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February 8, 1982

13587  
RECORDATION NO. .... Filed 1425

Mrs. Mildred Lee  
Secretary  
Interstate Commerce Commission  
Washington, DC 20423

MAR 4 1982-9 52 AM  
INTERSTATE COMMERCE COMMISSION

Dear Mrs. Lee:

I have enclosed four originals of the document described below to be recorded pursuant to Section 11303 of the Title 49 U.S. Code.

The document included is a Lease, a primary document dated July 24, 1981.

The names and addresses of the parties to the document follows:

Lessor: Evans Railcar Leasing Company  
2550 Golf Road  
Rolling Meadows, IL 60008

Lessee: Green Bay and Western Railroad Company  
P.O. Box 2507  
Greenbay, WI 54306

A description of the equipment covered by the document follows:  
One Hundred (100) New 3000 c.f. 100-ton Covered Hopper Cars - GBW 9000-9099, AAR #L152.

A fee of \$50.00 is enclosed. Please return three originals not needed by the Commission for recordation to Paul J. Graf, Evans Products Company, 2550 Golf Road, Rolling Meadows, IL 60008.

A short summary of the document to appear in the index follows:  
Lease Agreement between Evans Railcar Leasing Company, 2550 Golf Road, Rolling Meadows, IL 60008, Lessor, and Green Bay and Western Railroad Company, P.O. Box 2507, Greenbay, WI 54306, Lessee dated July 24, 1981 and covering One Hundred (100) New 3000 c.f. 100-ton Covered Hopper Cars.

Very truly yours,

Paul J. Graf

PJG:sm

Enclosures

L-0208  
7/29/81

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RECORDATION NO. .... Filed 1425

MAR 4 1982-9 52 AM

INTERSTATE COMMERCE COMMISSION

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of July 24, 1981, between EVANS RAILCAR LEASING COMPANY, an Illinois corporation with offices at 2550 Golf Road, Rolling Meadows, Illinois, 60008 ("Lessor") and GREEN BAY AND WESTERN RAILROAD COMPANY, a Wisconsin corporation with offices at Green Bay, Wisconsin, 54306 ("Lessee").

I. Scope of Agreement

A. Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor the freight cars (the "Cars") described in any lease schedules executed by the parties concurrently herewith or hereafter and made a part of this Agreement. The word "Schedule" as used herein includes the Schedule executed herewith and any additional Schedules and amendments thereto, each of which when signed by both parties shall be a part of this Agreement.

B. The parties agree that the first one hundred (100) Cars to be leased hereunder shall be 3000 cubic foot capacity, 100-ton covered hopper Cars more fully described in Schedule I hereto to be manufactured by Evans Product Company, Rail Car Division in accordance with specifications set forth in Exhibit A to Schedule I attached hereto and which shall have an UMLER value of \$39,999 or less (inclusive of capitalized freight costs). The 100 Cars shall be delivered to and accepted by Lessee on or before September 30, 1981, or such later date if extended by events of force majeure. If any event of force majeure shall occur, Lessor shall promptly notify Lessee of such occurrence and also of the date when the event of force majeure ceases.

C. It is the intent of the parties to this Agreement that Lessor shall at all times be and remain the lessor and owner of all Cars. Lessee agrees that it will at no time take any action or file any document which is inconsistent with the foregoing intent and that it will take such action and execute such documents as may be necessary to accomplish this intent.

2. Term

A. The Lease shall commence with respect to any of the Cars upon delivery to Lessee as defined in Section 2.B. hereof. This Agreement shall remain in full force until it shall have been terminated to all of the Cars as provided herein. The term of lease with respect to all of the Cars described on any Schedule shall be for fifteen (15) years (the "Initial Lease Term") computed from the "Average Date of Delivery" of the Cars on such Schedule.

B. "Average Date of Delivery" shall mean with respect to the Cars on a Schedule that date which is determined by (i) multiplying the number of Cars under the applicable Schedule delivered by Lessor to Lessee on each day by the number of days elapsed between such day and the date of delivery of the first Car under the applicable Schedule, and (ii) adding all of the products so obtained and dividing that

sum by the total number of Cars delivered under the applicable Schedule, and (iii) adding such quotient rounded out to the nearest whole number to the date of delivery of the first Car under the applicable Schedule. The date of delivery of a Car shall be deemed to be the day following delivery of such Car in interchange condition to the lines of the Lessee. Upon delivery of all Cars under any Schedule to Lessee, Lessor and Lessee shall execute a certificate specifying the Average Date of Delivery. Such certificate shall be attached hereto as Exhibit B to the applicable Schedule.

C. If this Agreement has not been earlier terminated and no default has occurred and is continuing, it shall automatically be extended for periods of twelve months each (the "Extended Lease Term") with respect to all of the Cars on any schedule, provided, however, that Lessor or Lessee may terminate this Agreement at the end of or after the Initial Lease Term as to all, but not fewer than all, of the Cars on any schedule by written notice delivered to the other not less than three months prior to the end of the Initial Lease Term or any Extended Lease Term.

D. Notwithstanding any termination of this Agreement, whether upon the expiration of the term of this Agreement or otherwise, Lessee shall continue to collect all Per Diem Payments and Mileage Payments (both as hereinafter defined), all rental payments and other sums payable with respect to a Car (including insurance benefits or railroad or lessee indemnity payments payable in connection with any damage to or loss or total destruction of a Car), and to arrange for payment by Lessor of all expenses, taxes and other charges on Cars, due for or with respect to periods prior to such termination of this Agreement, and Lessee shall be obligated to pay to Lessor its rent as provided herein.

E. If on the termination date as provided in this Section 2 any of the Cars are subject to subleases which terms extend beyond that date, then as to those Cars the term of this Agreement shall be extended to and expire on the termination date or dates of those respective subleases, provided, however, that the Lessee shall use its reasonable diligence to replace the Cars subject to any sublease with other cars so the Cars can be returned to Lessor.

### 3. Supply Provisions

A. Lessor shall, at its sole expense, inspect each of the Cars tendered by the manufacturer and confirm in writing to Lessee that each Car strictly conforms to the equipment specifications set forth in Exhibit A to the applicable Schedule attached hereto and to all applicable governmental regulatory requirements by its execution of a Certificate of Inspection and Acceptance. Lessee may, at Lessee's expense, select a person to inspect the sample Car (which will be made available for Lessee's inspection prior to the commencement of deliveries) and each of the Cars tendered by the manufacturer. In the event that Lessee inspects any Car, no such Car shall be accepted by Lessor from the manufacturer unless both the Lessor and Lessee agree that such Car conforms to the specifications on Exhibit A to the applicable Schedule and all applicable governmental regulatory requirements. If Lessee desires to inspect any Car, Lessee shall make such inspection within ten (10) days of receiving notice from Lessor that the manufacturer of the Cars has tendered the Cars to the Lessor.

B. The Cars shall be moved by Lessor to Lessee's railroad line as soon after acceptance by Lessor from manufacturer as is reasonably practicable. Lessee shall give preference to Lessor and shall load the Cars leased from Lessor prior to loading

substantially similar freight cars to the Cars and which are (i) leased from other parties subsequent to the date of this Agreement pursuant to a new lease; (ii) purchased by Lessee subsequent to the date of this Agreement; or (iii) interchanged with railroads; provided, however, that this shall in no event prevent or prohibit Lessee from fulfilling its common carrier obligations to provide transportation and facilities upon reasonable request therefore to shippers; and provided further that this shall in no event unreasonably disrupt Lessee's normal operations.

C. If, during the term of this Lease Agreement, the Lessee shall determine that a need exists for all or a portion of the Cars to be lined, Lessor shall at Lessor's option:

- (i) deliver at its expense to the lines of the Lessee new lined Cars of substantially similar design;
- (ii) deliver at its expense to the lines of Lessee lined cars of an age and in a condition comparable to the Cars; or
- (iii) cause the Cars to be lined.

