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August 24, 1989

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RECORDATION #10 FILED 1425

Secretary
Interstate Commerce Commission
Washington, D.C.

AUG 29 1989 - 1 35 PM

INTERSTATE COMMERCE COMMISSION

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 The Atchison, Topeka and Santa Fe Railway Company and Schedule No. 1 thereto all, dated as of July 25, 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>
	125 ton articulated double stack container cars-Maxi-Stack II 1/2	100	SFLC 254200-254299, inclusive

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

Master Lease and Schedule No. 1 all dated as of July 25, 1989.

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

LESSEE: The Atchison, Topeka and
Santa Fe Railway Company
80 East Jackson Boulevard
Chicago, IL 60604

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

Victoria Burton
Secretary

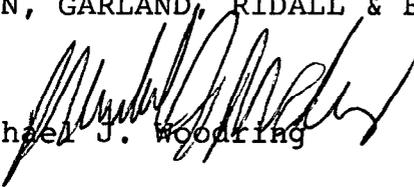
A short summary of the documents to appear in the Index follows:

Instrument evidencing Master Lease and Schedule No. 1, all dated as of July 25, 1989 between Westinghouse Credit Corporation, Lessor, One Oxford Centre, Pittsburgh, PA 15219, and The Atchison, Topeka and Santa Fe Railway Company, 80 East Jackson Boulevard, Chicago, IL 60604, regarding car numbers SFLC 254200-254299, inclusive.

You are hereby authorized to deliver any and all executed copies of the Master Lease and Schedule No. 1 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

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MASTER LEASE

By and Between

WESTINGHOUSE CREDIT CORPORATION

and

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

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Exhibits and Schedules

Annex 1

Exhibit A Assignment and Consent of Purchase Order

Exhibit B Certificate of Incumbency

Exhibit C Specifications

Exhibit D Form of Opinion of Counsel

Exhibit E Form of Secretary's Certificate

Schedule No. _____

Exhibit A to Schedule Certificate of Delivery

Exhibit B to Schedule Maintenance Escalation Factor

0758/B

MASTER LEASE

THIS LEASE AGREEMENT ("Agreement") is made of this 25th day of July, 1989, by and between WESTINGHOUSE CREDIT CORPORATION, a Delaware corporation located at One Oxford Centre, Pittsburgh, PA 15219, as lessor, and THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Delaware corporation, located at 80 East Jackson Boulevard, Chicago, Illinois, 60604, as lessee ("Lessee").

1. Scope of this Agreement

A. Lessor (as defined hereinbelow) agrees to acquire and lease to Lessee and Lessee agrees to lease from Lessor, upon the terms and conditions set forth herein and in the Schedule(s) attached hereto, a number of items of equipment bearing the reporting marks and of the type, construction and other description set forth in any Schedules attached hereto and executed by the parties concurrently herewith or hereafter. The word "Schedule" includes the schedules executed herewith and any schedules and amendments which are subsequently executed by both parties hereto. When any such Schedule or amendment is so executed it shall become part of this Agreement. "Cars" shall mean all items of equipment subject to this Agreement and "Car" shall mean an individual item of equipment. 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 agency, 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

This Agreement shall remain in full force until it is terminated as to all of the Cars as provided herein. The term of this Agreement with respect to the Car(s) listed on any Schedule attached to the Agreement shall be as set forth on such Schedule.

3. Supply Provisions

A. The Lessee hereby approves the specifications for the Cars described in Exhibit C attached hereto. Each Car shall be deemed delivered and subject to the terms and provisions of this Agreement on the date set forth in Exhibit A of the applicable Schedule. Prior to the commencement date, Lessee shall execute and deliver each of the following documents, in each case in form, substance and manner satisfactory to Lessor: (a) a Schedule pertaining to the Cars then being leased; (b) unless Lessor shall have delivered its purchase order for the purchase of the Cars, all purchase orders, invoices and other contract documents relating to the Cars and, if applicable, an Assignment and Consent of Purchase Order in the form of Exhibit A hereto; (c) a certificate of incumbency in the form of Exhibit C attached hereto; (d) an opinion of counsel in the form of Exhibit D attached hereto; (e) a certificate in the form of Exhibit E hereto; (f) a certificate of insurance or other evidence satisfactory to Lessor that the requirements of Section 7 have been complied with, provided that if Lessee elects to self-insure in accord with the provisions of Section 7, a certificate of insurance is not required; and (g) such other documents as Lessor may reasonably request. Commencing upon Delivery (as defined in the applicable Schedule), Lessee shall be liable for all costs, charges and expenses, if such charges are not included in the invoice for the Cars at the cost set forth in Section 2 of Schedule No. 1 hereto, on account of or relating to transportation or movement of any Car from the manufacturer or place of origin. 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.

B. Lessor shall not be responsible for failure to deliver or delay in delivering any Car due to casualties, repair and any contingency beyond its control, including, but not limited to labor disputes, defaults and delays of carriers, and defaults and delays of the Lessee or any persons directing or controlling the Lessee. After expiration of the lease and redelivery of cars, representatives of the Lessor and the Lessee will perform and execute joint inspection reports covering the condition of the leased Cars.

4. Recordkeeping

A. The party designated on the applicable Schedule shall be responsible for the preparation and filing of all documents relating to the registration, maintenance and record-keeping 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. Prior to delivery of the Cars, Lessor will cooperate with Lessee and upon request will supply any information it may have in its possession reasonably relating to Lessee's duties pursuant to this subparagraph.

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 in accordance with applicable Car Hire Rules, the Car Service Rules and the Interchange Rules, 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 party designated in the applicable Schedule. The party designated to perform recordkeeping in the applicable Schedule shall continue to do so for the duration of the Agreement with respect to the Cars described on such Schedule. All recordkeeping performed hereunder and all records related to the maintenance of 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, subject to the provisions of Section 15 so long as an Event of Default as defined in Section 12 hereof has not occurred. Upon Lessor's request, Lessee shall promptly supply Lessor with telephone reports of the number of Cars in Lessee's possession and control.

5. Warranties and Waiver

Lessee acknowledges, warrants and agrees that the Equipment is of a size and capacity selected by Lessee and that Lessee is satisfied that same is suitable for its purposes. Lessor warrants and acknowledges that as of the commencement of the Interim Term, as defined in Schedule No. 1, Lessor is the Owner of the Cars and that each of the Cars is suitable for the general transportation of freight by rail and meets all American Association of Railroad Standards for such service. Lessee acknowledges and agrees that Lessor is not a manufacturer of the Cars; 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, PARTS, MATERIALS, 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 LOSS OR DAMAGES, WHETHER OR NOT RESULTING FROM ANY OF THE FOREGOING OR RESULTING FROM ANY REPAIRS OR MAINTENANCE TO ANY CARS, OR OTHERWISE, ON ACCOUNT OF ANY DEFECT, WHETHER HIDDEN, LATENT OR OTHERWISE DISCOVERABLE OR NONDISCOVERABLE RESPECTING ANY CARS. Lessor hereby assigns to Lessee only during the Initial Term as defined in Schedule 1, and any renewal hereunder as defined hereunder, unless an Event of Default exists, all the rights and benefits of the manufacturer's warranty attached hereto as Exhibit E. Upon an Event of Default or expiration of the Initial Term or any renewal term, all such rights and benefits shall automatically, without notice or any further action, become the rights and benefits of Lessor.

6. Maintenance

A. This Section shall apply with respect to the Cars.

(i) Except as otherwise expressly provided herein, Lessee shall, at its expense, perform or have performed all inspections of, all maintenance and repairs to, and all servicing of the Cars as shall be necessary to maintain the Cars in good operating condition less ordinary wear and tear, including, without limitation, as specified in AAR Interchange Rules; including, without limitation, to such inspections, repairs, maintenance and servicing ("Maintenance") shall be performed at Lessee's expense in the event that such Maintenance (a) was necessary due to cornering, sideswiping, derailment, misuse or similar occurrences while the cars on the tracks of Lessee, or any private siding or track or loading or unloading facility of Lessee or its agent or sublessee (the "Tracks of Lessee"); or (b) arises in any instance in which the applicable Interchange Rules would assign responsibility to Lessee for the loss, damage, destruction or liability requiring such maintenance. Further, Lessee shall be required to preserve the Cars in good operating condition, less ordinary wear and tear, and in conformance with AAR and FRA rules governing the Interchange of freight cars at

all times while the Cars are on the Tracks of Lessee. In addition, Lessee shall, at its expense, inspect all Cars interchanged to Lessee to ensure that such Cars are in good working order and condition and Lessee shall be liable to Lessor for any and all repairs and maintenance required for repairs and damage, pursuant to AAR Interchange Rule 95, if Lessee accepts a Car at interchange and fails to obtain proper protection from the delivering line for any such damage. Lessee shall use its best efforts to minimize any damage to the Cars and shall notify Lessor in writing of any cars classified as destroyed pursuant to AAR Interchange Rule 107. Further, Lessee may make running repairs, at Lessee's sole expense, to those parts of the Cars to facilitate immediate use of each Car but shall not otherwise make any alterations, improvements, or additions to any Car without Lessor's prior written consent. Lessee is liable for maintenance and repairs, and all costs including without limitation transportation costs and expenses arising or relating to placing any Car in or returning any Car from a private contract shop shall be at Lessee's sole expense. Lessee shall be liable to Lessor for any rental revenues, if any, lost due to any unauthorized repair, alteration, improvement or addition.

(ii) In the event the U. S. Department of Transportation, or any other governmental agency or nongovernmental organization having jurisdiction over operation, safety or use of railroad equipment, requires that Lessor add, modify or in any manner whatsoever adjust the Cars subject to this Agreement in order to qualify them for operation in railroad interchange, (unless Lessee elects to perform Modifications at its own expense) Lessee agrees to pay an additional monthly charge of 1.09209 percent of the cost expended by Lessor on such Car, effective as of the date the Car is released from the shop after application of such additions, modifications or adjustments (hereinafter referred to as "Modifications"). No rental credit will be issued on Cars entering the shop for any Modifications for the first fifteen (15) days. In cases where Modifications are completed by Lessor or its agent, at Lessor's expense, rent

obligations hereunder for Cars being modified shall abate only after the first fifteen (15) days the Cars are being modified and rent shall continue to abate until the Cars are returned to Lessee. In cases where Lessee elects to perform Modifications, the rent for such Cars shall not abate under any circumstances. In the event Lessor in its sole discretion determines that it would not be economical to make such Modification in view of the estimated remaining useful life or condition of such Car, and Lessee has not elected to make such Modifications at its own expense, and Lessor therefore elects to permanently remove such Car from Lessee's service, the rental with respect to such Car shall terminate upon the date specified in writing by Lessor; provided that such date must be prior to the date the Modification is so required to be made. Further, no rental shall accrue for any period after the date such Modifications (i) were expressly required by an applicable agency to be completed; and (ii) were not completed as required hereunder by such date; and (iii) during such period Lessee did not have use of the Cars as a result of the Modifications not being performed. Lessee, at its sole expense shall transport the Cars at any point on the lines of Lessee at the request of Lessor in the event such transportation is necessary arising from the performance of the Modifications. All other transportation expenses arising from performance of Modifications pursuant to this paragraph off the lines of Lessee shall be at Lessor's sole expense.

(iii) Title to any alteration, improvement or addition made, whether or not authorized, shall be and remain with Lessor.

(iv) Lessee shall use the Cars in compliance with the terms of this Agreement, in a careful and prudent manner, solely in the use, service and manner for which the Cars were designed and at no time shall be used in a service in which the Cars will be subjected to thaw heat, open flames or other unloading practices damaging to the Cars.

7. Tax and Insurance

A. The Lessee will, at all times while the lease is in effect and at its own expense, cause to be carried and maintained in full force and effect in such amounts and with such terms (including coinsurance, deductibles, limits of liability and loss payment provisions) as are customary under the Lessee's risk management programs and in keeping with risks assumed by corporations of established size and reputation engaged in similar rail transportation businesses as Lessee: (i) public liability insurance (including Federal Employer Liability Act coverage) against loss or damage for personal injury, death or property damage suffered upon, in or about any premises occupied by it or occurring as a result of the ownership, maintenance or operation by it of any automobile, truck or other vehicle or services rendered by it and (ii) all risk property insurance on the Cars, provided, however, that the Lessee may self-insure with respect to any or all of the above only as is customary under the Lessee's risk management programs and in keeping with the risk management programs and in keeping with the risks assumed by corporations of established reputation engaged in the same business and provided further, that any such self-insurance will be comparable in all material respects to self-insurance provisions generally applicable to other comparable equipment owned or leased by the Lessee. In the event of any insured property loss, the payment for such loss shall be made directly to the Lessee. Notwithstanding the above, if an Event of Default as set forth in either subparts (i) and (iv) of Section 12 hereof, has occurred, Lessor may give thirty (30) days written notice that Lessee shall no longer be permitted to meet the risks relating to the Cars by self insurance and demand that Lessee obtain insurance as specified in the next sentence. Unless Lessee shall provide Lessor with written proof of insurance being in place within sixty (60) days of the expiration of said thirty (30) day notice in such amounts and for such risks and with such insurance companies as are satisfactory to Lessor in its sole discretion, this Agreement shall terminate immediately without notice and Lessee shall return all of the Cars to Lessor.

B. Responsibility for taxes for the Cars shall be as set forth on the applicable Schedule hereto.

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 a location acceptable to Lessor. 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 of delivery thereof being the date of the Certificate of Delivery for such car(s) executed pursuant to the terms hereof, as monthly rental, Fixed Rent as defined in the applicable Schedule, ("Basic Rent") specified in the applicable Schedule, without deduction, set-off, counterclaim, recoupment, defense, notice or demand due or alleged to be due by reason of any past, present or future claims of Lessee against Lessor or any other person for any reason whatsoever.

B. Rental payments shall not abate if any Car is out of service for any reason whatsoever, nor shall this Agreement terminate or the obligations of Lessee be otherwise affected by reason of the prohibition of or other restriction against Lessee's use of all or any such Cars, or the interference with such

use by any person or entity, except as provided in Section 6(a)(ii).

C. Any costs incurred by Lessor in collecting any rent and/or other sums including Additional Rent hereunder or pursuant to any Schedule hereunder wrongfully withheld by Lessee, including reasonable attorney fees and costs, will be paid by Lessee.

