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SEP 22 1992-10 45 AM

INTERSTATE COMMERCE COMMISSION

SEP 22 10 49 AM '92
MOTOR OPERATING UNIT

September 22, 1992

Dear Mr. Strickland:

On behalf of Pitney Bowes Credit Corporation, I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, executed counterparts of a primary document, not previously recorded, entitled Master Equipment Lease Agreement ("Lease"), made as of September 30, 1992.

The parties to the enclosed Lease are:

Pitney Bowes Credit Corporation 201 Merrett Seven Norwalk, Connecticut 06856-5151	-	LESSOR
Eastman Kodak Company through its division Eastman Chemical Company 157 East Main Street Kingsport, Tennessee 37660	-	LESSEE

The said Lease covers, among other things, the leasing by the Lessor to the Lessee of those certain one thousand six hundred forty eight (1648) units of rolling stock as identified in the Equipment Lease Schedule attached thereto.

The units of equipment covered by the Lease are those certain cars identified in the Equipment Lease Schedule thereto.

A short summary of the document to appear in the ICC Index is as follows:

"Lease of some 1,648 units"

Enclosed is a check in the amount of sixteen dollars ($16.00) in payment of the filing fee.

Counterparts - 4 W Hanna

Once the filing has been made, please return to bearer the stamped counterparts of the Lease not needed for your files, together with the fee receipt, the letter from the ICC acknowledging the filing, and the two extra copies of this letter of transmittal.

Very truly yours,

Allen H. Harrison, Jr.

Allen H. Harrison, Jr.
Attorney for the purpose of this filing for Pitney Bowes Credit Corporation

The Honorable Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423
Enclosures

BY HAND

17942

SEP 22 1992-10 45 AM

INTERSTATE COMMERCE COMMISSION

MASTER EQUIPMENT LEASE AGREEMENT

Dated as of September 18, 1992

between

PITNEY BOWES CREDIT CORPORATION,

LESSOR

and

EASTMAN KODAK COMPANY

through its division EASTMAN CHEMICAL COMPANY,

LESSEE

Filed and Recorded with the
Interstate Commerce Commission
on _____, at
_____ and given
Recordation No._____

MASTER EQUIPMENT LEASE AGREEMENT

Master Equipment Lease Agreement made as of this 18th day of September, 1992, between PITNEY BOWES CREDIT CORPORATION ("Lessor") with a place of business located at 201 Merritt Seven, Norwalk, Connecticut 06856-5151 and EASTMAN KODAK COMPANY through its division EASTMAN CHEMICAL COMPANY ("Lessee") having offices at 157 East Main Street, Kingsport, TN 37660.

1. **LEASE AGREEMENT:** Lessor hereby leases to Lessee and Lessee hereby rents from Lessor each of the railcars and all of the machinery, equipment and other personal property appurtenant thereto (hereinafter referred to as "Equipment") described in all of the Equipment Lease Schedule(s) which are or may from time to time be executed by Lessor and Lessee and attached hereto or incorporated herein by reference (hereinafter referred to as "Schedule(s)"), upon the terms and conditions set forth in this Lease, as supplemented by the terms and conditions set forth in the appropriate Schedules identifying such Items of Equipment. All of the terms and conditions of this Lease shall govern the rights and obligations of Lessor and Lessee except as specifically modified in writing. Whenever reference is made herein to "this Lease" it shall be deemed to include this Master Equipment Lease Agreement, all of the exhibits and/or addenda attached hereto and each of the various Schedules identifying all Items of Equipment, all of which constitute one undivided lease of the Equipment, and the terms and conditions of which are incorporated herein by reference.

2. **DEFINITIONS:**

AAR. Shall have the meaning set forth in Section 10 hereof.

Additional Renewal Term. Shall have the meaning set forth in Section 19 hereof.

Capitalized Lessor's Cost. Shall mean an amount equal to the purchase price, if and to the extent permitted for tax purposes under Section 168 of the Code, search and filing expenses, fees of Lessor's counsel, and certain other fees and expenses associated with the transaction and capitalized by Lessor, said total being set forth in the Schedules.

Control. Shall have the meaning set forth in Section 36 hereof.

Credit Termination. Shall have the meaning set forth in Section 33 hereof.

Depreciation Assumptions. Shall have the meaning set forth in Section 34 hereof.

Early Termination. Shall have the meaning set forth in Section 33 hereof.

Economic Termination. Shall have the meaning set forth in Section 33 hereof.

Equipment. Shall have the meaning set forth in Section 1 hereof.

Event of Default. Shall have the meaning set forth in Section 25 hereof.

Fair Market Value or FMV. Shall have the meaning set forth in Section 19 hereof.

Final Renewal Term. Shall mean the fourteenth (14th) and final Renewal Rental Period for each Schedule.

Final Return Date. Shall have the meaning set forth in Section 24(b) hereof.

Foreign Loss. Shall have the meaning set forth in Section 34 hereof.

FRA. Shall have the meaning set forth in Section 10 hereof.

Impositions. Shall have the meaning set forth in Section 14 hereof.

Interchange Rules. Shall have the meaning set forth in Section 24(a) hereof.

Interchange Service. Shall have the meaning set forth in Section 24(b) hereof.

Interchange Standards. Shall have the meaning set forth in Section 23 hereof.

Investment Grade Rating. Shall have the meaning set forth in Section 13 hereof.

Item of Equipment or Items of Equipment. Shall mean each railcar or those specific railcars described in the Equipment Lease Schedule covering the same.

Lease or Lease Agreement. Shall have the meaning set forth in Section 1 hereof.

Liability. Shall have the meaning set forth in Section 17 hereof.

Loss. Shall have the meaning set forth in Section 34 hereof.

Person. Shall mean and shall include an individual, a partnership, a joint venture, a corporation, a trust, an aunincorporated association, a government or any department or agency thereof and any other entity whatsoever.

Purchase Option Price. Shall have the meaning set forth in Section 19 hereof.

Quarterly Renewal Rental Payment(s). Shall have the meaning set forth in Section 5 hereof.

Quarterly Rental Payment(s). Shall have the meaning set forth in Section 5 hereof.

Return Date. Shall have the meaning set forth in Section 24(a) hereof.

Schedule(s). Shall have the meaning set forth in Section 1 hereof.

Stipulated Loss Value. Shall have the meaning set forth in Section 12 hereof.

Tangible Net Worth. Shall have the meaning set forth in Section 13 hereof.

Tax Benefits. Shall have the meaning set forth in Section 34 hereof.

All capitalized terms not defined in this Lease shall have the meaning set forth in the Schedules attached hereto and made a part hereof.

3. **CONDITIONS PRECEDENT:** (a) The obligation of Lessor to lease any of the Equipment to Lessee hereunder shall be subject, on or as of the acceptance date for such Equipment, to (i) Lessee's acceptance of such Equipment, as evidenced by Lessor's receipt of an acceptance certificate in form and substance acceptable to Lessor with respect thereto; (ii) Lessee's execution and delivery, at Lessee's expense, of such documents as Lessor may reasonably deem to be necessary or desirable (each in form and substance satisfactory to Lessor), including, without limitation, an opinion of Lessee's counsel, a certificate(s) of officers of Lessee, Uniform Commercial Code financing statements and other filings and publications as may be appropriate with respect to Lessor's interest in the Equipment including filings with the United States Interstate Commerce Commission; (iii) there not having occurred, in Lessor's sole judgment, since June 30, 1992, any material adverse change in the financial condition of Lessee or in Lessee's ability to perform its obligations hereunder; (iv) there having occurred no change in applicable law that would have a material adverse impact on the transactions contemplated by this Lease (unless Lessor and Lessee shall have agreed upon appropriate adjustments and indemnities to compensate for such change); and (v) Lessee's representations and warranties contained in this Lease being true and accurate as if made on and as of such date, and Lessee's having performed and complied with all of its covenants and obligations hereunder. Lessee's execution of any Schedule shall constitute its representation and warranty that there has been no material adverse change in its business or financial condition since the date referenced above in this Section 3.

4. **TERM:** The obligations under this Lease shall commence upon the date first above written and shall end upon full performance and observance of each and every term, condition and covenant set forth in this Lease, each Schedule hereto and any extensions thereof. The rental term of the Equipment listed in each Schedule shall commence on the Commencement Date and shall terminate on the last day of the Original Rental Term set forth in such Schedule unless such Schedule has been renewed pursuant to the terms of this Lease or otherwise modified in writing and signed by the Lessor and Lessee. Any reference herein to the words "annual", "annually" or "annual periods" shall mean the annual period commencing on the commencement date of the then current Original Rental Term, Renewal Rental Term, Final Renewal Term, or Additional Renewal Term and terminating on the expiration date of such Term.

5. **QUARTERLY RENTAL PAYMENTS AND QUARTERLY RENEWAL RENTAL PAYMENTS:** The rent for the Equipment during the Original Rental Term (the "Quarterly Rental Payment(s)") and during the Renewal Rental Periods (the "Quarterly Renewal Rental Payment(s)") as described in each Schedule shall be due and payable on the dates set forth therein. Such

rent shall be payable at the office of Lessor, 201 Merritt Seven, Norwalk, Connecticut 06856-5151 or at such office as Lessor may otherwise designate. The receipt of any check or other item on account of any Quarterly Rental Payment or Quarterly Renewal Rental Payment will not be considered as payment thereof until such check or other item is honored when presented for payment. Notwithstanding anything contained herein to the contrary, the sum of one hundred thousand ($100,000) dollars, which sum has been previously paid by Lessee to Lessor as a proposal fee pursuant to the terms of that certain proposal letter dated August 4, 1992, less any and all out-of-pocket expenses actually incurred by Lessor in connection with the consummation of this Lease, which expenses shall be mutually agreed upon by Lessor and Lessee and are not included in Capitalized Lessor's Cost, shall be deducted from the aggregate amount due as the First Quarterly Rental Payment hereunder.

6. **DELIVERY AND INSTALLATION:** Lessee shall accept each Item of Equipment designated in the appropriate Schedule and, at its sole expense, shall pay all transportation, packing, taxes, duties, insurance, installation, testing and other charges in connection with the delivery, installation and use of the Equipment. Lessor shall have no liability in connection with the payment or performance of any of the foregoing.

7. **WARRANTIES:** LESSOR, NOT BEING THE MANUFACTURER OF THE EQUIPMENT NOR THE MANUFACTURER'S AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; THE DESIGN OR CONDITION OF THE EQUIPMENT; THE QUALITY OR CAPACITY OF THE EQUIPMENT; THE WORKMANSHIP IN THE EQUIPMENT; COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; PATENT INFRINGEMENT; OR LATENT DEFECTS. Lessee accordingly agrees not to assert any claim whatsoever against Lessor based thereon. Lessee further agrees, regardless of cause, not to assert any claim whatsoever against Lessor for loss of anticipatory profits or consequential damages. Lessor shall have no obligation to install, erect, test, adjust, service, or maintain the Equipment. Lessee shall look to the manufacturer and/or seller for any claims related to the Equipment.

Lessor hereby acknowledges that any manufacturer's and/or seller's warranties are for the benefit of both Lessor and Lessee. NOTWITHSTANDING THE FOREGOING, LESSEE'S OBLIGATIONS TO PAY THE QUARTERLY RENTAL PAYMENTS AND THE QUARTERLY RENEWAL RENTAL PAYMENTS OR OTHERWISE UNDER THIS LEASE SHALL BE AND ARE ABSOLUTE AND UNCONDITIONAL.

To the extent permitted by the manufacturer or seller, and provided Lessee is not in default under this Lease, Lessor shall make available to Lessee all manufacturer's and/or seller's warranties with respect to Equipment.

8. **TITLE TO AND LOCATION OF EQUIPMENT:** Title to each Item of Equipment leased hereunder shall remain with the Lessor at all times and the Lessee shall have no right, title or interest therein except as expressly set forth in this Lease. Lessee, at its expense, will protect and defend Lessor's title to the Equipment and will keep the Equipment free and clear from any and all claims, liens, encumbrances and legal

processes except for those created by, through, or under Lessor. Lessor assumes no liability and makes no representation as to the treatment by Lessee of this Lease, the Equipment, the Quarterly Rental Payments or the Quarterly Renewal Rental Payments for financial statement or tax purposes.

All items of Equipment shall at all times be and remain personal property notwithstanding that any such Equipment may now or hereafter be affixed to realty.

The Lessor shall be permitted to display notice of its ownership of the Equipment by affixing to each item of Equipment an identifying stencil or plate and Lessee will not alter, deface, cover or remove such ownership identification.

9. USE OF EQUIPMENT, INSPECTION AND REPORTS: Lessee may possess and use the Equipment in accordance with this Lease, provided that any such use is in conformity with all applicable laws, any insurance policies, and any warranties of the manufacturer with respect to the Equipment, and further provided that Lessee shall not use or permit the Equipment to be used to contain or transport any explosive, hazardous, toxic, dangerous or environmentally threatening waste, material or matter in violation of any applicable federal, state or local law, regulation, judgement, decree, order, or governmental rule. Lessor shall have the right, upon reasonable prior notice to the Lessee and during the Lessee's regular business hours, to inspect the Equipment at the premises of the Lessee or to the extent reasonable wherever the Equipment may be located. Lessee shall promptly notify Lessor of all details arising out of any alleged encumbrances on the Equipment or any accident which may result in a claim against the Lessor allegedly resulting from the use or operation thereof. The Lessee will maintain or cause to be maintained all records, logs, reports, and compliance certificates relating to the care, use and maintenance of the Equipment and shall make such records available for inspection at Lessor's request. In addition, the Lessee will make available (or will cause to be made available) to the Lessor such information as the Lessor shall request from time to time in order to enable the Lessor to fulfill its Federal, state, local and foreign tax return obligations and shall furnish for inspection and copying such original records or copies of available records necessary to satisfy tax audit requirements and to conduct effectively any tax contest.

Unless otherwise permitted under this Section 9, Lessee shall not make any additions or modifications to any Item of Equipment without obtaining Lessor's prior written consent, which consent shall not be unreasonably withheld, except for those additions or modifications which (i) are required as part of Lessee's normal maintenance program or (ii) can be implemented once during the Original Rental Term or once in each Renewal Rental Period at a cost not to exceed fifteen thousand dollars ($15,000) for any Item of Equipment. Lessee agrees that, if requested by Lessor, it will, prior to the return of such Item of Equipment to Lessor hereunder, remove any such addition or modification and restore the Equipment to its original condition as when first accepted by Lessee.

10. OPERATING RULES AND REGULATIONS: Lessee agrees to comply with all local, state and Federal governmental laws, regulations and requirements relating to the operation and/or use of the Equipment,

including the Interchange Rules and all other rules of the Association of American Railroads ("AAR"), Federal Railroad Administration ("FRA"), and the Interstate Commerce Commission or any successors thereto. In case any equipment or appliance on any Item of Equipment shall be required to be changed or replaced, or any additional or other equipment or appliance is required to be installed on any Item of Equipment in order to comply with such laws, regulations, requirements and rules, Lessee shall either (i) make such changes, additions and replacements promptly at its own expense and title thereto shall be immediately vested in Lessor, or (ii) terminate this Lease with respect to any such Item of Equipment pursuant to the terms of Section 33(b) hereof.

11. FURTHER ASSURANCES: Lessee shall execute and deliver to Lessor upon Lessor's request such instruments and assurances as Lessor in the reasonable exercise of its discretion deems necessary for the confirmation or perfection of this Lease and Lessor's rights hereunder. In furtherance thereof, Lessor may file or record this Lease or a financing statement with respect thereto so as to give notice to any interested parties. The Lessor is authorized to file a financing statement concerning the Equipment signed only by the Lessor in accordance with the Uniform Commercial Code or one signed by Lessor as Lessee's attorney in fact. Any such filing or recording shall not be deemed evidence of any intent to create a security interest under the Uniform Commercial Code. Lessor, at Lessee's expense, will cause this Lease to be filed in accordance with 49 U.S.C. Section 11303(a) with the Interstate Commerce Commission.

12. RISKS OF LOSS: All risk of loss, damage, theft or destruction to each Item of Equipment shall be borne by the Lessee. No such loss, damage, theft or destruction of the Equipment, in whole or in part, shall impair the obligations of Lessee under this Lease all of which shall continue in full force and effect. Lessee shall give Lessor written notice of any theft or destruction of any Item of Equipment within sixty (60) days after the occurrence of such theft or destruction and shall pay to Lessor on the Quarterly Rental Payment Date or Quarterly Renewal Rental Payment Date immediately following the date upon which such notice is given to Lessor the amount covering such affected Equipment as set forth in Addendum "B" to each Schedule entitled, Stipulated Loss Value (the "Stipulated Loss Value") plus all other amounts then due and payable, less the net amount of the recovery, if any, actually received by Lessor from insurance or otherwise for such theft or destruction. Following payment of the Stipulated Loss Value, this Lease and all of the Lessee's obligations hereunder which were not incurred prior to such payment shall terminate and be of no further force and effect with respect to the Equipment so stolen or destroyed. In the event of partial loss or damage to any Item of Equipment, Lessee shall, within sixty (60) days after the occurrence of such partial loss or damage, give to Lessor notice of same and of Lessee's intention to either (a) place the affected Equipment in good repair, condition and working order in accordance with the provisions of Section 24(a) hereof within a reasonable amount of time not to exceed one (1) year after the occurrence of such partial loss or damage, or (b) pay to Lessor on the Quarterly Rental Payment Date or Quarterly Renewal Rental Payment Date immediately following the date upon which such notice is given to Lessor the Stipulated Loss Value of the Equipment so partially lost or damaged

plus all other amounts then due and payable, less the net amount of the recovery, if any, actually received by Lessor from insurance or otherwise for such loss or damage. Notwithstanding the foregoing, in the event Lessee gives to Lessor written notice of its election to return all but not less than all of the Equipment upon the termination of the Original Rental Term, Renewal Rental Period, including the Final Renewal Term, or the Additional Renewal Term within which such partial loss or damage has occurred, Lessee shall pay to Lessor on the last day of such Term the Stipulated Loss Value of the Equipment so partially lost or damaged plus all other amounts then due and payable, less the net amount of the recovery, if any, actually received by Lessor from insurance or otherwise for such partial loss or damage. Following payment of the Stipulated Loss Value, this Lease and all of the Lessee's obligations hereunder which were not incurred prior to such payment shall terminate and be of no further force and effect with respect to such Equipment. After compliance with the foregoing to Lessor's satisfaction and provided Lessee is not in default under this Lease, Lessee shall be subrogated to Lessor's rights with respect to any insurance policies or claims for reimbursement by others with respect to such loss, damage, theft or destruction.

13. **INSURANCE:** As long as Lessee maintains an investment rating of BBB- or higher assigned by Standard & Poor's Corporation rating agency or an investment rating of Baa3 or higher assigned by Moody's Investors Service rating agency or a comparable investment rating assigned by any successor rating agency to the aforementioned rating agencies ("Investment Grade Rating"), Lessee agrees that it shall satisfy its insurance obligations in accordance with the provisions of subsections (a) and (b) below:

a. General Liability and Property Damage Insurance. Lessee shall maintain in effect, at its own expense, public liability insurance and property damage insurance with respect to all of the Equipment (i) in amounts which are not less than the public liability and property damage insurance customarily maintained on equipment similar to the Equipment leased by Lessee hereunder; (ii) of the types usually carried by corporations similarly situated with Lessee, engaged in the same or a similar business as Lessee, and owning or operating equipment similar to the Equipment; and (iii) which cover risks of the kind customarily insured against by such corporations, and (iv) which are maintained in effect with insurers of recognized responsibility satisfactory to Lessor. The insurance required by this Section 13(a) may be subject to reasonable deductibles and the Lessee may self-insure with respect to such coverage in amounts and to the extent consistent with the Lessee's usual practice with respect to equipment owned by Lessee similar to the Equipment leased by Lessee hereunder.

b. Insurance Against Loss or Damage to Equipment. Lessee shall maintain in effect, at is own expense, with insurers of recognized responsibility satisfactory to Lessor, physical damage insurance with respect to all of the Equipment. Such insurance shall (i) be of the type usually carried by corporations similarly situated with the Lessee, engaged in the same or similar business as Lessee and owning or operating equipment similar to the Equipment and (ii) at all times be in an amount not less than the aggregate actual cash value of all of the Equipment. The insurance required by this Section 13(b) may be subject to reasonable deductibles and the Lessee may self-insure with respect to

such coverage in amounts and to the extent consistent with the Lessee's usual practice with respect to equipment owned by Lessee similar to the Equipment leased by Lessee hereunder.

In the event Lessee fails to maintain an Investment Grade Rating, Lessee agrees that it shall satisfy its insurance obligations in accordance with the provisions of subsections (c) and (d) below:

c. General Liability and Property Damage Insurance. Lessee shall maintain in effect at its own expense comprehensive general liability insurance, including death, bodily injury and property damage, in an amount not less than fifty million ($50,000,000) dollars combined single limit coverage in the aggregate. All insurance provided for in this Section shall be effected with insurance companies satisfactory to Lessor and similar to those insurers who customarily provide public liability insurance to Lessee's industry.

d. Insurance Against Loss or Damage to Equipment. Lessee shall provide all-risk insurance covering the Equipment including fire and explosion, and lightning and electrical damage, provided that such insurance shall at all times while the Equipment is subject to this Lease be in an amount which, when paid, will be not less than the actual cash value of the Equipment from time to time.

e. Lessor as Additional Insured; Notice. Notwithstanding anything contained in this Section 13 to the contrary, any umbrella policies of insurance carried by Lessee, any other policies of insurance carried in accordance with this Section and any policies taken out in substitution or replacement for any such policies shall name Lessor, as owner of the Equipment, as additional named insured thereunder, and, with respect to insurance carried in accordance with paragraphs (b) and (d), said policies shall be made payable to Lessor as loss payee. Lessee shall furnish certificates to Lessor as proof of such insurance and shall provide for at least thirty (30) days written notice of cancellation to Lessor.

14. EXPENSES, FEES AND TAXES: In addition to the Quarterly Rental Payments and the Quarterly Renewal Rental Payments, Lessee shall pay promptly when due, all costs, expenses, fees, charges and taxes (including sales, use, excise, personal property, ad valorem, documentary stamp, income withholding and other taxes, all of the foregoing being herein collectively referred to as the "Impositions") incurred in connection with the titling, licensing, registration, use, rental, shipment, transportation, delivery, purchase, ownership or operation of the Equipment, and on or relating to this Lease and any Schedule. In case any report or return is required to be filed with respect to any taxes, Lessee will, to the extent legally permissible, file such report or return or notify Lessor in writing to the extent Lessor must file such report or return in sufficient time for Lessor to make such filing of the required report or return. All reports and returns filed by Lessee will be in Lessee's name and account number and will show Lessor as owner of the Equipment. To the extent reasonably requested by Lessor, Lessee will promptly supply Lessor a copy of such reports or returns. Lessee shall promptly reimburse Lessor for any taxes charged to or assessed against Lessor, except for taxes based on or measured by the net income of Lessor that are imposed by (1) the United States of America or (2) any State of the United States of America or any political subdivision of any such state in which Lessor is subject

to Impositions as the result of business or transactions unrelated to this Lease.

If Lessee should fail to pay any of the costs, expenses, fees, charges and taxes for which Lessee is liable hereunder, Lessor may, but shall not be required to, pay the same for the account of Lessee. Lessee shall reimburse Lessor, upon demand, as additional rental hereunder, for the full amount of any costs, expenses, taxes or other charges paid by Lessor which constitute an obligation of Lessee hereunder.

15. **LESSOR'S PERFORMANCE OF LESSEE'S OBLIGATIONS:** If Lessee shall fail to duly and promptly perform any of its obligations under this Lease with respect to the Equipment, Lessor may, at Lessor's option, perform any act or make any payment which Lessor deems necessary for the maintenance and preservation of the Equipment and Lessor's title thereto, including payments for satisfaction of liens, repairs, taxes, levies and insurance and all sums so paid or incurred by Lessor, together with interest as provided below, and any reasonable legal fees incurred by Lessor in connection therewith, which legal fees shall be based upon the number of hours actually worked by Lessor's counsel at Lessor's counsel's standard billing rates, shall be additional rent under this Lease and payable by Lessee to Lessor on demand. The performance of any act or payment by Lessor as aforesaid shall not be deemed a waiver or release of any obligation or default on the part of the Lessee.

16. **LATE CHARGES:** Should Lessee fail to pay when due any part of any Quarterly Rental Payment or any Quarterly Renewal Rental Payment or other sum to be paid to Lessor under this Lease, including, without limitation, any Stipulated Loss Value, then Lessee shall pay interest on such delinquent payment from the due date until paid at a rate equal to the lower of one and one half (1-1/2%) percent per month or the highest legal contract rate of interest.

17. **INDEMNIFICATION:** Lessee assumes liability for, and hereby agrees to indemnify, protect and keep harmless Lessor, its agents, employees, officers, directors, successors and assigns from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses, including reasonable attorney's fees, of whatsoever kind and nature (collectively, hereinafter referred to as "Liability"), arising out of (i) the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by Lessee or Lessor), operation, ownership, selection, delivery, leasing or return of any Item of Equipment, regardless of where, how and by whom operated, (ii) any failure on the part of Lessee to perform or comply with any of its obligations hereunder or any other conditions of this Lease or (iii) the occurrence of an event or condition which with the passage of time could give rise to an Event of Default hereunder, regardless of whether Lessee has cured such event or condition. Notwithstanding the foregoing, Lessor agrees to indemnify, protect and hold Lessee harmless from and against any and all Liability caused by the gross negligence, or willful misconduct, other than the negligent omission, of Lessor, its agents and employees, resulting from the exercise by Lessor of its rights under Section 9 hereof. The indemnities and assumptions of liabilities and obligations provided for herein or otherwise in this Lease shall continue in full force and effect notwithstanding the expiration or other termination of

this Lease. Lessee is an independent contractor and nothing contained in this Lease shall authorize Lessee or any other person to operate any Item of Equipment so as to incur or impose any liability or obligation for or on behalf of Lessor.

18. **NO OFFSET:** This Lease is a net lease and all Quarterly Rental Payments and Quarterly Renewal Rental Payments and any and all other amounts Lessee is obligated to pay hereunder shall be paid when due by Lessee irrespective of any set-off, counterclaim, recoupment, defense or other right which Lessee may have against Lessor, the supplier of the Equipment, or any other party.

19. **PURCHASE OPTION:** To the extent Lessee shall not have exercised the Early Termination option, the Economic Termination option or the Credit Termination option set forth in Section 33 hereof, Lessee shall have the option to purchase all, but not less than all of the Equipment leased hereunder and described on all but not less than all of the Schedules upon the expiration of the Final Renewal Term for a price (the "Purchase Option Price") equal to the lower of (i) twenty three percent (23%) of Capitalized Lessor's Cost or (ii) Fair Market Value, provided (a) Lessee is not in default under this Lease, and (b) Lessee exercises such purchase option by written notice to Lessor, at Lessor's address stated herein, no earlier than two hundred seventy (270) days and no later than one hundred eighty (180) days prior to the expiration of the Final Renewal Term, and (c) upon the expiration of the Final Renewal Term, the Equipment is in the condition described in Section 24(b) hereof, and (d) Lessee remits payment of the Purchase Option Price on the expiration date of the Final Renewal Term. Any purchase price or rental rate for Equipment offered in this Lease at Fair Market Value shall be determined on the basis of, and shall be equal in amount to, the value which one would obtain in an arm's-length transaction between an informed and willing buyer-user or lessee-user (other than a Lessee currently in possession and a used equipment dealer) and an informed and willing seller or lessor under no compulsion to sell or lease, as the case may be, and in reaching such determination, costs of removal of Equipment from its location of current use shall not be a deduction from such value ("Fair Market Value" or "FMV"). In the event Lessee purchases the Equipment, Lessee shall be responsible for all applicable sales tax and all other amounts then due and owing under the Lease.

If Lessor and Lessee are unable to agree upon the value to be assigned to FMV, such value shall be determined by averaging three (3) independent appraisals submitted by three (3) appraisers, one selected by Lessor, one selected by Lessee and a third mutually selected by Lessor and Lessee. The fees and expenses of all such appraisers shall be paid by Lessee. In the event that Lessee chooses not to purchase the Equipment either after a determination of FMV has been reached or otherwise, Lessee shall at least one hundred eighty (180) days prior to expiration of the Final Renewal Term, provide Lessor with written notice that Lessee has elected to either (i) rescind the purchase option and return all but not less than all of the Equipment to Lessor upon the expiration date of the Final Renewal Term in accordance with the terms of Section 24(b) hereof, or (ii) renew the Lease with respect to all but not less than all of the Equipment for twelve (12) consecutive months commencing on the day after the expiration date of the Final Renewal Term and thereafter upon at least one hundred eighty (180) days prior

written notice to Lessor for annual renewal periods (such twelve (12) consecutive month period and each subsequent annual renewal period hereinafter individually referred to as "Additional Renewal Term") at a rental rate to be paid quarterly equal to the Fair Market Value rental rate in effect at the commencement of each Additional Renewal Term. If, at any time, Lessor and Lessee are unable to agree upon the Fair Market Value rental rate, such rate shall be determined, at Lessee's sole expense, by averaging three (3) independent appraisals, submitted by three (3) appraisers in the manner set forth above.

20. **RENEWAL:** In the event Lessee does not give Lessor written notice at least one hundred eighty (180) days prior to the expiration of the Original Rental Term or any succeeding Renewal Rental Period, other than the Final Renewal Term, of its election to return the Equipment as set forth in Section 24(a) hereof, this Lease and all but not less than all of the Schedules hereunder shall automatically renew for the subsequent Renewal Rental Period. During such subsequent Renewal Rental Period, Lessee shall pay to Lessor, the appropriate Quarterly Renewal Rental Payment specified in each Schedule and all of the terms, provisions and conditions of this Lease shall remain in full force and effect.

