

Paul J. Graf
Group Attorney
Transportation Systems & Industrial Group

EVANS
PRODUCTS COMPANY

The East Tower
2550 Golf Road
Rolling Meadows, Illinois 60008

13195
RECORDATION NO. 13195 File# 1425

JUL 21 1981 - 8 11 AM Telephone 312/640-7000

INTERSTATE COMMERCE COMMISSION RECORDATION NO. 13195 File# 1425

RECORDATION NO. 13195 File# 1425

JUL 21 1981 - 8 11 AM

July 17, 1981 INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 13195 File# 1425

JUL 21 1981 - 8 11 AM
INTERSTATE COMMERCE COMMISSION

DATE 7/21/81
FEE \$ 70.00

RECORDATION NO. 13195 File# 1425

Mrs. Mildred Lee
Secretary
Interstate Commerce Commission
Office of the Secretary
Washington, DC 20423
JUL 21 1981 - 8 11 AM
INTERSTATE COMMERCE COMMISSION

JUL 21 1981 - 8 11 AM

INTERSTATE COMMERCE COMMISSION

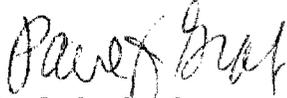
RE: Recordation of Lease, and four Schedules between United States Railway Leasing Company and Pacific Coast Transportation Company

Dear Mrs. Lee:

Enclosed for filing and recording are four fully executed counterparts of the above mentioned lease.

Also Enclosed is the Lessor's check in the amount of \$90.00, representing the recordation fee. Upon recordation, kindly return the originals to the undersigned at the letterhead address.

Very truly yours,



Paul J. Graf

PJG:sm

Enclosure

Schedule 2Page 1 of Schedule 2 dated February 14, 19 80 to Lease datedMarch, 19 79 by and between United States Railway Leasing Company("United") and Pacific Coast Transportation Co. ("Lessee")

JUL 21 1981 - 8 55 AM

INTERNATIONAL COMMERCE COMMISSION

TYPE AND DESCRIPTION OF CAR:

New 50' 6" 70-Ton Boxcars

NUMBER OF CARS:

35

INTERIOR EQUIPMENT:

(7) Belt Rails, (14) Crossmembers and (6) Deckboards

SPECIAL LININGS:

None

PERMITTED LADING USE:

Non-corrosive commodities

*REPORTING MARKS AND NUMBERS:

NOKL 2100-2134

SPECIFICATIONS DESIGNATED BY LESSEE:

Cars to be painted by Lessee

INITIAL F.O.T. DELIVERY POINT:

Ranier, Minnesota

*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 February 14, 19 80 to Lease dated March 27, 19 79, by and between United States Railway Leasing Company ("United") and Pacific Coast Transportation Co. ("Lessee")

LEASE TERM: 15 Year Term

MONTHLY RENTAL: \$518.50

CONSTANT FACTOR: \$456.00

SERVICE FACTOR: \$ 62.50

CURRENT LABOR RATE: \$ 31.32

SPECIAL TERMS:

Pacific Coast Transportation Co.
Lessee

By *Harold J. Monahan*
President

[CORPORATE SEAL]
ATTEST:

Jandra P. Waase
Secretary

UNITED STATES RAILWAY
LEASING COMPANY

By *Arthur C. Sullivan*
Senior Vice President

[CORPORATE SEAL]
ATTEST:

Reverend B. Long
ASST. Secretary

RIDER 1

Rider consisting of 1 page attached to and made a part of Schedule 2
dated February 14, 1980 to Lease dated March 27, 1979
by and between United States Railway Leasing Company ("United") and _____
Pacific Coast Transportation Co. ("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 February 1, 1979 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 \$.0108 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 \$ 9.73 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 *James H. Woodward* United *Clinton C. Latta*