST FORMING	2	%			DOUGLAS FIR
17	INTERMEDIATE DOOR POST FORMING	2	%			DOUGLAS FIR
18	STEEL END FORMING					
19	STEEL END FORMING					
20	END LINING	1	%			1/2" x 10' x 10' x 10'
21	END LINING	2	%			1/2" x 10' x 10' x 10'

ISS. MATERIAL	QTY	UNIT	DESCRIPTION	DATE	BY	REMARKS
WIRE ARC - FLAT	2	100'	3/16" x 5/8" x 12"			
WIRE ARC - ROUND	2	100'	1/2" DIA. x 12"			
WIRE ARC - HORT. ROUND	2	100'	1/4" DIA. x 12"			
WELDING ROD - 1/8" DIA.	2	100'	1/8"			E-6010
WELDING ROD - 3/32" DIA.	2	100'	3/32"			E-6010
WELDING ROD - 7/16" DIA.	2	100'	7/16"			E-6010
WELDING ROD - 3/8" DIA.	2	100'	3/8"			E-7014
WELDING ROD - 3/32" DIA.	2	100'	3/32"			E-7016
WELDING ROD - 5/32" DIA.	2	100'	5/32"			E-7016
WELDING ROD - 7/16" DIA.	2	100'	7/16"			E-7024
WELDING ROD - 5/32" DIA.	2	100'	5/32"			E-7024
WELDING WIRE	2	100'	1035 DIA.			E-7018
SAND DRIED	2	100'				
TECHNICAL DECAL CAUSALIMATED JOB AND AIR	2	100'	15" x 10"			PRE-PRINTED CUSTOMER FOR QUICK COPY
TECHNICAL DECAL STENCIL DECAL	2	100'	15" x 10"			PRE-PRINTED CUSTOMER FOR QUICK COPY
TECHNICAL DECAL CAUSALIMATED JOB AND AIR	2	100'	15" x 10"			PRE-PRINTED CUSTOMER FOR QUICK COPY
TECHNICAL DECAL FOR INSP.	2	100'	15" x 10"			PRE-PRINTED CUSTOMER FOR QUICK COPY
TECHNICAL DECAL - 0	2	100'	13/16" x 1 1/8"			PRE-PRINTED CUSTOMER FOR QUICK COPY
" " - 1	2	100'	1 1/16" x 1 1/8"			PRE-PRINTED CUSTOMER FOR QUICK COPY
" " - 2	2	100'	1 1/16" x 1 1/8"			PRE-PRINTED CUSTOMER FOR QUICK COPY
" " - 3	2	100'	1 1/16" x 1 1/8"			PRE-PRINTED CUSTOMER FOR QUICK COPY
" " - 4	2	100'	1 1/16" x 1 1/8"			PRE-PRINTED CUSTOMER FOR QUICK COPY
" " - 5	2	100'	1 1/16" x 1 1/8"			PRE-PRINTED CUSTOMER FOR QUICK COPY

MISC. MATERIAL	QTY	UNIT	PERCENTAGE	DESCRIPTION	ITEM NO.	REMARKS
DECAL LETTER T	100	%	100	1 3/16" x 1 1/8"	3670-10	
" U	100	%	100	1 3/16" x 1 1/8"	3670-11	
" V	100	%	100	1 3/16" x 1 1/8"	3670-12	
" W	100	%	100	1 3/16" x 1 1/8"	3670-13	
" X	100	%	100	1 3/16" x 1 1/8"	3670-14	
" Y	100	%	100	1 3/16" x 1 1/8"	3670-15	
" Z	100	%	100	1 3/16" x 1 1/8"	3670-16	
DECAL "BLANK"	100	%	100	1 3/16" x 1 1/8"	3670-17	
DECAL "RPKD"	100	%	100	3 1/4" x 1 1/8"	3670-18	
DECAL LETTERS - "ABD"	100	%	100	2 7/8" x 1 1/8"	3670-19	
DECAL LETTERS - "CMAF"	100	%	100	3 1/2" x 1 1/8"	3670-20	
DECAL LETTERS - "QXC"	100	%	100	2 7/8" x 1 1/8"	3670-21	
DECAL NUMBERS - "2A"	100	%	100	1 3/8" x 1 1/8"	3670-22	
DECAL NUMBERS - "30"	100	%	100	1 3/8" x 1 1/8"	3670-23	
DECAL NUMBERS - "AB"	100	%	100	1 3/8" x 1 1/8"	3670-24	
CAULKING COMPOUND	1.5GM	% GAL	100	100% WHITE	3670-25	
PAINT BLACK	1 QT	% GAL	25	BLACK FEDERAL PAINT	3670-26	
PAINT BLUE		% GAL	55GAL	DRUMS	3670-27	
PAINT WHITE		% GAL	ditto		3670-28	
PAINT VISIBILITY YELLOW		% GAL			3670-29	
PAINT WHITE	1 QT	% GAL	25	55GAL - WHITE	3670-30	
PAINT THINNER	1 GAL	% GAL	100	2 GAL - GAL	3670-31	
PAINT 100	200	% GAL	100	DUPONT X-3600	3670-32	
		% GAL		EXHAUST CARBON	3670-33	