21. **ASSIGNMENT BY LESSEE:** Without Lessor's prior written consent, Lessee may not, by operation of law or otherwise, (a) assign, transfer, pledge, hypothecate or otherwise dispose of this Lease or any interest therein or (b) sublet or lend the Equipment or permit same to be used by anyone other than Lessee or Lessee's employees, provided, however, that Lessee may trip lease the Equipment to its customers in the normal course of Lessee's business. Irrespective of any permitted sublease or trip lease, Lessee agrees to remain primarily liable to Lessor under all terms and conditions of this Lease.

22. **ASSIGNMENT BY LESSOR:** For the purpose of providing funds for financing the purchase of the Equipment, or for any other purpose, Lessee agrees (a) that Lessor may (i) as of right and upon prior written notice to Lessee, collaterally assign as security, pledge or encumber all or any other part of this Lease, the Equipment and the Quarterly Rental Payments and/or the Quarterly Renewal Rental Payments and/or any and all other sums due Lessor hereunder to an entity possessing an Investment Grade Rating which entity shall not, in Lessor's opinion, be a non-financial competitor of Lessee and (ii) upon obtaining Lessee's prior written consent, which consent shall not be unreasonably withheld or delayed, assign or sell all or any other part of this Lease, the Equipment and the Quarterly Rental Payments and/or the Quarterly Renewal Rental Payments and/or any and all other sums due Lessor hereunder and (b) that in the event of any such assignment of Quarterly Rental Payments and/or the Quarterly Renewal Rental Payments hereunder and written notice thereof to Lessee, Lessee shall unconditionally pay directly to any such assignee all Quarterly Rental Payments and Quarterly Renewal Rental Payments and other sums due or to become due under this Lease and (c) that the Equipment leased hereunder may be mortgaged by Lessor under a chattel mortgage subject to the provisions set forth in (i) above. In any such event, the right, title and interest of the mortgagee under any such chattel mortgage shall by the express terms of such chattel mortgage be subject to the leasehold interest of Lessee in and to the Equipment hereunder. THE RIGHTS OF ANY SUCH ASSIGNEE SHALL NOT BE SUBJECT TO ANY DEFENSE, COUNTERCLAIM OR SET OFF WHICH LESSEE MAY HAVE AGAINST THE LESSOR.

23. **MAINTENANCE AND REPAIRS:** Subject to the provisions of Section 33(b) hereof, Lessee, at all times and at its own expense, shall maintain and service the Equipment, or cause the Equipment to be maintained and serviced, in good repair and operating condition, ordinary wear and tear resulting from the normal and proper use thereof alone excepted, so that the Equipment shall at all times comply with the applicable Interchange Standards (as defined in the Interchange Rules) set for such Equipment by the AAR, or any successors thereto, and be and remain in good operating order and repair by industry standards and fit for the purposes for which the Equipment was designed. In any event, the Equipment shall at all times satisfy the criteria below:

a. All damaged or broken parts will be repaired promptly according to AAR specifications and procedures;

b. Exterior sides will be free of rust and corrosion and will be painted according to a standard paint scheme, free of any and all advertising and notices other than receiving numbers and Lessee's corporate identification;

c. The Equipment will conform at all times to the operating regulations of the United States Department of Transportation, AAR, FRA, or their successors, and the regulations of any other government agency having jurisdiction over the use and operation of the Equipment; and

d. The Equipment shall, at all times, be maintained in compliance with the original manufacturer's recommended maintenance procedures and policies. In any event, Lessee shall maintain the Equipment or cause the Equipment to be maintained on the same scheduling basis that Lessee employs for similar equipment, whether owned or leased.

24. **RETURN OF EQUIPMENT:** (a) To the extent Lessee shall not have exercised the Early Termination option, the Economic Termination option or the Credit Termination option set forth in Section 33 hereof, or in the event Lessee elects not to exercise the renewal option set forth in Section 20 hereof, and further provided Lessee is not in default under the terms of Section 25 of this Lease, Lessee may elect to terminate this Lease by providing written notice of such election to Lessor at least one hundred eighty (180) days prior to the expiration of the Original Rental Term or the then applicable Renewal Rental Period, other than the Final Renewal Term. Upon the exercise of such election, Lessee shall, at its own risk and expense, on the last day of the Original Rental Period or the then applicable Renewal Rental Period, other than the Final Renewal Term, (i) insure (in accordance with the terms of Sections 13(a) and 13 (b) hereof) and deliver to Lessor all but not less than all of the Equipment listed in all but not less than all of the Schedules hereto (the "Return Date") at such location or locations within the continental United States, as may be designated by Lessor in writing. The Equipment shall be in the same condition as when first accepted by Lessee, ordinary wear and tear resulting from the normal and proper use thereof alone excepted, free of any advertising, or non-essential car markings, cleansed (interior and exterior) of any silt, sludge, debris or residue and otherwise in the condition in which it is required to be maintained hereunder; and (ii) at Lessor's direction, provide any mechanical or structural modifications, improvements, replacements or details of rebuilding required to insure

that all of the Items of Equipment meet the standards and requirements for certification and acceptance as "rebuilt" as specified in the then-current AAR Rebuild Requirements of the Office Manual of the Interchange Rules (the 1992 version of which is set forth in Exhibit A attached hereto and made a part hereof) as adopted by the AAR or the FRA or any such successor agencies having jurisdiction over such matters ("Interchange Rules"). At Lessor's request, Lessee agrees to add, install or attach any reasonable recommended or mandated changes in the Equipment specifications and design so as to be in compliance with any and all applicable laws and regulations involving, but not limited to, health, safety or environmental standards then in effect or under review by any governing or regulatory agencies having jurisdiction over such Equipment or its usage. Lessee agrees upon Lessor's request to supply to Lessor any information, records or logs relating to the Equipment and Lessee's use, possession, maintenance and operation thereof and to execute, deliver, file and record any documents necessary to establish and confirm Lessor's right, title and interest in and to the Equipment and any and all modifications, improvements, replacements and details of rebuilding. Lessee further agrees, upon Lessor's request, to store the Equipment, at Lessor's expense, in a secure and controlled environment for a period which shall not exceed one (1) year from the date all of the Equipment is certified as "rebuilt". In lieu of having the Equipment "rebuilt", Lessor may, at Lessor's sole option, elect to receive a cash payment the amount of which shall be mutually agreed upon by Lessor and Lessee. If Lessor and Lessee are unable to agree upon such amount, same shall be determined by averaging three (3) independent appraisals submitted by three (3) appraisers, one selected by Lessor, one selected by Lessee and a third mutually selected by Lessor and Lessee. The submitted appraisals shall take into account, among other factors, the value of the time involved in rebuilding the Equipment and the unavailability of the Equipment to Lessor during such time. All of the fees and expenses charged by each appraiser shall be paid by Lessee.

From the Return Date until all of the terms and conditions set forth in this Section 24(a) have been satisfied by Lessee and all the Equipment has been certified as "rebuilt" and accepted as such, in writing by Lessor, all of the terms and conditions of this Lease shall remain in full force and effect including, but not limited to, Lessee's obligation to continue to pay rent to Lessor in amounts equal to the last Quarterly Rental Payment or the Quarterly Renewal Rental Payment in effect immediately prior to the Return Date.

(b) To the extent Lessee shall not have exercised any of the purchase or renewal options set forth in Section 19 hereof nor the Early Termination option, Economic Termination option or Credit Termination option set forth in Section 33 hereof, and further provided Lessee is not in default under the terms of Section 25 hereof, Lessee may elect to terminate this Lease by providing written notice of such election to Lessor at least one hundred eighty (180) days prior to the expiration of the Final Renewal Term. Upon exercising such election, Lessee shall at its own risk and expense, on the last day of the Final Renewal Term, (i) insure (in accordance with the terms of Section 13(a) and 13(b) hereof) and deliver to Lessor all but not less than all of the Equipment listed in all but not less than all of the Schedules hereto (the "Final Return Date") at such location or locations within the continental United States, as may be designated by Lessor in writing. The Equipment shall be in the same condition as when first accepted by Lessee, ordinary wear

and tear resulting from the normal and proper use thereof alone excepted, free of any advertising, or non-essential car markings, cleansed (interior and exterior) of any silt, sludge, debris or residue and in all cases acceptable for Interchange Service (as defined in the Interchange Rules); and (ii) upon Lessor's request, supply to Lessor any information, records or logs relating to the Equipment and Lessee's use, possession, maintenance and operation thereof; and (iii) upon Lessor's request and at Lessor's expense, store the Equipment in a secure and controlled environment for a period which shall not exceed one (1) year from the Final Return Date.

From the Final Return Date until all of the terms and conditions set forth in this Section 24(b) have been satisfied by Lessee, all of the terms and conditions of this Lease shall remain in full force and effect, including, but not limited to, Lessee's obligation to continue to pay rent to Lessor in amounts equal to the last Quarterly Renewal Rental Payment in effect during the last quarter of the Final Renewal Term.

25. **EVENTS OF DEFAULT:** Lessee shall be in default under this Lease upon the happening of any of the following events or conditions ("Events of Default"):

(a) Default by Lessee in payment of any Quarterly Rental Payment or Quarterly Renewal Rental Payment or any other indebtedness or obligation now or hereafter owed by Lessee to Lessor under this Lease or otherwise and the continuance of such default for ten (10) consecutive days; or (b) default in the performance of any other representation, warranty obligation, covenant or liability contained in this Lease or any other agreement or document with Lessor, and the continuance of such default for thirty (30) consecutive days after written notice thereof by Lessor to Lessee; or (c) any material warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee which proves to have been false in any material respect when made or furnished; or (d) the attempted sale or encumbrance by Lessee of any Item of Equipment, or the making of any levy, seizure or attachment thereof or thereon which, in either case is not cured by Lessee within the earlier to occur of ten (10) days after written notice thereof is given by Lessor to Lessee or ten (10) days after the General Comptroller or General Counsel of Lessee otherwise obtains actual notice of its occurrence; or (e) dissolution, termination of existence, discontinuance of business, insolvency, or business failure of Lessee, or appointment of a receiver for any part of Lessee's property or assignment by Lessee for the benefit of creditors, or the commencement of any proceeding under any voluntary bankruptcy, reorganization or arrangement laws by or against Lessee; or (f) the institution of any involuntary bankruptcy proceedings against Lessee or the appointment of a receiver without Lessee's consent, and such proceedings or appointment continues and is ongoing for a period of sixty (60) days; or (g) Lessee shall default in the performance of any covenant contained in Section 36(a) hereof; or (h) Lessee shall use or permit the Equipment to be used to contain or transport any hazardous, toxic, dangerous or environmentally threatening waste, material or matter in contravention of any law, governmental rule, regulation, judgement, decree or order and such violation is not cured by Lessee within ten (10) days after the General Comptroller or General Counsel of Lessee obtains actual knowledge of such violation.

26. **REMEDIES OF LESSOR:** Upon the occurrence of any Event of Default and at any time thereafter (subject to any applicable grace periods), Lessor may, without any further notice, exercise one or more of the following remedies as Lessor, in its sole discretion, shall elect: (a) declare all unpaid Quarterly Rental Payments or Quarterly Renewal Rental Payments due under this Lease, together with per diem rent from the date of the last regular rental installment to the date of such declaration, to be immediately due and payable; (b) terminate this Lease as to any or all Items of Equipment; (c) take possession of any or all of the Equipment wherever located and remove the same from such location(s) without any liability whatsoever to Lessor including, but not limited to, suit, action or other proceeding by the Lessee; (d) cause Lessee, at Lessee's sole expense, to promptly return the Equipment to Lessor at the location or locations designated in writing by Lessor and in accordance with the terms of and in the condition set forth in Section 24(a) hereof; (e) upon not less than ten (10) days prior written notice to Lessee, if such notice is required by law, use, hold, sell, lease or otherwise dispose of any or all Items of Equipment without affecting the obligations of Lessee as provided in this Lease; (f) sell or lease the Equipment or any part thereof, at public auction or by private sale or lease at such time or times and upon such terms as Lessor may determine, free and clear of any rights of Lessee and, if notice thereof is required by law, any notice in writing of any such sale or lease by Lessor to Lessee not less than ten (10) days prior to the date thereof shall constitute reasonable notice thereof to Lessee; (g) proceed by appropriate action either by law or in equity to enforce performance by Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof; (h) exercise any and all rights accruing to a Lessor under any applicable law upon a default by a Lessee. In addition, Lessor shall be entitled to recover immediately as liquidated damages for loss of a bargain and not as a penalty an amount equal to the Stipulated Loss Value for the Equipment on the date Lessor declares this Lease in default, together with interest as provided in Section 16 hereof. Notwithstanding any provision contained herein to the contrary, after an Event of Default has occurred, Lessor may, but shall not be required to, upon not less than ten (10) days prior written notice to Lessee, if such notice is required by law, (i) sell any or all of the Equipment at private or public sale, in bulk or in parcels, without having the Equipment present at the place of sale; or (ii) lease or otherwise dispose of or keep idle all or any part of the Equipment; and (iii) use Lessee's premises for any or all of the foregoing without liability for rent, costs, damages or otherwise. The proceeds of any sale, lease or other disposition of any or all of the Equipment, if any, shall be applied as follows: (1) first, to all of Lessor's reasonable costs, charges and expenses incurred in connection with any and all action taken by Lessor pursuant to the provisions of this Section 26 and in enforcing this Lease, including but not limited to, taking, removing, holding, repairing and selling, leasing or otherwise disposing of Equipment; (2) second, to the extent not previously paid by Lessee, to pay Lessor the Stipulated Loss Value for Equipment and any and all other sums, including, but not limited to, any unpaid Quarterly Rental Payments and Quarterly Renewal Rental Payments and any indemnification amounts Lessee is obligated to pay Lessor pursuant to the provisions of this Lease and (3) third, to reimburse Lessee any Stipulated Loss Value previously paid directly by Lessee to Lessor as liquidated damages; (4) fourth, any surplus remaining from such proceeds shall be retained by

Lessor. Lessee shall pay any deficiency to Lessor pursuant to (1) and (2) above immediately upon Lessor's demand therefor. None of the remedies under this Lease are intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available to Lessor in law or in equity. Any repossession or subsequent sale or lease by Lessor of any Item of Equipment shall not bar an action for a deficiency as herein provided, and the bringing of an action or the entry of judgment against the Lessee shall not bar the Lessor's right to repossess any or all Items of Equipment.

27. **SEVERABILITY:** Any provision of this Lease which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition and unenforceable without invalidating the remaining provisions hereof. To the extent permitted by applicable law, Lessee hereby waives any provision of law which prohibits or renders unenforceable any provisions hereof in any respect.

28. **NOTICES:** Any notice or other communication given under this Lease, except as otherwise provided, shall be in writing and shall be effective (i) three (3) business days after deposit in the U.S. mail when sent by registered or certified mail, return receipt requested, postage prepaid, or (ii) on the date personally delivered to the party to whom sent, or (iii) one (1) business day following deposit with a recognized overnight delivery service which requires acknowledgement of receipt of the addressee (such as Federal Express), in all cases sent to the addresses set forth below or to such other addresses as either of the parties hereto may designate from time to time to the other in writing;

LESSOR:	LESSEE:
Pitney Bowes Credit Corporation 201 Merritt Seven Norwalk, CT 06856-5151 Attn: Vice President, Operations	EASTMAN KODAK COMPANY through its division EASTMAN CHEMICAL COMPANY 157 Main Street Kingsport, TN 37660 Attn: Supervisor, Railcar Planning and Control

29. **AMENDMENTS AND WAIVERS:** This Lease and the Schedules executed by Lessor and Lessee constitute the entire agreement between Lessor and Lessee with respect to the Equipment and the subject matter of this Lease. No term or provision of this Lease may be changed, waived, amended or terminated except by a written agreement signed by both Lessor and Lessee, except, that Lessor may insert the serial number of any item of Equipment on the appropriate Schedule after delivery thereof. No express or implied waiver by Lessor of any Event of Default hereunder shall in any way be, or be construed to be, a waiver of any future or subsequent Event of Default whether similar in kind or otherwise.

30. **CONSTRUCTION:** This Lease shall in all respects be governed by and construed in accordance with the laws of the State of New York. The titles of the sections of this Lease are for convenience only and shall not define or limit any of the terms or provisions hereof. Time is of the essence of this Lease in each of its provisions.

31. **PARTIES:** The provisions of this Lease shall be binding upon, and inure to the benefit of, the assigns, representatives and successors of the Lessor and Lessee. If there is more than one Lessee named in this Lease, the liability of each shall be joint and several.

32. **LESSEE'S QUIET ENJOYMENT:** So long as Lessee shall pay and perform all of its obligations and covenants hereunder, Lessor shall not disturb its quiet enjoyment and use of the Equipment for its intended purposes. By acceptance of any assignment of this Lease, any assignee hereof agrees, with and for the benefit of Lessee, that as long as Lessee shall perform all of its obligations and covenants hereunder, Lessee's quiet enjoyment and use of the Equipment for its intended purposes shall not be disturbed by such assignee or any party lawfully claiming by, through or under such assignee.

33. **EARLY TERMINATION:** During the Original Rental Term or any succeeding Renewal Rental Period, including the Final Renewal Term, provided Lessee is not in default under this Lease or any other agreement between Lessor and Lessee, Lessee may, after the First Quarterly Rental Payment Date, terminate this Lease and purchase those Items of Equipment hereinafter described upon the following terms and conditions: (a) terminate this Lease once annually, on any Quarterly Rental Payment Date or any Quarterly Renewal Rental Payment Date upon sixty (60) days prior written notice to Lessor, with respect to up to an aggregate of twenty (20) Items of Equipment covered by the applicable Schedules or parts thereof and purchase such Items of Equipment for a sum equal to the higher of the FMV of such Items of Equipment or the Stipulated Loss Value of such Items of Equipment determined at the time such termination occurs, plus any and all Quarterly Rental Payments, Quarterly Renewal Rental Payments and any other amounts then due and owing under the Lease (the "Early Termination"). The selection of any Items of Equipment for Early Termination in accordance with this Section 33(a) shall be subject to Lessor's prior written consent; and (b) terminate this Lease no more frequently than twice annually on any Quarterly Rental Payment Date or Quarterly Renewal Rental Payment Date, upon sixty (60) days prior written notice to Lessor with respect to any Items of Equipment which have become economically obsolete or too cumbersome to maintain, repair or replace in accordance with the provisions of Section 10 and Section 23 hereof and purchase such Items of Equipment for a sum equal to the higher of the FMV of such Items of Equipment or the Stipulated Loss Value of such Items of Equipment determined at the time such termination occurs, plus any and all Quarterly Rental Payments, Quarterly Renewal Rental Payment and any other amounts then due and owing under the Lease (the "Economic Termination"). The selection of any Items of Equipment for Economic Termination shall be subject to Lessee's ability to demonstrate to Lessor's satisfaction that such Items of Equipment comply with the conditions set forth in this Section 33(b); and (c) in the event Lessor or Pitney Bowes Incorporated or any permitted assignee hereof or purchaser of the Equipment does not maintain at least an Investment Grade Rating and Pitney Bowes Incorporated is unable to satisfy Lessor's

obligations hereunder, terminate this Lease on any Quarterly Rental Payment Date or Quarterly Renewal Rental Payment Date upon ninety (90) days prior written notice to Lessor, with respect to all but not less than all of the Equipment leased hereunder and purchase all but not less than all of the Equipment for the higher of the FMV of the Equipment or the Stipulated Loss Value of the Equipment determined at the time such termination occurs, plus any and all Quarterly Rental Payment, Quarterly Renewal Rental Payments and any other amounts then due and owing under the Lease (the "Credit Termination").

34. **TAX INDEMNITY:** Lessee acknowledges that the Quarterly Rental Payments and Quarterly Renewal Rental Payments provided for in Section 5 hereof are computed on the assumptions that for Federal income tax purposes (a) Lessor will be entitled to depreciation deductions in amounts equal to the product of the applicable percentage, as shown on a Lease Schedule for Lessor's respective tax year ("Depreciation Assumptions"), times Capitalized Lessor's Cost of each item of Equipment commencing in Lessor's current taxable year and cost recovery deductions or depreciation deductions for state or local income tax purposes (all such deductions being referred to hereinafter as "Tax Benefits") and (b) all amounts includable in the gross income of Lessor with respect to the Equipment will be treated as derived from or allocable to sources within the United States.

Except as otherwise provided below, if for any reason whatsoever Tax Benefits for any taxable year of Lessor are lost, disallowed, eliminated, reduced, recaptured, compromised, delayed or otherwise made unavailable to Lessor (any of the foregoing being hereafter called a "Loss"), Lessee shall promptly pay to Lessor on demand, as additional rent, an amount in cash which in the opinion of Lessor is equal to that which provides Lessor with the same net after-tax yield that Lessor originally anticipated realizing from the transaction contemplated by the Lease prior to the Loss. The amount payable to Lessor shall be paid no later than fifteen (15) days after receipt of a written demand therefor from Lessor accompanied by a written statement describing in reasonable detail such Loss and the computation of the amount so payable. If any item of income, credit or deduction with respect to the Equipment shall not be treated as derived from, or allocable to, sources within the United States for a given taxable year (any such event hereinafter referred to as a "Foreign Loss"), then Lessee shall pay to Lessor as an indemnity, on the next succeeding date upon which a Quarterly Rental Payment or Quarterly Renewal Rental Payment shall be remitted, or in any event within fifteen (15) days after written demand to Lessee by Lessor, such amount as, after deduction of all taxes required to be paid by Lessor in respect of the receipt of such amounts under the laws of any Federal, state or local government or taxing authority of the United States, shall equal the sum of: (I) the excess of (x) the foreign tax credits which Lessor would have been entitled to for such year had no such Foreign Loss occurred over (y) the Foreign tax credit to which Lessor was limited as a result of such Foreign Loss and (II) the amount of any interest, penalties or additions to tax payable as a result of such Foreign Loss.

Lessee shall not be required to make any indemnity payments pursuant to this Section 34 if the Loss shall result solely as a direct occurrence of any of the following events: (i) failure by Lessor to claim such depreciation deductions in its federal income tax returns for the appropriate years; (ii) any other action, omission or misrepresentation

by Lessor (not otherwise required or permitted by this Lease); (iii) a change in the law or any interpretation thereof; or (iv) Lessor not having sufficient income to utilize the Tax Benefits.

For purposes of this Section 34, the term "Lessor" shall include the affiliated taxpayer group within the meaning of Section 1504 of the Code of which Lessor is a member. The provisions of this Section 34 shall survive the expiration or earlier termination of this Lease.

35. **REPRESENTATIONS AND WARRANTIES OF LESSEE:** Lessee hereby represents, warrants and covenants that, with respect to this Lease, the Schedules and any related documents: (a) the execution, delivery and performance thereof by Lessee have been duly authorized by all necessary corporate action; (b) the individual executing such documents is duly authorized to do so; (c) the Lease, the Schedules and any related documents constitute legal, valid and binding agreements of Lessee enforceable in accordance with their respective terms except that such enforceability may be limited by applicable federal or state statutes pertaining to bankruptcy, insolvency, reorganization or creditor's rights; (d) Lessee need not obtain the consent or approval of any party in order to enter into this Lease or the Schedules or to perform Lessee's obligations hereunder; (e) Lessee is in good standing in the state of its incorporation and is qualified to do business in each state where it is necessary to be so qualified except where failure to so qualify would not have a material adverse effect on Lessee's operations or financial condition; (f) any and all financial statements or other information with respect to the Lessee supplied to Lessor in connection with this Lease and the transactions contemplated hereby are true and complete in all material respects.

36. **SPECIAL COVENANTS:** (a) Lessee shall not (i) enter into any transaction of merger or consolidation or any commitment with respect thereto with any other Person, or sell, lease or otherwise dispose of, or permit any of Lessee's subsidiaries to sell, lease or otherwise dispose of, property or assets constituting all or substantially all of the property and assets of Lessee and Lessee's subsidiaries taken as a whole to any other Person, except that any such merger, consolidation or sale shall be permitted if Lessee shall be the continuing corporation (in the case of a merger or consolidation), or the successor, if other than the Lessee, shall be a corporation organized and existing under the laws of the United States of America or any State thereof and such corporation shall expressly assume to the satisfaction of Lessor the due and punctual performance and observance of all of the covenants and obligations under this Lease and further provided that such corporation maintains at least an Investment Grade Rating as defined in Section 13 hereof; (ii) liquidate or dissolve; (iii) permit at any time on or after the date hereof, any person or 'group' (as such term is defined in Section 13(d) of the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder, all as in effect on the date hereof) to attain or acquire Control of Lessee. "Control" shall mean (i) beneficial ownership of or control or power to vote twenty percent (20%) or more of the voting securities of the Company or (ii) control over the election of a majority of the directors of Lessee; or (v) change its form of business organization of its business from that of a for-profit corporation.

(b) Lessee shall furnish to Lessor (i) as soon as available, but in any event no later than one hundred twenty (120) days after the end of each fiscal year of Lessee, a consolidated balance sheet of Lessee as at the end of such fiscal year, and consolidated statements of income and cash flow of Lessee for such fiscal year, all in reasonable detail, prepared in accordance with generally accepted accounting principles applied on a basis consistently maintained throughout the period involved and audited by certified public accountants acceptable to Lessor; (ii) as soon as available, but in any event no later than ninety (90) days after the end of each of the first three quarterly periods of each fiscal year of Lessee, a consolidated balance sheet of Lessee as at the end of such quarterly period and a consolidated statement of income of Lessee for such quarterly period and for the portion of the fiscal year then ended, all in reasonable detail, prepared in accordance with generally accepted accounting principles applied on a basis consistently maintained throughout the period involved and certified by the General Comptroller of Lessee; and (iii) promptly, upon receipt of a written request therefor, such additional financial and other information as Lessor may from time to time reasonably request.

(c) Upon the purchase by Lessee of any Item of Equipment hereunder from Lessor, Lessee and Lessor hereby agree to execute all documentation necessary or desirable to effect such transfer. Lessor shall deliver any such Item of Equipment to Lessee WITHOUT EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER ON AN AS IS, WHERE IS BASIS, WITHOUT RECOURSE OF ANY KIND WHATSOEVER TO LESSOR and shall deliver title thereto free and clear of any and all liens and encumbrances created by, through or under Lessor, except for mechanics' liens, for tax liens and any and all other liens and encumbrances arising out of Lessee's failure to pay or perform any of its obligations hereunder.

37. **COUNTERPARTS:** This Lease may be executed in counterparts, each of which shall be deemed an original, and each of which when taken together, shall constitute one and the same instrument.

LESSEE HEREBY ACKNOWLEDGES RECEIPT OF AN EXECUTED AND TRUE COPY OF THIS LEASE AND THAT IT IS NON-CANCELLABLE FOR THE ORIGINAL RENTAL TERM EXCEPT AS PROVIDED FOR IN SECTION 33 HEREOF.

IN WITNESS WHEREOF, the Lessor and Lessee have each caused this Lease to be executed and delivered by their duly authorized officers as of the date first above set forth.

LESSOR:
PITNEY BOWES CREDIT CORPORATION

By: L D Osmanski

Title: L. D. OSMANSKI
Vice President
Operations

Date: Sept 18, 1992

LESSEE:
EASTMAN KODAK COMPANY through its division EASTMAN CHEMICAL COMPANY

By: R O Holden

Title: Vice President, Supply & Distribution*

Date: 9/18/92

* of Eastman Chemical Company

CORPORATE FORM OF ACKNOWLEDGEMENT

State of Connecticut)
) SS:
County of Fairfield)

On this 18th day of September, 1992, before me personally appeared L.D. OSMANSKI, to me personally known, who being by me duly sworn, says that he is the VICE PRESIDENT of Pitney Bowes Credit Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Signature of Notary Public

My commission expires 10/31/96.

Seal

CORPACKN
3/90

CORPORATE FORM OF ACKNOWLEDGEMENT

State of Tennessee)
) SS:
County of Sullivan)

On this 18th day of September, 1992, before me personally appeared B.F. ROLSTON, to me personally known, who being by me duly sworn, says that he is the VICE PRESIDENT, SUPPLY & DISTRIBUTION* EASTMAN KODAK COMPANY, through its division EASTMAN CHEMICAL COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*of Eastman Chemical Company

Linda Allison
Signature of Notary Public

My commission expires 11-6-94

Seal

CORPACKN
3/90

EXHIBIT A TO LEASE
AAR REBUILD REQUIREMENTS

This Exhibit is attached to and made a part of Master Equipment Lease Agreement No. 0057059 dated as of September 18, 1992 between Pitney Bowes Credit Corporation as Lessor and EASTMAN KODAK COMPANY, through its division EASTMAN CHEMICAL COMPANY as Lessee.

INTERCHANGE OF FREIGHT CARS

Rule 88 - MECHANICAL REQUIREMENTS FOR ACCEPTANCE

A. AT ANYTIME (See Field Manual)

B. FROM OWNER (See Field Manual)

C. REQUIREMENTS FOR ACCEPTANCE OF NEW, NEWLY ACQUIRED, MODIFIED AND REBUILT UNIT(S)

The purpose of this section is to specify the mechanical and administrative requirements necessary to ensure the safety and the structural integrity of New, Newly Acquired, Modified and Rebuilt Unit(s) which are to be used in interchange service.

1. DEFINITIONS

a. Unit(s). A car, multi-unit car, articulated car or multi-level superstructure which is identified by a unique reporting mark and number.

b. New Unit(s). A unit having a completely new car body and underframe, with individual components meeting the requirements as specified in Sections C.3.a, C.3.c and C.3.d of this rule.

c. Newly Acquired Unit(s). An existing unit sold and purchased for use in interchange service.

d. Rebuilt Unit(s). An existing unit that has been recognized as rebuilt under the provisions of Sections C.2, C.3 and C.5 of this rule. Units recognized by the Association of American Railroads as being rebuilt, shall be stenciled by owner "Rebuilt (month and year)". A rebuilt unit does not meet all the requirements for a new unit and embodies other secondhand details not permitted for new units.

e. Modified Unit(s). Units which are modified to include any of the changes in Section C.3.b.