D. In the event any Rent or other payment due Lessor hereunder is not paid within ten (10) days after the due date, Lessee shall also pay to Lessor interest on such amount at a rate equal to the from time to time prime rate of Citibank, plus 3% or at such lesser rate as shall be the highest rate permitted by applicable law for the period until the Rent or other payment shall be paid.

E. Lessee shall pay and discharge, when due, all amounts required to be paid by Lessee under this Agreement (other than Basic Rent and Interim Rent, as defined in Schedule No. 1), 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, purchase, occupancy, transfer, sale, ownership, maintenance or repair or payments hereunder, or this Agreement, together with any penalties or interest imposed in connection therewith, ("Taxes"), provided, however, that so long as Lessee is not in default of this Master Lease or any Schedule hereto and should Lessee have received an opinion in writing of its counsel that there is a reasonable basis in law to contest such Taxes and upon Lessor's written consent, not to be unreasonably withheld, Lessee shall be permitted to reasonably contest such Taxes in a proper forum, provided, further, that any and all expenses, including without limitation interest, attorney fees, costs, fines, and penalties of such contest of such Taxes shall be the sole responsibility of Lessee and Lessee shall indemnify and hold

Lessor harmless as to any and all taxes, costs, attorney fees, and damages resulting from such contest of Taxes. 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, or permanently rendered unfit for use 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 thirty (30) days from the date Lessee has notice of an Event of Loss) notify Lessor as to the date of such event. On the rental payment date next succeeding such notice, Lessee shall pay to Lessor in immediately available funds the Casualty Value for such Car as of the rental 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. 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 1 to the applicable Schedule opposite the rental payment for which rental payment was last made.

B. Upon Lessor's request and with consent of Lessee, Lessor may, at its expense, replace any Car that has suffered an Event or Loss with similar equipment (such item of equipment a "Replacement Car") upon prior written notice from Lessor to Lessee, in which event rental for such Replacement Car shall continue to accrue upon the same basis as the rental on the car that suffered an Event of Loss and such Replacement Car shall be a part of the Cars leased hereunder.

C. 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 temporary or incidental use in Mexico and Canada.

B. 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 applicable 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 applicant.

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 lender to Lessor. Except for renewal and maintenance of the aforesaid markings or lettering indicating that a Car is leased to Lessee or is assigned in accordance with demurrage tariffs, and any markings of Lessee or its affiliates, or permitted sublessees, 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, including the revenues thereon, other than arising from Lessee's leasehold interest in the Cars hereunder under existing General and Adjustment Mortgages of 1895, provided, however, that such agreements are subject and subordinate to any and all rights Lessor may have as to the Cars, 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 11.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.

E. Lessor shall not be liable for any loss of, or damage to, commodities, or any part thereof, loaded or shipped in the Cars, however such loss or damage shall be caused, or shall result, except if solely caused by Lessor's gross negligence or wilful misconduct. The Lessee agrees to assume responsibility for, and to indemnify Lessor against, and to save it harmless from, any such loss or damage or claim, except if solely caused by Lessor's gross negligence or wilful misconduct, including, but not limited to reasonable attorney fees and costs, therefor.

12. Default

A. The occurrence of any of the following events shall be an Event of Default hereunder:

(i) The nonpayment by Lessee of any sum required herein to be paid by Lessee when any such payment is due, and, such nonpayment shall continue unremedied for a period of five (5) days after such sum is due hereunder;

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

(iii) The breach by Lessee of any material representation or warranty certificate, or financial certificate or financial statement furnished by Lessee to Lessor at or prior to the execution hereof or its failure to comply with any covenant set forth herein;

(iv) 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, or law relating to the readjustment of indebtedness, financial reorganization, arrangements with creditors, compositions of or extensions of indebtedness, if such Petitions or proceedings have not been dismissed within thirty (30) days of filing;

(v) The insolvency of Lessee.

B. Upon the occurrence of any event of default hereunder, without limiting Lessor's rights and remedies otherwise provided by law, at law or in equity, 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 pursuant to the terms hereof and under applicable law.

(ii) Proceed by any lawful means to enforce performance by Lessee of this Agreement or to recover damages pursuant to the terms hereof and under applicable law 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 which under the terms of this Agreement may then be unpaid and 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 Lessor may 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 rent and any other sums due hereunder through the terms of this Agreement. Lessee shall pay any deficiency remaining due after the proceeds have been so applied. 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 obligation 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, either, 180 days prior to the expiration of the Initial Term of any Schedule hereto or 180 days prior to the date of which Lessee may exercise any right of early termination, if any, expressly set forth in any Schedule hereto, of Lessee's desire to continue this Agreement or of Lessee's intention to exercise its early termination rights, only if expressly provided for hereunder or in an applicable Schedule, with respect to any Schedule to this Agreement.

Upon the expiration of this Agreement with respect to Cars on any Schedule, Lessee shall surrender possession of such Cars to Lessor pursuant to the early termination or expiration provisions in this Section and on the relevant Schedule. Lessee

shall ensure that each Car returned to Lessor upon the expiration or termination of the Agreement shall be in the following condition:

A. Each such Car shall be (i) delivered to Lessor, 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, and (v) free of any and all Rule 95, as amended, damage.

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 requests the return of the Cars and Lessee fails to return any Cars in its possession within thirty (30) days of such notification, Lessor, at its option, may increase without notice to Lessee the rate Lessee is required to pay to one hundred twenty-five percent (125%) 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 provisions of this Agreement as though such expiration had not occurred, provided, however, that if the Cars were made available to Lessor for return prior to or upon expiration, but were not inspected and accepted by Lessor within a reasonable time under the circumstances, no rental shall accrue after expiration or termination hereunder, provided, further, that any and all requirements and conditions for Lessor's acceptance of such Cars for return shall have been met by Lessee at such time, including, without limitation, the conditions and requirements herein and in Schedule No. 1 relating to the condition of the Cars upon return by Lessee upon expiration or termination, except no rental shall accrue between the time of expiration and inspection if such car is available for inspection a reasonable time prior to expiration, but was not inspected. 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. Lessor shall bear the costs associated with remarking each Car's roadmark and number which remarking shall be performed at a facility designated by Lessor, provided, however, that Lessee, at its sole expense, shall transport the Cars at any point on the lines of Lessee as requested by Lessor in the event such transportation is necessary arising from the performance of the remarking hereunder. All other transportation expenses arising from performance of the remarking pursuant to this paragraph off the lines of Lessee shall be at Lessor's sole expense.

Notwithstanding expiration of the term of this Agreement or any Schedule, Lessee's obligations under the terms of this Agreement as to damage to the Cars accruing prior to return to Lessor according to paragraph 8 of Schedule No. 1, 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 damage.

14. Representation, Warranties, and Covenants

Lessee represents, warrants and covenants as of the date hereof that:

A. 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, 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.

B. The entering into and performance of this Agreement 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 creation of any lien, charge, or security interest in this Agreement pursuant to any instrument to which Lessee is a part or by which it or its assets may be bound, except as expressly provided in Section 11 hereinabove.

C. 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, except as expressly disclosed in Lessee's reports to the SEC on Form 10-K for the year ended December 31, 1988 and on Form 10-Q for the quarter ended March 31, 1989.

D. 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's business, condition, property, holdings or the ability of Lessee to perform its obligations under this Agreement, except as expressly disclosed in Lessee's reports to the SEC on Form 10-K for the year ended December 31, 1988 and on Form 10-Q for the quarter ending March 31, 1989.

E. Lessee is a railroad for purposes of Section 101(38) of the United States Bankruptcy Code, 11 U.S.C. §§ 101 et seq.

15. Inspection

The Lessee will permit Lessor, or such person or persons as may be reasonably designated by such Lessor in writing to the Lessee, to visit and inspect the Cars, and to examine the Lessee's corporate books and financial records related to the Cars, and will answer any relevant questions relating to the Lessee's ability to pay any amount due hereunder, and Lessee's compliance with its obligations hereunder, subject to the following: (i) at least ten business days' notice shall be provided to the Lessee, and (ii) in no event may the Lessor inspect the Cars or the Lessee's corporate books and financial records related to the Cars more than once in any calendar year except in an Event of Default pursuant to paragraph 12 hereof.

16. 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 and agents 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 reasonable 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 use, possession, storage, operation, condition, repair, replacement, reconstruction, removal, return or other disposition of Cars, except for such losses and claims which arise from Lessor's negligence or to the extent such claims and losses result solely from defective design, materials, workmanship and/or parts which are not the obligation of Lessee under the terms of this Agreement or any Schedule hereto;

(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 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); (ii) all income and loss associated with the Cars will principally 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").

17. Reports.

Lessee will furnish to Lessor a copy of Lessee's audited Financial statements, complete with notes, and information of the Lessee as soon as practicable and in any event within 120 days after the end of each of its fiscal years. Commencing with the fiscal year ended December 31, 1989, the Lessee will furnish audited consolidated balance sheets of the Lessee and its consolidated Subsidiaries at the end of such year and related audited consolidated statements of income and retained income and changes in financial position of the Lessee and its consolidated Subsidiaries for the year then ended certified by independent public accountants.

Lessee's Financial statements shall also be furnished within 60 days after the end of the first, second and third quarterly accounting periods in each fiscal year. The Lessee will furnish to Lessor unaudited consolidated balance sheets of the Lessee and its consolidated Subsidiaries as at the end of such period, and the unaudited consolidated statements of income and retained income and changes in financial position of the Lessee and its consolidated Subsidiaries for such period, all certified by the President or the chief financial officer as having been prepared in accordance with generally accepted accounting principles, subject to any exceptions stated therein and notes thereto and, in the case of unaudited balance sheets and statements, subject to normal year and audit adjustments.

Unless otherwise requested in writing by Lessor only after an Event of Default hereunder has occurred, the Lessee's delivery to the Lessor of the Lessee's quarterly report on Form 10-Q as filed with the Securities and Exchange Commission ("SEC") and its annual report on Form 10-K as filed with the SEC shall, when delivered within the respective periods and accompanied by the required certifications and opinions indicated above, constitute the Lessee's compliance with the requirements of the foregoing.

18. Miscellaneous

A. Lessee may without prior consent of Lessor sublease the Cars to any corporation organized under the laws of the United States of America; provided, however that any such Sublease shall be consistent with and shall not violate the terms of this Agreement or Schedule No. 1, provided, further, that Lessee may not without the prior written consent of Lessor, assign this Agreement or any of its rights or obligations hereunder, except to a corporation as expressly permitted herein. Any purported assignment or sublease in violation hereof shall be void. Lessee will not permit or suffer any encumbrances or liens to be entered or levied upon any Car, other than such as may arise by, through, or under Lessor or any assignee of Lessor's rights hereunder

subject to the foregoing, 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.

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. The Lessee shall not merge, consolidate, or sell, assign or transfer all or substantially all of its property to any other corporation unless the Lessee is the survivor of such merger or consolidation or unless the survivor of such merger or consolidation or such transferee shall (i) be a corporation organized under the laws of the United States of America or a state thereof; (ii) said entity shall be a railroad as defined in Section 101(38) of the United States Bankruptcy Code, 11 U.S.C. §§ 101 et seq. and (iii) shall expressly assume all of the obligations and liabilities under this Agreement and the Schedules hereto; provided, however, that in such event the survivor or transferee resulting from such actions shall, within sixty (60) days of such event, provide Lessor with written information describing in reasonable detail its risk management program relating to the Cars pursuant to Section 7 hereof. Upon satisfaction of these conditions, and provided that no default hereunder has occurred, any merger, consolidation or sale of assets not in conflict with the terms of this Agreement or Schedule No. 1 hereto shall not terminate this Agreement as a result.

D. 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.

E. Both parties agree to execute the documents contemplated by this transaction and such other documents as may be required in furtherance of the terms hereof.

F. 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.

G. 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
Major Industries Financial Group
One Oxford Centre
Pittsburgh, PA 15219
Attn.: Manager, Rail Operations

Lessee: The Atchison, Topeka and
Santa Fe Railway Company
80 East Jackson Boulevard
Chicago, IL 60604
Attn.: Chief Financial Officer

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

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

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

J. This Agreement represents the entire Agreement. This Agreement shall not be modified, altered, or amended, except by an agreement in writing signed by the parties.

K. 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: THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

By: [Signature]
Title: VP Portfol Mgr

By: [Signature]
Title: _____

Date: 7/27/89

Date: July 25, 1989

At: Pittsburgh, Pennsylvania

At: Glenview, Illinois

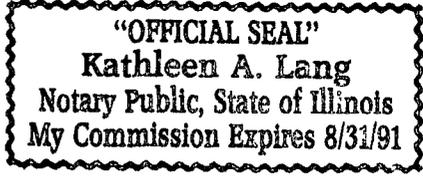
0758/C
72489/1540

STATE OF Illinois)
)
COUNTY OF Cook) SS:

On this 25th day of July, 1989, before me personally appeared Glenn W. Dodd to me personally known, who being by me duly sworn says that such person is Senior V.P.-Finance and Chief Financial Officer of THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, 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. The document was executed at Glenview, Illinois.

Kathleen A. Lang
Notary Public

0758/C



STATE OF Pennsylvania)
COUNTY OF Allegheny)

SS:

On this 27th day of July, 1989, before me personally appeared Thomas E. Flickinger to me personally known, who being by me duly sworn says that such person is _____ 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. The document was executed at Pittsburgh, PA.

Christine J. Gunia
Notary Public

0758/C

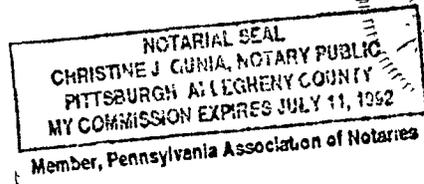


EXHIBIT A

ASSIGNMENT AND CONSENT
OF PURCHASE ORDER

THIS AGREEMENT dated as of _____, 1989 by and between WESTINGHOUSE CREDIT CORPORATION, its successors and assigns (the "Lessor") and THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY (the "Lessee").

