



THOMPSON
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October 20, 2016

RECORDATION NO. 19361-H
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SURFACE TRANSPORTATION BOARD

VIA E-FILING

Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423

Re: Rider 4 to Railcar Net Leasing Agreement (2 of 8)

Dear Sir/Madam:

Enclosed for recording with the Surface Transportation Board ("STB"), pursuant to the provisions of 49 U.S.C. Section 11301(a), is Rider 4 to Railcar Net Leasing Agreement ("Rider 4") dated as of July 1, 2003, a secondary document to the Memorandum of Lease Agreement dated as of December 21, 1994, which was assigned recordation number 19361. We request that this document be given the next available recordation number under 19361.

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

Lessor: Citicorp Railmark, Inc.
450 Mamaroneck Avenue
Harrison, New York 10528

Lessee: Union Pacific Railroad Company
1416 Dodge Street, Room 200
Omaha, Nebraska 68179

A description of the equipment covered by Rider 4 consists of 247 Mechanical Refrigerated Boxcars with marks and numbers FGMR 12576 – FGMR 12924, sporadic. Kindly find a list of the equipment in Schedule 1 and Schedule 2 to Rider 4.

We have faxed concurrently with this e-filing, the STB payment form to be charged in the amount of \$45 for the required recordation fee.

A short summary of the document to appear in the index follows:

Rider 4 to Railcar Net Leasing Agreement dated as of July 1, 2003 between Citicorp Railmark, Inc. and Union Pacific Railroad Company covering 247 Mechanical Refrigerated Boxcars with marks and numbers FGMR 12576 –

FGMR 12924, sporadic. The railcars are as follows: FGMR 12576, FGMR 12578, FGMR 12580, FGMR 12581, FGMR 12582, FGMR 12583, FGMR 12584, FGMR 12586, FGMR 12587, FGMR 12588, FGMR 12594, FGMR 12596, FGMR 12599, FGMR 12601, FGMR 12603, FGMR 12605, FGMR 12606, FGMR 12609, FGMR 12610, FGMR 12611, FGMR 12612, FGMR 12614, FGMR 12615, FGMR 12617, FGMR 12620, FGMR 12622, FGMR 12623, FGMR 12626, FGMR 12627, FGMR 12630, FGMR 12631, FGMR 12633, FGMR 12635, FGMR 12636, FGMR 12637, FGMR 12638, FGMR 12641, FGMR 12642, FGMR 12644, FGMR 12645, FGMR 12646, FGMR 12647, FGMR 12648, FGMR 12649, FGMR 12651, FGMR 12652, FGMR 12654, FGMR 12656, FGMR 12658, FGMR 12660, FGMR 12662, FGMR 12663, FGMR 12666, FGMR 12668, FGMR 12669, FGMR 12671, FGMR 12672, FGMR 12673, FGMR 12675, FGMR 12677, FGMR 12678, FGMR 12679, FGMR 12680, FGMR 12681, FGMR 12682, FGMR 12683, FGMR 12684, FGMR 12691, FGMR 12693, FGMR 12694, FGMR 12695, FGMR 12697, FGMR 12699, FGMR 12700, FGMR 12701, FGMR 12707, FGMR 12709, FGMR 12710, FGMR 12714, FGMR 12715, FGMR 12716, FGMR 12719, FGMR 12721, FGMR 12724, FGMR 12725, FGMR 12726, FGMR 12731, FGMR 12732, FGMR 12734, FGMR 12735, FGMR 12736, FGMR 12743, FGMR 12744, FGMR 12746, FGMR 12747, FGMR 12748, FGMR 12749, FGMR 12750, FGMR 12754, FGMR 12755, FGMR 12757, FGMR 12763, FGMR 12765, FGMR 12766, FGMR 12768, FGMR 12770, FGMR 12771, FGMR 12772, FGMR 12773, FGMR 12774, FGMR 12775, FGMR 12777, FGMR 12778, FGMR 12779, FGMR 12780, FGMR 12781, FGMR 12783, FGMR 12784, FGMR 12785, FGMR 12786, FGMR 12787, FGMR 12788, FGMR 12789, FGMR 12790, FGMR 12791, FGMR 12792, FGMR 12793, FGMR 12794, FGMR 12795, FGMR 12796, FGMR 12797, FGMR 12798, FGMR 12799, FGMR 12801, FGMR 12802, FGMR 12803, FGMR 12804, FGMR 12805, FGMR 12806, FGMR 12807, FGMR 12808, FGMR 12809, FGMR 12810, FGMR 12811, FGMR 12812, FGMR 12813, FGMR 12814, FGMR 12815, FGMR 12816, FGMR 12817, FGMR 12818, FGMR 12819, FGMR 12820, FGMR 12821, FGMR 12822, FGMR 12823, FGMR 12824, FGMR 12825, FGMR 12826, FGMR 12828, FGMR 12829, FGMR 12831, FGMR 12832, FGMR 12833, FGMR 12834, FGMR 12835, FGMR 12836, FGMR 12837, FGMR 12839, FGMR 12841, FGMR 12842, FGMR 12843, FGMR 12844, FGMR 12845, FGMR 12846, FGMR 12847, FGMR 12848, FGMR 12850, FGMR 12851, FGMR 12852, FGMR 12853, FGMR 12855, FGMR 12856, FGMR 12857, FGMR 12858, FGMR 12859, FGMR 12860, FGMR 12861, FGMR 12862, FGMR 12863, FGMR 12864, FGMR 12865, FGMR 12866, FGMR 12867, FGMR 12869, FGMR 12870, FGMR 12871, FGMR 12872, FGMR 12873, FGMR 12874, FGMR 12875, FGMR 12876, FGMR 12877, FGMR 12878, FGMR 12879, FGMR 12881, FGMR 12882, FGMR 12883, FGMR 12884, FGMR 12885, FGMR 12886, FGMR 12887, FGMR 12888, FGMR 12889, FGMR 12890, FGMR 12891, FGMR 12892, FGMR 12894, FGMR 12895, FGMR 12896, FGMR 12897, FGMR

