

AGREEMENT made and entered into this 15th day of January, 1974,
between

UNITED STATES RAILWAY EQUIPMENT CO.,
an Illinois corporation, (hereinafter called "United"), and

CHICAGO, ROCK ISLAND AND PACIFIC

RAILROAD COMPANY, a Delaware

corporation

(hereinafter called "Lessee").

7303
RECORDATION NO. _____ Filed & Recorded

JAN 18 1974 - 10 30 AM

INTERSTATE COMMERCE COMMISSION

RECITALS

Lessee desires to lease from United as Lessor certain railroad cars, hereinafter specifically designated, all upon the rentals and terms and conditions set forth in this Lease.

AGREEMENT

It is Agreed:

1. *Lease of Cars.* United agrees to lease to Lessee and Lessee agrees to and does hereby lease from United that number of railroad cars, of the type, construction and such other description (hereinafter referred to as the "Cars") as is set forth in Exhibit "A" attached hereto and by this reference made a part hereof. Lessee acknowledges that it has possession of all cars and has accepted same for all purposes of this Lease.

Upon recon-
struction by
United of any
Cars as pro-
vided in
Paragraph 3
hereof,

2. *Delivery of Cars.* United shall deliver the Cars as promptly as is reasonably possible from time to time in groups of no less than 10. United shall not be responsible for failure to deliver or delay in delivering Cars due to casualties and contingencies beyond its direct control, such as, but not limited to, labor difficulties, fire, delays and defaults of carriers and car and material suppliers.

Lessee shall be liable for, and shall pay or reimburse United for the payment of, all costs, charges and expenses of any kind whatsoever on account of or relating to switching, demurrage, detention, storage, transportation or movement of Cars, including specifically, but not exclusively, freight and switching charges for movement to and from United's plant or any facility of Lessee or any other person, firm or corporation at any time and for any reason.

3. *Condition of Cars - Acceptance.* SEE RIDER.

4. *Use and Possession.* Throughout the continuance of this Lease, so long as Lessee is not in default hereunder, Lessee shall be entitled to possession of each Car from the date the Lease becomes effective as to each Car and may use such Car,

(a) on its own property or lines; and

(b) upon the lines of any railroad or other person, firm or corporation in the usual interchange of traffic for such compensation as Lessee may determine or as may be required by the then current Code of Rules Governing the Condition of, and Repairs to, Freight and Passenger Cars for the interchange of traffic accepted by the Association of American Railroads (hereinafter called the "Interchange Rules") but at all times subject to the terms and conditions of this Lease,

provided, however, that at all times the Cars shall be used only in the United States of America or in Canada and in a careful and prudent manner solely for the uses for which they were designed.

5. *Term - Average Date.* This Lease shall be for a term (hereinafter referred to as the "original term") which shall commence on the date hereof

all re-
structured

and shall terminate six & one-half (6-1/2) years from the Average Date of Delivery unless sooner terminated in accordance with the provisions of this Lease. The Average Date of Delivery shall be determined after delivery of such Cars as follows,

(a) multiply the number of Cars delivered by United on each day by the number of days elapsed between such day and the date of delivery of the first Car hereunder, then add all of the products so obtained and divide by the total number of Cars so delivered; the quotient rounded out to the nearest whole number shall be added to the date of delivery of the first Car, and the resulting date shall constitute the Average Date of Delivery;

the form
attached here-
as Exhibit

(b) the date on which delivery of a Car shall be deemed to have been made will be the day following delivery of the Car to the Lessee. A Car shall be conclusively deemed delivered to the Lessee on the earliest date shown on any of the following: (i) Certificate of Inspection and Acceptance or other writing accepting a Car signed by the Lessee; or (ii) a bill of lading showing delivery to Lessee or to a foreign line railroad for the account of Lessee.

United:

6. *Option to Extend.* None:

7. *Rental.* SEE RIDER.

8. *Payment.* Lessee shall make payment of all sums due hereunder to United in Chicago funds at the address provided in Paragraph 23 hereof, or such other place as United may direct. Rental payments shall be made monthly in advance on or before the 1st day of each month for which such rental is due, except that the first full month's payment shall include rental covering any prior period of less than one month.

9. *Title.* Lessee shall not by reason of this Lease or any action taken hereunder acquire or have any right or title in the Cars except the rights herein expressly granted to it as Lessee.

10. *Maintenance.* Lessee shall, ~~after reconstruction and~~ during the continuance of this Lease, promptly and with due diligence, keep and maintain the Cars in good working order and repair (ordinary wear and tear excepted) and make all replacements, changes or additions to the Cars or their equipment and appliances to the extent necessary or required from time to time.

(a) by the Interchange Rules; and

(b) by applicable laws and regulations of any state or governmental body, including specifically but not exclusively, the Interstate Commerce Commission,

all at Lessee's own cost and expense and without any abatement in rent or other loss, cost or expense to United; provided, however, that the provisions of Paragraph 17 hereof shall apply in the event of damage or destruction beyond repair. Any parts, replacements, or additions made to any car shall be accessions to such Car and title thereto shall be immediately vested in United without cost or expense to United.

11. *Taxes and Other Levies.* Lessee shall promptly pay all taxes, assessments and other governmental charges, including sales, use or ad valorem taxes levied or assessed during the continuance of this Lease upon the Cars or the interest of the Lessee therein or any thereof, or upon the use or operation thereof or the earnings arising therefrom, and if any levy or assessment is made against United on account of any of the foregoing matters or on account of its ownership of the Cars, exclusive, however, of any taxes on the rentals herein provided or the net income of United therefrom (except any such tax on rentals which is in substitution for, or relieves the Lessee from the payment of taxes which it would otherwise be obligated to pay or reimburse as heretofore provided), Lessee will promptly pay or reimburse United for same; but the Lessee shall not be required to pay the same so long as it shall in good faith and by appropriate legal or administrative proceedings contest the validity or amount thereof unless thereby, in the judgement of United, the rights or interests of United in and to the Cars will be materially endangered. In the event any tax reports are required to be made on the basis of individual Cars, the Lessee will either make such reports in such manner as to show the ownership of such Cars by United or will notify United of such requirements and will make such report in such manner as shall be satisfactory to United.

12. *Liens.* Lessee shall keep the Cars free from any encumbrances or liens, which may be a cloud upon or otherwise affect United's title, which arise out of any suit involving Lessee, or any act, omission or failure of Lessee or Lessee's failure to comply with the provisions of this Lease, and shall promptly discharge any such lien, encumbrance or legal process, except such as are permitted by United under Paragraph 11 hereof.

13. *Indemnity - Patent Covenants.* Lessee agrees to indemnify United and save it harmless from any charge, loss, claim, suit, expense or liability which United may suffer or incur and which arises in connection with the use or operation of a Car or Cars while subject to this Lease (but not while in United's shop or possession) and without regard as to how such charge, loss, claim, suit, expense or liability arises, including without limiting the generality of the foregoing, whether it arises from latent or other defects which may or may not have been discoverable by United. United agrees to indemnify Lessee and save it harmless against any charge, loss, claim,

or to reconstruction Lessee shall at its own cost and expense see that the Cars are complete in all parts neither burned, wrecked, nor otherwise materially substantially damaged and in compliance with the requirements of subparagraph (a) and (b) of this Paragraph 10.

suit, expense or liability arising out of or on account of the use or incorporation by United upon delivery of a Car or upon the making of repairs thereto by United, of any invention or the infringement of any patents, except if such invention was used or incorporated by reason of the specifications in Exhibit A-1 hereto. The indemnities and assumptions of liability herein contained shall survive the termination of this Lease. Each party shall, upon learning of same, give the other prompt notice of any claim or liability hereby indemnified against.

14. *Warranty - Representations.* Except as otherwise provided in Paragraph 3(g), United makes no warranty or representation of any kind whatsoever, either express or implied as to any matter whatsoever, including specifically but not exclusively, fitness, design, workmanship, condition or quality of the Cars or parts thereof which Cars have been accepted by Lessee hereunder, and United shall have no liability hereunder for damages of any kind, including specifically but not exclusively, special, indirect, incidental, or consequential on account of any matter which would otherwise constitute a breach of warranty or representation. ~~United agrees to assign to Lessee such rights as it may have under warranties, if any, which it may have received from the manufacturer of any new Cars and shall at Lessee's expense cooperate with Lessee and take such action as may be reasonably requested to enable Lessee to enforce such rights.~~ Lessee represents that all of the matters set forth in Paragraph 22(a) through and including (e) shall be and are true and correct at all times that any Car becomes subject to this Lease.

15. *Car Marking.* Each Car upon reconstruction will be distinctly, permanently and conspicuously marked in stencil by the party performing the reconstruction work with one of the new reporting numbers and marks specified in Exhibit A hereto and with a legend on each side in letters not less than three-quarters inches (3/4") in heights substantially as follows:

UNITED STATES RAILWAY EQUIPMENT CO.
Lessor

The name of any assignee of United's interest or trustee or mortgagee having an interest in the Car shall also appear if requested by United or such other party, or in lieu thereof United may add the following inscription:

Title to this Car subject to documents recorded
under Section 20(c) of Interstate Commerce Act.

Lessee shall immediately replace any such stenciling which may be removed, destroyed or become illegible wholly or in part. Upon Lessee's request United shall furnish a stencil with the form of the marks, numbers and legend. Except for the numbering and stenciling as provided herein, and such markings as Lessee desires to indicate its interest hereunder, Lessee shall keep the Cars free from any marking or labeling which might be interpreted as a claim of ownership thereof by Lessee, or any party other than United.