Lessee has executed purchase orders (the "Purchase Orders") covering the purchase of certain items of railroad equipment (the "Cars") from certain suppliers (the "Suppliers"). Lessor and Lessee have entered into a Master Lease Agreement dated as of _____, 1989 (the "Agreement") pursuant to which Lessee has agreed to lease from Lessor the Cars referred to therein. (All terms used herein which are not otherwise defined shall have the meaning ascribed to them in the Agreement.)

Lessee desires to lease rather than purchase the Cars described in Schedule _____ to the Agreement and Lessor is willing to acquire certain of Lessee's rights and interests under the Purchase Order(s) for such Cars.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, Lessor and Lessee hereby agree as follows:

SECTION 1. ASSIGNMENT.

(a) Lessee does hereby assign and set over to Lessor all of Lessee's rights and interests in and to such Cars and the Purchase Orders as the same relate to such Cars including, without limitation, in such assignment (i) the right to purchase each Car pursuant to the related Purchase Order, and the right to take title to such Car and to be named the purchaser in the bill of sale for such Car, (ii) all claims for damages in respect of each Car purchased by Lessor arising as a result of any default by the Supplier thereof under the related Purchase Order, including, without limitation, all warranty and indemnity provisions contained in such Purchase Order, and all claims arising thereunder, in respect of such Car, and (iii) any and all rights of Lessee to compel performance of the terms of such Purchase Order.

(b) If, and so long as, no Event of Default under the Lease has occurred and is continuing, Lessee shall be, and is hereby authorized on behalf of Lessor in the name of Lessee to exercise all rights and powers of the purchaser under all Purchase Orders with respect to such Cars and to retain any recovery or benefit resulting from the enforcement of any warranty, indemnity or right to damages under the Purchase Orders or otherwise existing against the Supplier in respect of such Cars.

SECTION 2. CONTINUING LIABILITY OF LESSEE.

It is expressly agreed that, anything herein contained to the contrary notwithstanding: (a) Lessee shall at all times remain liable to the Supplier to perform all of the duties and obligations of the purchaser under the Purchase Orders to the same extent as if this Assignment and Consent had not been executed, (b) the execution of this Assignment and Consent shall not modify any contractual rights of the Supplier under the Purchase Orders and the liabilities of the Supplier under the Purchase Orders shall be to the same extent and continue as if this Assignment and Consent had not been executed, and (c) the exercise by the Lessor of any of the rights assigned hereunder shall not release Lessee from any of its duties or obligations to the Supplier under the Purchase Orders, (d) Lessor shall not have any obligation or liability under the Purchase Orders by reason of, or arising out of, this Agreement or be obligated to perform any of the obligations or duties of Lessee under the Purchase Orders by reason of, or arising out of, this Agreement or be obligated to perform any of the obligations or duties of Lessee under the Purchase Orders or to make any payment (other than under the terms and conditions set forth in the Lease) or to make any inquiry of the sufficiency of or authorization for any payment received by any Supplier or to present or file any claim or to take any other action to collect or enforce any claim for any payment assigned hereunder.

IN WITNESS WHEREOF, Lessee has caused this Agreement to be duly executed this _____ day of _____, 1989.

THE ATCHISON, TOPEKA AND SATA FE
RAILWAY COMPANY
Lessee

By _____

Its _____

The foregoing assignment is hereby accepted this ___ day of _____, 1989.

WESTINGHOUSE CREDIT CORPORATION, Lessor

By _____

Its _____

0758/D

CONSENT AND AGREEMENT

The undersigned Supplier(s) hereby consent(s) to the above Purchase Agreement Assignment and agree(s) not to assert any claims against Lessor which are inconsistent with the terms thereof.

IN WITNESS WHEREOF, the Supplier(s) has (have) caused this Consent and Agreement to be executed this _____ day of _____, 1989.

By _____

Its _____

0758/D

EXHIBIT B
CERTIFICATE OF INCUMBENCY

RE: Master Lease Agreement dated _____, 1989
between Westinghouse Credit Corporation and The Atchison, Topeka
and Santa Fe Railway Company.

I hereby certify that I am duly elected, qualified and
presently serving _____ of THE ATCHISON, TOPEKA AND
SANTA FE RAILWAY 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 C
(Specifications)

0758/F

BIDDING SPECIFICATION

FOR A

MAXI-STACK II 1/2TM FIVE-UNIT CONTAINER CAR

WITH

70-TON END TRUCKS AND 125-TON INTERMEDIATE TRUCKS

AND

48' END AND 48' INTERMEDIATE WELLS

FOR

ATCHISON, TOPEKA, & SANTA FE RAILWAY COMPANY

GUNDERSON INQUIRY NO. R89-9

MAY 4, 1989
REVISED MAY 12, 1989

GUNDERSON INC.
PORTLAND, OREGON

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GENERAL SPECIFICATIONS

GENERAL DESCRIPTION

The car is a five platform articulated railway car for hauling containers stacked two high.

End units are capable of carrying two (2) 20' x 96" containers or one (1) 40' x 96" container or one (1) 45' x 96" container or one (1) 45' x 102" container or one (1) 48' x 102" container in the well and one (1) 40' x 96" container or one (1) 45' x 96" container or one (1) 45' x 102" container or one (1) 48' x 102" container or one (1) 53' x 102" container on top using IBC's. Intermediate units are similar to end units except they will not carry two (2) 20' x 96" containers.

DESIGN

Design and construction of the cars will conform to AAR Specifications for Design, Fabrication and Construction of Freight Cars, M-1001, revised January 1, 1987 (effective March 1, 1987) including Chapter VIII Design and Test Requirements for Trailer/Container Cars, except as follows; car does not meet impact requirement and exceeds Plate "C".

CLEARANCES

Limiting dimensions exceed plate "C".

INSPECTION

Customer may place as many inspectors as deemed necessary at car builder's works who have free access at all times to all drawings and work, that they may see that the provisions of this specification are complied with in every respect.

Material and details not conforming to specifications may be rejected and will be reworked or replaced by the car builder.

OWNERSHIP INFORMATION

Ownership information is stenciled on car body.

SUMMARY

Car is built in the best most substantial and workmanlike manner, according to the true intent and meaning of the specification, notwithstanding that everything is not particularly mentioned in this specification.

PRELIMINARY GENERAL DIMENSIONS

Overall length of 5-unit car, over coupler pulling faces....	304' 5 1/4"
Height, rail to container support surface (empty car).....	11 15/16"
Height, rail to container support surface (loaded contr)...	9 7/8"
Height, rail to top of upper container (2 ea 9'6 1/2"empty).	20' 1 7/8"
Height, rail to top of upper container (2 ea 9'6 1/2"loaded)	20' 0"
Height, rail to center line coupler at light car.....	2' 10 1/2"
Truck centers, end.....	57' 10"
Truck centers, intermediate.....	58' 2 1/2"
Width over side sills.....	9' 10 5/8"
Inside width between side sills.....	8' 8 1/4"
Top of side sill to top of rail.....	57"
Well size (end unit).....	48' X 102 3/8"
Well size (intermediate unit).....	48' X 102 3/8"
Center of gravity (empty car).....	34"

WEIGHT/CAPACITY

Based on 157,500 lb truck load for 125-ton trucks:

1. Light weight. Estimated 204,000 lbs.
2. Capacity, net Estimated 600,000 lbs.
3. Gross rail load Estimated 804,000 lbs.
4. Capacity per end unit Estimated 120,000 lbs.
5. Capacity per intermediate unit. Estimated 120,000 lbs.

CURVE NEGOTIABILITY - HORIZONTAL

RADIUS

- | | |
|--------------------------------------|------|
| (a) Uncoupled. | 180' |
| (b) Coupled to like car | 288' |
| (c) Coupled to 40' base car. | 285' |

TRUCKS

GENERAL

The trucks are conventional three-piece trucks with integral stabilizing. Trucks under the extreme ends of the end units are the 70-ton type, 6" x 11" journals, 5' 8" wheel base with 33" wheels. Trucks under the inboard ends of the end units and under intermediate units are the 125-ton type, 7" x 12" journals, 6' 0" wheel base with 38" wheels. Spring groups (3 11/16" travel) are as appropriate for the capacity of the car. Body side bearings are the constant contact type. Intermediate unit bolsters have four side bearings. End unit bolsters have two side bearings. The 125-ton trucks are supplied with special elastic isolation pads between the roller bearing adapter and the side frame.

SIDE FRAMES

The 70-ton truck side frames are Grade B cast steel in B section in accordance with AAR Specifications M-203 and M-210. They are narrow pedestal type and have integral unit brake beam guides. Pedestal jaw roofs are prepared for and equipped with Transdyne wear plates. Column guides have wear plates secured with Grade 8 bolts and two-point welds. Side frames have cored holes for roller bearing retaining keys.

The 125-ton truck side frames are Grade C cast steel in an enhanced C section in accordance with AAR Specifications M-203 and M-210. They are narrow pedestal type and have integral unit brake beam guides. Pedestal jaw roofs are prepared for and equipped with TransDyne wear plates. Column guides have wear plates secured with Grade 8 bolts and two-point welds. Side frames have cored holes for roller bearing retaining keys.

BOLSTERS

The 70-ton truck bolsters are Grade C cast steel in B section in accordance with AAR Specifications M-202 and M-210. Center plate bowl is 1 3/4" deep by 16" in diameter with welded carbon steel horizontal wear plate and 1/4" x 2" welded stainless steel vertical wear ring.

Bolsters are rod through design for Ellcon National design truck mounted brakes. Friction pockets, designed for Ride Control stabilizer with Slopegard.

The 125-ton truck bolsters are Grade C cast steel in an enhanced C section in accordance with AAR Specifications M-202 and M-210. Center plate bowl is 1 3/4" deep by 16" in diameter with welded carbon steel horizontal wear plate and 1/4" x 2" welded stainless steel vertical wear ring.

Bolsters are rod through design for Ellcon National design truck mounted brakes. Friction pockets, designed for Ride Control stabilizers with Slopegard.

TRUCKS (Continued)

STABILIZERS

Stabilizers are ASF Ride Control design on the 70-ton and 125-ton trucks, with Slopegard.

ROLLER BEARING ADAPTERS

Roller bearing adapters are AAR Specification M-924 for 7" x 12" bearings and narrow pedestal side frames. The 7" x 12" adapters have a special recess for application of elastic isolation pads. They are without heat indicators. The 6" x 11" bearing adapters are without heat indicators and have hardened crown and shoulders.

ROLLER BEARINGS

Roller bearings are 6" x 11" and 7" x 12".

AXLES

Axles are either raised wheel seat design with 6" x 11" journals, AAR Specification M-101, latest revision, Grade U, or raised wheel seat design with 7" x 12" journals, AAR Specification M-101, latest revision, Grade F.

WHEELS

The 33" wheels are one-wear CJ-33, Class C, 1 3/8" minimum rim thickness, The 38" wheels are CB-38, Class C, one-wear.

SIDE BEARINGS

Side bearings, constant contact type are attached to bolster with Grade 8 threaded fasteners.

SPRINGS

Springs are alloy steel, seven (7) outer D-5 and three (3) inner D-6 for 6" x 11" trucks, nine (9) outer D-5 and nine (9) inner D-6 for 7" x 12" trucks.

TRUCKS (Continued)

CENTER PINS

Center pins are 1 3/4" diameter A 576 Grade 1020 steel.

ROLLER BEARING RETAINER KEYS

Side frames are equipped with roller bearing retainer keys secured by lockbolts.

TECSPAK PADS

125-ton trucks are equipped with W.H. Miner's "Tecspak pad" devices at interface between pedestal jaw and adapter.

CAR BODY

SIDE SILL

Side sills consist of upper channel members, outside vertical side sheets and lower angular members (bottom flange). All are 50,000 psi minimum yield point steel.

BODY BOLSTER

Body bolster is built-up welded design. End units consist of an enclosed box section extending from side sill to side sill. Intermediate units and articulated end of end units consist of an enclosed box section extending from side sill to side sill. Interior diaphragms are provided at the side bearing support arms, and at the side sill connection. Top cover plates and webs are Charpy tested to 15 ft. lbs. at -20 degrees F.

CENTER SILL

End center sill is a built-up welded zee design. Bottom flanges are 3/4" A 572 Grade 50 steel, vertical webs are 5/8" A 572 Grade 50 steel, and top cover plate is 5/8" A 572 Grade 50 steel. Bottom flanges and vertical webs are Charpy tested to 15 ft. lbs. at -20 degrees F.

Intermediate center sill is a built-up welded box design. Bottom cover plates are 1/2" A 572 Grade 50 steel, vertical webs are 9/16" A 572 Grade 50 steel, and top cover plates are 11/16" A 572 Grade 50 steel. Bottom cover plates and vertical webs are Charpy tested to 15 ft. lbs. at -20 degrees F.

BODY CENTER PLATE (END UNIT)

Body center plate is 15 7/8" diameter cast weld applied design with its wear surface heat treated to Brinnell Hardness 375 minimum.

ARTICULATED CONNECTION

Articulated connection is cast steel with 15 7/8" diameter center plate. It is the heavy duty design for use with 125-ton trucks.

CAR BODY (Continued)

BODY SIDE BEARINGS

End truck body side bearings are 5" wide steel to Brinnell Hardness 325-375 and secured to 1/2" A 36 steel filler and side bearing extension arms with two (2) 3/4" high-strength hex drive bolts, hardened washers, and hex nuts, fully torqued to recommended standards. Nut is tack welded to bolt after torquing.

Intermediate truck body side bearings are 6" wide steel to Brinnell Hardness 325-375 secured to the body side bearing support arm with two (2) 3/4" high-strength hex drive bolts, fully torqued to recommended standards. Nut is tack welded to bolt after torquing.

JACKING PADS

Bolster is reinforced for jacking fully loaded car off the trucks.

TRUSS ASSEMBLY

The truss assembly is an "X" type with transverse members of tubing - TS 4" x 2" x 1/8". The side sill lower flange extends into the well to provide the function of longitudinal stringers.

The purpose of the truss assembly is to help support the container floor should the floor fail, and to provide lateral stiffness to the side sills.

CONTAINER SUPPORTS

End units support the containers at the 40' locations and 20' location (middle of car). Middle support is 1 1/8" A 710 steel and end supports are 1 1/2" A 710 steel. Both are lock bolted to side sill. Intermediate units support the containers at the 40' locations only.