October 20, 2016

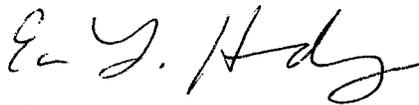
Page 3

12898, FGMR 12899, FGMR 12900, FGMR 12901, FGMR 12902, FGMR 12904, FGMR 12905, FGMR 12906, FGMR 12907, FGMR 12908, FGMR 12909, FGMR 12910, FGMR 12911, FGMR 12912, FGMR 12913, FGMR 12914, FGMR 12915, FGMR 12916, FGMR 12917, FGMR 12918, FGMR 12919, FGMR 12920, FGMR 12921, FGMR 12922, FGMR 12923 and FGMR 12924.

If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

Thompson Coburn LLP

A handwritten signature in black ink, appearing to read "E. J. Hady". The signature is fluid and cursive, with the first letters of each name being capitalized and prominent.

~~By~~
For Marjorie F. Krumholz

MFK/elh

Enclosures

RIDER 4 TO RAILCAR NET LEASING AGREEMENT
BETWEEN CITICORP RAILMARK, INC. ("CITICORP") AND
UNION PACIFIC RAILROAD COMPANY ("LESSEE")
DATED AS OF DECEMBER 21, 1994, AS AMENDED AND
SUPPLEMENTED TO THE DATE HEREOF (THE "LEASE")

DATE OF RIDER: July 1, 2003

NUMBER OF CARS AND CAR TYPE: Up to 247 Mechanical Refrigerated Boxcars

EXISTING CAR MARKS AND NUMBERS: On Schedules 1 and 2 attached hereto

NEW CAR MARKS AND NUMBERS: To be provided by Lessee to CITICORP in writing as soon as possible but no later than upon the completion of the repairs under the Repair Agreement (as hereinafter defined).

EXISTING LEASE: The Cars are currently being leased by CITICORP to Lessee under the Lease and Rider 1 with respect to the Cars lists on Schedules 1 and 2 hereto. Each of the Cars shall continue to be subject to the Existing Lease until such Car has been delivered to the Repair Facility (as hereinafter defined) at which time such Car shall become subject to the Lease and this Rider.

LEASE COMMENCEMENT DATE: July 1, 2003; provided a Car shall become subject to the Lease and this Rider upon its delivery to the Repair Facility, and provided further that rent on a Car delivered to the Repair Facility shall abate while the Car is at the Repair Facility being repaired and shall commence upon completion of such repairs, provided, however, that, such rental abatement shall not exceed sixty (60) days.

REPAIRS TO THE CARS: Lessee and CITICORP have entered into a Railcar Repair Agreement dated as of July 1, 2003 between Lessee and CITICORP (the "Repair Agreement"), pursuant to which Lessee will be repairing the Cars. The repairs under the Repair Agreement will be performed at Lessee's repair facility at DeSoto, Missouri (the "Repair Facility").

ACCEPTANCE,
REMOVAL OF REEFER
UNITS, DELIVERY
TO THE REPAIR FACILITY
:

Lessee agrees that all of the Cars shall be deemed to be accepted by Lessee, without inspection, except for any Cars which sustain wreck damage and are casualtyed prior to the date of this Rider. Prior to movement of the Cars to the Repair Facility, Lessee will move the Cars (under the Existing Lease) to its facility at Pocatello, Idaho (the "Pocatello Facility") and will remove the reefer units from the Cars. Lessee will then move the Cars to the Repair Facility for repair pursuant to the Repair Agreement. All transportation charges to move the Cars to and from the Pocatello Facility and to and from the Repair Facility shall be for Lessee's account.

LEASE TERMINATION DATE:

The Lease Termination Date for all the Cars shall be the same and shall be the tenth (10th) year anniversary following completion of the repairs under the Repair Agreement to the last Car. Such date shall be deemed to be the date of Lessee's invoice to CITICORP for the repairs under the Repair Agreement to the last Car.

CAR MARKINGS:

Lessee shall, at its expense, as promptly as reasonably practicable, change the alpha and numeric designations of the Cars to the New Car Marks.

PAYMENT FREQUENCY:

Monthly, in arrears, provided that if CITICORP's invoice is not received by Lessee at least 10 days prior to month's end, Lessee shall have 10 days from receipt of CITICORP's invoice to make its payment.

