

modified or amended. Said leased cars are described in Exhibit "A" attached to and made a part of this lease, which Exhibit may from time to time be supplemented to include additional cars in this lease.

SECTION 2. In all respects, except as otherwise provided herein or in the Operating Contract, the obligations and duties of the respective parties hereto with reference to said leased cars shall be the same as their respective obligations and duties under the Operating Contract with reference to Pullman owned cars.

ARTICLE II.

SECTION 1. The provisions of Section 1 of Article V of the Operating Contract shall apply if any differences shall arise with respect to the terms of this lease which cannot be amicably adjusted by and between the parties.

SECTION 2. This lease shall be in full force and effect from the 1st day of January, 1946, to the end of the "interim period" as defined in Article V, 3, of the Memorandum.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered these presents as of the day and year first above written.

THE PULLMAN COMPANY,

By

C. R. HARDING,
President.

[SEAL]

Attest:

R. J. LASCELLES,
Secretary.

SOUTHERN RAILWAY COMPANY,

By

ERNEST E. NORRIS,
President.

[SEAL]

Attest:

R. L. EDDINGTON,
Assistant Secretary.

Exhibit "A":

No cars under lease at date of execution—7/14/1947.

This Contract, made this fourteenth day of July, 1947, between THE PULLMAN COMPANY, party of the first part, the SOUTHERN RAILWAY COMPANY, party of the second part, and THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY, THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY COMPANY, the GEORGIA SOUTHERN AND FLORIDA RAILWAY COMPANY AND the NEW ORLEANS AND NORTH-EASTERN RAILROAD COMPANY, parties of the third part:

Referring to the contracts effective January 1, 1946, made between the parties of the first and second parts, relating to furnishing, operating, and leasing of sleeping cars and composite cars for lines of railroad owned or controlled or operated by the party of the second part as owner or as lessee, hereinafter called "Uniform Operating Contract", it is UNDERSTOOD and AGREED between the parties hereto that said Uniform Operating Contract is extended to and adopted by each of the parties of the third part the same as if originally parties thereto and is intended to and shall relate to and cover all the lines of railroad now or hereafter owned or controlled or operated by the parties of the third part or any of them.

All payments to be made by the party of the first part under said Uniform Operating Contract shall be made to the party of the second part, and all payments to be made to the party of the first part under said Uniform Operating Contract or this contract shall be made by the party of the second part, and all arrangements and settlements growing out of said Uniform Operating Contract or this contract shall be made between the parties of the first and second parts, the party of the second part being hereby fully authorized to act in that behalf; and all such payments, arrangements, and settlements shall be as binding on each of the parties of the third part as if made by itself.

Whenever any party of the third part shall cease to be a part of the lines of railroad embraced in the description of lines of railroad set forth in Section 1 of Article I of the Uniform Operating Contract, or shall cease to be controlled by the party of the second part, this contract and said Uniform Operating Contract and all rights and interest in and under either contract, except as to accounting and settlement upon