

McCANN, GARLAND, RIDALL & BURKE

ATTORNEYS AT LAW

SUITE 4000

309 SMITHFIELD STREET

PITTSBURGH, PENNSYLVANIA 15222

15333

JOHN A. McCANN  
1891-1972

AREA CODE 412

RECORDATION #0 FILED 1425

TELEPHONE 566-1818

FACSIMILE:  
(412) 566-1817

May 11, 1989 MAY 15 1989 - 12 20 PM

G. GRAY GARLAND, JR.  
EDMUND W. RIDALL, JR.  
CHARLES R. BURKE  
EDWARD C. WACHTER, JR.  
STEPHEN JURMAN  
MICHAEL J. WOODRING  
THEA G. EVANKOVICH  
EWING C. BASHOR  
GRETCHEN G. DONALDSON  
BERNARD J. BERCIK, JR.

No. INTERSTATE COMMERCE COMMISSION

Date .....

Fee \$ .....

Secretary  
Interstate Commerce Commission  
Washington, D.C.

ICC Washington, D. C.

Dear Madam:

Enclosed for recordation pursuant to the provisions of Section §11303(a) of Title 49 of the United States Code and the rules and regulations thereunder is one (1) executed counterpart of an instrument evidencing a Master Lease Agreement by and between Westinghouse Credit Corporation and Union Pacific Railroad Company and Schedules No. 1 - 5, inclusive, thereto all, dated as of April 12, 1989.

A general description of the railroad equipment covered by by the enclosed documents is:

<u>DESIGNATION</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>CAR NUMBERS</u>
	4300 cubic foot capacity, 100 ton truck capacity, aluminum/steel Bethgon Coalporter cars	550	CRL 1001-1550, inclusive

The names and addresses of the parties to the enclosed documents are:

Master Lease and Schedules No 1-5, inclusive, all dated as of April 12, 1989.

LESSOR: Westinghouse Credit Corporation  
One Oxford Centre  
Pittsburgh, PA 15219

LESSEE: Union Pacific Railroad Company  
1415 Dodge Street  
Omaha, NE 68179

A fee of \$ 13.00 is enclosed. Please return the originals and any copies not needed by the Commission for recordation to me.

*Beckler*  
*Proctor*  
*Proctor*  
*Proctor*

MAY 15 12 21 PM '89  
NOTOR OPERATIONS UNIT

A short summary of the documents to appear in the Index follows:

Instrument evidencing Master Lease and Schedules No. 1-5, inclusive, all dated as of April 12, 1989 between Westinghouse Credit Corporation, Lessor, One Oxford Centre, Pittsburgh, PA 15219, and Union Pacific Railroad Company, Lessee, 1416 Dodge Street, Omaha, NE 68179.

You are hereby authorized to deliver any and all executed copies of the Master Lease and Schedules No. 1-5 not needed by the Commission, with filing data noted thereon, following recordation, to the representative of Messrs. Sidley & Austin, who is delivering this letter and said enclosures to you.

MCCANN, GARLAND, RIDALL & BURKE

By 

Michael J. Woodring

Enclosure

07LT31/58

MAY 15 1989 -12 20 PM

## MASTER LEASE

INTERSTATE COMMERCE COMMISSION

THIS LEASE AGREEMENT ("Agreement") is made as of this 12<sup>th</sup> day of April, 1989, by and between WESTINGHOUSE CREDIT CORPORATION, a Delaware corporation located at One Oxford Centre, Pittsburgh, PA 15219, as lessor ("Lessor"), and UNION PACIFIC RAILROAD COMPANY, a Utah corporation, located at 1416 Dodge Street, Omaha, NE 68179, as lessee ("Lessee").

1. Scope of this Agreement

A. Lessor (as defined hereinbelow) agrees to lease to Lessee, subject to Section 17 hereof, and Lessee agrees to lease from Lessor, upon the terms and conditions set forth herein and in the Schedule(s) attached hereto, the items of railroad equipment bearing the reporting marks and of the type, construction and other description set forth in Schedules No. 1 through No. 5, inclusive, attached hereto and executed by the parties concurrently herewith or any other items of railroad equipment set forth in Schedule(s) hereafter executed by the parties and thereby made a part of this Agreement. "Cars" shall mean all items of equipment described on Schedules attached hereto and all items of railroad equipment which may subsequently be subject to this Agreement and "Car" shall mean an individual item of such equipment. Each Car shall belong to one of five car sets ("Car Sets"), numbered consecutively one through five as designated on the Schedule(s). The terms and provisions of each Schedule shall control, as to the Cars listed on such Schedule, over any inconsistent or contrary terms and provisions in the body of this Agreement.

B. It is the intent of the parties to this Agreement that Lessor shall at all times be and remain the owner and lessor of all Cars and that no joint venture or partnership is being created. Lessee's interest in the Cars shall be that of a lessee only. Lessee agrees that it will at no time take any action or file any document which is inconsistent with the foregoing intent

and will take such action and execute such documents as may be necessary to accomplish this intent.

2. Term and Renewal Option

A. This Agreement shall remain in full force and effect until it is terminated as to all of the Cars as specifically provided herein. The Lessee's lease of any Car in each of the Car Sets shall be for the period of time set forth in the applicable Schedule for that Car Set (the "Initial Term"). The Initial Term for each Car Set shall commence from the first day of the month following the average date in service (the "Date In Service") of the Cars in a particular Car Set, (the "Base Lease Commencement Date"), provided, however, that the Base Lease Commencement Date for any Car Set for which the Base Lease Commencement Date, as calculated hereunder, would otherwise be a date prior to June 1, 1989 shall be June 1, 1989. The Date In Service for purposes of the preceding sentence shall be on the date being the later of (i) Lessee's delivery of a certificate of acceptance regarding the Car pursuant to the terms of Section 3 of the Schedule(s) to this Agreement or (ii) Lessor's payment for the Car to the builder of the Car pursuant to the terms of the applicable purchase documents.

B. Provided that this Agreement has not been earlier terminated and Lessee is not in default hereunder, Lessee may by written notice delivered to Lessor not less than 180 days prior to the end of the Initial Term, as said term is defined in the Schedule(s), irrevocably elect to extend the term of this Agreement in respect of all but not less than all of the Cars in any one or more of the five Car Sets shown on any Schedule or Schedules covered by this Agreement for an additional five (5) year period (the "Renewal Term") commencing at the expiration of the Initial Term for such Car Set. All the terms and provisions of this Agreement shall be applicable during any Renewal Term.

### 3. Supply Provisions

A. Lessor shall purchase Cars from the manufacturer or supplier thereof and lease the same to Lessee in groups of 50 cars or more under any Schedule hereto subject to the execution and delivery by Lessee to Lessor, prior to the Base Lease Commencement Date, of each of the following documents, in each case in form, substance and manner satisfactory to Lessor from time to time: (1) a Schedule pertaining to the Cars then being subjected to the Agreement; (2) a Closing Certificate in the form of Exhibit A; (3) an executed Bill of Sale in the form of Exhibit B hereto and any certificate of title with respect to the Cars vesting title to the Cars in Lessor; (4) a Certificate of Insurance or other evidence satisfactory to Lessor that the requirements of Section 7 have been complied with; (5) a Certificate of Incumbency in the form of Exhibit C hereto; and (6) such other documents as Lessor may reasonably request. In addition, Lessor's obligations hereunder are conditioned upon and subject to Lessor obtaining an appraisal of the Cars then being subjected to the Agreement, prepared by an independent appraiser of Lessor's choice and at its sole expense, stating that: (a) the estimated useful life of the Cars is equal to at least 125% of the term of this Agreement; (b) the fair market value of the Cars on the Base Lease Commencement Date is at least equal to Lessor's cost; and (c) the fair market value of the Cars at the end of the Initial Term, as said term is defined above in Section 2, is reasonably estimated to be at least 20% of Lessor's original cost.

B. The Lessee hereby approves the specifications for the Cars described in Exhibit D attached hereto. Each Car shall be deemed delivered and subject to the terms and provisions of this Agreement on the date set forth in the applicable Schedule. Lessor may, in its sole discretion, utilize its own additional inspectors in the construction and delivery process, but this shall not be construed to require Lessor to engage inspectors for

any purposes. Commencing upon delivery of each Car to the delivery point set forth in the applicable Schedule Lessee shall be solely liable for all costs, charges and expenses on account of or relating to transportation or movement of any Car. If Lessor is required to pay any such amount, Lessee shall reimburse Lessor within thirty (30) days of receiving an invoice from Lessor for such amount.

4. Recordkeeping

A. Lessee, or its agent, shall be responsible for the preparation and filing of all documents relating to the registration, maintenance and recordkeeping functions normally performed with respect to railroad equipment of the type subject to this Agreement including, but not limited to: (i) preparation of appropriate Association of American Railroads ("AAR") interchange agreements with respect to the Cars; (ii) registration of the Cars in the Official Railway Equipment Register and the Universal Machine Language Equipment Register ("UMLER"); and (iii) preparation of any reports as may be required from time to time by the Interstate Commerce Commission ("ICC") and any other regulatory agencies with respect to the Cars.

B. Recordkeeping functions relating to the use of the Cars by Lessee and railroads, including but not limited to car hire reconciliation, collection and receipt of revenues from other railroad companies, records pertaining to maintenance and repair, and billing in accordance with the AAR interchange rules adopted by the AAR Mechanical Division, Operations and Maintenance Department ("Interchange Rules") shall be performed by the Lessee or its agent for the duration of the Agreement with respect to the Cars described on each Schedule. All recordkeeping performed hereunder and all records of payments, charges and correspondence related to the Cars shall be separately recorded and maintained by Lessee in a form suitable for reasonable inspection by Lessor from time to time during regular business hours. During the term of this Agreement and any Schedule, Lessee shall be entitled to all car hire and other revenue collected and received for the Cars.

INITIAL  


5. Warranties and Representation

LESSEE ACKNOWLEDGES THAT LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND RESPECTING THE CARS WHETHER STATUTORY, WRITTEN, ORAL OR IMPLIED AND LESSOR HAS NOT MADE AND DOES NOT HEREBY MAKE, NOR SHALL IT BE DEEMED BY VIRTUE OF HAVING LEASED THE CARS PURSUANT TO THIS AGREEMENT TO HAVE MADE, ANY REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE WORKMANSHIP IN, THE CARS, OR THE LIKE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND LESSOR SHALL NOT BE LIABLE, IN CONTRACT, TORT, OR STRICT LIABILITY FOR ANY LOSS OF BUSINESS OR OTHER CONSEQUENTIAL DAMAGES, WHETHER OR NOT RESULTING FROM ANY OF THE FOREGOING OR OTHERWISE, ON ACCOUNT OF ANY DEFECT, WHETHER HIDDEN, LATENT OR OTHERWISE DISCOVERABLE OR NONDISCOVERABLE RESPECTING ANY CARS. Lessor hereby authorizes Lessee, and Lessee hereby agrees, during the term of this Lease to assert and enforce, from time to time, in the name and for the account of the Lessor whatever claims and rights the Lessor may have against any builders, or contractors in respect to the Cars, provided, however, that Lessor shall retain the right, in its sole discretion, to terminate Lessee's authority hereunder and perform such actions itself or appoint an agent to perform such actions. Lessee agrees to give Lessor reasonable notice of all of its actions regarding such claims and rights.

6. Maintenance

A. Lessee shall, at its expense, perform or have performed all inspections of, maintenance and repairs to, and servicing of the Cars as shall be necessary to maintain the Cars in good and efficient operating condition and repair, reasonable wear and tear excepted, acceptable for unrestricted interchange service, as specified in the Interchange Rules, and in conformity with the requirements of any other governmental or nongovernmental agency having jurisdiction over the operation, safe

condition, maintenance or use of the Cars. All costs and expenses, including without limitation transportation expenses, arising or relating to placing any Car or returning a Car from a private contract shop shall be at Lessee's sole expense.

B. Lessee shall, at its expense, make or cause to be made all alterations, modifications or replacements due to damage or that may be required by the Interchange Rules and this Agreement to maintain the Cars in good operating condition. Otherwise, Lessee shall not, without the prior written consent of Lessor, effect any change in design, construction or body of the Cars or appurtenances thereto. Subject to the prior written consent of Lessor, modifications or additions to the Cars shall be permitted so long as the value and utility of the Cars is not impaired.

C. Title to any alteration, improvement, modification or addition made to any Car, whether or not authorized, shall be considered accessions to such Car and shall be and remain the property of Lessor, provided, however, that should Lessee, with the prior written agreement of Lessor that the addition or improvement is a severable addition, install any addition or improvement on the Unit which is readily removable without causing any damage whatsoever to the Unit and which does not impair the value or utility of the Unit as originally delivered hereunder to Lessee (ordinary wear and tear excepted), and provided that no Event of Default shall have occurred and be continuing, Lessee may remove such addition or improvement before the Unit is returned to Lessor. Lessee shall repair any and all damage, notwithstanding that such damages is not material or substantial, to the Unit resulting from such installation and removal so as to restore the Unit to the condition in which it existed prior to the installation of such addition or improvement (ordinary wear and tear excepted).

7. Insurance

A. Lessee shall, at all times while this Agreement is in effect, at its own expense, cause to be carried and maintained: (i) all-risk, physical loss and damage insurance with respect to the Cars and (ii) public liability insurance with respect to third party personal injury and property damage, in each case in such amounts and for such risks as are customary by Lessor or among railroad companies on similar Cars and with such insurance companies as are rated A15 or higher by the A.M. Best Company, Inc., provided, however, that in no event during the term hereof shall Lessee cause to carry and maintain insurance pursuant to this subpart (ii) in an amount not less than twenty-five million dollars (\$25,000,000.00). All insurance policies shall be taken out in the name of Lessee and shall name Lessor, any financing party designated by Lessor by written notice to Lessee ("Financing Party"), and any assignee of Lessor as additional named insureds and as loss-payees. Said policies shall provide that Lessor, Financing Party and any assignee of Lessor shall receive thirty (30) days' prior written notice of any material changes in coverage, cancellation or failure to renew. In the event that Lessee fails to place insurance, or that said insurance expires, Lessor has the right to purchase the insurance described above and Lessee shall pay the cost thereof. With respect to the additional insureds, Lessee's insurance policies shall be primary to any other valid and available insurance ("Other Insurance") effected by, or for, the additional insureds. Lessee shall require its insurer specifically to waive subrogation, claim and recovery with respect to any Other Insurance. Any and all deductibles in the described policies shall be paid by Lessee.

B. Each policy obtained by Lessee pursuant to this Section shall be in accordance with the above terms and conditions, which terms and conditions shall be set forth on the Certificate of Insurance or other evidence of insurance provided to Lessor pursuant to this Subsection and Subsection 3A above.

Lessee shall furnish to Lessor concurrently with execution hereof and at intervals of not more than twelve (12) calendar months from execution hereof, Certificates of Insurance or other evidence of the aforesaid insurance.