In all cases (a) the preparation for lining and the lining shall be in compliance with the recommendations of the lining material manufacturer for the service intended and in accordance with accepted industry practice; (b) the expense of preparation for lining shall be borne by the Lessor and the expense of the application of lining shall be borne by the Lessee; (c) the lined Cars shall be substituted for such number of the Cars as Lessee shall designate and upon such substitution become Cars hereunder; (d) Lessor shall at its expense remove the Cars for which lined Cars have been substituted from the tracks of Lessee; (e) the UMLER value for each lined Car shall be adjusted in a manner mutually agreeable to Lessor and Lessee to reflect the actual expense of lining as a betterment. In the event that new lined Cars are delivered, the UMLER value shall be the sales price to Lessor of said new Cars inclusive of capitalized freight costs; provided, however, that such sales price shall be reasonable and acceptable to Lessee.

#### 4. Railroad Markings and Management of Cars

A. Lessor and Lessee agree that on or before delivery of any Cars to Lessee, Lessee will permit and Lessor shall cause the Cars to be lettered by the manufacturer with the railroad markings of Lessee. Lessee will also permit and Lessor will cause the Cars to be marked with the name and/or other insignia used by Lessee. Such name and/or insignia shall comply with all applicable regulations.

B. Lessee will maintain plaques or markings placed on the Cars by Lessor, or cause such plaques and markings to be placed on the Cars as directed by Lessor at Lessor's expense, to protect Lessor's rights and the rights of Lessee and any holder or assignee (lien holder), and make any additions thereto or changes thereof at Lessor's expense required by law or reasonably requested by Lessor to protect such rights. Lessee shall at Lessor's expense replace promptly any such markings which may be removed, defaced, or destroyed. Except as provided in this Subsection, Lessee will use reasonable diligence not to allow the name of any person, association, or corporation to be placed on any Car in such a way as to assert a claim of ownership. This Subsection does not, however, prevent the marking of any Car with the name of a shipper, lessee or deploying railroad.

C. Lessee shall during the term of this Agreement prepare and file all documents relating to the registration, maintenance and record keeping functions involving the Cars. Such documents shall include but are not limited to the following: (i) registration in the Official Railway Equipment Register and the Universal Machine Language Equipment Register; and (ii) such reports as may be required from time to time by the ICC and/or other regulatory agencies.

D. So long as the Cars are subject to this Agreement, they shall carry no marks other than those specifically provided in Sections 4.A. and B. hereof.

E. Lessee shall perform all record keeping functions related to the use of the Cars by Lessee and other railroads in accordance with AAR railroad interchange agreements and rules, including, but not limited to, car hire reconciliation. Correspondence from railroads using such Cars shall be addressed to Lessee.

F. All record keeping performed by Lessee hereunder and all record of payments, charges and correspondence related to the Cars shall be recorded and maintained by Lessee in a form suitable for reasonable inspection by Lessor, or an agent designated by it, from time to time during regular business hours. Lessee will furnish copies of any such records to Lessor upon request.

G. All Per Diem Payments, Mileage Payments, sublease payments, if any, and all other revenue and sums (including insurance benefits or railroad or lessee indemnity payments payable in connection with any damage or loss or total destruction of a Car as provided in Subsection 4.J. hereof) due from other railroad companies or others with respect to the Cars shall be payable to Lessee and Lessee shall use reasonable diligence to effect prompt collection thereof. Lessee will pay expenses arising out of the use of the Cars out of the receipts from such Cars including, but not limited to, repairs, maintenance and taxes.

H. Lessee shall promptly pay all bills and expenses properly incurred by Lessee under this Agreement. To the extent that the receipts from the Cars are not sufficient to cover these expenses, Lessor will reimburse Lessee for any such deficiency within fifteen (15) days of Lessor's receipt of a bill for such deficiency.

I. In the event a Car is damaged or destroyed, Lessee shall notify Lessor in writing of the occurrence of such event and shall have the authority to settle on the Lessor's behalf (after prior written notice to the Lessor which has not been objected to by Lessor within ten days of such notice), in accordance with AAR Code of Rules or any applicable insurance policy and notice of such action shall be given to Lessor.

J. Lessee will use reasonable diligence to collect all sums due from any railroad, insurance company or other person as the result of damages to, or loss or total destruction of, a Car during the term of this Agreement and to remit all sums due Lessor as hereinafter provided.

K. If requested by Lessor, Lessee shall at the expiration of this Agreement use reasonable efforts to assist Lessor in placing the Cars under a lease arrangement or management arrangement; provided, however, that any costs incurred by Lessee in connection with such assistance shall be a Lessor's sole and direct expense and provided further, that Lessee shall be paid reasonable compensation for such services.

L. After prior written notice to Lessor, which has not been objected to by Lessor within fifteen (15) days of such notice, Lessee shall have the authority to retain the services of attorneys at Lessor's expense in order to enforce or defend any claim resulting from the deployment or recovery of or damage to the Cars, to contest any taxes or other charge with respect thereto, and to treat the expense thereof as Operating Expenses (as hereinafter defined).

M. Lessee will perform for Lessor at Lessor's expense such other services incidental to the foregoing as may from time to time be reasonably requested by Lessor in connection with the leasing and operation of the Cars.

N. Lessee shall have the authority that is necessary to perform its duties under this Section 4 without the need for obtaining Lessor's further consent, except as otherwise specifically provided herein.

5. Maintenance, Taxes and Insurance

A. Maintenance, Alterations and Repairs

(i) Running Repairs

Lessee will arrange for running repairs, to be performed in accordance with standards generally accepted in the railroad industry and more specifically described in Section 5.A.(vi) at the Lessor's expense; provided, however, that any maintenance or repairs occasioned by the fault of Lessee shall be performed at Lessee's expense. Lessee shall inspect all Cars interchanged to it to ensure that such Cars are in good working order and condition and shall be liable to Lessor for any repairs for damage not noted at the time of interchange.

(ii) Program Maintenance

Any maintenance or repairs performed on all the Cars leased hereunder in any specified time period ("Program Maintenance") shall be performed at Lessor's expense in the manner and at a location to be mutually agreed upon by Lessor and Lessee prior to commencement of such Program Maintenance; provided that such Program Maintenance shall be performed in accordance with standards generally accepted in the railroad industry and more specifically described in Section 5.A.(vi) and that the Program Maintenance occasioned by the fault of Lessee shall be performed at Lessee's expense.

(iii) Maintenance or Repair for Individual Cars

Any repair to or maintenance for an individual Car which is reasonably expected to cost less than \$2,000 (in 1981 dollars) shall be performed by Lessee at the Lessor's expense in accordance with standards generally accepted in the railroad industry and more specifically described in Section 5.A.(vi); provided, however, that any such maintenance or repairs occasioned by the fault of Lessee shall be performed at Lessee's expense. Any repair to or maintenance for an individual Car which is reasonably expected to cost more than \$2,000 (in 1981 dollars) shall be performed

at Lessor's expense in the manner and at the location mutually agreed upon by Lessor and Lessee prior to commencement of such maintenance or repair; provided, however, that such maintenance or repair shall be performed in accordance with standards generally accepted in the railroad industry and more specifically described in Section 5.A.(vi) and that any such maintenance or repairs occasioned by the fault of Lessee shall be performed at Lessee's expense.

**(iv) Alterations**

Subject to the second paragraph of this Section 5.A.(iv), Lessee shall make, at the expense of Lessor, any alterations, modifications, improvements or additions which are required by the AAR, DOT or other regulatory agency or are otherwise required to comply with applicable laws, regulations or requirements. Lessee shall have the right to require Lessor to pay the approximate cost thereof to Lessee, upon twenty (20) days prior written notice. Upon completion, Lessee shall notify Lessor of the exact amount of such costs, and in the event that Lessor has already paid more than such cost, Lessee shall promptly refund the difference to Lessor. If the amount already paid by Lessor is less than the exact amount of such costs, Lessor shall promptly pay to Lessee the amount of such difference.