RENT PAYMENT:

\$560 per Car per month, subject to the Lease Commencement Date provisions of this Rider, and provided, further, that CITICORP reserves the right to adjust the Rent Payment amount, from time to time, for any changes in repair costs assumed in CITICORP's proposal letter dated February 10, 2003 to Lessee, any interest rate fluctuations or any change in CITICORP's cost of funds between January 30, 2003 and the

dates on which payment is made by CITICORP to Lessee under the Repair Agreement, and changes in such payment dates under the Repair Agreement.

PAYMENT INSTRUCTIONS:

By wire transfer to:

CITIBANK, N.A.
New York, New York
ABA No. 021000089
Account No. 40519181
Account Name: Citicorp Railmark, Inc.

CASUALTY VALUE:

Per the Casualty Value Schedule attached hereto as Schedule 3.

PERMISSIBLE COMMODITIES/SERVICE:

Perishable and frozen foods

DELIVERY LOCATION:

As the Cars are currently subject to the Existing Lease, Lessee confirms that it has taken delivery of the Cars for the purposes of the Lease and this Rider.

RETURN LOCATION:

Interchange points on Lessee's lines as specified by CITICORP pursuant to paragraph 14 of the Lease.

ADDITIONAL RETURN PROVISIONS:

The language in Section 14 of the Lease that each Car "shall be in at least as good condition as when delivered to Lessee, ordinary wear and tear excepted..." shall, for purposes of this Rider, refer to the condition of the Car immediately after such Car has been repaired and accepted by CITICORP pursuant to the Repair Agreement.

Each Car shall be maintained throughout the Term, and returned, in the condition required by the Lease and this Rider. On return, each Car shall be in the condition required to pass a pre-trip inspection pursuant to Schedule 4 attached hereto and hold a refrigerated load.

USE AND MAINTENANCE OF REFRIGERATION UNIT ON EACH CAR:

Per the Specifications set forth on Schedule 5 hereto.

MEMORANDUM OF LEASE:

Upon CITICORP's request, Lessee agrees to execute and deliver a Memorandum of Lease relating to this Rider, on terms reasonably acceptable to both parties, which, at CITICORP's option, will be filed by CITICORP with the Surface Transportation Board.

ADDRESS CHANGE:

The address for Robert W. Kleinman in Section 32 of the Lease is changed to the following:

Robert W. Kleinman
Piper Rudnick
203 N. LaSalle Street, Suite 1800
Chicago, Illinois 60601
(312) 368-7060
Fax No. (312) 630-6343

Agreed to as of this 1st day of July, 2003, by and between Citicorp Railmark, Inc. and Union Pacific Railroad Company.

CITICORP RAILMARK, INC .

UNION PACIFIC RAILROAD COMPANY

By: *S. J. Holley*
Its: SENIOR VICE PRESIDENT

By: JEFF GLASGOW
Its: SR. ANALYST-LEASING

Jeff Glasgow

SCHEDULE 1 TO RIDER 4

184 Mechanical Refrigerated Boxcars
marked as follows (all inclusive):

FGMR 12578	FGMR 12694
FGMR 12582	FGMR 12695
FGMR 12583	FGMR 12699
FGMR 12586	FGMR 12707
FGMR 12599	FGMR 12710
FGMR 12603	FGMR 12714
FGMR 12605	FGMR 12715
FGMR 12609	FGMR 12716
FGMR 12610	FGMR 12719
FGMR 12615	FGMR 12731
FGMR 12617	FGMR 12732
FGMR 12620	FGMR 12734
FGMR 12622	FGMR 12743
FGMR 12627	FGMR 12747
FGMR 12630	FGMR 12748
FGMR 12631	FGMR 12754
FGMR 12633	FGMR 12755
FGMR 12635	FGMR 12765
FGMR 12636	FGMR 12766
FGMR 12638	FGMR 12770
FGMR 12642	FGMR 12771
FGMR 12646	FGMR 12772
FGMR 12647	FGMR 12773
FGMR 12648	FGMR 12774
FGMR 12649	FGMR 12775
FGMR 12654	FGMR 12777
FGMR 12656	FGMR 12781
FGMR 12658	FGMR 12783
FGMR 12660	FGMR 12784
FGMR 12663	FGMR 12785
FGMR 12668	FGMR 12786
FGMR 12669	FGMR 12787
FGMR 12671	FGMR 12788
FGMR 12673	FGMR 12789
FGMR 12677	FGMR 12790
FGMR 12678	FGMR 12792
FGMR 12679	FGMR 12793
FGMR 12680	FGMR 12794
FGMR 12681	FGMR 12795
FGMR 12684	FGMR 12796
FGMR 12691	FGMR 12797
FGMR 12693	FGMR 12798

FGMR 12799
FGMR 12801
FGMR 12802
FGMR 12803
FGMR 12804
FGMR 12805
FGMR 12806
FGMR 12807
FGMR 12808
FGMR 12809
FGMR 12810
FGMR 12811
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FGMR 12914
FGMR 12915