C. Lessee may satisfy the insurance requirements of this Section by self-insurance, provided, however, that upon thirty (30) days prior written notice from Lessor, Lessee shall no longer be permitted to meet the risks assumed by Lessee under this Agreement, including, without limitation, physical loss and damage and public liability with respect to third party personal injury and property damage relating to the Cars (the "Risks"), by self-insurance, and Lessee shall provide Lessor with proof of insurance within thirty (30) days of said notice in such amounts and for such risks and with such insurance companies as are satisfactory to Lessor, in its sole discretion, if either (i) an Event of Default, as set forth in Section 12 hereof, has occurred or (ii) there is a material adverse change in Lessee's financial condition which, in Lessor's sole discretion, adversely affects Lessee's ability to satisfy any and all of its potential obligations regarding the Risks by self-insurance.

#### 8. Storage

In the event that any Car(s) is/are not in use while subject to this Agreement, Lessee shall be responsible for storing any such Car(s) on its lines, at its expense, or for paying all costs associated with storing such Car(s) at another location. Any storage location provided by Lessee which is off Lessee's property shall be as secure as if the Cars were stored on Lessee's property. If Lessor pays any such storage-related costs, Lessee shall reimburse Lessor for such costs within ten (10) days after receiving an invoice from Lessor for such costs.

#### 9. Rent

A. During the term of this Agreement, Lessee shall pay to Lessor for each Car, commencing on the Date In Service

thereof, as monthly rental, the Basic Rent, specified in the applicable Schedules, (which includes any Interim Rent as that term is defined in the Schedule), without deduction, set-off, counterclaim, notice or demand; provided, however, that the Basic Rent shall be increased \$ . per Car per month for each \$100.00 of additional cost incurred in the construction of each Car over the Base Cost Per Car set forth on the applicable Schedule.

B. Unless otherwise specified in the applicable Schedule hereto, the payment of the Basic Rent shall not abate if any Car is out of service for any reason whatsoever.

C. In the event the Basic Rent or other payment due Lessor hereunder is not paid on or before the due date and shall remain unpaid for fifteen (15) days thereafter, Lessee shall also pay to Lessor interest on such amount at the rate of 18% per annum or at such lesser rate as shall be the highest rate permitted by applicable law for the period until the Basic Rent or other payment shall be paid.

D. THIS AGREEMENT IS A NET LEASE AND LESSEE SHALL NOT BE ENTITLED TO ANY ABATEMENT OF BASIC RENT, INTERIM RENT (IF ANY) OR ADDITIONAL RENT (COLLECTIVELY, "RENT") OR OTHER PAYMENTS OF ANY NATURE DUE HEREUNDER, OR ANY REDUCTION, ABATEMENT OR SETOFF THEREOF UNDER ANY CIRCUMSTANCES OR FOR ANY REASON WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY PAST, PRESENT OR FUTURE CLAIMS OF LESSEE AGAINST LESSOR OR ANY OTHER PERSON FOR ANY REASON WHATSOEVER, EXCEPT AS TO CARS SUBJECT TO AN EVENT OF LOSS PURSUANT TO SECTION 10 ONLY UPON LESSEE'S FULFILLMENT OF ALL OF ITS OBLIGATIONS PURSUANT TO SECTION 10 AS TO SUCH CARS. Lessee shall pay and discharge, when due, all amounts required to be paid under this Agreement (other than Basic Rent and Interim Rent) and all license fees, assessments and sales, use, rental, property and other taxes (excluding, however, all taxes on or measured by Lessor's net income) however designated, now or hereafter imposed by any State, Federal, or local government upon any Car or its use, including without limitation, car hire payments and payments

for time and mileage, purchase, handling, occupancy, transfer, sale, ownership, maintenance or repair or payments hereunder, or this Agreement, together with any penalties or interest imposed in connection therewith. This Agreement shall not terminate except as expressly provided herein; nor shall the obligations of Lessee be affected nor shall Lessor have any liability whatsoever to Lessee by reason of any defect in, damage to, or loss of possession, or loss of use, or destruction of the Cars for any reason whatsoever. It is the intention of the parties that Rent and other amounts due hereunder shall continue to be payable in all events in the manner and at the time herein provided unless the obligation to pay the same shall be terminated pursuant to the express terms hereof.

#### 10. Casualty Cars

A. Lessee hereby assumes and shall bear the entire risk of any loss, theft, destruction or damage to each Car. In the event any Car shall be lost, stolen, destroyed, irreparably damaged, worn out or permanently rendered unfit for use for any reason whatsoever, or title thereto shall be requisitioned or taken by any governmental authority under the power of eminent domain or otherwise (hereinafter referred to as an "Event of Loss"), Lessee shall promptly (but in no event later than within sixty (60) days from the date Lessee has notice of an Event of Loss) notify Lessor as to the circumstances and time of such event. On the rental payment date next succeeding such notice, Lessee shall pay to Lessor in immediately available funds, the Casualty Value (as said term is defined later in this Subsection) for such Car as of the Basic Rent payment date for which rental payment was last made. Upon the making of a Casualty Value payment and payment of any other amounts then payable by Lessee hereunder with respect to a Car, the rental for such Car shall cease to accrue and such Car shall cease to be a part of the Cars leased hereunder and such Car, in an "as is" and "where is" condition, shall become the property of Lessee. The Casualty Value for each Car for purposes of this Section 10 shall be an amount equal to that percentage of Lessor's cost applicable to

that Car, as is set forth in Annex B to the applicable Schedule opposite the Basic Rent payment date for which rental payment was last made.

B. Lessor and Lessee agree to cooperate with and to assist each other in any manner reasonably requested to establish and pursue proper claims against parties responsible for loss or destruction of, or damage to, the Cars; provided, however, that this shall not affect their respective obligations under this Section 10.

#### 11. Possession and Use

A. Throughout the term of this Agreement and 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 (i) in accordance with the terms of this Agreement; (ii) in conformity with all Interchange Rules; (iii) solely in the use, service and manner for which the Cars were designed; and (iv) only within the continental limits of the United States of America or in temporary or incidental use in Canada; provided, however, Lessee's rights shall be subject and subordinate to the rights of any owner or secured party under any financing agreement pursuant to which Lessor's obligations thereunder are or become secured by the Cars. Accordingly, following notice to Lessee from any such secured party or owner that an event of default has occurred at any time (including at a time prior to the effective date of this Agreement), and is continuing under such financing agreement, such party may require that rentals and other sums due hereunder shall be paid directly to such party.

B. Lessee shall use the Cars in a careful and prudent manner and at no time shall any Car be used in a service which will subject it to heat, open flames or other unloading practices damaging to Cars. Lessee agrees that the Cars shall at all times be used and operated under and in compliance with the laws of the jurisdiction in which the same are operated and in which the same

may be located, in compliance with all lawful acts, rules, regulations and orders of any governmental bodies or officers having power to regulate or supervise the use of such property, and in accordance with all rules established by the AAR, except that either Lessor or Lessee may, by appropriate proceedings timely instituted and diligently conducted, contest the application of any such act, rule, regulation or order at the expense of the contesting party.

C. At Lessor's election Cars may be marked to indicate the rights of Lessor, of an assignee, mortgagee, trustee, pledgee or security holder of Lessor, or of a lessor to Lessor. Except for renewal and maintenance of the aforesaid markings or lettering indicating that a Car is leased to Lessee, no lettering or marking shall be placed upon any Car by Lessee and Lessee will not remove or change any reporting mark or number indicated on the applicable Schedule except upon the written direction or consent of Lessor. Lessee shall be responsible for all costs associated with any marking changes made at its request.

D. Lessee shall not, with regard to the Cars, or any interest therein or with regard to the Agreement or any Schedule thereto, directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or other security interest or claim arising by, through, or under it, except those created for the benefit of Lessor or any owner or secured party referred to in Subsection A. hereinabove. Lessee shall notify Lessor in writing within five (5) days after any attachment, tax lien or other judicial process shall be attached to any Car. Lessee shall 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 if the same shall arise at any time. If Lessee fails to take action as described in the previous sentence, Lessor may, at Lessee's expense, take such action and Lessee shall pay the cost thereof within ten (10) days of receiving an invoice from Lessor for such costs.

12. Default

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 ten (10) days after the date any such payment is due;

(ii) The breach by Lessee of any other term, representation, warranty, condition of this Agreement, or its failure to comply with any covenant set forth in this Agreement, including without limitation, those in Section 14 hereinbelow, which is not cured within thirty (30) days after receipt of notice of such breach;

(iii) A material and adverse change in Lessee's financial condition;

(iv) Lessee's failure to provide Lessor proof of insurance in the event such proof of insurance is required pursuant to Section 7(C) of this Agreement.

(v) The filing by or against Lessee of any petition or the initiation by or against Lessee of any proceeding: a) for any relief which includes, or might result in, any modification of the obligations of Lessee hereunder; or b) under any bankruptcy, reorganization, receivership, insolvency, moratorium or other laws relating to the relief of debtors, the readjustment of indebtedness, financial reorganization, arrangements with creditors, compositions of or extensions of indebtedness, if in the case of petitions or proceedings if the same have not been dismissed within thirty (30) days of filing; or

(vi) The subjection of any portion of Lessee's property to any levy, seizure, assignment, application, sale for

would be to materially impair Lessee's ability to perform its obligations hereunder; or

(vii) The failure of Lessee to pay its obligations as they mature.

B. Upon the occurrence of any Event of Default hereunder, without limiting Lessor's rights and remedies otherwise provided by law, which shall be available to Lessor in addition to the following rights and remedies (no right or remedy of Lessor being exclusive but all such rights and remedies being available at all times to Lessor, and Lessor, in any case, being entitled to recover all costs, expenses and attorneys' fees incurred by Lessor in enforcing its rights and remedies hereunder), Lessor may, at its option:

(i) Terminate this Agreement and recover damages.

(ii) Proceed by any lawful means to enforce performance by Lessee of this Agreement or to recover damages for a breach hereof.

(iii) By notice in writing to Lessee, terminate Lessee's right to possession and use of some or all of the Cars, whereupon all right and interest of Lessee in such Cars shall terminate; thereupon, Lessor may enter upon any premises where the terminated Cars may be located and take possession of such Cars and henceforth hold, possess and enjoy the same free from any right of Lessee. Lessor shall, in addition, have the right to recover from Lessee any and all rental and mileage amounts which under the terms of this Agreement may then be due or which may have accrued to that date with respect to terminated Cars, together with Lessor's costs and expenses, including reasonable attorneys' fees incurred in securing such enforcement hereof.

(iv) Without terminating this Agreement repossess the Cars. Lessor may relet the same or any part thereof to others upon such terms as Lessor desires. The proceeds of any such reletting shall first be applied to the expenses (including reasonable attorneys' fees) of the retaking and the reletting of the cars and of their delivery to the new lessee(s), and then to the payment of Basic Rent, Additional Rent and/or any other sums due hereunder through the term of this Agreement. Lessee shall pay any deficiency remaining due after the proceeds have been so applied. Lessor shall not be obligated to do any act or exercise any diligence whatsoever in the procuring of another lessee to mitigate the damages of Lessee or otherwise. The election of Lessor to relet the Cars and the acceptance of the Cars by a new lessee shall not release Lessee from liability for any existing or future default in connection with any other covenant or promise herein contained. The obligations to pay such deficiency or sums due and unpaid or any damages suffered by reason of Lessee's default hereunder shall survive the termination of the Agreement and the retaking of the Cars.

### 13. Expiration or Termination

Lessee shall notify Lessor in writing 180 days prior to the expiration of the Initial Term for any Cars on any Schedule hereto of Lessee's desire to continue this Agreement with respect to such Car Set pursuant to the terms of Section 2 hereof.

Upon the expiration of this Agreement or the Initial Term with respect to Cars on any Schedule, Lessee shall surrender possession of such Cars to Lessor pursuant to the expiration provisions in this Section and on the relevant Schedule; provided, however, that Lessee shall give Lessor no less than Ninety (90) days prior written notice of its intention to surrender possession of such Cars. Lessee shall insure that each Car returned to Lessor upon the expiration or termination of the Agreement or the Initial Term for such Cars shall be in the following condition:

A. Each Car shall be (i) in as good condition, order and repair as when delivered to Lessee, normal wear and tear accepted (damage free) as prescribed by Section 6 of this Agreement, (ii) in interchange condition in accordance with AAR and FRA rules and regulations, (iii) suitable for loading of the commodities intended to be loaded in such Cars or commodities allowed in the applicable Schedule, (iv) free from all accumulations or deposits from commodities transported in or on it while in the service of Lessee, (v) free of any and all Rule 95 damage, (vi) free of ASF Roadmaster and Barber Can-Am frame brace trucks specialty components including without limitation ASF's special roller bearing adapter and elastomeric pad arrangement, the frame brace and resilient pads above the roller bearing adapters in the Barber truck ("Specialty Components") if Specialty Components in Lessor's reasonable discretion would diminish the value or utility of the Cars and the Lessee hereby agrees that upon notice by Lessor of this determination it will promptly or will provide for the prompt removal of the Specialty Components from the Cars and replace them, at Lessee's sole expense, with all necessary standard truck components acceptable to Lessor in its reasonable discretion.

B. Until the Cars are delivered to and accepted by Lessor pursuant to this Section, Lessee shall continue to be liable for and shall pay all rental at the rate being paid immediately prior to expiration; provided, however, if Lessor, pursuant to its rights under this Agreement, requests the return of the Cars and Lessee fails to return any Cars in its possession, Lessor, at its option, may increase without notice to Lessee the rate Lessee is required to pay to One Hundred Fifty Percent (150%) of the rate being paid immediately prior to expiration, and Lessee shall in addition make all other payments and keep all obligations and undertakings required of Lessee under any and all provision of this Agreement as though such expiration had not occurred. Nothing in this Section shall give Lessee the right to retain possession of any Car after expiration or termination of this Agreement with respect to such Car.

C. Lessee shall bear the costs associated with remarking each Car, which remarking shall be performed at a facility mutually agreed to by Lessor and Lessee, provided, however, that if a mutual agreement as to the selection of such a facility is not reached within a reasonable period of time, Lessor may select such a facility, provided, however, that such a facility shall be within a reasonable distance from Lessee's railroad lines under all of the circumstances. Remarkings shall include the following: a) removal of existing mandatory markings and all company logos of Lessee; b) complete cleaning of the area where new marks are to be placed as designated by Lessor; c) application of new mandatory markings designated by Lessor; and d) any transportation involved in moving each Car to and from a suitable work area to perform the remarking set forth in this Section. Lessor shall use its reasonable efforts to insure that the costs associated with remarking each car are reasonable. At Lessor's request, Lessee shall change the reporting marks on each Car prior to the last loaded move of the Cars in Lessee's service.

D. Notwithstanding expiration of the term of this Agreement or any Schedule, damage to the Cars occurring during the term of the Agreement or any Schedule, including any metallurgical damage to the Cars, shall continue to be Lessee's responsibility and such damage shall be repaired at Lessee's sole expense prior to the return of the Cars to Lessor; and Lessor may conduct such testing of the Cars, at Lessor's expense, to ensure that the Cars are free from such metallurgical damage.