Any such alteration, modification, improvement or addition costing \$2,000 (in 1981 dollars) or less per Car may be performed by Lessee without prior notice to or consent of Lessor. If such alteration, modification, improvement or addition costs more than \$2,000 (in 1981 dollars) per Car, Lessee shall give to Lessor ten (10) days notice prior to commencement of the work. If in Lessor's judgment the cost of such alteration, modification, improvement or addition is not economical to expend in view of the estimated remaining useful life of the Car and Lessor elects to permanently remove such Car from this Agreement, then Lessor shall so notify Lessee in writing prior to commencement of the work and this Agreement shall be terminated as to such Car effective the date of receipt by Lessee of such notice. Failure of Lessor to give such notice prior to the end of the ten day period shall be deemed to be consent of the Lessor to such alteration, modification, improvement or addition. If such alteration, modification, improvement or addition costs more than \$2,000 (in 1981 dollars) per Car and Lessor does not elect to permanently remove such Car from this Agreement pursuant to the foregoing sentence, such work shall be performed at Lessor's expense in the manner and at the location mutually agreed upon by Lessor and Lessee prior to the commencement of the work.

**(v) Responsibility for Costs**

The cost of repair of damage to any Car is the direct and sole responsibility of Lessor, unless such repairs are occasioned by damage which occurred while a Car is on the tracks of Lessee or which is caused solely by the negligence of Lessee, in which case the cost of repairs shall be the direct and sole responsibility of Lessee. Any payments (except payments received by Lessee from insurers or others with respect to repairs which are deemed hereunder to be the direct and sole responsibility of Lessee),

including, without limitation, insurance benefits or railroad or lessee indemnity payments, received to cover the damage to such Car (but not to cover loss of rental payments, unless the Car has been withdrawn from this Agreement) shall be solely for the account and benefit of Lessor and shall be paid to Lessor immediately upon receipt, unless applied to the cost of repairs as set forth herein. Lessee shall have the right to require Lessor to pay to Lessee, upon fifteen (15) days prior written notice and demand therefore, the approximate cost of the repairs which are the responsibility of Lessor or, at Lessee's election, such portion of such cost as Lessee believes will not be covered by any such payments which may be received by Lessee, as provided in Section 4.J. to cover the cost of such damage; it being understood that Lessee may apply to such cost of such repair any payments so received by Lessee to cover the cost of damage to such Car. Upon completion of such repairs and determination of the payments received by Lessee and applied to payment of the cost of such damage, Lessee shall notify Lessor of the exact amount of such costs and payments, and in the event that Lessor has already paid more than the amount of such costs not paid from such payments received and applied by Lessee to such repair, Lessee shall promptly remit to Lessor any payments (except payments received by Lessee from insurers or others with respect to repairs which are deemed hereunder to be the direct and sole responsibility of Lessee) to cover such damage to such Car which are received by Lessee and not applied to payment of the cost of repair of such damage. If the cost of repair to be paid by Lessor not covered by insurance or indemnity payments exceeds \$2,000 (in 1981 dollars) for any Car, Lessor may withdraw that Car from this Agreement.

**(vi) Standards**

Lessee and Lessor shall use reasonable diligence to perform or cause to be performed all maintenance and/or repairs with the end result of maintaining the Cars in good condition, and such maintenance and/or repairs shall be of a quality equal to or greater than the higher of (i) any standard required or set forth for the Cars or cars of a similar class by the Association of American Railroads ("AAR"), the Interstate Commerce Commission ("ICC") or the Department of Transportation ("DOT") or any other United States governmental agency which may subsequently exercise authority over railroad car rates, or (ii) any standard set by a sublessee pursuant to a sublease, if any, or (iii) any standard set by any insurance policy under which any of the Cars shall from time to time be insured. Lessee or, if applicable, Lessor shall arrange for all alterations, modifications, improvements or additions to the Cars to comply with applicable laws or regulations.

**(vii) Drawings and Lists**

To enable Lessee to cause the Cars to be repaired and maintained, Lessor shall cause Lessee to be provided with two sets of 35 millimeter microfilm mounted on operature cards covering all drawings, drawing lists, specialty lists and specialty items with respect to the Cars. One duplicate set shall also be provided on micro-fiche. Film quality shall meet AAR standards, AAR Specification M-940.

**B. Taxes**

Lessee will pay in Lessor's name and at Lessor's sole expense all personal property taxes, sale and use taxes, and other taxes, charges, assessments, or levies (other than income, franchise, estate or inheritance taxes) imposed upon or against the Cars of whatever kind or nature. Such taxes shall include Lessor's portion of ad valorem, gross receipts and other property taxes which are levied against all railroad cars bearing reporting marks then being used by the Cars (it being understood that it may not be possible to make an exact allocation of such taxes but that Lessee will use its best efforts to allocate to the Cars only that portion of the aggregate of such taxes as are attributable to them; provided, however, that Lessee shall give to Lessor within a reasonable time after the end of each tax year a copy of the calculation used by Lessee to allocate such taxes). In the event that Payments (as hereinafter defined) less non-tax Operating Expenses (as hereinafter defined) are insufficient to pay such taxes, Lessor shall within fifteen (15) days of receiving notice of such fact from Lessee provide such additional monies as are necessary to pay such taxes. Upon direction of Lessor, Lessee will defend against any such charges and seek revision or appeal from any assessment or charge deemed improper, all such actions to be in the name of Lessor and at such Lessor's sole and direct expense. Lessee shall notify Lessor of any need for such defense or appeal and shall comply with the directions of Lessor. At the request of Lessor, Lessee shall permit Lessor or its designee to review all tax returns relating to the Cars prior to filing.

**C. Rule 7**

Lessee will at all times while this Agreement is in effect be responsible for the Cars while on Lessee's railroad tracks in the same manner that Lessee is responsible under Rule 7 of the AAR Car Service and Car Hire Agreement Code of Car Service Rules - Freight for freight cars not owned by Lessee on Lessee's railroad tracks.

**6. Rent**

**A. Definitions**

- (i) "Initial Loading" shall mean the first loading of freight in a Car.
- (ii) "Per Diem Payments" shall mean car hire payments received from other railroad companies for their use of the Cars measured by the length of time the Cars are on the track of other railroad companies.
- (iii) "Mileage Payments" shall mean car hire payments received from other railroad companies for their use of the Cars measured by the distance travelled on the track of other railroad companies.
- (iv) "Utilization Rate" shall be determined by a fraction, the numerator of which is the aggregate number of Hours in each calendar year that Per Diem Payments are earned by Cars commencing from the Initial Loading, and the denominator of which is the aggregate number of Hours in each calendar year that the Cars are on lease to the Lessee minus the aggregate number of Hours that the Cars are undergoing Extended

Repair; provided however, that the first five (5) days that any car is undergoing extended repair shall not be subtracted for purposes of determining the aforesaid denominator. Extended Repair shall mean, with respect to any Car, repair as provided for in Section 5 hereof which results in such Car being unavailable for car service five (5) or more consecutive days.

(v) "Operating Expenses" shall mean all expenses and costs other than administrative costs of Lessee paid in connection with the management, use, lease and operation of each of the Cars during the Initial Lease Term and any Extended Lease Term thereof, including but not limited to repairs, maintenance and servicing, insurance premiums, taxes, legal fees incurred pursuant to this Agreement in connection with enforcing lease rights, repossessing the Cars or entering into other contractual arrangements with regard to the operation of the Cars, transit and storage costs, and modification and improvements made pursuant to this Agreement; provided, however, that Operating Expenses shall not mean any expense not incurred pursuant to this Agreement or any expense for which the consent of Lessor is required if the consent of Lessor is not obtained.

(vi) "Hours" shall include any other unit of time utilized by the United States railroad industry to measure Per Diem Payments.

**B. Rent**

**(i) Calculation of Rent**

Subject to the provisions of Subsection 6.B.(iv) hereof, Lessee shall pay Lessor rent ("Rent") in each calendar year which shall be a portion (as specified in Section 6.B.(ii) below) of the Per Diem Payments for such calendar year, plus a portion (as specified in Section 6.B.(iii) below) of the Mileage Payments for such calendar year, less all Operating Expenses paid in such calendar year.