16. *Inspection - Inventory.* During the continuance of this Lease, United shall have the right, at its own cost and expense, to inspect the Cars at any reasonable time or times wherever the Cars may be. Lessee shall, upon request of United, but no more than once every year, furnish to United two (2) copies of an accurate inventory of all Cars in service.

17. *Loss, Theft or Destruction of Cars.* In the event any Car is lost or stolen or is destroyed or damaged beyond economic repair from any cause whatsoever, Lessee shall promptly and fully inform United of such occurrence and shall within thirty (30) days after the date of such notice, pay to United, as liquidated damages in lieu of any further claim of United hereunder except for accrued rent and such claims as arise or exist under Paragraphs 11, 12 and 13, an amount in cash equal to:

(a) the present worth, as hereinafter defined, of the total remaining rental for such Car which would otherwise accrue during the original term as defined in Paragraph 5, from the date of such occurrence to the last day of such term; plus

(b) the net scrap value, as hereinafter defined, for such Car.

If any such loss, destruction or damage occurs off the line of Lessee, United may elect in lieu of the amount provided in Paragraphs (a) and (b) to receive a sum equal to the settlement basis provided by the Interchange Rules. The present worth of the total remaining rental as used in this Paragraph 17 (a) shall mean an amount equal to the rental discounted on a five per cent (5%) per annum basis (compounded annually from the date of such occurrence to the end of the original term). The net scrap value shall mean an amount in cash equal to the current quoted price per net ton of No. 1 Heavy Railroad Melting Steel Scrap, prevailing at Pittsburgh, Pennsylvania; Cleveland, Ohio; and Chicago, Illinois as published in *Iron Age* or other reputable industrial

average
the the

journals, on the first day of the month preceding the month in which payment of such net scrap value is required to be made, multiplied by **twenty-two and seven-tenths** (..... **22.7**) tons. In the event any of the Cars are destroyed or damaged beyond economic repair on the line of Lessee, United may, at its option, in lieu of receiving the net scrap value of such Cars, elect that Lessee return such damaged or destroyed Cars to United either on wheels or in cars at such point on Lessee's line as United may designate. United shall make such election in writing within fifteen (15) days after receiving Lessee's notice that Cars have been destroyed or irreparably damaged. This Lease shall continue in full force and effect irrespective of the cause, place or extent of any damage, loss or destruction of any of the Cars, the risk of which shall be borne by Lessee; provided, however, that this Lease shall terminate with respect to any Car which is lost, stolen or destroyed or damaged beyond repair on the date United shall receive payment of the amount required to be paid to it on account of such Car under this Paragraph 17. (Continued on Rider.)

18. *Return of Cars.* Upon the expiration or upon the termination of this Lease with respect to any Car (other than pursuant to Paragraph 17 hereof), Lessee shall at its sole cost and expense,

(a) forthwith surrender possession of such Car to United in the condition required by Paragraph 10 hereof by delivering same to **United's facility in Washington, Indiana, or if United so elects, to United's facility in Blue Island, Illinois; and**

(b) if United shall so request by written notice delivered prior to surrender of possession of such Car as above provided, provide suitable storage for such Car for a period of ninety (90) days from the date of expiration or termination and inform United of the place of storage and the reporting number of the Car there stored.

Delivery in storage shall constitute delivery of possession for the purpose of this Paragraph 18 and such storage shall be at the risk of United. Upon termination of the storage period or upon request of United prior thereto, Lessee shall cause the Car to be transported to United at the place and in the manner provided in Paragraph 18(a). Until the delivery of possession to United pursuant to Paragraph 18(a) or (b), Lessee shall continue to pay rental at the rate being paid immediately prior to termination or expiration, and Lessee shall, in addition, make all other payments and keep all obligations and undertakings required of Lessee under any and all provisions of this Lease as though such termination or expiration had not occurred.

19. *Default.* The term "event of default" for the purpose hereof shall mean any one or more of the following:

(a) non-payment by Lessee within thirty (30) days **after written notice** after the same becomes due of any installment of rental or any other sum required to be paid hereunder by Lessee;

(b) the Lessee shall default or fail for a period of thirty (30) days in the due observance or performance of any covenant, condition or agreement required to be observed or performed on its part hereunder;

(c) a decree or order shall be entered by a court having jurisdiction in the premises adjudging Lessee a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of Lessee under the Federal Bankruptcy Act or any other applicable Federal or State law, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Lessee or of any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order unstayed and in effect for a period of thirty (30) days;

(d) the institution by Lessee of proceedings to be adjudicated a bankrupt or insolvent, or the consent by it to the institution of any proceedings or to any action taken or proposed to be taken in any proceedings or action described in Paragraph 19 (c), or the making by Lessee of an assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due, or the taking of corporate action by Lessee in furtherance of any such action.

20. *Remedies.* Upon the happening of an event of default, United, at its option, may:

(a) proceed by appropriate court action either at law or in equity for specific per-

formance by the Lessee of the applicable covenants of this Lease or to recover from Lessee all damages, including specifically but not exclusively, expenses and attorneys' fees which United may sustain by reason of Lessee's default or on account of United's enforcement of its remedies hereunder;

(b) elect only to terminate the Lessee's right of possession (but not to terminate the Lease) without releasing Lessee in whole or in part from its liabilities and obligations accrued hereunder, or hereafter to accrue for the remaining term of the Lease, and thereupon require Lessee to deliver all such Cars to United at any of its plants or to take possession itself, of any or all of the Cars wherever same may be found. United may, but need not, require delivery of the Cars to it or repossess the Cars, but in the event the Cars are delivered to United or are repossessed, United shall use reasonable efforts to relet the same or any part thereof to others upon a reasonable rental and such other terms as it may see fit. The proceeds of any such reletting shall first be applied to the expenses (including reasonable attorneys' fees) of retaking and reletting of the Cars and delivery to the new lessee and then to the payment of rent due under this Lease. Lessee shall pay any deficiency remaining due after so applying the proceeds as the same shall accrue. Lessee shall not assert, in mitigation of its damages or otherwise, any lack of diligence by United in or related to the procuring of another lessee or in refusing to accept any proposed or prospective lessee or other transaction, such matters being within United's sole discretion and determination. The election by United to relet the Cars and the acceptance of a new lessee shall not operate to release Lessee from liability for any existing or future default in any other covenant or promise herein contained;

(c) declare this Lease terminated and recover from Lessee all amounts then due and payable plus, as liquidated damages for loss of the bargain and not as penalty, a sum which represents the excess of the present worth, at the time of such termination, if any, of the aggregate rental which would have thereafter accrued from the date of such termination to the end of the original term over the then present worth of the fair rental value of the Cars for such period. Present worth is to be computed in each case on the basis of a five per cent (5%) per annum discount, compounded annually from the respective dates upon which rental would have been payable hereunder had this Lease not terminated. In addition to the foregoing, United shall recover any damages sustained by reason of the breach of any covenant of the Lease other than for the payment of rental;

(d) recover or take possession of any or all of the Cars and hold, possess and enjoy the same, free from any right of the Lessee to use the Cars for any purposes whatsoever.

The remedies provided in this Paragraph 20 in favor of United shall not be deemed exclusive but shall, where not by rule of law inconsistent with each other, be cumulative and may be availed of singly, in combination, or all together and in any order, and shall be in addition to all other remedies, in United's favor existing at law or in equity. The Lessee hereby waives any mandatory requirements of law now or hereafter in effect which might limit or modify any of the remedies herein provided to the extent that such waiver is permitted by law.

21. *Sublease and Assignment.* Lessee shall have the right to sublease any of the Cars, subject at all times to the terms hereof, and each of the parties shall have the right to assign the Lease or their rights thereunder only as follows:

(a) all rights of United hereunder may be assigned, pledged, mortgaged, transferred or otherwise disposed of either in whole or in part with or without notice to Lessee, but subject to Lessee's rights under this Lease. If United shall have given written notice to Lessee stating the identity and post office address of any assignee entitled to receive future rentals and any other sums payable by Lessee hereunder, Lessee shall thereafter make such payments to the designated assignee. Lessee will not amend, alter or terminate this Lease without the consent of the assignee while such assignment is in effect. The rights of any assignee or any party or parties on behalf of whom such assignee is acting shall not be subject to any defense, set-off, counterclaim or recoupment whatsoever, whether arising out of any breach of any obligation of United hereunder or by reason of any other indebtedness or liability at any time owing by United to the Lessee;

(b) Lessee shall not assign this Lease without the written consent of United provided, however, that Lessee may assign all of its rights under this Lease to another railroad corporation which succeeds to all or substantially all of the assets and business of the Lessee provided that such successor shall assume all of the obligations of the Lessee hereunder.

The making of an assignment or sublease by Lessee or an assignment by United shall not serve to relieve such party of any liability or undertakings hereunder nor to impose any liability or undertaking hereunder upon any such assignee or sublessee except as otherwise provided above or unless expressly assumed in writing by such sublessee or assignee.

22. *Opinion of Counsel.* Upon the request of United or its assignee at any time or times, Lessee will deliver to United an opinion of counsel for Lessee, addressed to United or its assignee in form and substance satisfactory to counsel for United, or its assignee, which opinion shall be to the effect that:

(a) Lessee is a corporation duly organized and validly existing in good standing under the laws of the state of its incorporation, and has corporate power to enter into this Lease and carry out its obligations thereunder;

(b) this Lease constitutes the legal, valid and binding obligation of Lessee, enforceable in accordance with its terms;

(c) the Cars which are then subject to the Lease are held by Lessee under and subject to the provisions of this Lease prior to any lien, charge or encumbrance in favor of anyone claiming by, through or under Lessee, and all of the Cars were, upon delivery to Lessee, in condition satisfactory to Lessee and were accepted by Lessee in accordance with the terms of this Lease;

(d) no recording, filing or depositing of this Lease, other than with the Interstate Commerce Commission, in accordance with Section 20(c) of the Interstate Commerce Act, is necessary to preserve or protect the title of United or its assignee in the United States of America; and

(e) no governmental authorization or approval is necessary in connection with the Lease or any other action contemplated hereunder.