2. ELIGIBILITY AND ADMINISTRATIVE REQUIREMENTS FOR NEW, NEWLY ACQUIRED AND REBUILT UNITS.

a. New Units

(1) Except for prototype units in test service under the provisions of AAR Specification M-1001, no unit of an untried type, built new or altered, shall be offered or accepted in interchange until its size, capacity, and design have been approved by the Transportation and Mechanical Divisions of the Association of American Railroads. The same principle applies to braking systems, draft systems, trucks, or major components of the car body where strength, interchangeability of the parts, and general utility of the unit are involved. For those units approved for testing in interchange service under Specification M-1001, the Director - Technical Committees is to be notified 15 days prior to release of the first unit of each particular design to enable institution of special UMLER designations and performance record keeping.

(2) Services of the AAR Mechanical Division are available to sponsors of new unit designs for discussion and advice prior to formal presentation and consideration. Request for such services should be addressed in writing to the Assistant Vice President of the Mechanical Division.

(3) Inspection requirements contained in Part 5.3 of AAR Specification M-1001, Specifications for Design, Fabrication and Construction of Freight Cars, may be supplemented by assigned representatives of the Mechanical Division.

b. Newly Acquired Units

(1) At the time units intended for interchange service are sold, the seller and buyer must jointly certify to the AAR Mechanical Division that the units do not have any basic structural weakness or damage that would cause an unsafe operating condition and that they currently meet all interchange requirements. Form 88-C-5-1 as shown in Section C.5 of this rule must be used.

(a) An administrative fee of $200.00 must accompany each submission of Form 88-C-5-1.

(b) At the discretion of the Director-Rules and Inspection, an inspection may be required for units sold under the provisions of paragraph 2.b.(1), and an additional charge of $550.00 will be assessed to help defray the expenses incurred by the inspection.

(2) Units which are sold and have a structural weakness or damage which would cause an unsafe operating condition, shall not be placed in interchange service unless they have been modified to meet mechanical requirements for rebuilt units as listed in Sections C.2, C.3 and C.5 of this rule and Sections A and B of Field Manual Rule 88.

(a) These units must be inspected and approved by the Mechanical and Transportation Divisions of the Association of American Railroads. Form 88-C-5-2 as shown in Section C.5 of this rule must be used.

(b) A charge of $750.00 shall be made for each inspection to help defray the expenses incurred by the inspection.

(3) For tank cars, the following documents must accompany any sales, except for scrap:

- Certificate of Construction (Form AAR 4-2)
- Exhibit R-1 forms for any modifications or repairs
- Drawings of General Arrangement, Tank Arrangement and Fittings Arrangement(s)

(4) Units destroyed or retired, and sold for scrap are prohibited from re-entering interchange service.

c. Rebuilt Units

(1) Form A and a Letter of Intent as shown in Section C.5 along with proof of compliance verifying that the units meet the requirements of AAR Specification M-1001 must be filed with the Director-Rules and Inspection prior to or when units are rebuilt under the provisions of this rule.

(a) An inspection of all rebuilt unit(s) or sample of the program at each location where work is to be performed, will be made by the Mechanical Inspection Department. A charge of $750.00 will be assessed for each inspection to help defray the expenses incurred by the inspection.

(b) Proof of compliance must be verified by the Car Engineering Committee for units to be recognized as rebuilt under the provisions of this rule. Proof of compliance may consist of any documentation demonstrating that the car is in compliance with the current provisions of M-1001. Cars which have structural weakness must be identified and the corrective action taken must be submitted. Cars built after July 1, 1974 will be assumed to be in compliance with M-1001 except for the following specific areas:

- Boxcar ends - Boxcars built before October 1, 1976: must provide proof of compliance with Paragraph 4.1.12 of M-1001.
- Gondola Car Ends - Gondola Cars built before March 1, 1985: must provide proof of compliance with Paragraph 4.1.12 of M-1001.
- Open Top Hopper Car and High Side Gondola Car Top Chords. Cars built before March 1, 1985: must provide proof of compliance with Paragraph 4.5.6.1 and 4.5.5.4 of M-1001 respectively.

(2) The Interstate Commerce Commission Accounting Rules must be used where applicable. However, the rules listed in this section supersede the Interstate Commerce Commission Accounting Rules and apply whether or not the owner is subject to the Interstate Commerce Commission Rules. For units with railroad reporting mark, the provisions of AAR Circular No. OT-24 Series apply to values for UMLER registration.

(3) Cars rebuilt after January 1, 1957 and multi-level superstructures rebuilt after January 1, 1979, when destroyed or badly damaged on a foreign line will be settled for as rebuilt if they meet the requirements of this rule.

(4) The net rebuilt value of the unit may not exceed ninety percent of the reproduction value of a new unit of the same AAR Car Type Code as of the date rebuilt. Reproduction value is calculated per Office Manual Rule 107 E.2.a.

(5) The original unit must be written out of the equipment investment account of the owner and its value as rebuilt restated in owner's equipment investment account.

(6) A program approved for rebuilding units must be reinspected if the program is not completed in a twelve month period. Appropriate inspection fees will apply.

(7) Within 12 months from the rebuilt date stenciled on the last unit, Form B must be forwarded to the Director of Rules and Inspection, Mechanical Division, Association of American Railroads. In the case of extended programs, Form B should be filed at twelve month intervals.

(8) The Director of Rules and Inspection will advise the owner in writing as to the units which the Association of American Railroads will, for settlement purposes, recognize as rebuilt.

(9) If a rebuilt unit is destroyed on a foreign line prior to its recognition as a rebuilt unit by the Mechanical Division, Association of American Railroads, the owner may make special report of the fact of rebuilding to the Mechanical Division and if the Mechanical Division considers unit rebuilt in conformity with the requirements of this rule, the owner shall be so advised and settlement made accordingly.

(10) If it is determined that units do not meet the rebuilt requirements of the Interchange Rules, the Arbitration Committee may remove rebuilt status.

(11) Units of any age which have previous recognition as rebuilt by the AAR are not eligible for a second rebuilt recognition.

(12) Units (except multi-level superstructures) built after December 31, 1982 are not eligible for rebuilt recognition, except those units which are rebuilt to a different kind of unit (such as box car to flat car, etc.).

(13) The following multi-level superstructures are not eligible for rebuilt recognition:

(a) Superstructures built prior to January 1, 1980.
(b) Superstructures less than 89 ft. 4 in. in length.
(c) Superstructures not rigidly attached to the car.
(d) Superstructures previously recognized as rebuilt.

d. **Modified Units**

(1) A Letter of Intent as shown in Section C.5 along with 20 copies of detailed supporting data including stress analysis and drawings of areas affected must be submitted to the Director-Technical Committees, Mechanical Division, Association of American Railroads for approval by the Car Engineering Committee.

3. MECHANICAL REQUIREMENTS FOR NEW AND REBUILT UNITS

a. Units built new or rebuilt for interchange service must conform to AAR Specification M-1001, Specifications for Design, Fabrication and Construction of Freight Cars latest revision. In addition, tank cars must conform to AAR Specification M-1002, Specifications for Tank Cars, latest revision.

b. Units rebuilt for interchange service, which include any of the changes listed below, must have all structural members subject to increased stresses conform to AAR Specification M-1001, Specifications for Design, Fabrication and Construction of Freight Cars, latest revision. Detailed supporting data, 20 copies, must be submitted to the Director-Technical Committees, Mechanical Division, Association of American Railroads for approval by the Car Construction Committee.

(1) Application of trucks of higher capacity.
(2) Lengthening unit.
(3) Increasing inside height of unit.
(4) Increasing width of side door opening.
(5) Increasing number of side doors.
(6) Increasing fork-lift truck wheel load.
(7) Changing structure of unit where such a change affects load distribution, subjecting major structural members of the unit to an increased loading (includes bulkheads, permanent side load restraints and center beam arrangements).

c. New or rebuilt units must conform to all AAR interchange requirements in effect on the date built or rebuilt.

d. The mechanical specifications outlined in this section apply to **new and rebuilt units** as indicated.

The following symbols shown in the columns labeled Rebuilt and New define minimum standards for the components identified:

N - New component
R - Newly reconditioned component; reconditioned in accordance with applicable AAR standards or specifications
S - Secondhand or existing component meeting current AAR interchange requirements
X - Compliance required

MINIMUM
MECHANICAL REQUIREMENTS

CATEGORY		SPECIFICATIONS	REBUILT	NEW
(1)	AIR BRAKE EQUIPMENT	(a) Standard S-400, Air Brake Specification No. 2518, "Installation Freight Car Brake Equipment" must be followed.	X	X
		(b) "ABDW" type brake valve required. If reconditioned, it must be in accordance with the provisions of AAR Standard S-478, Instruction Leaflet No. 2391 - Sup. 3.		R
		(c) Unit must be equipped with "ABD" or "ABDW" type brake valves.	R	
		(d) Retaining valve must be located in accordance with AAR Standard.	X	X
		(e) Where angle cock is located in first preferred location in accordance with S-424, of the Manual of Standards and Recommended Practices, the use of the 10 in. nipple is optional.	X	
		(f) Pipes must be of welded fabrication. Brake pipe fittings at ends of unit and flexible branch pipe on cushioned underframe units must be threaded or alternate approved types.	X	X
		(g) Combined type dirt collector and cut out cock or branch pipe cut-out and angle cock must be of approved ball type valve construction.	R	R

MINIMUM
MECHANICAL REQUIREMENTS

CATEGORY		SPECIFICATIONS	REBUILT	NEW
(1)	AIR BRAKE EQUIPMENT (continued)	(h) Must be equipped with approved type air brake cylinder release valves.	R	
		(i) Single Car Test must be performed in accordance with provisions of AAR Field Manual Rule 3.	X	X
		(j) Brake pipe length must be stenciled per Field Manual Rule 80, Section B.	X	X
		(k) Units must meet the braking ratio requirements of Table 1, Paragraph 3.1. of AAR Standard S-401, as determined by the static dynamometer brake shoe test, for both new and completely worn wheel and shoe condition. This also includes hand brake ratios.	X	X
		(l) Must be equipped with AAR Standard No. 18 or higher capacity brake beams.	R	R
		(m) Must be equipped with closed brake rod supports.	X	X
		(n) Units having conventional body mounted brake rigging must have approved Group E double acting slack adjusters. Automatic slack adjusters, where applied, must comply with AAR Standard Specifications and have Certificate of Approval.	R	N
		(o) Brake pipe restriction test must be performed on all units per S-471 of the Manual of Standards and Recommended Practices.	X	X

MINIMUM
MECHANICAL REQUIREMENTS

CATEGORY	SPECIFICATIONS	REBUILT	NEW
(1) AIR BRAKE EQUIPMENT (continued)	(p) Units must be equipped with AAR approved geared hand brakes.	R	N
	(q) Units must be tested to ensure that brakes will remain applied as determined by piston extension with all shoes against wheels for a minimum of four (4) hours from a service reduction of the brake pipe to zero (0) psi, from a 70 psi brake pipe charge.	X	X
(2) BODY BOLSTER	(a) Units must conform to AAR Specification M-1001, Design, Fabrication and Construction of Freight Cars. Section 3.1.2.6.1(a) does not apply to rebuilt units.	X	X
(3) BRAKE STEPS	(a) Metal brake step and end platforms applied to open top hoppers, covered hoppers and drop bottom gondolas must be of an approved perforated plate type.	X	X
(4) COUPLERS, YOKES, DRAFT GEARS AND SUPPORT BRACKETS	(a) Type E couplers must be bottom shelf or double shelf, as shown in Field Manual Rule 16, Correct Repair Table, under What Can Be Applied Column except those tank cars requiring double shelf couplers per Code of Federal Regulations Title 49, Part 179.14. Type E/F or F couplers must be as shown in Field Manual Rules 17 or 18 Correct Repair Tables, under What Can Be Applied Column.	S	R
	(b) Units must be equipped with yokes as shown in Field Manual Rules 19 or 20, Correct Repair Tables, under What Can Be Applied Column.	S	R

MINIMUM
MECHANICAL REQUIREMENTS

CATEGORY	SPECIFICATIONS	REBUILT	NEW
(4) COUPLERS, YOKES, DRAFT GEARS AND SUPPORT BRACKETS (continued)	(c) Units with length between 85 ft. over end sill (85 ft., 8 in. over strikers on units that do not have end sills) and 89 ft., 4 in. over end sill (90 ft. over strikers on units that do not have end sills) must be equipped with couplers having 48 in. shanks. This does not apply to span bolsters having integral draft arms.		R
	(d) Tank cars,except class AAR 207W, must be equipped with top and bottom shelf couplers authorized by CFR 179.14.	S	R
	(e) Couplers with F coupler shanks must be equipped with the coupler pin support shown in Standard S-243 or other design of equivalent strength, attached with bolts, rivets or two piece rivets.	X	X
	(f) Unit equipped with AAR approved Grade E cast steel couplers must be equipped with AAR approved Grade E cast steel yokes.	X	X
	(g) Coupler connections to end of car cushioning devices must be equivalent in strength to an AAR approved Grade E steel yoke.	X	X
	(h) Draft gears for ore cars must be approved by the Coupler and Draft Gear Committee before application to units in interchange Service.	X	X

MINIMUM
MECHANICAL REQUIREMENTS

CATEGORY	SPECIFICATIONS	REBUILT	NEW
(4) COUPLERS, YOKES, DRAFT GEARS AND SUPPORT BRACKETS (continued)	(i) Units with total weight on rail of 220,000 lbs. up to and including 263,000 lbs., not equipped with end of car cushioning devices, must have AAR approved draft gears conforming to AAR Specifications M-901C, M-901E, M-901G or M-901H.	S	R
	(j) When applying M-901E or M-901G draft gears, the striker arrangement must be modified to provide a 3-3/4 in. horn to striker horizontal clearance and a 13 in. key slot.	X	
	(k) Units with total weight on rail over 263,000 lbs., not equipped with end of car cushioning devices, must have AAR draft gears conforming to AAR Specifications M-901C, M-901G and M-901H, unless proven by test that peak coupler force does not exceed 1,250,000 lbs. at 10 mph.	S	R
	(l) Units equipped with draft gears must have gears removed for inspection. Draft gears must be reconditioned in accordance with AAR Specification M-901B if over ten years have elapsed since new or last reconditioning.	X	
	(m) Units with total weight on rail of 220,000 lbs. and over, which are equipped with a rigid shank E coupler and a draft gear without integral follower, must be equipped with a draft gear follower as specified in the Manual of Standards and Recommended Practices, S-119.	S	S

MINIMUM
MECHANICAL REQUIREMENTS

CATEGORY	SPECIFICATIONS	REBUILT	NEW
(4) COUPLERS, YOKES, DRAFT GEARS AND SUPPORT BRACKETS (continued)	(n) The Y44 type follower is a mandatory standard on all units with total weight on rail of 220,000 lbs. and over on all applications requiring a Y44 slab type follower. Y44 Grade E followers must be used when Grade E couplers, yokes and knuckles are standard to unit.	S	S
	(o) The Y46HTE or Y46AE follower is a mandatory standard on all units with total weight on rail of 220,000 lbs. and over on all applications requiring a Y46HTE slab type follower.	S	S
(5) DOORS	(a) Box cars must have side doors complying to S-212 of Section C of the Manual of Standards and Recommended Practices.	X	X
	(b) Plug type side doors on box cars, must comply with AAR Specifications shown in S-213 and S-214 of the Manual of Standards and Recommended Practices.	X	X
(6) FLOORS	(a) Either wood or metal and supporting structure, in box cars, must equal or exceed in strength a 2-1/4 in. thick pine or fir floor (T&G) with three (3) full length "I-Beam" section longitudinal floor stringers weighing 5.7 lbs., per foot and having a maximum span of 4 ft. 0 in., between center sill and side sill on both sides of center sill providing a maximum unsupported floor board span of 13-1/3 in. and must have the overall strength requirement for lift truck wheel loads indicated in paragraph 4.1.4 of the Specifications for Design, Fabrication and Construction of Freight Cars, M-1001.	X	X

MINIMUM
MECHANICAL REQUIREMENTS

CATEGORY	SPECIFICATIONS	REBUILT	NEW
(6) FLOORS (continued)	(b) On open top freight cars, new and redecked, with wood decking, every other piece of decking running full width of unit must be attached with a minimum of four (4) fasteners (1/2 in. diameter bolts, or equivalent), based on a board having 6 in. maximum width and 10 ft. 6 in. maximum length. For varying sizes and arrangements of deck boards, the number of fasteners to be used should be proportionate to a board of these dimensions. Fasteners must be applied through or directly to underframe members. Intermediate boards must also have (4) fasteners per board which may be provided with floor clips in lieu of bolts applied through or directly to underframe members.	X	X
	(c) Threads on decking bolts must be chisel checked or otherwise locked to prevent nuts from loosening in service.	X	X
	(d) Laminated wood deckings must be approved in accordance with Specification M-907A of the Manual of Standards and Recommended Practices.	X	X
	(e) Units equipped with wood decks and cast iron brake shoes must have metal spark shields applied in accordance with S-225 of the Manual of Standards and Recommended Practices.	X	X

MINIMUM
MECHANICAL REQUIREMENTS

CATEGORY	SPECIFICATIONS	REBUILT	NEW
(7) INSULATION	(a) Refrigerator or insulated box cars must have insulation of the rigid, closed cellular plastic type or of the mineral or glass fibrous types. Enveloping materials, convection barriers, reflective sheets and water vapor barriers which continue the process of combustion or burn after removal of an open flame, must not be used. See Standard S-2010 and S-905 for the amount of insulation required.	X	X
(8) JACKING AND LIFTING PROVISIONS	(a) Units must have jacking provisions in accordance with paragraph 4.1.6 of AAR Specification M-1001.	X	X
	(b) Units must have provisions for lifting loaded unit as shown in the Manual of Standards and Recommended Practices, S-234.		X
(9) LENGTH OF UNIT	(a) Length of unit over pulling face of couplers to be 35 ft. 1/2 in. minimum for units with total weight on rail of 220,000 lbs. and 41 ft. 10-1/2 in. for units with total weight on rail of 263,000 lbs.		X
	(b) Length of units with two trucks must not exceed 89 ft., 4 in. over end sill and 90 ft. over strikers except for allowance of sliding sill length to accommodate cushioning travel.	X	X

ADDENDUM A TO SCHEDULE 801
Equipment List

This schedule is attached to and made a part of Equipment Lease Schedule 801 dated as of September 18, 1992 to Master Equipment Lease Agreement No. 0057059 dated as of September 18, 1992 between Pitney Bowes Credit Corporation as Lessor and the undersigned Lessee.

	MANUFACTURER	CAR NUMBER			CAR TYPE		CAPACITY
1	RICHMOND TANK	ETCX	000600	AL	111A60A	LW	20000
2	RICHMOND TANK	ETCX	000601	AL	111A60A	LW	20000
3	RICHMOND TANK	ETCX	000602	AL	111A60A	LW	20000
4	RICHMOND TANK	ETCX	000605	AL	111A60A	LW	20000
5	RICHMOND TANK	ETCX	000606	AL	111A60A	LW	20000
6	RICHMOND TANK	ETCX	000616	AL	111A60A	LW	20000
7	ACF INDUSTRIES	ETCX	000165	HC	HOPPER	LO	5250
8	ACF INDUSTRIES	ETCX	000166	HC	HOPPER	LO	5250
9	ACF INDUSTRIES	ETCX	000169	HC	HOPPER	LO	5250
10	ACF INDUSTRIES	ETCX	000170	HC	HOPPER	LO	5250
11	ACF INDUSTRIES	ETCX	000171	HC	HOPPER	LO	5250
12	ACF INDUSTRIES	ETCX	000173	HC	HOPPER	LO	5250
13	RICHMOND TANK	ETCX	000610	AL	111A60A	LW	20000
14	ACF INDUSTRIES	ETCX	000168	HC	HOPPER	LO	5250
15	RICHMOND TANK	ETCX	000608	AL	111A60A	LW	20000
16	RICHMOND TANK	ETCX	000609	AL	111A60A	LW	20000
17	RICHMOND TANK	ETCX	000611	AL	111A60A	LW	20000
18	RICHMOND TANK	ETCX	000612	AL	111A60A	LW	20000
19	RICHMOND TANK	ETCX	000614	AL	111A60A	LW	20000
20	RICHMOND TANK	ETCX	000615	AL	111A60A	LW	20000
21	RICHMOND TANK	ETCX	000617	AL	111A60A	LW	20000
22	RICHMOND TANK	ETCX	000619	AL	111A60A	LW	20000
23	RICHMOND TANK	ETCX	000613	AL	111A60A	LW	20000
24	ACF INDUSTRIES	ETCX	000179	HC	HOPPER	LO	5250
25	ACF INDUSTRIES	ETCX	000180	HC	HOPPER	LO	5250
26	ACF INDUSTRIES	ETCX	000183	HC	HOPPER	LO	5250
27	ACF INDUSTRIES	ETCX	000184	HC	HOPPER	LO	5250
28	ACF INDUSTRIES	ETCX	000187	HC	HOPPER	LO	5250
29	ACF INDUSTRIES	ETCX	000192	HC	HOPPER	LO	5250
30	ACF INDUSTRIES	ETCX	000194	HC	HOPPER	LO	5250
31	ACF INDUSTRIES	ETCX	000811	HC	HOPPER	LO	5250
32	ACF INDUSTRIES	ETCX	000198	HC	HOPPER	LO	5250
33	ACF INDUSTRIES	ETCX	000802	HC	HOPPER	LO	5250
34	ACF INDUSTRIES	ETCX	000803	HC	HOPPER	LO	5250
35	ACF INDUSTRIES	ETCX	000806	HC	HOPPER	LO	5250
36	ACF INDUSTRIES	ETCX	000807	HC	HOPPER	LO	5250
37	ACF INDUSTRIES	ETCX	000808	HC	HOPPER	LO	5250
38	ACF INDUSTRIES	ETCX	000809	HC	HOPPER	LO	5250
39	ACF INDUSTRIES	ETCX	000810	HC	HOPPER	LO	5250

	MANUFACTURER	CAR NUMBER			CAR TYPE		CAPACITY
40	ACF INDUSTRIES	ETCX	000812	HC	HOPPER	LO	5250
41	ACF INDUSTRIES	ETCX	000816	HC	HOPPER	LO	5250
42	GATX CORP	ETCX	000624	SS	211A100	W6	20000
43	GATX CORP	ETCX	000625	SS	211A100	W6	20000
44	GATX CORP	ETCX	000620	SS	111A100	W6	20000
45	GATX CORP	ETCX	000621	SS	211A100	W6	20000
46	GATX CORP	ETCX	000622	SS	211A100	W6	20000
47	GATX CORP	ETCX	000626	SS	211A100	W6	20000
48	ACF INDUSTRIES	ETCX	000821	HC	HOPPER	LO	5250
49	ACF INDUSTRIES	ETCX	000823	HC	HOPPER	LO	5250
50	ACF INDUSTRIES	ETCX	000824	HC	HOPPER	LO	5250
51	ACF INDUSTRIES	ETCX	000825	HC	HOPPER	LO	5250
52	ACF INDUSTRIES	ETCX	000838	HC	HOPPER	LO	5250
53	ACF INDUSTRIES	ETCX	000839	HC	HOPPER	LO	5250
54	ACF INDUSTRIES	ETCX	000841	HC	HOPPER	LO	5250
55	ACF INDUSTRIES	ETCX	000842	HC	HOPPER	LO	5250
56	ACF INDUSTRIES	ETCX	000843	HC	HOPPER	LO	5250
57	ACF INDUSTRIES	ETCX	000845	HC	HOPPER	LO	5250
58	ACF INDUSTRIES	ETCX	000846	HC	HOPPER	LO	5250
59	ACF INDUSTRIES	ETCX	000848	HC	HOPPER	LO	5250
60	ACF INDUSTRIES	ETCX	000849	HC	HOPPER	LO	5250
61	ACF INDUSTRIES	ETCX	000851	HC	HOPPER	LO	5250
62	ACF INDUSTRIES	ETCX	000857	HC	HOPPER	LO	5250
63	ACF INDUSTRIES	ETCX	000828	HC	HOPPER	LO	5250
64	ACF INDUSTRIES	ETCX	000829	HC	HOPPER	LO	5250
65	ACF INDUSTRIES	ETCX	000830	HC	HOPPER	LO	5250
66	ACF INDUSTRIES	ETCX	000833	HC	HOPPER	LO	5250
67	ACF INDUSTRIES	ETCX	000836	HC	HOPPER	LO	5250
68	ACF INDUSTRIES	ETCX	000837	HC	HOPPER	LO	5250
69	AMF-BEAIRD	ETCX	000627	SS	211A100	W6	20000
70		ETCX	000657	AL	111A60A	LW1	20000
71	UNION TANK	ETCX	020006	ST	111A100	W1	20000
72	UNION TANK	ETCX	020008	ST	111A100	W1	20000
73	UNION TANK	ETCX	020002	ST	111A100	W1	20000
74	UNION TANK	ETCX	020003	ST	111A100	W1	20000
75	UNION TANK	ETCX	020004	ST	111A100	W1	20000
76	UNION TANK	ETCX	020005	ST	111A100	W1	20000
77	UNION TANK	ETCX	020007	ST	111A100	W1	20000
78	UNION TANK	ETCX	020009	ST	111A100	W1	20000
79	UNION TANK	ETCX	020010	ST	111A100	W1	20000
80	ACF INDUSTRIES	ETCX	000860	HC	HOPPER	LO	5250
81	ACF INDUSTRIES	ETCX	000861	HC	HOPPER	LO	5250
82	ACF INDUSTRIES	ETCX	000863	HC	HOPPER	LO	5250
83	ACF INDUSTRIES	ETCX	000864	HC	HOPPER	LO	5250
84		ETCX	000653	AL	111A60A	LW1	20000

	MANUFACTURER	CAR NUMBER			CAR TYPE		CAPACITY
85		ETCX	000650	AL	111A60A	LW1	20000
86		ETCX	000652	AL	111A60A	LW1	20000
87		ETCX	000654	AL	111A60A	LW1	20000
88		ETCX	000655	AL	111A60A	LW1	20000
89		ETCX	000651	AL	111A60A	LW1	20000
90		ETCX	000656	AL	111A60A	LW1	20000
91		ETCX	000658	AL	111A60A	LW1	20000
92	ORTNER	ETCX	003860	CC	HTS COAL		3850
93	ORTNER	ETCX	003861	CC	HTS COAL		3850
94	ORTNER	ETCX	003862	CC	HTS COAL		3850
95	ORTNER	ETCX	003863	CC	HTS COAL		3850
96	ORTNER	ETCX	003864	CC	HTS COAL		3850
97	ORTNER	ETCX	003865	CC	HTS COAL		3850
98	ORTNER	ETCX	003866	CC	HTS COAL		3850
99	ORTNER	ETCX	003867	CC	HTS COAL		3850
100	ORTNER	ETCX	003868	CC	HTS COAL		3850
101	ORTNER	ETCX	003869	CC	HTS COAL		3850
102	ORTNER	ETCX	003870	CC	HTS COAL		3850
103	ORTNER	ETCX	003871	CC	HTS COAL		3850
104	ORTNER	ETCX	003872	CC	HTS COAL		3850
105	ORTNER	ETCX	003873	CC	HTS COAL		3850
106	ORTNER	ETCX	003874	CC	HTS COAL		3850
107	ORTNER	ETCX	003875	CC	HTS COAL		3850
108	ORTNER	ETCX	003876	CC	HTS COAL		3850
109	ACF INDUSTRIES	ETCX	000883	HC	HOPPER	LO	5250
110	ACF INDUSTRIES	ETCX	000867	HC	HOPPER	LO	5250
111	ACF INDUSTRIES	ETCX	000868	HC	HOPPER	LO	5250
112	ACF INDUSTRIES	ETCX	000870	HC	HOPPER	LO	5250
113	ACF INDUSTRIES	ETCX	000871	HC	HOPPER	LO	5250
114	ACF INDUSTRIES	ETCX	000873	HC	HOPPER	LO	5250
115	ACF INDUSTRIES	ETCX	000874	HC	HOPPER	LO	5250
116	ACF INDUSTRIES	ETCX	000875	HC	HOPPER	LO	5250
117	ACF INDUSTRIES	ETCX	000876	HC	HOPPER	LO	5250
118	ACF INDUSTRIES	ETCX	000878	HC	HOPPER	LO	5250
119	ACF INDUSTRIES	ETCX	000880	HC	HOPPER	LO	5250
120	ACF INDUSTRIES	ETCX	000881	HC	HOPPER	LO	5250
121	ACF INDUSTRIES	ETCX	000882	HC	HOPPER	LO	5250
122	ACF INDUSTRIES	ETCX	000885	HC	HOPPER	LO	5250
123	ACF INDUSTRIES	ETCX	000869	HC	HOPPER	LO	5250
124	ACF INDUSTRIES	ETCX	000884	HC	HOPPER	LO	5250
125	ACF INDUSTRIES	ETCX	000872	HC	HOPPER	LO	5250
126	ACF INDUSTRIES	ETCX	000877	HC	HOPPER	LO	5250
127	ACF INDUSTRIES	ETCX	000879	HC	HOPPER	LO	5250
128	ACF INDUSTRIES	ETCX	000891	HC	HOPPER	LO	5250
129	ACF INDUSTRIES	ETCX	000899	HC	HOPPER	LO	5250