#### 14. Inspection and Information

Lessee shall provide Lessor reasonable access, at any time during normal business hours, to any premises where the Cars may be located for the purpose of inspecting and examining the Cars to ensure Lessee's compliance with its obligations hereunder. Lessee shall promptly, upon the request of Lessor furnish to

Lessor a list, certified by an officer of Lessee, of all Cars then covered by this Agreement and information regarding movement and condition of the Cars, including such other pertinent information about the Cars as Lessor may request.

15. Indemnification

(A) Lessee does hereby assume liability for, and does hereby unconditionally agree to indemnify, protect, save and keep harmless Lessor and its successors, assigns, representatives, directors, officers, employees, attorneys, agents and servants from and against and agrees to pay, when due any and all losses, damages, liabilities, obligations, penalties, fines, interest, payments, charges, demurrage claims, actions, suits, costs, expenses and disbursements, including legal expenses, of whatsoever kind and nature in contract or tort, including but not limited to, Lessor's strict liability in tort, arising out of: the manufacture, purchase, acceptance or rejection, ownership, titling, registration, delivery, lease, use, financing, sale, possession, storage, operation, condition, repair, replacement, reconstruction, removal, return or other disposition of Cars, including without limitation, (i) any claim relating to or arising out of or alleged to arise out of any latent, patent or other defect whether or not discoverable by Lessor or Lessee; (ii) any claim for patent, trademark or copyright infringement; (iii) any claim based on strict liability in tort; (iv) any claim that all conditions precedent to the transactions as contemplated herein are not satisfied or waived, or any Car is not leased to Lessee hereunder; (v) any claim for any loss of or damage to commodities loaded or shipped in or on the Cars; (vi) any claim resulting from excess empty mileage or empty movement of the Cars; and (vii) any loss, damage, taxes, customs and/or duties imposed on any Car due to use outside the Continental United States and loss of any and all tax benefits or other expenses resulting from such use.

(B) Lessor and Lessee agree that Lessor and the

consolidated taxpayer group of which Lessor is a member (all references to the Lessor in this Section 15B. include such consolidated group) shall be treated for Federal income tax purposes (and to the extent allowable, for state and local tax purposes) as the owner of all Cars leased hereunder; and Lessee represents, warrants and covenants that (i) the Cars are "7-year property" (within the general classification of property in §168 (e) of the Internal Revenue Code of 1986, as amended); ~~and Lessor shall be entitled to accelerated cost recovery deductions in an amount equal to 200% of Lessor's cost;~~ (ii) all income and loss associated with the Cars will be derived from sources within the United States; (iii) Lessee has made no investment in the Cars; and (iv) the Cars are complete for their intended use.

(C) Lessee hereby represents, warrants and covenants that at no time during the term of this Agreement with respect to any Car will the Lessee take or omit to take, nor will it permit any permitted sublessee or assignee, to take or omit to take any action (whether or not such act or omission is otherwise permitted by the terms of this Agreement) which act or omission will result in the disqualification of any Car for, or the recapture of, all or any portion of the cost recovery deductions allowed under §168 of the Internal Revenue Code of 1986, as amended, ("Recovery Deductions"). If as a result of a breach of any representation, warranty or covenant of the Lessee contained in this Agreement or in the Purchase Order relating to any Car (x) tax counsel of Lessor shall determine that Lessor is not entitled to claim on its Federal income tax return all or any portion of the Recovery Deduction on the basis described in Subsection (B) above with respect to any Car, or (y) any such Recovery Deduction claimed on the Federal income tax return of the Lessor is disallowed or adjusted by the Internal Revenue Service, or (z) any such Recovery Deduction is recomputed or recaptured (any such determination, disallowance, adjustment, recomputation or recapture being herein called a "Loss"), then Lessee shall pay to Lessor as an indemnity such amount, or from time to time such amounts, on each succeeding Basic Rent payment date after written

notice to Lessee by Lessor of such Loss, as shall, in the reasonable opinion of Lessor, cause Lessor's after-tax economic yields and cash flows, computed on the same assumptions, including tax rates, as were utilized by Lessor in originally evaluating this transaction (such economic yields and cash flows being hereinafter called the "Net Economic Return") to equal the Net Economic Return that would have been realized by Lessor if such Loss had not occurred; provided, however, that Lessee shall not be obligated to pay the additional sums due pursuant to this Subsection (C) for any Loss related to a change in applicable tax laws or regulations for any Cars subject to any Schedule at the time of such change; and provided, further, that only in the event of such a change, Lessee may, in its sole discretion, terminate its obligation to lease Cars not subject to a Schedule at the time of such change. The amount payable to Lessor pursuant to this Subsection shall be payable 30 days after written demand therefor from Lessor accompanied by a written statement describing in reasonable detail such Loss and the computation of the amount so payable.

D. Upon receipt of a formal notification from Federal taxing authorities of a proposed disallowance or adjustment of any Recovery Deduction, with respect to which an indemnity is payable by Lessee in accordance with Subsection (C) (such disallowance or adjustment being hereinafter called a "Disallowance"), Lessor shall immediately notify Lessee of the Disallowance. Lessor hereby agrees to exercise in good faith its efforts (determined in the sole discretion of Lessor to be reasonable, proper and consistent with the overall tax interests of Lessor) to avoid requiring Lessee to pay such indemnity; provided, however, that Lessor shall have the sole discretion to determine whether or not to undertake judicial or administrative proceedings beyond the level of a Federal auditing agent; and provided, further, that Lessor shall not be required to take any action pursuant to this sentence unless and until Lessee shall have indemnified Lessor for any liability or loss which Lessor may incur as a result of contesting such Disallowance and shall have

paid Lessor on demand all costs and expenses, including attorneys' fees and costs, which Lessor may incur in contesting such Disallowance.

E. All of Lessor's rights, privileges and indemnities contained in this Section 16 shall survive the expiration or other termination of this Agreement and the rights, privileges and indemnities contained herein are expressly made for the benefit of, and shall be enforceable by Lessor, its successors and assigns.

16. Reports. Promptly upon its becoming available after the end of each fiscal year of Lessee during the term hereof, Lessee shall furnish to Lessor financial statements of income and changes in financial condition of Lessee for such year and a balance sheet of Lessee as of the end of such year, examined by independent public accountants selected by Lessee and bearing the audit report of such accountants.

17. Condition on Lessor's Obligations.

Notwithstanding anything herein to the contrary, Lessor's obligation to lease any or all of the Cars hereunder is subject and conditioned upon delivery of the Cars from Bethlehem Steel Corporation ("Bethlehem") to Lessor or its designee. If Bethlehem fails to or delays in delivering the Cars to Lessor or its designee for any reason whatsoever, Lessor shall not be liable to Lessee for breach of this Agreement or upon any other basis, at law or in equity, for any damages of any Nature or kind including without limitation compensatory, consequential or punitive damages.

18. 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;

provided, however, that Lessee may not without the prior written consent of Lessor, assign this Agreement or any of its rights or obligations hereunder or sublease any Cars to any party or assign any Cars to any party, except Lessee's affiliates and subsidiaries. Any purported assignment or sublease in violation hereof shall be void.

B. All rights of Lessor under this Agreement may be assigned, pledged, mortgaged, transferred or otherwise disposed of either in whole or in part with notice to Lessee.

C. If any term or provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to other persons or circumstances shall not be affected thereby, and each provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

D. Both parties agree to execute the documents contemplated by this transaction and such other documents as may be required in furtherance of any financing agreement entered into by Lessor or its assignees in connection with the acquisition, financing or use of the Cars, in order to confirm the financing parties' interest in and to the Cars, this Agreement and Schedules hereto, and to confirm the subordination provisions contained in Section 11 of this Agreement.

E. Lessor's failure to exercise or delay in exercising any right, power or remedy available to Lessor shall not constitute a waiver or otherwise affect or impair its rights to the future exercise of any such right, power, or remedy. No waiver, indulgence or partial exercise by Lessor of any right, power, or remedy shall preclude any further exercise thereof or the exercise of any additional right, power or remedy.

F. Any notices required or permitted to be given pursuant to the terms of this Agreement shall be deemed given when given by telecopy or telex or made in writing, deposited in

the United States mail, registered or certified, postage prepaid, addressed to:

Lessor: Westinghouse Credit Corporation  
One Oxford Centre  
Pittsburgh, PA 15219  
Attn.: Thomas Flickinger

Lessee: Union Pacific Railroad Co.  
1416 Dodge Street  
Omaha, NE 68177  
Attn.: \_\_\_\_\_

or to such other addresses as Lessor or Lessee may from time to time designate.

G. The terms of this Agreement and all rights and obligations hereunder shall be governed by the internal laws of the Commonwealth of Pennsylvania.

H. The obligations and liabilities of Lessor and Lessee hereunder shall survive the expiration or termination of this Agreement.

I. This Agreement and any Schedules now or hereafter attached hereto represents the entire Agreement. This Agreement shall not be modified, altered, or amended, except by an agreement in writing signed by the parties.

J. This Agreement may be executed in any number of counterparts, and such counterparts together shall constitute but one and the same contract.

Lessor: WESTINGHOUSE CREDIT CORPORATION

Lessee: UNION PACIFIC RAILROAD

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

0754/A

By: \_\_\_\_\_

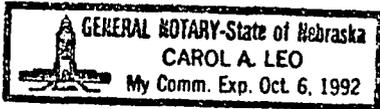
Title: \_\_\_\_\_

Date: \_\_\_\_\_

4/12/89

STATE OF NEBRASKA )  
 )  
COUNTY OF DOUGLAS ) SS:

On this 12th day of April, 1989, before me personally appeared Mike Walsh to me personally known, who being by me duly sworn says that such person is Chairman of Union Pacific Railroad, that the foregoing Master Lease Agreement was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



*Carol A. Leo*  
Notary Public

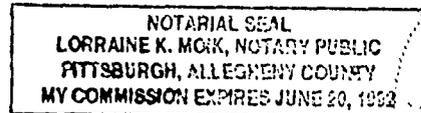
0754/A  
32989-930

STATE OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

On this 17th day of April, 1989, before me personally appeared Thomas E. Flickinger to me personally known, who being by me duly sworn says that such person is Vice President Portfolio Management of Westinghouse Credit Corporation, that the foregoing Master Lease Agreement was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Lorraine K. Mork*  
\_\_\_\_\_  
Notary Public

0754/R  
41789-1115



Member, Pennsylvania Association of Notaries

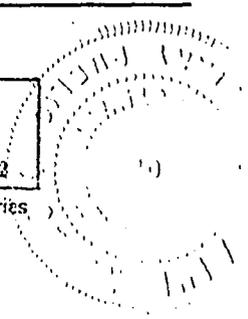


EXHIBIT A

CLOSING CERTIFICATE

The undersigned, Michael H. Walsh, is Chief Executive Officer of UNION PACIFIC RAILROAD COMPANY ("Lessee") and hereby represents and warrants on behalf of Lessee to WESTINGHOUSE CREDIT CORPORATION ("Lessor") as follows pursuant to the Master Lease Agreement dated April 12, 1989 (the "Agreement") between Lessor and Lessee:

1) Lessee is a corporation duly organized, validly existing and in good standing under the laws of the state where it is incorporated. Insofar as is material to Lessor's rights and Lessee's obligations under this Agreement, including without limitation, Schedules No. 1 through 5, inclusive, Lessee has the corporate power and authority to and is duly qualified and authorized to: (i) do business wherever necessary to carry out its present business and operations, (ii) own or hold under lease its properties, and (iii) perform its obligations under this Agreement and the Schedules thereto, including without limitation, Schedules No. 1 through 5, inclusive.

2) The entering into and performance of this Agreement and the Schedules thereto, including without limitation, Schedules No. 1 through 5, inclusive, by Lessee has been duly authorized by all necessary corporate authority and will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, any agreement of Lessee. Nor will Lessee's entering into and performance of this Agreement result in the the creation of any lien, charge or security interest in this Agreement pursuant to any instrument to which Lessee is party or by which it or its assets may be bound.

3) There is no action or proceeding pending or threatened against Lessee before any court, administrative agency or other governmental body which might result in any material adverse effect on the business, properties and assets, or condition, financial or otherwise, of Lessee such that Lessee's ability to perform its obligations hereunder would be materially and adversely affected.

4) The following documents have been received by Lessor:

(a) A certificate of Lessee showing the incumbency and the specimen signatures of the authorized signatories of Lessee who will execute the Agreement and such other documents required to be delivered in connection with the lease of the Cars (the "Documents");

(b) An appraisal of the Equipment satisfactory to Lessor; and

(c) A Certificate of Insurance or other evidence satisfactory to Lessor that the requirements of Section 7 of the Agreement have been complied with.

5) There is no fact which Lessee has not disclosed in writing to Lessor, nor is Lessee a party to any agreement or instrument or subject to any charter or other corporate restriction which, so far as Lessee can now reasonably foresee, would alone or in combination with other factors have a material adverse impact on Lessee' business, condition, property, holdings or the ability of Lessee to perform its obligations under this Agreement.

6) The representations and warranties and covenants of Lessee contained in this Exhibit are true and correct on the date hereof;

7) No Event of Default (as defined in the Agreement) and no condition, event, act or omission which with notice or lapse of time or both, would constitute an Event of Default has occurred and is continuing.

8) Simultaneous with the execution hereof, an opinion of counsel for Lessee as to the matters set forth in paragraphs (1) through (3), and to such other matters as Lessor may reasonably request, shall have been delivered to Lessor;

~~9) Attached hereto is a copy of the Certification of Resolutions of Lessee's Board of Directors, Authorizing The Lease Of Cars.~~



UNION PACIFIC RAILROAD COMPANY,  
Lessee

By: [Signature]  
Chief Executive Officer

Date: 4/12/89

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Lessee.

[Signature]  
Secretary  
(Corporate Seal)

Dated this 12 day of APRIL, 1989.

0754/G  
33089/1010

EXHIBIT B

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
(hereinafter referred to as "Seller"), with its principal place  
of business at \_\_\_\_\_  
for and in consideration of sum of Ten Dollars (\$10.00) and  
other good and valuable consideration to it in hand paid by  
WESTINGHOUSE CREDIT CORPORATION (hereinafter referred to as  
"Buyer") with an address at One Oxford Centre, Pittsburgh, PA  
15219, the receipt whereof is hereby acknowledged, has granted,  
bargained, sold, conveyed, transferred, assigned and delivered,  
and by these presents does grant, bargain, sell, convey,  
transfer, assign and deliver unto Buyer, its successors and  
assigns, all of its right, title and interest in certain  
machinery, equipment and other personal property (herein called  
"the Cars"), which is described in Schedule "A" annexed hereto  
and made a part hereof. Seller shall deliver the Cars to, and  
Buyer shall accept delivery at those places designated by Buyer.

TO HAVE AND TO HOLD all and singular the Cars by these  
presents bargained, sold and confirmed unto the Buyer, its  
successors and assigns, forever.