23. *Notice.* Any notice required or permitted to be given pursuant to the terms of this Lease shall be properly given when forwarded registered United States mail, return receipt requested, postage prepaid, addressed to:

United at: 2200 East Devon Avenue
Des Plaines, Illinois 60018

or at such other address as United may from time to time designate by notice in writing, and to:

Lessee at: 139 West Van Buren Street
Chicago, Illinois 60605

or any such other place as Lessee may from time to time designate by notice in writing.

24. *Recording of Lease.* Prior to the delivery and acceptance of the first Car, United intends, without expense to Lessee, to cause this Lease and any assignment thereof to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20(c) of the Interstate Commerce Act. Lessee will from time to time do and perform any other act and will execute acknowledge, deliver, file, register and record (and will refile, reregister or rerecord whenever required) any and all further instruments required by law or reasonably requested by United, for the purpose of proper protection to the satisfaction of counsel for United, of its title to the Cars, or for the purpose of carrying out the intention of this Lease. Except as hereinbefore provided, Lessee will pay all costs, charges and expenses incident to the filing, refiling, registering, reregistering, recording and rerecording of any such further instrument or incident to the taking of any such other action, and will furnish to United certificates or other evidence of any such action.

25. *Governing Law-Writing.* The terms of this Lease and all rights and obligations hereunder shall be governed by the laws of the State of Illinois. The terms of this Lease and the rights and obligations of the parties hereto may not be changed or terminated orally, but only by agreement in writing signed by the party against whom enforcement of such change or termination is sought.

26. *Counterparts.* This Lease may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be evidenced by any such signed counterpart.

27. *Severability--Waiver.* If any term or provision of this Lease or the application thereof to any persons or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. Failure of United to exercise any rights hereunder shall not constitute a waiver of any such right upon the continuation or recurrence of the situation or contingency giving rise to such right.

28. *Terminology.* In construing any language contained in this Lease, no reference shall be made and no significance given to paragraph titles, such titles being used only for convenience of reference. Where the context so permits, the singular shall include the plural and vice versa.

29. *Past Due Rental.* Anything to the contrary herein contained notwithstanding, any non-payment of rentals or other sum due hereunder, whether during the thirty (30) day period within which a default may be cured or for a longer period, and whether or not deemed a default or violation of this Lease, shall result in the obligation on the part of the Lessee to pay also an amount equal to ~~ten per cent~~ ten per cent per annum (or if such rate may not lawfully be charged, then the highest rate which may lawfully be charged) of the overdue rentals for the period of time during which they are overdue.

30. *Benefit.* The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of the parties, their successors and assigns (to the extent permitted in Paragraph 21 hereof) and the term "United" and the term "Lessee" shall mean, respectively, all of the foregoing persons who are at any time bound by the terms hereof. Without limiting the generality of the foregoing, the indemnities of the Lessee contained in Paragraph 13 hereof shall apply to and inure to the benefit of any assignee of United, and if such assignee is a trustee under an indenture under which notes of United have been issued in connection with the financing of the Cars, then to any holder of such notes.

IN WITNESS WHEREOF, United and Lessee have duly executed this Lease as of the day and year first above written.

UNITED STATES RAILWAY EQUIPMENT CO.,
an Illinois corporation

By: Ralph E. Beel
.....
..... Vice President

ATTEST:

Leonard J. Hayfield
.....
..... Secretary

CHICAGO, ROCK ISLAND AND PACIFIC
RAILROAD COMPANY,
a Delaware corporation

ATTEST:

E. F. Williamson
.....
..... Secretary

By: [Signature]
.....
Chairman

STATE OF ILLINOIS }
COUNTY OF COOK } ss

On this 17 day of January, 1974, before me personally appeared Ralph E. Bell to me personally known, who being by me duly sworn, says that he is Vice President of the United States Railway Equipment Co., and Leonard Schanfield to me personally known to be the ASS'T Secretary of said corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Walter D. Boone
Notary Public

Commission Expires
Dec. 9, 1975

STATE OF ILLINOIS }
COUNTY OF COOK } ss

On this 17th day of January, 1974, before me personally appeared to me personally known, who being by me duly sworn, says that he is T. E. Desch Chairman of Chicago, Rock Island and Pacific Railroad Company and E. F. Wilkinson to me personally known to be the Secretary of said corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

John P. Piro
Notary Public

MY COMMISSION EXPIRES JAN 23, 1977

LEASE ~ Group No. 8

EXHIBIT "A"

Lease dated January 15, 1974 by and between United States Railway
Equipment Co., ("United") and CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD
COMPANY ("Lessee")

TYPE OF CAR:

New

Used

NUMBER OF CARS: 135 50 ton 50'6" steel sheathed boxcars with
8' sliding doors

*REPORTING NUMBERS AND MARKS:

OLD NUMBERS

NEW NUMBERS

See Appendix A

SPECIFICATIONS DESIGNATED BY LESSEE:

All cars to be reconstructed in accordance with the Recon-
struction Specifications dated January 2, 1974* appli-
cable to each group of cars in a different numbered series,
copies of which are attached hereto as Exhibit A-1.

*Revised January 14, 1974.

*When United's reporting marks are specified, this Lease is subject to the granting of all neces-
sary consents to such use by carrier, AAR, or any other approval now or hereafter required by
tariff, AAR rules, or applicable laws and regulations.

50 Ton 50'6" steel sheathed boxcars with 8' sliding doors

OLD NUMBER	NEW NUMBER	OLD NUMBER	NEW NUMBER	OLD NUMBER	NEW NUMBER
005185	050200	005261	050255	030621	050310
005189	050201	005262	050256	030626	050311
005190	050202	005263	050257	030628	050312
005191	050203	005264	050258	030631	050313
005193	050204	005265	050259	030634	050314
005194	050205	005266	050260	030640	050315
005195	050205	005267	050261	030641	050316
005197	050207	005268	050262	030642	050317
005201	050208	005269	050263	030643	050318
005202	050209	005270	050264	030652	050319
005203	050210	005271	050265	030653	050320
005204	050211	005272	050266	030654	050321
005205	050212	005274	050267	030656	050322
005206	050213	005275	050268	030657	050323
005207	050214	005276	050269	030659	050324
005208	050215	005277	050270	030663	050325
005209	050216	005278	050271	030667	050326
005210	050217	005279	050272	030668	050327
005213	050218	005280	050273	030669	050328
005214	050219	005281	050274	030670	050329
005216	050220	005282	050275	030676	050330
005217	050221	005284	050276	030680	050331
005218	050222	030501	050277	030683	050332
005219	050223	030502	050278	030688	050333
005221	050224	030503	050279	030689	050334
005222	050225	030509	050280		
005223	050226	030512	050281		
005225	050227	030518	050282		
005226	050228	030525	050283		
005227	050229	030527	050284		
005228	050230	030528	050285		
005229	050231	030529	050286		
005230	050232	030530	050287		
005231	050233	030532	050288		
005232	050234	030539	050289		
005233	050235	030544	050290		
005234	050236	030548	050291		
005236	050237	030550	050292		
005238	050238	030551	050293		
005239	050239	030554	050294		
005241	050240	030555	050295		
005242	050241	030560	050296		
005243	050242	030562	050297		
005244	050243	030566	050298		
005245	050244	030577	050299		
005247	050245	030586	050300		
005250	050246	030588	050301		
005251	050247	030594	050302		
005252	050248	030595	050303		
005253	050249	030596	050304		
005254	050250	030601	050305		
005255	050251	030603	050306		
005257	050252	030607	050307		
005259	050253	030611	050308		
005260	050254	030620	050309		

LEASE - Group No. 8

EXHIBIT "B"

Lease dated January 15, 1974, by and between United States Railway
Equipment Co., ("United") and CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD
COMPANY ("Lessee")

CERTIFICATE OF INSPECTION AND ACCEPTANCE

Chicago, Rock Island and _____, 19____.
Pacific Railroad Company
139 West Van Buren Street
Chicago, Illinois 60605

and

United States Railway Equipment Co.
2200 East Devon Avenue
Des Plaines, Illinois 60018

Gentlemen:

The undersigned, being a duly authorized inspector for United hereby certifies that he has
made an inspection of (.....) Cars bearing numbers as follows:

all as provided in the Lease, and hereby accepts such Cars
for United as being in condition for reconstruction work as
provided in Paragraph 3(b) of the Lease.

Inspector

EXHIBIT "B-1"

Lease dated January 15, 1974, by and between United States Railway
Equipment Co., ("United") and CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD
COMPANY ("Lessee")

CERTIFICATE OF INSPECTION AND ACCEPTANCE

Chicago, Rock Island and
Pacific Railroad Company
139 West Van Buren Street
Chicago, Illinois 60605

and

United States Railway Equipment Co.
2200 East Devon Avenue
Des Plaines, Illinois 60018

Gentlemen:

The undersigned, being duly authorized inspectors for
United and Lessee respectively, hereby certify that they
have each made an inspection of _____
() cars bearing numbers as follows:

all as provided in the Lease and they do each hereby accept
them as having all reconstruction work performed in compli-
ance with the Reconstruction Specifications attached to the
Lease and as otherwise being in compliance with all require-
ments of the Lease.

