

ARTICLE V.

SECTION 1. This contract shall be construed liberally so as to secure to each party all the rights, privileges and benefits herein provided or manifestly intended; and if any differences between the parties shall arise which cannot be amicably adjusted by and between the parties, they shall be submitted to referees, one to be appointed by the Railroad and one by Pullman, the two, in case of disagreement to appoint a third; the decision of two of them to be final.

SECTION 2. In accordance with the terms of the Memorandum, during the term of this contract Pullman shall give to any other railroad a contract in like form and on the same terms as herein provided.

SECTION 3. This contract shall be in effect from the first day of January, 1946, until the termination of the interim period as defined in the Memorandum hereinbefore mentioned.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered these presents the day and year first herein 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.

Lease, 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:

WHEREAS, by Memorandum Agreement (hereinafter called the "Memorandum") dated October 18, 1945, 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, said Memorandum provides that all Railroads parties thereto to which lightweight cars are assigned shall purchase them from Pullman prior to the cut-off date (subsequently fixed at December 31, 1945) and shall lease the same, and any other lightweight sleeping cars which it may own or acquire during the period of the said lease, to Pullman (but only for assignment for operation as authorized by the owner) for a period to expire at the end of the interim period as defined in the Memorandum, or earlier if so agreed by the parties, and

WHEREAS, said Memorandum further provides that subject to reservation of lease, any Pullman contract railroad may purchase certain heavyweight cars from Pullman, after it comes into railroad ownership, at a determinable price, and

WHEREAS, the railroads parties to the Memorandum have purchased the lightweight cars assigned to them,

NOW THEREFORE, it is understood and agreed between the parties as follows:

ARTICLE I.

SECTION 1. The Railroad leases to Pullman and Pullman leases from the Railroad all lightweight sleeping cars owned or acquired by the Railroad during the term of this lease and all heavyweight sleeping cars acquired subject to reservation of lease, for operation and servicing during the term of this lease, upon and subject to the rentals, terms and provisions applicable to said cars set forth in that certain contract, effective January 1, 1946, between Pullman and the Railroad (hereinafter called the Operating Contract), an original counterpart of which is hereto annexed and made a part hereof, as such Operating Contract may from time to time be