AND, Seller, for itself, its successors and assigns, does  
hereby covenant with Buyer that at the time of this sale, Seller  
had legal title to the Cars, and at the time of delivery of the  
Cars to the Buyer, the Seller's title to the Cars was good and  
marketable and free and clear of all liens, claims and  
encumbrances of any nature whatsoever and will warrant and defend  
the same against any person or persons claiming the same.

IN WITNESS WHEREOF, Seller has caused this instrument to be  
executed in its name by an authorized officer as of this \_\_\_\_ day  
of \_\_\_\_\_, 1989.

\_\_\_\_\_  
By: \_\_\_\_\_  
Title:

EXHIBIT C

CERTIFICATE OF INCUMBENCY

RE: Master Lease Agreement dated \_\_\_\_\_, 1989  
between Westinghouse Credit Corporation and Union Pacific  
Railroad Company

I hereby certify that I am duly elected, qualified and presently serving \_\_\_\_\_ of Union Pacific Railroad Company (the "Company"). I further certify that each of the persons listed below was duly elected to and on the date hereof holds the office set forth opposite his name and that the signature appearing opposite the name of such officer is the genuine signature of such officer. Such person has the power and authority to execute any and all documents on behalf of the Company relating to the above referenced transaction and to bind the Company to perform in accordance with the terms thereof.

<u>Name</u>	<u>Office</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company this \_\_\_\_ day of \_\_\_\_\_, 1989.

\_\_\_\_\_  
Name:  
Title:

(Corporate Seal)

EXHIBIT D  
SPECIFICATIONS

0754/E/2



JOHNSTOWN, PA. 15907

BETHGON COALPORTER CAR - ALUMINUM/STEEL

SPECIFICATION

X-300-958

ARRANGEMENT DRAWING AX-300-958

OCTOBER 14, 1988

REV. "B" 4/25/89  
REV. "A" 10/31/88

SPECIFICATION X-300-958

FOR

BETHGON COALPORTER CAR - ALUMINUM/STEEL

GENERAL DIMENSIONS:

Length Inside -----	47' - 9-1/8"
Over Strikers -----	50' - 5-1/2"
Over Pulling Faces of Free Couplers -----	53' - 1"
Truck Centers -----	40' - 6"
Width Inside -----	9' - 9-1/2"
Over Top Chords -----	10' - 7-1/8"
Over Side Sills -----	10' - 6-3/4"
Over Side Stakes -----	10' - 6-7/8"
Height Rail to Top of Side Top Chord -----	12' - 5"
Rail to Top of Corner Conn. Rivet (Extreme Height)-----	12' - 6-11/16"
Cubic Capacity -----	4300 Cu. Ft.
10" Average Heap -----	4690 Cu. Ft.
"B" Center of Gravity - Loaded with 10" Average Heap -----	85.6"
Lightweight -----	43,000 Lbs.

GENERAL DESCRIPTION:

Car to be an all steel underframe, aluminum bodied, riveted side, through center sill, open top coal car with a twin rounded bottom, designed for rotary dump service. Design based on AAR Plate "B". Car will comply with the Department of Transportation, Federal Railroad Administration, safety requirements.

MATERIAL SPECIFICATION:

Material used in the construction of the car body and not specifically mentioned will meet the following minimum specifications:

Steel

Plates - ASTM A-36  
Shapes - ASTM A-36  
Bars - ASTM A-36  
Sheets & Strips - ASTM A-570, Grade 33, .20% Min. Cu.  
Brake Pins - AAR Standard  
Brake Pipe - ASTM A-53

Aluminum

Plates - Bars - 5083-H321  
Extrusions - 6061-T6

**TRUCKS:**

"B" Basic Design per attached schedules, in 110 C/S Lots.

Wheels: CH36, Class "C"  
Axles: AAR Standard for 6-1/2" x 12" NFL Roller Bearings  
Brake Beam Wear Plate: Holland  
Brake Shoes: 2" Thick Composition  
Side Bearings: Miner Constant Contact  
Pedestal Frame Keys: Required  
Adapters: Hardened Crown and Shoulders

**BRAKE EQUIPMENT:**

"B" ABDW foundation brake equipment with socket welded fittings. Brake regulator applied below center sill. Brake system designed to meet AAR requirements.  
Brake system designed with Sloan Model 7100 or WABCO SC-1 empty load device.

**TRUCK DESIGN REQUIREMENTS ARE AS FOLLOWS:**

**TYPE:** XC-RVII

**CAPACITY:** 100 Ton

**STEEL:** Side frames and bolsters - Grade "B" steel

**SPRING TRAVEL:** 4-1/4"

**BEARING SIZE:** 6-1/2" x 12" NFL TYPE

**WHEEL BASE:** 5' - 10"

**DIAMETER OF WHEELS:** 36"

**TRUCK LEVER CONNECTION:** Offset type below bolster

**LEVER SIZES:** DEAD 8" X 14" LIVE 8" X 14"

**BRAKE BEAMS:** No. 18 Unit Type

**FULCRUM LUG:** Omit

**CENTER PLATE DIAMETER:** 16"

**CENTER PLATE HEIGHT:** 2' - 1-1/16"

**CENTER PLATE RIM HEIGHT:** 1-3/4" above horizontal wear liner - bowl machined with "J" groove

**CENTER PLATE HORIZONTAL WEAR LINER:** Drop in type ASTM A-514, Gr. "B"

**CENTER PLATE VERTICAL WEAR LINER:** Type 304 Stainless - applied by car builder

**CENTER PLATE SURFACE:** AAR Manual page D-101, Lat. Rev., Standard S-305-78

**SPRING GROUPING:** 9 Outer D-7; 5 Inner D-7;

**SUPPLEMENTAL SNUBBING:** None

**SIDE BEARING CENTERS:** 4' - 2"

**SIDE BEARING PADS:** 2 Hole Type for Miner TCC 4500

**COLUMN WEAR PLATE APPLICATION:** Grade 8 bolts and welding

**COLUMN WEAR PLATE APPLIED BY:** Foundry

**COLOR OF PAINT:** Black

UP 3400-599 (110 CS)

TRUCK DESIGN REQUIREMENTS ARE AS FOLLOWS:

TYPE: Barber HD

CAPACITY: 100 Ton

STEEL: Side frames and bolsters - Grade "B" steel

SPRING TRAVEL: Dual Rate

BEARING SIZE: 6-1/2" x 12" NFL TYPE

WHEEL BASE: 5' - 10"

DIAMETER OF WHEELS: 36"

TRUCK LEVER CONNECTION: Offset type below bolster

LEVER SIZES: DEAD 8" X 14" LIVE 8" X 14"

BRAKE BEAMS: No. 18 Unit Type

FULCRUM LUG: Omit

CENTER PLATE DIAMETER: 16"

CENTER PLATE HEIGHT: 2' - 1-1/16"

CENTER PLATE RIM HEIGHT: 1-3/4" above horizontal wear liner - bowl machined with "J" groove

CENTER PLATE HORIZONTAL WEAR LINER: Drop in type ASTM A-514, Gr. "B"

CENTER PLATE VERTICAL WEAR LINER: Type 304 Stainless - applied by car builder

CENTER PLATE SURFACE: AAR Manual page D-101, Lat. Rev., Standard S-305-78

SPRING GROUPING: 6 Main Springs B-291  
6 Top Springs B-296  
1 Center Spring, AAR D-5 Inner

SUPPLEMENTAL SNUBBING: None

SIDE BEARING CENTERS: 4' - 2"

SIDE BEARING PADS: 2 Hole Type for Miner TCC 4500

COLUMN WEAR PLATE APPLICATION: Grade 8 bolts and welding

COLUMN WEAR PLATE APPLIED BY: Car builder

COLOR OF PAINT: Black

TRUCK DESIGN REQUIREMENTS ARE AS FOLLOWS:

TYPE: ASF RoadMaster

CAPACITY: 100 Ton

STEEL: Side frames and bolsters - Grade "B" steel

SPRING TRAVEL: 4-1/4"

BEARING SIZE: 6-1/2" x 12" NFL TYPE

WHEEL BASE: 5' - 10"

DIAMETER OF WHEELS: 36"

TRUCK LEVER CONNECTION: Offset type below bolster

LEVER SIZES: DEAD 8" X 14" LIVE 8" X 14"

BRAKE BEAMS: No. 18 Unit Type

FULCRUM LUG: Omit

CENTER PLATE DIAMETER: 16"

CENTER PLATE HEIGHT: 2' - 1-1/16"

CENTER PLATE RIM HEIGHT: 1-3/4" above horizontal wear liner - bowl machined with "J" groove

CENTER PLATE HORIZONTAL WEAR LINER: Drop in type ASTM A-514, Gr. "B"

CENTER PLATE VERTICAL WEAR LINER: Type 304 Stainless - applied by car builder

CENTER PLATE SURFACE: AAR Manual page D-101, Lat. Rev., Standard S-305-78

SPRING GROUPING: 7 Outer D-7; 6 Inner D-7;

SUPPLEMENTAL SNUBBING: None

SIDE BEARING CENTERS: 4' - 2"

SIDE BEARING PADS: 2 Hole Type for Miner TCC 4500

COLUMN WEAR PLATE APPLICATION: Grade 8 bolts and welding

COLUMN WEAR PLATE APPLIED BY: Car builder

COLOR OF PAINT: Black

NOTE: Side frames to be furnished with Roadmaster pedestal pads bolted in place.

TRUCK DESIGN REQUIREMENTS ARE AS FOLLOWS:

TYPE: ASF Ride Control  
CAPACITY: 100 Ton  
STEEL: Side frames and bolsters - Grade "B" steel  
SPRING TRAVEL: 4-1/4"  
BEARING SIZE: 6-1/2" x 12" NFL TYPE  
WHEEL BASE: 5' - 10"  
DIAMETER OF WHEELS: 36"  
TRUCK LEVER CONNECTION: Offset type below bolster  
LEVER SIZES: DEAD 8" X 14" LIVE 8" X 14"  
BRAKE BEAMS: No. 18 Unit Type  
FULCRUM LUG: Omit  
CENTER PLATE DIAMETER: 16"  
CENTER PLATE HEIGHT: 2' - 1-1/16"  
CENTER PLATE RIM HEIGHT: 1-3/4" above horizontal wear liner - bowl machined with "J" groove  
CENTER PLATE HORIZONTAL WEAR LINER: Drop in type ASTM A-514, Gr. "B"  
CENTER PLATE VERTICAL WEAR LINER: Type 304 Stainless - applied by car builder  
CENTER PLATE SURFACE: AAR Manual page D-101, Lat. Rev., Standard S-305-78  
SPRING GROUPING: 9 Outer D-7; 5 Inner D-7;  
SUPPLEMENTAL SNUBBING: None  
SIDE BEARING CENTERS: 4' - 2"  
SIDE BEARING PADS: 2 Hole Type for Miner TCC 4500  
COLUMN WEAR PLATE APPLICATION: Grade 8 bolts and welding  
COLUMN WEAR PLATE APPLIED BY: Car builder  
COLOR OF PAINT: Black

Rev."A" 2/14/89

UP 3400-599 (110 CS)

TRUCK DESIGN REQUIREMENTS ARE AS FOLLOWS:

TYPE: Barber HD with Frame Brace Truck

CAPACITY: 100 Ton

STEEL: Side frames and bolsters --Grade "B" steel

SPRING TRAVEL: Dual Rate

BEARING SIZE: 6-1/2" x 12" NFL TYPE

WHEEL BASE: 5' - 10"

DIAMETER OF WHEELS: 36"

TRUCK LEVER CONNECTION: To be determined

LEVER SIZES: To be determined

BRAKE BEAMS: No. 18 Unit Type

FULCRUM LUG: To be determined

CENTER PLATE DIAMETER: 16"

CENTER PLATE HEIGHT: 2' - 1-1/16"

CENTER PLATE RIM HEIGHT: 1-3/4" above horizontal wear liner - bowl machined with "J" groove

CENTER PLATE HORIZONTAL WEAR LINER: Drop in type ASTM A-514, Gr. "B"

CENTER PLATE VERTICAL WEAR LINER: Type 304 Stainless - applied by car builder

CENTER PLATE SURFACE: AAR Manual page D-101, Lat. Rev., Standard S-305-78

SPRING GROUPING: 6 Main Springs B-291  
6 Top Springs B-296  
1 Center Spring, AAR D-5 Inner

SUPPLEMENTAL SNUBBING: None

SIDE BEARING CENTERS: 4' - 2"

SIDE BEARING PADS: 2 Hole Type for Miner TCC 4500

COLUMN WEAR PLATE APPLICATION: Grade 8 bolts and welding

COLUMN WEAR PLATE APPLIED BY: Car builder

COLOR OF PAINT: Black

NOTE: Side frames to be furnished with integrally cast frame brace mounting bracket.

**HAND BRAKE:**

AAR 80 hand brake mounted low.

**BRAKE STEP:**

AAR standard 10" X 30", 1 per car.

**BRAKE BADGE PLATE:**

Etched stainless steel.