FGMR 12916
FGMR 12918
FGMR 12919
FGMR 12920

FGMR 12921
FGMR 12922
FGMR 12923
FGMR 12924

SCHEDULE 2 TO RIDER 4

63 Mechanical Refrigerated Boxcars
marked as follows (all inclusive):

FGMR 12576	FGMR 12724
FGMR 12580	FGMR 12725
FGMR 12581	FGMR 12726
FGMR 12584	FGMR 12735
FGMR 12587	FGMR 12736
FGMR 12588	FGMR 12744
FGMR 12594	FGMR 12746
FGMR 12596	FGMR 12749
FGMR 12601	FGMR 12750
FGMR 12606	FGMR 12757
FGMR 12611	FGMR 12763
FGMR 12612	FGMR 12768
FGMR 12614	FGMR 12778
FGMR 12623	FGMR 12779
FGMR 12626	FGMR 12780
FGMR 12637	FGMR 12791
FGMR 12641	FGMR 12812
FGMR 12644	FGMR 12819
FGMR 12645	FGMR 12821
FGMR 12651	FGMR 12824
FGMR 12652	FGMR 12853
FGMR 12662	FGMR 12856
FGMR 12666	FGMR 12872
FGMR 12672	FGMR 12877
FGMR 12675	FGMR 12884
FGMR 12682	FGMR 12890
FGMR 12683	FGMR 12895
FGMR 12697	FGMR 12906
FGMR 12700	FGMR 12907
FGMR 12701	FGMR 12910
FGMR 12709	FGMR 12917
FGMR 12721	

SCHEDULE 3 TO RIDER 4

CASUALTY VALUE SCHEDULE

<u>Rent Payment Date</u>	<u>Amount Per Car</u>
July 1, 2003 through December 31, 2003	\$57,749
January 31, 2004	\$57,730
February 28, 2004	\$57,708
March 31, 2004	\$57,684
April 30, 2004	\$57,641
May 31, 2004	\$57,595
June 30, 2004	\$57,547
July 31, 2004	\$57,480
August 31, 2004	\$57,410
September 30, 2004	\$57,337
October 31, 2004	\$57,261
November 30, 2004	\$57,181
December 31, 2004	\$57,098
January 31, 2005	\$57,011
February 28, 2005	\$56,921
March 31, 2005	\$56,828
April 30, 2005	\$56,730
May 31, 2005	\$56,629
June 30, 2005	\$56,526
July 31, 2005	\$56,418
August 31, 2005	\$56,307
September 30, 2005	\$56,193
October 31, 2005	\$56,076
November 30, 2005	\$55,956
December 31, 2005	\$55,834
January 31, 2006	\$55,709
February 28, 2006	\$55,581
March 31, 2006	\$55,449
April 30, 2006	\$55,316
May 31, 2006	\$55,179
June 30, 2006	\$55,039
July 31, 2006	\$54,896
August 31, 2006	\$54,751
September 30, 2006	\$54,602
October 31, 2006	\$54,450
November 30, 2006	\$54,296
December 31, 2006	\$54,140
January 31, 2007	\$53,983
February 28, 2007	\$53,822
March 31, 2007	\$53,658
April 30, 2007	\$53,493

<u>Rent Payment Date</u>	<u>Amount Per Car</u>
May 31, 2007	\$53,324
June 30, 2007	\$53,153
July 31, 2007	\$52,980
August 31, 2007	\$52,803
September 30, 2007	\$52,624
October 31, 2007	\$52,440
November 30, 2007	\$52,257
December 31, 2007	\$52,071
January 31, 2008	\$51,884
February 28, 2008	\$51,694
March 31, 2008	\$51,500
April 30, 2008	\$51,306
May 31, 2008	\$51,109
June 30, 2008	\$50,908
July 31, 2008	\$50,707
August 31, 2008	\$50,502
September 30, 2008	\$50,294
October 31, 2008	\$50,082
November 30, 2008	\$49,870
December 31, 2008	\$49,655
January 31, 2009	\$49,439
February 28, 2009	\$49,219
March 31, 2009	\$48,996
April 30, 2009	\$48,772
May 31, 2009	\$48,545
June 30, 2009	\$48,314
July 31, 2009	\$48,082
August 31, 2009	\$47,847
September 30, 2009	\$47,608
October 31, 2009	\$47,365
November 30, 2009	\$47,122
December 31, 2009	\$46,875
January 31, 2010	\$46,627
February 28, 2010	\$46,375
March 31, 2010	\$46,120
April 30, 2010	\$45,864
May 31, 2010	\$45,604
June 30, 2010	\$45,340
July 31, 2010	\$45,075
August 31, 2010	\$44,807
September 30, 2010	\$44,534
October 31, 2010	\$44,257
November 30, 2010	\$43,982
December 31, 2010	\$43,702
January 31, 2011	\$43,423