DATED: _____

Inspector for United

DATED: _____

Inspector for Lessee

R I D E R

RIDER No. 1 consisting of 4 pages attached to and made a part of Lease dated January 15, 1974, Group No. 8, by and between UNITED STATES RAILWAY EQUIPMENT CO. ("United") and CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY ("Lessee").

3. Reconstruction of Cars - Condition of Cars - Acceptance.

(a) United and Lessee agree that all Cars subject to this Lease are to be reconstructed at United's cost and expense in accordance with the specifications ("Specifications") attached hereto as Exhibit A-1. Reconstruction work shall be performed at (~~United's~~) (Lessee's)* facilities by (~~United~~) (Lessee)*. Cars shall be delivered to such facilities in accordance with a schedule, agreed upon by the parties, reasonably sufficient to allow the party performing the work to do so efficiently and economically; provided, however, that such delivery schedule shall provide for the delivery of all Cars by Lessee no later than three (3) years from the date hereof. United shall inspect all Cars prior to commencement of reconstruction work at any facility including Lessee's facility, and shall accept or reject Cars as to condition. All Cars delivered to a facility for reconstruction shall be in the condition required by Paragraph 10 hereof. United shall advise Lessee of the number and condition of any Car not in proper condition for reconstruction as required herein and Lessee shall itself correct any defects or substitute another Car in accordance with the provisions of that certain agreement between the parties dated January 15, 1974, pursuant to which United purchased the Cars. ("Sale Agreement")

(b) United shall issue a Certificate of Inspection and Acceptance in the form attached hereto as Exhibit B with respect to all Cars in condition satisfactory for reconstruction. Upon completion of reconstruction work United and Lessee shall promptly and jointly accept such work by executing a Certificate of Inspection and Acceptance for each Car in the form attached hereto as Exhibit B-1.

(c) Each party hereto shall have the right to have one or more representatives present from time to time during reconstruction work at the other party's facility. Such representative shall advise the parties in writing of any work performed or materials supplied which do not conform to the reconstruction specifications in order that the party responsible for performing the work can correct such deficiencies.

*Strike inapplicable material in Paragraph 3(a).

(d) United shall be liable for and shall pay the cost of performing the reconstruction work. If pursuant to subparagraph (a) above Lessee is required to perform such work at its facilities, United shall, within thirty (30) days after completion of the work and after receipt of invoice, pay to Lessee, the price for such work and material set forth in the Specifications notwithstanding Lessee's actual costs therefor.

(e) Rental payments on any Car placed by Lessee in a facility for reconstruction work to be performed by it shall abate from the date the Car is inspected and accepted at the facility until completion of the reconstruction work, but in no event for more than forty-five (45) days. Rental payments on any Car delivered to United's facility for reconstruction work to be performed by United shall abate from the date the Car is inspected and accepted at United's facility, until completion of the reconstruction work. Except to the extent and under the circumstances provided to the contrary in this Paragraph 3(e) with respect to the performance of the reconstruction work, rental payments on Cars covered by the Lease shall not abate for any reason whatsoever.

(f) United may perform reconstruction work required to be done by it at any one or more of the following of its facilities: Washington, Indiana, Atlanta, Georgia, and Lessee shall deliver Cars to such of the foregoing facilities as United may in its sole discretion direct, in accordance with the agreed upon delivery schedule. Upon completion of its reconstruction work United shall deliver the Car to Lessee f.o.t. at the facility at which the work was performed. United's obligation with respect to the completion of reconstruction work to be performed by it and delivery of the Cars to Lessee is made expressly subject to, and United shall not be responsible for, failure to complete or deliver, or delays due to labor difficulties, fire, delays and defaults of carriers and car and material suppliers, acts of God, governmental acts, regulations and restrictions, and any other causes, casualties or contingencies beyond United's control.

(g) United warrants that the work performed and material supplied by United in performing any reconstruction work to the Cars (except as to work or materials furnished, manufactured or supplied by Lessee or a party other than United, who is specified by Lessee) will be free from defects in material and workmanship under normal use and service. United's

sole obligation under this warranty shall be limited to repairing or replacing any part or parts of such work or material which shall, within one year after United shall have made delivery of such defective repairs or material, be returned to such place as United shall designate with transportation charges prepaid and which United's examination shall disclose to its reasonable satisfaction to have been defective in normal use and service. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXTENDING BEYOND THE DESCRIPTION IN THE SPECIFICATIONS FOR SUCH RECONSTRUCTION OR MATERIALS AND SHALL BE IN LIEU OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF UNITED; and United shall not be liable to Lessee for any indirect, special or consequential damages resulting from any defects in material or workmanship.

7. Rental. Lessee shall pay to United as rental for each car,

(a) From and including the date of this Lease until the date a Car is inspected and accepted for reconstruction work at a facility, the sum of \$1.35 per car per day; provided, however, that the rental shall be \$2.70 per car per day for any Car (i) not delivered by Lessee for reconstruction work in accordance with the schedule agreed upon by the parties as provided in Paragraph 3(a) hereof from the date such Car was to have been delivered until the date upon which the reconstructed Car is inspected and accepted or (ii) for which reconstruction work is not completed by Lessee within the time herein allotted therefor, whether or not the same was beyond Lessee's control, from the date such reconstruction work was to have been completed until the date upon which such reconstructed Car is inspected and accepted,

and

(b) From and including the date of acceptance of any reconstructed Car, as required in Paragraph 3(b) hereof, the sum of \$ 4.17 per car per day.

(c) If United shall notify Lessee that a change in labor costs or materials results in an increase or decrease in the actual average per car cost of reconstruction ("Actual Cost") from the estimated per car cost of reconstruction set forth in the Specifications, the rental per car set forth in Paragraph 7(b) hereof shall be increased or decreased, as the case may be, by the Monthly Rent Escalation Factor applicable to such Cars as provided in Schedule 1 of the Sale Agreement, for each dollar (to the nearest dollar) by which the Actual Cost shall have so been changed. Within fifteen (15) days after determination of the Actual Cost, but in no events more than three (3) months after all reconstruction work on the Cars is completed, adjusted total rental for the prior periods of the original lease term beginning after the acceptance of reconstruction work will be determined on the basis of a retroactive application to such periods, of the rental adjusted as herein provided. Any amount

by which the adjusted total rentals so determined for such prior periods shall be greater or lesser than the aggregate rental payments actually made by Lessee to United during such prior periods shall be paid if greater, or credited if lesser, with the next monthly rental payment during the lease term from Lessee to United. Commencing with the monthly rental payment for the lease term next due after notice given by United to Lessee of the Actual Cost, all monthly rentals for all reconstructed Cars for the balance of the lease term or any renewals thereof shall be paid at the adjusted rental herein provided. United's notice shall contain a statement certified by its chief financial officer of the Actual Cost. United shall permit Lessee to examine the records of United to verify the Actual Cost upon reasonable notice from Lessee.

Continued from end of Paragraph 17:

In the event any Car prior to reconstruction is lost or stolen or is destroyed or damaged beyond economic repair from any cause whatsoever, Lessee shall promptly inform United of such occurrence and may elect to either treat such car as though it were lost, stolen, destroyed or damaged beyond economic repair following reconstruction or as though United deemed the Car not in proper condition for reconstruction and substitute another car therefor all as provided in Paragraph 3(a) hereof.

U. S. RAILWAY MANUFACTURING COMPANY

MINIMUM REPAIR SPECIFICATION

50 TON 50'6" BOX CAR

ROCK ISLAND SERIES 30350 - 30449 - A

5 YEAR LEASE

ROCK ISLAND SERIES 30500 - 30699 - B

6-1/2 YEAR LEASE

ROCK ISLAND SERIES 5185 - 5284

6-1/2 YEAR LEASE

LEASE - GROUP NOS. 7 and 8

EXHIBIT A-1

Lease dated January 15, 1974, by and between United States Railway Equipment Co. ("United") and Chicago, Rock Island and Pacific Railroad Company ("Lessee").

In accordance with Paragraph 3(f) of the Lease, United will pay Lessee the sum of \$3,468.00 per car upon completion of reconstruction work provided for herein to each car.

I N D E X

1.00	GENERAL
2.00	BRAKES
3.00	CAR BODY
4.00	COUPLERS AND DRAFT GEARS
5.00	DOORS
6.00	INTERIOR
7.00	PAINT AND STENCILLING
8.00	ROOF
9.00	SAFETY APPLIANCES
10.00	TRUCKS
11.00	UNDERFRAME
12.00	MISCELLANEOUS

1.00 GENERAL

1.01 CONSTRUCTION

This Specification covers a repaired 50-Ton 50'6" box car with 8'0" sliding door and standard underframe. Subject car complies with AAR Interchange Rules, Department of Transportation (DOT) Safety Appliance Regulations, Railroad Freight Car Safety Standards, and meets Association of American Railroads (AAR) requirements applicable to repaired cars.

Car is within Plate "B" equipment diagram.

1.02 WORKMANSHIP

All parts required in this repair shall be fabricated, assembled, and finished in a thoroughly workmanlike manner. All steel parts shall be made to templates to assure interchangeability of parts and facilitate assembly.

Holes for rivets 3/8" diameter or less shall be finished 1/32" larger than the nominal rivet diameter. Holes for rivets larger than 3/8" shall be 1/16" larger than the nominal diameter. All parts shall be fit-up tightly before riveting and all rivets shall be driven tight and have full sized heads. Holes for two piece rivet type fasteners 1/2" diameter and larger shall be finished 1/16" larger than the nominal diameter.

