

**TAB 2 – EXHIBIT D**

**Amended Pension Plan Language**

**APPENDIX TO THE  
JOHNSTOWN AMERICA CORPORATION  
BARGAINING UNIT PENSION PLAN**

This appendix is adopted on the date shown below, effective as stated herein, in order to amend the Johnstown America Corporation Bargaining Unit Pension Plan (EIN 25-1837219, PN 001) and Johnstown America Corporation USWA Office & Technical Salaried Pension Plan (EIN 25-1837219, PN 002) to reflect the terms of the global settlement reached by FreightCar America, Inc. and Johnstown America Corporation (collectively, the "Company"), on the one hand, and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers of America, and its Local No. 2635 (collectively, the "Union"), on the other.

Upon adoption, this appendix shall be attached to and become a part of the Johnstown America Corporation Bargaining Unit Pension Plan and the Johnstown America Corporation USWA Office & Technical Salaried Pension Plan (collectively, the "Plans"). Unless otherwise stated, all terms shall have the meaning assigned to them by the respective Plans. The Plans are hereby amended in the following respects:

1. Notwithstanding any term of the Plans to the contrary, all employees at the Johnstown Facility who were covered by the Plans as of May 15, 2008 who (i) are on the seniority list as of June 19, 2008 and (ii) were hired by the Company between August 16, 2004 and October 11, 2004 shall continue to accrue service toward deferred vested pensions (for both eligibility and amount) until they have completed five years of service, thus becoming fully vested in deferred vested pensions under the Plans.

2. Each employee at the Johnstown Facility who (i) was accruing service under the Plans as of May 15, 2008 (for any reason, including layoff) and (ii) was hired by the Company in 1988 or 1989 shall continue to accrue service credit (for both eligibility and amount of pension, including pensions other than special pensions) until (a) the employee satisfies the age and service requirements for a Rule-of-65 pension or a 70/80 pension or (b) December 31, 2009, whichever comes first, subject to the following rules:

(a) If such an employee satisfies the age and service requirements for a Rule-of-65 pension before satisfying the age and service requirements for a 70/80 pension, he shall have the option of maintaining layoff status to satisfy the age and service requirements for a 70/80 pension (if such requirements can be satisfied by December 31, 2009).

(b) If such an employee takes a Rule-of-65 pension, the pension shall commence (i) one year after having satisfied the age and service requirements or (ii) on January 1, 2009, whichever is later.

(c) If such an employee takes a 70/80 pension, the pension shall commence (i) upon satisfaction of the age and service requirements or (ii) January 1, 2009, whichever is later.

(d) If such an employee was also covered by the Service Arbitration Award (would have service credit to be based on application of departmental seniority), the employee shall continue to accrue service credit toward a Rule-of-65 pension until the employee satisfies the age and service requirements for such pension or May 31, 2010, whichever comes first, but if such employee only satisfies such age and service requirements between January 1, 2010 and May 31, 2010, such employee's Rule-of-65 pension shall not commence until two years after satisfaction of such age and service requirements (and the two-year waiting period shall not count as service).

(e) Employees who bumped into a bargaining unit position after June 19, 2008 shall not be entitled to any benefit under this section 2.

3. If an employee satisfied the age and service requirements for a 70/80 pension before May 16, 2008, the employee may choose to take the 70/80 pension with benefits commencing on the first of the month following final court approval of the global settlement referred to above, including dismissal of all claims with prejudice and exhaustion of all appeals, if any, but retroactive to July 1, 2008.

4. Except as set forth in sections 1, 2, and 3 above, the Plans shall be frozen effective May 16, 2008 (the "Effective Date"), to the maximum extent permitted under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), meaning in particular that:

(a) No new participants shall be admitted to the Plans after the Effective Date, with the result that the group of participants shall thereafter be a closed group of participants consisting of those individuals who were participants in the Plans on the Effective Date.