	MANUFACTURER	CAR NUMBER			CAR TYPE		CAPACITY
130	UNION TANK	ETCX	020033	ST	111A100	W1	20000
131	UNION TANK	ETCX	020040	ST	111A100	W1	20000
132	ACF INDUSTRIES	ETCX	000886	HC	HOPPER	LO	5250
133	ACF INDUSTRIES	ETCX	000887	HC	HOPPER	LO	5250
134	ACF INDUSTRIES	ETCX	000888	HC	HOPPER	LO	5250
135	ACF INDUSTRIES	ETCX	000889	HC	HOPPER	LO	5250
136	ACF INDUSTRIES	ETCX	000890	HC	HOPPER	LO	5250
137	ACF INDUSTRIES	ETCX	000892	HC	HOPPER	LO	5250
138	ACF INDUSTRIES	ETCX	000893	HC	HOPPER	LO	5250
139	ACF INDUSTRIES	ETCX	000894	HC	HOPPER	LO	5250
140	ACF INDUSTRIES	ETCX	000895	HC	HOPPER	LO	5250
141	ACF INDUSTRIES	ETCX	000896	HC	HOPPER	LO	5250
142	ACF INDUSTRIES	ETCX	000897	HC	HOPPER	LO	5250
143	ACF INDUSTRIES	ETCX	000898	HC	HOPPER	LO	5250
144	ACF INDUSTRIES	ETCX	000900	HC	HOPPER	LO	5250
145	ACF INDUSTRIES	ETCX	000901	HC	HOPPER	LO	5250
146	ACF INDUSTRIES	ETCX	000902	HC	HOPPER	LO	5250
147	ACF INDUSTRIES	ETCX	000903	HC	HOPPER	LO	5250
148	ACF INDUSTRIES	ETCX	000904	HC	HOPPER	LO	5250
149	UNION TANK	ETCX	020011	ST	111A100	W1	20000
150	UNION TANK	ETCX	020012	ST	111A100	W1	20000
151	UNION TANK	ETCX	020013	ST	111A100	W1	20000
152	UNION TANK	ETCX	020014	ST	111A100	W1	20000
153	UNION TANK	ETCX	020016	ST	111A100	W1	20000
154	UNION TANK	ETCX	020017	ST	111A100	W1	20000
155	UNION TANK	ETCX	020018	ST	111A100	W1	20000
156	UNION TANK	ETCX	020019	ST	111A100	W3	20000
157	UNION TANK	ETCX	020022	ST	111A100	W1	20000
158	UNION TANK	ETCX	020023	ST	111A100	W1	20000
159	UNION TANK	ETCX	020024	ST	111A100	W1	20000
160	UNION TANK	ETCX	020020	ST	111A100	W1	20000
161	UNION TANK	ETCX	020021	ST	111A100	W1	20000
162	UNION TANK	ETCX	020025	ST	111A100	W1	20000
163	UNION TANK	ETCX	020026	ST	111A100	W1	20000
164	UNION TANK	ETCX	020027	ST	111A100	W1	20000
165	UNION TANK	ETCX	020028	ST	111A100	W1	20000
166	UNION TANK	ETCX	020029	ST	111A100	W1	20000
167	UNION TANK	ETCX	020030	ST	111A100	W1	20000
168	UNION TANK	ETCX	020034	ST	111A100	W1	20000
169	UNION TANK	ETCX	020036	ST	111A100	W1	20000
170	UNION TANK	ETCX	020038	ST	111A100	W1	20000
171	UNION TANK	ETCX	020039	ST	111A100	W1	20000
172	UNION TANK	ETCX	020041	ST	111A100	W1	20000
173	UNION TANK	ETCX	020042	ST	111A100	W1	20000
174	UNION TANK	ETCX	020043	ST	111A100	W1	20000

	MANUFACTURER	CAR NUMBER			CAR TYPE		CAPACITY
175	UNION TANK	ETCX	020044	ST	111A100	W1	20000
176	UNION TANK	ETCX	020045	ST	111A100	W1	20000
177	UNION TANK	ETCX	020046	ST	111A100	W1	20000
178	UNION TANK	ETCX	020047	ST	111A100	W1	20000
179	ACF INDUSTRIES	ETCX	000767	HC	HOPPER	LO	5250
180	ACF INDUSTRIES	ETCX	000768	HC	HOPPER	LO	5250
181	ACF INDUSTRIES	ETCX	000769	HC	HOPPER	LO	5250
182	ACF INDUSTRIES	ETCX	000770	HC	HOPPER	LO	5250
183	ACF INDUSTRIES	ETCX	000771	HC	HOPPER	LO	5250
184	ACF INDUSTRIES	ETCX	000772	HC	HOPPER	LO	5250
185	ACF INDUSTRIES	ETCX	000773	HC	HOPPER	LO	5250
186	UNION TANK	ETCX	020035	ST	111A100	W3	20000
187	UNION TANK	ETCX	020037	ST	111A100	W1	20000
188	UNION TANK	ETCX	020048	ST	111A100	W3	20000
189	UNION TANK	ETCX	020050	ST	111A100	W1	20000
190	ACF INDUSTRIES	ETCX	000774	HC	HOPPER	LO	5250
191	ACF INDUSTRIES	ETCX	000775	HC	HOPPER	LO	5250
192	ACF INDUSTRIES	ETCX	000777	HC	HOPPER	LO	5250
193	ACF INDUSTRIES	ETCX	000778	HC	HOPPER	LO	5250
194	ACF INDUSTRIES	ETCX	000779	HC	HOPPER	LO	5250
195	ACF INDUSTRIES	ETCX	000780	HC	HOPPER	LO	5250
196	ACF INDUSTRIES	ETCX	000781	HC	HOPPER	LO	5250
197	ACF INDUSTRIES	ETCX	000782	HC	HOPPER	LO	5250
198	ACF INDUSTRIES	ETCX	000783	HC	HOPPER	LO	5250
199	ACF INDUSTRIES	ETCX	000784	HC	HOPPER	LO	5250
200	ACF INDUSTRIES	ETCX	000785	HC	HOPPER	LO	5250
201	ACF INDUSTRIES	ETCX	000786	HC	HOPPER	LO	5250
202	ACF INDUSTRIES	ETCX	000787	HC	HOPPER	LO	5250
203	ACF INDUSTRIES	ETCX	000788	HC	HOPPER	LO	5250
204	ACF INDUSTRIES	ETCX	000790	HC	HOPPER	LO	5250
205	ACF INDUSTRIES	ETCX	000791	HC	HOPPER	LO	5250
206	ACF INDUSTRIES	ETCX	000792	HC	HOPPER	LO	5250
207	ACF INDUSTRIES	ETCX	000776	HC	HOPPER	LO	5250
208	ACF INDUSTRIES	ETCX	000789	HC	HOPPER	LO	5250
209	ACF INDUSTRIES	ETCX	000969	HC	HOPPER	LO	5250
210	ACF INDUSTRIES	ETCX	000975	HC	HOPPER	LO	5250
211	ACF INDUSTRIES	ETCX	000979	HC	HOPPER	LO	5250
212	ACF INDUSTRIES	ETCX	000989	HC	HOPPER	LO	5250
213	ACF INDUSTRIES	ETCX	001000	HC	HOPPER	LO	5250
214	ACF INDUSTRIES	ETCX	001001	HC	HOPPER	LO	5250
215	ACF INDUSTRIES	ETCX	001005	HC	HOPPER	LO	5250
216	ACF INDUSTRIES	ETCX	001006	HC	HOPPER	LO	5250
217	ACF INDUSTRIES	ETCX	001007	HC	HOPPER	LO	5250
218	ACF INDUSTRIES	ETCX	001012	HC	HOPPER	LO	5250
219	ACF INDUSTRIES	ETCX	005364	HC	HOPPER	LO	5250

	MANUFACTURER	CAR NUMBER			CAR TYPE		CAPACITY
220	ACF INDUSTRIES	ETCX	005380	HC	HOPPER	LO	5250
221	ACF INDUSTRIES	ETCX	005390	HC	HOPPER	LO	5250
222	ACF INDUSTRIES	ETCX	005393	HC	HOPPER	LO	5250
223	ACF INDUSTRIES	ETCX	005396	HC	HOPPER	LO	5250
224	ACF INDUSTRIES	ETCX	005399	HC	HOPPER	LO	5250
225	ACF INDUSTRIES	ETCX	005400	HC	HOPPER	LO	5250
226	ACF INDUSTRIES	ETCX	005405	HC	HOPPER	LO	5250
227	ACF INDUSTRIES	ETCX	005406	HC	HOPPER	LO	5250
228	ACF INDUSTRIES	ETCX	005407	HC	HOPPER	LO	5250
229	ACF INDUSTRIES	ETCX	005413	HC	HOPPER	LO	5250
230	ACF INDUSTRIES	ETCX	005414	HC	HOPPER	LO	5250
231	ACF INDUSTRIES	ETCX	005416	HC	HOPPER	LO	5250
232	ACF INDUSTRIES	ETCX	005420	HC	HOPPER	LO	5250
233	ACF INDUSTRIES	ETCX	005422	HC	HOPPER	LO	5250
234	ACF INDUSTRIES	ETCX	005426	HC	HOPPER	LO	5250
235	ACF INDUSTRIES	ETCX	005433	HC	HOPPER	LO	5250
236	ACF INDUSTRIES	ETCX	005440	HC	HOPPER	LO	5250
237	ACF INDUSTRIES	ETCX	005442	HC	HOPPER	LO	5250
238	ACF INDUSTRIES	ETCX	005443	HC	HOPPER	LO	5250
239	ACF INDUSTRIES	ETCX	005445	HC	HOPPER	LO	5250
240	ACF INDUSTRIES	ETCX	005446	HC	HOPPER	LO	5250
241	ACF INDUSTRIES	ETCX	005448	HC	HOPPER	LO	5250
242	ACF INDUSTRIES	ETCX	005450	HC	HOPPER	LO	5250
243	ACF INDUSTRIES	ETCX	005451	HC	HOPPER	LO	5250
244	ACF INDUSTRIES	ETCX	005452	HC	HOPPER	LO	5250
245	ACF INDUSTRIES	ETCX	005453	HC	HOPPER	LO	5250
246	ACF INDUSTRIES	ETCX	005458	HC	HOPPER	LO	5250
247	ACF INDUSTRIES	ETCX	005459	HC	HOPPER	LO	5250
248	ACF INDUSTRIES	ETCX	005462	HC	HOPPER	LO	5250
249	ACF INDUSTRIES	ETCX	005463	HC	HOPPER	LO	5250
250	ACF INDUSTRIES	ETCX	005464	HC	HOPPER	LO	5250
251	ACF INDUSTRIES	ETCX	005468	HC	HOPPER	LO	5250
252	ACF INDUSTRIES	ETCX	005471	HC	HOPPER	LO	5250
253	ACF INDUSTRIES	ETCX	005474	HC	HOPPER	LO	5250
254	ACF INDUSTRIES	ETCX	005475	HC	HOPPER	LO	5250
255	ACF INDUSTRIES	ETCX	005481	HC	HOPPER	LO	5250
256	ACF INDUSTRIES	ETCX	005484	HC	HOPPER	LO	5250
257	ACF INDUSTRIES	ETCX	020063	ST	111A100	W1	20000
258	ACF INDUSTRIES	ETCX	000906	HC	HOPPER	LO	5250
259	ACF INDUSTRIES	ETCX	000907	HC	HOPPER	LO	5250
260	ACF INDUSTRIES	ETCX	000908	HC	HOPPER	LO	5250
261	ACF INDUSTRIES	ETCX	000909	HC	HOPPER	LO	5250
262	ACF INDUSTRIES	ETCX	000910	HC	HOPPER	LO	5250
263	ACF INDUSTRIES	ETCX	000911	HC	HOPPER	LO	5250
264	ACF INDUSTRIES	ETCX	000912	HC	HOPPER	LO	5250

	MANUFACTURER	CAR NUMBER			CAR TYPE		CAPACITY
265	ACF INDUSTRIES	ETCX	000913	HC	HOPPER	LO	5250
266	ACF INDUSTRIES	ETCX	000914	HC	HOPPER	LO	5250
267	ACF INDUSTRIES	ETCX	000915	HC	HOPPER	LO	5250
268	ACF INDUSTRIES	ETCX	000916	HC	HOPPER	LO	5250
269	ACF INDUSTRIES	ETCX	000917	HC	HOPPER	LO	5250
270	ACF INDUSTRIES	ETCX	000918	HC	HOPPER	LO	5250
271	ACF INDUSTRIES	ETCX	000919	HC	HOPPER	LO	5250
272	ACF INDUSTRIES	ETCX	000920	HC	HOPPER	LO	5250
273	ACF INDUSTRIES	ETCX	000921	HC	HOPPER	LO	5250
274	ACF INDUSTRIES	ETCX	000922	HC	HOPPER	LO	5250
275	ACF INDUSTRIES	ETCX	000924	HC	HOPPER	LO	5250
276	ACF INDUSTRIES	ETCX	000925	HC	HOPPER	LO	5250
277	ACF INDUSTRIES	ETCX	000926	HC	HOPPER	LO	5250
278	ACF INDUSTRIES	ETCX	000927	HC	HOPPER	LO	5250
279	ACF INDUSTRIES	ETCX	000928	HC	HOPPER	LO	5250
280	ACF INDUSTRIES	ETCX	000929	HC	HOPPER	LO	5250
281	ACF INDUSTRIES	ETCX	000930	HC	HOPPER	LO	5250
282	ACF INDUSTRIES	ETCX	000931	HC	HOPPER	LO	5250
283	ACF INDUSTRIES	ETCX	000932	HC	HOPPER	LO	5250
284	ACF INDUSTRIES	ETCX	000933	HC	HOPPER	LO	5250
285	ACF INDUSTRIES	ETCX	000934	HC	HOPPER	LO	5250
286	ACF INDUSTRIES	ETCX	000935	HC	HOPPER	LO	5250
287	ACF INDUSTRIES	ETCX	000936	HC	HOPPER	LO	5250
288	ACF INDUSTRIES	ETCX	000937	HC	HOPPER	LO	5250
289	ACF INDUSTRIES	ETCX	000938	HC	HOPPER	LO	5250
290	ACF INDUSTRIES	ETCX	000939	HC	HOPPER	LO	5250
291	ACF INDUSTRIES	ETCX	000940	HC	HOPPER	LO	5250
292	ACF INDUSTRIES	ETCX	000941	HC	HOPPER	LO	5250
293	ACF INDUSTRIES	ETCX	000942	HC	HOPPER	LO	5250
294	ACF INDUSTRIES	ETCX	000943	HC	HOPPER	LO	5250
295	ACF INDUSTRIES	ETCX	000944	HC	HOPPER	LO	5250
296	ACF INDUSTRIES	ETCX	000945	HC	HOPPER	LO	5250
297	ACF INDUSTRIES	ETCX	000946	HC	HOPPER	LO	5250
298	ACF INDUSTRIES	ETCX	000947	HC	HOPPER	LO	5250
299	ACF INDUSTRIES	ETCX	000948	HC	HOPPER	LO	5250
300	ACF INDUSTRIES	ETCX	000949	HC	HOPPER	LO	5250
301	ACF INDUSTRIES	ETCX	000950	HC	HOPPER	LO	5250
302	ACF INDUSTRIES	ETCX	000951	HC	HOPPER	LO	5250
303	ACF INDUSTRIES	ETCX	000952	HC	HOPPER	LO	5250
304	ACF INDUSTRIES	ETCX	000953	HC	HOPPER	LO	5250
305	ACF INDUSTRIES	ETCX	000954	HC	HOPPER	LO	5250
306	ACF INDUSTRIES	ETCX	000955	HC	HOPPER	LO	5250
307	ACF INDUSTRIES	ETCX	000956	HC	HOPPER	LO	5250
308	ACF INDUSTRIES	ETCX	000957	HC	HOPPER	LO	5250
309	ACF INDUSTRIES	ETCX	000958	HC	HOPPER	LO	5250

	MANUFACTURER	CAR NUMBER			CAR TYPE		CAPACITY
310	ACF INDUSTRIES	ETCX	000959	HC	HOPPER	LO	5250
311	ACF INDUSTRIES	ETCX	000960	HC	HOPPER	LO	5250
312	ACF INDUSTRIES	ETCX	000961	HC	HOPPER	LO	5250
313	ACF INDUSTRIES	ETCX	000962	HC	HOPPER	LO	5250
314	ACF INDUSTRIES	ETCX	000963	HC	HOPPER	LO	5250
315	ACF INDUSTRIES	ETCX	000964	HC	HOPPER	LO	5250
316	ACF INDUSTRIES	ETCX	000965	HC	HOPPER	LO	5250
317	ACF INDUSTRIES	ETCX	000967	HC	HOPPER	LO	5250
318	ACF INDUSTRIES	ETCX	000968	HC	HOPPER	LO	5250
319	ACF INDUSTRIES	ETCX	000970	HC	HOPPER	LO	5250
320	ACF INDUSTRIES	ETCX	000971	HC	HOPPER	LO	5250
321	ACF INDUSTRIES	ETCX	000972	HC	HOPPER	LO	5250
322	ACF INDUSTRIES	ETCX	000973	HC	HOPPER	LO	5250
323	ACF INDUSTRIES	ETCX	000974	HC	HOPPER	LO	5250
324	ACF INDUSTRIES	ETCX	000976	HC	HOPPER	LO	5250
325	ACF INDUSTRIES	ETCX	000977	HC	HOPPER	LO	5250
326	ACF INDUSTRIES	ETCX	000978	HC	HOPPER	LO	5250
327	ACF INDUSTRIES	ETCX	000980	HC	HOPPER	LO	5250
328	ACF INDUSTRIES	ETCX	000981	HC	HOPPER	LO	5250
329	ACF INDUSTRIES	ETCX	000982	HC	HOPPER	LO	5250
330	ACF INDUSTRIES	ETCX	000983	HC	HOPPER	LO	5250
331	ACF INDUSTRIES	ETCX	000984	HC	HOPPER	LO	5250
332	ACF INDUSTRIES	ETCX	000985	HC	HOPPER	LO	5250
333	ACF INDUSTRIES	ETCX	000986	HC	HOPPER	LO	5250
334	ACF INDUSTRIES	ETCX	000987	HC	HOPPER	LO	5250
335	ACF INDUSTRIES	ETCX	000988	HC	HOPPER	LO	5250
336	ACF INDUSTRIES	ETCX	000990	HC	HOPPER	LO	5250
337	ACF INDUSTRIES	ETCX	000991	HC	HOPPER	LO	5250
338	ACF INDUSTRIES	ETCX	000992	HC	HOPPER	LO	5250
339	ACF INDUSTRIES	ETCX	000993	HC	HOPPER	LO	5250
340	ACF INDUSTRIES	ETCX	000994	HC	HOPPER	LO	5250
341	ACF INDUSTRIES	ETCX	000995	HC	HOPPER	LO	5250
342	ACF INDUSTRIES	ETCX	000996	HC	HOPPER	LO	5250
343	ACF INDUSTRIES	ETCX	000997	HC	HOPPER	LO	5250
344	ACF INDUSTRIES	ETCX	000998	HC	HOPPER	LO	5250
345	ACF INDUSTRIES	ETCX	000999	HC	HOPPER	LO	5250
346	ACF INDUSTRIES	ETCX	001002	HC	HOPPER	LO	5250
347	ACF INDUSTRIES	ETCX	001003	HC	HOPPER	LO	5250
348	ACF INDUSTRIES	ETCX	001004	HC	HOPPER	LO	5250
349	ACF INDUSTRIES	ETCX	001008	HC	HOPPER	LO	5250
350	ACF INDUSTRIES	ETCX	001009	HC	HOPPER	LO	5250
351	ACF INDUSTRIES	ETCX	001010	HC	HOPPER	LO	5250
352	ACF INDUSTRIES	ETCX	001011	HC	HOPPER	LO	5250
353	ACF INDUSTRIES	ETCX	001013	HC	HOPPER	LO	5250
354	ACF INDUSTRIES	ETCX	001014	HC	HOPPER	LO	5250

	MANUFACTURER	CAR NUMBER			CAR TYPE		CAPACITY
355	ACF INDUSTRIES	ETCX	001015	HC	HOPPER	LO	5250
356	ACF INDUSTRIES	ETCX	001016	HC	HOPPER	LO	5250
357	ACF INDUSTRIES	ETCX	001017	HC	HOPPER	LO	5250
358	ACF INDUSTRIES	ETCX	001018	HC	HOPPER	LO	5250
359	ACF INDUSTRIES	ETCX	001019	HC	HOPPER	LO	5250
360	ACF INDUSTRIES	ETCX	001020	HC	HOPPER	LO	5250
361	ACF INDUSTRIES	ETCX	001021	HC	HOPPER	LO	5250
362	ACF INDUSTRIES	ETCX	000795	HC	HOPPER	LO	5250
363	ACF INDUSTRIES	ETCX	000796	HC	HOPPER	LO	5250
364	ACF INDUSTRIES	ETCX	000798	HC	HOPPER	LO	5250
365	ACF INDUSTRIES	ETCX	000799	HC	HOPPER	LO	5250
366	ACF INDUSTRIES	ETCX	020051	ST	111A100	W1	20000
367	ACF INDUSTRIES	ETCX	020052	ST	111A100	W1	20000
368	ACF INDUSTRIES	ETCX	020053	ST	111A100	W1	20000
369	ACF INDUSTRIES	ETCX	020054	ST	111A100	W1	20000
370	ACF INDUSTRIES	ETCX	020055	ST	111A100	W1	20000
371	ACF INDUSTRIES	ETCX	020056	ST	111A100	W1	20000
372	ACF INDUSTRIES	ETCX	020057	ST	111A100	W1	20000
373	ACF INDUSTRIES	ETCX	020058	ST	111A100	W1	20000
374	ACF INDUSTRIES	ETCX	020059	ST	111A100	W1	20000
375	ACF INDUSTRIES	ETCX	020060	ST	111A100	W1	20000
376	ACF INDUSTRIES	ETCX	020064	ST	111A100	W1	20000
377	ACF INDUSTRIES	ETCX	020065	ST	111A100	W1	20000
378	ACF INDUSTRIES	ETCX	020066	ST	111A100	W1	20000
379	ACF INDUSTRIES	ETCX	020067	ST	111A100	W1	20000
380	ACF INDUSTRIES	ETCX	020068	ST	111A100	W1	20000
381	ACF INDUSTRIES	ETCX	020072	ST	111A100	W1	20000
382	ACF INDUSTRIES	ETCX	020074	ST	111A100	W1	20000
383	ACF INDUSTRIES	ETCX	020132	ST	111A100	W1	20000
384	ACF INDUSTRIES	ETCX	000793	HC	HOPPER	LO	5250
385	ACF INDUSTRIES	ETCX	000794	HC	HOPPER	LO	5250
386	ACF INDUSTRIES	ETCX	000797	HC	HOPPER	LO	5250
387	ACF INDUSTRIES	ETCX	020069	ST	111A100	W1	20000
388	ACF INDUSTRIES	ETCX	020071	ST	111A100	W1	20000
389	ACF INDUSTRIES	ETCX	020075	ST	111A100	W1	20000
390	ACF INDUSTRIES	ETCX	020061	ST	111A100	W1	20000
391	ACF INDUSTRIES	ETCX	020076	ST	111A100	W1	20000
392	ACF INDUSTRIES	ETCX	020079	ST	111A100	W1	20000
393	ACF INDUSTRIES	ETCX	020080	ST	111A100	W1	20000
394	ACF INDUSTRIES	ETCX	020081	ST	111A100	W1	20000
395	ACF INDUSTRIES	ETCX	020082	ST	111A100	W1	20000
396	ACF INDUSTRIES	ETCX	020086	ST	111A100	W1	20000
397	ACF INDUSTRIES	ETCX	020087	ST	111A100	W1	20000
398	ACF INDUSTRIES	ETCX	020088	ST	111A100	W1	20000
399	ACF INDUSTRIES	ETCX	020089	ST	111A100	W1	20000

	MANUFACTURER	CAR NUMBER			CAR TYPE		CAPACITY
400	ACF INDUSTRIES	ETCX	020091	ST	111A100	W1	20000
401	ACF INDUSTRIES	ETCX	020092	ST	111A100	W1	20000
402	ACF INDUSTRIES	ETCX	020098	ST	111A100	W1	20000
403	ACF INDUSTRIES	ETCX	005489	HC	HOPPER	LO	5250
404	ACF INDUSTRIES	ETCX	005492	HC	HOPPER	LO	5250
405	ACF INDUSTRIES	ETCX	005493	HC	HOPPER	LO	5250
406	ACF INDUSTRIES	ETCX	005495	HC	HOPPER	LO	5250
407	ACF INDUSTRIES	ETCX	005496	HC	HOPPER	LO	5250
408	ACF INDUSTRIES	ETCX	020078	ST	111A100	W1	20000
409	ACF INDUSTRIES	ETCX	020090	ST	111A100	W1	20000
410	ACF INDUSTRIES	ETCX	020093	ST	111A100	W1	20000
411	ACF INDUSTRIES	ETCX	020096	ST	111A100	W1	20000
412	ACF INDUSTRIES	ETCX	020097	ST	111A100	W1	20000
413	ACF INDUSTRIES	ETCX	020099	ST	111A100	W1	20000
414	ACF INDUSTRIES	ETCX	020100	ST	111A100	W1	20000
415	ACF INDUSTRIES	ETCX	020105	ST	111A100	W1	20000
416	ACF INDUSTRIES	ETCX	020106	ST	111A100	W1	20000
417	ACF INDUSTRIES	ETCX	020108	ST	111A100	W1	20000
418	ACF INDUSTRIES	ETCX	020110	ST	111A100	W1	20000
419	ACF INDUSTRIES	ETCX	020111	ST	111A100	W1	20000
420	ACF INDUSTRIES	ETCX	020112	ST	111A100	W1	20000
421	ACF INDUSTRIES	ETCX	020113	ST	111A100	W1	20000
422	ACF INDUSTRIES	ETCX	020114	ST	111A100	W1	20000
423	ACF INDUSTRIES	ETCX	020115	ST	111A100	W1	20000
424	ACF INDUSTRIES	ETCX	020116	ST	111A100	W1	20000
425	ACF INDUSTRIES	ETCX	020117	ST	111A100	W1	20000
426	ACF INDUSTRIES	ETCX	020118	ST	111A100	W1	20000
427	ACF INDUSTRIES	ETCX	020119	ST	111A100	W1	20000
428	ACF INDUSTRIES	ETCX	020120	ST	111A100	W1	20000
429	ACF INDUSTRIES	ETCX	020122	ST	111A100	W1	20000
430	ACF INDUSTRIES	ETCX	005488	HC	HOPPER	LO	5250
431	ACF INDUSTRIES	ETCX	020084	ST	111A100	W1	20000
432	ACF INDUSTRIES	ETCX	020094	ST	111A100	W1	20000
433	ACF INDUSTRIES	ETCX	020095	ST	111A100	W1	20000
434	ACF INDUSTRIES	ETCX	020101	ST	111A100	W1	20000
435	ACF INDUSTRIES	ETCX	020102	ST	111A100	W1	20000
436	ACF INDUSTRIES	ETCX	020103	ST	111A100	W1	20000
437	ACF INDUSTRIES	ETCX	020107	ST	111A100	W1	20000
438	ACF INDUSTRIES	ETCX	020121	ST	111A100	W1	20000
439	ACF INDUSTRIES	ETCX	020124	ST	111A100	W1	20000
440	ACF INDUSTRIES	ETCX	020125	ST	111A100	W1	20000
441	ACF INDUSTRIES	ETCX	020126	ST	111A100	W1	20000
442	ACF INDUSTRIES	ETCX	020127	ST	111A100	W1	20000
443	ACF INDUSTRIES	ETCX	020128	ST	111A100	W1	20000
444	ACF INDUSTRIES	ETCX	020129	ST	111A100	W1	20000

	MANUFACTURER	CAR NUMBER			CAR TYPE		CAPACITY
445	ACF INDUSTRIES	ETCX	020130	ST	111A100	W1	20000
446	ACF INDUSTRIES	ETCX	020131	ST	111A100	W1	20000
447	ACF INDUSTRIES	ETCX	020133	ST	111A100	W1	20000
448	ACF INDUSTRIES	ETCX	020134	ST	111A100	W1	20000
449	ACF INDUSTRIES	ETCX	020135	ST	111A100	W1	20000
450	ACF INDUSTRIES	ETCX	020136	ST	111A100	W1	20000
451	ACF INDUSTRIES	ETCX	020137	ST	111A100	W1	20000
452	ACF INDUSTRIES	ETCX	020138	ST	111A100	W1	20000
453	ACF INDUSTRIES	ETCX	020139	ST	111A100	W1	20000
454	ACF INDUSTRIES	ETCX	020140	ST	111A100	W1	20000
455	ACF INDUSTRIES	ETCX	020141	ST	111A100	W1	20000
456	ACF INDUSTRIES	ETCX	020142	ST	111A100	W1	20000
457	ACF INDUSTRIES	ETCX	020143	ST	111A100	W1	20000
458	ACF INDUSTRIES	ETCX	020144	ST	111A100	W1	20000
459	ACF INDUSTRIES	ETCX	020145	ST	111A100	W1	20000
460	ACF INDUSTRIES	ETCX	020147	ST	111A100	W1	20000
461	ACF INDUSTRIES	ETCX	020148	ST	111A100	W1	20000
462	ACF INDUSTRIES	ETCX	020149	ST	111A100	W1	20000
463	ACF INDUSTRIES	ETCX	020150	ST	111A100	W1	20000
464	ACF INDUSTRIES	ETCX	020109	ST	111A100	W1	20000
465	ACF INDUSTRIES	ETCX	005444	HC	HOPPER	LO	5250
466	ACF INDUSTRIES	ETCX	005449	HC	HOPPER	LO	5250
467	ACF INDUSTRIES	ETCX	005455	HC	HOPPER	LO	5250
468	ACF INDUSTRIES	ETCX	005456	HC	HOPPER	LO	5250
469	ORTNER	ETCX	003800	CC	HTS COAL		3850
470	ORTNER	ETCX	003801	CC	HTS COAL		3850
471	ORTNER	ETCX	003802	CC	HTS COAL		3850
472	ORTNER	ETCX	003803	CC	HTS COAL		3850
473	ORTNER	ETCX	003804	CC	HTS COAL		3850
474	ACF INDUSTRIES	ETCX	005518	HC	HOPPER	LO	5250
475	ACF INDUSTRIES	ETCX	005521	HC	HOPPER	LO	5250
476	ACF INDUSTRIES	ETCX	005522	HC	HOPPER	LO	5250
477	ACF INDUSTRIES	ETCX	005547	HC	HOPPER	LO	5250
478	ACF INDUSTRIES	ETCX	005556	HC	HOPPER	LO	5250
479	ACF INDUSTRIES	ETCX	005573	HC	HOPPER	LO	5250
480	ACF INDUSTRIES	ETCX	005582	HC	HOPPER	LO	5250
481	ACF INDUSTRIES	ETCX	001022	HC	HOPPER	LO	5250
482	ACF INDUSTRIES	ETCX	001023	HC	HOPPER	LO	5250
483	ACF INDUSTRIES	ETCX	001024	HC	HOPPER	LO	5250
484	ACF INDUSTRIES	ETCX	001026	HC	HOPPER	LO	5250
485	ACF INDUSTRIES	ETCX	001027	HC	HOPPER	LO	5250
486	ACF INDUSTRIES	ETCX	001028	HC	HOPPER	LO	5250
487	ACF INDUSTRIES	ETCX	001029	HC	HOPPER	LO	5250
488	ACF INDUSTRIES	ETCX	001030	HC	HOPPER	LO	5250
489	ACF INDUSTRIES	ETCX	001031	HC	HOPPER	LO	5250