Miscellaneous fasteners which are missing or have elongated holes, etc., are to be removed, reamed and replaced with one size larger fastener when using two piece rivet type fastener, i.e., originally 5/8" fastener will be replaced with 3/4", etc.

1.03 MATERIALS

All material used shall conform to AAR specifications.

All carbon steel plates, bars, shapes, sheets, and strips 1/4" thick or less shall be copper bearing, except rods.

Bolts and nuts shall be ASA hexagon having American Standard coarse threads (Class 2A external - 2B internal). Welding studs shall be flux filled and have American Standard coarse threads.

High strength bolts and nuts, where used, will be to ASTM Spec. A-325 or equivalent and torqued to requirements, if applicable.

Two-piece rivet type fasteners shall comply with AAR Manual, Page L-29, latest revision.

Lumber: Lumber shall conform to the latest revision of AAR Spec. M-907. Framing may be long and/or short leaf yellow pine; AAR group 7, Paragraph 64 or better. All framing shall be kiln dried and moisture content to be 12 to 15%.

1.03 MATERIALS (con't)

Plywood: Plywood shall be Douglas Fir Exterior Grade B-C or better per Common Standard Specification PS-1-66, latest revision.

Decking: Decking to be treated yellow pine per AAR Spec. M-907, AAR group 4, paragraph 58 or better. Treated decking is to be kiln dried and moisture content to be 15% max.

1.04 FLOOR LOAD

2-3/4" decking and stringer combination as described within this Specification does comply for minimum of a 25000# gross fork lift load.

1.05 MISCELLANEOUS

Car is to maintain its original Built Date.

All repairs are to be made in kind except for items covered in this specification.

All scrap steel and specialities are to remain the property of U. S. Railway Equipment Co.

2.00 BRAKES

2.01 BRAKE EQUIPMENT

Car is equipped with Standard AB-1012 freight car schedule which includes brake cylinder, A-B Valve, 1" combined dirt collector and cutout cock, branch pipe tee, combined auxillary and emergency reservoir, 1-1/4" angle cock, retaining valve, air brake hose with FP-5 coupling, 1-1/4" angle cock nipple.

2.02 A-B EQUIPMENT (COT&S)

Air brake equipment is to be cleaned, oiled, tested and stencilled (COT&S) as of date released from Plant. COT&S to be performed in accordance with Air Brake Co. Instruction Leaflet No. 2391, latest revision.

2.03 ANGLE COCK AND COMBINED DIRT COLLECTOR & CUT OUT COCK

Angle cock and/or combined dirt collector and cut out cock which are not operational are to be replaced with "O" ring seal key type cock.

2.04 HANDBRAKE

Handbrake is to be removed and worked in accordance with Interchange Rule 88.

2.05 RETAINING VALVE

Retaining Valve is to be relocated to the underframe area adjacent to the A-B Valve in accordance with AAR Manual of Standards and Recommended Practices, page E-45, latest revision. Retaining valve type to be in accordance with Interchange Rule 4.

2.06 ANGLE COCK HOSE

Angle cock hose is to be replaced as required per AAR Interchange Rule #5-A (Cause for Renewal). Replacement to be with either new AAR approved or reconditioned angle cock hose.

2.07 ANGLE COCK LOCATION

Angle cock location is to be checked for compliance with AAR Interchange Rule #4-E-2 and relocated if required.

2.08. BRAKE CYLINDER RELEASE VALVE

Brake cylinder release valve is NOT to be applied.

2.09. AUTOMATIC SLACK ADJUSTER

Double Acting Automatic slack adjuster is to be applied.

2.10. BRAKE PIPES

Brake pipes (1-1/4") and branch pipe (1") compression fittings must be removed and replaced with welded fabrication. Brake pipe fittings at end of car must be threaded or alternate approved type in accordance with Rule 88C.

2.11. BRAKE PIPE CLAMPS

Welded type brake pipe clamps are to be applied as required. Pipe clamp spacing to be in accordance with Air Brake Specification 2518. "U" bolt clamps, when used, are to be in compliance with AAR Interchange Rule 4-E-9.

2.12. HIGH STRENGTH BOLTS

High Strength bolts are to be applied to the combined reservoir and "A-B" valve pipe bracket in accordance with AAR Interchange Rule #4-E-7, if car is not so equipped.

2.13. SELF-LOCKING NUTS

Self locking nuts are to be applied to air brake equipment per AAR Interchange Rule #4-E-3, if car is not so equipped.

2.14. BRAKE PINS

Brake pins are to be replaced as required when worn to limits specified in AAR Interchange Rule #9-A.

2.15. BRAKE LEVERS, GUIDES AND CONNECTION RODS

Brake levers, guides and connection rods are to be replaced or repaired as required per AAR Interchange Rule #11-D when worn to limits specified in AAR Interchange Rule, #11-A.

2.16. PISTON TRAVEL

Brake rigging is to be adjusted to obtain approximately 7" piston travel at 50 PSI cylinder pressure.

3.00 CAR BODY

3.01 SIDE SHEETS

Side sheets are to be patched as required. Standard size patches are to be maintained wherever possible. If side sheets are deteriorated at the side sill angle for any long length, a complete patch is to be applied from the door post gusset to the corrugated end flange at the end of the car.

Patches are to be of .10" thick material to ASTM Spec. A570 Grade "B".

Application to be by welding or mechanical fasteners as required.

3.02 SIDE SILL ANGLE

Side sills are to be repaired as required.

3.03 THRESHOLD PLATE

New threshold plates are to be applied, as required.

Threshold plate to be of 3/16" thick material per ASTM Spec. A 575 Grade 1020.

Application to be by #3 Plow Head bolts or alternate fasteners if necessary.

Threshold plate support angles are to be replaced as required.

Support angle size to be compatible with car construction and is to be of ASTM A 575 Grade 1020 material.

Application to be by welding.

3.04 SIDE AND CORNER POSTS

Corner post and side posts which have deteriorated beyond 50% of the original section at the bottom are to have a new 12" splice applied.

Application to be by welding and/or fasteners.

3.05 DOOR OPENING

Door opening is to remain at 8'0" wide.

3.06 EXTERIOR DOOR POST GUSSET - BOTTOM

A 5/16" x 22" x 23" "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.

Gusset to be ASTM A-113 Grade "B" material.

Application to be by welding or mechanical fasteners as applicable.

3.07 END SILLS

End sills are to be replaced as required when broken and section of end sill is missing. Fractures at other areas are to be "V"ed out, welded, and interior fabricated angle applied by welding.

End sill size to be compatible with car construction and material Spec. ASTM A-36.

Application of new end sill to be by rivets or two-piece rivet type fasteners at option of U. S. Railway.

3.08 CORRUGATED END PATCH

A 3/16" thick x 25" long corrugated end patch is to be applied on end sheet as required, centered over center sill area and extending upward to center of lower outer corrugation. Fractures in corrugated end sheet are to be "V"ed out and welded prior to application of end patch.

Patch material to be per ASTM Spec. A570 Grade B.

Application to end sill to be by rivets or two-piece rivet type fasteners at option of U. S. Railway.

Application to end sheet to be by welding.

3.09 STRAIGHTENING

End and side sheets are to be straightened as required.
Straightness of side posts to be within 3/8" of vertical,
wherever possible.

Ends are to be straightened to be within 1/2" of vertical, wherever
possible.

4.00 COUPLERS AND DRAFT GEARS

4.01 INSPECTION

All draft system components are to be removed and inspected as prescribed by RFCSS Section 215.153 and Sections 215.171 through 215.193, inclusive.

4.02 DRAFT GEARS

Draft gears are to be replaced with reconditioned gears.

4.03 COUPLER BODY AND OPERATING COMPONENTS

Couplers are to be inspected per AAR Interchange Rule #16 and if condemned are to be replaced with serviceable secondhand BE-60 type couplers which meet Rules #16.

4.04 YOKES

Coupler yokes are to be inspected per AAR Interchange Rule #19 and if condemned will be replaced with serviceable secondhand Y-40 type yokes which meet these rules.

4.05 FOLLOWER BLOCKS

Follower blocks are to be replaced as required when severely worn or bent.

4.06 DRAFT KEYS

Draft keys are to be inspected per AAR Interchange Rule 16-A and when worn at any point 5/16" or more, will be replaced with a serviceable secondhand draft key.

4.07 DRAFT KEY WASHER

1/2" thick draft key washer, per AAR Interchange Rule #16, will be applied to each key, except where keyslot reinforcement patches have been applied to center sill.

4.08 DRAFT KEY RETAINER

AAR Standard or Alternate Standard draft key retainers are to be applied.

4.09 COUPLER OPERATING ROD ADJUSTMENT

Coupler operating rods are to be adjusted within 1/4" to 1/2" clearance between operating rod eye and locklift lever per Interchange Rule 16-E-15. Operating rods are to be straightened as required.

4.10 COUPLER HEIGHT

Coupler height is to be adjusted to a minimum of 32-1/2" to a maximum of 34-1/2" on an 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. If additional adjustment is required due to minimum coupler shank to striker clearance, shims will be added at the truck springs and/or bolster center plate area in accordance with Interchange Rule 16-E-13-a.

4.11 DRAFT GEAR POCKET

Draft gear pocket is to be inspected and brought within the range of 24-5/8" + 3/16". Draft lugs are to be built up by weld metal and surface
- 0"

ground smooth in areas where lugs have been worn. When pocket exceeds 24-13/16" the lugs are to be built up by weld metal and surface ground smooth in areas where lugs have been worn and have filler plates applied to the face of the back lugs by welding to bring pocket into dimension of 24-5/8" + 3/16".
- 0"

4.12 DRAFT KEY SLOTS

Key slots are to be built up by weld metal and/or plates as required.