DRAFT GEAR ARRANGEMENT

COUPLERS

Couplers are SBE60DE with 6 1/4" x 8" x 21 1/2" rigid shank, slotted tail, and are bottom operating. Cotter is removed from bottom of knuckle pin prior to shipment of car.

COUPLER CARRIER WEAR PLATES

Coupler carrier wear plates are manganese steel.

COUPLER RELEASE RIGGINGS

Coupler release riggings are standard for bottom operating coupler.

YOKES

Yokes are Y40AE meeting requirements of AAR Specification M-205.

DRAFT GEAR CARRIER PLATES

Draft gear carrier plates, four (4) per car, are 5/8" x 8" A 36 pressed steel and each is attached to center sill flanges with six (6) 7/8" lock bolts.

DRAFT GEARS

Draft gears are AAR M-901G for 24 5/8" pocket.

DRAFT GEAR FOLLOWERS

Draft gear followers are Y44.

DRAFT KEYS

Draft keys, two (2) per car, are 1 1/2" x 6" round edge section of A 576 Grade 1045 quenched and tempered to BHN 262-302.

DRAFT GEAR ARRANGEMENT (Continued)

FRONT DRAFT LUGS

Front draft lugs with integral draft key slot are AAR M-201 Grade C cast steel.

REAR DRAFT LUGS

Rear draft lugs are AAR M-201 Grade B cast steel.

STRIKERS

Strikers, all welded type, are 1 1/2" x 3 1/2" A 572 Grade 50 steel top section, TS 6"x 4"x 1/2" A 500 Grade B steel bottom section and 1/2" x 3" A 572 Grade 50 steel tie plates.

BRAKE SYSTEM

AIR BRAKES - ABDW

Details of installation conform with Specification No. 2518, latest revision "Installation Freight Car Brake Equipment" except the requirement for auxiliary brake pipe devices.

ABDW control valve, fabricated reservoir, retainer valve and branch pipe tee are equipped with socket welded flanged pipe fittings.

Any hose found porous or leaking around fittings or otherwise defective and any cocks found leaking at top of key are replaced.

EMPTY LOAD DEVICES

To maintain a minimum brake shoe force of 8.5% of the gross rail load of the 5-unit car, 10" diameter brake cylinders are required on the intermediate trucks.

To maintain maximum brake shoe force of 30% of the light weight of the 5-unit car, empty-load devices are used. End trucks have 7 1/2" diameter cylinders and do not require empty-load brakes.

PIPING

Extra strong steel pipe is used for all piping. All piping is secured to underframe of car with wedge type pipe anchors. Maximum unsupported span is 8' 0". Individual pipes are formed to accurate shape before application to car. Strain on pipe and flanged unions caused by forcing them in place to obtain connection is avoided.

Pipe connections are made with either adjustable (swivel) socket welded fittings or all welded couplings.

All pipes are hammered and blown free of dirt with dry air before they are connected to air brake equipment.

Two sets of gladhand hoses, in addition to those at end of car, are in the 1 1/4" trainline piping system, for isolating control valves so the valves may be individually tested.

Three-quarter inch (3/4") pipe is used in the brake cylinder line on the end unit systems (trucks 1, 2, 5, and 6). One-half inch (1/2") pipe is used in the brake cylinder line on the middle system (trucks 3 and 4) to maintain the correct volumetric relationship.

BRAKE SYSTEM (Continued)

BRAKING RATIO

Braking ratio is in accordance with DOT requirements and AAR Interchange Rules.

HAND BRAKE

Two (2) AAR 1980 intermediate powered, vertical wheel, non-spin, quick release type (long handle) hand brakes are used. Each hand brake actuates brakes on two (2) trucks, one (1) end truck and one (1) intermediate truck.

BRAKE EQUIPMENT

Three (3) control valves are used. All six trucks have air brakes.

End trucks have truck mounted brakes with 7 1/2" diameter cylinders. Intermediate trucks have truck mounted brakes with 10" diameter cylinders.

SLACK ADJUSTER

Truck mounted brake system has a double acting automatic slack adjuster in each truck.

BRAKE SHOES

Brake shoes are two inch (2") high-friction composition type, AAR H-4 designation.

BRAKE BEAMS

Brake beams are AAR Standard No. 24 with hardened bushings and with metal shoe rejection lugs.

BRAKE PINS

Brake pins are C1050 steel, turned or drop forged or induction hardened to Rockwell C60-63 to a depth of 0.080" - 0.100". Minimum diameter of pins is 1 3/32". All brake pins are secured with 5/16" Loctite cotter keys. Holes for brake pins are drilled.

BRAKE SYSTEM (Continued)

BRAKE SHOE KEYS

Brake shoe keys are spring type.

TRUCK LEVERS AND CONNECTIONS

Truck levers and connections are flame cut and forged steel design. Dead lever fulcrum is mounted on truck bolster.

BODY LEVER

Body lever is flame cut from A 36 steel.

BRAKE RODS

Brake rods are 7/8" diameter A 36 steel.

BADGE PLATES

Stainless steel badge plates showing brake lever dimensions are applied to car in visible locations near control valves.

ANGLE COCKS

Ball type angle cocks are used and they are threaded onto a nipple which is secured to brake pipe with a threaded coupling.

RELEASE ROD

Release rod is 1/2" diameter A 576 Grade 1020 steel with closed loop ends and arranged for in-line operation of brake cylinder release valve.

AUXILIARY BRAKE PIPE DEVICES

There are two (2) KM-2 valves, one located on each end air brake system.

PAINING

CLEANING

All steel surfaces that are painted with DTM paint are blasted before painting. Trucks, hand brake, etc., are not removed during blasting but are adequately protected.

INACCESSIBLE SURFACES

Metal-to-metal lap joints are painted with weldable primer before assembly.

EXTERIOR AND UNDERFRAME

Exterior surfaces are painted with a direct-to-metal paint to 3 mils minimum dry-film thickness. All paints are lead free in accordance with Gunderson's paint specifications for all railcars.

STENCILING

Stenciling is in accordance with AAR Manual of Standards and Recommended Practices, Section L. Stenciling is 2 mils minimum dry-film thickness.

TRUCKS

Trucks, as received from truck manufacturer, have fog coat of light-bodied black paint. Trucks are stenciled with customer's reporting marks and car number on side of each bolster facing outboard end of car.

DEFECT CARD RECEPTACLE

Defect card receptacle, one (1) per car, is welded to side sill on reservoir side of car. Receptacle is painted same color as exterior car body.

ROUTE CARD BOARDS

Route card boards, two (2) per car, are secured with formed steel brackets welded to car side. Route card boards are painted same color as exterior car body.

SECUREMENTS

BOLT AND NUT THREADS

Unless otherwise specified, all bolts and nuts are threaded to coarse thread series in accordance with the Unified Screw Thread Standard Class 2A External and Class 2B Internal Threads for Class 2 fit of the American Standard for Screw Threads.

BOLT HEADS AND NUTS

All bolt heads, except as noted, are in accordance with American Standard Regular Hexagon.

All nuts are American Standard per ASTM Specification A 307 or stronger, unless otherwise specified.

High-strength bolts are ASTM Specification A 325 or stronger, unless otherwise specified.

SELF-LOCKING NUTS AND SCREWS

Self-locking nuts meeting AAR Specification M-922 are used on bolts securing ABDW valve, combined reservoir, brake cylinder, retainer valve, and angle cock "U" bolts to car body supports.

Self-locking cap screws meeting AAR Specification M-922 are used for securing all flanged pipe fittings on reservoir, ABDW valve, brake cylinder and retainer valve.

RIVETING AND LOCK BOLTING

Riveting and lock bolting applications are in accordance with Chapter V of the AAR Manual of Standards and Recommended Practices, Section C - Part II.

WELDING

Welding practice is in accordance with Chapter V of the AAR Manual of Standards and Recommended Practices, Section C - Part II.

EXHIBIT "A"
SPECIALTY LIST

Gunderson Inquiry No. R89-9

SANTA FE RAILWAY
MAXI-STACK II 1/2 CONTAINER CARS

MAY 11, 1989

=====

ITEM DESCRIPTION

SUPPLIER

Adapters, roller bearing, for 6" x 11" bearings and
standard narrow pedestal side frames, AAR M-924,
hardened crown and shoulders

Hayes-Albion (General Standard Co.)

Adapters, roller bearing, for 7" x 12" bearings and
standard narrow pedestal side frames, AAR M-924,
hardened crown and shoulders, modified for TransDyne and
pedestal jaw cushion element

Hayes-Albion (General Standard Co.)

anchors, brake pipe, wedge type

Illinois Railway Equipment Company

axles, 70-ton, 6" AAR D-11, AAR M-101 (Reconditioned)

Gunderson Inc.

axles, 125-ton, 7" AAR D-11, AAR M-101

Trenton Works/Sumitomo/Johnstown Axle

beams, brake, RH and LH, #24, w/bushings

Buffalo Brake Beam Company

bearings, roller, 6" x 11" NFL

The Timken Company/Brenco

bearings, roller, 7" x 12" NFL

The Timken Company/Brenco

bearings, truck side, constant contact for 70-ton
and 125-ton

A. Stucki Company/Miner Enterprises

EXHIBIT "A"
SPECIALTY LIST

SANTA FE RAILWAY

MAXI-STACK II 1/2 CONTAINER CARS

MAY 11, 1989

Anderson Inquiry No. R89-9

ITEM DESCRIPTION

SUPPLIER

colster, truck, 70-ton, Grade C steel, 16" diameter bowl
2" deep, 25 1/16" center plate height, machine bowl to
500 micro-inches or less, 1/4" x 2" stainless steel
vertical wear ring (continuously welded "J" groove, rod
through design, for Ellcon National truck mounted brakes,
rod through opening to be on plus side of tolerance, no
dead lever anchor, side bearing mounting holes 25" from
center line, ASF Ride Control stabilizers, hardened carbon
steel horizontal wear plate weld applied per TTX spec.

American Steel Foundries

colster, truck, 125-ton, Grade C in enhanced C section,
16" x 2" deep bowl after weld application of hardened
steel horizontal wear plate, 25 1/16" center plate height,
machine bowl to 500 micro-inches or less, 1/4" x 2"
stainless steel vertical wear ring, (continuously welded
"J" groove weld), rod through design for Ellcon National
truck mounted brakes, rod through opening to be on plus
side of tolerance, no dead lever anchor, side bearing
mounting holes 25" from center line, ASF Ride Control
stabilizer, hardened weld applied steel (carbon) horizontal
wear plate, mounting arrangement for Ellcon truck mounted
brakes.

American Steel Foundries

brake, empty-load device, 70-ton, Model 7100 w/P-1
proportional valve, S-1 load sensor valve and 250 cubic
inch reservoir

Sloan Valve Company/New York Air Brake

EXHIBIT "A"
SPECIALTY LIST

Gunderson Inquiry No. R89-9

SANTA FE RAILWAY
MAXI-STACK II 1/2 CONTAINER CARS

MAY 11, 1989

ITEM DESCRIPTION

SUPPLIER

Brake, empty-load device, 125-ton, Model 7260-B	Sloan Valve Company
Brake equipment, air, includes ABDW valves, retainer valve, reservoirs, fittings and hoses, with KM2 valve	New York Air Brake Co.
Brake, hand, Model 9450-1, vertical wheel, long handle, intermediate powered, two each	SAB-Ajax/Ellcon National
Brakes, truck mounted, Model 8500, 7 1/2" and 10" cylinders	Ellcon-National Inc.
Cock, angle	Sloan Valve Company
Cone, stacking	Columbia Forge
Connection, articulated, 125-ton, 15 7/8" diameter center plate, male, female and associated parts, center plate bearing surface hardened to a BHN of 375-500, with oil quenched pin	American Steel Foundries
Connectors, interbox	ILS America/Peck & Hale
Coupler, SBE60DE, bottom shelf, 21 1/2" shank, Grade E	National Castings Inc./McConway & Torley
Follower, draft gear, #Y44	Gunderson Inc.

EXHIBIT "A"
SPECIALTY LIST

Gunderson Inquiry No. R89-9

SANTA FE RAILWAY
MAXI-STACK II 1/2 CONTAINER CARS

MAY 11, 1989

ITEM DESCRIPTION

SUPPLIER

Frame, truck side, 70-ton, 6" x 11" journals, 5' 8" wheel base, 3 11/16" spring travel, 33" wheels, column wear plates applied by Camcar fasteners and two-point welds, cored for side frame keys, TransDyne pedestal jaw wear plates, Ellcon National truck mounted brakes, ASF Ride Control, Grade B steel

American Steel Foundries

Frame, truck side, 125-ton, 7" x 12" journals, 6' 0" wheel base, 3 11/16" spring travel, 38" wheels, column wear plates applied by Camcar fasteners and two-point welds, cored for side frame keys, TransDyne pedestal jaw wear plates, Ellcon National truck mounted brakes, ASF Ride Control, Grade C steel in enhanced C section

American Steel Foundries

Gear, draft, 24 5/8" pocket, M901G

Cardwell Westinghouse/Miner Enterprises

Hand holds

Columbia Forge

Hoses, with spring guards at articulated connection

Stratoflex

Jaws, clevises, eyes

Schaefer Equipment Company

Key, brake shoe

ABC Company

Key, draft gear

ACF Industries, Inc.

Key, roller bearing retainer

Schaefer Equipment Company

EXHIBIT "A"
SPECIALTY LIST

Gunderson Inquiry No. R89-9

SANTA FE RAILWAY
MAXI-STACK II 1/2 CONTAINER CARS

MAY 11, 1989

ITEM DESCRIPTION

SUPPLIER

Pads, vertical isolation (Tecspads)

W. H. Miner Enterprises

Pins, brake heat treated

Columbia Forge

Plate, brake beam wear

Buffalo Brake Beam Co.

Plate, brake lever badge

Roemer

Plate, center, 16" diameter low profile, 2" rim height,
hardened to BHN 375-500, No. 50619-F or BS341AFH

Nat'l Castings/American Steel Foundries

Plate, coupler carrier wear, manganese

Schaefer Equipment Company

Plate, side frame pedestal jaw wear

TransDyne

Platforms, 24" x 109", and other sizes. Includes
additional IBC platforms

Morton Manufacturing

Receptacle, defect card, "Cheeper"

Western Railway Devices

Retainer, draft key

Illinois Railway Equipment Co.