**CAR BODY STRUCTURE:**

<u>ITEM</u>	<u>NO. PER CAR</u>	<u>SIZE</u>	<u>MATERIAL SPECIFICATION</u>
<b><u>UNDERFRAME:</u></b>			
"A" Center Sill	1	(2) CSC13 x 41.2# welded together to meet AAR requirements.	ASTM A-572, Gr. 50, Type 2 CBS
Bolster Web	2	5/16" Plate	ASTM A-572, Gr. 50, Type 2
Bols. Reinf. Plt.	2	3/8" Plate	ASTM A-572, Gr. 50, Type 2
Bols. to Side Conn.	4	3/8" Plate	ASTM A-36
Bols. to Ctr. Sill Guss.	4	1/4" Plate	ASTM A-36
Side Bearing Web	8	5/16" Plate	ASTM A-572, Gr. 50, Type 2
Side Brg. Face Plt.	4	7/16" Plate	ASTM A-572, Gr. 50, Type 2
Side Brg. Tie Plt.	4	7/16" Plate	ASTM A-572, Gr. 50, Type 2
<b><u>DRAFT AREA:</u></b>			
Draft Sill Casting	2	Arranged for Type "F" rotary and non-rotary couplers and integral hardened center plates.	AAR M-201, Gr. "B"
Couplers	2	Type "F" rotary on "A" end Type "F" non-rotary on "B" end.	AAR M-211, Gr. "E"
Coupler Yokes	2	Rotary Yoke on "A" end Non-rotary Y45AE on "B" end.	AAR M-211, Gr. "E"
Uncoupling Device		Single operating bail type on rotary end; single operating standad type on non-rotary end.	Mfr's Std.
"B" Coup. Carr. Wear Plt.	2	Various thickness	Manganese Steel
"B" Draft Gear	2	For 24-5/8" Pocket	AAR M-901-E
"B" Draft Gear Carrier	2	Bar 8" x 5/8"	ASTM A-36
"B" Safety Plate	2	Bar 5-1/2" x 5/8"	ASTM A-36

**BODY ALUMINUM:**

**SIDES - RIVETED CONSTRUCTION:**

	Side Sheet - Center	2	3/16" Plate	5083-H321
	Side Sheet - End	4	3/16" Plate	5083-H321
	Side Top Chord	2	"P" Extrusion at 7.98#/Ft. (BX-510-19)	6061-T6
"A"	Side Sill	2	L 5" x 3-1/2" x 3/8"	6061-T6
	Side Stake	26	Flanged Hat Shaped Extrusion at 4.28#/Ft. (BX-510-16)	6061-T6
"B"	Top Chord Dumper Clamp Pad		Bar 3-1/2" x 1/2"	6061-T6

**ENDS:**

	End Sheet	2	3/16" Plate	5083-H321
	End Top Chord	2	C Extrusion @ 5.063#/Ft. (BX-510-11)	6061-T6
	End Post	2	Extrusion @ 6.28#/Ft. (BX-510-13)	5083-H321
	Corner Post	4	L 3-1/2" x 3-1/2" x 1/4"	6061-T6

**FLOORS:**

	Int. Floor	2	1/4" Plate	5083-H321
	Slope Floor Sheet	2	1/4" Plate	5083-H321
	Bottom Floor Pans	2	3/16" Plate Semi- Circular Shaped	5083-H321
	Closure Plate	4	1/4" Plate	5083-H321
	Tub Top Corner Conn.	8	3/16" Plate	5083-H321
	Intr.Cr'Br.	2	"C" Extrusion at 7.64#/Ft. (BX-510-2 Mod.)	6061-T6

**INTERIOR BRACING**

"A" Three "K" Frames per car, each consisting of:

	Bottom Angle	1	L 5" x 5" x 3/8"	6061-T6
	Bottom Angle Conn. at Ctr. Sill	1	L 5" x 5" x 3/8"	6061-T6
	Diagonal Angles	2	L 5" x 5" x 3/8"	6061-T6
	Top Tie	1	Y Section @ 4.61# (BX-510-20)	6061-T6
	Side Conn. @ Top	4	L 5" x 3-1/2" x 3/8"	6061-T6
	Side Conn. Plt.	2	3/8" Plate	5083-H321

MISCELLANEOUS - STEEL:

Route Card Board	2	AAR Standard	
Defect Card Holder	1	AAR Standard	
Sill Steps	4	2" x 1/2" Bar	ASTM A-576, Gr. "C"-1015
Grab Irons & Ladder		3/4" Dia. except 1" Dia.	ASTM A-576, Gr. "C"-1015
Rungs		if over 36" long.	
King Pin	2	2" Dia.	AISI C-1020
Side Bearing Wear Plt.	4	Flt. 4" x 5/8"	AISI C-1045, BHN 277-341
Brake Pins		AAR Standard	
Bolster Conn.	4	1/4" Plate	ASTM A-36
"A" Sub-Side Sill	4	L 5" x 3-1/2" x 3/8"	ASTM A-36
"A" Diagonal Brace	4	L 4" x 3" x 1/4"	ASTM A-36
"A" End Sill	2	L 5" x 3-1/2" x 5/16"	ASTM A-572, Gr. 50, Type 2

MISCELLANEOUS - ALUMINUM:

Drain Hole & Covers	6 Sets of Two 2" Dia. drain holes with angle shaped covers	6061-T6
---------------------	--	---------

PAINTING:

Exterior of steel underframe to be solvent cleaned.

Laps and Joints: One coat of mastic applied to all steel-aluminum riveted joints. One coat of primer applied to all steel-steel riveted joints.

Inaccessible Surfaces: All steel surfaces which will be inaccessible after assembly to be given one coat of primer.

Body: Aluminum surfaces to be unpainted. Steel surfaces to receive one coat of direct-to-metal black finish paint, 3 mils total dry film thickness.

"A" Rotary End To receive one coat, 3 mils minimum, of a contracting body color. To include end sheets and side sheets to a point 2" from bolster stakes.

NOTE: Slight overspray allowed on aluminum surfaces when painting steel structure.

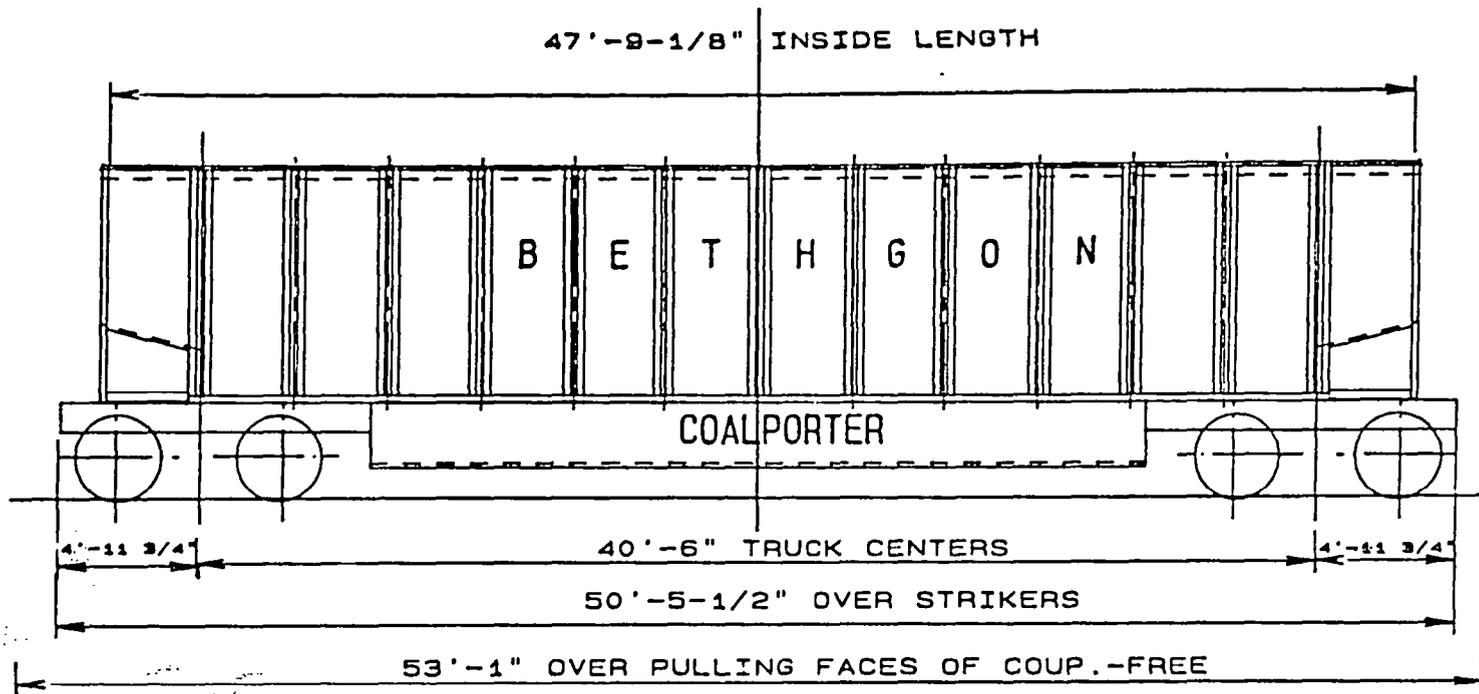
"B" Stencil: Road numbers and reporting marks on sides to be black on yellow background.

Balance of stencil to be direct-to-metal black.

Trucks: To receive one coat of light bodied black paint.

Delineators: Omitted

ACI Labels: Omitted



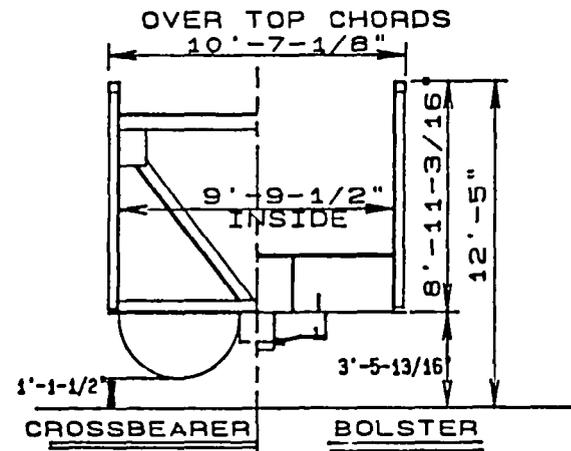
CUBIC CAPY

CU. FT. Level= 4300  
 CU FT 10" HEAP= 4690

CENTER of GRAVITY

LOADED CAR LEVEL= 81.2"  
 LOADED CAR 10" HEAP= 85.6"

Rev. "A" 3/14/89 CTR OF GRAV.  
 AND CU. CAP. CHANGED.



BETHLEHEM STEEL CORP  
 FREIGHT CAR DIVISON  
 JOHNSTOWN , PA.

ALUM/STEEL  
 BETHGON COALPORTER

WEK OCT 7 1988

AX-300-958

APPLICATION OF SPLIT SPECIALTIES	SERIES Nos.	1001 AND 1006 TO 1104	1105 TO 1114	1106 AND 1115 TO 1223	1224 TO 1277	1278 TO 1332	1004 AND 1333 TO 1386	1381 TO 1441	1005 AND 1442 TO 1550
		1 TO 100	101 TO 110	111 TO 220	221 TO 275	276 TO 330	331 TO 385	386 TO 440	441 TO 550
SPECIALTY & MANUFACTURER	C/S	100	10	110	55	55	55	55	110
<b>TRUCKS</b>									
XCEV11 - BUCKEYE ARRGT DWG C-13074	110	X	X						
BARBER HD - BUCKEYE ARRGT DWG D-13309	110			X					
RIDE CONTROL - ASF ARRGT DWG AR-2914	110				X	X			
ROADMASTER - ASF ARRGT DWG AR-2913	110						X	X	
BARBER HD - XB - ASF ARRGT DWG	110								X
<b>EMPTY/LOAD BRAKES</b>									
SCI - WABCO	100	X							
MODEL 7100 - SLOAN	450		X	X	X	X	X	X	X
<b>COUPLERS - FIXED &amp; ROTARY</b>									
NATIONAL - HIGH END.	440	X	X	X	X			X	X
ASF	110					X	X		

NOTE: 1001 THRU 1005 ARE DOUBLE ROTARY CARS

REVISIONS "A" 3-32-89 ROADMASTER & RIDE CONTROL TRUCKS REVERSED  
 "B" 4-6-89 BARBER H.O. & ASF RIDE CONTROL WERE 110'S EACH. REVISED PER REQUEST OF LARRY ANDERSON AT U.P.  
 "C" 4-25-89 REV. "B" DELETED

MADE BY: **RHD** CKD. BY: .....

DATE: .....

**BETHLEHEM STEEL CORPORATION**  
RAILWAY AND INDUSTRIAL CARS

ORDER NO. **3400-599**  
SHEET No. **2** OF ..... SHEETS

BILL OF MATERIAL

A	B	C							
---	---	---	--	--	--	--	--	--	--

ORDER NO. 3400-599

CUSTOMER

TRUCKS

Q.N. NO.	SPECIALTY	VENDOR	CAR SETS	REQN. TO PURCH.	PO RETD.	PRINTS REC'D.	FINAL APPR.	PRINTS TO SHOP	PURCHASE ORDER NO. 1210- 600
20-1	BOLSTERS	BUCKLEY	110	✓	✓			3/18	113-4620-
21-1	SIDE FRAMES	BUCKLEY	110	✓	✓			3/18	113-4620-K
20-2	BOLSTERS	BUCKLEY	110	✓	✓			4/22	114-4621-K
21-2	SIDE FRAMES	BUCKLEY	110	✓	✓			4/22	114-4621-K
20-3	BOLSTERS	ASF	110	✓	✓			5/20	116-4620-K
21-3	SIDE FRAMES	ASF	110	✓	✓			5/20	116-4620-K
20-4	BOLSTERS	ASF	110	✓	✓			6/10	117-4622-K
21-4	SIDE FRAMES	ASF	110	✓	✓			6/10	117-4622-K
20-5	BOLSTERS	ASF	110	✓	✓			6/24	118-4621-K
21-5	SIDE FRAMES	ASF	110	✓	✓			6/24	118-4621-K
02	BRAKE BRAKES	BUFFALO	550	✓	✓			3/13	106-4665-K
23-1	SNUBBERS	BICKLE	110	✓	✓			3/18	113-4620-K
23-2	SNUBBERS	STD. CAR TRUCK	220	✓	✓			4/15 4/17	131-4621-K
23-3	SNUBBERS	ASF	110	✓	✓			5/20	116-4620-K
23-4	SNUBBERS	ASF	110	✓	✓			6/10	117-4622-K
04	ROLLER BIRD ADAPT	R.H. LITTLE	440	✓	✓			3/13	103-4660-K
05	TRUCK LEVERS	SCHAEFER	550	✓	✓			4/7 3/10	1214-4661-J
06	TRUCK L.W. CONN.	SCHAEFER	550	✓	✓			4/9 3/10	1214-4661-J
07	BRAKE SHOES	RAILROAD FRICT	550	✓	✓			3/13	105-4661-K
08	BRK. SHOE KEV	TRANS DYNE	550	✓	✓			3/13	105-4660-K
09	WEAR ELIM (BREM)	HOLLAND	550	✓	✓			3/13	104-4660-K
11	SPRINGS	PITTSBURGH SPRING	530	✓	✓			3/17	123-4660-K
1-2	SPRINGS	STD. CAR TRUCKS	220	✓	✓			4/15 4/17	131-4621-K
12	SIDE BEARING	W.F. MINNER	550	✓	✓			3/13	1229-4620-J
13	HORIZ. UR. LINER	CLIFTON STEEL	460	✓	✓			3/13	117-4662-K
13	HORIZ UR LINER	STOCK	90	✓	✓				STOCK
17	PED FRAME KEY	SCHAEFER	550	✓	✓			4/2 3/10	1214-4661-J
18	37115m 20066ms	IRACO	550	✓	✓			3/13	109-4660-K
21	FRAM BIRBLE	STD. CAR TRUCK	110	✓	✓			6/17	131-4621-K
23	MFD. WHL. SETS	GRIFFIN WHEEL	550	✓	✓			4/1	1121-4620-J
23	16ATICAL UR LINER	KINCO ID MANUF.	550	✓	✓			3/13	130-4660-K



3400-599

BODY

ALTY	VENDOR	CAR SETS	REQN. TO PURCH.	PO RETD.	PRINTS REC'D.	FINAL APPR.	PRINTS TO SHOP	PURCHASE ORDE NO. 600
DRY DRU.	WABCO	100	✓	✓			3/20	117-4620-1
DRY DRU.	SLOAN VALVE	450	✓	✓			5/11	117-4621-1
DRY WE PROT.	ZEFTEX	550	✓	✓			3/13	223-4664-1
PIPE TRK	PITS. INDUSTRIAL	550	✓	✓			3/13	214-4663-K
DRY BOLTS	RBEW (3" DRUMS)	550			TRANS FAWARD TO 592		2/10	103-4661-K
DRY BOLTS	RBEW (4" DRUMS)	440					3/13	113-4660-K
YORK PIN	RML EXCHANGE	550	✓	✓			3/15	223-4621-K
LATES	ALCOA	550	✓	✓			2/6	1209-4620-J
EXT SOLID	JORL	550						
EXT HOLLOW	JORL	550						

SCHEDULE NO. 1

THIS SCHEDULE No. 1 ("Schedule") to that certain Master Lease (the "Agreement") made as of April 12, 1989, 1989 between WESTINGHOUSE CREDIT CORPORATION, as lessor ("Lessor"), and UNION PACIFIC RAILROAD COMPANY, as lessee ("Lessee") is made this 12th day of April, 1989, between Lessor and Lessee.