(b) There shall be no further accrual of benefits after the Effective Date, meaning that the accrued benefit of each participant as of the Effective Date shall be calculated and fixed as of the Effective Date and shall not rise on account of service performed or compensation paid after the Effective Date, except that any employee at the Johnstown Facility who was laid off before the Effective Date and was accruing layoff service on the Effective Date may continue to accrue layoff service in accordance with the terms of the Plans as in effect immediately before the Effective Date.

(c) Subsequent events such as advancing service and age shall continue to be recognized for members of the closed group of participants but only for the purpose of eligibility for retirement under the terms of the Plans as they existed on the Effective Date, meaning, for example, that a member of the closed group of participants who had not yet completed 30 years of "Continuous Service" at the Effective Date will receive credit for future service, in accordance with the terms of the Plans in effect on the Effective Date, for the purpose achieving 30 years of "Continuous Service" and if he does will qualify for a 30-year retirement, for which the benefit will be the accrued benefit frozen as of the Effective Date.

IN WITNESS WHEREOF, this appendix has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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Signature

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Title

**APPENDIX TO THE  
SAVINGS PLAN FOR SALARIED EMPLOYEES  
OF JOHNSTOWN AMERICA CORPORATION**

This appendix is adopted on the date shown below, effective as stated herein, in order to amend the Savings Plan for Salaried Employees of Johnstown America Corporation (EIN 25-1837219, PN 005) to reflect the terms of the global settlement reached by FreightCar America, Inc. and Johnstown America Corporation (collectively, the "Company"), on the one hand, and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers of America, and its Local No. 2635 (collectively, the "Union"), on the other.

More specifically, the global settlement included a new collective bargaining agreement between the Company and Union applicable to the remaining bargaining unit members employed at the Richland, Pennsylvania plant. When the global settlement takes effect, such bargaining unit employees are to become eligible to participate in the Savings Plan for Salaried Employees of Johnstown America Corporation on special terms set forth in the collective bargaining agreement. The purpose of this appendix is to set forth the special terms applicable to such bargaining unit employees.

Upon adoption, this appendix shall be attached to and become a part of the Savings Plan for Salaried Employees of Johnstown America Corporation (the "Plan"). Unless otherwise stated, all terms shall have the meaning assigned to them by the Plan. The Plan is hereby amended in the following respects:

1. In the section called "Matching Contributions," the subsection called "Dollar for dollar on the first 4% of pay" is restated in its entirety as follows:

**Rate of match.** With regard to employees who are not members of the collective bargaining unit at the Richland, Pennsylvania, plant the employer agrees to make an additional contribution to the plan of \$1 for every dollar of 401(k) contributions that you choose to make, up to 4% of your pay. Matching contributions are made each payroll period. The 4% limit applies separately to pay received during each period for which matching contributions are made, not on a cumulative basis during the plan year.

With regard to employees who are members of the collective bargaining unit at the Richland, Pennsylvania, plant the employer agrees to make an additional contribution to the plan of \$0.50 for each \$1.00 of 401(k) contributions that you choose to make, up to 6% of your pay. Matching contributions are made each payroll period. The 6% limit applies separately to pay received during each period for which matching contributions are made, not on a cumulative basis during the plan year.

2. In the section called "Discretionary Employer Contributions," under the heading "Introduction," a new second paragraph is added reading as follows:

With respect to employees who are members of the collective bargaining unit at the Richland, Pennsylvania, plant, discretionary employer contributions may be made regardless of your date of hire, and it is expected that these discretionary contributions will equal 3 percent of pay, as required by the collective bargaining agreement (taking into account only pay earned after such employees enter the plan).

In addition, under the heading "Who shares in discretionary employer contributions," a new second paragraph is added reading as follows:

As an exception, any discretionary employer contribution made in compliance with the collective bargaining agreement covering bargaining unit employees at the Richland, Pennsylvania plant is divided only among the accounts of such bargaining unit members and, conversely, such bargaining unit members are not entitled to share in any discretionary employer contribution made with respect to employees who are not members of the bargaining unit.