4.13 DRAFT GEAR CARRIER

Draft gear carriers are to be straightened or replaced in kind as required. Carriers which are worn 3/16" or greater are to be replaced.

5.00 DOORS

5.01 DOOR OPENING

Door opening is to remain at 8'-0" on center line of car.

5.02 SAFETY HANGERS

Safety hangers are to be applied to doors which are now not so equipped; Design and application fo safety hanger is to be in compliance with AAR Manual, Page C-12A, latest revision.

5.03 DOOR CAR SIDE PARTS

Door car side parts and door track are to be replaced in kind as required. Design and attachment of car side parts are to be compatible with car construction.

5.04 INSPECTION

No direct light is to be seen when door is closed and inspected from inside of car. Reflective light is permissable.

5.05 DOORS

Doors are to be repaired as required in order to be operational. Repair is to consist of replacing parts in kind, welding fractures and applying patches as required. Any missing doors or doors damaged beyond repair are to be replaced with a serviceable door by the customer.

6.00 INTERIOR

6.01 DECK

Cars are presently equipped with 2-3/4" thick treated gum. Existing decking is to remain and is to be light sanded to eliminate surface roughness. Deck boards to be replaced as required.

6.02 GRAIN STRIPS

Yellow pine grain strips are to be replaced as required between the side posts. Application to be by 8d gun type ring shank nails. Caulking is to be applied between the grain strips and the floor.

6.03 SIDE LINING

Side lining boards are to be replaced as required. 25/32" T&G yellow pine side lining is to be used. Application of side lining to be by 8d gun type ring shank nails using staggered nailing pattern. Nail heads are to be set below the surface of the lining. Plywood in accordance with part 1.00, Section 1.03, of the Specification can be used at the option of the customer.

6.04 END LINING

New end lining is to be applied. 25/32" T&G yellow pine lining is to be used. Application of end lining to be by 8d gun type ring shank nails using staggered nailing patterns. Nail heads are to be set below the surface of the lining. Plywood in accordance with part 1.00, Section 1.03, of the Specification can be used at the option of customer.

6.05 END NAILERS

End nailers are to be replaced as required when rotted or excessively split. End nailers when replaced are to be secured with (4) 1/2" dia. welded studs or carriage bolts per nailer. Remaining end nailer fasteners are to be checked and tightened as required.

6.06 SIDE LINING NAILERS

When side lining indicates loose side post nailers, side nailers are to be tightened as required.

6.07 DOOR NAILERS & CLEATS

Door post nailers are to be replaced in kind as required. New nailers, when required, are to be attached to door post by three 1/2" dia. bolts or weld studs whichever is standard to car construction.

New door post cleats are to be applied by 16d ring shank type nails.

6.08 BELT RAILS

Approx. 50 cars in this group are presently equipped with DF-1 belt rails. Belt rails are to be removed and side lining is to be applied.

7.00 PAINT & STENCILLING

7.01 SANDBLASTING

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

Air Brake Equipment
Hand Brake
Slack Adjuster
Couplers
Draft Gears
Coupler Yokes

7.02 PAINTING

Exterior of car is to receive one coat of primer and one coat of finish paint to a nominal 3 mils dry film thickness. Inside of sliding doors are also to be finish painted. Color to be specified by customer.

Underframe and trucks are to receive one coat of finish paint. Interior of roof is not to be primed or finish painted. Exterior of roof is to receive one coat of finish paint. The paint manufacturer's specification and recommendations consistent with U. S. Railway's plant shop practice will be considered to be the specification of U. S. Railway.

7.03 STENCILLING

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

U. S. Railway's standard ownership stencil is to be applied at the upper lefthand corner on each side of the car.

"Keep Off Roof, No Running Board" stencil is to be applied on the "BL" side sheet adjacent to side ladder in yellow and black in accordance with DOT requirements 231.27 (i), latest issue.

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

Stencilling required by RFCSS section 215.211 to be applied.

7.04 ACI LABELS

ACI labels on metal plates are to be applied in location specified by AAR Manual of Standards & Recommended Practices, Section ACI. Attachment to be by 1/4" dia. welded studs and locknuts. Fasteners to be touched up with black paint after application of label.

7.05 MISCELLANEOUS

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

8.00 ROOF

8.01 ROOF

Roofs are to be patched as required. .10" thick patches of standard size are to be applied by welding. Complete exterior of roof is to receive one coat of finish paint. No intermediate or end roof sheets are to be replaced.

Roof will not be sandblasted prior to paint application.

End roof sheets are to be replaced as required.

9.00 SAFETY APPLIANCES

9.01 HORIZONTAL END HANDHOLDS

3/4" dia. horizontal end handholds are to be applied at both ends of the car in accordance with DOT requirements 231.27 (i) for cars without roof hatches. The long horizontal handhold on the "A" end of the car is to have an intermediate support.

Handhold brackets are to be of ASTM A575 Grade 1020 material.

Application of handholds to be by 1/2" dia. rivets or two-piece rivet type fasteners at the option of U. S. Railway.

9.02 END & SIDE LADDERS

"A" end and side ladders are to be shortened to a four grab ladder in accordance with DOT requirements 231.37 (i).

"B" end and side ladders are to be maintained and straightened or repaired as required.

9.03 ROOF HANDHOLD

Existing roof handhold is to be reapplied at the "BL" corner only. Back up plates are to be applied on the underside of the roof sheet and are to be heavily caulked before application of handhold. Application of handhold is to be by 1/2" dia. rivets or two-piece rivet type fasteners at the option of U. S. Railway.

9.04 HANDBRAKE

Handbrake and step are to remain in the high position.

9.05 RUNNING BOARD

Running boards are to be removed by burning off running board attachment bolts. Saddles are to remain attached to roof seam caps.

9.06 SAFETY APPLIANCES

All ladders, grabs, steps, etc., are to be straightened or replaced as required.

10.00 TRUCKS

10.01 INSPECTION

Trucks are to be removed from car and dismantled for inspection. All trucks will be 50-Ton capacity with 5-1/2" x 10" journals.

10.02 TRUCK BOLSTERS

Truck bolsters are to be inspected in accordance with RFCSS Section 215.123 and repaired as required. Bolsters which are condemned are to be replaced with serviceable secondhand bolsters meeting Interchange Rule 47.

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

Stabilizing friction shoe pockets are to be repaired in accordance with vendor's repair specifications.

10.03 TRUCK SIDE FRAMES

Truck side frames are to be inspected in accordance with RFCSS Section 215.123 and repaired as required. Truck side frames which are condemned are to be replaced with serviceable secondhand truck side frames meeting Interchange Rule 48.

Side frame column wear plates are to be replaced as required. Wear plates to be C-1045 material. Application to be by welding.

10.04 JOURNAL STABILIZING

AAR approved type journal stops are to be applied. Insert type stop will be used per Interchange Rule 32.

10.05 JOURNAL BOX LID & SEALS

Journal box lids are to be replaced as required with a secondhand serviceable lid per Interchange Rule 33. Boxes will be in accordance with RFCSS section 215.83.

AAR approved journal box lid seals are to be applied.

10.06 JOURNAL BOX REAR SEALS

AAR approved journal box rear seals are to be applied per Interchange Rule 33.

Top of seal is to receive a coat of sealant except on rear seals which require a dust guard plug in accordance with Interchange Rule 33 (E).

10.07 JOURNAL LUBRICATORS

AAR approved lubricators are to be applied in accordance with Interchange Rule 24 and RFCSS section 215.85.

Lube dates, stencil, etc., is to be in accordance with Interchange Rule 25.

10.08 TRUCK STABILIZING FRICTION SHOES

Friction shoes are to be inspected per Interchange Rule 47 (A) and RFCSS section 215.123, and are to be replaced as required with new friction shoes which are standard to truck.

10.09 TRUCK SPRINGS

Truck springs are to be removed, inspected, gaged, and regrouped per Interchange Rule 50 (A) and RFCSS section 215.123. Springs condemned by this rule are to be replaced with secondhand serviceable springs complying with Rule 50.

Truck spring group is to be for gross rail load of 177,000#.

10.10 BRAKE BEAMS

Trucks are to be equipped with a minimum of #18 serviceable brake beams. Brake beams are to be replaced as required when condemned per Interchange Rule 6 and RFCSS section 215.123. Beams to be replaced with type standard to truck.

10.11 BRAKE SHOES

All brake shoes are to be AAR-1-B, high phosphorous cast iron meeting the requirements of Interchange Rule 12 and RFCSS section 215.123.

10.12 JOURNAL BEARINGS

Journal bearings are to be inspected and replaced in accordance with RFCSS 215.89 and Interchange Rule 30, with new or relined 5-1/2" x 10" steple back bearings, as required when bearing is condemned by Interchange Rule 30. New bearing size is to be determined by gaging journal size as outlined in Rule 30.

10.13 JOURNAL BEARING WEDGE

Journal bearing wedges are to be inspected and replaced in accordance with RFCSS 215.91 and Interchange Rule 31. Replacement wedge to be new or secondhand servicable meeting Rule 31 requirements.

10.14 WHEEL SETS

All wheel sets used on cars will be in accordance with RFCSS 215.43, 215.45, and 215.53, and Interchange Rules 41 and 42.

10.15 BOLSTER CENTER PLATE LUBE

Bolster center plates are to be lubricated in accordance with Interchange Rule 47-E.

11.00 UNDERFRAME11.01 FLOOR STRINGERS

Three floor stringers, end sill to end sill, to be 3" I-beam at 5.7#/foot conforming to ASTM A-36 to comply with the 25,000 pound fork lift truck loading requirement per Interchange Rule 88.