**(ii) Per Diem Payments**

Lessee shall pay Lessor as Rent a portion of the Per Diem Payments as follows:

(a) If the Utilization Rate for the Cars on an aggregate basis in any calendar year is equal to or less than 77.5%, all Per Diem Payments shall be paid by Lessee to Lessor as Rent.

(b) If the Utilization Rate for the Cars on an aggregate basis in any calendar year exceeds 77.5%, Lessee shall pay to Lessor as Rent an amount that would have been received by Lessee in such calendar year if the Utilization Rate had been exactly 77.5%.

**(iii) Mileage Payments**

Lessee shall pay Lessor as Rent a portion of the Mileage Payments as follows:

(a) If Lessee receives Mileage Payments with respect to less than 25,000 miles in any calendar year, 77½% of the Mileage Payments shall be paid by Lessee to Lessor as Rent.

(b) If Lessee receives Mileage Payments with respect to 25,000 or more miles in any calendar year, Lessee shall pay Lessor Mileage Payments with respect to 77½% of the first 25,000 miles (i.e. 19,375 miles) plus 100% of all miles in excess of 25,000 in such calendar year.

(iv) Lessee shall retain one hundred percent (100%) of the Per Diem Payments and Mileage Payments received by Lessee with respect to any Car from the date of delivery of such Car through and including the 31st day after the Average Date of Delivery.

### C. Monthly Rent Payments and Adjustments

It shall not be possible to determine the exact Rent payable to Lessor with respect to a calendar year until the end of such calendar year. However, with respect to each calendar month (the "Service Month") during which any Car earns Per Diem Payments, Lessee shall make estimated Rent disbursements to Lessor within sixty (60) days of the end of such Service Month based on the Lessee's good faith estimate of the Utilization Rate during the Service Month. Within five (5) months of the end of any calendar year, Lessee shall remit to Lessor all underpayments of Rent or Lessor shall remit to Lessee all overpayments of Rent.

## 7. Possession and Use

A. So long as Lessee shall not be in default under this Agreement, Lessee shall be entitled to the possession, use and quiet enjoyment of the Cars in accordance with the terms of this Agreement and in the manner and to the extent Cars are customarily used in the railroad freight business.

B. Lessee agrees that to the extent it has physical possession and can control use of the Cars, the Cars will at all times be used and operated under and in compliance with the laws of the jurisdiction in which the same may be located and in compliance with all lawful acts, rules and regulations and orders of any governmental bodies or officers having power to regulate or supervise the use of such property, except that either Lessor or Lessee may in good faith and by appropriate proceedings contest the application of any such rule, regulation or order in any reasonable manner at the expense of the contesting party.

C. Lessee will not create, incur or assume any mortgage, pledge, lien, charge, encumbrance, or other security interest or claim on or with respect to the Cars or any interest therein or in this Agreement or any Schedule hereto. Lessee will promptly, at its expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance, security interest, or claim created, incurred or assumed by Lessee if the same shall arise at any time, provided, however, that Lessee shall not be responsible to discharge mechanics or tax liens or other similar liens if Lessor is obligated pursuant to Section 5 hereof to provide monies to discharge such liens and has not done so.

## 8. Default and Other Termination

A. The occurrence of any of the following events shall be an event of default:

(i) The nonpayment by Lessee of any sum required herein to be paid by Lessee within fifteen (15) days after receipt by Lessee of notice of such nonpayment.

(ii) The breach by Lessee of any other term, covenant, or condition of this Agreement, which is not cured within thirty (30) days after receipt by Lessee from Lessor of notice of such breach.

(iii) Any action by Lessee to discontinue rail service on all or substantially all of its tracks or abandon all or substantially all of its rail properties pursuant to applicable provisions of the Interstate Commerce Act or the laws of any state.

B. Upon the occurrence of any event of default, Lessor may, at its option:

(i) Proceed by any lawful means to enforce performance by Lessee of such obligations or to recover damages for a breach thereof (and Lessee agrees to bear Lessor's costs and expenses, including reasonable attorneys' fees, in securing such enforcement), or

(ii) Terminate this Agreement (which termination shall not release Lessee from any obligation to pay to Lessor any and all rent or other sums that may then be due or accrued to such date or from the obligation to perform any duty or discharge any other liability occurring prior thereto), and by notice in writing to Lessee, terminate Lessee's right of possession and use of the Cars, whereupon all rights and interest of Lessee in the Cars shall terminate; and thereupon Lessor may enter upon any premises where the Cars may be located and take possession of them and henceforth hold, possess and enjoy the same free from any right of Lessee. Lessee agrees to assist Lessor in taking possession of the Cars pursuant to this Section 8.B.(ii).

C. In the event that the Utilization Rate for the Cars on an aggregate basis for any six consecutive months is less than 55% or on an aggregate basis in any calendar year is less than 72.5%, Lessor shall have the right to terminate this Agreement by delivering written notice of such termination to Lessee within 90 days of the end of such six month period or the end of such calendar year, whichever is applicable; provided, however, that Lessor shall rescind such notice of termination if Lessee shall pay Lessor within 30 days of Lessee's receipt of such termination notice an amount (the "Amount") which, when added to the Rent already paid with respect to such six month period or calendar year, equals the Rent that would have been paid with respect to such calendar year if the Utilization Rate for such six month period or calendar year had been exactly 55% or 72.5%, respectively. If such a termination notice is delivered and the Amount is not paid, this Agreement shall terminate 60 days after receipt of such termination notice by Lessee.

## 9. Termination

### A. Delivery of Cars

In the event of termination of this Agreement for any reason, Lessee shall deliver the Cars to Lessor pursuant to the instructions of Lessor at either (i) the

Lessee's tracks, or (ii) a location designated by Lessor. Subsequent procedures shall depend on the location of delivery as follows:

(a) If the Cars are to be delivered to Lessor on Lessee's tracks, then Cars not on Lessee's tracks on the date of termination shall be returned to Lessee's tracks in accordance with AAR car service rules. Lessee shall provide sixty (60) days free storage for each Car commencing with respect to any Car when such Car arrives after the date of termination on Lessee's tracks. For any storage for any Car after sixty (60) days, Lessor shall pay Lessee reasonable storage fees. Lessor shall instruct Lessee of new marks to be put on the Cars and Lessee shall arrange at Lessor's expense for the marks on such Cars to be changed in accordance with such instructions. Lessee shall reclaim any per diem payments from the time the Cars are remarked until such Cars leave Lessee's tracks. Lessee shall use reasonable efforts to cause the Cars to be loaded with freight and to deliver the Cars to a connecting carrier for shipment in the direction designated by Lessor.

(b) If the Cars to be delivered to the Lessor at a location other than Lessee's tracks, then all costs and responsibility for assembling, remarking, delivering, storing and transporting the Cars shall be borne by Lessor.

#### **B. Pre-Termination Payments and Expenses**

After the date of any termination Lessee shall continue to pay Rent to Lessor based on Payments attributable to the period prior to the termination date ("Pre-Termination Payments") and shall continue to cause Operating Expenses attributable to the period prior to the termination date ("Pre-Termination Operating Expenses") to be paid. When Lessee determines that all or substantially all Pre-Termination Payments have been received and all or substantially all Pre-Termination Operating Expenses have been paid, it shall so notify Lessor and provide Lessor with a final monthly report.

#### **10. Tax Benefits and Information**

A. Lessor and Lessee hereby agree that Lessor shall have all tax benefits relating to the Cars which may be available, including, but not limited to, any depreciation and any investment tax credit.

B. Lessee will furnish factual information not otherwise required under this Agreement reasonably requested by Lessor for use by Lessor in connection with its preparation of its Federal, State and local tax returns.