	MANUFACTURER	CAR NUMBER			CAR TYPE		CAPACITY
490	ACF INDUSTRIES	ETCX	001032	HC	HOPPER	LO	5250
491	ACF INDUSTRIES	ETCX	001033	HC	HOPPER	LO	5250
492	ACF INDUSTRIES	ETCX	001034	HC	HOPPER	LO	5250
493	ACF INDUSTRIES	ETCX	001035	HC	HOPPER	LO	5250
494	ACF INDUSTRIES	ETCX	001036	HC	HOPPER	LO	5250
495	ACF INDUSTRIES	ETCX	001037	HC	HOPPER	LO	5250
496	ACF INDUSTRIES	ETCX	001038	HC	HOPPER	LO	5250
497	ACF INDUSTRIES	ETCX	001039	HC	HOPPER	LO	5250
498	ACF INDUSTRIES	ETCX	001040	HC	HOPPER	LO	5250
499	ACF INDUSTRIES	ETCX	001041	HC	HOPPER	LO	5250
500	ACF INDUSTRIES	ETCX	001042	HC	HOPPER	LO	5250
501	ACF INDUSTRIES	ETCX	001043	HC	HOPPER	LO	5250
502	ACF INDUSTRIES	ETCX	001044	HC	HOPPER	LO	5250
503	ACF INDUSTRIES	ETCX	001046	HC	HOPPER	LO	5250
504	ACF INDUSTRIES	ETCX	001047	HC	HOPPER	LO	5250
505	ACF INDUSTRIES	ETCX	001048	HC	HOPPER	LO	5250
506	ACF INDUSTRIES	ETCX	001049	HC	HOPPER	LO	5250
507	ACF INDUSTRIES	ETCX	001050	HC	HOPPER	LO	5250
508	ACF INDUSTRIES	ETCX	001051	HC	HOPPER	LO	5250
509	ACF INDUSTRIES	ETCX	001052	HC	HOPPER	LO	5250
510	ACF INDUSTRIES	ETCX	001053	HC	HOPPER	LO	5250
511	ACF INDUSTRIES	ETCX	001054	HC	HOPPER	LO	5250
512	ACF INDUSTRIES	ETCX	001055	HC	HOPPER	LO	5250
513	ACF INDUSTRIES	ETCX	001056	HC	HOPPER	LO	5250
514	ACF INDUSTRIES	ETCX	001057	HC	HOPPER	LO	5250
515	ACF INDUSTRIES	ETCX	001058	HC	HOPPER	LO	5250
516	ACF INDUSTRIES	ETCX	001059	HC	HOPPER	LO	5250
517	ACF INDUSTRIES	ETCX	001060	HC	HOPPER	LO	5250
518	ACF INDUSTRIES	ETCX	001063	HC	HOPPER	LO	5250
519	ACF INDUSTRIES	ETCX	001066	HC	HOPPER	LO	5250
520	ACF INDUSTRIES	ETCX	001069	HC	HOPPER	LO	5250
521	ACF INDUSTRIES	ETCX	001070	HC	HOPPER	LO	5250
522	ACF INDUSTRIES	ETCX	001061	HC	HOPPER	LO	5250
523	ACF INDUSTRIES	ETCX	001062	HC	HOPPER	LO	5250
524	ACF INDUSTRIES	ETCX	001064	HC	HOPPER	LO	5250
525	ACF INDUSTRIES	ETCX	001065	HC	HOPPER	LO	5250
526	ACF INDUSTRIES	ETCX	001067	HC	HOPPER	LO	5250
527	ACF INDUSTRIES	ETCX	001068	HC	HOPPER	LO	5250
528	ACF INDUSTRIES	ETCX	001071	HC	HOPPER	LO	5250
529	ORTNER	ETCX	003805	CC	HTS COAL		3850
530	ORTNER	ETCX	003806	CC	HTS COAL		3850
531	ORTNER	ETCX	003807	CC	HTS COAL		3850
532	ORTNER	ETCX	003808	CC	HTS COAL		3850
533	ORTNER	ETCX	003809	CC	HTS COAL		3850
534	ORTNER	ETCX	003810	CC	HTS COAL		3850

	MANUFACTURER	CAR NUMBER			CAR TYPE		CAPACITY
535	ORTNER	ETCX	003811	CC	HTS COAL		3850
536	ORTNER	ETCX	003812	CC	HTS COAL		3850
537	ORTNER	ETCX	003813	CC	HTS COAL		3850
538	ORTNER	ETCX	003814	CC	HTS COAL		3850
539	ORTNER	ETCX	003815	CC	HTS COAL		3850
540	ORTNER	ETCX	003816	CC	HTS COAL		3850
541	ORTNER	ETCX	003817	CC	HTS COAL		3850
542	ORTNER	ETCX	003818	CC	HTS COAL		3850
543	ORTNER	ETCX	003819	CC	HTS COAL		3850
544	ORTNER	ETCX	003820	CC	HTS COAL		3850
545	ORTNER	ETCX	003821	CC	HTS COAL		3850
546	ORTNER	ETCX	003822	CC	HTS COAL		3850
547	ORTNER	ETCX	003823	CC	HTS COAL		3850
548	ORTNER	ETCX	003824	CC	HTS COAL		3850
549	ORTNER	ETCX	003825	CC	HTS COAL		3850
550	ACF INDUSTRIES	ETCX	029000	ST	111A100	W1	29000
551	ACF INDUSTRIES	ETCX	029001	ST	111A100	W1	29000
552	ACF INDUSTRIES	ETCX	029002	ST	111A100	W1	29000
553	ACF INDUSTRIES	ETCX	029003	ST	111A100	W1	29000
554	ACF INDUSTRIES	ETCX	029004	ST	111A100	W1	29000
555	ACF INDUSTRIES	ETCX	029005	ST	111A100	W1	29000
556	ACF INDUSTRIES	ETCX	029006	ST	111A100	W1	29000
557	ACF INDUSTRIES	ETCX	029007	ST	111A100	W1	29000
558	ACF INDUSTRIES	ETCX	029008	ST	111A100	W1	29000
559	ACF INDUSTRIES	ETCX	029009	ST	111A100	W1	29000
560	ACF INDUSTRIES	ETCX	029010	ST	111A100	W1	29000
561	ACF INDUSTRIES	ETCX	029011	ST	111A100	W1	29000
562	ACF INDUSTRIES	ETCX	029012	ST	111A100	W1	29000
563	ACF INDUSTRIES	ETCX	029013	ST	111A100	W1	29000
564	ACF INDUSTRIES	ETCX	029014	ST	111A100	W1	29000
565	ACF INDUSTRIES	ETCX	029015	ST	111A100	W1	29000
566	ACF INDUSTRIES	ETCX	029016	ST	111A100	W1	29000
567	ACF INDUSTRIES	ETCX	029017	ST	111A100	W1	29000
568	ACF INDUSTRIES	ETCX	029019	ST	111A100	W1	29000
569	ACF INDUSTRIES	ETCX	029020	ST	111A100	W1	29000
570	ACF INDUSTRIES	ETCX	029021	ST	111A100	W1	29000
571	ACF INDUSTRIES	ETCX	029022	ST	111A100	W1	29000
572	ACF INDUSTRIES	ETCX	029024	ST	111A100	W1	29000
573	ORTNER	ETCX	003826	CC	HTS COAL		3850
574	ORTNER	ETCX	003827	CC	HTS COAL		3850
575	ORTNER	ETCX	003828	CC	HTS COAL		3850
576	ORTNER	ETCX	003829	CC	HTS COAL		3850
577	ORTNER	ETCX	003830	CC	HTS COAL		3850
578	ORTNER	ETCX	003831	CC	HTS COAL		3850
579	ORTNER	ETCX	003832	CC	HTS COAL		3850

	MANUFACTURER	CAR NUMBER			CAR TYPE		CAPACITY
580	ORTNER	ETCX	003833	CC	HTS COAL		3850
581	ORTNER	ETCX	003834	CC	HTS COAL		3850
582	ORTNER	ETCX	003835	CC	HTS COAL		3850
583	ORTNER	ETCX	003836	CC	HTS COAL		3850
584	ORTNER	ETCX	003837	CC	HTS COAL		3850
585	ORTNER	ETCX	003838	CC	HTS COAL		3850
586	ACF INDUSTRIES	ETCX	029018	ST	111A100	W1	29000
587	ACF INDUSTRIES	ETCX	029023	ST	111A100	W1	29000
588	ACF INDUSTRIES	ETCX	029026	ST	111A100	W1	29000
589	ACF INDUSTRIES	ETCX	029028	ST	111A100	W1	29000
590	ACF INDUSTRIES	ETCX	029029	ST	111A100	W1	29000
591	ACF INDUSTRIES	ETCX	029031	ST	111A100	W1	29000
592	ACF INDUSTRIES	ETCX	029032	ST	111A100	W1	29000
593	ACF INDUSTRIES	ETCX	029033	ST	111A100	W1	29000
594	ACF INDUSTRIES	ETCX	029035	ST	111A100	W1	29000
595	ACF INDUSTRIES	ETCX	029036	ST	111A100	W1	29000
596	ACF INDUSTRIES	ETCX	029037	ST	111A100	W1	29000
597	ACF INDUSTRIES	ETCX	029038	ST	111A100	W1	29000
598	ACF INDUSTRIES	ETCX	029039	ST	111A100	W1	29000
599	ACF INDUSTRIES	ETCX	029040	ST	111A100	W1	29000
600	ACF INDUSTRIES	ETCX	029041	ST	111A100	W1	29000
601	ACF INDUSTRIES	ETCX	029043	ST	111A100	W1	29000
602	ACF INDUSTRIES	ETCX	029044	ST	111A100	W1	29000
603	ACF INDUSTRIES	ETCX	029045	ST	111A100	W1	29000
604	ACF INDUSTRIES	ETCX	029047	ST	111A100	W1	29000
605	ACF INDUSTRIES	ETCX	029048	ST	111A100	W1	29000
606	ACF INDUSTRIES	ETCX	029049	ST	111A100	W1	29000
607	ACF INDUSTRIES	ETCX	029050	ST	111A100	W1	29000
608	ACF INDUSTRIES	ETCX	029051	ST	111A100	W1	29000
609	ORTNER	ETCX	003839	CC	HTS COAL		3850
610	ACF INDUSTRIES	ETCX	029025	ST	111A100	W1	29000
611	ACF INDUSTRIES	ETCX	029030	ST	111A100	W1	29000
612	ACF INDUSTRIES	ETCX	005597	HC	HOPPER	LO	5250
613	ACF INDUSTRIES	ETCX	005601	HC	HOPPER	LO	5250
614	ACF INDUSTRIES	ETCX	005602	HC	HOPPER	LO	5250
615	ACF INDUSTRIES	ETCX	005603	HC	HOPPER	LO	5250
616	ACF INDUSTRIES	ETCX	005604	HC	HOPPER	LO	5250
617	ACF INDUSTRIES	ETCX	005605	HC	HOPPER	LO	5250
618	ACF INDUSTRIES	ETCX	005612	HC	HOPPER	LO	5250
619	ACF INDUSTRIES	ETCX	005613	HC	HOPPER	LO	5250
620	ACF INDUSTRIES	ETCX	005618	HC	HOPPER	LO	5250
621	ACF INDUSTRIES	ETCX	029053	ST	111A100	W1	29000
622	ACF INDUSTRIES	ETCX	029054	ST	111A100	W1	29000
623	ACF INDUSTRIES	ETCX	029055	ST	111A100	W1	29000
624	ACF INDUSTRIES	ETCX	029056	ST	111A100	W1	29000

	MANUFACTURER	CAR NUMBER			CAR TYPE		CAPACITY
625	ACF INDUSTRIES	ETCX	029057	ST	111A100	W1	29000
626	ACF INDUSTRIES	ETCX	005598	HC	HOPPER	LO	5250
627	ACF INDUSTRIES	ETCX	005599	HC	HOPPER	LO	5250
628	ACF INDUSTRIES	ETCX	005600	HC	HOPPER	LO	5250
629	ACF INDUSTRIES	ETCX	005606	HC	HOPPER	LO	5250
630	ACF INDUSTRIES	ETCX	005607	HC	HOPPER	LO	5250
631	ACF INDUSTRIES	ETCX	005608	HC	HOPPER	LO	5250
632	ACF INDUSTRIES	ETCX	005609	HC	HOPPER	LO	5250
633	ACF INDUSTRIES	ETCX	005610	HC	HOPPER	LO	5250
634	ACF INDUSTRIES	ETCX	005611	HC	HOPPER	LO	5250
635	ACF INDUSTRIES	ETCX	005614	HC	HOPPER	LO	5250
636	ACF INDUSTRIES	ETCX	005615	HC	HOPPER	LO	5250
637	ACF INDUSTRIES	ETCX	005616	HC	HOPPER	LO	5250
638	ACF INDUSTRIES	ETCX	005617	HC	HOPPER	LO	5250
639	ACF INDUSTRIES	ETCX	005619	HC	HOPPER	LO	5250
640	ACF INDUSTRIES	ETCX	005620	HC	HOPPER	LO	5250
641	ACF INDUSTRIES	ETCX	005621	HC	HOPPER	LO	5250
642	ACF INDUSTRIES	ETCX	005622	HC	HOPPER	LO	5250
643	ACF INDUSTRIES	ETCX	005623	HC	HOPPER	LO	5250
644	ACF INDUSTRIES	ETCX	005624	HC	HOPPER	LO	5250
645	ACF INDUSTRIES	ETCX	005625	HC	HOPPER	LO	5250
646	ACF INDUSTRIES	ETCX	005626	HC	HOPPER	LO	5250
647	ACF INDUSTRIES	ETCX	005627	HC	HOPPER	LO	5250
648	ACF INDUSTRIES	ETCX	005628	HC	HOPPER	LO	5250
649	ACF INDUSTRIES	ETCX	005629	HC	HOPPER	LO	5250
650	ACF INDUSTRIES	ETCX	005630	HC	HOPPER	LO	5250
651	ACF INDUSTRIES	ETCX	005631	HC	HOPPER	LO	5250
652	ACF INDUSTRIES	ETCX	005632	HC	HOPPER	LO	5250
653	ACF INDUSTRIES	ETCX	005633	HC	HOPPER	LO	5250
654	ACF INDUSTRIES	ETCX	005634	HC	HOPPER	LO	5250
655	ACF INDUSTRIES	ETCX	005635	HC	HOPPER	LO	5250
656	ACF INDUSTRIES	ETCX	005636	HC	HOPPER	LO	5250
657	ACF INDUSTRIES	ETCX	005637	HC	HOPPER	LO	5250
658	ACF INDUSTRIES	ETCX	005638	HC	HOPPER	LO	5250
659	ACF INDUSTRIES	ETCX	005639	HC	HOPPER	LO	5250
660	ACF INDUSTRIES	ETCX	005640	HC	HOPPER	LO	5250
661	ACF INDUSTRIES	ETCX	005641	HC	HOPPER	LO	5250
662	ACF INDUSTRIES	ETCX	005642	HC	HOPPER	LO	5250
663	ACF INDUSTRIES	ETCX	005643	HC	HOPPER	LO	5250
664	ACF INDUSTRIES	ETCX	005644	HC	HOPPER	LO	5250
665	ACF INDUSTRIES	ETCX	005645	HC	HOPPER	LO	5250
666	ACF INDUSTRIES	ETCX	005646	HC	HOPPER	LO	5250
667	ACF INDUSTRIES	ETCX	005647	HC	HOPPER	LO	5250
668	ACF INDUSTRIES	ETCX	005648	HC	HOPPER	LO	5250
669	ACF INDUSTRIES	ETCX	005649	HC	HOPPER	LO	5250

	MANUFACTURER	CAR NUMBER			CAR TYPE		CAPACITY
670	ACF INDUSTRIES	ETCX	005650	HC	HOPPER	LO	5250
671	ACF INDUSTRIES	ETCX	005651	HC	HOPPER	LO	5250
672	ACF INDUSTRIES	ETCX	005652	HC	HOPPER	LO	5250
673	ACF INDUSTRIES	ETCX	005653	HC	HOPPER	LO	5250
674	ACF INDUSTRIES	ETCX	005654	HC	HOPPER	LO	5250
675	ACF INDUSTRIES	ETCX	005655	HC	HOPPER	LO	5250
676	ACF INDUSTRIES	ETCX	005656	HC	HOPPER	LO	5250
677	ACF INDUSTRIES	ETCX	005657	HC	HOPPER	LO	5250
678	ACF INDUSTRIES	ETCX	005658	HC	HOPPER	LO	5250
679	ACF INDUSTRIES	ETCX	005659	HC	HOPPER	LO	5250
680	ACF INDUSTRIES	ETCX	005660	HC	HOPPER	LO	5250
681	ACF INDUSTRIES	ETCX	005661	HC	HOPPER	LO	5250
682	ACF INDUSTRIES	ETCX	005662	HC	HOPPER	LO	5250
683	ACF INDUSTRIES	ETCX	005663	HC	HOPPER	LO	5250
684	ACF INDUSTRIES	ETCX	005664	HC	HOPPER	LO	5250
685	ACF INDUSTRIES	ETCX	005665	HC	HOPPER	LO	5250
686	ACF INDUSTRIES	ETCX	005666	HC	HOPPER	LO	5250
687	ACF INDUSTRIES	ETCX	005667	HC	HOPPER	LO	5250
688	ACF INDUSTRIES	ETCX	005668	HC	HOPPER	LO	5250
689	ACF INDUSTRIES	ETCX	005669	HC	HOPPER	LO	5250
690	ACF INDUSTRIES	ETCX	005670	HC	HOPPER	LO	5250
691	ACF INDUSTRIES	ETCX	005671	HC	HOPPER	LO	5250
692	ACF INDUSTRIES	ETCX	005672	HC	HOPPER	LO	5250
693	ACF INDUSTRIES	ETCX	005673	HC	HOPPER	LO	5250
694	ACF INDUSTRIES	ETCX	005674	HC	HOPPER	LO	5250
695	ACF INDUSTRIES	ETCX	005675	HC	HOPPER	LO	5250
696	ACF INDUSTRIES	ETCX	005676	HC	HOPPER	LO	5250
697	ACF INDUSTRIES	ETCX	005677	HC	HOPPER	LO	5250
698	ACF INDUSTRIES	ETCX	005678	HC	HOPPER	LO	5250
699	ACF INDUSTRIES	ETCX	005679	HC	HOPPER	LO	5250
700	ACF INDUSTRIES	ETCX	005680	HC	HOPPER	LO	5250
701	ACF INDUSTRIES	ETCX	005681	HC	HOPPER	LO	5250
702	ACF INDUSTRIES	ETCX	005682	HC	HOPPER	LO	5250
703	ACF INDUSTRIES	ETCX	005683	HC	HOPPER	LO	5250
704	ACF INDUSTRIES	ETCX	005684	HC	HOPPER	LO	5250
705	ACF INDUSTRIES	ETCX	005685	HC	HOPPER	LO	5250
706	ACF INDUSTRIES	ETCX	005686	HC	HOPPER	LO	5250
707	ACF INDUSTRIES	ETCX	005687	HC	HOPPER	LO	5250
708	ACF INDUSTRIES	ETCX	005688	HC	HOPPER	LO	5250
709	ACF INDUSTRIES	ETCX	005689	HC	HOPPER	LO	5250
710	ACF INDUSTRIES	ETCX	005690	HC	HOPPER	LO	5250
711	ACF INDUSTRIES	ETCX	005691	HC	HOPPER	LO	5250
712	ACF INDUSTRIES	ETCX	005692	HC	HOPPER	LO	5250
713	ACF INDUSTRIES	ETCX	005693	HC	HOPPER	LO	5250
714	ACF INDUSTRIES	ETCX	005694	HC	HOPPER	LO	5250

	MANUFACTURER	CAR NUMBER		CAR TYPE	CAPACITY
715	ACF INDUSTRIES	ETCX 005695	HC	HOPPER LO	5250
716	ACF INDUSTRIES	ETCX 005696	HC	HOPPER LO	5250
717	ACF INDUSTRIES	ETCX 005697	HC	HOPPER LO	5250
718	ACF INDUSTRIES	ETCX 005701	HC	HOPPER LO	5250
719	ACF INDUSTRIES	ETCX 005703	HC	HOPPER LO	5250
720	ACF INDUSTRIES	ETCX 005705	HC	HOPPER LO	5250
721	ACF INDUSTRIES	ETCX 005707	HC	HOPPER LO	5250
722	ACF INDUSTRIES	ETCX 005729	HC	HOPPER LO	5250
723	ACF INDUSTRIES	ETCX 005709	HC	HOPPER LO	5250
724	ACF INDUSTRIES	ETCX 005716	HC	HOPPER LO	5250
725	ACF INDUSTRIES	ETCX 005721	HC	HOPPER LO	5250
726	ACF INDUSTRIES	ETCX 005724	HC	HOPPER LO	5250
727	ACF INDUSTRIES	ETCX 005725	HC	HOPPER LO	5250
728	ACF INDUSTRIES	ETCX 005728	HC	HOPPER LO	5250
729	ACF INDUSTRIES	ETCX 005730	HC	HOPPER LO	5250
730	ACF INDUSTRIES	ETCX 005731	HC	HOPPER LO	5250
731	ACF INDUSTRIES	ETCX 005732	HC	HOPPER LO	5250
732	ACF INDUSTRIES	ETCX 005733	HC	HOPPER LO	5250
733	ACF INDUSTRIES	ETCX 005735	HC	HOPPER LO	5250
734	ACF INDUSTRIES	ETCX 005738	HC	HOPPER LO	5250
735	ACF INDUSTRIES	ETCX 005747	HC	HOPPER LO	5250
736	ACF INDUSTRIES	ETCX 005753	HC	HOPPER LO	5250
737	ACF INDUSTRIES	ETCX 005761	HC	HOPPER LO	5250
738	ACF INDUSTRIES	ETCX 005762	HC	HOPPER LO	5250
739	ACF INDUSTRIES	ETCX 005764	HC	HOPPER LO	5250
740	ACF INDUSTRIES	ETCX 005774	HC	HOPPER LO	5250
741	ACF INDUSTRIES	ETCX 005778	HC	HOPPER LO	5250
742	ACF INDUSTRIES	ETCX 005781	HC	HOPPER LO	5250
743	ACF INDUSTRIES	ETCX 005784	HC	HOPPER LO	5250
744	ACF INDUSTRIES	ETCX 005787	HC	HOPPER LO	5250
745	ACF INDUSTRIES	ETCX 005790	HC	HOPPER LO	5250
746	ACF INDUSTRIES	ETCX 005792	HC	HOPPER LO	5250
747	ACF INDUSTRIES	ETCX 005794	HC	HOPPER LO	5250
748	ORTNER	ETCX 003840	CC	HTS COAL	3850
749	ORTNER	ETCX 003841	CC	HTS COAL	3850
750	ORTNER	ETCX 003842	CC	HTS COAL	3850
751	ORTNER	ETCX 003843	CC	HTS COAL	3850
752	ORTNER	ETCX 003844	CC	HTS COAL	3850
753	ORTNER	ETCX 003845	CC	HTS COAL	3850
754	ORTNER	ETCX 003846	CC	HTS COAL	3850
755	ORTNER	ETCX 003847	CC	HTS COAL	3850
756	ORTNER	ETCX 003848	CC	HTS COAL	3850
757	ORTNER	ETCX 003849	CC	HTS COAL	3850
758	ORTNER	ETCX 003850	CC	HTS COAL	3850
759	ORTNER	ETCX 003851	CC	HTS COAL	3850

ADDENDUM A TO SCHEDULE 802
Equipment List

This schedule is attached to and made a part of Equipment Lease Schedule 802 dated as of September 18, 1992 to Master Equipment Lease Agreement No. 0057059 dated as of September 18, 1992 between Pitney Bowes Credit Corporation as Lessor and the undersigned Lessee.

	MANUFACTURER	CAR NUMBER			CAR TYPE		CAPACITY
1	UNION TANK	ETCX	029058	ST	111A100	W1	29000
2	UNION TANK	ETCX	029059	ST	111A100	W1	29000
3	UNION TANK	ETCX	029060	ST	111A100	W1	29000
4	UNION TANK	ETCX	029061	ST	111A100	W1	29000
5	UNION TANK	ETCX	029063	ST	111A100	W1	29000
6	UNION TANK	ETCX	029064	ST	111A100	W1	29000
7	UNION TANK	ETCX	029065	ST	111A100	W1	29000
8	UNION TANK	ETCX	029066	ST	111A100	W1	29000
9	UNION TANK	ETCX	029068	ST	111A100	W1	29000
10	UNION TANK	ETCX	029069	ST	111A100	W1	29000
11	UNION TANK	ETCX	029070	ST	111A100	W1	29000
12	UNION TANK	ETCX	029071	ST	111A100	W1	29000
13	UNION TANK	ETCX	029072	ST	111A100	W1	29000
14	UNION TANK	ETCX	029074	ST	111A100	W1	29000
15	UNION TANK	ETCX	029075	ST	111A100	W1	29000
16	UNION TANK	ETCX	029076	ST	111A100	W1	29000
17	UNION TANK	ETCX	029079	ST	111A100	W1	29000
18	UNION TANK	ETCX	029062	ST	111A100	W1	29000
19	UNION TANK	ETCX	029067	ST	111A100	W1	29000
20	UNION TANK	ETCX	029073	ST	111A100	W1	29000
21	UNION TANK	ETCX	029077	ST	111A100	W1	29000
22	UNION TANK	ETCX	029078	ST	111A100	W1	29000
23	UNION TANK	ETCX	029080	ST	111A100	W1	29000
24	UNION TANK	ETCX	029081	ST	111A100	W1	29000
25	UNION TANK	ETCX	029082	ST	111A100	W1	29000
26	UNION TANK	ETCX	029083	ST	111A100	W1	29000
27	UNION TANK	ETCX	029084	ST	111A100	W1	29000
28	UNION TANK	ETCX	029085	ST	111A100	W1	29000
29	UNION TANK	ETCX	029086	ST	111A100	W1	29000
30	UNION TANK	ETCX	029087	ST	111A100	W1	29000
31	UNION TANK	ETCX	029089	ST	111A100	W1	29000
32	UNION TANK	ETCX	029090	ST	111A100	W1	29000
33	UNION TANK	ETCX	029091	ST	111A100	W1	29000
34	UNION TANK	ETCX	029092	ST	111A100	W1	29000
35	UNION TANK	ETCX	029094	ST	111A100	W1	29000
36	UNION TANK	ETCX	029095	ST	111A100	W1	29000
37	UNION TANK	ETCX	029096	ST	111A100	W1	29000
38	UNION TANK	ETCX	029097	ST	111A100	W1	29000
39	UNION TANK	ETCX	029098	ST	111A100	W1	29000

	MANUFACTURER	CAR NUMBER			CAR TYPE		CAPACITY
40	UNION TANK	ETCX	029099	ST	111A100	W1	29000
41	UNION TANK	ETCX	029100	ST	111A100	W1	29000
42	UNION TANK	ETCX	029101	ST	111A100	W1	29000
43	UNION TANK	ETCX	029103	ST	111A60A	LW	29000
44	UNION TANK	ETCX	029102	ST	111A100	W1	29000
45	UNION TANK	ETCX	029104	ST	111A100	W1	29000
46	UNION TANK	ETCX	029105	ST	111A100	W1	29000
47	UNION TANK	ETCX	029107	ST	111A100	W1	29000
48	UNION TANK	ETCX	029108	ST	111A100	W1	29000
49	TRINTY	ETCX	022000	ST	111A100	W1	22000
50	TRINTY	ETCX	022001	ST	111A100	W1	22000
51	TRINTY	ETCX	022002	ST	111A100	W1	22000
52	TRINTY	ETCX	022003	ST	111A100	W1	22000
53	TRINTY	ETCX	022004	ST	111A100	W1	22000
54	TRINTY	ETCX	022005	ST	111A100	W1	22000
55	TRINTY	ETCX	022006	ST	111A100	W1	22000
56	TRINTY	ETCX	022007	ST	111A100	W1	22000
57	TRINTY	ETCX	022008	ST	111A100	W1	22000
58	TRINTY	ETCX	022009	ST	111A100	W1	22000
59	TRINTY	ETCX	022010	ST	111A100	W1	22000
60	TRINTY	ETCX	022012	ST	111A100	W1	22000
61	TRINTY	ETCX	022013	ST	111A100	W1	22000
62	TRINTY	ETCX	022014	ST	111A100	W1	22000
63	TRINTY	ETCX	022016	ST	111A100	W1	22000
64	TRINTY	ETCX	022017	ST	111A100	W1	22000
65	TRINTY	ETCX	022019	ST	111A100	W1	22000
66	TRINTY	ETCX	022021	ST	111A100	W1	22000
67	TRINTY	ETCX	022018	ST	111A100	W1	22000
68	TRINTY	ETCX	022011	ST	111A100	W1	22000
69	TRINTY	ETCX	022015	ST	111A100	W1	22000
70	TRINTY	ETCX	022020	ST	111A100	W1	22000
71	UNION TANK	ETCX	022022	ST	111A100	W1	22000
72	UNION TANK	ETCX	022023	ST	111A100	W1	22000
73	UNION TANK	ETCX	022024	ST	111A100	W1	22000
74	UNION TANK	ETCX	022025	ST	111A100	W1	22000
75	UNION TANK	ETCX	022026	ST	111A100	W1	22000
76	UNION TANK	ETCX	022027	ST	111A100	W1	22000
77	UNION TANK	ETCX	022028	ST	111A100	W1	22000
78	UNION TANK	ETCX	022029	ST	111A100	W1	22000
79	UNION TANK	ETCX	022030	ST	111A100	W1	22000
80	UNION TANK	ETCX	022032	ST	111A100	W1	22000
81	UNION TANK	ETCX	022033	ST	111A100	W1	22000
82	UNION TANK	ETCX	022034	ST	111A100	W1	22000
83	UNION TANK	ETCX	022035	ST	111A100	W1	22000
84	UNION TANK	ETCX	022036	ST	111A100	W1	22000