FASTENERS	QTY	UNIT PRICE	TOTAL PRICE	DESCRIPTION	DEVELOPED SIZE	UNIT PRICE	TOTAL PRICE	REMARKS
NUT	2	100%	200		3/8" REG. HEX. HD.			RET. VALVE TO BRACKET
NUT	2	100%	200		1/2" HEX. HD. NUT			RET. VALVE TO BRACKET
NUT	4	100%	400					RET. VALVE TO BRACKET
NUT	3	100%	300					RET. VALVE TO BRACKET
NUT	12	100%	1200					RET. VALVE TO BRACKET
NUT	3	100%	300		CASTLE NUT			RET. VALVE TO BRACKET
NUT	1	100%	100					RET. VALVE TO BRACKET
WASHER	2	100%	200		7/8" DIA. X 1" SELF LOCKING			RET. VALVE TO BRACKET
"	10	100%	1000		1/2" DIA. X 1 1/4" "			RET. VALVE TO BRACKET
"	8	100%	800		3/8" DIA. X 1 1/2" "			RET. VALVE TO BRACKET
WASHER	10	100%	1000		5/8" DIA. STAINLESS WASHER			RET. VALVE TO BRACKET
WASHER	4	100%	400		1/2" DIA. SINCE PHONE CAT. TEETH			RET. VALVE TO BRACKET
WASHER	1	100%	100		7/8" DIA. LOCK WASHER			RET. VALVE TO BRACKET
WASHER	72	100%	7200		1/2" DIA. STAINLESS WASHER			RET. VALVE TO BRACKET
WASHER	112	100%	11200		1/2" DIA. STAINLESS WASHER			RET. VALVE TO BRACKET
WASHER	2	100%	200		1/2" DIA. X 2" SLOTTED HD.			RET. VALVE TO BRACKET
WASHER	4	100%	400		1/2" DIA. X 1 1/2" SLOTTED HD.			RET. VALVE TO BRACKET
NUT	6	100%	600		1/2" DIA. HEX. HD. NUT			RET. VALVE TO BRACKET
BOLT	2	100%	200		3/8" DIA. X 1 1/2" HEX. HD.			RET. VALVE TO BRACKET
"	2	100%	200		1/2" DIA. X 4" HEX. HD.			RET. VALVE TO BRACKET
"	3	100%	300		5/8" DIA. X 1 3/4" HEX. HD.			RET. VALVE TO BRACKET
"	12	100%	1200		7/8" DIA. X 1 3/4" HEX. HD.			RET. VALVE TO BRACKET
"	4	100%	400		7/8" DIA. X 2" HEX. HD.			RET. VALVE TO BRACKET
"	1	100%	100		5/8" DIA. X 2 1/4" HEX. HD.			RET. VALVE TO BRACKET
"	3	100%	300		1" DIA. X 7" HEX. HD.			RET. VALVE TO BRACKET
(1) - BOLT	2	100%	200		5/8" DIA. X 10" FORMER TO BRACKET			RET. VALVE TO BRACKET

10/15/08

ATTACHMENT III

FASTENERS	QUANTITY	DRAWING NO.	DEVELOPED SIZE	UNIT	REMARKS
1	20		C50LR-BR 16-4		LINKER W/ TICKET TO SHILE
16	40		C50LR-BR 16-8		LINER TEND TO STILE
17	12		C50LR-BR 20-16		DRAFT GEAR CARRIER
20	4		C71LR-BR 24-16		CENTRAL SIDE BEARING
21	4		C71LR-BR 24-20		C TRACK SIDE BEARING (SHAWNEE)
22	32		C50LR BR16-12		LINKER TO SIDE SILL (SHAWNEE)
23	12		C50LR BR16-16		LINKER TO SIDE SILL (SHAWNEE)
24	2		C50LR BR16-20		LINKER TO SIDE SILL (SHAWNEE)
25	28		C50LR BR20-12		LINKER TO SIDE SILL (SHAWNEE)
26	44		C50LR BR20-20		LINKER TO SIDE SILL (SHAWNEE)
27	6		C50LR BR24-24		LINKER TO SIDE SILL (SHAWNEE)
28	16		C50LR BR16-12		LINKER TO SIDE SILL (SHAWNEE)
29	80				CENTER RAKE
30	0				LINKER TO SIDE SILL (SHAWNEE)
31	AP.		31C 2R-20		700 LADDER TEND TO SILL
32	12		81C 2R-2R		DRAFT GEAR CARRIER
33	8		91C 2R-2A		TRUCK SHUT DOWN
34	1		1C 2R-1L		
35	11		1C 2R-20		
36	11		1C 2R-24		
37					
38	140				POST @ CENTER SILL
39					POST @ SIDE SILL
40					POST @ END SILL
41					POST @ END SILL
42					POST @ END SILL
43					POST @ END SILL

ATTACHMENT II

This specification covers the rebuilding of 100 50' 6" 70-ton Plate "C" XL boxcars for the Atlantic and Western R.R. Cars to be used for this lot will be taken from FGE series RBNX 90201-90399.

1. General Requirements

Completed car shall satisfy all requirements for AAR "Rebuilt" status including strength requirements as outlined in AAR "Specifications for Design and Fabrication of Freight Cars".

Completed car is to conform to all applicable AAR Interchange and FRA Bureau of Safety Rules and Regulations and comply with the reconditioning requirements of the FRA Railroad Freightcar Safety Standards.

2. Workmanship

All construction and fabrication shall be performed in a substantial and workmanlike manner in accordance with drawings and/or specifications provided. All workmanship shall be equal to the best practice in modern car builders' shops.

Jigs, Templates, gauges and fixtures shall be used to insure interchange ability of parts. Requirements outlined in Section V. of the AAR "Specifications for Design Fabrication of Freightcars" shall be adhered to.

3. Inspections

ITEL Corporation reserves the right to place as many inspectors as may be deemed necessary at the builders' works who shall have free access to all drawings and work to be sure all provisions of this specification are complied with.

4. Welding

Welding shall be done by the fusion process and must conform to the AWS and AAR welding codes. All slag or flux remaining on any bead of welding must be removed before laying down the next successive bead or before painting.

GENERAL DIMENSIONS

Length, Inside	50' 6"
Width, Inside	9' 3 1/2"
Height, Inside	11' 0"
Length over End Sills	51' 0 3/8"
Length over Strikers	53' 4 3/4"
Length over Pulling Face of Coupler	57' 9 1/4"
Truck Centers	41' 2 3/4"
Height - Top of Rail to Threshold	3' 8 11/16"
Width of Side Door Opening (Clear)	10' 0"
Height of Side Door Opening (Clear)	10' 5"
Estimated Light Weight	60,000 lb.
Cubic Capacity	5,160 cu. ft.
AAR Clearance	Plate C

