



Paul J. Graf
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Transportation Systems & Industrial Group

The East Tower
2550 Golf Road
Rolling Meadows, Illinois 60008

12981 A
RECORDATION FILED FILED 1425

Telephone 312/640-7000

MAR 2 1981 11:20 AM

INTERSTATE COMMERCE COMMISSION

February 9, 1981

Date 3/2/81
Fee \$ 10.00

ICC Washington, D.C.

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

RE: Recordation of Schedule 2 between United States Railway Leasing Company
and Pacific Coast Transportation

Dear Mrs. Lee:

We are enclosing for filing and recording three fully executed counterparts
of the above mentioned Schedule.

Also enclosed is the Lessor's check in the amount of \$10.00, representing
the recordation fee. Upon recordation, kindly return the originals to
the undersigned at the letter-head address.

Very truly yours,

Paul J. Graf

PJG:sm

Enclosures

MAR 2 1981 - 10:30 AM

UNITED'S LOT NO. 1892

INTERSTATE COMMERCE COMMISSION Schedule 2

Page 1 of Schedule 2 dated November 14, 19 80 to Lease dated August 20, 19 80 by and between United States Railway Leasing Company ("United") and Pacific Coast Transportation ("Lessee")

TYPE AND DESCRIPTION OF CAR:

New 100 Ton 56'8" Bulkhead Flat

NUMBER OF CARS:

15

INTERIOR EQUIPMENT:

Extension Bulkheads & Lading Strap Anchors - Inboard and outboard

SPECIAL LININGS:

None

PERMITTED LADING USE:

None

*REPORTING MARKS AND NUMBERS:

NOKL - 2900 - 2914

SPECIFICATIONS DESIGNATED BY LESSEE:

Cars to be painted per Lessee's specifications

INITIAL F.O.T. DELIVERY POINT:

Ashland City, Tennessee

*When United's reporting marks are specified, this lease is subject to the granting of all necessary consents to such use by carrier or any other approval now or hereafter required by tariff, Interchange Rules or other applicable laws and regulations.

Page 2 of Schedule 2 dated November 14, 1980 to Lease dated August 20, 1980, by and between United States Railway Leasing Company ("United") and Pacific Coast Transportation ("Lessee")

LEASE TERM: 15 Years

MONTHLY RENTAL: \$ 632.00

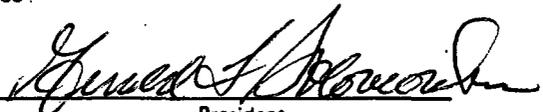
CONSTANT FACTOR: \$ 572.00

SERVICE FACTOR: \$ 60.00

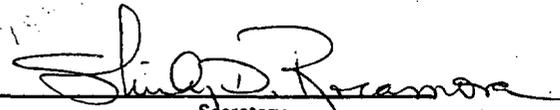
CURRENT LABOR RATE: \$ 38.04

SPECIAL TERMS: None

Pacific Coast Transportation
Lessee

By 
President

[CORPORATE SEAL]
ATTEST:


Secretary

UNITED STATES RAILWAY
LEASING COMPANY

By 
Senior Vice President

[CORPORATE SEAL]
ATTEST:


ASST. Secretary

RIDER 1

Rider consisting of 1 page attached to and made a part of Schedule 2
dated November 14, 1980 to Lease dated August 20, 1980
by and between United States Railway Leasing Company ("United") and
Pacific Coast Transportation ("Lessee").

MATERIAL AND LABOR COST ESCALATION CLAUSE

The rental herein is based in part upon the cost of labor and delivered materials incurred by manufacturer in manufacturing the Cars. If, prior to the completion of manufacture of all the Cars, the manufacturer shall incur an increase in such costs of delivered materials or labor or both over such costs prevailing as at the date hereof, the rental provided herein shall be increased as hereinafter set forth. Any increase in the manufacturer's costs of delivered materials or labor or both for any part or all of the Cars effective after July 14, 1980 but prior to the completion of manufacture of all Cars shall be divided by the total number of Cars and the amount so obtained shall be called the "Car Cost Increase". The rental specified in the Schedule shall be increased by \$.010 per month per Car for each dollar (to the nearest dollar of the Car Cost Increase) and such increased rental shall be retroactively effective as to all Cars from the date hereof. As promptly as reasonably possible after completion of the manufacture of all Cars, United will notify Lessee of the Car Cost Increase and the increased rental (including basis for its computations) as well as of any amounts which are owed to United on account of the retroactive application of the increased rental to all Cars covered by the Lease. Lessee shall make payment of any rental so due with the next monthly rental payment due under the Lease. The "Car Cost Increase" due to labor cost increase shall be determined by increasing the cost of each Car \$ 10.67 for each one cent (1¢) or fraction thereof increase in the average hourly wage rate occurring prior to or during manufacture of the Cars. The labor rate shall include fringe cost such as, but not limited to, pension plan, vacation and holiday pay, payroll taxes and insurance.

Lessee *[Signature]* United *[Signature]*