Rigging, coupler release, for E coupler

Triax Tube Company/Stanrail

EXHIBIT "A"
SPECIALTY LIST

SANTA FE RAILWAY
MAXI-STACK II 1/2 CONTAINER CARS

MAY 11, 1989

Gunderson Inquiry No. R89-9

=====

ITEM DESCRIPTION

SUPPLIER

Shoes, brake, 2" composition, high friction

Railroad Friction Products/ABC Company

Springs, truck, 100 outer D-5 alloy, 84 inner D-6 alloy

Union/Pittsburgh/ALCO/Miller

Stabilizers, 6" x 11", 70-ton ASF Ride Control with slope guard

American Steel Foundries

Stabilizers, 7" x 12", 125-ton ASF Ride Control with increased snubbing and with slopegard

American Steel Foundries

Wheels, 33" diameter, Class C, one-wear

Griffin Wheel Company/ABC Company

Wheels, 38" diameter, Class C, one-wear

Griffin Wheel Company

Yoke, coupler, Y40AE, Grade E

National Castings Inc./McConway & Torley

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
 Manager Mechanical Systems

SPECIFICATION NO. 2984

5-UNIT ARTICULATED, 125 -TON, DOUBLE STACK WELL CAR
 ALL 48FT WELLS- END WELLS TO HANDLE 20FT CONTAINERS

REVISION	FIRST ISSUE				
DATE	MAY 4, 1989				
ISSUED BY	UKP				

ARTICULATED 125-TON DOUBLE STACK SPECIFICATION

LEASE OR PURCHASE

GENERAL DESCRIPTION

This specification describes the 5-UNIT ARTICULATED 125 -TON DOUBLE STACK CAR. The car shall be designed and built to meet all applicable AAR requirements set forth in MANUAL OF STANDARDS AND RECOMMENDED PRACTICES SECTION C II and all other current and applicable AAR / FRA regulations. The AAR design criteria set forth in the Manual of Standards are to be considered as the minimum standards for acceptance. Each intermediate unit will be coupled by articulated connections. The end units will be equipped with an articulated connection on one end and with a conventional coupler - draft gear arrangement on the other end. The car will be equipped with four intermediate trucks and two end trucks. The ATSF will be notified in writing of any part of the design which fails to meet the requirements of Section C II or any other pertinent sections of the Manual of Standards which may effect the approval of the car by the AAR.

GENERAL DIMENSIONS

Manufacturer to strive to provide a design which will offer the least restrictive clearance diagram under all conditions of lading and operation.

All cars will meet the minimum allowable ATR requirement set by Santa Fe's ATS Inductors as shown in attached drawing.

LENGTH- Length should be the min required based on the max length required by the loading Configuration of the car

BOTTOM End Units 20FT TO 48FT Containers

Intermediate Units 40FT TO 48FT

TOP - 40FT TO 48 FT Container

WIDTH - To handle 96" OR 102" wide containers in all wells.

CURVE DATA

Comply with Manual of Standards Section C PART II Chapter 2 Section 2.1

WEIGHT

MINIMUM LOAD LIMIT/UNIT-121,000LBS

TRUCKS "A" & "B"

BOLSTER- AAR approved 70 TON DESIGN , 6" X 11" GRADE C CAST STEEL TO GRADE B SECTION , 16 inch bowl

Center plate bowl will be machined for application of a vertical liner applied by truck manufacturer and furnished with a horizontal liner friction shoes with resilient pads (SLOPEGARD - ELASTOWEDGE). RSB will be applied

SIDEFAME

AAR approved 70-TON DESIGN , 6" X 11", GRADE B CAST STEEL Holland Brake Beam Wear Guides will be applied.

SPRINGS

AAR STANDARD 3 11/16" TRAVEL D5

WHEELS

AAR APPROVED 33" GRADE C ONE WEAR

AXLE

"A", "B" TRUCK - AAR APPROVED 6" X 11"

ROLLER BEARING

"A", "B" TRUCK - AAR APPROVED 6" X 11" ,NFL

TRUCKS "C", "D", "E", " F"
BOLSTER

AAR APPROVED 125-TON ,7" X 12", RIDE CONTROL GRADE C 16" Bowl
Center plate bowl will be machined for application of a vertical liner
applied by truck manufacturer and furnished with a horizontal liner
friction shoes with resilient pads (SLOPEGARD - ELASTOWEDGE).
RSB will be applied

SIDEFRAME

AAR APPROVED 125-TON DESIGN 7" X 12", GRADE C CAST STEEL
Holland Brake Beam Wear Guides will be applied .
V.I.P. PAD or equivalent

SPRINGS

AAR STANDARD 3 11/16" TRAVEL D5

WHEELS

INTERMEDIATE TRUCK- AAR APPROVED 38" GRADE C ONE WEAR

AXLE

INTERMEDIATE TRUCK-AAR APPROVED 7" X 12"

ROLLER BEARING

INTERMEDIATE - AAR APPROVED 7" X 12" NFL

BRAKES

BRAKE SYSTEM to produce a force meeting latest AAR requirements. Empty/Load brake valve
will be applied. The net braking ratio with 50 psi brake cylinder pressure shall be 8.5% to 10%
when loaded and is not to exceed 30% when empty based on static vertical reaction at each
truck.

HAND BRAKE- 2ea AAR Approved with specific type providing forces as required by the
dynamometer brake shoe test which shall not be less than 11% of the gross rail load
Distributing braking forces to each truck based on the allowable gross rail load for trucks involved.

COUPLERS

AAR APPROVED TYPE SBE60DC COUPLER with Bottom Shelf

ARTICULATED CONNECTOR

ASF 16 " 125 TON

DRAFT GEAR

AAR APPROVED M-901-G

PAINT

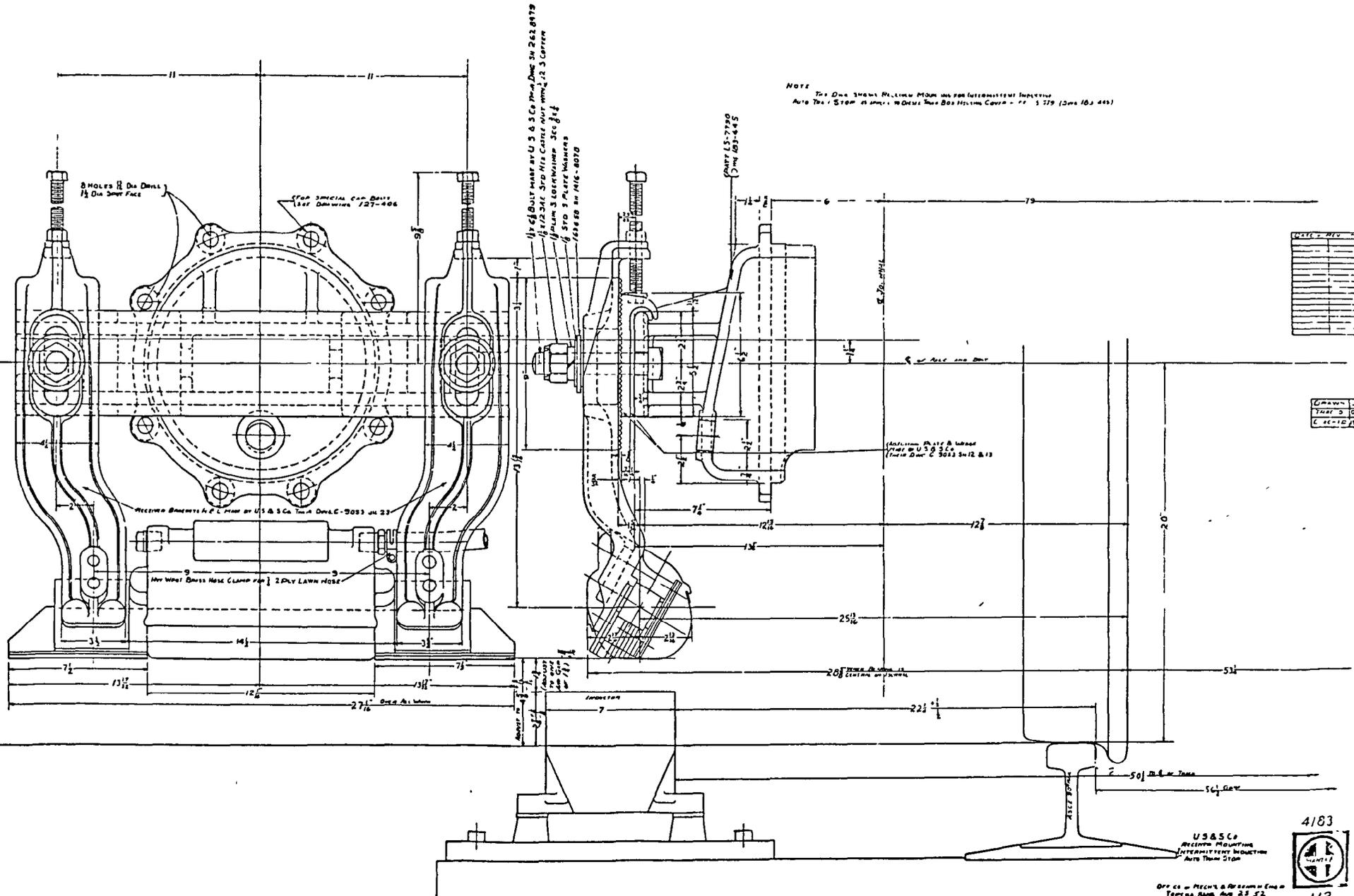
High Solid - Indian Red SP-3-59-SF (Coppers Company) is to be used with white stenciling. Section XVII (Painting & Lettering) of the General Car Specification will apply. Cars will meet minimum ATR clearance requirement for Santa Fe's ATS Inductors as shown in attached Drawing .

SAFETY APPLIANCES

All safety appliances are to be in accordance with FRA Safety Appliance Standards. If the car or arrangement is of a type not specifically covered in the Code of Federal Regulations, PART 231, the equipment builder shall furnish Santa Fe a copy of approval letter for the equipment's safety appliance arrangement from the DOT, prior to the sample car inspection.

GENERAL CAR SPECIFICATION

Santa Fe's "GENERAL CAR SPECIFICATION" dated 1-31-89 is made a part hereof.



NOTE
 THE DRAWING SHOWS RECEIVER MOUNTING FOR INTERMITTENT INDUCTOR
 AUTO TRON STOP IN PLACE. W/OUT TRON BOX INSTALLING COVER - 77-529 (June 18, 45)

1/2" 6" BOLT MARK BY U.S. & S Co. FROM DRAWING 262-8979
 1/2" 12.5" 3" STD. AIR CASTLE NUT WITH 12.5 CAPSCREW
 1/2" 12.5" 3" LOCATOR NUT SEC 8-1/2
 1/2" STD. 3" PLATE WASHER
 1/2" 12.5" 3" PLATE WASHER

PART LS-7750
 (See 493-445)

ADJUSTING PLATE & WASH
 FROM US & S Co.
 TRIN DIV. C-3033 JUN 23 & 13

DATE	BY	CHKD

DRAWN: [blank]
 TRACED: [blank]
 CHECKED: [blank]

US & S Co.
 RECEIVING MOUNTING
 INTERMITTENT INDUCTOR
 AUTO TRON STOP



THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
Manager Mechanical Systems

GENERAL CAR SPECIFICATION

Revision	L	M	N	O	P	Q	R
Date	7-27-79	3-4-80	8-26-80	7-11-81	1-29-86	3-17-88	1-31-89
Issued By	GPB	GPB	GPB	GPB	GPB	DWM	DWM

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I. GENERAL DESCRIPTION

The following description of construction is presented for the purpose of securing bids and as a general guide for construction of Santa Fe cars. Actual construction of the cars is to be governed by information shown on arrangement and detail drawings to be submitted by carbuilder and specialty manufacturers to Manager Mechanical Systems for design approval; said approval to be in writing and to be secured prior to beginning of construction. Drawings sent for approval shall be received by Santa Fe's Manager Mechanical Systems at least thirty days prior to construction of the equipment. Carbuilder will be responsible for specialty suppliers submitting their respective drawings for Santa Fe's approval.

A prospective contractor offering any deviation from this specification, due to a specialized design or exclusive feature, must submit drawings and specifications of his design feature with bid, showing that such deviation is equivalent or better than AAR Standard and Recommendations; and meets Department of Transportation requirements.

In addition to meeting various regulations and recommended practices each car design submitted will be evaluated for aerodynamic considerations. All things being equal those designs incorporating features intended to reduce fuel consumption will be favored.

Details, tolerances and arrangements not shown on drawings or referred to in this specification are to be in accordance with AAR Standards and Recommended Practices and Department of Transportation Safety Appliance Standards.

Each carbuilder submitting bid shall furnish with his bid a general arrangement drawing and specification covering design and construction, containing sufficient information to clearly describe what is proposed. The bid material will include a stress summary showing stresses in all principal members of the car, also center of gravity of (a) empty car including trucks; (b) for covered hoppers, the center of gravity when loaded to bottom of hatch frames with load limit load, or (c) for open hoppers, the center of gravity loaded to 10" average heap with load limit load.

Unless specifically exempted, covered hoppers will have interior coating applied. This coating to be selected from list of Santa Fe approved coatings, copy attached hereto, and applied strictly according to coating specification. See Section XVII of Appendix A.

Also, covered hopper roofs will be coated to prevent or retard possible corrosion. Coating system is to be selected from list of Santa Fe approved materials.

The entire car structure is to be designed and stresses calculated in accordance with AAR Specifications for Design, Fabrication and Construction of Freight Cars, latest revision, unless heavier or stronger construction specifically required herein. AAR design criteria to be considered minimum design criteria acceptable.

GENERAL DESCRIPTION (Cont'd)

II. CURVE NEGOTIATION

Unless specifically exempted, the entire car structure (including brake rigging and under solid spring conditions) to be designed for satisfactory negotiation of curves as specified in AAR Specification for Design, Fabrication and Construction of Freight Cars, latest revision.

III. PATENTED DEVICES

It is understood that the car builder is to protect the Railway Company from claim for all patented devices used in the Construction of these cars, except such specialties as are furnished by the Railway Company, which are protected by the manufacturers of same.

