

File: 18.2

**UNLER REGISTRATION FEE - MEMORANDUM OF AGREEMENT  
BETWEEN THE AAR AND WCTA**

In response to Western Coal Transportation Association's (WCTA) request for a waiver of the Association of American Railroad's (AAR) UNLER registration fee for private shipper provided cars with zero allowance rates dedicated to the unit train movement of coal through published tariff or filed contract, this Memorandum of Agreement between the WCTA and the AAR will be applicable to such cars under the conditions set forth below:

1. The waiver of the AAR UNLER fee will apply only to WCTA member owned or controlled coal cars built or acquired prior to the WCTA's formal concurrence in the terms of this Agreement, as evidenced by the date of its execution by WCTA's duly authorized representative.


Future rail car acquisitions by WCTA members will be negotiated with the knowledge that the UNLER fee will be applicable to such equipment.

2. Notwithstanding the provisions of Paragraph 1. above, cars placed in service to replace damaged or destroyed cars built or acquired prior to the effective agreement will be eligible for the UNLER fee waiver, provided they meet all of the other requirements set forth herein. Damaged cars originally subject to this waiver and subsequently repaired will not be eligible for the waiver if replacement cars have already been placed in service. In any event, the total number of cars covered by this waiver for any WCTA member shall not at any time exceed the total number of such member's eligible cars on the effective date of this Agreement. WCTA members agree to furnish written advice to the AAR of the initials/numbers of any replacement cars and the cars they have replaced covered by this waiver within 30 days of the date placed in service.
3. The cars subject to this waiver must be in unit train (shuttle) service on a regular basis through published tariffs or filed contracts.
4. Car hire or allowance payments must not be applicable to any car subject to this waiver. If a car identified as being subject to this waiver is registered in UNLER with a car hire or allowance rate, such car will be subject to the minimum applicable UNLER fee for the period of time in such use.
5. WCTA agrees to furnish the AAR a list (i.e., initial and number) of the cars eligible for the UNLER fee waiver, certifying that such cars are in unit train service as specified in Paragraph 3., and not subject to car hire or allowance payments as set forth in Paragraph 4. The initial list of eligible cars will be provided to the AAR within 45 days of WCTA's execution of this Agreement. Thereafter,

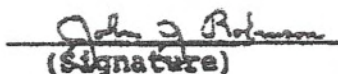
those cars eligible for the current waiver year will be identified in the UMLER file by the AAR utilizing a special fitting code.

6. If cars subject to this waiver are sold or transferred to another entity which would not qualify them for such waiver, WCTA will notify AAR of such circumstances on a timely basis.
7. WCTA, on behalf of its members, will undertake the supply of additional information to the AAR upon reasonable request with respect to cars of its member ownership, where such information pertains to the question of the UMLER charge and is otherwise not proprietary information.
8. The WCTA membership will continue to supply information required by the current UMLER Data Specification Manual to the UMLER file in order to insure that the accuracy of the North American inventory of freight cars is maintained.
- \* 9. In consideration of the foregoing actions and agreement by WCTA and its member companies, the AAR agrees to waive all outstanding UMLER fee billing as of the date of execution of this Agreement against the cars certified by WCTA as being eligible for the UMLER fee waiver per paragraph 5., subject to the right of AAR to pursue the collection of applicable charges against any WCTA cars that are determined to have been registered in UMLER with a car hire or allowance rate.
10. WCTA or AAR reserves the right to reopen negotiations on this subject or to cancel this agreement upon 60 days written notice, should either party deem such action necessary.

The terms of the foregoing Memorandum of Agreement between the AAR and WCTA are formally acknowledged and agreed to by the authorized representatives of these respective organizations on behalf of their member companies, as evidenced by their signatures affixed hereto.

  
 (Signature) 6/30/92  
 (Date)

Robert Lee Kessler  
 Executive Director-General Counsel  
 Western Coal Transportation  
 Association

  
 (Signature) 5/29/92  
 (Date)

John J. Robinson  
 Sr. AVP - O&M Department  
 Association of American  
 Railroads

- \* The AAR will supply the WCTA with a list of any cars found, in the initial list of eligible cars, to be registered in UMLER with a car hire allowance rate. The WCTA shall advise the AAR within 30 days of receipt of this list of any corrections to be made in respect to this list. 