#### **11. Indemnification**

Lessor will defend, indemnify and hold Lessee harmless from and against (1) any and all loss of or damage to the Cars, usual wear and tear excepted, unless occurring solely due to the negligence of Lessee or unless occurring while Lessee has physical possession of Cars, and (2) any claim, cause of action, damage, liability, cost or expense which may be asserted against Lessee with respect to the Cars (unless

occurring through the fault of Lessee) including without limitation the construction, purchase and delivery of the Cars to Lessee's railroad line, ownership, leasing or return of the Cars, or as a result of the use, maintenance, repair, replacement, operation or the condition thereof.

## **12. Representation, Warranties and Covenants**

Lessee represents, warrants and covenants that:

(i) Lessee is a corporation duly organized, validly existing and in good standing under the laws of the state where it is incorporated and has the corporate power, authority and is duly qualified and authorized to do business wherever necessary, to carry out its present business and operations and to own or hold under lease its properties and to perform its obligations under this Agreement.

(ii) The entering into and performance of this Agreement will not violate any judgment, order, law or regulation applicable to Lessee, or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of lessee or on the Cars pursuant to any instrument to which Lessee is a party or by which it or its assets may be bound.

## **13. Inspection**

Lessor, or an agent designated by it, shall at any time upon reasonable prior notice during normal business hours have the right to enter the premises of Lessee where the Cars may be located for the purpose of inspecting and examining the Cars to insure Lessee's compliance with its obligations hereunder. Lessee shall as soon as practicable notify Lessor of any accident involving personal injury or significant property damage connected with the malfunctioning or operation of the Cars, including in such report the time, place and nature of the accident and the damage caused, the names and addresses of any persons injured and of witnesses, and other information in the possession of Lessee which is pertinent to Lessee's investigation of the accident. Upon the reasonable request of Lessor for additional pertinent information, Lessee shall provide Lessor with such requested information as is reasonably available to Lessee. Lessee shall also notify Lessor in writing within five (5) working days after it receives notice of any attachment, tax lien or other judicial process that attaches to any Car. Lessee shall furnish to Lessor promptly upon its becoming available a copy of its annual report submitted to the ICC and, when requested, copies of any other report or income or balance sheet statements required to be submitted to the ICC.

## **14. Notice**

Any notice, statement, objection, offer, acceptance or remittance required or permitted hereunder shall be in writing and shall be valid and deemed to have been given (a) upon delivery, if delivered personally, (b) five days after dispatch, if dispatched in any post office of the United States by registered or certified mail postage prepaid addressed to the other party as indicated below, or (c) upon transmission, if transmitted by telegraph or telex (but only if addressee has a telex) to the address indicated below. For purposes of this Section 14, the notices etc., shall be sent, transmitted or delivered to the following addresses:

If to Lessee: Green Bay and Western Railroad Company  
P.O. Box 2507  
Green Bay, Wisconsin 54306  
Attn: President

If to Lessor: Evans Railcar Leasing  
East Tower  
2550 Golf Road  
Rolling Meadows, Illinois 60008

and any party may change such address by notice given to the other party in the manner set forth below.

**15. Miscellaneous**

A. This Agreement and the Schedules contemplated hereby shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not without the prior written consent of Lessor, assign this Agreement or any of its rights hereunder or sublease the Cars to any party, and any purported assignment or sublease in violation hereof shall be void; provided, however, that this provision shall not prohibit the assignment of Cars to assigned service pursuant to the provisions of AAR Car Service Rule 16.

B. Lessor will record this Lease Agreement and any sublease or other agreement pertaining to the Cars with the Interstate Commerce Commission as provided in 49 U.S.C. Section 11303.

C. It is expressly understood and agreed by the parties hereto that this Agreement constitutes a lease of the Cars only and no joint venture or partnership is being created. Notwithstanding the calculation of rental payments, nothing herein shall be construed as conveying to Lessee any right, title or interest in the Cars except as a lessee only.

D. This Agreement shall be governed by and construed according to the laws of the State of Wisconsin.

E. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

F. Titles and headings of the Sections and Subsections of this Agreement are for the convenience of reference only and do not form a part of this Agreement and shall not in any way affect the interpretation hereof.

G. No modification or amendment to this Agreement shall be valid unless in writing and executed by both parties hereto.

H. Neither party hereto shall be deemed to be in breach or violation of this Agreement if either is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control including and without limitation acts of God, riots, strikes, fires, storms, public disturbances, or any regulation of any Federal, State

or local government or any agency thereof provided, however, that nothing contained in this Section 15.H. shall affect the right of the Lessor to terminate pursuant to Section 8 hereof.

I. The waiver of any breach of any term or condition hereof shall not be deemed a waiver of any other or subsequent breach, whether of like or different nature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GREEN BAY AND WESTERN  
RAILROAD COMPANY

By: *Stephen P. Jew*

Title: Vice President-Operations

Date: July 30, 1981

EVANS RAILCAR LEASING  
COMPANY

By: *Constance E. Salt*

Title: Sr. Vice President-Marketing

Date: August 11, 1981

L-0208

EQUIPMENT SCHEDULE NO. 1

Evans Railcar Leasing Company hereby leases the following Cars to Green Bay and Western Railroad Company subject to the terms and conditions of that certain Lease Agreement dated as of July 24, 1981.

A.A.R. Mech. Desig.	Description	Numbers	Dimensions		No. of Cars
			Length	Overall Height	
LO	3000 Cubic Foot Capacity, 100-Ton Covered Hopper Cars	9000 Thru & Including 9099			100

The parties hereto agree that, until such time as the Cars described above (the "Cars") are lined, the Cars shall not be loaded with corrosive materials. If the Cars are lined, the Cars may be loaded with all corrosive materials except salt.

GREEN BAY AND WESTERN  
RAILROAD COMPANY

BY: *Stephen V. Zec*

TITLE: Vice President-Operations

DATE: July 30, 1981

EVANS RAILCAR LEASING  
COMPANY

BY: *Paul C. Lahn*

TITLE: Sr. Vice President-Marketing

DATE: August 11, 1981



SPECIFICATION

3000 CU.FT. - 100 TON

WELDED DESIGN, TWO COMPARTMENT

DOUBLE TWIN POCKET

COVERED HOPPER CARS

LOT #1941

GREEN BAY & WESTERN R.R. CO.

JULY 24, 1981

I N D E X

1.00	PRINCIPLE DIMENSIONS
2.00	GENERAL
3.00	UNDERFRAME
4.00	SUPERSTRUCTURE
5.00	DRAFT ARRANGEMENT
6.00	TRUCKS
7.00	BRAKE SYSTEM
8.00	SAFETY APPLIANCES
9.00	PAINT AND STENCIL
10.00	SPECIALTY LIST

1.00 - PRINCIPLE DIMENSIONS

Length Inside . . . . .	36'	8-1/2"
Length over end sills . . . . .	36'	9"
Length over strikers . . . . .	39'	4-1/2"
Length over pulling face of couplers. . . . .	42'	0"
Length between truck centers. . . . .	26'	4-1/2"
Length over running boards. . . . .	39'	9-1/8"
Width inside. . . . .	10'	0-1/2"
Width over side top chords. . . . .	10'	1-5/8"
Width over side sills . . . . .	10'	1-5/8"
Width over side posts . . . . .	10'	7-7/8"
Height, top of rail to top of side plate. . . . .	13'	5-1/2"
Height, bottom of side sill to top of side plate. . . . .	9'	11-9/16"
Height, top of rail to bottom of side sill. . . . .	3'	5-15/16"
Height, top of rail to center line of draft . . . . .	2'	10-1/2"
Number of compartments. . . . .	2	
Number of discharge openings. . . . .	4	
Floor slope . . . . .	45°	
Type of hatch opening . . . . .	Round (30" dia.)	8/car
Type of gate. . . . .	Gravity Discharge	
Gate opening. . . . .	13' x 24"	
Cubic capacity. . . . .	3,000 cu.ft.	nominal
C.G. of loaded car. . . . .	95.4	
Gross rail load . . . . .	263,000 lbs.	
C.G. of empty car . . . . .	55.9	
Light weight (est.) . . . . .	55,000 lbs.	