Lessor and Lessee agree as follows:

1. All capitalized terms defined in the Agreement shall have the meanings defined therein when used in this Schedule No. 1, except that the term "Cars" as used herein shall only refer to the equipment described in this Schedule unless otherwise indicated.

2. Lessor hereby leases the following Cars to Lessee subject to the terms and conditions of the Agreement and this Schedule:

Description of Cars

4300 cfc all steel underframe, aluminum bodied Gondola cars, 100 ton truck capacity, riveted sides, each car equipped with a twin rounded bottom and designed for rotary dump coal service, cars to be equipped with aluminum twin tubs, 4300 cfc 220M Lb. Est. Load Limit Buckeye Trucks.

<u>Car Set #</u>	<u>Quantity</u>	<u>Cost</u>	<u>Marks</u>	<u>Term for Cars in Car Set</u>
1	110		CRL 1001 CRL 1006-1114, inclusive	48 months

Permitted Commodity -

3. The Initial Term of the Agreement with respect to each Car described in this Schedule shall commence on the Base Lease Commencement Date, as defined in Section 2 of the Agreement, and shall continue for the period set forth above for that Car Set. Cars for which the Date In Service is prior to the Base Lease Commencement Date shall pay interim rents equal to the daily



equivalent of the Basic Rent, as such Basic Rent defined hereinbelow (the "Interim Rent"). Such Interim Rent shall be payable on the Base Lease Commencement Date for each Car Set. Upon delivery of the Cars to Lessee at Johnstown, Pennsylvania, (the "Delivery Point"), Lessee shall promptly execute and deliver to Lessor a Certificate of Delivery in the form of Annex A attached hereto.

4. Each Car shall be moved from the Delivery Point to Lessee's railroad line at no cost to Lessor at the earliest time that is consistent with the mutual convenience and economy of the parties.

5. Lessee shall perform the registration and record keeping required for the Cars described in this Schedule in accordance with Section 4 of the Agreement.

6. A. The Basic Rent ("Basic Rent") shall be as shown below per Car per month for each full calendar month ("Month") during the Initial Term or any Renewal Term, or until the later return of any Car.

<u>Car Set</u>	<u>Total No. of Cars</u>	<u>Basic Rent</u>	<u>Base Cost Per Car</u>
1	110		

The Basic Rent shall be due and payable without any demand, notice, abatement, reduction, counterclaim or offset.

B. Lessee shall pay to Lessor the Basic Rent, and any and all taxes reimbursable to Lessor as Additional Rent hereunder, in advance, on the first day of each Month during the Initial Term and any Extended Term. All Rents shall be sent to:

Westinghouse Credit Corporation  
One Oxford Centre  
Pittsburgh, PA 15219  
ATTENTION: Thomas Flickinger

7. Immediately upon the expiration or termination of the Agreement with respect to the Car(s) described in this Schedule, without demand by Lessor, Lessee shall return such Car(s) to Lessor, pursuant to the terms of this paragraph and the terms of Section 13 of the Master Lease, by delivering it to Lessor at such maintenance, storage or terminal facility as Lessor designates to Lessee in writing, at Lessee's sole expense. Upon request, Lessee will store Car(s) free of charge for a period not to exceed 90 days from Lease expiration or termination of the Agreement.

8. Except as expressly modified by this or any other Schedule, all terms and provisions of the Agreement shall remain in full force and effect with respect to all Cars subject to the Agreement.

9. This Schedule may be executed by the parties hereto in any number of counterparts, and all counterparts taken together shall be deemed to constitute one instrument.

ATTEST:

WESTINGHOUSE CREDIT CORPORATION

By: \_\_\_\_\_  
Title:  
Date:

By:   
Title: *Vice President - Portfolio Management*  
Date:

ATTEST:

UNION PACIFIC RAILROAD CO.

By:   
Title:  
Date: 4/12/89

By:   
Title:  
Date: 4/12/89

0756/A  
33189-1011

ANNEX A TO SCHEDULE  
CERTIFICATE OF DELIVERY NO. \_\_\_\_\_

Annex A to Schedule No. \_\_\_ dated as of \_\_\_\_\_ to  
Master Lease Agreement dated as of \_\_\_\_\_, by and  
between \_\_\_\_\_ ("Lessor") and \_\_\_\_\_  
("Lessee").

The Lessee hereby certifies that the Car(s) described below  
have been delivered and inspected by the Lessee, found to be in  
good order and repair, are fit for the intended use, are in  
conformity with the specifications in Exhibit D to the Agreement,  
meet all applicable requirements and standards of the AAR, DOT  
and ICC, and have been accepted as a Car(s) under this Agreement  
and attached Schedule(s) on the date indicated below:

CAR REPORTING  
MARKS AND NUMBER

DELIVERY DATE

By: \_\_\_\_\_  
Title:  
Date:

Annex B to Schedule

LAS2 LEASE ANALYSIS SYSTEM

FILE: RESIDCO-4YRS 11/15/1988 12:17 PM

STATEMENT OF STIPULATED LOSS AMOUNTS BY SELECTED DATES

SETTLEMENT DATE	STIP. LOSS, ADDED EXP & PV RESID
1 JUN 1989	100.83000
1 JUL 1989	100.76748
1 AUG 1989	100.69458
1 SEP 1989	100.61770
1 OCT 1989	100.53684
1 NOV 1989	100.44548
1 DEC 1989	100.35004
1 JAN 1990	100.25050
1 FEB 1990	100.14035
1 MAR 1990	100.02600
1 APR 1990	99.90744
1 MAY 1990	99.78247
1 JUN 1990	99.64355
1 JUL 1990	99.50027
1 AUG 1990	99.34292
1 SEP 1990	99.18110
1 OCT 1990	99.01477
1 NOV 1990	98.83424
1 DEC 1990	98.64908
1 JAN 1991	98.45928
1 FEB 1991	98.25514
1 MAR 1991	98.04624
1 APR 1991	97.83254
1 MAY 1991	97.60973
1 JUN 1991	97.37781
1 JUL 1991	97.14095
1 AUG 1991	96.89491
1 SEP 1991	96.64385
1 OCT 1991	96.38775
1 NOV 1991	96.12234
1 DEC 1991	95.85179
1 JAN 1992	95.57607
1 FEB 1992	95.29094
1 MAR 1992	95.00054
1 APR 1992	94.70486
1 MAY 1992	94.40199
1 JUN 1992	94.09341
1 JUL 1992	93.77943
1 AUG 1992	93.45967
1 SEP 1992	93.13445
1 OCT 1992	92.80374
1 NOV 1992	92.46715
1 DEC 1992	92.12500
1 JAN 1993	91.77724
1 FEB 1993	91.42351
1 MAR 1993	91.06410
1 APR 1993	90.69900
1 MAY 1993	90.32800
1 JUN 1993	90.00000

STATE OF NEBRASKA )

COUNTY OF DOUGLAS ) SS:

On this 12th day of April, 1989, before me personally appeared Mike Walsh to me personally known, who being by me duly sworn says that such person is Chairman of Union Pacific Railroad, that the foregoing schedule No. 1 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



*Carol A. Leo*  
Notary Public

0754/A  
32989-930

STATE OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

On this 17th day of April, 1989, before me personally appeared Thomas E. Flickinger to me personally known, who being by me duly sworn says that such person is Vice President Portfolio Management of Westinghouse Credit Corporation, that the foregoing Schedule No. 1 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Lorraine K. Monk*  
Notary Public

0754/R  
41789-1118

NOTARIAL SEAL  
LORRAINE K. MONK, NOTARY PUBLIC  
PITTSBURGH, ALLEGHENY COUNTY  
MY COMMISSION EXPIRES JUNE 20, 1992

Member, Pennsylvania Association of Notaries



SCHEDULE NO. 2

THIS SCHEDULE No. 2 ("Schedule") to that certain Master Lease (the "Agreement") made as of April 12, 1989 between WESTINGHOUSE CREDIT CORPORATION, as lessor ("Lessor"), and UNION PACIFIC RAILROAD COMPANY, as lessee ("Lessee") is made this 12th day of April, 1989, between Lessor and Lessee.

Lessor and Lessee agree as follows:

1. All capitalized terms defined in the Agreement shall have the meanings defined therein when used in this Schedule No. 1, except that the term "Cars" as used herein shall only refer to the equipment described in this Schedule unless otherwise indicated.

2. Lessor hereby leases the following Cars to Lessee subject to the terms and conditions of the Agreement and this Schedule:

---

Description of Cars

4300 cfc all steel underframe, aluminum bodied Gondola cars, 100 ton truck capacity, rivited sides, each car equipped with a twin rounded bottom and designed for rotary dump coal service, cars to be equipped with aluminum twin tubs, 4300 cfc 220M Lb. Est. Load Limit, ASF Rotary Couplers, Barber HD Trucks.

<u>Car Set #</u>	<u>Quantity</u>	<u>Cost</u>	<u>Marks</u>	<u>Term for Cars in Car Set</u>
2	120		CRL 1002 CRL 1115-1233, inclusive	60 months

---

Permitted Commodity -

3. The Initial Term of the Agreement with respect to each Car described in this Schedule shall commence on the Base Lease Commencement Date, as defined in Section 2 of the Agreement, and shall continue for the period set forth above for that Car Set. Cars for which the Date In Service is prior to the Base Lease

INITIAL  
*[Handwritten Signature]*

Commencement Date shall pay interim rents equal to the daily equivalent of the Basic Rent, as such Basic Rent defined hereinbelow (the "Interim Rent"). Such Interim Rent shall be payable on the Base Lease Commencement Date for each Car Set. Upon delivery of the Cars to Lessee at Johnstown, Pennsylvania, (the "Delivery Point"), Lessee shall promptly execute and deliver to Lessor a Certificate of Delivery in the form of Annex A attached hereto.

4. Each Car shall be moved from the Delivery Point to Lessee's railroad line at no cost to Lessor at the earliest time that is consistent with the mutual convenience and economy of the parties.

5. Lessee shall perform the registration and record keeping required for the Cars described in this Schedule in accordance with Section 4 of the Agreement.

6. A. The Basic Rent ("Basic Rent") shall be as shown below per Car per month for each full calendar month ("Month") during the Initial Term or any Renewal Term, or until the later return of any Car.

<u>Car Set</u>	<u>Total No. of Cars</u>	<u>Basic Rent</u>	<u>Base Cost Per Car</u>
2	120		

The Basic Rent shall be due and payable without any demand, notice, abatement, reduction, counterclaim or offset.

B. Lessee shall pay to Lessor the Basic Rent, and any and all taxes reimbursable to Lessor as Additional Rent hereunder, in advance, on the first day of each Month during the Initial Term and any Extended Term. All Rents shall be sent to:

Westinghouse Credit Corporation  
One Oxford Centre  
Pittsburgh, PA 15219  
ATTENTION: Thomas Flickinger

7. Immediately upon the expiration or termination of the Agreement with respect to the Car(s) described in this Schedule, without demand by Lessor, Lessee shall return such Car(s) to Lessor, pursuant to the terms of this paragraph and the terms of Section 13 of the Master Lease, by delivering it to Lessor at such maintenance, storage or terminal facility as Lessor designates to Lessee in writing, at Lessee's sole expense. Upon request, Lessee will store Car(s) free of charge for a period not to exceed 90 days from Lease expiration or termination of the Agreement.

8. Except as expressly modified by this or any other Schedule, all terms and provisions of the Agreement shall remain in full force and effect with respect to all Cars subject to the Agreement.

9. This Schedule may be executed by the parties hereto in any number of counterparts, and all counterparts taken together shall be deemed to constitute one instrument.

ATTEST:

WESTINGHOUSE CREDIT CORPORATION

By: \_\_\_\_\_

Title:

Date:

By: *[Signature]*

Title: *Vice President, Pacific Mountain*

Date:

ATTEST:

UNION PACIFIC RAILROAD CO.

By: *[Signature]*

Title:

Date: *4/12/89*

By: *[Signature]*

Title:

Date: *4/12/89*

0756/B  
33189-1011

ANNEX A TO SCHEDULE  
CERTIFICATE OF DELIVERY NO. \_\_\_\_\_

Annex A to Schedule No. \_\_\_\_ dated as of \_\_\_\_\_ to  
Master Lease Agreement dated as of \_\_\_\_\_, by and  
between \_\_\_\_\_ ("Lessor") and \_\_\_\_\_  
("Lessee").