11.02 BODY BOLSTER AND REINFORCEMENTS

Body bolster to be inspected in accordance with RFCSS 215.153, with required repairs as follows:

Bolster top cover plates are to be repaired as required by "V"ing out cracks, welding and application of (2) two 6" channels at 12#/ft. across top cover plate extending to include side sill angles. Attachment to top cover plate to be by 1/4" fillet weld. Attachment to side sills to be by 3" x 2" x 1/4" hold down angles welded to side sill and top of reinforcement channels. Channels to be ASTM A-36 material.

A 6" x 3-1/2" x 5/16" connection angle is to be applied at each bolster web to center sill area. Attachment to web is to be by 1/4" slot and fillet welding. Attachment to center sill is to be by two-piece rivet type fasteners connecting connection angle, center sill and center filler together or by welding whichever is standard to car construction. Connection angle to be either ASTM A-113 or A-36 material.

All vertical cracks in bolster webs are to be "V"ed out and welded. A vertical tie plate 5/16" thick is to be applied between the bolster top and bottom cover plates in these cracked areas. Attachment to cover plates is to be by welding. Tie plate material to be ASTM A-113.

All other cracks to be "V"ed out and welded prior to any patches being applied.

11.03 CROSSBEARERS

Crossbearers are to be inspected in accordance with RFCSS 215.153 and repaired as required.

11.04 CROSSTIES

Crossties are to be inspected in accordance with RFCSS 215.153 and straightened and repaired as required, and reinforced to meet 25,000# lift truck load requirement.

11.05 BODY CENTER PLATES

Body center plates are to be inspected in accordance with RFCSS 215.153 and repaired or replaced as required. When new center plates are required or existing fasteners are loose, (4) 7/8" dia. two-piece rivet type fasteners are to be applied, one at each corner and a 3/8" fillet weld completely around the base, stopping short of the radius at each corner, attaching center plate to the bolster sole plate.

11.06 SPARK SHIELDS

#14 Gage galvanized spark shields are to be applied. Shields to cover exposed floor between side sill and center sill and applied in accordance with FRA Emergency Order No. 3.

Material to be galvanized sheet to ASTM Spec. A446, Grade "A".

Application to underframe to be by welding.

11.07 SIDE SILL REINFORCEMENT

Existing side sill reinforcement is to remain and a new 10-1/2" x 3" x 5/16" formed angle shaped reinforcement is to be applied.

New reinforcement is to extend from bolster to bolster and is to overlap side sill angle by 1/2". 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.

New reinforcement is to be fabricated in three pieces of ASTM A-113 material with center piece spliced beyond each door post. Splices to be groove welded and have reinforcement angle applied at bottom flange.

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

11.08 JACKING PAD

A 4" x 1/4" x 14" long jacking pad is to be applied at each bolster area. Three vertical gussets are to be applied between jacking pad and bolster bottom cover plate.

Jacking pad and gussets are to be ASTM A-36 material.

Attachment to be by 3/16" fillet welds.

12.00 MISCELLANEOUS

12.01 ROUTING AND PLACARD BOARDS

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

Routing and placard boards are to be 25/32" yellow pine.

Attachment of brackets to car body to be by welding.

Brackets are to be replaced as required.

12.02 SHIPPING CONDITION

The interior of each car is to be cleaned and in suitable condition acceptable for loading when released.

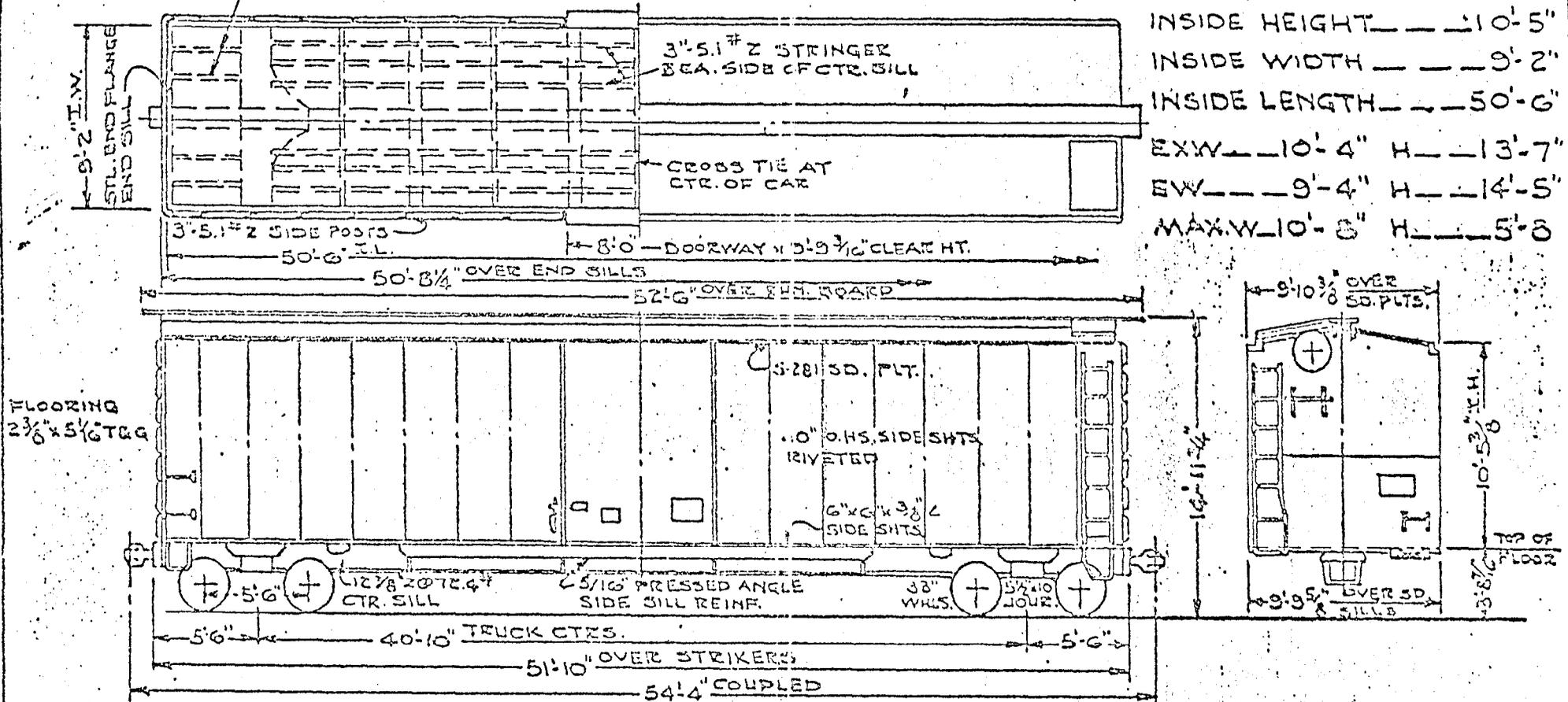
12.03 DEFECT CARD HOLDER

Defect card holder is to be applied in accordance with AAR standard practice.

2 EA. SIDE OF CTR. SILL
BOLS. TO END SILL

50 TON 50'-6" STEEL SHEATHED BOX

A.A.R. DESIGNATION "XM"



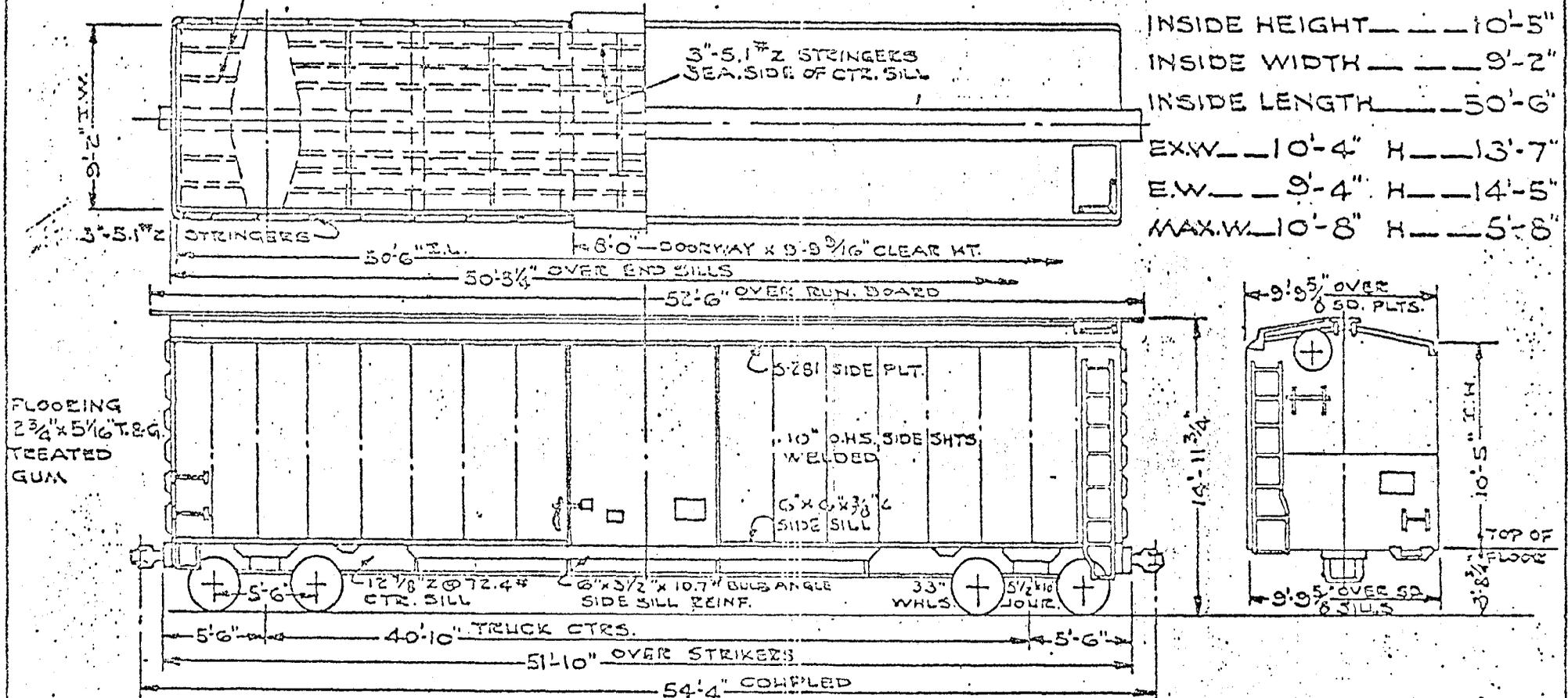
BUILT BY	PHLL. STD. LOT NO. 8183-A	1954
WEIGHT	51800	LBS.
CUBIC CAPACITY	4840	CU. FT.
UNDERFRAME	WELDED 12 7/8" x 20 7/8" CTR. SILL	
SUPERSTRUCTURE	STEEL FRAMED 10" O.H.S. STL. SHD.	
STEEL END	O.H.S. CORR.	PHLL. STD.
ROOF	7/16 GA. C.B. GALV. RIVETED	PULL - STD.
SIDE DOOR	STEEL ROLLER LIFT	CAMEL
RUN. BOARD	WELD FORGED	U.S. GYP SHM CO.
BRAKE STEP	WELD FORGED	U.S. GYP SHM CO.
HAND BRAKE	A.A.R. CERT.	AJAX
BODY BRAKE	"AB" 10-12	W.A.B.