## 2.00 - GENERAL

### 2.01 CONSTRUCTION

This Specification describes an Evans Railcar standard design, 100 ton, 3000 c.f. welded design, two compartment, double twin pocket hoppers 13" x 24", covered hopper car with eight (8) per car 30" round roof hatches located between longitudinal center line and sides of car. The design of the car complies with AAR Interchange Rules, Department of Transportation Safety Appliance Regulations and meets or exceeds AAR requirements for Design, Fabrication and Construction of Freight Cars. The car is constructed to meet all limiting dimensions of Plate "B" equipment diagram.

### 2.02 WORKMANSHIP

All parts of the car 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. Fixtured assemblies shall be made to insure accuracy and uniformity.

Holes for rivets 3/8" dia. or less, shall be punched 1/32" larger than the nominal rivet diameter. Holes for rivets larger than 3/8" shall be 1/16" larger. All parts shall be fit up tightly before riveting and all rivets shall be driven tight and have full sized heads. Holes for Huck bolts 1/2" dia. and larger shall be finished 1/16" larger than the nominal diameter.

### 2.03 MATERIALS

All materials used shall conform to the Association of American Railroads (AAR) Specifications.

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

Bolts and nuts shall be A.S.A. regular 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 to be ASTM Spec. A-325 or equivalent, torqued to requirements, as applicable.

### 2.04 DEFECT CARD HOLDER

One (1) per car, approved type, to be applied to bolster riser per AAR Interchange Rules.

### 2.05 ROUTE CARD BOARDS

Two (2) per car applied to side as specified in AAR Manual.

### 2.06 WATER TESTING

Every production car will be carefully water tested to insure complete water tightness.

2.07 CURVE NEGOTIATION

Horizontal curve, car uncoupled	150 ft.
Horizontal curve, car coupled to base car	159 ft.
Horizontal curve, car coupled to like car	157 ft.

Vertical curve requirements are quite favorable as compared to AAR minimum because of shorter distance between truck centers and longer overhang.

### 3.00 - UNDERFRAME

#### 3.01 CENTER SILL

The center sill shall consist of four (4) per car CZ 51.2# sections of A-572, Gr. 50, Type 2 stub sills and two (2) per car CSC 13 @ 41.2# sections of A-572, Gr. 50, Type 2. The center sill extends the full length of the car with the top flange edges continuously submerged arc-welded to conform to AAR Plate 525-H, latest revision. There are five (5) per car 1/2"x5" A-36 center sill separators located on the center sill bottom flanges.

#### 3.02 BODY BOLSTER

The upper bolster webs are 3/8" A-36 plate extending between the sides of the car. The top of the upper bolster web is bent to 45° to conform to the angle of the slope sheets. The upper bolster webs are welded to a 1/2" x 16" A-572, Gr. 50, Type 2 bolster top cover plate which extends between side sills and over the center sill. The upper bolster web is stiffened from the bolster top cover plate with two (2) 3/8" x 6" x 3'6" gussets at each side bearing, one on inside and one on outside.

The body side bearings consist of two (2) 5" x 3-1/2" x 3/8" A-36 angles and a 3/8" x 7" A-36 plate welded between the bolster top cover plate and a 1/2" x 22" A-572, Gr. 50, Type 2, bolster bottom cover plate. A 1/2" x 13-1/16" A-36 bolster web extends between the bolster top cover and bottom cover plates to form an "I" beam section. 3/8" x 12" stiffeners of ASTM A-283 grade D material are located between center sills and side bearing braces tying together the bolster top and bottom covers and web and securely welded thereto.

#### 3.03 CENTER FILLER PLATE

Dresser low profile, 16" dia. applied in accordance with Dresser recommendations.

#### 3.04 BODY SIDE BEARINGS

Each body side bearing shall be .45 to .65 carbon steel bar. Each side bearing shall be quenched and tempered to a 277-341 Brinell. Body side bearings to be applied by two 3/4" dia. square neck high strength plow bolts with heavy hex nut, torqued to 300 ft. lbs. minimum and nut tack welded to bolt. Number of shims limited to two (2) per location, minimum 1/16" thick and total shim thickness 3/4" max.

#### 3.05 COMBINATION JACKING PAD & LIFTING PROVISION REINF.

A 5/8" x 9" x 1' 1-1/2", ASTM A-36, plate is welded to the bottom of the body bolster top cover plate to provide a bearing surface for jacking the car body and reinforce opening for lifting hook.

## 4.00 - SUPERSTRUCTURE

### 4.01 SIDE PLATES

Two (2) per car L6" x 3-1/2" x 3/8" ASTM A-36, rolled angle section extending full length of car. The 6" vertical leg is lap welded to the side sheet.

### 4.02 SIDE POSTS

Twenty-two (22) cold formed hat section side posts per car of 3/16", ASTM A-607, Gr. 50, .20% cu.min. extending from side sill to side plate welded thereto and to the side sheets.

### 4.03 SIDE SHEETS

Side sheet to be 3/16" A-441. The end side sheet, four (4) per car, extends from side plate to slope sheet and is butt welded to side sheet at the bolster post.

The intermediate side sheets extend from side plate to side sill, are butt welded to each other and lap welded to the side sills and side plates.

### 4.04 ROPING STAPLE

Four (4) per car 1/2" A-36 plate located on the sides of car at each corner.

### 4.05 SIDE SILL

The side sill shall be a 6" x 3-1/2" x 3/8" angle extending the full length of the car and conforming to ASTM Spec. A-36.

### 4.06 END POSTS

Two (2) 3" x 3" x 5/16" ASTM A-36 angle (for handbrake) and one (1) angle 3" x 3" x 5/16" ASTM A-36 for end "B". Two (2) angles 3" x 3" x 5/16" ASTM A-36 for end "A". Additionally, four (4) angles 2-1/2" x 2-1/2" x 5/16" ASTM A-36, two (2) per end to serve as ladder stiles.

### 4.07 CORNER POSTS

Four (4) per car - angle 3-1/2" x 3-1/2" x 1/4" ASTM A-36 rolled angles.

### 4.08 END SILLS

Two (2) per car angle 6" x 3-1/2" x 3/8" ASTM A-572, Gr. 50, Type 2, rolled angles extending between the corner posts, side sills and welded to the center sill.

### 4.09 CORNER GUSSETS

Four (4) per car, 5/16" thk. plate, ASTM A-36 welded to the end sills and to side sill.

#### 4.10 CROSSRIDGE AND CENTER PARTITION

Center partition sheets, one (1) per car, are 1/4" ASTM A-441 plate with a rolled angle, 5" x 3" x 1/4" ASTM A-36, lap welded to top as an integral carline. Partition assembly extends from bottom of roof, between side sheets to which it is fillet welded the entire length, to 1-1/2" below the top of the crossridge.

Crossridge slope sheets of 3/16" ASTM A-441 plate extend between sides of car and from partition to the discharge gates.

#### 4.11 DISCHARGE GATES

Each hopper is equipped with sliding gravity discharge gates with door operating mechanism designed to operate individually. Gate opening is 13" x 24".

#### 4.12 SLOPING FLOOR SHEETS

End slope sheet of 1/4" ASTM A-36, 0.20% cu.min. at 45° and bolster slope sheet of 3/16" ASTM A-441 at 45° extends from bottom of roof, between corner posts to upper bolster web and from upper bolster web to discharge gate. Slope sheets are butted up against the side sheets and fillet welded. Pressed closure angles, 1/4" A-441 are welded at corner junction of slope sheet and side sheet. Slope sheets are stiffened by 5/16" A-283 Gr. D gussets, welded vertically to the upper bolster web at the outside of the car and crossridge at the center and horizontally to the outside of the center sill.

#### 4.13 OUTSIDE HOPPER SHEETS

Four (4) per car, 3/16" ASTM A-607, Gr. 50 Type 2, 0.20% cu.min, plate extending from side sheet to discharge gates and between slope sheets.

#### 4.14 VIBRATOR FITTINGS

Four (4) per car, Creco design, applied to a 3/8" backing plate, welded to the outside of the outside hopper sheet.