The Lessee hereby certifies that the Car(s) described below  
have been delivered and inspected by the Lessee, found to be in  
good order and repair, are fit for the intended use, are in  
conformity with the specifications in Exhibit D to the Agreement,  
meet all applicable requirements and standards of the AAR, DOT  
and ICC, and have been accepted as a Car(s) under this Agreement  
and attached Schedule(s) on the date indicated below:

CAR REPORTING  
MARKS AND NUMBER

DELIVERY DATE

By: \_\_\_\_\_  
Title:  
Date:

Annex B to Schedule

FILE: RESIDCO-SYRS 11/15/1988 12:19 PM

## STATEMENT OF STIPULATED LOSS AMOUNTS BY SELECTED DATES

SETTLEMENT DATE	STIP. LOSS, ADDED EXP & PV RESID
1 JUN 1989	100.83000
1 JUL 1989	100.75847
1 AUG 1989	100.68310
1 SEP 1989	100.60387
1 OCT 1989	100.51329
1 NOV 1989	100.41876
1 DEC 1989	100.32027
1 JAN 1990	100.21820
1 FEB 1990	100.09528
1 MAR 1990	99.97816
1 APR 1990	99.85345
1 MAY 1990	99.71498
1 JUN 1990	99.57227
1 JUL 1990	99.41671
1 AUG 1990	99.25480
1 SEP 1990	99.08953
1 OCT 1990	98.91826
1 NOV 1990	98.72652
1 DEC 1990	98.53827
1 JAN 1991	98.33589
1 FEB 1991	98.12890
1 MAR 1991	97.91727
1 APR 1991	97.69570
1 MAY 1991	97.46714
1 JUN 1991	97.23281
1 JUL 1991	96.98941
1 AUG 1991	96.74115
1 SEP 1991	96.48801
1 OCT 1991	96.22868
1 NOV 1991	95.96839
1 DEC 1991	95.68610
1 JAN 1992	95.40451
1 FEB 1992	95.11784
1 MAR 1992	94.82605
1 APR 1992	94.52723
1 MAY 1992	94.22276
1 JUN 1992	93.91307
1 JUL 1992	93.59768
1 AUG 1992	93.27701
1 SEP 1992	92.95101
1 OCT 1992	92.61922
1 NOV 1992	92.28204
1 DEC 1992	91.93945
1 JAN 1993	91.59096
1 FEB 1993	91.23698
1 MAR 1993	90.87750
1 APR 1993	90.51226
1 MAY 1993	90.14371
1 JUN 1993	89.76956
1 JUL 1993	89.39205
1 AUG 1993	89.00888
1 SEP 1993	88.62002
1 OCT 1993	88.22771
1 NOV 1993	87.82956
1 DEC 1993	87.42583
1 JAN 1994	87.01646
1 FEB 1994	86.60125
1 MAR 1994	86.18119
1 APR 1994	85.75623
1 MAY 1994	85.32695
1 JUN 1994	84.89300

STATE OF NEBRASKA )

COUNTY OF DOUGLAS ) SS:

On this 12th day of April, 1989, before me personally appeared Mike Walsh to me personally known, who being by me duly sworn says that such person is Chairman of Union Pacific Railroad, that the foregoing schedule No. 2 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Carol A. Leo  
Notary Public

0754/A  
32989-930

STATE OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

On this 17th day of April, 1989, before me personally appeared Thomas E. Flickinger to me personally known, who being by me duly sworn says that such person is Vice President Portfolio Management of Westinghouse Credit Corporation, that the foregoing Schedule No. 2 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

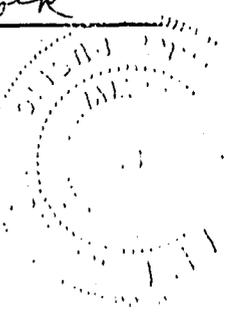
*Lorraine K. Mork*

Notary Public

0754/R  
41789-1118

NOTARIAL SEAL  
LORRAINE K. MOK, NOTARY PUBLIC  
PITTSBURGH, ALLEGHENY COUNTY  
MY COMMISSION EXPIRES JUNE 29, 1992

Member, Pennsylvania Association of Notaries



SCHEDULE NO. 3

THIS SCHEDULE No. 3 ("Schedule") to that certain Master Lease (the "Agreement") made as of April 12, 1989 between WESTINGHOUSE CREDIT CORPORATION, as lessor ("Lessor"), and UNION PACIFIC RAILROAD COMPANY, as lessee ("Lessee") is made this 12th day of April, 1989, between Lessor and Lessee.

Lessor and Lessee agree as follows:

1. All capitalized terms defined in the Agreement shall have the meanings defined therein when used in this Schedule No. 1, except that the term "Cars" as used herein shall only refer to the equipment described in this Schedule unless otherwise indicated.

2. Lessor hereby leases the following Cars to Lessee subject to the terms and conditions of the Agreement and this Schedule:

---

Description of Cars

4300 cfc all steel underframe, aluminum bodied Gondola cars, 100 ton truck capacity, riveted sides, each car equipped with a twin rounded bottom and designed for rotary dump coal service, cars to be equipped with aluminum twin tubs, 4300 cfc 220M Lb. Est. Load Limit ASF Ride Control Trucks.

<u>Car Set #</u>	<u>Quantity</u>	<u>Cost</u>	<u>Marks</u>	<u>Term for Cars in Car Set</u>
3	100		CRL 1003 CRL 1234-1332, inclusive	72 months

---

Permitted Commodity -

3. The Initial Term of the Agreement with respect to each Car described in this Schedule shall commence on the Base Lease Commencement Date, as defined in Section 2 of the Agreement, and shall continue for the period set forth above for that Car Set. Cars for which the Date In Service is prior to the Base Lease

INITIAL  


Commencement Date shall pay interim rents equal to the daily equivalent of the Basic Rent, as such Basic Rent defined hereinbelow (the "Interim Rent"). Such Interim Rent shall be payable on the Base Lease Commencement Date for each Car Set. Upon delivery of the Cars to Lessee at Johnstown, Pennsylvania, (the "Delivery Point"), Lessee shall promptly execute and deliver to Lessor a Certificate of Delivery in the form of Annex A attached hereto.

4. Each Car shall be moved from the Delivery Point to Lessee's railroad line at no cost to Lessor at the earliest time that is consistent with the mutual convenience and economy of the parties.

5. Lessee shall perform the registration and record keeping required for the Cars described in this Schedule in accordance with Section 4 of the Agreement.

6. A. The Basic Rent ("Basic Rent") shall be as shown below per Car per month for each full calendar month ("Month") during the Initial Term or any Renewal Term, or until the later return of any Car.

<u>Car Set</u>	<u>Total No. of Cars</u>	<u>Basic Rent</u>	<u>Base Cost Per Car</u>
3	100		

The Basic Rent shall be due and payable without any demand, notice, abatement, reduction, counterclaim or offset.

B. Lessee shall pay to Lessor the Basic Rent, and any and all taxes reimbursable to Lessor as Additional Rent hereunder, in advance, on the first day of each Month during the Initial Term and any Extended Term. All Rents shall be sent to:

Westinghouse Credit Corporation  
One Oxford Centre  
Pittsburgh, PA 15219  
ATTENTION: Thomas Flickinger

7. Immediately upon the expiration or termination of the Agreement with respect to the Car(s) described in this Schedule, without demand by Lessor, Lessee shall return such Car(s) to Lessor, pursuant to the terms of this paragraph and the terms of Section 13 of the Master Lease, by delivering it to Lessor at such maintenance, storage or terminal facility as Lessor designates to Lessee in writing, at Lessee's sole expense. Upon request, Lessee will store Car(s) free of charge for a period not to exceed 90 days from Lease expiration or termination of the Agreement.

8. Except as expressly modified by this or any other Schedule, all terms and provisions of the Agreement shall remain in full force and effect with respect to all Cars subject to the Agreement.

9. This Schedule may be executed by the parties hereto in any number of counterparts, and all counterparts taken together shall be deemed to constitute one instrument.

ATTEST:

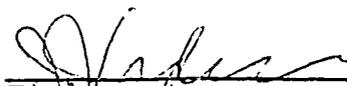
WESTINGHOUSE CREDIT CORPORATION

By: \_\_\_\_\_  
Title:  
Date:

By:   
Title: *Vice President, Corporate Marketing*  
Date:

ATTEST:

UNION PACIFIC RAILROAD CO.

By:   
Title:  
Date: *4/12/89*

By:   
Title:  
Date: *4/12/89*

0756/C  
33189-1011

ANNEX A TO SCHEDULE  
CERTIFICATE OF DELIVERY NO. \_\_\_\_\_

Annex A to Schedule No. \_\_\_\_ dated as of \_\_\_\_\_ to  
Master Lease Agreement dated as of \_\_\_\_\_, by and  
between \_\_\_\_\_ ("Lessor") and \_\_\_\_\_  
("Lessee").

The Lessee hereby certifies that the Car(s) described below  
have been delivered and inspected by the Lessee, found to be in  
good order and repair, are fit for the intended use, are in  
conformity with the specifications in Exhibit D to the Agreement,  
meet all applicable requirements and standards of the AAR, DOT  
and ICC, and have been accepted as a Car(s) under this Agreement  
and attached Schedule(s) on the date indicated below:

CAR REPORTING  
MARKS AND NUMBER

DELIVERY DATE

By: \_\_\_\_\_  
Title:  
Date:

Annex B to Schedule

LEASE LEASE ANALYSIS SYSTEM

FILE RESIOCO-6YRS 11/15/1988 12:22 PM

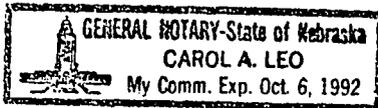
STATEMENT OF STIPULATED LOSS AMOUNTS BY SELECTED DATES

SETTLEMENT DATE	STIP. LOSS, ADDED EXP & PV RESIO
1 JUN 1989	100.93000
1 JUL 1989	100.77272
1 AUG 1989	100.70512
1 SEP 1989	100.63359
1 OCT 1989	100.55813
1 NOV 1989	100.47223
1 DEC 1989	100.38230
1 JAN 1990	100.28832
1 FEB 1990	100.19379
1 MAR 1990	100.07511
1 APR 1990	99.96227
1 MAY 1990	99.84309
1 JUN 1990	99.71001
1 JUL 1990	99.57261
1 AUG 1990	99.42122
1 SEP 1990	99.26541
1 OCT 1990	99.10514
1 NOV 1990	98.93073
1 DEC 1990	98.75176
1 JAN 1991	98.56820
1 FEB 1991	98.37035
1 MAR 1991	98.16780
1 APR 1991	97.96052
1 MAY 1991	97.74418
1 JUN 1991	97.51880
1 JUL 1991	97.28854
1 AUG 1991	97.04916
1 SEP 1991	96.80482
1 OCT 1991	96.55549
1 NOV 1991	96.29692
1 DEC 1991	96.03328
1 JAN 1992	95.76453
1 FEB 1992	95.48642
1 MAR 1992	95.20312
1 APR 1992	94.91459
1 MAY 1992	94.61894
1 JUN 1992	94.31764
1 JUL 1992	94.01101
1 AUG 1992	93.69867
1 SEP 1992	93.38093
1 OCT 1992	93.05776
1 NOV 1992	92.72879
1 DEC 1992	92.39431
1 JAN 1993	92.05430
1 FEB 1993	91.70838
1 MAR 1993	91.35686
1 APR 1993	90.99970
1 MAY 1993	90.63671
1 JUN 1993	90.27046
1 JUL 1993	89.89867
1 AUG 1993	89.52316
1 SEP 1993	89.14207
1 OCT 1993	88.75516
1 NOV 1993	88.36483
1 DEC 1993	87.96863
1 JAN 1994	87.56652
1 FEB 1994	87.16090
1 MAR 1994	86.74931
1 APR 1994	86.33172
1 MAY 1994	85.90918
1 JUN 1994	85.48300
1 JUL 1994	85.05074
1 AUG 1994	84.61478
1 SEP 1994	84.17267
1 OCT 1994	83.72437
1 NOV 1994	83.27228
1 DEC 1994	82.81395
1 JAN 1995	82.34934
1 FEB 1995	81.88083
1 MAR 1995	81.40598
1 APR 1995	80.92474
1 MAY 1995	80.43815
1 JUN 1995	80.00000

STATE OF NEBRASKA )

COUNTY OF DOUGLAS ) SS:

On this 12th day of April, 1989, before me personally appeared Mike Walsh to me personally known, who being by me duly sworn says that such person is Chairman of Union Pacific Railroad, that the foregoing schedule No. 3 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Carol A. LEO  
Notary Public

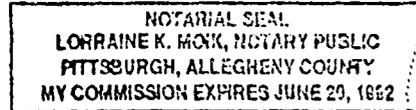
0754/A  
32989-930

STATE OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

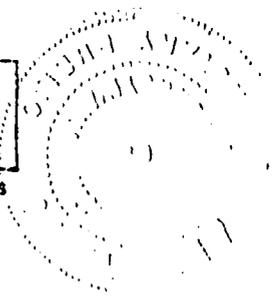
On this 17th day of April, 1989, before me personally appeared Thomas E. Flickinger to me personally known, who being by me duly sworn says that such person is Vice President Portfolio Management of Westinghouse Credit Corporation, that the foregoing Schedule No. 3 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Lorraine K. Mox*  
\_\_\_\_\_  
Notary Public

0754/R  
41789-1118



Member, Pennsylvania Association of Notaries



SCHEDULE NO. 4

THIS SCHEDULE No. 4 ("Schedule") to that certain Master Lease (the "Agreement") made as of April 12, 1989 between WESTINGHOUSE CREDIT CORPORATION, as lessor ("Lessor"), and UNION PACIFIC RAILROAD COMPANY, as lessee ("Lessee") is made this 12<sup>th</sup> day of April, 1989, between Lessor and Lessee.

Lessor and Lessee agree as follows:

1. All capitalized terms defined in the Agreement shall have the meanings defined therein when used in this Schedule No. 1, except that the term "Cars" as used herein shall only refer to the equipment described in this Schedule unless otherwise indicated.

2. Lessor hereby leases the following Cars to Lessee subject to the terms and conditions of the Agreement and this Schedule:

---

Description of Cars

4300 cfc all steel underframe, aluminum bodied Gondola cars, 100 ton truck capacity, riveted sides, each car equipped with a twin rounded bottom and designed for rotary dump coal service, cars to be equipped with aluminum twin tubs, 4300 cfc 220M Lb. Est. Load Limit ASF Rodemaster (Premium) Trucks.

<u>Car Set #</u>	<u>Quantity</u>	<u>Cost</u>	<u>Marks</u>	<u>Term for Cars in Car Set</u>
4	110	0.00	CRL 1004 CRL 1333-1441, inclusive	60 months

---

Permitted Commodity -

3. The Initial Term of the Agreement with respect to each Car described in this Schedule shall commence on the Base Lease Commencement Date, as defined in Section 2 of the Agreement, and shall continue for the period set forth above for that Car Set. Cars for which the Date In Service is prior to the Base Lease

Commencement Date shall pay interim rents equal to the daily equivalent of the Basic Rent, as such Basic Rent defined hereinbelow (the "Interim Rent"). Such Interim Rent shall be payable on the Base Lease Commencement Date for each Car Set. Upon delivery of the Cars to Lessee at Johnstown, Pennsylvania, (the "Delivery Point"), Lessee shall promptly execute and deliver to Lessor a Certificate of Delivery in the form of Annex A attached hereto.

4. Each Car shall be moved from the Delivery Point to Lessee's railroad line at no cost to Lessor at the earliest time that is consistent with the mutual convenience and economy of the parties.

5. Lessee shall perform the registration and record keeping required for the Cars described in this Schedule in accordance with Section 4 of the Agreement.

6. A. The Basic Rent ("Basic Rent") shall be as shown below per Car per month for each full calendar month ("Month") during the Initial Term or any Renewal Term, or until the later return of any Car.

<u>Car Set</u>	<u>Total No. of Cars</u>	<u>Basic Rent</u>	<u>Base Cost Per Car</u>
----------------	--------------------------	-------------------	--------------------------

4

The Basic Rent shall be due and payable without any demand, notice, abatement, reduction, counterclaim or offset.

B. Lessee shall pay to Lessor the Basic Rent, and any and all taxes reimbursable to Lessor as Additional Rent hereunder, in advance, on the first day of each Month during the Initial Term and any Extended Term. All Rents shall be sent to:

Westinghouse Credit Corporation  
One Oxford Centre  
Pittsburgh, PA 15219  
ATTENTION: Thomas Flickinger

7. Immediately upon the expiration or termination of the Agreement with respect to the Car(s) described in this Schedule, without demand by Lessor, Lessee shall return such Car(s) to Lessor, pursuant to the terms of this paragraph and the terms of Section 13 of the Master Lease, by delivering it to Lessor at such maintenance, storage or terminal facility as Lessor designates to Lessee in writing, at Lessee's sole expense. Upon request, Lessee will store Car(s) free of charge for a period not to exceed 90 days from Lease expiration or termination of the Agreement.