	MANUFACTURER	CAR NUMBER			CAR TYPE		CAPACITY
85	UNION TANK	ETCX	022037	ST	111A100	W1	22000
86	UNION TANK	ETCX	022038	ST	111A100	W1	22000
87	UNION TANK	ETCX	022039	ST	111A100	W1	22000
88	UNION TANK	ETCX	022040	ST	111A100	W1	22000
89	UNION TANK	ETCX	022041	ST	111A100	W1	22000
90	UNION TANK	ETCX	022042	ST	111A100	W1	22000
91	UNION TANK	ETCX	022044	ST	111A100	W1	22000
92	UNION TANK	ETCX	022045	ST	111A100	W1	22000
93	TRINITY	ETCX	021000	SS	111A100	W6	21000
94	TRINITY	ETCX	021001	SS	111A100	W6	21000
95	TRINITY	ETCX	021002	SS	111A100	W6	21000
96	TRINITY	ETCX	021003	SS	111A100	W6	21000
97	TRINITY	ETCX	021004	SS	111A100	W6	21000
98	TRINITY	ETCX	021005	SS	111A100	W6	21000
99	TRINITY	ETCX	021006	SS	111A100	W6	21000
100	TRINITY	ETCX	021007	SS	111A100	W6	21000
101	TRINITY	ETCX	021008	SS	111A100	W6	21000
102	TRINITY	ETCX	021009	SS	111A100	W6	21000
103	TRINITY	ETCX	021010	SS	111A100	W6	21000
104	TRINITY	ETCX	021011	SS	111A100	W6	21000
105	TRINITY	ETCX	021012	SS	111A100	W6	21000
106	TRINITY	ETCX	021017	SS	111A100	W6	21000
107	TRINITY	ETCX	021022	SS	111A100	W6	21000
108	TRINITY	ETCX	021014	SS	111A100	W6	21000
109	TRINITY	ETCX	021015	SS	111A100	W6	21000
110	TRINITY	ETCX	021016	SS	111A100	W6	21000
111	TRINITY	ETCX	021018	SS	111A100	W6	21000
112	TRINITY	ETCX	021021	SS	111A100	W6	21000
113	TRINITY	ETCX	021025	SS	111A100	W6	21000
114	TRINITY	ETCX	021028	SS	111A100	W6	21000
115	TRINITY	ETCX	021029	SS	111A100	W6	21000
116	TRINITY	ETCX	021030	SS	111A100	W6	21000
117	TRINITY	ETCX	021031	SS	111A100	W6	21000
118	TRINITY	ETCX	021032	SS	111A100	W6	21000
119	TRINITY	ETCX	021035	SS	111A100	W6	21000
120	TRINITY	ETCX	021036	SS	111A100	W6	21000
121	TRINITY	ETCX	021038	SS	111A100	W6	21000
122	TRINITY	ETCX	021040	SS	111A100	W6	21000
123	TRINITY	ETCX	021042	SS	111A100	W6	21000
124	TRINITY	ETCX	021019	SS	111A100	W6	21000
125	TRINITY	ETCX	021023	SS	111A100	W6	21000
126	TRINITY	ETCX	021024	SS	111A100	W6	21000
127	TRINITY	ETCX	021026	SS	111A100	W6	21000
128	TRINITY	ETCX	021027	SS	111A100	W6	21000
129	TRINITY	ETCX	021033	SS	111A100	W6	21000

	MANUFACTURER	CAR NUMBER			CAR TYPE		CAPACITY
130	TRINITY	ETCX	021034	SS	111A100	W6	21000
131	TRINITY	ETCX	021039	SS	111A100	W6	21000
132	TRINITY	ETCX	021041	SS	111A100	W6	21000
133	TRINITY	ETCX	004000	ST	111A100	W1	20000
134	TRINITY	ETCX	004001	ST	111A100	W1	20000
135	TRINITY	ETCX	004002	ST	111A100	W1	20000
136	TRINITY	ETCX	004003	ST	111A100	W1	20000
137	TRINITY	ETCX	021043	SS	111A100	W6	21000
138	TRINITY	ETCX	021044	SS	111A100	W6	21000
139	TRINITY	ETCX	021045	SS	111A100	W6	21000
140	TRINITY	ETCX	021047	SS	111A100	W6	21000
141	TRINITY	ETCX	021048	SS	111A100	W6	21000
142	TRINITY	ETCX	021049	SS	111A100	W6	21000
143	TRINITY	ETCX	021050	SS	111A100	W6	21000
144	TRINITY	ETCX	021051	SS	111A100	W6	21000
145	TRINITY	ETCX	021052	SS	111A100	W6	21000
146	TRINITY	ETCX	021053	SS	111A100	W6	21000
147	TRINITY	ETCX	021055	SS	111A100	W6	21000
148	TRINITY	ETCX	021056	SS	111A100	W6	21000
149	TRINITY	ETCX	021057	SS	111A100	W6	21000
150	TRINITY	ETCX	021058	SS	111A100	W6	21000
151	TRINITY	ETCX	021059	SS	111A100	W6	21000
152	TRINITY	ETCX	021060	SS	111A100	W6	21000
153	TRINITY	ETCX	021061	SS	111A100	W6	21000
154	TRINITY	ETCX	021062	SS	111A100	W6	21000
155	TRINITY	ETCX	021063	SS	111A100	W6	21000
156	TRINITY	ETCX	004004	ST	111A100	W1	20000
157	UNION TANK	ETCX	021064	SS	111A100	W6	21000
158	UNION TANK	ETCX	021065	SS	111A100	W6	21000
159	UNION TANK	ETCX	021066	SS	111A100	W6	21000
160	UNION TANK	ETCX	021067	SS	111A100	W6	21000
161	UNION TANK	ETCX	021068	SS	111A100	W6	21000
162	UNION TANK	ETCX	021069	SS	111A100	W6	21000
163	UNION TANK	ETCX	021070	SS	111A100	W6	21000
164	UNION TANK	ETCX	021071	SS	111A100	W6	21000
165	UNION TANK	ETCX	021072	SS	111A100	W6	21000
166	UNION TANK	ETCX	021073	SS	111A100	W6	21000
167	UNION TANK	ETCX	021074	SS	111A100	W6	22000
168	UNION TANK	ETCX	021075	SS	111A100	W6	22000
169	UNION TANK	ETCX	021076	SS	111A100	W6	22000
170	UNION TANK	ETCX	021077	SS	111A100	W6	22000
171	UNION TANK	ETCX	021078	SS	111A100	W6	22000
172	UNION TANK	ETCX	021079	SS	111A100	W6	22000
173	UNION TANK	ETCX	021080	SS	111A100	W6	22000
174	UNION TANK	ETCX	021081	SS	111A100	W6	22000

	MANUFACTURER	CAR NUMBER			CAR TYPE		CAPACITY
175	UNION TANK	ETCX	021082	SS	111A100	W6	22000
176	UNION TANK	ETCX	021083	SS	111A100	W6	22000
177	UNION TANK	ETCX	021085	SS	111A100	W6	22000
178	UNION TANK	ETCX	021086	SS	111A100	W6	22000
179	UNION TANK	ETCX	021088	SS	111A100	W6	22000
180	UNION TANK	ETCX	021084	SS	111A100	W6	22000
181	UNION TANK	ETCX	021087	SS	111A100	W6	22000
182	UNION TANK	ETCX	021092	SS	111A100	W6	22000

This schedule is hereby verified correct and undersigned acknowledges receipt of a copy.

LESSOR:

PITNEY BOWES CREDIT CORPORATION

By: _____

Printed Name: L D OSMANSKI

Title: Vice President Operations

LESSEE:

EASTMAN KODAK COMPANY, through its division EASTMAN CHEMICAL COMPANY

By: _____

Printed Name: B. F. Rolston

Title: Vice President, Supply & Distribution of Eastman Chemical Company

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ADDENDUM A TO SCHEDULE 803
Equipment List

This schedule is attached to and made a part of Equipment Lease Schedule 803 dated as of September 18, 1992 to Master Equipment Lease Agreement No. 0057059 dated as of September 18, 1992 between Pitney Bowes Credit Corporation as Lessor and the undersigned Lessee.

	MANUFACTURER	CAR NUMBER			CAR TYPE		CAPACITY
1	ACF INDUSTRIES	ETCX	005800	HC	HOPPER	LO	5250
2	ACF INDUSTRIES	ETCX	005801	HC	HOPPER	LO	5250
3	ACF INDUSTRIES	ETCX	005803	HC	HOPPER	LO	5250
4	ACF INDUSTRIES	ETCX	005804	HC	HOPPER	LO	5250
5	ACF INDUSTRIES	ETCX	005805	HC	HOPPER	LO	5250
6	ACF INDUSTRIES	ETCX	001072	HC	HOPPER	LO	5250
7	ACF INDUSTRIES	ETCX	001074	HC	HOPPER	LO	5250
8	ACF INDUSTRIES	ETCX	001075	HC	HOPPER	LO	5250
9	ACF INDUSTRIES	ETCX	001076	HC	HOPPER	LO	5250
10	ACF INDUSTRIES	ETCX	001077	HC	HOPPER	LO	5250
11	ACF INDUSTRIES	ETCX	001078	HC	HOPPER	LO	5250
12	ACF INDUSTRIES	ETCX	001079	HC	HOPPER	LO	5250
13	ACF INDUSTRIES	ETCX	001080	HC	HOPPER	LO	5250
14	ACF INDUSTRIES	ETCX	001081	HC	HOPPER	LO	5250
15	ACF INDUSTRIES	ETCX	001082	HC	HOPPER	LO	5250
16	ACF INDUSTRIES	ETCX	001083	HC	HOPPER	LO	5250
17	ACF INDUSTRIES	ETCX	001084	HC	HOPPER	LO	5250
18	ACF INDUSTRIES	ETCX	001085	HC	HOPPER	LO	5250
19	ACF INDUSTRIES	ETCX	001086	HC	HOPPER	LO	5250
20	ACF INDUSTRIES	ETCX	001087	HC	HOPPER	LO	5250
21	ACF INDUSTRIES	ETCX	001088	HC	HOPPER	LO	5250
22	ACF INDUSTRIES	ETCX	001089	HC	HOPPER	LO	5250
23	ACF INDUSTRIES	ETCX	001090	HC	HOPPER	LO	5250
24	ACF INDUSTRIES	ETCX	001091	HC	HOPPER	LO	5250
25	ACF INDUSTRIES	ETCX	001092	HC	HOPPER	LO	5250
26	ACF INDUSTRIES	ETCX	001093	HC	HOPPER	LO	5250
27	ACF INDUSTRIES	ETCX	001094	HC	HOPPER	LO	5250
28	ACF INDUSTRIES	ETCX	001095	HC	HOPPER	LO	5250
29	ACF INDUSTRIES	ETCX	001096	HC	HOPPER	LO	5250
30	ACF INDUSTRIES	ETCX	001097	HC	HOPPER	LO	5250
31	ACF INDUSTRIES	ETCX	001098	HC	HOPPER	LO	5250
32	ACF INDUSTRIES	ETCX	001099	HC	HOPPER	LO	5250
33	ACF INDUSTRIES	ETCX	001100	HC	HOPPER	LO	5250
34	ACF INDUSTRIES	ETCX	001101	HC	HOPPER	LO	5250
35	ACF INDUSTRIES	ETCX	001102	HC	HOPPER	LO	5250
36	ACF INDUSTRIES	ETCX	001103	HC	HOPPER	LO	5250
37	ACF INDUSTRIES	ETCX	001104	HC	HOPPER	LO	5250
38	ACF INDUSTRIES	ETCX	001105	HC	HOPPER	LO	5250
39	ACF INDUSTRIES	ETCX	001106	HC	HOPPER	LO	5250

	MANUFACTURER	CAR NUMBER			CAR TYPE		CAPACITY
40	ACF INDUSTRIES	ETCX	001107	HC	HOPPER	LO	5250
41	ACF INDUSTRIES	ETCX	001109	HC	HOPPER	LO	5250
42	ACF INDUSTRIES	ETCX	001111	HC	HOPPER	LO	5250
43	ACF INDUSTRIES	ETCX	001112	HC	HOPPER	LO	5250
44	ACF INDUSTRIES	ETCX	001073	HC	HOPPER	LO	5250
45	ACF INDUSTRIES	ETCX	001108	HC	HOPPER	LO	5250
46	ACF INDUSTRIES	ETCX	001110	HC	HOPPER	LO	5250
47	ACF INDUSTRIES	ETCX	001113	HC	HOPPER	LO	5250
48	ACF INDUSTRIES	ETCX	001114	HC	HOPPER	LO	5250
49	ACF INDUSTRIES	ETCX	057001	HC	HOPPER	LO	5700
50	ACF INDUSTRIES	ETCX	057002	HC	HOPPER	LO	5700
51	ACF INDUSTRIES	ETCX	057003	HC	HOPPER	LO	5700
52	ACF INDUSTRIES	ETCX	057004	HC	HOPPER	LO	5700
53	ACF INDUSTRIES	ETCX	057006	HC	HOPPER	LO	5700
54	ACF INDUSTRIES	ETCX	057009	HC	HOPPER	LO	5700
55	ACF INDUSTRIES	ETCX	057010	HC	HOPPER	LO	5700
56	ACF INDUSTRIES	ETCX	057011	HC	HOPPER	LO	5700
57	ACF INDUSTRIES	ETCX	057012	HC	HOPPER	LO	5700
58	ACF INDUSTRIES	ETCX	057013	HC	HOPPER	LO	5700
59	ACF INDUSTRIES	ETCX	057014	HC	HOPPER	LO	5700
60	ACF INDUSTRIES	ETCX	057015	HC	HOPPER	LO	5700
61	ACF INDUSTRIES	ETCX	057016	HC	HOPPER	LO	5700
62	ACF INDUSTRIES	ETCX	057017	HC	HOPPER	LO	5700
63	ACF INDUSTRIES	ETCX	057018	HC	HOPPER	LO	5700
64	ACF INDUSTRIES	ETCX	057019	HC	HOPPER	LO	5700
65	ACF INDUSTRIES	ETCX	057020	HC	HOPPER	LO	5700
66	ACF INDUSTRIES	ETCX	057021	HC	HOPPER	LO	5700
67	ACF INDUSTRIES	ETCX	057022	HC	HOPPER	LO	5700
68	ACF INDUSTRIES	ETCX	057023	HC	HOPPER	LO	5700
69	ACF INDUSTRIES	ETCX	057024	HC	HOPPER	LO	5700
70	ACF INDUSTRIES	ETCX	057026	HC	HOPPER	LO	5700
71	ACF INDUSTRIES	ETCX	057027	HC	HOPPER	LO	5700
72	ACF INDUSTRIES	ETCX	057028	HC	HOPPER	LO	5700
73	ACF INDUSTRIES	ETCX	057029	HC	HOPPER	LO	5700
74	ACF INDUSTRIES	ETCX	057030	HC	HOPPER	LO	5700
75	ACF INDUSTRIES	ETCX	057032	HC	HOPPER	LO	5700
76	ACF INDUSTRIES	ETCX	057033	HC	HOPPER	LO	5700
77	ACF INDUSTRIES	ETCX	057034	HC	HOPPER	LO	5700
78	ACF INDUSTRIES	ETCX	057005	HC	HOPPER	LO	5700
79	ACF INDUSTRIES	ETCX	057025	HC	HOPPER	LO	5700
80	ACF INDUSTRIES	ETCX	057031	HC	HOPPER	LO	5700
81	ACF INDUSTRIES	ETCX	057035	HC	HOPPER	LO	5700
82	ACF INDUSTRIES	ETCX	057007	HC	HOPPER	LO	5700
83	ACF INDUSTRIES	ETCX	057008	HC	HOPPER	LO	5700
84	ACF INDUSTRIES	ETCX	058001	HC	HOPPER	LO	5800

	MANUFACTURER	CAR NUMBER			CAR TYPE		CAPACITY
85	ACF INDUSTRIES	ETCX	058002	HC	HOPPER	LO	5800
86	ACF INDUSTRIES	ETCX	058003	HC	HOPPER	LO	5800
87	ACF INDUSTRIES	ETCX	058004	HC	HOPPER	LO	5800
88	ACF INDUSTRIES	ETCX	058005	HC	HOPPER	LO	5800
89	ACF INDUSTRIES	ETCX	058006	HC	HOPPER	LO	5800
90	ACF INDUSTRIES	ETCX	058007	HC	HOPPER	LO	5800
91	ACF INDUSTRIES	ETCX	058008	HC	HOPPER	LO	5800
92	ACF INDUSTRIES	ETCX	058009	HC	HOPPER	LO	5800
93	ACF INDUSTRIES	ETCX	058010	HC	HOPPER	LO	5800
94	ACF INDUSTRIES	ETCX	058011	HC	HOPPER	LO	5800
95	ACF INDUSTRIES	ETCX	058012	HC	HOPPER	LO	5800
96	ACF INDUSTRIES	ETCX	058013	HC	HOPPER	LO	5800
97	ACF INDUSTRIES	ETCX	058014	HC	HOPPER	LO	5800
98	ACF INDUSTRIES	ETCX	058015	HC	HOPPER	LO	5800
99	ACF INDUSTRIES	ETCX	058016	HC	HOPPER	LO	5800
100	ACF INDUSTRIES	ETCX	058017	HC	HOPPER	LO	5800
101	ACF INDUSTRIES	ETCX	058018	HC	HOPPER	LO	5800
102	ACF INDUSTRIES	ETCX	058019	HC	HOPPER	LO	5800
103	ACF INDUSTRIES	ETCX	058020	HC	HOPPER	LO	5800
104	ACF INDUSTRIES	ETCX	058021	HC	HOPPER	LO	5800
105	ACF INDUSTRIES	ETCX	058022	HC	HOPPER	LO	5800
106	ACF INDUSTRIES	ETCX	058023	HC	HOPPER	LO	5800
107	ACF INDUSTRIES	ETCX	058024	HC	HOPPER	LO	5800
108	ACF INDUSTRIES	ETCX	058025	HC	HOPPER	LO	5800
109	ACF INDUSTRIES	ETCX	058026	HC	HOPPER	LO	5800
110	ACF INDUSTRIES	ETCX	058027	HC	HOPPER	LO	5800
111	ACF INDUSTRIES	ETCX	058028	HC	HOPPER	LO	5800
112	ACF INDUSTRIES	ETCX	058029	HC	HOPPER	LO	5800
113	ACF INDUSTRIES	ETCX	058030	HC	HOPPER	LO	5800
114	ACF INDUSTRIES	ETCX	058031	HC	HOPPER	LO	5800
115	ACF INDUSTRIES	ETCX	058032	HC	HOPPER	LO	5800
116	ACF INDUSTRIES	ETCX	058033	HC	HOPPER	LO	5800
117	ACF INDUSTRIES	ETCX	058034	HC	HOPPER	LO	5800
118	ACF INDUSTRIES	ETCX	058035	HC	HOPPER	LO	5800
119	ACF INDUSTRIES	ETCX	058036	HC	HOPPER	LO	5800
120	ACF INDUSTRIES	ETCX	058037	HC	HOPPER	LO	5800
121	ACF INDUSTRIES	ETCX	058038	HC	HOPPER	LO	5800
122	ACF INDUSTRIES	ETCX	058039	HC	HOPPER	LO	5800
123	ACF INDUSTRIES	ETCX	058040	HC	HOPPER	LO	5800
124	ACF INDUSTRIES	ETCX	058041	HC	HOPPER	LO	5800
125	ACF INDUSTRIES	ETCX	058042	HC	HOPPER	LO	5800
126	ACF INDUSTRIES	ETCX	058043	HC	HOPPER	LO	5800
127	ACF INDUSTRIES	ETCX	058044	HC	HOPPER	LO	5800
128	ACF INDUSTRIES	ETCX	058045	HC	HOPPER	LO	5800
129	ACF INDUSTRIES	ETCX	058046	HC	HOPPER	LO	5800

	MANUFACTURER	CAR NUMBER			CAR TYPE		CAPACITY
130	ACF INDUSTRIES	ETCX	058047	HC	HOPPER	LO	5800
131	ACF INDUSTRIES	ETCX	058048	HC	HOPPER	LO	5800
132	ACF INDUSTRIES	ETCX	058049	HC	HOPPER	LO	5800
133	ACF INDUSTRIES	ETCX	058050	HC	HOPPER	LO	5800
134	ACF INDUSTRIES	ETCX	058051	HC	HOPPER	LO	5800
135	ACF INDUSTRIES	ETCX	058052	HC	HOPPER	LO	5800
136	ACF INDUSTRIES	ETCX	058053	HC	HOPPER	LO	5800
137	ACF INDUSTRIES	ETCX	058054	HC	HOPPER	LO	5800
138	ACF INDUSTRIES	ETCX	058055	HC	HOPPER	LO	5800
139	ACF INDUSTRIES	ETCX	058056	HC	HOPPER	LO	5800
140	ACF INDUSTRIES	ETCX	058058	HC	HOPPER	LO	5800
141	ACF INDUSTRIES	ETCX	058059	HC	HOPPER	LO	5800
142	ACF INDUSTRIES	ETCX	058060	HC	HOPPER	LO	5800
143	ACF INDUSTRIES	ETCX	058061	HC	HOPPER	LO	5800
144	ACF INDUSTRIES	ETCX	058062	HC	HOPPER	LO	5800
145	ACF INDUSTRIES	ETCX	058063	HC	HOPPER	LO	5800
146	ACF INDUSTRIES	ETCX	058064	HC	HOPPER	LO	5800
147	ACF INDUSTRIES	ETCX	058065	HC	HOPPER	LO	5800
148	ACF INDUSTRIES	ETCX	058066	HC	HOPPER	LO	5800
149	ACF INDUSTRIES	ETCX	058067	HC	HOPPER	LO	5800
150	ACF INDUSTRIES	ETCX	058068	HC	HOPPER	LO	5800
151	ACF INDUSTRIES	ETCX	058069	HC	HOPPER	LO	5800
152	ACF INDUSTRIES	ETCX	058070	HC	HOPPER	LO	5800
153	ACF INDUSTRIES	ETCX	058071	HC	HOPPER	LO	5800
154	ACF INDUSTRIES	ETCX	058072	HC	HOPPER	LO	5800
155	ACF INDUSTRIES	ETCX	058073	HC	HOPPER	LO	5800
156	ACF INDUSTRIES	ETCX	058074	HC	HOPPER	LO	5800
157	ACF INDUSTRIES	ETCX	058075	HC	HOPPER	LO	5800
158	ACF INDUSTRIES	ETCX	058076	HC	HOPPER	LO	5800
159	ACF INDUSTRIES	ETCX	058077	HC	HOPPER	LO	5800
160	ACF INDUSTRIES	ETCX	058078	HC	HOPPER	LO	5800
161	ACF INDUSTRIES	ETCX	058079	HC	HOPPER	LO	5800
162	ACF INDUSTRIES	ETCX	058080	HC	HOPPER	LO	5800
163	ACF INDUSTRIES	ETCX	058081	HC	HOPPER	LO	5800
164	ACF INDUSTRIES	ETCX	058082	HC	HOPPER	LO	5800
165	ACF INDUSTRIES	ETCX	058083	HC	HOPPER	LO	5800
166	ACF INDUSTRIES	ETCX	058084	HC	HOPPER	LO	5800
167	ACF INDUSTRIES	ETCX	058085	HC	HOPPER	LO	5800
168	ACF INDUSTRIES	ETCX	058086	HC	HOPPER	LO	5800
169	ACF INDUSTRIES	ETCX	058087	HC	HOPPER	LO	5800
170	ACF INDUSTRIES	ETCX	058088	HC	HOPPER	LO	5800
171	ACF INDUSTRIES	ETCX	058089	HC	HOPPER	LO	5800
172	ACF INDUSTRIES	ETCX	058090	HC	HOPPER	LO	5800
173	ACF INDUSTRIES	ETCX	058091	HC	HOPPER	LO	5800
174	ACF INDUSTRIES	ETCX	058092	HC	HOPPER	LO	5800

	MANUFACTURER	CAR NUMBER			CAR TYPE		CAPACITY
175	ACF INDUSTRIES	ETCX	058093	HC	HOPPER	LO	5800
176	ACF INDUSTRIES	ETCX	058094	HC	HOPPER	LO	5800
177	ACF INDUSTRIES	ETCX	058095	HC	HOPPER	LO	5800
178	ACF INDUSTRIES	ETCX	058096	HC	HOPPER	LO	5800
179	ACF INDUSTRIES	ETCX	058097	HC	HOPPER	LO	5800
180	ACF INDUSTRIES	ETCX	058098	HC	HOPPER	LO	5800
181	ACF INDUSTRIES	ETCX	058099	HC	HOPPER	LO	5800
182	ACF INDUSTRIES	ETCX	058100	HC	HOPPER	LO	5800
183	ACF INDUSTRIES	ETCX	058101	HC	HOPPER	LO	5800
184	ACF INDUSTRIES	ETCX	058102	HC	HOPPER	LO	5800
185	ACF INDUSTRIES	ETCX	058103	HC	HOPPER	LO	5800
186	ACF INDUSTRIES	ETCX	058104	HC	HOPPER	LO	5800
187	ACF INDUSTRIES	ETCX	058105	HC	HOPPER	LO	5800
188	ACF INDUSTRIES	ETCX	058106	HC	HOPPER	LO	5800
189	ACF INDUSTRIES	ETCX	058107	HC	HOPPER	LO	5800
190	ACF INDUSTRIES	ETCX	058108	HC	HOPPER	LO	5800
191	UNION TANK	ETCX	021089	SS	111A100	W6	22000
192	UNION TANK	ETCX	021090	SS	111A100	W6	22000
193	UNION TANK	ETCX	021091	SS	111A100	W6	22000
194	UNION TANK	ETCX	021094	SS	111A100	W6	22000
195	UNION TANK	ETCX	021095	SS	111A100	W6	22000
196	UNION TANK	ETCX	021096	SS	111A100	W6	22000
197	UNION TANK	ETCX	021097	SS	111A100	W6	22000
198	UNION TANK	ETCX	021098	SS	111A100	W6	22000
199	UNION TANK	ETCX	021099	SS	111A100	W6	22000
200	UNION TANK	ETCX	021100	SS	111A100	W6	22000
201	UNION TANK	ETCX	021101	SS	111A100	W6	22000
202	UNION TANK	ETCX	021102	SS	111A100	W6	22000
203	UNION TANK	ETCX	021103	SS	111A100	W6	22000
204	UNION TANK	ETCX	021104	SS	111A100	W6	22000
205	UNION TANK	ETCX	021106	SS	111A100	W6	22000
206	UNION TANK	ETCX	021107	SS	111A100	W6	22000
207	UNION TANK	ETCX	021108	SS	111A100	W6	22000
208	UNION TANK	ETCX	021109	SS	111A100	W6	22000
209	UNION TANK	ETCX	021093	SS	111A100	W6	22000
210	UNION TANK	ETCX	021105	SS	111A100	W6	22000
211	UNION TANK	ETCX	021110	SS	111A100	W6	22000
212	UNION TANK	ETCX	021111	SS	111A100	W6	22000
213	UNION TANK	ETCX	021113	SS	111A100	W6	22000
214	UNION TANK	ETCX	021114	SS	111A100	W6	22000
215	UNION TANK	ETCX	021115	SS	111A100	W6	22000
216	UNION TANK	ETCX	021117	SS	111A100	W6	22000
217	UNION TANK	ETCX	021118	SS	111A100	W6	22000
218	UNION TANK	ETCX	021119	SS	111A100	W6	22000
219	UNION TANK	ETCX	021120	SS	111A100	W6	22000

	MANUFACTURER	CAR NUMBER			CAR TYPE		CAPACITY
220	UNION TANK	ETCX	021112	SS	111A100	W6	22000
221	UNION TANK	ETCX	021116	SS	111A100	W6	22000
222	UNION TANK	ETCX	021121	SS	111A100	W6	22000
223	UNION TANK	ETCX	021122	SS	111A100	W6	22000
224	UNION TANK	ETCX	021123	SS	111A100	W6	22000
225	UNION TANK	ETCX	021124	SS	111A100	W6	22000
226	UNION TANK	ETCX	021125	SS	111A100	W6	22000
227	UNION TANK	ETCX	021126	SS	111A100	W6	22000
228	UNION TANK	ETCX	021127	SS	111A100	W6	22000
229	ACF INDUSTRIES	ETCX	058109	HC	HOPPER	LO	5800
230	ACF INDUSTRIES	ETCX	058110	HC	HOPPER	LO	5800
231	ACF INDUSTRIES	ETCX	058111	HC	HOPPER	LO	5800
232	ACF INDUSTRIES	ETCX	058112	HC	HOPPER	LO	5800
233	ACF INDUSTRIES	ETCX	058113	HC	HOPPER	LO	5800
234	ACF INDUSTRIES	ETCX	058114	HC	HOPPER	LO	5800
235	ACF INDUSTRIES	ETCX	058115	HC	HOPPER	LO	5800
236	ACF INDUSTRIES	ETCX	058116	HC	HOPPER	LO	5800
237	ACF INDUSTRIES	ETCX	058117	HC	HOPPER	LO	5800
238	ACF INDUSTRIES	ETCX	058118	HC	HOPPER	LO	5800
239	ACF INDUSTRIES	ETCX	058119	HC	HOPPER	LO	5800
240	ACF INDUSTRIES	ETCX	058120	HC	HOPPER	LO	5800
241	ACF INDUSTRIES	ETCX	058121	HC	HOPPER	LO	5800
242	ACF INDUSTRIES	ETCX	058122	HC	HOPPER	LO	5800
243	ACF INDUSTRIES	ETCX	058123	HC	HOPPER	LO	5800
244	ACF INDUSTRIES	ETCX	058124	HC	HOPPER	LO	5800
245	ACF INDUSTRIES	ETCX	058125	HC	HOPPER	LO	5800
246	ACF INDUSTRIES	ETCX	058126	HC	HOPPER	LO	5800
247	ACF INDUSTRIES	ETCX	058127	HC	HOPPER	LO	5800
248	ACF INDUSTRIES	ETCX	058128	HC	HOPPER	LO	5800
249	ACF INDUSTRIES	ETCX	058129	HC	HOPPER	LO	5800
250	ACF INDUSTRIES	ETCX	058130	HC	HOPPER	LO	5800
251	ACF INDUSTRIES	ETCX	058131	HC	HOPPER	LO	5800
252	ACF INDUSTRIES	ETCX	058132	HC	HOPPER	LO	5800
253	ACF INDUSTRIES	ETCX	058133	HC	HOPPER	LO	5800
254	ACF INDUSTRIES	ETCX	058134	HC	HOPPER	LO	5800
255	ACF INDUSTRIES	ETCX	058135	HC	HOPPER	LO	5800
256	ACF INDUSTRIES	ETCX	058136	HC	HOPPER	LO	5800
257	ACF INDUSTRIES	ETCX	058137	HC	HOPPER	LO	5800
258	ACF INDUSTRIES	ETCX	058138	HC	HOPPER	LO	5800
259	ACF INDUSTRIES	ETCX	058139	HC	HOPPER	LO	5800
260	ACF INDUSTRIES	ETCX	058140	HC	HOPPER	LO	5800
261	ACF INDUSTRIES	ETCX	058141	HC	HOPPER	LO	5800
262	ACF INDUSTRIES	ETCX	058142	HC	HOPPER	LO	5800
263	ACF INDUSTRIES	ETCX	058143	HC	HOPPER	LO	5800
264	ACF INDUSTRIES	ETCX	058144	HC	HOPPER	LO	5800

	MANUFACTURER	CAR NUMBER			CAR TYPE		CAPACITY
265	ACF INDUSTRIES	ETCX	058145	HC	HOPPER	LO	5800
266	ACF INDUSTRIES	ETCX	058146	HC	HOPPER	LO	5800
267	ACF INDUSTRIES	ETCX	058147	HC	HOPPER	LO	5800
268	ACF INDUSTRIES	ETCX	058148	HC	HOPPER	LO	5800
269	ACF INDUSTRIES	ETCX	058149	HC	HOPPER	LO	5800
270	ACF INDUSTRIES	ETCX	058150	HC	HOPPER	LO	5800
271	ACF INDUSTRIES	ETCX	058151	HC	HOPPER	LO	5800
272	ACF INDUSTRIES	ETCX	058152	HC	HOPPER	LO	5800
273	ACF INDUSTRIES	ETCX	058153	HC	HOPPER	LO	5800
274	ACF INDUSTRIES	ETCX	058154	HC	HOPPER	LO	5800
275	ACF INDUSTRIES	ETCX	058155	HC	HOPPER	LO	5800
276	ACF INDUSTRIES	ETCX	058156	HC	HOPPER	LO	5800
277	ACF INDUSTRIES	ETCX	058157	HC	HOPPER	LO	5800
278	ACF INDUSTRIES	ETCX	058158	HC	HOPPER	LO	5800
279	ACF INDUSTRIES	ETCX	058159	HC	HOPPER	LO	5800
280	ACF INDUSTRIES	ETCX	058160	HC	HOPPER	LO	5800
281	ACF INDUSTRIES	ETCX	058161	HC	HOPPER	LO	5800
282	ACF INDUSTRIES	ETCX	058162	HC	HOPPER	LO	5800
283	ACF INDUSTRIES	ETCX	058163	HC	HOPPER	LO	5800
284	UNION TANK	ETCX	021128	SS	111A100	W6	21000
285	UNION TANK	ETCX	021129	SS	111A100	W6	21000
286	UNION TANK	ETCX	021130	SS	111A100	W6	21000
287	UNION TANK	ETCX	021131	SS	111A100	W6	21000
288	UNION TANK	ETCX	021132	SS	111A100	W6	21000
289	UNION TANK	ETCX	021133	SS	111A100	W6	21000
290	UNION TANK	ETCX	021134	SS	111A100	W6	21000
291	UNION TANK	ETCX	021136	SS	111A100	W6	21000
292	UNION TANK	ETCX	021137	SS	111A100	W6	21000
293	UNION TANK	ETCX	021138	SS	111A100	W6	21000
294	UNION TANK	ETCX	021139	SS	111A100	W6	21000
295	UNION TANK	ETCX	021140	SS	111A100	W6	21000
296	UNION TANK	ETCX	021141	SS	111A100	W6	21000
297	UNION TANK	ETCX	021142	SS	111A100	W6	21000
298	UNION TANK	ETCX	029109	ST	111A100	W1	29000
299	UNION TANK	ETCX	029110	ST	111A100	W1	29000
300	UNION TANK	ETCX	029111	ST	111A100	W1	29000
301	UNION TANK	ETCX	029112	ST	111A100	W1	29000
302	UNION TANK	ETCX	029113	ST	111A100	W1	29000
303	UNION TANK	ETCX	029114	ST	111A100	W1	29000
304	UNION TANK	ETCX	029115	ST	111A100	W1	29000
305	UNION TANK	ETCX	029116	ST	111A100	W1	29000
306	UNION TANK	ETCX	029117	ST	111A100	W1	29000
307	UNION TANK	ETCX	029118	ST	111A100	W1	29000
308	UNION TANK	ETCX	029119	ST	111A100	W1	29000
309	UNION TANK	ETCX	029120	ST	111A100	W1	29000

	MANUFACTURER	CAR NUMBER			CAR TYPE		CAPACITY
310	UNION TANK	ETCX	029121	ST	111A100	W1	29000
311	UNION TANK	ETCX	029122	ST	111A100	W1	29000
312	UNION TANK	ETCX	029123	ST	111A100	W1	29000
313	UNION TANK	ETCX	029124	ST	111A100	W1	29000
314	UNION TANK	ETCX	029125	ST	111A100	W1	29000
315	UNION TANK	ETCX	029126	ST	111A100	W1	29000
316	UNION TANK	ETCX	029127	ST	111A100	W1	29000
317	UNION TANK	ETCX	029128	ST	111A100	W1	29000
318	UNION TANK	ETCX	029129	ST	111A100	W1	29000
319	UNION TANK	ETCX	029130	ST	111A100	W1	29000
320	UNION TANK	ETCX	029131	ST	111A100	W1	29000
321	UNION TANK	ETCX	029132	ST	111A100	W1	29000
322	UNION TANK	ETCX	029500	ST	111A100	W1	29000
323	UNION TANK	ETCX	029501	ST	111A100	W1	29000
324	UNION TANK	ETCX	029502	ST	111A100	W1	29000
325	UNION TANK	ETCX	029503	ST	111A100	W1	29000
326	UNION TANK	ETCX	029504	ST	111A100	W1	29000
327	UNION TANK	ETCX	029505	ST	111A100	W1	29000
328	UNION TANK	ETCX	029506	ST	111A100	W1	29000
329	UNION TANK	ETCX	029507	ST	111A100	W1	29000
330	UNION TANK	ETCX	029508	ST	111A100	W1	29000
331	UNION TANK	ETCX	029509	ST	111A100	W1	29000
332	UNION TANK	ETCX	029510	ST	111A100	W1	29000
333	UNION TANK	ETCX	029511	ST	111A100	W1	29000
334	UNION TANK	ETCX	029512	ST	111A100	W1	29000
335	UNION TANK	ETCX	029513	ST	111A100	W1	29000
336	UNION TANK	ETCX	029514	ST	111A100	W1	29000
337	UNION TANK	ETCX	029515	ST	111A100	W1	29000
338	UNION TANK	ETCX	029516	ST	111A100	W1	29000
339	UNION TANK	ETCX	029517	ST	111A100	W1	29000
340	UNION TANK	ETCX	029518	ST	111A100	W1	29000
341	UNION TANK	ETCX	029519	ST	111A100	W1	29000
342	UNION TANK	ETCX	029520	ST	111A100	W1	29000
343	UNION TANK	ETCX	021143	SS	111A100	W6	21000
344	UNION TANK	ETCX	021144	SS	111A100	W6	21000
345	UNION TANK	ETCX	021145	SS	111A100	W6	21000
346	UNION TANK	ETCX	021146	SS	111A100	W6	21000
347	UNION TANK	ETCX	021147	SS	111A100	W6	21000
348	UNION TANK	ETCX	021148	SS	111A100	W6	21000
349	UNION TANK	ETCX	021149	SS	111A100	W6	21000
350	UNION TANK	ETCX	021150	SS	111A100	W6	21000
351	UNION TANK	ETCX	021151	SS	111A100	W6	21000
352	UNION TANK	ETCX	021152	SS	111A100	W6	21000
353	UNION TANK	ETCX	021153	SS	111A100	W6	21000
354	UNION TANK	ETCX	021154	SS	111A100	W6	21000

	MANUFACTURER	CAR NUMBER			CAR TYPE		CAPACITY
355	UNION TANK	ETCX	021155	SS	111A100	W6	21000
356	UNION TANK	ETCX	021156	SS	111A100	W6	21000
357	UNION TANK	ETCX	021157	SS	111A100	W6	21000
358	THRALL	ETCX	058500	HC	HOPPER	LO	5800
359	THRALL	ETCX	058501	HC	HOPPER	LO	5800
360	THRALL	ETCX	058502	HC	HOPPER	LO	5800
361	THRALL	ETCX	058503	HC	HOPPER	LO	5800
362	THRALL	ETCX	058504	HC	HOPPER	LO	5800
363	THRALL	ETCX	058505	HC	HOPPER	LO	5800
364	THRALL	ETCX	058506	HC	HOPPER	LO	5800
365	THRALL	ETCX	058507	HC	HOPPER	LO	5800
366	THRALL	ETCX	058508	HC	HOPPER	LO	5800
367	THRALL	ETCX	058509	HC	HOPPER	LO	5800
368	THRALL	ETCX	058511	HC	HOPPER	LO	5800
369	THRALL	ETCX	058512	HC	HOPPER	LO	5800
370	THRALL	ETCX	058513	HC	HOPPER	LO	5800
371	THRALL	ETCX	058514	HC	HOPPER	LO	5800
372	THRALL	ETCX	058515	HC	HOPPER	LO	5800
373	THRALL	ETCX	058516	HC	HOPPER	LO	5800
374	THRALL	ETCX	058517	HC	HOPPER	LO	5800
375	THRALL	ETCX	058518	HC	HOPPER	LO	5800
376	THRALL	ETCX	058519	HC	HOPPER	LO	5800
377	THRALL	ETCX	058520	HC	HOPPER	LO	5800
378	THRALL	ETCX	058521	HC	HOPPER	LO	5800
379	THRALL	ETCX	058522	HC	HOPPER	LO	5800
380	THRALL	ETCX	058523	HC	HOPPER	LO	5800
381	THRALL	ETCX	058524	HC	HOPPER	LO	5800
382	THRALL	ETCX	058525	HC	HOPPER	LO	5800
383	THRALL	ETCX	058526	HC	HOPPER	LO	5800
384	THRALL	ETCX	058527	HC	HOPPER	LO	5800
385	THRALL	ETCX	058528	HC	HOPPER	LO	5800
386	THRALL	ETCX	058529	HC	HOPPER	LO	5800
387	THRALL	ETCX	058530	HC	HOPPER	LO	5800
388	THRALL	ETCX	058531	HC	HOPPER	LO	5800
389	THRALL	ETCX	058532	HC	HOPPER	LO	5800
390	THRALL	ETCX	058533	HC	HOPPER	LO	5800
391	THRALL	ETCX	058534	HC	HOPPER	LO	5800
392	THRALL	ETCX	058535	HC	HOPPER	LO	5800
393	THRALL	ETCX	058536	HC	HOPPER	LO	5800
394	THRALL	ETCX	058537	HC	HOPPER	LO	5800
395	THRALL	ETCX	058538	HC	HOPPER	LO	5800
396	THRALL	ETCX	058539	HC	HOPPER	LO	5800
397	THRALL	ETCX	058540	HC	HOPPER	LO	5800
398	THRALL	ETCX	058541	HC	HOPPER	LO	5800
399	THRALL	ETCX	058542	HC	HOPPER	LO	5800

	MANUFACTURER	CAR NUMBER			CAR TYPE		CAPACITY
400	THRALL	ETCX	058543	HC	HOPPER	LO	5800
401	THRALL	ETCX	058544	HC	HOPPER	LO	5800
402	THRALL	ETCX	058545	HC	HOPPER	LO	5800
403	THRALL	ETCX	058546	HC	HOPPER	LO	5800
404	THRALL	ETCX	058547	HC	HOPPER	LO	5800
405	THRALL	ETCX	058548	HC	HOPPER	LO	5800
406	THRALL	ETCX	058549	HC	HOPPER	LO	5800
407	THRALL	ETCX	058510	HC	HOPPER	LO	5800
408	THRALL	ETCX	058550	HC	HOPPER	LO	5800
409	THRALL	ETCX	058551	HC	HOPPER	LO	5800
410	THRALL	ETCX	058552	HC	HOPPER	LO	5800
411	THRALL	ETCX	058553	HC	HOPPER	LO	5800
412	THRALL	ETCX	058554	HC	HOPPER	LO	5800
413	THRALL	ETCX	058555	HC	HOPPER	LO	5800
414	THRALL	ETCX	058556	HC	HOPPER	LO	5800
415	THRALL	ETCX	058557	HC	HOPPER	LO	5800
416	THRALL	ETCX	058558	HC	HOPPER	LO	5800
417	THRALL	ETCX	058559	HC	HOPPER	LO	5800
418	THRALL	ETCX	058560	HC	HOPPER	LO	5800
419	THRALL	ETCX	058561	HC	HOPPER	LO	5800
420	THRALL	ETCX	058562	HC	HOPPER	LO	5800
421	THRALL	ETCX	058563	HC	HOPPER	LO	5800
422	THRALL	ETCX	058564	HC	HOPPER	LO	5800
423	THRALL	ETCX	058565	HC	HOPPER	LO	5800
424	THRALL	ETCX	058566	HC	HOPPER	LO	5800
425	THRALL	ETCX	058567	HC	HOPPER	LO	5800
426	THRALL	ETCX	058568	HC	HOPPER	LO	5800
427	THRALL	ETCX	058569	HC	HOPPER	LO	5800
428	THRALL	ETCX	058570	HC	HOPPER	LO	5800
429	THRALL	ETCX	058571	HC	HOPPER	LO	5800
430	THRALL	ETCX	058572	HC	HOPPER	LO	5800
431	THRALL	ETCX	058573	HC	HOPPER	LO	5800
432	THRALL	ETCX	058574	HC	HOPPER	LO	5800
433	THRALL	ETCX	058575	HC	HOPPER	LO	5800
434	THRALL	ETCX	058576	HC	HOPPER	LO	5800
435	THRALL	ETCX	058577	HC	HOPPER	LO	5800
436	THRALL	ETCX	058578	HC	HOPPER	LO	5800
437	THRALL	ETCX	058579	HC	HOPPER	LO	5800
438	THRALL	ETCX	058580	HC	HOPPER	LO	5800
439	THRALL	ETCX	058581	HC	HOPPER	LO	5800
440	THRALL	ETCX	058582	HC	HOPPER	LO	5800
441	THRALL	ETCX	058583	HC	HOPPER	LO	5800
442	THRALL	ETCX	058584	HC	HOPPER	LO	5800
443	THRALL	ETCX	058585	HC	HOPPER	LO	5800
444	THRALL	ETCX	058586	HC	HOPPER	LO	5800

	MANUFACTURER	CAR NUMBER			CAR TYPE		CAPACITY
445	THRALL	ETCX	058587	HC	HOPPER	LO	5800
446	THRALL	ETCX	058588	HC	HOPPER	LO	5800
447	THRALL	ETCX	058589	HC	HOPPER	LO	5800
448	THRALL	ETCX	058590	HC	HOPPER	LO	5800
449	THRALL	ETCX	058591	HC	HOPPER	LO	5800
450	THRALL	ETCX	058592	HC	HOPPER	LO	5800
451	THRALL	ETCX	058593	HC	HOPPER	LO	5800
452	THRALL	ETCX	058594	HC	HOPPER	LO	5800
453	THRALL	ETCX	058595	HC	HOPPER	LO	5800
454	THRALL	ETCX	058596	HC	HOPPER	LO	5800
455	THRALL	ETCX	058597	HC	HOPPER	LO	5800
456	THRALL	ETCX	058598	HC	HOPPER	LO	5800
457	THRALL	ETCX	058599	HC	HOPPER	LO	5800
458	THRALL	ETCX	058600	HC	HOPPER	LO	5800
459	THRALL	ETCX	058601	HC	HOPPER	LO	5800
460	THRALL	ETCX	058602	HC	HOPPER	LO	5800
461	THRALL	ETCX	058603	HC	HOPPER	LO	5800
462	THRALL	ETCX	058604	HC	HOPPER	LO	5800
463	THRALL	ETCX	058605	HC	HOPPER	LO	5800
464	THRALL	ETCX	058606	HC	HOPPER	LO	5800
465	THRALL	ETCX	058607	HC	HOPPER	LO	5800
466	THRALL	ETCX	058608	HC	HOPPER	LO	5800
467	THRALL	ETCX	058609	HC	HOPPER	LO	5800
468	THRALL	ETCX	058610	HC	HOPPER	LO	5800
469	THRALL	ETCX	058611	HC	HOPPER	LO	5800
470	THRALL	ETCX	058612	HC	HOPPER	LO	5800
471	THRALL	ETCX	058613	HC	HOPPER	LO	5800
472	THRALL	ETCX	058614	HC	HOPPER	LO	5800
473	THRALL	ETCX	058615	HC	HOPPER	LO	5800
474	THRALL	ETCX	058616	HC	HOPPER	LO	5800
475	THRALL	ETCX	058617	HC	HOPPER	LO	5800
476	THRALL	ETCX	058618	HC	HOPPER	L0	5800
477	THRALL	ETCX	058619	HC	HOPPER	LO	5800
478	THRALL	ETCX	058620	HC	HOPPER	LO	5800
479	THRALL	ETCX	058621	HC	HOPPER	LO	5800
480	THRALL	ETCX	058622	HC	HOPPER	LO	5800
481	THRALL	ETCX	058623	HC	HOPPER	LO	5800
482	THRALL	ETCX	058624	HC	HOPPER	LO	5800
483	THRALL	ETCX	058625	HC	HOPPER	LO	5800
484	THRALL	ETCX	058626	HC	HOPPER	LO	5800
485	THRALL	ETCX	058627	HC	HOPPER	LO	5800
486	THRALL	ETCX	058628	HC	HOPPER	LO	5800
487	THRALL	ETCX	058629	HC	HOPPER	LO	5800
488	THRALL	ETCX	058630	HC	HOPPER	LO	5800
489	THRALL	ETCX	058631	HC	HOPPER	LO	5800

	MANUFACTURER	CAR NUMBER			CAR TYPE		CAPACITY
490	THRALL	ETCX	058632	HC	HOPPER	LO	5800
491	THRALL	ETCX	058633	HC	HOPPER	LO	5800
492	THRALL	ETCX	058634	HC	HOPPER	LO	5800
493	THRALL	ETCX	058635	HC	HOPPER	LO	5800
494	THRALL	ETCX	058636	HC	HOPPER	LO	5800
495	THRALL	ETCX	058637	HC	HOPPER	LO	5800
496	THRALL	ETCX	058638	HC	HOPPER	LO	5800
497	THRALL	ETCX	058639	HC	HOPPER	LO	5800
498	THRALL	ETCX	058640	HC	HOPPER	LO	5800
499	THRALL	ETCX	058641	HC	HOPPER	LO	5800
500	THRALL	ETCX	058642	HC	HOPPER	LO	5800
501	THRALL	ETCX	058643	HC	HOPPER	LO	5800
502	THRALL	ETCX	058644	HC	HOPPER	LO	5800
503	THRALL	ETCX	058645	HC	HOPPER	LO	5800
504	THRALL	ETCX	058646	HC	HOPPER	LO	5800
505	THRALL	ETCX	058647	HC	HOPPER	LO	5800
506	THRALL	ETCX	058648	HC	HOPPER	LO	5800
507	THRALL	ETCX	058649	HC	HOPPER	LO	5800
508	THRALL	ETCX	058650	HC	HOPPER	LO	5800
509	THRALL	ETCX	058651	HC	HOPPER	LO	5800
510	THRALL	ETCX	058652	HC	HOPPER	LO	5800
511	THRALL	ETCX	058653	HC	HOPPER	LO	5800
512	THRALL	ETCX	058654	HC	HOPPER	LO	5800
513	THRALL	ETCX	058655	HC	HOPPER	LO	5800
514	THRALL	ETCX	058656	HC	HOPPER	LO	5800
515	THRALL	ETCX	058657	HC	HOPPER	LO	5800
516	THRALL	ETCX	058658	HC	HOPPER	LO	5800
517	THRALL	ETCX	058659	HC	HOPPER	LO	5800
518	THRALL	ETCX	058660	HC	HOPPER	LO	5800
519	THRALL	ETCX	058661	HC	HOPPER	LO	5800
520	THRALL	ETCX	058662	HC	HOPPER	LO	5800
521	THRALL	ETCX	058663	HC	HOPPER	LO	5800
522	THRALL	ETCX	058664	HC	HOPPER	LO	5800
523	THRALL	ETCX	058665	HC	HOPPER	LO	5800
524	THRALL	ETCX	058666	HC	HOPPER	LO	5800
525	THRALL	ETCX	058667	HC	HOPPER	LO	5800
526	THRALL	ETCX	058668	HC	HOPPER	LO	5800
527	THRALL	ETCX	058669	HC	HOPPER	LO	5800
528	THRALL	ETCX	058670	HC	HOPPER	LO	5800
529	THRALL	ETCX	058671	HC	HOPPER	LO	5800
530	THRALL	ETCX	058672	HC	HOPPER	LO	5800
531	THRALL	ETCX	058673	HC	HOPPER	LO	5800
532	THRALL	ETCX	058674	HC	HOPPER	LO	5800
533	THRALL	ETCX	058675	HC	HOPPER	LO	5800
534	THRALL	ETCX	058676	HC	HOPPER	LO	5800

	MANUFACTURER	CAR NUMBER			CAR TYPE		CAPACITY
535	THRALL	ETCX	058677	HC	HOPPER	LO	5800
536	THRALL	ETCX	058678	HC	HOPPER	LO	5800
537	THRALL	ETCX	058679	HC	HOPPER	LO	5800
538	THRALL	ETCX	058680	HC	HOPPER	LO	5800
539	THRALL	ETCX	058681	HC	HOPPER	LO	5800
540	THRALL	ETCX	058682	HC	HOPPER	LO	5800
541	THRALL	ETCX	058683	HC	HOPPER	LO	5800
542	THRALL	ETCX	058684	HC	HOPPER	LO	5800
543	THRALL	ETCX	058685	HC	HOPPER	LO	5800
544	THRALL	ETCX	058686	HC	HOPPER	LO	5800
545	THRALL	ETCX	058687	HC	HOPPER	LO	5800
546	THRALL	ETCX	058688	HC	HOPPER	LO	5800
547	THRALL	ETCX	058689	HC	HOPPER	LO	5800
548	THRALL	ETCX	058690	HC	HOPPER	LO	5800
549	THRALL	ETCX	058691	HC	HOPPER	LO	5800
550	THRALL	ETCX	058692	HC	HOPPER	LO	5800
551	THRALL	ETCX	058693	HC	HOPPER	LO	5800
552	THRALL	ETCX	058694	HC	HOPPER	LO	5800
553	THRALL	ETCX	058695	HC	HOPPER	LO	5800
554	UNION TANK	ETCX	023000	ST	111A100	W3	23000
555	UNION TANK	ETCX	023001	ST	111A100	W3	23000
556	UNION TANK	ETCX	023002	ST	111A100	W3	23000
557	UNION TANK	ETCX	023003	ST	111A100	W3	23000
558	UNION TANK	ETCX	023004	ST	111A100	W3	23000
559	UNION TANK	ETCX	023005	ST	111A100	W3	23000
560	UNION TANK	ETCX	023006	ST	111A100	W3	23000
561	ACF INDUSTRIES	ETCX	052000	HC	HOPPER	LO	5250
562	ACF INDUSTRIES	ETCX	052001	HC	HOPPER	LO	5250
563	ACF INDUSTRIES	ETCX	052002	HC	HOPPER	LO	5250
564	ACF INDUSTRIES	ETCX	052003	HC	HOPPER	LO	5250
565	ACF INDUSTRIES	ETCX	052004	HC	HOPPER	LO	5250
566	ACF INDUSTRIES	ETCX	052005	HC	HOPPER	LO	5250
567	ACF INDUSTRIES	ETCX	052006	HC	HOPPER	LO	5250
568	ACF INDUSTRIES	ETCX	052007	HC	HOPPER	LO	5250
569	ACF INDUSTRIES	ETCX	052008	HC	HOPPER	LO	5250
570	ACF INDUSTRIES	ETCX	052009	HC	HOPPER	LO	5250
571	ACF INDUSTRIES	ETCX	052010	HC	HOPPER	LO	5250
572	ACF INDUSTRIES	ETCX	052011	HC	HOPPER	LO	5250
573	ACF INDUSTRIES	ETCX	052012	HC	HOPPER	LO	5250
574	ACF INDUSTRIES	ETCX	052013	HC	HOPPER	LO	5250
575	ACF INDUSTRIES	ETCX	052014	HC	HOPPER	LO	5250
576	ACF INDUSTRIES	ETCX	052015	HC	HOPPER	LO	5250
577	ACF INDUSTRIES	ETCX	052016	HC	HOPPER	LO	5250
578	ACF INDUSTRIES	ETCX	052017	HC	HOPPER	LO	5250
579	ACF INDUSTRIES	ETCX	052018	HC	HOPPER	LO	5250

	MANUFACTURER	CAR NUMBER			CAR TYPE		CAPACITY
580	ACF INDUSTRIES	ETCX	052019	HC	HOPPER	LO	5250
581	ACF INDUSTRIES	ETCX	052020	HC	HOPPER	LO	5250
582	ACF INDUSTRIES	ETCX	052021	HC	HOPPER	LO	5250
583	ACF INDUSTRIES	ETCX	052022	HC	HOPPER	LO	5250
584	ACF INDUSTRIES	ETCX	052023	HC	HOPPER	LO	5250
585	ACF INDUSTRIES	ETCX	052024	HC	HOPPER	LO	5250
586	ACF INDUSTRIES	ETCX	052025	HC	HOPPER	LO	5250
587	ACF INDUSTRIES	ETCX	052026	HC	HOPPER	LO	5250
588	ACF INDUSTRIES	ETCX	052027	HC	HOPPER	LO	5250
589	ACF INDUSTRIES	ETCX	052028	HC	HOPPER	LO	5250
590	ACF INDUSTRIES	ETCX	052029	HC	HOPPER	LO	5250
591	ACF INDUSTRIES	ETCX	052030	HC	HOPPER	LO	5250
592	ACF INDUSTRIES	ETCX	052031	HC	HOPPER	LO	5250
593	ACF INDUSTRIES	ETCX	052032	HC	HOPPER	LO	5250
594	ACF INDUSTRIES	ETCX	052033	HC	HOPPER	LO	5250
595	ACF INDUSTRIES	ETCX	052034	HC	HOPPER	LO	5250
596	ACF INDUSTRIES	ETCX	052035	HC	HOPPER	LO	5250
597	ACF INDUSTRIES	ETCX	052036	HC	HOPPER	LO	5250
598	ACF INDUSTRIES	ETCX	052037	HC	HOPPER	LO	5250
599	ACF INDUSTRIES	ETCX	052038	HC	HOPPER	LO	5250
600	ACF INDUSTRIES	ETCX	052039	HC	HOPPER	LO	5250
601	ACF INDUSTRIES	ETCX	052040	HC	HOPPER	LO	5250
602	ACF INDUSTRIES	ETCX	052041	HC	HOPPER	LO	5250
603	ACF INDUSTRIES	ETCX	052042	HC	HOPPER	LO	5250
604	ACF INDUSTRIES	ETCX	052043	HC	HOPPER	LO	5250
605	ACF INDUSTRIES	ETCX	052044	HC	HOPPER	LO	5250
606	ACF INDUSTRIES	ETCX	052045	HC	HOPPER	LO	5250
607	ACF INDUSTRIES	ETCX	052046	HC	HOPPER	LO	5250
608	ACF INDUSTRIES	ETCX	052047	HC	HOPPER	LO	5250
609	ACF INDUSTRIES	ETCX	052048	HC	HOPPER	LO	5250
610	ACF INDUSTRIES	ETCX	052049	HC	HOPPER	LO	5250
611	ACF INDUSTRIES	ETCX	052050	HC	HOPPER	LO	5250
612	ACF INDUSTRIES	ETCX	052051	HC	HOPPER	LO	5250
613	ACF INDUSTRIES	ETCX	052052	HC	HOPPER	LO	5250
614	ACF INDUSTRIES	ETCX	052053	HC	HOPPER	LO	5250
615	ACF INDUSTRIES	ETCX	052054	HC	HOPPER	LO	5250
616	ACF INDUSTRIES	ETCX	052055	HC	HOPPER	LO	5250
617	ACF INDUSTRIES	ETCX	052056	HC	HOPPER	LO	5250
618	ACF INDUSTRIES	ETCX	052057	HC	HOPPER	LO	5250
619	ACF INDUSTRIES	ETCX	052058	HC	HOPPER	LO	5250
620	ACF INDUSTRIES	ETCX	052059	HC	HOPPER	LO	5250
621	ACF INDUSTRIES	ETCX	052060	HC	HOPPER	LO	5250
622	ACF INDUSTRIES	ETCX	052061	HC	HOPPER	LO	5250
623	ACF INDUSTRIES	ETCX	052062	HC	HOPPER	LO	5250
624	ACF INDUSTRIES	ETCX	052063	HC	HOPPER	LO	5250