#### 4.15 LONGITUDINAL HOOD SHEETS

Two (2) per car of 3/16", ASTM A-441 plate extending between slope sheets over the center sill.

#### 4.16 ROOF SHEETS

Roof sheets are 5/32", ASTM A-570, Gr. 40 0.20% cu.min. steel. Eight (8) 30" round hatches with 10" high coaming formed around the circumference are provided each side of the longitudinal car centerline. Roof is supported by six (6) L5" x 3" x 1/4" ASTM A-36, carlines plus one (1) additional integral carline partition stiffener, L5" x 3" x 1/4" ASTM A-36, at crossridge assembly.

## 5.00 - DRAFT ARRANGEMENT

### 5.01 COUPLER

Cast steel, AAR Specification M-211, high tensile AAR Type "E" bottom operating, 6-1/4" x 8" rigid shank with recessed 1/4" thick, 341-415 BHN wear plate (catalog #E60-CHT).

### 5.02 YOKE

AAR Standard Y40-AHT, vertical plane yoke meeting all requirements of AAR Specification M-211 and the latest issue of the AAR Manual of Standards.

### 5.03 DRAFT KEY AND ACCESORIES

AAR Standard one-hole draft key and retainer shown on page B-45 of the AAR Manual of Standards together with an approved draft key retainer lock listed on page B-44 of the AAR Manual of Standards.

### 5.04 DRAFT GEAR

AAR certified M-901E draft gear for 24 5/8" pocket.

### 5.05 DRAFT GEAR FOLLOWERS

Followers are to be Y-44, hardened in accordance with page B-42 of the AAR Manual of Standards. BHN 241-311.

### 5.06 STRIKER AND FRONT DRAFT LUGS - STEEL CASTING

The combined striker and front draft lugs shall conform to AAR Plate 554.

### 5.07 REAR DRAFT LUGS

Rear draft lugs shall be cast steel.

### 5.08 DRAFT GEAR CARRIER

8" x 5/8" bar applied with six 3/4" two-piece swagged fasteners to flanges of center sill. There shall be four (4) per car.

### 5.09 COUPLER CARRIER WEAR PLATE

Coupler carrier wear plate is to be in accordance with Plate 215 of the Supplement to the AAR Manual of Standards. Material manganese steel, ASTM A-126, Gr. A or E-1.

### 5.10 UNCOUPLING DEVICE

The uncoupling device shall be Stanray bottom operating, rotary type.

## 6.00 - TRUCKS

### 6.01 GENERAL

Each truck shall meet all AAR requirements and conform to the following dimensions and capacities:

Gross Rail Load	263,000#
Wheel Base	5' 10"
Truck Gauge	4' 8-1/2"

Trucks to be equipped with 36" dia. wheels, 3-11/16" spring travel, 6-1/2" x 12" roller bearings, unit type brake beams and a 25-1/16" center plate height. Truck lever connection to pass through bolster. Integral snubbing is to be ASF ride control.

### 6.02 SIDE FRAMES

To be AAR M-201, Gr. B cast steel and meet all requirements of AAR Specification M-203. Side frames are to incorporate narrow-jaw pedestals for 6-1/2" x 12" roller bearings and unit brake beam brackets. Snubbing wear plates to be applied by both Camcar Torx bolting and welding by foundry.

### 6.03 BOLSTERS

To be AAR M-201, Gr. B cast steel and meet all requirements of AAR Specification M-202. Bolster to incorporate 16" dia. center plate with vertical and horizontal wear ring to be applied by continuous weld in center plate bowl. Bolsters are to have 2-hole side bearing pads located on 50" centers, and suitable for 3-11/16" spring travel. Bolsters are to incorporate dead lever fulcrum bracket. Bearing area of bowl shall be machined to 500 micro-inch finish.

### 6.04 SIDE BEARINGS

Truck side bearings are to be double roller type with cage Torx bolted to truck bolster at 50" centers. Side bearing clearance is to be adjusted to 1/4" ± 1/16". Shimming is not permitted on the truck side bearing.

### 6.05 CENTER PLATE LUBRICATION

Bearing surface of each center plate is to be cleaned and free of paint, grease and foreign matter before applying lubricant. The bowl is to be lubricated as specified in Rule 47 of the AAR Manual of Interchange Rules with disc type lubricant immediately before setting car body on to trucks.

### 6.06 WHEELS

AAR Standard CH-36 one wear wheels, Class "U" and to conform to AAR Specification M-208. Plates are to be shot peened and rims ultrasonically tested. Wheels are to be mounted on axles as specified in the AAR Wheel and Axle Manual.

6.07 AXLES

AAR 6-1/2" x 12" journal, raised wheel seat Class F, ultrasonically inspected in accordance with AAR Spec. M-101, Gr. F.

6.08 ROLLER BEARING

Roller bearings shall be 6-1/2" x 12" AAR approved rotating end cap type bearings, fitted backing ring, pre-assembled, pre-greased NFL type.

6.09 ROLLER BEARING ADAPTERS

To be 6-1/2" x 12" narrow pedestal adapters complying with all requirements of AAR Spec. M-924 of the Manual of Standards, without heat indicator holes. Adapter crowns only are to be hardened.

6.10 SPRINGS

To be in accordance with AAR Spec. M-114. ASF ride control trucks are to be equipped with seven D5 outer and nine D5 inner coils per spring group, and two double side springs per spring group.

6.11 CENTER PIN

Two Per car, 1/34" dia. x 15" long, tapered one end.

## 7.00 - BRAKE SYSTEM

### 7.01 GENERAL

To be standard ABDW 10" x 12" empty-load body mounted brake rigging arranged for high-friction composition brake shoes. Brake rigging is in accordance with AAR Spec. No. 2518, "Installation of Freight Car Brake Equipment". Brake rigging is designed for loads resulting from 90 PSI brake cylinder pressure, without exceeding AAR stress limits.

Each car, prior to release, shall be air tested in accordance with "Single Car Testing Device Code of Tests, No. 5039-4, Supp 1" as adopted by AAR.

### 7.02 BRAKE EQUIPMENT

ABDW 10" x 12" brake equipment including, control valve, 10" x 12" brake cylinder, "ABU" type, three position retaining valve and combined auxiliary emergency reservoir, P-1 load proportional valve, S-1 load sensor valve and equalizing volume reservoir. ABDW valve and reservoir are secured to their supports by high strength bolts and elastic stop nuts. Reservoir support brackets are to support the cast mounting lugs from underneath. Angle cocks should be ball type with combination threaded and compression fittings.

### 7.03 BRAKING POWER

Brake system complies in all respects with current AAR and FRA requirements for braking power of freight cars equipped with high friction composition brake shoes.

### 7.04 BRAKE PIPING

All pipe, including end nipple, is extra heavy ASTM A53 black steel pipe. All fittings are to be socket welded type except that a 10" nipple is to be applied at each end of trainline with threaded connection to angle cock. Pipe connecting ABDW valve with reservoir and brake cylinder is to be applied without sharp bends. Pipe clamps are to be of the wedge type with unsupported pipe length not to exceed 8'0". Pipe must clear all cutouts in the underframe by at least 1/4". All cars must be capable of passing the AAR Brake Pipe Restriction Test.

### 7.05 HANDBRAKE

Car is to be equipped with an AAR-1966 approved vertical wheel handbrake, incorporating a non-spin, quick-release feature actuated by a short handle. Chain travel of handbrake must be sufficient to move the cylinder lever 12" at the connection point of the brake cylinder push rod. Car is to be equipped with 1966 bell crank.

7.06 BRAKE RIGGING

The brake rigging system is to incorporate an interchangeable double-jaw slack adjuster set to provide 7-1/4" nominal piston travel at 50 PSI cylinder pressure. The brake rigging is capable of transmitting the designed braking force to each wheel under condition created by most adverse combinations of wear and tolerances on the system components without interference by structural members or truck parts. Effective braking can be maintained with the brake shoes and wheels worn to permissible AAR limits without manual rigging adjustment. All brake rod and lever supports are to be of the closed type and made of flat bar material.

7.08 BRAKE BEAMS

Brake beams are to AAR approved No. 18 unit type beams with iron shoe rejection lugs. AAR standard unit type brake beam wear plates are installed in side frame pockets.

7.09 BRAKE SHOES

To be 2" thick high friction composition shoes with guide lugs, standard type AAR H-4 meeting all requirements of AAR Spec. M-926.

7.10 BRAKE SHOE KEY

To be AAR standard spring type.

7.11 TRUCK BRAKE LEVERS

Levers to be Schaefer drop forged 1" thick steel with brake pin holes drilled 1/32" larger than the respective pin diameter.

7.12 BODY BRAKE LEVERS

To be drop forged or cut from plate 1" thick steel, with all brake pin holes drilled 1/32" larger than the respective pin diameter.

7.13 DEAD LEVER FULCRUM

Fulcrum is to locate dead lever hole 8" from bracket hole.

7.14 TRUCK LEVER CONNECTION

Lever connection to be Schaefer having two hole jaws at 3'0" centers between inside holes, and passing through the truck bolster.

7.15 BRAKE CHAINS

To be 9/16" straight link "BBB" proof coil chain.

7.16 BRAKE PINS

Pins to be forged and hardened steel.

7.17 BRAKE PIN COTTERS

To be standard or Lock-tite.

7.18 BRAKE JAWS

Jaws to be forged with brake pin holes drilled 1/32" larger than respective brake pin diameter;

7.19 BADGE PLATE

The badge plate shall be metal and located in accordance with AAR requirements. Pressed steel.

## 8.00 - SAFETY APPLIANCES

### 8.01 GENERAL

Design and application of safety appliances are to comply with all requirements of the Federal Railroad Administration and the AAR. All ladders, ladder treads, handholds, steps and platform brackets are to be applied with one-piece or two-piece rivets or bolts. All bolts must have the portion extending beyond the nut riveted over.

### 8.02 CROSSOVER PLATFORMS

Platforms are to be perforated or expanded metal construction and are to be galvanized after all forming operations are completed. Two per car located at each end of the car.

### 8.03 END LADDERS AND HANDHOLDS

Ladders and handholds are to be attached to the car body so as to comply with FRA and AAR requirements and permit unimpeded operation of any AAR 1966 handbrake with short release lever. Crossover platform handhold to be one piece. Ladder treads and handholds are to be 3/4" dia. and full width crossover platform handholds are to be 3/4" diameter. Ladders, handholds and platform supports will be attached with 5/8" lockbolts. Handholds attached with 1/2" lockbolts.

### 8.04 SILL STEPS

Sill steps are to be formed from 1/2" x 1-3/4" flat bars, and fastened to car body by lockbolts.

### 8.05 RUNNING BOARDS

AAR approved longitudinal and latitudinal pressed metal running boards.

## 9.00 PAINT & STENCIL

### 9.01 SURFACE PREPARATION

Surfaces which are to be painted shall first be cleaned free from rust, slag, millscale, dirt, oil and grease and all other foreign matter by means of solvent and wire brush, water soluble cleaner or by sandblast, whichever is required to produce a commercial grade finish.

NOTE: Trucks (including wheels, axles, and brake shoes), air brake equipment, handbrakes, slack adjusters, couplers, yokes and draft gears must be adequately protected during blasting and painting operations.

After blasting, all abrasive particles must be thoroughly blown off car.

### 9.02 LAPS AND JOINTS

Both contact surfaces of riveted and bolted laps to be coated with suitable lap and joint compound prior to assembly. All exposed superstructure joints to be properly caulked so as to exclude moisture.

### 9.03 INACCESSIBLE AREAS

One coat of primer to be applied before assembly to all such areas including inside of center sills. Primer to be excluded from all areas to be welded.

### 9.04 EXTERIOR UNDERFRAME & SUPERSTRUCTURE

One coat of primer at one mil dry film thickness and one coat finish paint at two mil dry film thickness.

### 9.05 INTERIOR

### 9.06 TRUCKS

Trucks to be given fog coat of light bodied black truck paint. Wheels and axles must be protected from pain or overspray.

### 9.07 BRAKE PARTS

To receive light coat of finish paint. Care must be taken to exclude paint and overspray from open parts, rubber hoses, slack adjusters and brake shoes.

### 9.08 STENCILING

Stenciling to include AAR, FRA and customer requirements. All letters and figures to be clear, sharp and fog free.

BODY			
ITEM	SILL NUMBER	1 - 100	VENDOR
VENDOR	NO. OF CARS	100	DRG. NO
CENTER FILLER PLATE - LOW PROFILE 16" DRESSER		X	
REAR DRAFT LUGS RACINE		X	
COUPLER SBE60CC ASF		X	
COUPLER YOKE Y40AHT ASF		X	
DRAFT GEAR RF444 w/Y44 FOLLOWER BLOCK TRANSRAIL		X	
COUPLER CARRIER WEAR PLATES (MANGANESE) ABEX		X	
DRAFT KEY RETAINER ILL.RLY.EQUIP.CO.		X	
DISCHARGE GATES - EVANS		X	
HATCH COVERS - 30" DIA. (ASSY.) STANRAY		X	
DRAFT KEYS ACF		X	
BODY SIDE BEARING STUCKI		X	
VIBRATOR CASTING EVANS		X	
SIDESTAKES CRECO		X	
RUNNING BOARDS APEX		X	
END PLATFORMS APEX		X	
ROUTING BOARD BRACKETS ACF		X	
DEFECT CARD HOLDER APEX		X	
UNCOUPLING DEVICE STANRAY		X	
SHORT LADDER RUNG RAIL EXCHANGE		X	
LONG LADDER RUNG RAIL EXCHANGE		X	
ROOF GRAB RAIL EXCHANGE		X	
GRAB END SILL AR-BL RAIL EXCHANGE		X	
GRAB SIDE SILL - END SILL AL-BR RAIL EXCHANGE		X	
CROSSOVER GRAB RAIL EXCHANGE		X	
STRIKER CASTING			
DRESSER		X	

BRAKE

ITEM VENDOR	SILL NUMBER NO. OF CARS	1 - 100 100	VENDOR DRG. NO
BRAKE BEAM - #18 UNIT TYPE CRECO		X	
BRAKE BEAM WEAR PLATE CRECO		X	
BRAKE SHOE - 2" COMP. ABEX		X	
BRAKE SHOE KEY ABEX		X	
BRAKE LEVER, EYES, JAWS 3/4", CONN. SCHAEFER		X	
BRAKE PINS - HARDENED CHAMPION		X	
AIR BRAKE - ABDW 10" x 12" N.Y.A.B.		X	
HANDBRAKE - ELLCON		X	
SLACK ADJUSTER ELLCON		X	
BRAKE BADGE PLATE TECH PROD.		X	
BRAKE JAWS - 7/8" - 1" WESTERN		X	
BRAKE PIPE CLAMP - WRIGHT ILL.RWY.EQUIP.CO.		X	
BRAKE CHAIN CLEVIS SCHAEFER		X	

TRUCK

ITEM VENDOR	SILL NUMBER NO. OF CARS	1 - 50	51-100
		50	50
TRUCK SPRINGS			
UNION		X	X
TRUCK SIDE BEARING - DOUBLE ROLLER			
STUCKI		X	X
ROLLER BEARING ADAPTER			
GENERAL STANDARD		X	X
CENTER PLATE LUB (PATTIES)			
KELLER HEARTT (SHELL)		X	X
HORIZONTAL WEAR LINER			
T-Z COMPANY		X	X
DEAD LEVER FULCRUM			
RAIL EXCHANGE		X	X
WHEELS			
GRIFFIN		X	X
AXLES			
STD. FORGE		X	X
ROLLER BEARINGS			
BRESCO		X	X
TRUCK SIDE FRAMES			
SCULLIN		X	
ASF			X
TRUCK BOLSTERS			
SCULLIN		X	
ASF			X
SNUBBING DEVICE			
ASF		X	X