<u>Rent Payment Date</u>	<u>Amount Per Car</u>
February 28, 2011	\$43,139
March 31, 2011	\$42,852
April 30, 2011	\$42,565
May 31, 2011	\$42,274
June 30, 2011	\$41,979
July 31, 2011	\$41,685
August 31, 2011	\$41,387
September 30, 2011	\$41,084
October 31, 2011	\$40,777
November 30, 2011	\$40,472
December 31, 2011	\$40,163
January 31, 2012	\$39,856
February 28, 2012	\$39,544
March 31, 2012	\$39,228
April 30, 2012	\$38,915
May 31, 2012	\$38,597
June 30, 2012	\$38,274
July 31, 2012	\$37,954
August 31, 2012	\$37,629
September 30, 2012	\$37,300
October 31, 2012	\$36,966
November 30, 2012	\$36,634
December 31, 2012	\$36,298
January 31, 2013	\$35,964
February 28, 2013	\$35,625
March 31, 2013	\$35,281
April 30, 2013	\$34,940
May 31, 2013	\$34,594
June 30, 2013	\$34,243
July 31, 2013	\$33,894
August 31, 2013	\$33,541
September 30, 2013	\$33,183
October 31, 2013	\$32,820
November 30, 2013	\$32,466
December 31, 2013 and until such time as the Car is returned to CITIRAIL in accordance with the provisions of the Lease and this Rider.	\$32,106

SCHEDULE 4 TO RIDER 4

CONDITIONS¹

Lessee to perform industry standard Pre-Trip Inspection of all systems and components in accordance with the manufacturer's recommendations and in no event less than the standard of inspection performed by Lessee on other similar equipment owned or leased by Lessee, and to adjust, repair or replace the same as may be necessary to allow for the immediate use of the Car in rail interchange service for transportation of refrigerated food products.

¹ The Conditions contained in this Schedule 4 are subject to modification, from time to time, by agreement of the parties.

SCHEDULE 5 TO RIDER 4

SPECIFICATIONS

Union Pacific Railcar Company Freight Car Repair Specifications Dated July 31, 2003

[attached]

UNION PACIFIC RAILROAD COMPANY
FREIGHT CAR REPAIR SPECIFICATION

DESCRIPTION: Repair and Modification of MECHANICAL REFRIGERATOR BOX CARS



RED ZONE



**THAT AREA WITHIN AN ARM'S LENGTH OF THE TRACK,
OR ANY PHYSICAL POSITION WHICH PLACES THE
EMPLOYEE IN A LIFE THREATENING SITUATION.**

**CAR DEPARTMENT AND CAR SHOP
RED ZONE FOCUS**

**FREIGHT CAR DOOR MOVEMENT AND REPAIR, HINGED
DECKS.**

MOVEMENT OF CARS IN AND OUT OF OUR FACILITIES.

DERAIL AND BLUE FLAG ACTIVITIES.

**JACKING AND LIFTING EQUIPMENT, LIFTING AND
MOVING MATERIAL WITH OVERHEAD CRANES.**

REVISION:

Date:

UNION PACIFIC RAILROAD COMPANY FREIGHT CAR MBO REPAIR SPECIFICATION

DESCRIPTION: Repair and Modification of MECHANICAL REFRIGERATOR BOX CARS

INTRODUCTION

This specification covers the requirements for the upgrade and repair of mechanical refrigerator box cars. In addition to this specification, subject cars are to comply with the current FRA and AAR rules.

SCOPE

The scope of this specification is to identify the repairs and upgrades required to improve reliability, efficiency, to provide customers with an acceptable car and provide the guidelines for performing those repairs.

Safety

All work will be in accordance with the JSA developed specifically for the task performed.

MECHANICAL REQUIREMENTS

0100 SAFETY APPLIANCES

0101 References: AAR Rule 79 for Ladders, Ladder Treads, Handholds, and Sill Steps
49CFR Part 231 Railroad Safety Appliances Standards

0102 Safety appliances are to be inspected for compliance with 49CFR Part 231 Railroad Safety Appliances Standards. Damaged safety appliances are to be repaired or replaced.

0500 AIR BRAKES

0501 References: AAR Rule 3 Testing of Air Brakes
AAR Rule 4 Air Brakes and Parts
AAR Rule 5 Air Brake Hoses
AAR Rule 6 Brake Beams
AAR Rule 7 Brake Beam Hangers
AAR Rule 8 Brake Beam Hanger Brackets and Wear Plates
AAR Rule 9 Brake Connection Pins
AAR Rule 10 Brake Beam and Bottom Rod Supports
AAR Rule 11 Brake Levers, Guides and Connection Rods
AAR Rule 12 Brake Shoes and Keys
AAR Rule 13 Hand Brakes
Section E, Standard S-491
Section E, Standard S-486
Section E, Standard S-424

Section E, Standard S-426
Section E, Standard S-428
Section E, Standard S-4021

502 Perform a Single Car Air Brake Test, in accordance with S-486, including a brake cylinder leakage test. Defective brake control valves are to be replaced using ABDT service portions, ABDS or ABDWS emergency portions, or ABDX portions. When replacing valve portions, use the least expensive alternatives available that meet requirements. **(Note: ABDW emergency portions must be replaced with either ABDWS or ABDX portions).** Install Automatic Test Device Access Plate between pipe bracket and service portion. The access plate cover should incorporate a brake cylinder pressure tap.

NOTE: When the new air brake test equipment, allowing the testing of the brakes from the end hose location become available at the shop, the Access Plate will no longer be required.