IV. CHANGE ORDERS

No deviation from these specifications or approved drawings will be allowed except by written authority from the Manager Mechanical Systems. If said deviation will result in a change from the previous mutually agreed contract price, the amount of the price change shall be clearly indicated when approval for said change is requested.

V. INSPECTION

Inspection and acceptance of cars to be at manufacturing plant by Santa Fe representative during all working hours in any part of the plant where the work is being done. It must be understood that if after cars are delivered and/or placed in service, experience develops that inferior material and/or poor workmanship and/or poor practice prior to delivery to be the causes of any unsatisfactory material or condition, any inspection or acceptance by the Santa Fe Representative will not in any way relieve the builder or manufacturer of his responsibilities.

Carbuilder will give the Manager Mechanical Systems 30-days prior notice when the work of building the cars will commence in order to allow the Santa Fe inspectors to be present for inspection of sub-assemblies before application to the cars.

Carbuilder will select sample car from first day's production of Santa Fe order and will notify Manager Mechanical Systems ten days prior to date of inspection. Also, carbuilder to advise at this time specialty representatives that will be present at sample car inspection.

INSPECTION (Cont'd)

Any corrections determined to be necessary at the sample car inspection will be made to all cars regardless of their state of construction.

After the sample car has been accepted by Manager Mechanical Systems or his representative, it will remain at the car builder's shop for reference between the builder and the inspectors and may be released only by authority of the Manager Mechanical Systems or his representative.

All closed cars are to be water tested on the roofs, sides, ends and doors with a water hose or approved pressure spray method to see that all of these parts are watertight. Water test to be witnessed by Santa Fe resident inspector.

On sliding sill cars, a minimum of one out of every fifty production cars will be impact tested to insure that cushion unit, sliding sill, and associated wear plates are not binding and are operating properly. This test to be witnessed by Santa Fe's resident inspector, results to be included in sample car meeting minutes.

"Golden Shoe" or similar AAR approved test to be conducted on appropriate number of cars so as to verify proper braking rations. Test will be run on a car prior to sample car inspection and will be witnessed by Santa Fe resident inspector. Results will be included in sample car minutes.

Prior to sample car date, a production car will be curve tested to the extreme curve negotiability of car to insure that no interference exists. This curve test to be witnessed by Santa Fe's resident inspector.

VI. WORKMANSHIP AND MATERIAL

All workmanship to be first-class in every respect. All material used in the construction of cars will be subject to inspection and test by the Santa Fe representative at the carbuilder's plant, and must conform to AAR material specifications.

Open top hoppers, gondolas and other similar cars where lading will normally come in contact with side sheets, slope sheets, etc., shall have these components manufactured from ASTM Designation A-242 or equivalent corrosion resistant steel. All sheets 1/4" thick or less, on all cars, shall be of 0.2% copper bearing steel.

Structural steel pressings and forgings to be to full dimensions specified as shown on drawings.

VII. RIVETING

Rivets to meet ASTM Designation A-502 and A-31, latest revision. Rivets must meet requirements outlined in AAR Manual for Design, Fabrication and Construction of Freight Cars, Section 5.1.9.

Loose, burned or otherwise defective rivets will be replaced. In removing these rivets, care will be taken not to injure the adjacent metal. If necessary, they shall be drilled out.

Two-piece high strength fasteners of the style known as "Huck Bolts" or similar manufacture, will be permitted in place of hot-driven rivets of equal size, up to and including 7/8" diameter. If used in handholds with break-off ends exposed, the rough broken edges will be ground smooth. Hole preparation and length of fastener to be used are to be strictly in accordance with the published recommendations of the two-piece fastener manufacturer. Out-of-grip fasteners will not be acceptable.

VIII. WELDING

Welding must meet requirements outlined in AAR Manual for Design, Fabrication and Construction of Freight Cars, Section 5.1.10. All welds to be approved by carbuilder's inspectors before inspection by Santa Fe representative.

During the construction of the cars the Santa Fe representative at his discretion may request to see the car builder's record of welder performance qualification for any welder responsible for consistently poor quality welds. Until this documentation is furnished for the positions in which the welder is working, the welder will not be permitted to weld on Santa Fe cars.

IV. TRACK SCALE AND WEIGHING OF CARS

Each new car must be weighed and stencilled in accordance with AAR Interchange Rule 70. If carbuilder uses other than his own facilities, arrangements and cost for such use will be the carbuilders responsibility.

Unless specifically exempted, the weight of one complete truck including brake beams, levers, etc., will be required for each group of cars.

X. PHOTOGRAPHS

Carbuilder will furnish Santa Fe's Manager Mechanical Systems six prints each of the following photographs: Outside view of both right and left side showing all stencils, outside view of both "A" and "B" ends, inside view of interior arrangement, views showing top and bottom of underframe alone, and a view of one truck alone. In addition, if applicable, views of the roof, close-up views of hatch covers, close-up views of outlets and close-up views of any lading restraining devices. Photographs must be color, 8" high x 10-1/2" long. They are to be furnished on or before completion of cars.

X. PHOTOGRAPHS (Cont'd)

The photographs will be taken of the sample car immediately after all necessary corrections are made and furnished to Manager Mechanical Systems within 30 days.

XI. DRAWINGS AND BILLS OF MATERIAL

For maintenance and record purposes, carbuilder will furnish Manager Mechanical Systems, one print each of all approved arrangement and detail drawings prior to delivery of cars.

All carbuilder and vendor drawings, lists and bills of material are to be furnished in one 35mm silver halide master deck mounted in aperture cards and one complete slave deck bearing drawing information furnished jointly by the carbuilder and Santa Fe, in accordance with Santa Fe Specification 2916. Manager Mechanical Systems will furnish copy of Specification 2916 if requested by carbuilder. In addition to microfilm, carbuilder must furnish 9-track, 1600 B.P.I. magnetic tape containing all drawings in a format compatible with "CADAM" release 21 computer aided drafting software.

All microfilm and specialty information to be furnished to Manager Mechanical Systems within 60 calendar days after completion of car order.

XII. SAFETY APPLIANCES

Dimensions, methods of application and clearance requirements on all safety appliances including handbrake are to be in accordance with the limits and requirements of the Department of Transportation (DOT) as per the Code of Federal Regulations (CFR), Part 231, as amended. If the car or arrangement is of a type not specifically covered in the CFR, the equipment builder shall furnish Santa Fe a copy of approval letter for the equipment's safety appliance arrangement from the DOT, prior to sample car inspection.

Unless otherwise specified, uncoupling levers will be per the following:

- 1) Cars equipped with standard draft gear arrangement and short E60-, E67-, or F70-couplers will use Triax's R-54 or R-56 lever (as appropriate to car's width) or Holland's Unirod.
- 2) All high-cube 86-ft. auto parts cars use Triax's Style #4JB lever or Holland, Stanrail, or Garbe equivalent.
- 3) For all cushion cars (except 86-ft. auto parts high-cube and 89-ft. flat cars) use Triax's lever Style #5 or Holland, Stanrail, or Garbe equivalent.
- 4) For all 89-ft. flat cars equipped with standard draft gear or E.O.C. cushioning and "E" or "F" couplers use Triax's Style #4C lever or Holland, Stanrail, or Garbe equivalent.

XIII. UNDERFRAME

Unless otherwise specified, the underframe will include the following features:

Centersills and body bolsters shall be constructed of ASTM Designation A-441 steel. Other steels of similar chemistry and strength may be used only with written consent of Manager Mechanical Systems.

Fixed sills to be provided with reinforced openings for access to trainline pipe anchors.

Side bearing wedges shall be one piece forgings or rolled shapes. Bearing face hardness shall be 277 BHN minimum.

Draft keys to be of ASTM A-576 or equivalent quenched and tempered to 241-311 BHN and are to meet AAR Specification. Draft keys must be equipped with a steel washer and "T" type retainer. "U" type retainers are not acceptable.

Draft lugs and stops are to be of one piece design, either cast or forged. Fabricated draft lugs and stops are not acceptable.

Draft gear, on cars so equipped, will conform to AAR Specification M-901-E and will be selected from Santa Fe approved gears: Cardwell Westinghouse Mark R-500, National Castings NC-440, Miner SL-76, or Dresser Transportation Equipment Waugh Type 735. All rubber draft gears will not be permitted on cross-hopper cars. Cars equipped with sliding sill cushion units will be equipped with Dresser Transportation Waughmat cushion buff units.

Hardened wear plates shall be provided on the end sliding sill guides and on the end sill carriers of all sliding sill under frame cars. Bottom wear plates shall also be provided on the sliding sill through the bolster area and shall not be considered in determining any stress calculations.

Weld penetration on the sliding sill z sections will be to AAR requirements or better. Penetration will be 100% from striker to two feet beyond the face of the rear draft stops and also for a six foot length at the cushion unit stop area.

Cars equipped with sliding sill cushion units shall have sufficient crossties or other type safety carriers to insure that any failure of cushion unit supports will not result in the cushion unit falling from the sliding sill.

All cars using E type couplers will be equipped with bottom shelf. Cars using SBE-60 or SBE-67 type couplers will have coupler carrier wear plates of manganese steel per AAR Plate 215. Cars using SBE-68 or SBE-69 type couplers will have coupler carrier wear plates of manganese steel designed similar to AAR Plate 545A or Plate 558.

UNDERFRAME (Cont'd)

Covered or open hopper cars having large horizontal shear plate area shall have such areas adequately drained to prevent retaining moisture. Bracing, brackets, etc., in open areas at ends of car will be designed to eliminate pockets where spilled lading or other debris may accumulate and remain.

Body centerplates to be cast of Grade "B" material, and flame hardened 1/8" deep to 325 BHN minimum. On rigid underframe car the centerplate will be Dresser "Low-Profile". Centerplates on sliding sill cars will be Dresser wing type with vertical member secured to the stationary center sill. For 100-ton cars bowl will be 15-3/4" Dia. x 2-1/4" deep, and for 70-ton cars bowl will be 13-3/4" Dia. by 1-5/8" deep. Bottom wear surface to have machined or cast relief at sides to prevent point contact when car rocks. Body centerplate flatness and finish to be in accordance with AAR requirements.

XIV. TRUCKS

Unless otherwise specified, all 100-ton trucks (6-1/2 x 12 journals) will be Barber S-2 with 3-11/16" spring travel. Trucks will be equipped with double side coils with bolsters arranged for bottom rod through. Trucks may be equipped with hydraulic stabilizers as specified elsewhere on this specification.

All 100-ton bolsters will be cast in grade "C" steel to grade "B" sections. Centerplate bowl will be 16" diameter by 1-3/4" deep having drop-in horizontal wear liner and a vertical wear ring applied by J-groove automatic welding. The friction snubber pocket will be provided with replaceable hardened steel wear plate.

Unless otherwise specified, trucks other than 100-ton (6-1/2 x 12 journals) may be of other proprietary designs and are not limited to the Barber S-2 snubbing device.

Side frames to be combination type, of grade "B" steel, with column wear plates applied by 3/4" fasteners and two-point welding. Side frames to be arranged for and equipped with: 1.) roller bearing retainer keys secured with ASTM A-325 bolts or equivalent fastener, 2.) Transdyne pedestal roof wear liners.

Bolsters and side frames will bear applicable AAR code number cast integral. If no code is applicable a Santa Fe pattern number will be assigned to be cast integral.

All truck springs to be alloy steel.

Wheels are to be one-wear, class "C".

XV. WHEEL MOUNTING

Wheels and axles are to be finished, marked and mounted in accordance with AAR Recommended Practice. In addition, wheel mounting may be witnessed by AT&SF Representative. One copy of wheel mounting press tapes is to be furnished to Manager Mechanical Systems for record.

XVI. BRAKE RIGGING

All rods and jaws must conform to A.A.R. Standards when not otherwise specified. Brake rod jaws to be applied by forge welding, electric butt-welding or fillet welding using those jaws designed for this method.

All body brake pins (including brake regulator and handbrake pins) to have "Locktite" cotters. All brake pins to have ground finish and be case-hardened to 400 BHN minimum hardness.

Lever ratio to provide brake power to meet latest AAR Requirements.

Truck mounted brakes will be equipped with A.A.R. H-2, 1-1/2" thick composition brake shoes. 1-1/4" thick brake shoes are not acceptable.

Single car test in accordance with AAR Code of Tests to be performed on each production car.

All air brake pipes must be blown out with steam or compressed air, after being bent and stress relieved and to be tested with not less than 90-lbs. air pressure after being applied. All ends of air brake pipes and nipples to be reamed after being cut to length. Brake pipe restriction test to be conducted on all cars per AAR Specification 2518, latest revision.

All fittings in brake piping shall be socket welded type, except fittings at ends of car to be threaded or compression type to accommodate nipple. Where pipe passes through underframe members, split-flange welded fittings are to be used to reduce size of holes required.

Levers, rods and pins must be calculated for cylinder pressure and stresses within prescribed limits of latest AAR requirements.

All brake rod guides to be of closed loop type. Open "J" type or similar open loop designs are not acceptable.

Cast metal brake badge plate showing lever drillings, rod lengths, and Santa Fe car class shall be attached to car in appropriate location.

Brake regulator to be latest model SAB, Sloan, Universal, or Ellcon-National; double jaw interchangeable, double acting type with installation to be approved by regulator manufacturer. Regulator is to be protected from paint while car is being painted.

BRAKE RIGGING (Cont'd)

Handbrakes to be latest model Ajax, Universal, Holland or Klasing; with installation to be approved by handbrake manufacturer. Handbrakes to be equipped with short style quick release lever.

Air brake material received from the manufacturer must be housed so that it will be protected from weather prior to installation on car.

Trainline air hose will not be acceptable if more than six months old according to the date indicated on the hose. The trainline hose assembly will be dual loc wide lipped fittings secured with ferrule type clamps (P/N WAB 987101, or NYAB N-9955).

Trainline air hose support will be flexible type instead of chain.

XVII. PAINTING & LETTERING

Painting and lettering will conform to following requirements unless specifically directed otherwise:

All paints are to be selected from Santa Fe approved list, copy attached hereto. Any deviation from the approved paint list must be approved in writing by Santa Fe's Director, Technical Research and Development.