8. Except as expressly modified by this or any other Schedule, all terms and provisions of the Agreement shall remain in full force and effect with respect to all Cars subject to the Agreement.

9. This Schedule may be executed by the parties hereto in any number of counterparts, and all counterparts taken together shall be deemed to constitute one instrument.

ATTEST:

WESTINGHOUSE CREDIT CORPORATION

By: \_\_\_\_\_  
Title:  
Date:

By: *Tom L. ...*  
Title: *Vice President, Corporate Mgmt.*  
Date:

ATTEST:

UNION PACIFIC RAILROAD CO.

By: *[Signature]*  
Title:  
Date: *4/12/89*

By: *[Signature]*  
Title:  
Date: *4/12/89*

0756/D  
33189-1011

ANNEX A TO SCHEDULE  
CERTIFICATE OF DELIVERY NO. \_\_\_\_\_

Annex A to Schedule No. \_\_\_\_ dated as of \_\_\_\_\_ to  
Master Lease Agreement dated as of \_\_\_\_\_, by and  
between \_\_\_\_\_ ("Lessor") and \_\_\_\_\_  
("Lessee").

The Lessee hereby certifies that the Car(s) described below  
have been delivered and inspected by the Lessee, found to be in  
good order and repair, are fit for the intended use, are in  
conformity with the specifications in Exhibit D to the Agreement,  
meet all applicable requirements and standards of the AAR, DOT  
and ICC, and have been accepted as a Car(s) under this Agreement  
and attached Schedule(s) on the date indicated below:

CAR REPORTING  
MARKS AND NUMBER

DELIVERY DATE

By: \_\_\_\_\_  
Title:  
Date:

Annex B to Schedule

FILE: RESI0CO-SYRS 11/15/1988 12:19 PM

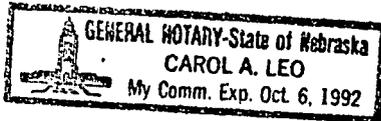
## STATEMENT OF STIPULATED LOSS AMOUNTS BY SELECTED DATES

SETTLEMENT DATE	ST.IP. LOSS, ADDED EXP & PV RESID
1 JUN 1989	100.83000
1 JUL 1989	100.79947
1 AUG 1989	100.68310
1 SEP 1989	100.60387
1 OCT 1989	100.51329
1 NOV 1989	100.41876
1 DEC 1989	100.32027
1 JAN 1990	100.21030
1 FEB 1990	100.09628
1 MAR 1990	99.97816
1 APR 1990	99.85345
1 MAY 1990	99.71498
1 JUN 1990	99.57227
1 JUL 1990	99.41571
1 AUG 1990	99.25480
1 SEP 1990	99.08953
1 OCT 1990	98.91026
1 NOV 1990	98.72652
1 DEC 1990	98.53827
1 JAN 1991	98.33589
1 FEB 1991	98.12890
1 MAR 1991	97.91727
1 APR 1991	97.69670
1 MAY 1991	97.46714
1 JUN 1991	97.23291
1 JUL 1991	96.98941
1 AUG 1991	96.74115
1 SEP 1991	96.48801
1 OCT 1991	96.22568
1 NOV 1991	95.95839
1 DEC 1991	95.68610
1 JAN 1992	95.40451
1 FEB 1992	95.11784
1 MAR 1992	94.82605
1 APR 1992	94.52723
1 MAY 1992	94.22276
1 JUN 1992	93.91307
1 JUL 1992	93.59768
1 AUG 1992	93.27701
1 SEP 1992	92.95101
1 OCT 1992	92.61922
1 NOV 1992	92.28204
1 DEC 1992	91.93945
1 JAN 1993	91.59096
1 FEB 1993	91.23698
1 MAR 1993	90.87750
1 APR 1993	90.51226
1 MAY 1993	90.14371
1 JUN 1993	89.76956
1 JUL 1993	89.39205
1 AUG 1993	89.00888
1 SEP 1993	88.62002
1 OCT 1993	88.22771
1 NOV 1993	87.82966
1 DEC 1993	87.42583
1 JAN 1994	87.01646
1 FEB 1994	86.60126
1 MAR 1994	86.18117
1 APR 1994	85.75623
1 MAY 1994	85.32639
1 JUN 1994	84.89160

STATE OF NEBRASKA )

COUNTY OF DOUGLAS ) SS:

On this 12th day of April, 1989, before me personally appeared Mike Walsh to me personally known, who being by me duly sworn says that such person is Chairman of Union Pacific Railroad, that the foregoing schedule No. 4 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Carol A. Leo  
Notary Public

0754/A  
32989-930

STATE OF PENNSYLVANIA )  
 )  
COUNTY OF ALLEGHENY ) SS:

On this 17th day of April, 1989, before me personally appeared Thomas E. Flickinger to me personally known, who being by me duly sworn says that such person is Vice President Portfolio Management of Westinghouse Credit Corporation, that the foregoing Schedule No. 4 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Lorraine K. Monk*  
Notary Public

0754/R  
41789-1118

NOTARIAL SEAL  
LORRAINE K. MONK, NOTARY PUBLIC  
PITTSBURGH, ALLEGHENY COUNTY  
MY COMMISSION EXPIRES JUNE 20, 1992

Member, Pennsylvania Association of Notaries



SCHEDULE NO. 5

THIS SCHEDULE No. 5 ("Schedule") to that certain Master Lease (the "Agreement") made as of April 12, 1989 between WESTINGHOUSE CREDIT CORPORATION, as lessor ("Lessor"), and UNION PACIFIC RAILROAD COMPANY, as lessee ("Lessee") is made this 12th day of April, 1989, between Lessor and Lessee.

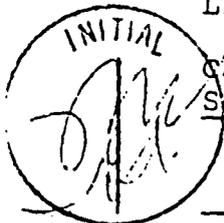
Lessor and Lessee agree as follows:

1. All capitalized terms defined in the Agreement shall have the meanings defined therein when used in this Schedule No. 1, except that the term "Cars" as used herein shall only refer to the equipment described in this Schedule unless otherwise indicated.

2. Lessor hereby leases the following Cars to Lessee subject to the terms and conditions of the Agreement and this Schedule:

Description of Cars

4300 cfc all steel underframe, aluminum bodied Gondola cars, 100 ton truck capacity, riveted sides, each car equipped with a twin rounded bottom and designed for rotary dump coal service, cars to be equipped with aluminum twin tubs, 4300 cfc 220M Lb. Est. Load Limit Frame Brace (Premium) Trucks.



<u>Car Set #</u>	<u>Quantity</u>	<u>Cost</u>	<u>Marks</u>	<u>Term for Cars in Car Set</u>
5	110		CRL 1005 CRL 1442-1550, inclusive	60 months

Permitted Commodity -

3. The Initial Term of the Agreement with respect to each Car described in this Schedule shall commence on the Base Lease Commencement Date, as defined in Section 2 of the Agreement, and shall continue for the period set forth above for that Car Set. Cars for which the Date In Service is prior to the Base Lease

Commencement Date shall pay interim rents equal to the daily equivalent of the Basic Rent, as such Basic Rent defined hereinbelow (the "Interim Rent"). Such Interim Rent shall be payable on the Base Lease Commencement Date for each Car Set. Upon delivery of the Cars to Lessee at Johnstown, Pennsylvania, (the "Delivery Point"), Lessee shall promptly execute and deliver to Lessor a Certificate of Delivery in the form of Annex A attached hereto.

4. Each Car shall be moved from the Delivery Point to Lessee's railroad line at no cost to Lessor at the earliest time that is consistent with the mutual convenience and economy of the parties.

5. Lessee shall perform the registration and record keeping required for the Cars described in this Schedule in accordance with Section 4 of the Agreement.

6. A. The Basic Rent ("Basic Rent") shall be as shown below per Car per month for each full calendar month ("Month") during the Initial Term or any Renewal Term, or until the later return of any Car.

<u>Car Set</u>	<u>Total No. of Cars</u>	<u>Basic Rent</u>	<u>Base Cost Per Car</u>
5	110		

The Basic Rent shall be due and payable without any demand, notice, abatement, reduction, counterclaim or offset.

B. Lessee shall pay to Lessor the Basic Rent, and any and all taxes reimbursable to Lessor as Additional Rent hereunder, in advance, on the first day of each Month during the Initial Term and any Extended Term. All Rents shall be sent to:

Westinghouse Credit Corporation  
One Oxford Centre  
Pittsburgh, PA 15219  
ATTENTION: Thomas Flickinger

7. Immediately upon the expiration or termination of the Agreement with respect to the Car(s) described in this Schedule, without demand by Lessor, Lessee shall return such Car(s) to Lessor, pursuant to the terms of this paragraph and the terms of Section 13 of the Master Lease, by delivering it to Lessor at such maintenance, storage or terminal facility as Lessor designates to Lessee in writing, at Lessee's sole expense. Upon request, Lessee will store Car(s) free of charge for a period not to exceed 90 days from Lease expiration or termination of the Agreement.

8. Except as expressly modified by this or any other Schedule, all terms and provisions of the Agreement shall remain in full force and effect with respect to all Cars subject to the Agreement.

9. This Schedule may be executed by the parties hereto in any number of counterparts, and all counterparts taken together shall be deemed to constitute one instrument.

ATTEST:

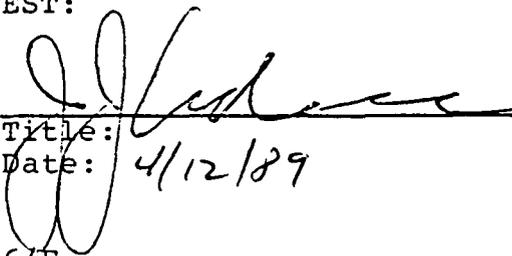
WESTINGHOUSE CREDIT CORPORATION

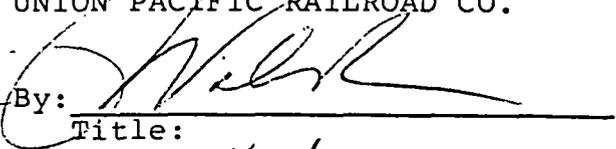
By: \_\_\_\_\_  
Title:  
Date:

By:   
Title: *Vice President, Credit Administration*  
Date:

ATTEST:

UNION PACIFIC RAILROAD CO.

By:   
Title:  
Date: 4/12/89

By:   
Title:  
Date: 4/12/89

07567E  
33189-1011

ANNEX A TO SCHEDULE  
CERTIFICATE OF DELIVERY NO. \_\_\_\_\_

Annex A to Schedule No. \_\_\_ dated as of \_\_\_\_\_ to  
Master Lease Agreement dated as of \_\_\_\_\_, by and  
between \_\_\_\_\_ ("Lessor") and \_\_\_\_\_  
("Lessee").

The Lessee hereby certifies that the Car(s) described below  
have been delivered and inspected by the Lessee, found to be in  
good order and repair, are fit for the intended use, are in  
conformity with the specifications in Exhibit D to the Agreement,  
meet all applicable requirements and standards of the AAR, DOT  
and ICC, and have been accepted as a Car(s) under this Agreement  
and attached Schedule(s) on the date indicated below:

CAR REPORTING  
MARKS AND NUMBER

DELIVERY DATE

By: \_\_\_\_\_  
Title:  
Date:

Annex B to Schedule

FILE: RESIDCO-SYRS 11/15/1988 12:19 PM

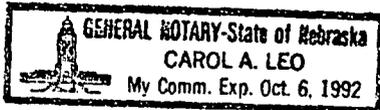
## STATEMENT OF STIPULATED LOSS AMOUNTS BY SELECTED DATES

SETTLEMENT DATE	STIP. LOSS, ADDED EXP & PV RESID
1 JUN 1989	100.83000
1 JUL 1989	100.75847
1 AUG 1989	100.68310
1 SEP 1989	100.60397
1 OCT 1989	100.51329
1 NOV 1989	100.41876
1 DEC 1989	100.32027
1 JAN 1990	100.21030
1 FEB 1990	100.09628
1 MAR 1990	99.97816
1 APR 1990	99.85349
1 MAY 1990	99.71498
1 JUN 1990	99.57227
1 JUL 1990	99.41571
1 AUG 1990	99.25480
1 SEP 1990	99.08953
1 OCT 1990	98.91026
1 NOV 1990	98.72652
1 DEC 1990	98.53827
1 JAN 1991	98.33539
1 FEB 1991	98.12890
1 MAR 1991	97.91727
1 APR 1991	97.69670
1 MAY 1991	97.46714
1 JUN 1991	97.23281
1 JUL 1991	96.98941
1 AUG 1991	96.74115
1 SEP 1991	96.48801
1 OCT 1991	96.22568
1 NOV 1991	95.95839
1 DEC 1991	95.68610
1 JAN 1992	95.40451
1 FEB 1992	95.11784
1 MAR 1992	94.82605
1 APR 1992	94.52723
1 MAY 1992	94.22276
1 JUN 1992	93.91307
1 JUL 1992	93.59768
1 AUG 1992	93.27701
1 SEP 1992	92.95101
1 OCT 1992	92.61922
1 NOV 1992	92.28204
1 DEC 1992	91.93945
1 JAN 1993	91.59096
1 FEB 1993	91.23698
1 MAR 1993	90.87750
1 APR 1993	90.51226
1 MAY 1993	90.14371
1 JUN 1993	89.76956
1 JUL 1993	89.39205
1 AUG 1993	89.00888
1 SEP 1993	88.62002
1 OCT 1993	88.22771
1 NOV 1993	87.83266
1 DEC 1993	87.42583
1 JAN 1994	87.01846
1 FEB 1994	86.60926
1 MAR 1994	86.19819
1 APR 1994	85.78523
1 MAY 1994	85.37095
1 JUN 1994	84.95500

STATE OF NEBRASKA )

COUNTY OF DOUGLAS. ) SS:

On this 12th day of April, 1989, before me personally appeared Mike Walsh to me personally known, who being by me duly sworn says that such person is Chairman of Union Pacific Railroad, that the foregoing schedule No. 5 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Carol A. Leo  
Notary Public

0754/A  
32989-930

STATE OF PENNSYLVANIA )  
 )  
COUNTY OF ALLEGHENY ) SS:

On this 17th day of April, 1989, before me personally appeared Thomas E. Flickinger to me personally known, who being by me duly sworn says that such person is Vice President Portfolio Management of Westinghouse Credit Corporation, that the foregoing Schedule No. 5 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Lorraine K. Moik*  
\_\_\_\_\_  
Notary Public

0754/R  
41789-1118

NOTARIAL SEAL  
LORRAINE K. MOIK, NOTARY PUBLIC  
PITTSBURGH, ALLEGHENY COUNTY  
MY COMMISSION EXPIRES JUNE 20, 1992

Member, Pennsylvania Association of Notaries