TRUCKS	BARBER 3-2-A	WITH TIE BAR
JOURNALS	5 1/2" x 10"	
SIDE FRAME	CAST STEEL INTEGRAL BOX	
BOLSTER	CAST STEEL	
BRAKE BEAM	A.A.R. #18	UNIT
SIDE BEARINGS		ROLLER
SPRINGS	A.A.R. D-3	2 1/2" TRAVEL
WHEELS	33" DIA.	1-W STEEL

2 EA. SIDE OF CTR. SILL
BOLS. TO END SILL

50 TON 50'-6" STEEL SHEATHED BOX

A.A.R. DESIGNATION "X.M"



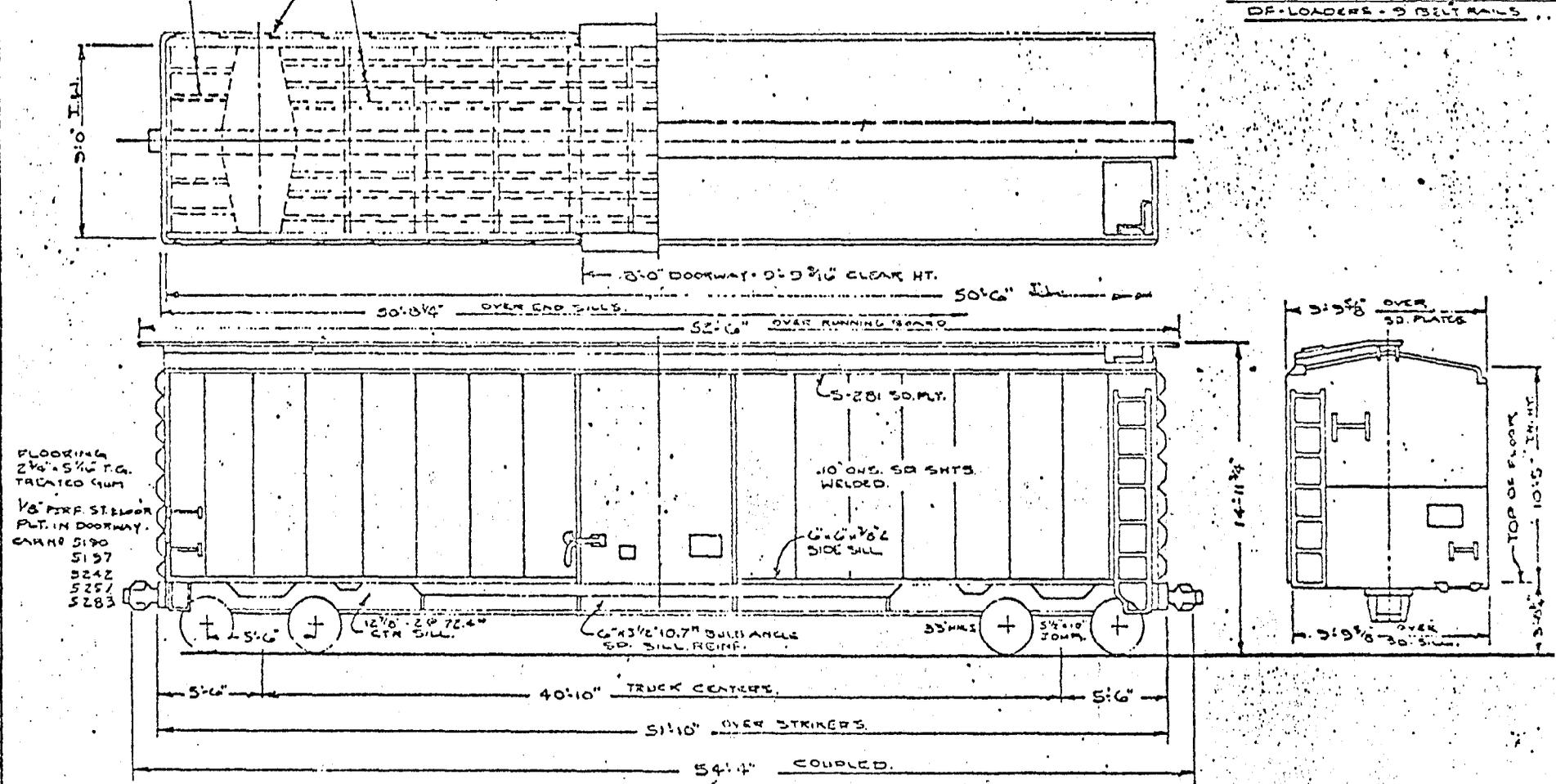
INSIDE HEIGHT — 10'-5"
 INSIDE WIDTH — 9'-2"
 INSIDE LENGTH — 50'-6"
 EX.W. — 10'-4" H. — 13'-7"
 E.W. — 9'-4" H. — 14'-5"
 MAX.W. — 10'-8" H. — 5'-8"

BUILT BY	A.C.F. CO. LOT NO 01-4554.	1955
WEIGHT	52600 LBS.	
CUBIC CAPACITY	4825 CU. FT.	
UNDERFRAME WELDED	12 7/8" Z @ 72.4# CTR. SILL	
SUPERSTRUCTURE	STL. FRAMED. 10" O.H.S. WELDED STL. SHD.	
STEEL END O.H.S. CORR.	DREADNAUGHT	
ROOF	14GA. O.H.S. RIVETED DIAG. PANEL STRY. EQ. CO.	
SIDE DOOR	ROLLER LIFT #47 CAMEL	
RUN. BOARD	METAL "TRI-LOK"	APEX
BRAKE STEP	METAL "TRI-LOK"	APEX
HAND BRAKE	A.A.R. CERT. VERT-WHL.	AJAX
BODY BRAKE	"AB" 10-12	W.A.B.

TRUCKS	RIDE CONTROL A-3
JOURNALS	5 1/2" x 10"
SIDE FRAME	CAST STEEL INTEGRAL BOX
BOLSTER	CAST STEEL
BRAKE BEAM	A.A.R. #18 UNIT
SIDE BEARING	ROLLER
SPRINGS	A.A.R. D-3 2 1/2" TRAVEL
WHEELS	33" DIA. 1-W STEEL

SILL BOLTS TO END SILL. EACH SIDE CTR. SILL. 50' 10" 50' 0" STEEL ORIENTED BUA

RENUMBERED FROM 30580-30699
DF-LOADERS - 9 BELT RAILS



BUILT BY A.C.&F.	LOT N ^o 01-4554	1955
RENUMBERED & DF LOADERS APPLIED		1956
BODY BRAKE		AB 10-12
DRAFT GEAR	A.A.R. VERT.	24 5/8" POCKET
COUPLER	6 1/4" x 8"	TYPE "E"
COUPLER YOKE		VERT. KEY CONNECTED
TRUCKS		A3 RIDE CONTROL
SPRINGS	A.A.R. D3	2 1/2" TRAVEL
SIDE DOOR	ROLLER LIFT N ^o . 47	CAMEL

A.A.R. MECH. DESIGNATION	XL
A.A.R. CAR TYPE CODE	A 230
CUBIC CAPACITY	4737 CU. FT.
BODY WEIGHT (INCL. "DF" LOADER EQUIP.)	43900 LBS.
TRUCK WEIGHT	14200 LBS.
LIGHT WEIGHT (INCL. "DF" LOADER EQUIP.)	58100 LBS.
INSIDE WIDTH	9'-0"
INSIDE LENGTH	50'-6"
EXTREME WIDTH	10'-8" HT - 5'-8"
UPPER EAVES WIDTH (EW)	9'-4" HT - 14'-5"
LOWER EAVES WIDTH (EXW)	10'-4" HT - 13'-7"
EXTREME HEIGHT	14'-11 3/8"

FILE 1190-21