- 0503 Air brake hoses and supports to be inspected per AAR Rules 4 and 5 and repaired or replaced, if defective. **All banded hoses are to be replaced.**
- 0504 Check end arrangement for damage, incorrect repairs and that the angle cock has been relocated to the S-424 location. Make necessary corrections. End hose height above rail is to be **5 inches minimum.**
- 0505 Angle cocks are to be inspected and replaced, if defective, with approved ball-type angle cocks.
- 0506 Retainer valves are to be inspected and replaced, if defective, with 3 position valves.
- 0507 Dirt collector/cutout cocks are to be replaced, if defective, with approved ball-type.
- 0508 Handbrakes are to be replaced, if defective, with an AAR Group N unit.
- 0509 Slack adjusters on cars equipped with body mounted brake systems shall be inspected and replaced, if defective, with Group E mechanical double jaw, double acting units.
- 0510 Inspect all brake rigging and supports; repairs shall be in accordance with AAR Rules 6 through 12. All cotter keys are to have both legs bent.
- 0511 Brake shoes are to be replaced, if defective or worn, per AAR Rule 12.
- 0512 Brake beams are to be inspected and replaced, if defective, with what is standard to car, reference AAR Rule 6.
- 0513 WABCOPAC II conversion kits are to be applied on those cars equipped with Truck mounted brake systems. **Truck mounted brake systems require the application of Piston Travel Decal.**
- 0514 Clean Brake systems as required.

1000 TRUCKS



- 1001 References: AAR Rule 88 Mechanical Requirements for Acceptance
AAR Rule 47 Truck Bolsters
AAR Rule 48 Truck Side Frames
AAR Rule 50 Truck Springs

AAR Rule 41 Wheels
AAR Rule 43 Axles
AAR Rule 36 Roller Bearings
AAR Rule 37 Roller Bearing Adapters
Section D, Specification M-214
Section D, Standard S-366
Section D, Standard S-323

- 1002 Inspect trucks for excessive wear. Trucks showing excessive wear are to be disassembled and the side frames and bolsters shall be reconditioned as needed in accordance with M-214. A small percentage of trucks will have been reconditioned.
- 1003 Inspect friction castings for excessive wear and springs for cracks or breakage and replace as required.
- 1004 Inspect load springs for breakage. Gauge height and replace as necessary.
- 1005 Roller bearing adapters are to be replaced if worn-out. Otherwise, reuse adapters, rotating them 180 degrees to maximize remaining life.
- 1006 Wheel sets shall be replaced when found with defects referenced in AAR Rule 41. All straight plate wheels; all wheel sets in service 275,000 mi. or more; and all wheel sets with roller bearing cap screw seal rings shall be replaced.
- 1007 Roller side bearings shall be converted to long travel, constant contact type. Existing constant contact side bearings shall have components inspected per the manufacturer's instructions and replaced as necessary.
- 1008 Verify UMLER Bearing and Brake Shoe Code for correctness. Report any errors.

1500 DRAFT SYSTEM

- 1501 References: AAR Rule 17 E/F Couplers
AAR Rule 18 F Couplers
AAR Rule 20 F Yokes
AAR Rule 21 Draft Gears
AAR Rule 22 Uncoupling Levers
AAR Rule 59 Cushioning Units
- 1502 Visually inspect couplers, yokes, buff units and draft gears for excessive wear, cracked, broken or missing components. Remove, if defective, for repair.
- 1503 Replace couplers, if defective, with Grade E steel couplers, using Grade E knuckles and locks. New E-head couplers shall be a bottom shelf type.
- 1504 Inspect cushioning units and replace if defective. Apply gas units only.
- 1505 Inspect uncoupling levers and replace, if defective.
- 1506 Coupler carrier wear plates are to be inspected and replaced, if defective.

2000 UNDERFRAME

- 2001 References: AAR Rule 57 Center Sill Repairs
AAR Rule 58 Side Sill Repairs
AAR Rule 60 Center Plate Inspection
- 2002 The underframe structure shall be inspected for cracks, with special attention to the body bolster/center sill connections. Damage is to be repaired per AAR Rules 57 and/or 58.

- 2003 Inspect and repair damaged or bent stringers and cross members.
- 2004 Inspect and repair or replace damaged or excessively worn strikers.
- 2005 Body center plates with wear exceeding Rule 60 limits shall be replaced or repaired. Cracked center plates that cannot be repaired must be replaced.
- 2006 Sliding sill are to be inspected for wear or damage and repaired as necessary. Carriers are to have the wear plates replaced, as needed, to maintain uniform support.

