

This Contract, made this 14th day of July, 1947, between THE PULLMAN COMPANY (hereinafter called "Pullman"), party of the first part, and SOUTHERN RAILWAY COMPANY (hereinafter called the "Railroad"), party of the second part,

Witnesseth:

WHEREAS, by Memorandum Agreement dated October 18, 1945, and Supplemental Agreement dated November 20, 1945 (hereinafter called the "Memorandum") certain railroad companies constituted themselves an unincorporated Buying Group of railroads to accept the proposal of Pullman Incorporated, dated May 12, 1945, to sell the capital stock of Pullman, and did accept said proposal, and

WHEREAS, the District Court of the United States for the Eastern District of Pennsylvania (hereinafter called the "Court"), in Civil Action No. 994, United States of America vs. The Pullman Company, *et al.*, entered final order on January 4, 1946, approving sale of the stock of Pullman to the Buying Group of railroads,

WHEREAS, the Memorandum provides that Pullman under railroad ownership, shall, if desired by any railroad, renew its present sleeping car operating contract, with such modifications as may be agreed upon or necessary to conform to the Court's decrees and orders in said suit or to conform to the pertinent provisions of the Memorandum, and

WHEREAS, the Memorandum further provides that Pullman will service, or to the extent that it has sleeping cars available will furnish and service, for any railroad contracting therefor, sleeping cars owned by or leased to Pullman, and

WHEREAS, in accordance with the terms of the Memorandum the parties hereto have entered into a lease whereby sleeping cars owned (or held under lease) by the Railroad are leased to Pullman for operation hereunder, and original counterpart of which lease is hereto attached and made a part hereof, and

WHEREAS, the Court's decrees and the Memorandum require that all operating contracts shall be on reasonable and non-discriminatory terms,