3. In the section called "How the Length of Your Service Is Calculated," under the heading "Introduction," a new paragraph is added reading as follows:

As an exception, with respect to members of the bargaining unit at the Richland, Pennsylvania, plant the length of your service prior to your entry into this plan is equal to the length of your "Continuous Service" as calculated under the Johnstown America Corporation Bargaining Unit Pension Plan or Johnstown America Corporation USWA Office & Technical Salaried Pension Plan (as applicable) prior to your entry into this plan.

4. In the section called "Miscellaneous," a new subsection is added after the subsection called "No PBGC coverage," reading as follows:

**Mandatory disaggregation.** To the extent required by regulations of the Treasury Department, such as for the purpose of coverage and non-discrimination testing, the portion of this plan applicable to the members of the bargaining unit at the Richland, Pennsylvania, plant shall be treated as a separate plan.

IN WITNESS WHEREOF, this appendix has been executed this \_\_\_\_ day of \_\_\_\_\_, 2008.

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Authorized Signature

## **APPENDIX TO THE JAC-USWA HEALTH AND WELFARE PLAN**

This appendix is adopted on the date shown below, effective as stated herein, in order to amend the JAC-USWA Health and Welfare Plan (EIN 25-1837219, PN 501 and 502) to reflect the terms of the global settlement reached by FreightCar America, Inc. and Johnstown America Corporation (collectively, the "Company"), on the one hand, and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers of America, and its Local No. 2635 (collectively, the "Union"), on the other.

Upon adoption, this appendix shall be attached to and become a part of the JAC-USWA Health and Welfare Plan (the "Plan"). Unless otherwise stated, all terms shall have the meaning assigned to them by the Plan. The Plan is hereby amended in the following respects:

1. In the section called "Medical Coverage," under the heading "Opting out of medical coverage," the figure of \$200 is replaced by the figure of \$100.
2. In the section called "Medical Coverage," under the heading "When your participation ends," the following new paragraph is added at the end of that subsection:

The so-called "trailing benefits" described in this subsection shall not apply after May 15, 2008, either to former members of the collective bargaining unit at the Franklin plant or current or former members of the collective bargaining unit at the Richland plant, except as follows. As an exception, the trailing benefits described in this subsection shall apply to bargaining unit employees who were actually actively working on May 15, 2008 or who actively worked thereafter and were laid off on or before the completion of the Richland job bidding process.

3. In the section called "Dental Benefits," under the heading "When your participation ends," the following new paragraph is added at the end of that subsection:

The so-called "trailing benefits" described in this subsection shall not apply after May 15, 2008, either to former members of the collective bargaining unit at the Franklin plant or current or former members of the collective bargaining unit at the Richland plant, except as follows. As an exception, the trailing benefits described in this subsection shall apply to bargaining unit employees who were actually actively working on May 15, 2008 or who actively worked thereafter and were laid off on or before the completion of the Richland job bidding process.

4. In the section called "Sickness and Accident Benefits," under the heading "Sickness and accident benefits," immediately after the chart of the maximum duration of sickness and accident benefits, a new sentence is added reading as follows:



Notwithstanding anything to the contrary in the section called "Medical Coverage," medical coverage shall continue as long as you are entitled to sickness and accident benefits according to the chart above.

5. In the section called "Life Insurance," under the heading "When your participation ends," the following new paragraph is added at the end of that subsection:

The so-called "trailing benefits" described in this subsection shall not apply after May 15, 2008, either to former members of the collective bargaining unit at the Franklin plant or current or former members of the collective bargaining unit at the Richland plant, except as follows. As an exception, the trailing benefits described in this subsection shall apply to bargaining unit employees who were actually actively working on May 15, 2008 or who actively worked thereafter and were laid off on or before the completion of the Richland job bidding process.

6. In the section called "Severance Pay," under the heading "Special eligibility requirements," a new paragraph is added at the end reading as follows:

Effective May 15, 2008, this section ("Severance Pay") shall apply only to employees who (a) were on the seniority list as of the date of ratification of the 2008 collective bargaining agreement relating to the Richland, Pennsylvania, plant and (b) are not eligible for a special pension.