2500 PAINTING, STENCILING AND AEI TAGS

- 2501 References: AAR Rule 63 Automatic Equipment Identification
AAR Rule 80 Painting and Stenciling
Section L, Standard S-910
Stenciling Drawing

The following car components are to be protected prior to blast cleaning and/or painting:

- 2502 Brake Equipment: Air hoses Angle cocks
 Empty/Load valves Brake cylinders
 Hand brake AB valve
 Slack adjuster Dirt collector
 Vent valve Cut-out cock
 Retainer Badge plates (Other than cast type)
- 2503 Body: Draft components Center plates
- 2504 Trucks: Roller bearings Wheels
 Axles Truck components
- 2505 Entire car, exterior and interior of engine compartment, shall have loose paint and rust removed by brush blasting. Do not blast the roof if it is galvanized.
- 2506 A finish coat of approved Federal Safety White 219 paint shall be applied to a dry film thickness of 3 mils minimum to 5 mils maximum. Interior engine compartment walls are to be painted white. **Do not** paint the roof interior if galvanized.
- 2507 Trucks shall be given one light fog coat of black paint.
- 2508 Cars are to have delineators applied to each side and end of the car. Two (2) per end and seven (7) per side for a 50-ft. car. Delineators should be evenly spaced along the length of the car.
- 2508 Cars shall be stenciled in accordance with AAR Section L, Standard S-910 and Stencil Drawing for mechanical refrigerator cars.
- 2509 Cars are to be renumbered. A listing of the cars showing the current number and new number will be provided for the program.
- 2510 Brake stencils shall be updated to show current valves.

3000 STEEL ENDS

- 3001 Inspect the steel ends including the connections to the underframe. Damaged ends are to be repaired.
- 3002 Repair or straighten ends when bowed four inches or more from original dimensions.
- 3500 Sides**
- 3501 Side sheets with holes, cuts or penetrating gouges shall be repaired by applying an overlapping patch from the exterior.

- 3503 Side posts with penetrating gouges or other gouges that may effect the structural integrity of the car shall be repaired by cutting out the section of damaged post and welding in a replacement section. A backing bar is to be used to ensure proper weld penetration.



4000 DOORS

- 4001 References: AAR Rule 77 Door and Door Parts
Section H, Part III Lubrication Manual Rule 4
Section I, Standard S-813

- 4002 Inspect the doors and repair as required. Doors are to be operable by one man, both opening and closing; and must be straight to ensure tight sealing. Worn door rollers are to be replaced.

Note: If the top door retainer has been cut to remove the door for repairs; then a reinforcement must be welded to the outside of the door retainer after the door is reapplied and the retainer welded. The reinforcement is to extend past the cutout by a minimum of 2 inches each end and not to interfere with the door operation.

- 4003 **All doors shall be equipped with an "anti-spin" or "anti-kick back" device.**
Any gear-operated door, without one, shall be converted to anti-spin using RCS conversion kit # 60400. Stencil "ANTI-SPIN" on the doors near the operating handles when equipped. Lever operated doors shall have RCS Anti-kickback kit # 38314 applied unless they are already equipped.
- 4004 Ensure the doors are equipped with a 3rd upper crank arm and that they are in place and not damaged.
- 4005 Replace defective door gaskets. New gaskets shall be YSD "O" or PRC Crown gaskets, either a one piece or fitted type with glued corner pieces.
- 4006 Repair door liners as needed.
- 4007 Straighten lower door tracks and upper door retainer, if defective.
- 4008 Door stops and hold open devices shall be inspected and repaired or replaced, if defective.
- 4009 Ensure all door safety interlocks are operable.
- 4010 Use "smoke bomb" to test doors for tightness. Leaking doors to be repaired or adjusted and re-tested.
- 4011 Lubricate the doors per AAR Section H, Part III Lubrication Manual Rule 4. Replace any defective or missing grease fittings. Apply plastic caps (Store Item No. 321-5927) to all grease fittings after lubrication.

4100 ENGINE COMPARTMENT DOORS

- 4101 Remove compartment doors.
- 4102 Remove compartment door latches, top and bottom tracks and track stops.

4500 INTERIORS

- 4501 Floors must be inspected for deterioration and replaced as required, to include exterior sub floor.
- 4502 Floor rack stringers and slats shall be repaired as necessary. All narrow taper slats in the doorway, requiring removal, shall be replaced with new wide tapered slats.
- 4503 Install C-104 threshold seal bead as required, in accordance with UPFE Drawing CR-9812.
- 4504 End drains shall be inspected and repaired; missing drain caps must be replaced as necessary.
- 4505 Floor shall be re-coated with water proofing. Floor coating shall provide 100 percent coverage under load divider rails and cover to coping board and threshold. Prior to application, floors must be swept clean and instructions on proper application of water proofing followed.
- 4506 All sidewall holes shall be repaired or lining replaced; all floor rack safety latches shall be repaired or replaced; all bulged side lining shall be repaired. Shave walls with less than 107" clearance from sidewall to sidewall.
- 4507 Apply 1/8" x 24" composite scuff panels, to lower interior sidewalls unless already equipped.
- 4508 Ceiling sheets are to be inspected. Any sheets requiring more than 15 minutes to repair will be replaced with composite sheets. Any sheets that have been straightened or have had holes repaired, will be reapplied with new bolts or pop rivets.
- 4509 Measure the inside of the car to ensure the stenciling is correct. UMLER should be changed as required.
- 4510 Inspect roof for holes or damage. Repair or seal as required. All missing or leaking roof plugs must have a patch welded over top to seal from weather. TET tubes will be plugged with foam insulation and capped off, if not already sealed.