	MANUFACTURER	CAR NUMBER			CAR TYPE		CAPACITY
625	ACF INDUSTRIES	ETCX	052064	HC	HOPPER	LO	5250
626	ACF INDUSTRIES	ETCX	052065	HC	HOPPER	LO	5250
627	ACF INDUSTRIES	ETCX	052066	HC	HOPPER	LO	5250
628	ACF INDUSTRIES	ETCX	052067	HC	HOPPER	LO	5250
629	ACF INDUSTRIES	ETCX	052068	HC	HOPPER	LO	5250
630	ACF INDUSTRIES	ETCX	052069	HC	HOPPER	LO	5250
631	ACF INDUSTRIES	ETCX	052070	HC	HOPPER	LO	5250
632	ACF INDUSTRIES	ETCX	052071	HC	HOPPER	LO	5250
633	ACF INDUSTRIES	ETCX	052072	HC	HOPPER	LO	5250
634	ACF INDUSTRIES	ETCX	052073	HC	HOPPER	LO	5250
635	ACF INDUSTRIES	ETCX	052074	HC	HOPPER	LO	5250
636	ACF INDUSTRIES	ETCX	052075	HC	HOPPER	LO	5250
637	ACF INDUSTRIES	ETCX	052076	HC	HOPPER	LO	5250
638	ACF INDUSTRIES	ETCX	052077	HC	HOPPER	LO	5250
639	ACF INDUSTRIES	ETCX	052078	HC	HOPPER	LO	5250
640	ACF INDUSTRIES	ETCX	052079	HC	HOPPER	LO	5250
641	ACF INDUSTRIES	ETCX	052080	HC	HOPPER	LO	5250
642	ACF INDUSTRIES	ETCX	052081	HC	HOPPER	LO	5250
643	ACF INDUSTRIES	ETCX	052082	HC	HOPPER	LO	5250
644	ACF INDUSTRIES	ETCX	052083	HC	HOPPER	LO	5250
645	ACF INDUSTRIES	ETCX	052084	HC	HOPPER	LO	5250
646	ACF INDUSTRIES	ETCX	052085	HC	HOPPER	LO	5250
647	ACF INDUSTRIES	ETCX	052086	HC	HOPPER	LO	5250
648	ACF INDUSTRIES	ETCX	052087	HC	HOPPER	LO	5250
649	ACF INDUSTRIES	ETCX	052088	HC	HOPPER	LO	5250
650	ACF INDUSTRIES	ETCX	052089	HC	HOPPER	LO	5250
651	ACF INDUSTRIES	ETCX	052090	HC	HOPPER	LO	5250
652	ACF INDUSTRIES	ETCX	052091	HC	HOPPER	LO	5250
653	ACF INDUSTRIES	ETCX	052092	HC	HOPPER	LO	5250
654	ACF INDUSTRIES	ETCX	052093	HC	HOPPER	LO	5250
655	ACF INDUSTRIES	ETCX	052094	HC	HOPPER	LO	5250
656	ACF INDUSTRIES	ETCX	052095	HC	HOPPER	LO	5250
657	ACF INDUSTRIES	ETCX	052096	HC	HOPPER	LO	5250
658	ACF INDUSTRIES	ETCX	052097	HC	HOPPER	LO	5250
659	ACF INDUSTRIES	ETCX	052098	HC	HOPPER	LO	5250
660	ACF INDUSTRIES	ETCX	052099	HC	HOPPER	LO	5250
661	ACF INDUSTRIES	ETCX	052100	HC	HOPPER	LO	5250
662	ACF INDUSTRIES	ETCX	052101	HC	HOPPER	LO	5250
663	ACF INDUSTRIES	ETCX	052102	HC	HOPPER	LO	5250
664	ACF INDUSTRIES	ETCX	052103	HC	HOPPER	LO	5250
665	ACF INDUSTRIES	ETCX	052104	HC	HOPPER	LO	5250
666	ACF INDUSTRIES	ETCX	052105	HC	HOPPER	LO	5250
667	UNION TANK	ETCX	030000	ST	111A100	W1	30000
668	UNION TANK	ETCX	030001	ST	111A100	W1	30000
669	UNION TANK	ETCX	030002	ST	111A100	W1	30000

	MANUFACTURER	CAR NUMBER			CAR TYPE		CAPACITY
670	UNION TANK	ETCX	030003	ST	111A100	W1	30000
671	UNION TANK	ETCX	030004	ST	111A100	W1	30000
672	UNION TANK	ETCX	030005	ST	111A100	W1	30000
673	UNION TANK	ETCX	030006	ST	111A100	W1	30000
674	UNION TANK	ETCX	030007	ST	111A100	W1	30000
675	UNION TANK	ETCX	030008	ST	111A100	W1	30000
676	UNION TANK	ETCX	030009	ST	111A100	W1	30000
677	UNION TANK	ETCX	030010	ST	111A100	W1	30000
678	UNION TANK	ETCX	030011	ST	111A100	W1	30000
679	UNION TANK	ETCX	030012	ST	111A100	W1	30000
680	UNION TANK	ETCX	030013	ST	111A100	W1	30000
681	UNION TANK	ETCX	030014	ST	111A100	W1	30000
682	TRINITY	ETCX	003900	CC	HTS COAL		4000
683	TRINITY	ETCX	003901	CC	HTS COAL		4000
684	TRINITY	ETCX	003902	CC	HTS COAL		4000
685	TRINITY	ETCX	003903	CC	HTS COAL		4000
686	TRINITY	ETCX	003904	CC	HTS COAL		4000
687	TRINITY	ETCX	003905	CC	HTS COAL		4000
688	TRINITY	ETCX	003906	CC	HTS COAL		4000
689	TRINITY	ETCX	003907	CC	HTS COAL		4000
690	TRINITY	ETCX	003908	CC	HTS COAL		4000
691	TRINITY	ETCX	003909	CC	HTS COAL		4000
692	TRINITY	ETCX	003910	CC	HTS COAL		4000
693	TRINITY	ETCX	003911	CC	HTS COAL		4000
694	TRINITY	ETCX	003912	CC	HTS COAL		4000
695	TRINITY	ETCX	003913	CC	HTS COAL		4000
696	TRINITY	ETCX	003914	CC	HTS COAL		4000
697	TRINITY	ETCX	003915	CC	HTS COAL		4000
698	TRINITY	ETCX	003916	CC	HTS COAL		4000
699	TRINITY	ETCX	003917	CC	HTS COAL		4000

This schedule is hereby verified correct and undersigned acknowledges receipt of a copy.

LESSOR:

PITNEY BOWES CREDIT CORPORATION

By: _____

Printed Name: L. D. OSMANSKI

Title: Vice President Operations

LESSEE:

EASTMAN KODAK COMPANY, through its division EASTMAN CHEMICAL COMPANY

By: _____

Printed Name: B. F. Rolston

Title: Vice President, Supply & Distribution of Eastman Chemical Company

MSTRSCHA
1/90

(3) Form B

This form must be submitted to the Association of American Railroads within twelve months from the rebuilt date stenciled on the last unit. In the case of extended programs, Form B should be filed at twelve month intervals.

Forms must be typed and signed where indicated. This form is a data processing entry record and must be completed exactly as indicated. Alpha fields are to be left justified and numeric fields are to be right justified.

This form must contain the following information:

(a) Report new unit mark, low reporting number and high reporting number, if applicable, must be listed in alpha numeric order.

(b) Report old unit mark, low reporting number and high reporting number, if applicable.

(c) Type of unit, (AAR Car Type Code) as defined in the UMLER Specification Manual, Exhibit D. This manual is printed in the Official Railway Equipment Register.

(d) The date unit(s) was built new (report range of built dates; low built date and high built date).

(e) The date unit(s) was rebuilt (month and year).

(f) Report the original cost of the unit(s) when built new.

(g) AAR reproduction value as calculated per Field Manual Rule 107, Section B.2.a. If more than one unit, report average cost.

(h) Total material cost applied to unit(s) as itemized on Schedule to Form B. The following definitions apply to the headings on schedule:

i. Material cost. Actual cost of materials applied to the unit.

ii. Material credit. The scrap credit or secondhand value of reusable parts not reapplied to the unit.

(Note: For similar units in a program, average costs may be used.)

(i) Add overhead cost for material handling.

(j) Total labor and overhead costs, including carmen, air brake men, painters, etc.

(k) Total cost to rebuild unit.
(l) Material credits of parts not reused on unit.
(m) Cost of stripping unit.
(n) Deduct total credits.
(o) Cost of rebuilding unit.
(p) Reused material is the value of all parts reapplied to the unit (must be valued at original cost to original owner plus subsequent additions and betterments minus depreciation determined by the Rule 107 of the Field Manual, depreciation rates, based upon generally accepted accounting principles, but it cannot exceed the AAR Rule 107 depreciated value or scrap value, whichever is higher).
(q) Net rebuilt cost.
(r) Add capitalized into-service transportation cost (i.e., the cost of moving a unit from place of final manufacturer to the point of its first load.) This does not apply to multi-level superstructures.
(s) Capitalized value of unit for car hire purposes. This must equal the value submitted to UMLER.

(4) Form B must be certified by the unit owner that the units are rebuilt and meet the requirements of Office Manual and the Field Manual. The Director - Rules and Inspection, Mechanical Division, will advise when forms are approved.

ASSOCIATION OF AMERICAN RAILROADS
MECHANICAL DIVISION, AAR RECORD OF REBUILT UNITS

FORM B

	New Unit Mark	Number (LOW)	Number (HIGH)
(a)			

	Old Unit Mark	Number (LOW)	Number (HIGH)
(b)			

	New AAR Car Type Code		(Low) Date Built (MO YR)		(High) Date Built (MO YR)		Date Rebuilt (MO YR)
(c)		(d)				(e)	

	Original Cost of Unit		AAR Reproduction Value
(f)		(g)	

	Total Material Cost
(h)	

	Overhead Cost for Material Handling
(i)	

	Total Labor			
(j)		(k)	Total Cost (h+i+j)	

	Material Credit			
(l)		(n)	Less Total Credit (l+m)	

	Cost of Stripping			
(m)		(o)	Cost of Rebuilding (k-n)	

	Add Reused Material			
(p)		(q)	Net Rebuilt Cost (o+p)	

	AAR Capitalized Transp. Cost			
(r)		(s)	Capitalized Value (q+r)	

NOTE: The values and costs used for UMLER are subject to review during AAR Audits.

is certifies that the data submitted for this program is correct and units are rebuilt in accordance with Section C.5.b.(4).

or Accounting Department _____
(Name) (Title) (Date)

or Mechanical Department _____
(Name) (Title) (Date)

elephone Number ( )

of this form must be completed and mailed to the Director-Rules and Inspection,
inical Division, Association of American Railroads, 50 F Street, NW, Washington, DC 20001-1564.

SCHEDULE TO
FORM B
AAR RECORD OF REBUILT UNITS

Description	Material Cost	Material Credit
Air Brakes	$	$
Axles		
Couplers		
Draft Gears		
Roller Bearings		
Painting & Stenciling		
Wheels		
Yokes		

(Continue listing material by major category)

Note: A similar format must be used for multi-level superstructures.

FORM A

ASSOCIATION OF AMERICAN RAILROADS
MECHANICAL DIVISION
AAR RECORD OF REBUILT UNITS

	New Unit Mark	Number	Number
(a)	☐☐☐☐	☐☐☐☐☐☐ LOW	☐☐☐☐☐☐ HIGH
	Old Unit Mark	**Number**	**Number**
(b)	☐☐☐☐	☐☐☐☐☐☐ LOW	☐☐☐☐☐☐ HIGH

(c) New AAR Car Type Code ☐☐☐☐

		MO YR	MO YR
(d)	Date Originally Built	☐☐☐☐ LOW	☐☐☐☐ HIGH

(e) Location of unit(s). _____

(f) Date Sample unit(s) ready for inspection. _____

(g) Company _____

Address _____
_____
_____
_____

Date _____

Signed _____ Telephone No. _____

NOTE: The values and charges used for UMLER are subject to review during AAR Audits.

Copy of this completed form with check for inspection must be mailed to the Director-Rules and Inspection, AAR, 50 F Street, NW, Washington, DC 20001-1564.

SAMPLE LETTER OF INTENT

January 1, 1992

Director - Rules and Inspection
Association of American Railroads
50 F Street, N.W.
Washington, DC 20001

Re: 100 60' Boxcars Rebuilt/Rule 88 (_____)
New Unit Mark and Number

Dear Sir:

We are submitting for your approval the attached Form A, twenty (20) copies of the stress analysis, general arrangement, brake arrangement and underframe drawing for the above-referenced program.

It is our intent to start the program on March 1, 1992 with a projected completion date of February, 1993. In addition to complying with Rule 88 of the Office and Field Manuals the cars will have load dividers replaced.

The person handling the program will be:

Name:	Jocelyne G. Sweeney
Company:	Any Company, Inc.
Address:	10 Main Street Anytown, USA 00000
Phone Number:	(123) 456-7890

Please call Jocelyne if you have any further questions.

Sincerely,

b. **Rebuilt Units**

(1) Letter of Intent

The purpose of this letter is to formally notify the Association of American Railroads of rebuild programs to be implemented. The letter must be typewritten on letterhead and must include the following information (sample attached):

(a) Equipment initials and numbers
(b) Type of equipment
(c) Brief outline of program including projected start-up and completion dates
(d) Contact person, phone number and address
(e) Form A as attachment (See Section b.(2))
(f) 20 copies of stress analysis, general arrangement, brake arrangement and underframe drawing

(2) Form A

This form must be submitted to the Association of American Railroads along with the Letter of Intent, prior to the implementation of the rebuild program.

Forms must be typewritten and signed where indicated. This form is a data processing entry record and must be completed exactly as indicated. Alpha fields are to be left justified and numeric fields are to be right justified.

Submit one set of forms for each unit, or a group of similar units in a series.

(a) Report new unit mark, low reporting number and high reporting number, if applicable, must be listed in alpha numeric order.
(b) Report old unit mark, low reporting number and high reporting number, if applicable.
(c) Type of unit (AAR Car Type Code) as defined in the UMLER Specification Manual, Exhibit D. This manual is printed in the Official Railway Equipment Register.
(d) The date unit(s) was built new (report range of built dates; low built date and high built date).
(e) Report each location where work will be performed.
(f) Date sample unit(s) will be ready for inspection by the AAR Mechanical Inspection Department.
(g) Submitting party must sign letter and form and report company name, address, telephone number and contact person.

Form 88-C-5-2

ASSOCIATION OF AMERICAN RAILROADS
OPERATIONS AND MAINTENANCE DEPARTMENT

(1) Name of Seller _____
(Company or Individual)

(2) Name of Buyer _____
(Company or Individual)

(3) Date of Sale _____

(4) New Unit Mark and Number(s) _____
(New Reporting Mark)

(5) Previous Reporting Mark

(5a) Unit Mark(s)&Nos. (5b) Date Built New (5c) Date Rebuilt (5d) AAR Car Type Code

(6) Date and shop at which work was performed _____

Furnish description of work performed:

(7) Location of Unit(s) _____

(8) Date Ready for Inspection _____

n accordance with Rule 88, Section C.2.b.(2) of the Office Manual, the above nit(s) has had structural weakness or damage which has been corrected to eet the mechanical requirements for rebuilt units as listed in Section C.3 nd all interchange requirements, and are being submitted for approval to the ransportation and Mechanical Divisions of the AAR.

or Buyer _____ Date _____
(Name and Title)

elephone Number _____

Approved By
Mechanical Division

_____

Approved By
Customer Service Division

_____

Two (2) copies of this form, with check attached, must be completed and mailed to the Director-Rules and Inspection, Mechanica Division, Association of American Railroads, 50 F Street, NW, Washington, DC 20001-1564.

Form 88-C-5-1

ASSOCIATION OF AMERICAN RAILROADS
OPERATIONS AND MAINTENANCE DEPARTMENT
AAR Record of Certification of Other than New Cars
Sold for Use in Interchange Service

(1) Name of Seller _____
(Company or Individual)

(2) Name of Buyer _____
(Company or Individual)

(3) Date of Sale _____

(4) New Unit Mark and Number(s) _____
(New Reporting Mark)

(5) Previous Reporting Mark

(5a) Car Mark(s) & Nos. (5b) Date Built New (5c) Date Rebuilt (5d) AAR Car Type Code

In accordance with Rule 88, Section C.2.b. (1) of the Office Manual, the above unit(s) have no basic structural weakness or damage which would cause an unsafe operating condition and currently meet all interchange requirements.

The above statement is certified correct by both the seller and the buyer.

For Seller _____ Date _____
(Name and Title)

For Buyer _____ Date _____
(Name and Title)

Telephone Number _____

Approved By
Mechanical Division

_____

Approved By
Customer Service Division

_____

Two (2) copies of this form, with check attached, must be completed and mailed to the Director-Rules and Inspection, Mechanical Division, Association of American Railroads, 50 F Street, NW, Washington, DC 20001-1564.

(2) Form 88-C-5-2
This form must be submitted to the Association of American Railroads for units sold which are to be used in interchange service and which have structural weakness or damage. Its purpose is to certify that the unit(s) has been modified to meet the mechanical requirements for a rebuilt unit and would not cause an unsafe operating condition.

One form must be submitted for each unit or group of similar units in a series.

Form must be typewritten and contain the following information where applicable:

(a) The individual or company responsible for the sale of the unit(s).
(b) The individual or company responsible for the purchase of the unit(s).
(c) The date of the sale.
(d) The new reporting mark and unit number(s) must be listed in alpha numeric order.
(e) The old reporting mark.
  i. The old unit mark and number(s).
  ii. The date the unit was built new (month and year).
  iii. The date the unit was rebuilt (month and year). (A rebuilt unit must be recognized as such by the Association of American Railroads. Do not indicate if a unit was reconditioned, refurbished, etc.)
  iv. Type of unit (AAR Car Type Code) as defined in the UMLER Specification Manual, Exhibit D.
(f) The date and shop at which the work was performed, furnishing a description of the work performed. Use additional supplements if needed.
(g) Advise location of unit(s).
(h) Advise date unit(s) is ready for inspection by the Mechanical Inspection Department.

The form must be signed by the buyer certifying that the unit meets the interchange requirements of the Office Manual and the Field Manual.

The form must be approved by the Association of American Railroads' Mechanical Division and Customer Service Division.

4. MECHANICAL REQUIREMENTS FOR MODIFIED UNITS

a. Units which are modified to include any of the changes in C.3.b. must comply with the provisions of that Section.

5. FORMS AND INSTRUCTIONS

a. Newly Acquired Units

(1) Form 88-C-5-1
This form must be submitted to the Association of American Railroads for units sold which are to be used in interchange service. Its purpose is to certify that the unit(s) has no basic structural weakness or damage that would cause an unsafe operating condition.

One form must be submitted for each unit or group of similar units in a series.

Form must be typewritten and contain the following information where applicable:

(a) The individual or company responsible for the sale of the unit(s).
(b) The individual or company responsible for the purchase of the unit(s).
(c) The date of the sale.
(d) The new reporting mark and unit number(s) must be listed in alphanumeric order.
(e) The old reporting mark.
  i. The old unit mark and number.
  ii. The date the unit was built new (month and year).
  iii. The date the unit was rebuilt (month and year). (A rebuilt unit must be recognized as such by the Association of American Railroads. Do not indicate if a unit was reconditioned, refurbished, etc.)
  iv. Type of unit (AAR Car Type Code) as defined in the UMLER Specification Manual, Exhibit D.

The form must be signed by both the buyer and seller certifying that the unit meets the interchange requirements of the Office Manual and Field Manual.

The form must be approved by the Association of American Railroads' Mechanical Division and Customer Service Division.

Exhibit A
TRUCK STABILIZING DEVICES

Description	Status	Conditionally Accepted Under Provisions of M-965-68	Conditionally Approved Under Provisions of M-965-81	Approved Under Provisions of M-965-86
ASF Simplex Side Bearing	1	*		
Transdyne Friction Strut	3	*		
MDA Control Master	3,4	*	*	
MDA Control Master II	3,4		*	
Stucki HS-7	1,4	*		*
Stucki HS7-100	1,4	*		*
Stucki HS-10	1,4			*
Stucki SV-6 (HS-9)	3	*		
Barber S-2-c with Double Coil Springs	1	*		
National Super C-1 Friction Truck	1	*		
ASF Ride Control Truck With Increased Load on Built-in Snubbing Elements	1	*		
Stucki HS-3	3	*		
Standard Car Truck Barber System and Center Plate Extension	1	*		
National Resilient Side Bearings With Super C-1 Truck	1	*		
Stucki HS-6	3	*		
ASF T-11 Truck With Simplex Side Bearing	2	*		
ASF T-11 Truck With D-7 Spring and Simplex Side Bearing	2	*		
Barber S-2-HD w/o C-PEP	1		*	
Barber S-2-HD W/C-PEP	1		*	
ASF Ridemaster Truck with D-7 Springs	1			*
ASF Primary Aligned Truck with D-7 Springs	1		*	
ASF Ridemaster Truck with D-5 Springs	1			*
ASF Roadmaster Truck with D-5 Springs	1			*

Status Notes

1. Actively manufactured.
2. Not actively manufactured but replacement parts or units are available.
3. Not manufactured and replacement units or parts are not available.
4. Secondhand not permitted for application to new and rebuilt cars.

RULE 88 (Cont'd.)

MINIMUM
MECHANICAL REQUIREMENTS

CATEGORY	SPECIFICATIONS	REBUILT	NEW
(17) SPECIAL EQUIPMENT (continued)	iii. Side protection with provision for AAR approved end enclosures.	X	X
	iv. Each corner at each deck must have portable bridge plate hinges.	X	X
	v. Superstructure must be equipped with continuous low profile channel style tie-down track in accordance with AAR Specification M-957.	X	X
	vi. Tie-down device shall be replaced with new equipment or the existing equipment must be removed, disassembled, inspected, repaired as necessary, reassembled and lubricated prior to reapplication.	X	X

MINIMUM
MECHANICAL REQUIREMENTS

CATEGORY	SPECIFICATIONS	REBUILT	NEW
(17) SPECIAL EQUIPMENT (continued)	(b) FLAT CARS IN TOFC/COFC SERVICE		
	i. Units in TOFC service must be equipped with trailer hitches meeting the requirements of Specification M-928.	X	X
	ii. Units in COFC service must have "Intermodal Container Support and Securement Systems" meeting the requirements as outlined in AAR Specification M-952, Section I of the Manual of Standards and Recommended Practices.	X	X
	(c) MULTI-LEVEL SUPERSTRUCTURES		
	i. Superstructure and attachments must meet the requirements of AAR Specifications M-941, M-950, M-950A, M-954, M-955, M-956, latest revision, as appropriate.	X	X
	ii. Superstructures equipped with hinged deck system must have hinge pin removed for inspection of both hinge and pin. Replace hinge pin or hinge if either is worn in excess of 10%. Hinged decks must have positive lock up and lock down system.	X	X

MINIMUM
MECHANICAL REQUIREMENTS

CATEGORY	SPECIFICATIONS	REBUILT	NEW
(16) WHEELS AND AXLES	(a) Units equipped with Class F(6-1/2 in. x 12 in.) axles and 2 four-wheel trucks per unit, must have steel wheels of at least 36 in. nominal diameter.		X
	(b) New units must be equipped with heat treated curved plate wheels.		X
	(c) Rebuilt units must be equipped with curved plate wheels	X	
(17) SPECIAL EQUIPMENT	(a) FLAT CARS		
	i. Flat cars must have uniform width between inside of stake pockets as defined in Standard S-228, Manual of Standards and Recommended Practices.		X
	ii. General service flat cars must be equipped with lading strap anchors as indicated in Manual of Standards and Recommended Practices, S-230.	X	X
	iii. General service flat cars, new and redecked with wood decking must be of AAR standard wood decking sizes of 2-5/8 in. minimum thickness and 5-1/2 in. minimum width and all edges must be square.	S	N

MINIMUM
MECHANICAL REQUIREMENTS

CATEGORY	SPECIFICATIONS	REBUILT	NEW
(15) TRUCK COMPONENTS (continued)	(d) Units with total weight on rail of 263,000 lbs. and over must have wear liners applied to the center plate portion of cast steel truck bolsters in accordance with the requirements in S-305 of the Manual of Standards and Recommended Practices.	X	X
	(e) Truck stabilizing devices must be Approved/Conditionally Approved (see Exhibit A).	S	S
	(f) Side bearing clearance of 3/16 in. minimum and 5/16 in. maximum must be maintained on units equipped with devices covered by Exhibit A except those indicated which are constant contact type side bearings.	X	X
	(g) Body side bearing wear plates plus attachments must be in accordance with the Manual of Standards and Recommended Practices, Section C, S-235.	X	X
	(h) Springs must be in accordance with Section D, Manual of Standards and Recommended Practices.	R	N
	(i) The car builder must record the manufacturer and pattern number for truck castings applied to each unit series built. The records must be provided to the owner and maintained by the car builder for a period of ten years.		X
	(j) Springs must be recertified in accordance with AAR Specification S-3006.	R	

MINIMUM
MECHANICAL REQUIREMENTS

CATEGORY	SPECIFICATIONS	REBUILT	NEW
(15) TRUCK COMPONENTS	(a) Units must have trucks equipped with snubbing devices or built-in snubbing features. Units with conventional four-wheel trucks, except for high capacity and special cars approved by the Car Construction Committee, must have trucks equipped with springs having not less than 3-11/16 in. travel.		X
	(b) Units must have trucks equipped with snubbing devices or built in snubbing features. Units with conventional four-wheel trucks must be equipped with springs having not less than 2-1/2 in. travel.	X	
	(c) Units with 4-wheel trucks having 6-1/2 in. x 12 in. journals or larger, having truck centers within the range of 28 ft. to 48 ft. and loaded center of gravity exceeding 90 in. above top of rail, must be equipped with 3-11/16 in. minimum travel springs and approved supplemental snubbing device or devices in each spring group conditionally approved/approved under M-965, latest revision. Other devices to control unit stability in lieu of the above will be acceptable, providing they demonstrate control of unit stability through actual test of a prototype unit, both loaded and empty, on a test facility in accordance with AAR Specification M-965, latest revision.	X	X

MINIMUM
MECHANICAL REQUIREMENTS

CATEGORY	SPECIFICATIONS	REBUILT	NEW
(10) PAINTING AND STENCILING (continued)	(c) . Superstructure owner. . Superstructure number. . Original date built (month and year). . Rebuilt (month and year).		
(11) ROLLER BEARINGS	(a) Units must be equipped with journal roller bearings of AAR approved designs.	R	N
(12) ROOF COATING	(a) Box cars must not have underside of roof coated with an asphalt base material.	X	X
(13) SEALING DEVICES	(a) Covered hopper cars to be equipped with sealing devices on outlet in accordance with Manual of Standards and Recommended Practices, S-233.	X	X
(14) SILLS	(a) Body center plates must meet the design and application requirements of paragraph 4.4.14 in the Specifications for Design, Fabrication and Construction of Freight Cars.		N
	(b) Flanged type body center plates must be attached in accordance with the requirements of S-204 of the Manual of Standards and Recommended Practices.	X	X
	(c) Body center plates consisting of cylindrical bowls welded to backing plate or car body without an AAR approved interlocking feature are prohibited, unless the design is approved by AAR.	X	X
	(d) Center sills must conform to Specification M-1001, Design, Fabrication and Construction of Freight Cars, Section 3.1.2.6.1(b) and (c) does not apply to rebuilt units.	X	X

MINIMUM
MECHANICAL REQUIREMENTS

CATEGORY	SPECIFICATIONS	REBUILT	NEW
(10) PAINTING AND STENCILING	(a) If unit is to be painted, all surfaces must be thoroughly cleaned to remove loose mill scale, rust, grease, and foreign matter before painting is begun. This should preferably be done by blast abrasive cleaning. If unit is blast cleaned prior to painting, trucks must be removed or protective covering applied and the following parts thoroughly protected from the blasting abrasive and paint: . Air brake equipment. . Hand brake. . Slack adjuster. . Couplers. . Draft gears. . Cushioning devices. . Coupler yokes. . Plug door mechanism. . Roller bearings. Before replacing trucks or removing protective covering, blast abrasive must be thoroughly blown off car.	X	X
	(b) All units must be stenciled in accordance with S-910 or S-913 of the Manual of Standards and Recommended Practices or AAR Specifications for Tank Cars M-1002, latest revision, as applicable.	X	X
	(c) A multi-level superstructure recognized as being rebuilt shall be stenciled by the owner as follows, at the top of shear bay panels, AR & BL location using minimum 1/2 in. characters:	X	