BRAKES

1. "A-B" brake equipment is to be cleaned, oiled, tested and stenciled (COT & S) as of date released from the plant. COT & S is to be performed in accordance with Air Brake Co. Instruction Leaflet #2391, latest revision.
2. Angle cock and combined dirt collector and cut-out cock are to be inspected and replaced with an "O" ring seal key type cock, or ball type angle cock.
3. Existing vertical wheel handbrake is to be replaced with a reconditioned or new handbrake. Handbrake is to be relocated to the low position. Reconditioned handbrake is to be upgraded to AAR 1966 handbrake.
4. Retaining valve is to be removed from the end of the car and relocated to an underframe member adjacent to the A-B valve in accordance with AAR Manual, page E-45. Retaining valve must be 1967 - 3 position valve.
5. Angle cock hose is to be replaced as required per Interchange Rule #5-A.
6. Angle cock location is to be checked for compliance with AAR Interchange Rule #4-E-2 and relocated if required.
7. Brake cylinder release valve will be required, if car is not so equipt.
- 7a. Brake cylinder release valve is to be applied using left hand adapter for single release rod arrangement. A new release rod is to be used and have additional lug applied for connection to the release valve. See Air Brake Specification 2518 for application and arrangement of release valve and left hand adapter.
8. AAR approved double acting Group E automatic slack adjuster is to be applied.
- 8a. New fulcrum lever bracket is to be relocated.
- 8b. Cylinder and fulcrum levers are to be redrilled to account for composition brake shoes.
- 8c. First car is to have ALL brake shoes removed and new shoes applied. Based on new shoe conditions, lever angularity, etc., are to be established for the remainder of the program.
- 8d. Safety hanger and body lever guides are to be applied.
9. 1-1/4" dia. trainline and 1" branch pipe are to have socket welded type flange fittings applied. 1-1/4" split ring butt welded flange fittings are to be used to eliminate large access holes in the underframe members, where required.

Brake pipe restriction test is to be performed on each car in accordance with Air Brake Specification 2518.

3/4" and 3/8" dia. pipes are to have socket welded type flange fittings applied.

- 10. Welded type brake pipe clamps are to be applied as required. Pipe clamp spacing is not to exceed 8'0".

Existing "U" bolt type pipe clamps are to be inspected to insure that clamps have the flattened contact surface not less than the diameter of the bolt. This does not apply to angle cock "U" bolts or retaining valve pipe "U" bolts.

- 11. High strength bolts are to be applied securing the combined reservoir and A-B valve pipe bracket to the car body brackets if car is not so equipped. The self-locking nuts on these high strength bolts are to be tightened with no more force than normally used with non-high strength bolts to avoid damage to castings.

Self-locking nuts are to be applied to the following air brake equipment if the car is not so equipped:

- a) A-B valve pipe bracket to car body bracket
- b) Reservoir to car body bracket
- c) Brake cylinder to car body bracket
- d) Retaining valve to car body bracket
- e) Branch pipe tee to car body bracket
- f) Angle cock "U" bolts

- 12. Brake pins are to be replaced as required per AAR Interchange Rule #9.
- 13. Brake levers and connection rods are to be replaced or repaired as required per AAR Interchange Rule #11.
- 14. Brake rigging is to be adjusted to obtain approximately 7" piston travel at 50 PSI cylinder pressure.
- 15. Release rod is to protrude either thru or under the new side sill reinforcement.
- 16. New brake lever badge plate is to be applied to crossbearer or center sill adjacent to the brake cylinder.
- 17. Existing bellcrank is to be replaced with a AAR 1966 bellcrank.
- 18. Air brake cylinder and reservoir are to be rebuilt in accordance with Air Brake company leaflet number 2391.
- 19. Brake rigging is to be modified to accomodate composition brake shoes.
- 20. Cars must be tested per Instruction Pamphlet 5039-4, Suppl. #1, prior to application of air brakes COT&S and IDT date.
- 21. Brake Beams are to be replaced, in kind, with new or reconditioned brake beams.
- 22. Cars are to receive a static dynamometer brake shoe test as defined on Page E-4, latest revision, in the AAR Manual of Standards and Recommended Practices.

CAR BODY

1. Existing door posts are to be removed and relocated to provide for a 10'0" clear door width centered on the centerline of car.
2. Side sill is to be coped out in the doorway area to accommodate new threshold plate.
3. A new 10'0" lg. threshold plate is to be applied. Application to be by welding. New threshold plate support angle is to be applied by welding.
4. Existing side sheets are to be patched as required, maintaining 1/8" thick 6" x 6" or 6" X 12" standard size patches wherever possible. If side sheets are deteriorated at the side sill for any length, a complete 1/8" thick patch is to be applied from the original door post location to the corrugated end flange at the end of the car. Application of patches to be by welding. All patches are to extend at least 1" beyond crack or hole.
5. A 3/8" X 23" X 26" "L" shaped gusset is to be applied to the exterior of the car connecting the door post, side sill, side sill reinforcement and crossbearer together.

Application to be by two-piece rivet type fasteners.
6. End sills are to be repaired as required. Repair is to consist of "V"ing, welding and application of reinforcing angle on inside of end sill when end sill is fractured at one location. When end sills are fractured in more than one location, a fabricated reinforcement angle is to be applied to box in the end sill. End sills are to be replaced in kind if section is broken out and missing.
7. End and side sheets are to be straightened as required. Side posts are to be straightened to be within 3/8" of vertical wherever possible.
8. Corrugated ends are to be straightened to be within 1/2" of vertical wherever possible.
9. Existing inside height is to be increased to 11'-0" by cutting the side plate and top corrugated end sheet loose. Side posts are to have 12" extensions added and a 12" end and side sheet extension is to be applied. Roof is then to be re-applied. Application to side posts and end sheet to be by two-piece huck type fasteners.

COUPLERS AND DRAFT GEARS

1. Couplers, draft gears, yokes, follower blocks, and draft keys are to be removed.
2. Couplers are to be replaced with reconditioned BE-60CHT type couplers which meet Rule #16.
3. Draft keys are to be replaced.
4. Coupler operating rods are to be renewed as required. Clearance between operating rod eye and locklift lever is to be adjusted within 1/4" to 1/2".
5. Coupler height is to be adjusted within the range of 32-1/2" to 34-1/2" on the empty car. Adjustment to be accomplished by shimming with C-1045 wear plates at coupler carrier. Application to be by welding. Wear plate design and application to be in accordance with AAR Interchange Rule 16-E-12, 13 & 14, see attached. If additional adjustment is required due to minimum coupler shank to striker clearance, shims are to be added at the truck springs and/or bolster center plate area in accordance with Interchange Rule 16-E-13a.
6. Cars are to be equipt with a 10 inch Freightmaster end of car cushioning unit.