5500 SPECIAL EQUIPMENT

- 5501 Purge the refrigerant. Remove bulkhead pad boards and set-aside being careful not to damage them. **To be completed at Pocatello Shop.**
- 5502 Remove engine, generator, blower, batteries, condenser, evaporator, wiring, and piping from the engine compartment in preparation for installation of a new nose-mount type unit. Take care in handling components that have salvage value. **To be completed at Pocatello Shop.**
- 5503 Remove all mounts and securements from the compartment floor to provide a clear working surface. **To be completed at Pocatello Shop.**
- 5504 Cover or replace areas of the floor that have holes or openings to eliminate tripping hazards.
- 5505 Remove Temperature Gauge. Insulate and apply cover plate.
- 5506 Cut hole in compartment roof per drawing,
- 5507 The bulkhead and flue frames shall be removed in accordance with the bulkhead modification drawings. Remove insulation from areas where the bulkhead will be cut. After removal, rough edges or surfaces shall be ground smooth as necessary.
- 5508 Install framing for new bulkhead in accordance with drawings.

- 5509 Apply new bulkhead sheets to the framing. **(Note: this may be pre-welded, as part of the framing, and only portions may need to be secured after installation).** Install return air deflectors per drawings.
- 5510 After the car is painted, apply 4 inches of foam insulation to the inboard side of the new bulkhead
- 5511 Install nose mount unit. Torque bolts to 60 ft-lb. Install remote temperature probes and gauges, satellite monitoring equipment. **To be completed by the refrigeration unit manufacture.** The units are to incorporate the **StarTrak Rail Dynamic Sensor as part of the ReeferTrak units.**

5512 PAD BOARDS, A-END

- 5513 After installation of the new unit, re-apply pad boards with stainless steel bolts with grease applied to threads. **To be completed by the refrigeration unit manufacture.**
- 5514 Pad boards must be stenciled "**Caution - Hinges May be nonfunctional**".
- 5515 Replace all defective pad board hinges. Hinges may need to be relocated, check drawings for instructions.

5520 FUEL TANKS

- 5521 Purge fuel tanks and reclaim fuel. **To be completed at Pocatello shop.**
- 5522 Check fuel tanks for damage. If necessary to replace, use reclaimed tank.
- 5523 Replace fuel tank crossover hose and fill connection hoses as required.
- 5524 Replace purge plug "O" rings, fuel gauge gaskets and lenses as required. Purge water and sediment. **To be completed at Pocatello shop.**
- 5525 Treat tank with algaecide. Mark tank, after painting, to show tank has been purged.
- 5526 Install electronic gauges unless already equipped. **To be completed by the refrigeration unit manufacture.**

5530 FINAL CHECKOUT

- 5531 Add 100 gallons of fuel to fuel tanks. **To be completed by the refrigeration unit manufacture.**
- 5532 Bring the car temperature down to -10°F. This temperature should be reached in a 24-hour period. Run car through a complete defrost cycle. **To be completed by the refrigeration unit manufacture.**



5540 LOAD DIVIDERS

- 5541 References: Section H, Part III Lubrication Manual Rule 4, Rule 6
- 5542 Inspect the load dividers prior to moving to ensure that they are safe to operate.
- 5543 Remove any remaining load dividers from system owned equipment. Save usable material.

- 5544 On leased cars, thoroughly inspect all linkages, upper and lower corner pins and operating arms for defects and replace or repair as required. Dividers to be one-man operable.
- 5545 Patch faces of load dividers, as necessary to provide smooth surface. Grind surface welds flat to within 1/16".
- 5546 Ensure all safety items, hold-downs, cables, etc. are in place and in good condition. Replace if damaged, worn or missing.
- 5547 Inspect and repair carriages, as required.
- 5548 Inspect, repair or straighten crane rails, as required.
- 5549 Thoroughly clean the floor track and repair, as required.
- 5550 Lubricate the load dividers AAR Section H, Part III Lubrication Manual Rule 4, Rule 6. Replace any missing or defective grease fittings.

9500 MISCELLANEOUS

- 9501 A listing of cars completed is to be maintained. Man-hours and material usage to be reported.
- 9502 Check repair history of car for repeat repairs. Look for cause of problem and correct.
- 9503 Check defective cushions, draft gears, slack adjusters, brake valves, etc. for any applicable warranties.
- 9504 If there are questions regarding this specification, please contact Steve Lauver at 271-3004.
- 9505 It is recommended that a digital photographic history of the modification be made for future reference by the DeSoto Shop and Omaha.

STATE OF NEW YORK)
) SS:
COUNTY OF WESTCHESTER)

On this 21ST day of August, 2003, before me personally appeared BRADFORD Holley, to me personally known, who being duly sworn, says that he is a Sr. V. P. of CITICORP RAILMARK, INC., that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Donald E Hoyt

Notary Public

[NOTARIAL SEAL]

My Commission Expires:

STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

DONALD E. HOYT
Notary Public, State of New York
No. 02405044718
Qualified in Westchester County
Commission Expires June 5, 2007

On this 15 day of August, 2003, before me personally appeared Jeff Glasgow, to me personally known, who being by me duly sworn, says that he is a Sr. Analyst of UNION PACIFIC RAILROAD COMPANY, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Beverly A. Meeks
Notary Public

[NOTARIAL SEAL]

My Commission Expire 9-2-03