Sample of each paint batch must be submitted by paint manufacturer for test and approval to:

Mr. C. R. Kaelin, Director
Technical Research and Development
Attn: Asst. Mgr. - Lab. Services - Chemical
1001 N.E. Atchison Street
Topeka, Kansas 66616

Shipment of paints is not recommended until released by letter of approval to the manufacturer. Also, not less than two weeks before paint is required for use, carbuilder must furnish Mr. Kaelin batch samples of all paints to be used on cars, addressed as above.

All paints must be applied in the consistency received from the manufacturer; thinners are not required and will not be permitted. All paints must be thoroughly stirred in the original containers, each to be opened only as required for immediate use to prevent evaporation.

To prepare cars for painting, all exterior surfaces to be sand or shot blasted to "commercial" quality. Interior surfaces, underframe and underside of roof to be cleaned of all grease spots and dirt; to be blasted where required to remove mill scale, weld scale and rust. Brake regulator, badge plate, retainer valve, hydraulic snubbers and handbrake interior mechanism must be protected from blast and are not to be painted by carbuilder.

PAINTING & LETTERING (Cont'd)

Unless otherwise specified, paint will be applied to build-up a minimum dry film thickness of four mils.

Exterior of galvanized roof sheets, running boards and brake steps will not be painted.

Covered hoppers are to have an approved lining system applied, with the base coat a maximum of 3 mils DFT, and the total lining (base plus top coat) an average 7 mils DFT with minimum DFT of 5 mils acceptable. The base coat (epoxy) may be applied in one coat; however, the top coat (urethane), to obtain average 7 mils DFT (base coat 3 mils and top coat 4 mils) must be applied in not less than two coats and within a time frame of no more than 24 hours in order to assure proper adhesion. Streaks or runs in either the base coat or finished surface will not be acceptable.

Exterior of covered hopper cars will be coated to prevent and/or retard excessive corrosion with special emphasis on the roof exterior. Either of the following options will be acceptable:

- (A) Roof of cars to be coated with Santa Fe approved exterior roof coating system (primer and top coat from same manufacturer) 2 mils each DFT for total 4 mils dry.

Note: Approximately 5 gallons primer and 5 gallons top coat required per roof. Remainder of car exterior to be coated with Santa Fe approved DTM product to 4 mils DFT, or

- (B) Entire exterior may be coated with same approved Santa Fe coating system (primer and top coat) as specified for roofs in (A), with mil build the same - 4 mils DFT.

Carbuilder will furnish a stencil arrangement drawing including all AAR and FRA stenciling requirements to Manager Mechanical Systems for approval. All letters and figures 4" and larger are to be of Santa Fe design with wire marks removed, smaller characters may be die cut block type. Side sill reflectors made of silver-white scotchlite, high tack, high intensity grade reflective sheeting (3M Part No. 5870) having edges sealed with 3M Company sealing solution #840 will be applied to car sides as specified in the stencil drawing.

Reporting marks and numbers located on sides of car will be 9" high block style letters.

On sliding sill cars, a vertical white marker line, indicating sliding sill is centered, will be painted on the sliding sill. The top exposed surface of the sliding sill will have red anti-skid coating applied. Additionally, the wording "KEEP OFF" will be stenciled in white 2" high letters on both sides of the sliding sill.

PAINTING & LETTERING (Cont'd)

Unless otherwise noted, box cars will have ends and underframes painted the same color as the remainder of the car. Car ends and underframes no longer need to be painted black.

Truck will receive one light coat of direct-to-metal paint of color specified in the stencil arrangement drawing. Wheels and axles are not to be painted.

XVIII. UNDERFRAME IDENTIFICATION

Carbuilder will steel stamp each car underframe, in characters at least 3/4-inch high, with an identifying number and will furnish Manager Mechanical Systems a list showing identifying number and corresponding car number. All cars of a given group or lot will have the identification number stamped in the same relative position, preferably the BR quadrant of the underframe.

APPENDIX A

Santa Fe Approved Paints and Coatings

List Furnished by

Technical Research and Development Department

SANTA FE APPROVED COATINGS

FREIGHT EQUIPMENT

EXTERIOR AND INTERIOR

EXTERIOR COATINGS

I. EXTERIOR - DTM BLACK (Maximum 3.5 Pounds Per Gallon VOC)

<u>Company</u>	<u>Formula Number</u>
Du Pont Company	918-H-9070

II. EXTERIOR - DTM MINERAL BROWN (Maximum 3.5 Pounds Per Gallon VOC)

<u>Company</u>	<u>Formula Number</u>
(1) DuPont Company	909-68462
(2) Koppers Company	SP-4-132 (I082)

III. EXTERIOR - DTM WHITE (Maximum 3.5 Pounds Per Gallon VOC)

<u>Company</u>	<u>Formula Number</u>
Williams-Hayward Company	78-5839

IV. EXTERIOR - DTM YELLOW (Special - Used on Ends of Unit Train Coal Cars -
NOT 3.5 Pounds Per Gallon VOC)

<u>Company</u>	<u>Formula Number</u>
(1) PPG Industries	99263
(2) Sherwin-Williams Company	Exp. CA-27032

V. EXTERIOR - SPECIAL - ROOFS OF COVERED HOPPER CARS (Waterborne - Contains Only a Trace of VOC)

<u>Company</u>	<u>Formula Number</u>
PSM Supply Texas Refinery	RFS-1000-M SPEC-BIIA

VI. EXTERIOR AND/OR INTERIOR METAL PRIMER - Listed as Information Only. Contains High Percentage Toxic Lead Chromate and is NOT Recommended Without Special Approval.

<u>Company</u>	<u>Formula Number</u>
"Each paint tested first before approval is to be granted."	N/A

VII. EXTERIOR METAL PRIMER (Lead and Chromium-Free and Maximum VOC 3.5 Pounds Per Gallon)

<u>Company</u>	<u>Formula Number</u>
(1) Williams-Hayward Company	28-5992
(2) Kopper's Company, Inc.	622

Special Note

All approved exterior coatings are intended for DTM (Direct-To-Metal) application, containing corrosion inhibiting pigment. Therefore, special primer is not necessary assuming surface metal prepared to Specification SSPC No. 6, or better, commercial blast.

Should circumstances dictate the use of a primer, special approval will be required. In most instances, both primer and finish coat must be supplied as a system from the same manufacturer.

VIII. EXTERIOR - RED ACRYLIC LACQUER AND ACRYLIC LACQUER PRIMER FOR CABOSES
(Contains Lead and/or Chromium)

<u>Company</u>	<u>Formula Number</u>
Du Pont Company	939-Y-67436 881-Y-023 (Primer)

IX. STENCIL PAINT (WHITE)

<u>Company</u>	<u>Formula Number</u>
(1) Du Pont Company	28-8200
(2) Sherwin-Williams Company	F-43-W-C12
(3) Rust-Oleum Corporation	R-21-9503

X. STENCIL PAINT (BLACK)

<u>Company</u>	<u>Formula Number</u>
(1) Du Pont Company	28-5181
(2) Sherwin-Williams Company	F-43-BC-3
(3) Cook Paint & Varnish Company	865-B-521

XI. STENCIL PAINT (YELLOW)

<u>Company</u>	<u>Formula Number</u>
(1) DuPont Company	183-1226
(2) Porters Paint Company	33985

FREIGHT EQUIPMENT

INTERIOR COATINGS

XII. INTERIOR COATING FOR BOXCARS IN FOOD SERVICE (WHITE EPOXY ONLY)

<u>Company</u>	<u>Formula Number</u>
Du Pont Company	4 Parts 925-Y-8600 Plus 1 Part VG-Y-8499 Activator

XIII. PRIMER, INTERIOR STEEL - SPECIAL (FDA OK) - (NON-FOOD SERVICE CARS)
For Use As System With Tan Interior Finishes Shown In Section XVIII.

<u>Company</u>	<u>Formula Number</u>
Mortell Company	1630

XIV. INTERIOR (STEEL OR WOOD) - TAN FINISH (FDA OK) - (NON-FOOD SERVICE CARS)
See Section XVII Above.

<u>Company</u>	<u>Formula Number</u>
(1) Mortell Company	2000
(2) Frost Paint & Oil Corporation	LX-5189-A

XV. FINISH FOR WOOD FLOORING - Single Component, Moisture Curing Polyurethane
Varnish (Clear) - 40 Percent TVS (Total Volume Solids)

<u>Company</u>	<u>Formula Number</u>
Du Pont Company	RK-890

XVI. INTERIOR CONDENSATION CONTROL COATING (CEILING) - FDA OK

<u>Company</u>	<u>Formula Number</u>
Dyco Associates, Inc.	"Aqua-Dry"

NOTE: SPECIAL PRIMER (DU PONT'S NO. 227-S PHOSPHORIC ACID CONVERSION COATING) IS REQUIRED ON GALVANIZED SURFACES.

XVII. NON-SKID COATING - AUTOVEYORS, NAILABLE STEEL FLOORS, ETC.
(Lead and Asbestos-Free and Maximum VOC 3.5 Pounds Per Gallon)

<u>Company</u>	<u>Formula Number</u>
(1) Frost Paint & Oil Company	LX-6155 (White) or LX-6167 (Black) or LX-6173 (Tan)
(2) Mortell Company	3009 (White, Black, or Tan) 3052 (Gray)

NOTE: MAY BE USED WITH NO. 3011 GROOVE FILLER.

XVIII. INTERIOR COVERED HOPPER CAR LINER SYSTEM
(FDA OK and Meets Federal Guidelines For VOC Regulations)

Du Pont Company's Hi-Solids, Epoxy-Urethane (Catalyzed) Liner System

Primer

- a. Epoxy Base Coat (Blue), Formula No. 825-Y-8601
- b. Activator For Above, Formula No. VG-Y-8499
Note: Mix Ratio is 4 Parts Base to 1 Part Activator
- c. Thinners For Above, Formula Y-3608 (at Temperatures 50-75° F)
or Formula T-Y-3871 (at Temperatures 75-100° F)
(Use Minimum Thinner Necessary)

Top Coat

- a. Urethane Top Coat (Clear), Formula No. RK-814
- b. Activator For Urethane, Formula No. VM-8195
Note: Mix 4 Parts RK-814 With 1 Part VM-8195 Activator
- c. Thinner For Urethane, T-8844 (Use Minimum Thinner Necessary)

Exhibit D

Opinion letter
of Counsel
to The Atchison, Topeka and
Santa Fe Railway Company

Westinghouse Credit Corporation
One Oxford Centre
Pittsburgh, PA 15219

Dear Sirs:

As counsel for The Atchison, Topeka, and Santa Fe Railway Company ("Lessee"), I have examined and am familiar with that certain Master Lease dated as of _____, between Westinghouse Credit Corporation ("Lessor"), a Delaware corporation, and Lessee covering the lease of certain items of railroad equipment described in the Schedule No. 1 thereto, (said agreement being hereinafter referred to as the "Lease"). The Lease and Schedule No. 1 inclusive, were executed as of the dates thereof.

I have also examined and am familiar with the Articles of Incorporation, Bylaws, and such other corporate documents and records of the Lessee as I have deemed necessary or appropriate for the purpose of rendering this opinion.

Based on the foregoing, I am of the opinion that:

1. The Lessee is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and, in so far as is material to the Lessor's rights and the Lessee's obligations under the Lease, including without limitation, Schedule No. 1, the Lessee has the corporate power and authority, 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 the Lease and the Schedules thereto, including without limitation, Schedule No. 1.
2. The entering into and performance of the Lease and the Schedule No. 1 thereto, by the Lessee has been duly authorized by all necessary corporate authority and will not violate any judgment, order, law or regulation

applicable to the Lessee or result in any breach of, or constitute a default under, any agreement of the Lessee.

3. The entering into and performance of the Lease by the Lessee will not result in the creation of any lien, charge or security interest in the Lease pursuant to any instrument to which the Lessee is a party or by which it or its assets may be bound other than arising from Lessee's leasehold interest in the Cars under existing General and Adjustment Mortgages of 1895.
4. There is no action or proceeding pending or threatened against the 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 the Lessee such that the Lessee's ability to perform its obligations under the Lease would be materially and adversely affected except as disclosed in Lessee's Reports to the SEC on Form 10-K for the year ended December 31, 1988 and Form 10-q for the quarter ended March 31, 1989.

Very truly yours,

07LT32/56
72189-1130

Exhibit E

CERTIFICATION OF RESOLUTIONS OF
THE BOARD OF DIRECTORS AUTHORIZING THE
LEASE OF CARS

I hereby certify that I am the duly elected, qualified and presently serving _____ of The Atchison, Topeka and Santa Fe Railway Company, a corporation. I further certify that as such, I am authorized to execute this Certification and that the attached Resolution is a true and correct copy of said Resolution duly adopted by the Corporation by all necessary action and issued on the ____ day of _____, _____ and such Resolution is now in full force and effect, unaltered, unamended, and unrepealed.

IN WITNESS WHEREOF, I have subscribed my name and have caused the seal of the Company to be hereto affixed this ____ day of _____, 19____.