Application to be per Freightmaster instructions.

DOORS

1. Existing 8 ft. door opening is to be increased to 10'0" wide by relocating the door posts. New door opening is to be centered on the centerline of car.
2. New door front stop weather guard and rear spark strip are to be applied by welding. Gap at door post face between door post and car side parts is to be caulked. Outside lap joint of car side part is also to be caulked.
3. New hasp holder, safety stop, top retainer, top and bottom rear stops, 10'0" door, etc., are to be applied.
4. Route board at door is to be either 3/4" exterior grade plywood B-C grade or 25/32" T&G yellow pine.
5. Placard boards at door are to be either 3/4" exterior grade plywood B-C grade or 25/32" T&G yellow pine.
6. Doors are furnished complete with safety hangers and antipilferage devices.
7. No direct light is to be seen when door is closed and inspected from inside of car. Reflective light is permissible.

INTERIOR

1. New 1 3/4" 50,000 lb capacity nailable steel is to be applied.
2. Decking fillers at the bolster, crossbearer and over the center sill are to be of steel. Attachment to be by welding.
3. New grain strips are to be applied between the side posts.
4. New side lining is to be 3/4" exterior grade A-C plywood.
5. New end lining is to be 3/4" exterior grade A-C plywood.

It is to be applied vertically. Lining is to be applied to the end nailers by 8d ring shank gun type nails. Nailheads are to be set below the surface of the lining.

6. New door post nailers are to be applied with three (3) 1/2" dia. #3 head plow bolts or welded studs whichever is standard to car.
7. Caulking is to be applied at the bottom of door, side and end posts to the deck area and threshold plate area.
8. New end nailers are to be applied. End nailers are to be fastened to the steel end with 1/2" dia. weld studs, washers and square speed lock nuts.
9. Side and corner post nailers are to be replaced as required when rotted or excessively split. Replacement side and corner post nails are to be secured by (3) 1/2" dia. bolts and lock nuts. All other side and corner post nailer fasteners are to be checked for tightness and tightened as required.
10. Cars are to be equipt with four (4) DF-2 belt rails per quarter.

PAINING & STENCILLING

1. Exterior of car is to be cleaned by sandblasting prior to painting. The following parts are to be suitably protected from blast abrasive:
 - Air brake equipment
 - Handbrake
 - Slack adjustor
 - Couplers
 - Draft gears
 - Coupler yokes
2. Exterior of car is to receive one heavy coat of primer. Trucks are to be painted black.

Underframe is to receive one coat of black paint. Interior and exterior of roof are not to be primed or finish painted.
3. Basic AAR stencilling will be applied in accordance with AAR Manual of Standards, page L37-39A.

Cars are to be light weighed and stencilled in accordance with Interchange Rule 70.
4. Angle cock hose, A-B valve vent protector, couplers, slack adjuster and wheels are to be suitably protected from paint.
5. Consolidated stencil is to be applied in accordance with Interchange Rule #80.
6. "Retaining Valve" stencil and arrow are to be applied on side sill reinforcement in valve area.
7. Any new or renewed side or end sheet is to receive one coat of primer on the interior side.
8. Existing EH stencil is to be reduced by 1" account of removal of running boards.
9. Existing IH stencil to be increased to indicate 11'0" interior height.
10. "50K" in 1-1/2" letters and numbers is to be stencilled adjacent to left-side of door, on side sheet, at floor line.
11. Car is to be stencilled "Rebuilt, etc., as month and year dates are applicable at time of shipment."
12. Finish paint specifications will be supplied by customer.
13. "2 in. Comp Shoes" in 2 inch letters is to be stencilled on all four (4) corners of the car.

ROOFS

1. Running boards are to be removed. Running board saddles, supports, etc. are not to be removed.

SAFETY APPLIANCES

1. 3/4" dia. horizontal end handholds are to be applied at both ends of the car in accordance with DOT requirements. The long horizontal handholds on the "A" & "B" end of the car are to have an intermediate support.

Application of handholds to be by 1/2" dia. rivets minimum or two-piece rivet type fasteners.

2. "A" & "B" end and side ladders are to be shortened to a four grab ladder in accordance with DOT requirement.
3. Handbrake and step are to lowered.
4. All ladders, grabs, steps, etc., are to be straightened or replaced as required.
5. A crossover step is to be applied to the "A" end of the car.

TRUCKS

1. Trucks are to be removed from car and dismantled for inspection. All trucks will be 70-Ton capacity with 6" x 11" journals.
2. Truck bolsters are to be inspected and repaired. Bolsters which are condemned per Interchange Rule 47 are to be replaced with serviceable secondhand bolsters meeting this Rule. Worn bolsters are to be repaired per Interchange Rule 47. Bolsters which are cracked are not to be repaired, but replaced in kind.

Worn gibs, regardless of degree of wear, and wear plates are to be repaired and applied in accordance with Interchange Rule 47.

Stabilizing friction shoe pockets are to be repaired, regardless of degree of wear, in accordance with vendor's repair specifications.

3. Truck side frames are to be inspected and repaired. Side frames which are condemned per Interchange Rule 48 are to be replaced with serviceable secondhand side frames meeting this Rule. Worn side frames are to be repaired per Interchange Rule 48. Side frames which are cracked are not to be repaired but replaced in kind.

Side frame column wear plates are to be replaced. Wear plates to be C-1045 material. Application to be by welding. Pedestal roof liners are to be applied for Interchange Rule #48 if required.

4. Lube dates, stencil, etc., is to be in accordance with Interchange Rule 26.
5. Truck stabilizing friction shoes are to be replaced.
6. Truck springs are to be removed, inspected, tested, gauged & regrouped per Interchange Rule 50 (A). Springs condemned by this rule are to be replaced with secondhand serviceable springs complying with Rule 50. Spring group is to be for gross rail load of 220,000#.
7. Trucks are to be equipped with #18 serviceable brake beams. Brake beams are to be replaced with new or reconditioned brake beams. Beams are to be replaced in kind standard to truck.

Brake heads on brake beams are to be modified for rejection lugs for cast iron shoes per page E-84C of the Manual of Standards and Recommended Practices.

8. Cast iron brake shoes are to be replaced with new 2" composition shoes.
9. Bolster center plates are to be lined with "Hollube" type wear liner.
10. Roller bearing adapters are to be replaced.

11. Roller bearings are to be replaced with reconditioned NFL type roller bearings.
12. Axle Journals are to be inspected, when roller bearings are removed, per Para. 1 B17 of Section 1 of the Wheel and Axle Manual. Those axles found to be defective are to be replaced with serviceable secondhand axles meeting AAR Interchange Rule #43.
13. Cars are equipt with two-wear wheels, these wheels will be turned to full flange contour. Wheels not able to be turned will be replaced with one-wear Class U CJ-33 wheels.

Wheels are to be turned per AAR Wheel and Axle Manual, latest revision.

14. Brake beam wear plates are to be renewed.

UNDERFRAME

- 1. Body bolsters are to be replaced. New body bolsters are to be fabricated. Bottom cover plate, bolster webs at 12" spacing, side bearing reinforcement and bolster end cap are to be fabricated as a sub-assembly by welding. This sub-assembly is then joined to the bolster top cover plate equalizing the gap between the sub assembly halves such that the distance to each sub assembly from the center line of the top cover plate is equal with 1/16". This assembly is welded with a 3/8" fillet weld.

Attachment to the bolster top cover plate is by 3/8" slot welding and to the bolster webs by a 3/16" bevel and 5/16" fillet weld. Bolster sole plate to be applied.

- 2. Crossbearers are to be repaired as required. Fractured cover plates are to be repaired by applying an additional 7" X 3/8" thick tie plate on existing cover plates. Attachment to be by welding.
- 3. Crossties are to be straightened and repaired as required.
- 4. Body center plates are to be replaced.
- 5. Existing side sill reinforcement is to remain and a new 15" X 4" X 5/16" formed angle shaped reinforcement is to be applied. Attachment to side sill angle is to be by continuous 1/4" fillet weld. Attachment to bolster, crossbearers, and existing side sill reinforcement is to be by 5/8" dia. two piece rivet type fasteners.

Gussets between new side sill reinforcement and each underframe member are to be applied. Attachment to be by welding.

- 6. A 4" X 1/4" X 14" long jacking pad is to be applied at each bolster area. Attachment to be by welding.
- 7. Body side bearing clearance is to be adjusted to be within 3/16" to 5/16" clearance per Interchange Rule 47-E-2. Clearances to be obtained by shimming body side bearings or truck center plates, if required, per Interchange Rule 47-E-3.
- 8. Center sills are to be inspected and if fractured are to be repaired in accordance with Interchange Rule 57.
- 9. Sixteen new crossties are to be applied between the existing underframe members of car. New crossties to be 4" I @ 7.7 lbs/ft.
- 10. Cars are to be modified to accept a 10 inch Freightmaster end of car cushioning device.

MISCELLANEOUS

1. New routing and placard boards are to be applied. Location of boards to be in accordance with attached copy of AAR Manual, Page C-18, latest revision.

Routing and placard boards are to be 3/4" thick exterior grade B-C plywood. Attachment of brackets to car body to be by welding.
2. The interior of each car is to be cleaned and in suitable condition acceptable for loading when released.
3. New defect card holder is to be applied by welding on the "BR" corner of car in accordance with Interchange Rule 71.

ATTACHMENT II

This specification covers the rebuilding of 100 50' 6" 70-ton Plate "C" XL boxcars for the Atlantic and Western R.R. Cars to be used for this lot will be taken from FGE series RBNX 90,000-90,200.

1. General Requirements

Completed car shall satisfy all requirements for AAR "Rebuilt" status including strength requirements as outlined in AAR "Specifications for Design and Fabrication of Freight Cars".

Completed car is to conform to all applicable AAR Interchange and FRA Bureau of Safety Rules and Regulations and comply with the reconditioning requirements of the FRA Railroad Freightcar Safety Standards.

2. Workmanship

All construction and fabrication shall be performed in a substantial and workmanlike manner in accordance with drawings and/or specifications provided. All workmanship shall be equal to the best practice in modern car builders' shops.

Jigs, Templates, gauges and fixtures shall be used to insure interchange ability of parts. Requirements outlined in Section V. of the AAR "Specifications for Design Fabrication of Freightcars" shall be adhered to.

3. Inspections

ITEL Corporation reserves the right to place as many inspectors as may be deemed necessary at the builders' works who shall have free access to all drawings and work to be sure all provisions of this specification are complied with.

4. Welding

Welding shall be done by the fusion process and must conform to the AWS and AAR welding codes. All slag or flux remaining on any bead of welding must be removed before laying down the next successive bead or before painting.

GENERAL DIMENSIONS

Length, Inside	50' 6"
Width, Inside	9' 3 1/2"
Height, Inside	11' 0"
Length over End Sills	51' 0 3/8"
Length over Strikers	53' 4 3/4"
Length over Pulling Face of Coupler	57' 9 1/4"
Truck Centers	41' 2 3/4"
Height - Top of Rail to Threshold	3' 8 11/16"
Width of Side Door Opening (Clear)	10' 0"
Height of Side Door Opening (Clear)	10' 5"
Estimated Light Weight	60,000 lb.
Cubic Capacity	5,160 cu. ft.
AAR Clearance	Plate C

BRAKES

1. "A-B" brake equipment is to be cleaned, oiled, tested and stenciled (COT & S) as of date released from the plant. COT & S is to be performed in accordance with Air Brake Co. Instruction Leaflet #2391, latest revision.
2. Angle cock and combined dirt collector and cut-out cock are to be inspected and replaced with an "O" ring seal key type cock, or ball type angle cock.
3. Existing vertical wheel handbrake is to be replaced with a reconditioned or new handbrake. Handbrake is to be relocated to the low position. Reconditioned handbrake is to be upgraded to AAR 1966 handbrake.
4. Retaining valve is to be removed from the end of the car and relocated to an underframe member adjacent to the A-B valve in accordance with AAR Manual, page E-45. Retaining valve must be 1967 - 3 position valve.
5. Angle cock hose is to be replaced as required per Interchange Rule #5-A.
6. Angle cock location is to be checked for compliance with AAR Interchange Rule #4-E-2 and relocated if required.
7. Brake cylinder release valve will be required, if car is not so equipt.
- 7a. Brake cylinder release valve is to be applied using left hand adapter for single release rod arrangement. A new release rod is to be used and have additional lug applied for connection to the release valve. See Air Brake Specification 2518 for application and arrangement of release valve and left hand adapter.
8. AAR approved double acting Group E automatic slack adjuster is to be applied.
- 8a. New fulcrum lever bracket is to be relocated.
- 8b. Cylinder and fulcrum levers are to be redrilled to account for composition brake shoes.
- 8c. First car is to have ALL brake shoes removed and new shoes applied. Based on new shoe conditions, lever angularity, etc., are to be established for the remainder of the program.
- 8d. Safety hanger and body lever guides are to be applied.
9. 1-1/4" dia. trainline and 1" branch pipe are to have socket welded type flange fittings applied. 1-1/4" split ring butt welded flange fittings are to be used to eliminate large access holes in the underframe members, where required.

Brake pipe restriction test is to be performed on each car in accordance with Air Brake Specification 2518.

3/4" and 3/8" dia. pipes are to have socket welded type flange fittings applied.

10. Welded type brake pipe clamps are to be applied as required. Pipe clamp spacing is not to exceed 8'0".

Existing "U" bolt type pipe clamps are to be inspected to insure that clamps have the flattened contact surface not less than the diameter of the bolt. This does not apply to angle cock "U" bolts or retaining valve pipe "U" bolts.

11. High strength bolts are to be applied securing the combined reservoir and A-B valve pipe bracket to the car body brackets if car is not so equipped. The self-locking nuts on these high strength bolts are to be tightened with no more force than normally used with non-high strength bolts to avoid damage to castings.

Self-locking nuts are to be applied to the following air brake equipment if the car is not so equipped:

- a) A-B valve pipe bracket to car body bracket
- b) Reservoir to car body bracket
- c) Brake cylinder to car body bracket
- d) Retaining valve to car body bracket
- e) Branch pipe tee to car body bracket
- f) Angle cock "U" bolts

12. Brake pins are to be replaced as required per AAR Interchange Rule #9.
13. Brake levers and connection rods are to be replaced or repaired as required per AAR Interchange Rule #11.
14. Brake rigging is to be adjusted to obtain approximately 7" piston travel at 50 PSI cylinder pressure.
15. Release rod is to protrude either thru or under the new side sill reinforcement.
16. New brake lever badge plate is to be applied to crossbearer or center sill adjacent to the brake cylinder.
17. Existing bellcrank is to be replaced with a AAR 1966 bellcrank.
18. Air brake cylinder and reservoir are to be rebuilt in accordance with Air Brake company leaflet number 2391.
19. Brake rigging is to be modified to accomodate composition brake shoes.
20. Cars must be tested per Instruction Pamphlet 5039-4, Suppl. #1, prior to application of air brakes COT&S and IDT date.
21. Brake Beams are to be replaced, in kind, with new or reconditioned brake beams.
22. Cars are to receive a static dynamometer brake shoe test as defined on Page E-4, latest revision, in the AAR Manual of Standards and Recommended Practices.

CAR BODY

1. Existing door posts are to be removed and relocated to provide for a 10'0" clear door width centered on the centerline of car.
2. Side sill is to be coped out in the doorway area to accommodate new threshold plate.
3. A new 10'0" lg. threshold plate is to be applied. Application to be by welding. New threshold plate support angle is to be applied by welding.
4. Existing side sheets are to be patched as required, maintaining 1/8" thick 6" x 6" or 6" X 12" standard size patches wherever possible. If side sheets are deteriorated at the side sill for any length, a complete 1/8" thick patch is to be applied from the original door post location to the corrugated end flange at the end of the car. Application of patches to be by welding. All patches are to extend at least 1" beyond crack or hole.
5. A 3/8" X 23" X 26" "L" shaped gusset is to be applied to the exterior of the car connecting the door post, side sill, side sill reinforcement and crossbearer together.

Application to be by two-piece rivet type fasteners.

6. End sills are to be repaired as required. Repair is to consist of "V"ing, welding and application of reinforcing angle on inside of end sill when end sill is fractured at one location. When end sills are fractured in more than one location, a fabricated reinforcement angle is to be applied to box in the end sill. End sills are to be replaced in kind if section is broken out and missing.
7. End and side sheets are to be straightened as required. Side posts are to be straightened to be within 3/8" of vertical wherever possible.
8. Corrugated ends are to be straightened to be within 1/2" of vertical wherever possible.
9. Existing inside height is to be increased to 11'-0" by cutting the side plate and top corrugated end sheet loose. Side posts are to have 12" extensions added and a 12" end and side sheet extension is to be applied. Roof is then to be re-applied. Application to side posts and end sheet to be by two-piece huck type fasteners.

COUPLERS AND DRAFT GEARS

1. Couplers, draft gears, yokes, follower blocks, and draft keys are to be removed.
2. Couplers are to be replaced with reconditioned BE-60CHT type couplers which meet Rule #16.
3. Draft keys are to be replaced.
4. Coupler operating rods are to be renewed as required. Clearance between operating rod eye and locklift lever is to be adjusted within 1/4" to 1/2".
5. Coupler height is to be adjusted within the range of 32-1/2" to 34-1/2" on the empty car. Adjustment to be accomplished by shimming with C-1045 wear plates at coupler carrier. Application to be by welding. Wear plate design and application to be in accordance with AAR Interchange Rule 16-E-12, 13 & 14, see attached. If additional adjustment is required due to minimum coupler shank to striker clearance, shims are to be added at the truck springs and/or bolster center plate area in accordance with Interchange Rule 16-E-13a.
6. Cars are to be equipt with a 10 inch Freightmaster end of car cushioning unit.

Application to be per Freightmaster instructions.

DOORS

1. Existing 8 ft. door opening is to be increased to 10'0" wide by relocating the door posts. New door opening is to be centered on the centerline of car.
2. New door front stop weather guard and rear spark strip are to be applied by welding. Gap at door post face between door post and car side parts is to be caulked. Outside lap joint of car side part is also to be caulked.
3. New hasp holder, safety stop, top retainer, top and bottom rear stops, 10'0" door, etc., are to be applied.
4. Route board at door is to be either 3/4" exterior grade plywood B-C grade or 25/32" T&G yellow pine.
5. Placard boards at door are to be either 3/4" exterior grade plywood B-C grade or 25/32" T&G yellow pine.
6. Doors are furnished complete with safety hangers and antipilferage devices.
7. No direct light is to be seen when door is closed and inspected from inside of car. Reflective light is permissible.

INTERIOR

1. New 1 3/4" 50,000 lb capacity nailable steel is to be applied.
2. Decking fillers at the bolster, crossbearer and over the center sill are to be of steel. Attachment to be by welding.
3. New grain strips are to be applied between the side posts.
4. New side lining is to be 3/4" exterior grade A-C plywood.
5. New end lining is to be 3/4" exterior grade A-C plywood.

It is to be applied vertically. Lining is to be applied to the end nailers by 8d ring shank gun type nails. Nailheads are to be set below the surface of the lining.

6. New door post nailers are to be applied with three (3) 1/2" dia. #3 head plow bolts or welded studs whichever is standard to car.
7. Caulking is to be applied at the bottom of door, side and end posts to the deck area and threshold plate area.
8. New end nailers are to be applied. End nailers are to be fastened to the steel end with 1/2" dia. weld studs, washers and square speed lock nuts.
9. Side and corner post nailers are to be replaced as required when rotted or excessively split. Replacement side and corner post nails are to be secured by (3) 1/2" dia. bolts and lock nuts. All other side and corner post nailer fasteners are to be checked for tightness and tightened as required.
10. Cars are to be equip with four (4) DF-2 belt rails per quarter.

PAINTING & STENCILLING

1. Exterior of car is to be cleaned by sandblasting prior to painting. The following parts are to be suitably protected from blast abrasive:

Air brake equipment
Handbrake
Slack adjustor
Couplers
Draft gears
Coupler yokes

2. Exterior of car is to receive one heavy coat of primer. Trucks are to be painted black.

Underframe is to receive one coat of black paint. Interior and exterior of roof are not to be primed or finish painted.

3. Basic AAR stencilling will be applied in accordance with AAR Manual of Standards, page L37-39A.

Cars are to be light weighed and stencilled in accordance with Interchange Rule 70.

4. Angle cock hose, A-B valve vent protector, couplers, slack adjuster and wheels are to be suitably protected from paint.

5. Consolidated stencil is to be applied in accordance with Interchange Rule #80.

6. "Retaining Valve" stencil and arrow are to be applied on side sill reinforcement in valve area.

7. Any new or renewed side or end sheet is to receive one coat of primer on the interior side.

8. Existing EH stencil is to be reduced by 1" account of removal of running boards.

9. Existing IH stencil to be increased to indicate 11'0" interior height.

10. "50K" in 1-1/2" letters and numbers is to be stencilled adjacent to left-side of door, on side sheet, at floor line.

11. Car is to be stencilled "Rebuilt, etc., as month and year dates are applicable at time of shipment."

12. Finish paint specifications will be supplied by customer.

13. "2 in. Comp Shoes" in 2 inch letters is to be stencilled on all four (4) corners of the car.

ROOFS

1. Running boards are to be removed. Running board saddles, supports, etc. are not to be removed.

SAFETY APPLIANCES

1. 3/4" dia. horizontal end handholds are to be applied at both ends of the car in accordance with DOT requirements. The long horizontal handholds on the "A" & "B" end of the car are to have an intermediate support.

Application of handholds to be by 1/2" dia. rivets minimum or two-piece rivet type fasteners.

2. "A" & "B" end and side ladders are to be shortened to a four grab ladder in accordance with DOT requirement.
3. Handbrake and step are to be lowered.
4. All ladders, grabs, steps, etc., are to be straightened or replaced as required.
5. A crossover step is to be applied to the "A" end of the car.

TRUCKS

- 1. Trucks are to be removed from car and dismantled for inspection. All trucks will be 70-Ton capacity with 6" x 11" journals.
- 2. Truck bolsters are to be inspected and repaired. Bolsters which are condemned per Interchange Rule 47 are to be replaced with serviceable secondhand bolsters meeting this Rule. Worn bolsters are to be repaired per Interchange Rule 47. Bolsters which are cracked are not to be repaired, but replaced in kind.

Worn gibs, regardless of degree of wear, and wear plates are to be repaired and applied in accordance with Interchange Rule 47.

Stabilizing friction shoe pockets are to be repaired, regardless of degree of wear, in accordance with vendor's repair specifications.

- 3. Truck side frames are to be inspected and repaired. Side frames which are condemned per Interchange Rule 48 are to be replaced with serviceable secondhand side frames meeting this Rule. Worn side frames are to be repaired per Interchange Rule 48. Side frames which are cracked are not to be repaired but replaced in kind.

Side frame column wear plates are to be replaced. Wear plates to be C-1045 material. Application to be by welding. Pedestal roof liners are to be applied for Interchange Rule #48 if required.

- 4. Lube dates, stencil, etc., is to be in accordance with Interchange Rule 26.
- 5. Truck stabilizing friction shoes are to be replaced.
- 6. Truck springs are to be removed, inspected, tested, gauged & regrouped per Interchange Rule 50 (A). Springs condemned by this rule are to be replaced with secondhand serviceable springs complying with Rule 50. Spring group is to be for gross rail load of 220,000#.
- 7. Trucks are to be equipped with #18 serviceable brake beams. Brake beams are to be replaced with new or reconditioned brake beams. Beams are to be replaced in kind standard to truck.

Brake heads on brake beams are to be modified for rejection lugs for cast iron shoes per page E-84C of the Manual of Standards and Recommended Practices.

- 8. Cast iron brake shoes are to be replaced with new 2" composition shoes.
- 9. Bolster center plates are to be lined with "Hollube" type wear liner.
- 10. Roller bearing adapters are to be replaced.

- 11. Roller bearings are to be replaced with reconditioned NFL type roller bearings.
- 12. Axle Journals are to be inspected, when roller bearings are removed, per Para. 1 B17 of Section 1 of the Wheel and Axle Manual. Those axles found to be defective are to be replaced with serviceable secondhand axles meeting AAR Interchange Rule #43.
- 13. Cars are equipt with two-wear wheels, these wheels will be turned to full flange contour. Wheels not able to be turned will be replaced with one-wear Class U CJ-33 wheels.

Wheels are to be turned per AAR Wheel and Axle Manual, latest revision.

- 14. Brake beam wear plates are to be renewed.

EXHIBIT C

[FORM OF INSPECTION CERTIFICATE]

Reference is made to the Railroad Car Rebuilding Agreement between ITEL CORPORATION, EQUIPMENT MANAGEMENT DIVISION, and KOSSIS MAGRISH COMPANY dated May 24, 1979 (the "Agreement").

The undersigned does hereby certify that the Sample Railroad Car whose serial number is listed below, is acceptable to the Inspector and based on a visual inspection appears to be in conformity with the specifications, drawings and Bills of Material for Railroad Cars referred to in the Agreement.

Dated: _____, 1979

Inspector

Serial Number

SCHEDULE F

COMPLETION CERTIFICATE

The undersigned hereby certifies that the rebuilding of Hulks No. _____ into XL Railroad Cars has been completed in accordance with the Specifications and Drawings annexed to that certain Construction Contract between the undersigned and _____ ("Owner"), dated _____, 1979.

The aforesaid Railroad Cars are being delivered to the Owner free and clear of all claims, lien, security interests and other encumbrances, and the undersigned covenants to defend the Owner's title to such Railroad Cars against the demands of any persons based upon claims originating prior to delivery of such Railroad Cars by the undersigned.

IN WITNESS WHEREOF, the undersigned has executed this Completion Certificate this _____ day of _____, 1979.

ITEL CORPORATION, EQUIPMENT MANAGEMENT
DIVISION

By: _____

SCHEDULE E

[FORM OF ACCEPTANCE CERTIFICATE]

The Railroad Cars whose serial numbers are listed below are accepted by me as Owner's Inspector in accordance with Section 2(h) of the Construction Contract between Itel Corporation and _____ ("Owner") dated _____, 1979.

Dated: _____, 1979

Inspector

Total Number of Railroad Cars: _____

Railroad Car Serial Numbers:

SCHEDULE D

Material Escalation Index

<u>Description</u>	<u>Parts Per Car Set</u>	A.)	B.)
		<u>March 30, 1979 Car Set Price</u>	<u>Final Car Set Price</u>
1. Roller Bearings (6 X 11)	8	\$ 940.00	
2. End-of-Car Cushioning (10")	2	2,912.00	
3. Belt Rails (16 - 20' Rails)	16	800.00	
4. Nailable Steel Flooring	76	1,366.00	
5. 10' Sliding Doors	2	1,653.00	
6. Wheels	8	1,560.00	
7. Axles	4	1,146.00	
8. Air Brake Equipment (Estimated)	-	426.00	
9. Lumber (Estimated)	-	1,268.00	
10. Fabricated Steel (Estimated)	-	2,770.00	
		\$14,841.00	

This material escalation index is only for use in calculating material price escalation in the contract. It should not be assumed that all railroad cars will contain all the above parts or be subject to exactly the same material price escalation.

The escalation price per car will be the difference between Column B) delivered to ITEL prices and Column A) March 30, 1979 prices to the extent Column B) exceeds Column A). Completion of this Schedule will be on or before notification specified in section 3(a) of the Construction Contract to the financial institution and Agent designated in Schedule A.

UNDERFRAME

1. Body bolsters are to be replaced. New body bolsters are to be fabricated. Bottom cover plate, bolster webs at 12" spacing, side bearing reinforcement and bolster end cap are to be fabricated as a sub-assembly by welding. This sub-assembly is then joined to the bolster top cover plate equalizing the gap between the sub assembly halves such that the distance to each sub assembly from the center line of the top cover plate is equal with 1/16". This assembly is welded with a 3/8" fillet weld.

Attachment to the bolster top cover plate is by 3/8" slot welding and to the bolster webs by a 3/16" bevel and 5/16" fillet weld. Bolster sole plate to be applied.

2. Crossbearers are to be repaired as required. Fractured cover plates are to be repaired by applying an additional 7" X 3/8" thick tie plate on existing cover plates. Attachment to be by welding.
3. Crossties are to be straightened and repaired as required.
4. Body center plates are to be replaced.
5. Existing side sill reinforcement is to remain and a new 15" X 4" X 5/16" formed angle shaped reinforcement is to be applied. Attachment to side sill angle is to be by continuous 1/4" fillet weld. Attachment to bolster, crossbearers, and existing side sill reinforcement is to be by 5/8" dia. two piece rivet type fasteners.

Gussets between new side sill reinforcement and each underframe member are to be applied. Attachment to be by welding.

6. A 4" X 1/4" X 14" long jacking pad is to be applied at each bolster area. Attachment to be by welding.
7. Body side bearing clearance is to be adjusted to be within 3/16" to 5/16" clearance per Interchange Rule 47-E-2. Clearances to be obtained by shimming body side bearings or truck center plates, if required, per Interchange Rule 47-E-3.
8. Center sills are to be inspected and if fractured are to be repaired in accordance with Interchange Rule 57.
9. Sixteen new crossties are to be applied between the existing underframe members of car. New crossties to be 4" I @ 7.7 lbs/ft.
10. Cars are to be modified to accept a 10 inch Freightmaster end of car cushioning device.

MISCELLANEOUS

1. New routing and placard boards are to be applied. Location of boards to be in accordance with attached copy of AAR Manual, Page C-18, latest revision.

Routing and placard boards are to be 3/4" thick exterior grade B-C plywood. Attachment of brackets to car body to be by welding.
2. The interior of each car is to be cleaned and in suitable condition acceptable for loading when released.
3. New defect card holder is to be applied by welding on the "BR" corner of car in accordance with Interchange Rule 71.