Name:

Title:

(Corporate Seal)

0758/L

Annex 1

SETTLEMENT DATE	STIP. LOSS AMOUNT
30 AUG 1989	100.325132979
30 SEP 1989	100.61904355
30 OCT 1989	100.921074975
30 NOV 1989	100.969334775
30 DEC 1989	101.09407774
30 JAN 1990	101.32339027
30 FEB 1990	101.5492672
30 MAR 1990	101.77167852
30 APR 1990	101.98454488
30 MAY 1990	102.18101655
30 JUN 1990	102.37376574
30 JUL 1990	102.54934451
30 AUG 1990	102.72222354
30 SEP 1990	102.89056877
30 OCT 1990	103.04213039
30 NOV 1990	103.18957723
30 DEC 1990	103.33287334
30 JAN 1991	103.45916704
30 FEB 1991	103.58112522
30 MAR 1991	103.69871002
30 APR 1991	103.80618749
30 MAY 1991	103.90419008
30 JUN 1991	103.99761003
30 JUL 1991	104.08143229
30 AUG 1991	104.16054804
30 SEP 1991	104.23491616
30 OCT 1991	104.29952017
30 NOV 1991	104.35924979
30 DEC 1991	104.41406242
30 JAN 1992	104.45894013
30 FEB 1992	104.49877112
30 MAR 1992	104.53351131
30 APR 1992	104.56090512
30 MAY 1992	104.58372479
30 JUN 1992	104.60130505
30 JUL 1992	104.61422545
30 AUG 1992	104.62181997
30 SEP 1992	104.62404209
30 OCT 1992	104.62147019
30 NOV 1992	104.61343707
30 DEC 1992	104.59989504
30 JAN 1993	104.58142128
30 FEB 1993	104.55734739
30 MAR 1993	104.52762447
30 APR 1993	104.49248108
30 MAY 1993	104.45621747
30 JUN 1993	104.41419834
30 JUL 1993	104.37099894
30 AUG 1993	104.32198343

30 SEP 1993	104.267101
30 OCT 1993	104.21092593
30 NOV 1993	104.1488214
30 DEC 1993	104.06073562
30 JAN 1994	104.01124187
30 FEB 1994	103.9257023
30 MAR 1994	103.85406413
30 APR 1994	103.76832985
30 MAY 1994	103.68103343
30 JUN 1994	103.58753569
30 JUL 1994	103.49240799
30 AUG 1994	103.39101056
30 SEP 1994	103.28328884
30 OCT 1994	103.1738125
30 NOV 1994	103.0579413
30 DEC 1994	102.93561916
30 JAN 1995	102.81141527
30 FEB 1995	102.68068766
30 MAR 1995	102.54337934
30 APR 1995	102.40148861
30 MAY 1995	102.25754519
30 JUN 1995	102.10690562
30 JUL 1995	101.95413692
30 AUG 1995	101.79458498
30 SEP 1995	101.62822062
30 OCT 1995	101.45957969
30 NOV 1995	101.28402687
30 DEC 1995	101.10150177
30 JAN 1996	100.91656901
30 FEB 1996	100.72458204
30 MAR 1996	100.52547923
30 APR 1996	100.32125422
30 MAY 1996	100.11943228
30 JUN 1996	99.91040856
30 JUL 1996	99.703746
30 AUG 1996	99.4898394
30 SEP 1996	99.26862549
30 OCT 1996	99.04966623
30 NOV 1996	98.82335552
30 DEC 1996	98.58962914
30 JAN 1997	98.35804812
30 FEB 1997	98.11900538
30 MAR 1997	97.87243576
30 APR 1997	97.62255163
30 MAY 1997	97.37967198
30 JUN 1997	97.12923192
30 JUL 1997	96.88579143
30 AUG 1997	96.63478575
30 SEP 1997	96.37614851
30 OCT 1997	96.1244395
30 NOV 1997	95.85509285
30 DEC 1997	95.59604195
30 JAN 1998	95.33784556
30 FEB 1998	95.06993751
30 MAR 1998	94.79425041
30 APR 1998	94.51721679

30 MAY 1998	84.24595049
30 JUN 1998	83.96828455
30 JUL 1998	83.6975769
30 AUG 1998	83.41846062
30 SEP 1998	83.13146719
30 OCT 1998	82.85115417
30 NOV 1998	82.56295375
30 DEC 1998	82.26679702
30 JAN 1999	81.97724056
30 FEB 1999	81.67971596
30 MAR 1999	81.3741536
30 APR 1999	81.06698374
30 MAY 1999	80.76631795
30 JUN 1999	80.45756687
30 JUL 1999	80.15534641
30 AUG 1999	89.84502689
30 SEP 1999	89.52655786
30 OCT 1999	89.21449419
30 NOV 1999	88.89426575
30 DEC 1999	88.56580124

SCHEDULE NO. 1

THIS SCHEDULE No. 1 ("Schedule") to that certain Master Lease Agreement, (the "Agreement") made as of _____, 1989 between WESTINGHOUSE CREDIT CORPORATION, as lessor ("Lessor"), and THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, as lessee ("Lessee") is made this _____ day of _____, 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:

AAR	Dimensions	No.	
MECH	Inside	of	
Design Description	Numbers	Length	Width Height
			Cars
			Cost
125-Ton Articulated			(100) \$
Double Stack Con-			
tainer Cars	Maxi II 1/2		

Permitted Commodity - Containers

3. A. The term of the Agreement with respect to each car described in this Schedule shall commence on December 31, 1989 (the Commencement Date) and shall continue for a period of one hundred twenty (120) months, (the "Initial Term"), unless

terminated earlier pursuant to the express terms hereof. Cars Delivered prior to the Commencement Date shall pay interim rents equal to the daily equivalent of the Fixed Rent (said daily equivalent being the monthly Fixed Rent multiplied by twelve (12) with the resulting sum being divided by three hundred and sixty-five (365)) ("Interim Rent") payable on the Commencement Date for the period the Car was delivered to, and including, the Commencement Date (the "Interim Term"). Lessee shall promptly execute and deliver to Lessor a Certificate of Delivery in the form of Exhibit A attached hereto.

B. Provided that no default hereunder or under the Agreement has occurred, Lessee shall have options to terminate this Schedule effective with the end of the fifth year or seventh year of the Initial Term. In order to elect either option, Lessee must (a) give Lessor written notice at least 180 days in advance of the end of the fifth year or seventh year of the Initial Term, and (b) pay Lessor an amount equal to: (i) if such termination option is exercised at the end of the fifth year, $\frac{1}{3}$ of the Lessor's total original cost of equipment as set forth in Section 2 of this Schedule or if such cost has changed as provided in the invoice for such car; or (ii) if such termination option is exercised at the end of the seventh year, $\frac{1}{3}$ of the Lessor's total original cost of equipment as set forth in Section 2 of this Schedule or if such cost has changed as provided in the invoice for such car. Lessee shall not have the right to terminate this Schedule or the Agreement except as expressly provided herein. Time shall be of the essence as to all dates of notice and performance hereunder.

C. Provided that this Schedule has not been earlier terminated and Lessee is not in default hereunder or under the Agreement, Lessee may by written notice delivered to Lessor not less than one hundred eighty (180) days prior to the end of the Initial Term, irrevocably elect to extend the term of this Agreement in respect to all but not less than all of the Cars leased hereunder for an additional period of either (i) one year,

or (ii) of five years, subject to the conditions set forth below, (the "Renewal Term") commencing at the expiration of the Initial Term. All the terms and provisions of this Agreement shall be applicable during the Renewal Term, except that the amount of the Fixed Rent shall be adjusted for the Renewal Term to the fair market rental value thereof, which shall be determined on the basis of, and shall be equal in amount to, the rate which would obtain in an arm's length transaction between an informed and willing lessee-user (other than a lessee currently in possession) similar to Lessee and an informed and willing lessor-owner, in each case under no compulsion to lease and, in such determination the cost of removal from the location of current use shall not be a reduction from such value, provided, however, that in the event Lessee elects to extend the term for only one (1) year, in no event shall such adjusted rent be less than the Fixed Rent provided for in Section 7 of this Schedule. If 90 days prior to the end of the applicable term, Lessor and Lessee are unable to agree upon a determination of such fair market rental value, such rate shall be determined by an Appraiser. "Appraiser" shall mean an independent appraiser selected by Lessor and Lessee or, if Lessor and Lessee are unable to agree upon such selection, three independent appraisers, one selected by Lessor, one selected by Lessee and one selected by the first two appraisers. The appraiser shall be instructed to make his determination within 30 days following appointment and to communicate such determination promptly in writing to Lessor and Lessee. The determination so made shall be conclusively binding upon both Lessor and Lessee. If a single appraiser is appointed, his determination shall be final. If three appraisers are appointed, the average of the determinations (after excluding any determination which varies from the average by more than 25%) shall be final. The fees and expenses of a single appraiser, if a single appraiser is used, and of the third appraiser, if three are used, shall be borne equally by Lessor and Lessee and the fees and expenses of an appraiser appointed by Lessor or Lessee shall be borne by each of them, respectively.

4. Each Car shall be moved 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, at its sole expense, shall perform all of the registration and record keeping and any other duties required for the Cars described in this Schedule, as described in Section 4 of the Agreement.

6. Lessee shall be liable for any and all sales, use or gross receipts taxes (excluding, however all taxes on or measured by Lessor's net income) imposed upon the Cars or upon car hire payments, including payments for time and mileage, for the purchase, delivery, use or handling of the Car during the term of this Schedule.

7. A. The Fixed Rent ("Fixed Rent") shall be _____ and _____ Cents (\$ _____) per Car per month during the Initial Term. The Fixed Rent shall be due and payable without any demand, notice, abatement, reduction, counterclaim or offset, except as otherwise expressly provided in the Agreement or herein.

B. Lessee shall pay to Lessor the Fixed Rent, and any and all taxes paid by Lessor and reimbursable to Lessor, as Additional Rent hereunder, that have accrued hereunder during the immediately preceding calendar month on the first day of each calendar month or next succeeding business day if the first day of a month falls on a weekend or holiday until such time as all such sum for the Initial Term and any Renewal Term have been paid in full to Lessor. Fixed Rents and Interim Rents pursuant to 3.A above shall be sent to:

Westinghouse Credit Corporation
Major Industries Financial Group
One Oxford Centre
Pittsburgh, PA 15219
ATTN.: Manager Rail Car Operations

8. Upon the expiration or termination of the Agreement with respect to the Car(s) described in this Schedule, without demand by Lessor, Lessee, at its sole expense, shall return such Car(s) to Lessor, pursuant to the terms of this paragraph and Section 13 of the Agreement uncontaminated and in the same condition as received, less ordinary wear and tear, and in a condition that meets all then applicable standards of the Department of Transportation and shall comply with any applicable interchange rules of the Association of American Railroads, and free of liens arising by, through or under Lessee, by delivering it to Lessor at maintenance, storage or terminal facility on Lessee's line as Lessor designates to Lessee in writing. Rent for each Car shall cease only when each such car is returned in the above condition to the point referenced above, except as expressly provided in Section 13(b) of the Agreement. Upon request, Lessee will store Car(s) for up to sixty (60) days from the date rent for such car ceases as provided for above ("Storage Period"), free of charge at Lessee's risk, regarding storage and movement of the Cars as provided in this paragraph 8, except for losses and claims arising from Lessor's gross negligence. In addition, Lessee agrees that during this Storage Period that, at its expense, it shall, pursuant to directions of Lessor, transport the Cars to any reasonable place on the lines of railroad(s) operated by the Lessee or any affiliate of Lessee to any connecting carrier for shipment. After the Storage Period, the Lessor shall pay the Lessee an amount, as defined below, per day per car for each day that such Car remains on the lines of the Lessee, and shall assume all risk and expense with respect to any and all Cars that remain on such lines after the Storage Period, except, only, to the extent that damage to a unit of equipment results from the gross negligence of the Lessee or its employees or agents. The amount to be paid by Lessor to Lessee for storage hereunder shall be the fair market storage rate for storage of such Cars, which shall be determined on the basis of, and shall be equal in amount to, the rate which would obtain in an arm's length transaction between an informed and willing party similar to Lessee and an informed and willing lessor-owner, in each case

under no compulsion to store. If 30 days prior to the end of the Storage Period, Lessor and Lessee are unable to agree upon a determination of such fair market storage rate, such rate shall be determined by an Appraiser. "Appraiser" shall mean an independent appraiser selected by Lessor and Lessee or, if Lessor and Lessee are unable to agree upon such selection, three independent appraisers, one selected by Lessor, one selected by Lessee and one selected by the first two appraisers. The appraiser shall be instructed to make his determination within 20 days following appointment and to communicate such determination promptly in writing to Lessor and Lessee. The determination so made shall be conclusively binding upon both Lessor and Lessee. If a single appraiser is appointed, his determination shall be final. If three appraisers are appointed, the average of the determinations (after excluding any determination which varies from the average by more than 25%) shall be final. The fees and expenses of a single appraiser, if a single appraiser is used, and of the third appraiser, if three are used, shall be borne equally by Lessor and Lessee and the fees and expenses of an appraiser appointed by Lessor or Lessee shall be borne by each of them, respectively. During any such storage period, the Lessee will permit the Lessor or any person designated by it, including the authorized representative or representatives of any prospective purchaser to inspect the Cars; provided however, the the Lessee shall not be liable, except in the case of negligence of the Lessee or of its employees or agents, for any injury to, or the death of, any person exercising, either on behalf of the Lessor or any prospective purchaser, the rights of inspection granted under this sentence.

9. 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.

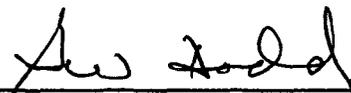
10. This Schedule may be executed by the parties hereto in any number of counterparts, and all counterparts taken together shall be deemed to constitute one instrument.

WESTINGHOUSE CREDIT CORPORATION

By: 

Title: VP
Date: 7/27/89
At: Pittsburgh, Pennsylvania

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

By: 

Title: Senior V.P. - Finance and Chief Finan. Officer
Date: July 25, 1989
At: Glenview, Illinois

0758/G

STATE OF Pennsylvania)
COUNTY OF Allegheny) SS:

On this 27th day of July, 1989, before me personally appeared Thomas E. Flickinger to me personally known, who being by me duly sworn says that such person is _____ of WESTINGHOUSE CREDIT CORPORATION, that the foregoing Schedule No. _____ 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. The document was executed at Pittsburgh, Pennsylvania.

Christine J. Gunia
Notary Public

0758/G

NOTARIAL SEAL
CHRISTINE J. GUNIA, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES JULY 11, 1992
Member, Pennsylvania Association of Notaries



EXHIBIT A TO SCHEDULE

CERTIFICATE OF DELIVERY NO. _____

Exhibit A to Schedule No. _____ dated as of _____
to Master Lease Agreement dated as of _____, by and
between WESTINGHOUSE CREDIT CORPORATION ("Lessor") and THE
ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY ("Lessee").

The Lessee hereby certifies that the following Car(s)
indicated below have been delivered and inspected by the Lessee,
found to be in good order for Lessee's intended use, in conformi-
ty with the specifications in Exhibit C to the Schedule, meet all
applicable requirements and standards of the AAR, DOT, and ICC,
and accepted as a Car(s) under this Master Lease Agreement and
attached Schedule(s) on the date indicated below:

CAR REPORTING
MARKS AND NUMBER

DELIVERY DATE

By: _____
Title:
Date: