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INTERSTATE COMMERCE COMMISSION

COUNTERPART NO. 3 OF
5 COUNTERPARTS.

CONDITIONAL SALE AGREEMENT

THIS CONDITIONAL SALE AGREEMENT (hereinafter referred to as "Agreement" made and entered into the 1st day of November, 1971, between AUTO-TRAIN CORPORATION, a corporation of the State of Florida (hereinafter referred to as "Purchaser") and SEABOARD COAST LINE RAILROAD COMPANY, a corporation of the State of Virginia (hereinafter referred to as "Seller".)

WHEREAS Purchaser desires to purchase and Seller desires to sell 6 passenger train cars (hereinafter sometimes referred to a "Cars") now owned by Seller; and

WHEREAS Seller is willing to accept partial payment for the Cars in installments as herein provided:

NOW, THEREFORE, in consideration of the premises and of the covenants hereinafter mentioned, the parties hereto agree as follows:

ARTICLE I. SALE

(1) Seller hereby sells, assigns, transfers and sets over to Purchaser, its successors and assigns, all of its right, title and interest in 6 light weight sleeping cars numbered ATCHISON, TOPEKA & SANTA FE 1804, 1809, 1811, 1814, 1815 and 1817.

(2) Purchaser agrees to pay to Seller for the Cars the sum of \$90,000, plus interest at the rate of 9% on the portion of the purchase price not paid on the date of execution of this agreement as follows:

(a) \$18,000 at the date of execution of this agreement, the receipt of said \$18,000 which is hereby acknowledged.

(b) \$72,000 plus interest at the rate of 9% to be paid in 60 equal monthly installments of \$1,495 with the first payment being due on December 1, 1971, and on each subsequent first day of the month thereafter until fully paid.

ARTICLE II. TAXES

Purchaser agrees to pay all local, state or federal taxes hereinafter levied upon the sale, use, payment, shipment, delivery or transfer of title of all of the Cars, provided, however, that the Purchaser shall be under no obligation to pay any taxes, fines or penalties of any kind so long as it is contesting in good faith and by appropriate legal proceedings such taxes, fines or penalties:

ARTICLE III. MAINTENANCE AND REPAIR

For such period as there remains any unpaid balance as to the Cars, Purchaser agrees to maintain the Cars in good order and repair at Purchaser's expense.

ARTICLE IV. LOST, DESTROYED OR DAMAGED CARS

Risk of loss, injury, wear and tear or destruction shall be borne by the Purchaser and such loss, injury, wear and tear or destruction shall not release the Purchaser from any obligations hereunder. In the event any of the Cars shall

become worn out, lost, destroyed or irreparably damaged or otherwise rendered permanently unfit for use (hereinafter referred to as a "Casualty Occurrence") from any cause prior to the payment of the full amount due with respect to the purchase of any or all of the Cars, the Purchaser shall, within ten days after it has been determined that any/or all of the Cars have suffered a "Casualty Occurrence" fully inform Seller in regard thereto and, within 30 days after such determination, shall pay to Seller a sum equal to the unpaid balance thereon.

The Purchaser will at all times maintain at its expense property and fire insurance coverage on the Cars in an amount equal to the unpaid balance on the purchase price of the Cars, which insurance shall designate Seller as a named insured to the full amount of the unpaid balance on the Cars. Such insurance shall be placed with an insurance company acceptable to and be in a form satisfactory to Seller. Further, such insurance shall provide that notice, 30 days in advance, shall be given to Seller and Purchaser in the event of any change or cancellation of said policy. A Certificate of Insurance specifying such coverage and notice provisions will be furnished Seller. If the Purchaser shall fail to furnish such insurance or any part thereof, Seller, in addition to any other rights, may procure such insurance at the expense of Purchaser and any additional premium expense incurred by Seller shall be included as part of the unpaid balance hereunder.

Seller may, by written instrument, waive this insurance requirement in total or in part.

ARTICLE V. TITLE TO THE EQUIPMENT

Seller warrants that it has legal title to the Cars free of any liens and encumbrances and will defend said title against any and all claims from any source whatsoever.

ARTICLE VI. DEFAULTS

In the event that any one or more of the following events of defaults shall occur and be continuing, to wit:

(a) The Purchaser shall fail to pay in full, when due and payable hereunder, any sum payable by the Purchaser as herein provided and such failure shall continue for more than 15 days; or

(b) The Purchaser shall, for more than 30 days after Seller shall have demanded in writing performance thereof, fail or refuse to comply with any covenant, agreement, term or provision of this Agreement on its part to be kept or performed, other than the payment of any sum referred to in subparagraph (a) hereof, or to make provision satisfactory to the Seller for such compliance; or

(c) Any proceedings shall be commenced by or against Purchaser for any relief which includes, or might result in, any modification of the obligations of the Purchaser under this Agreement under any bankruptcy or insolvency law, or law relating to the relief of debtors, readjustments of indebtedness, reorganizations, arrangements, compositions, or extensions, and, unless such proceeding shall within 30 days from the filing or effective date thereof be dismissed, nullified, stayed or otherwise rendered ineffective (but then only so long as such

stay shall continue in force or such ineffectiveness shall continue), all the obligations of the Purchaser under this Agreement shall not have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees or receiver or receivers appointed for the Purchaser or for its property in connection with any proceedings in such manner that such obligations shall be the same status as obligations incurred by such trustee or trustees or receiver or receivers, within 30 days after such appointment, if any, or 60 days after such proceedings shall have been commenced, whichever shall be earlier; or

(d) The Purchaser shall make or suffer any unauthorized assignment or transfer of this Agreement or any interest herein or any unauthorized transfer of the right to possession of any/or all of the Cars; then at any time after the occurrence of such event of default the Seller may, invoke the remedies provided in Article VII hereof.

The Seller may at its election waive any such event of default and its consequences by notice to the Purchaser in writing to that effect. Upon any such waiver the respective rights of the parties shall be as they would have been if no such default had existed. Notwithstanding the provisions of this paragraph, it is expressly understood and agreed by the Purchaser that time is of the essence of this Agreement and that no such waiver, rescission or annulment shall extend to or affect any other or subsequent default or impair any rights or remedies consequent thereon.

ARTICLE VII. REMEDIES

If an event of default shall have occurred and be continuing as hereinbefore provided, then at any time after the occurrence of said default and during the continuance of said default, the Seller, to the extent not prohibited by any mandatory requirements of law, may, upon such further notice, if any, as may be required for compliance with any mandatory requirements of law applicable to the action to be taken by the Seller, take or cause to be taken by its agent or agents immediate possession of any/or all of the Cars the payments for which are in default without liability to return to the Purchaser any sums theretofore paid and free from all claims whatsoever, except as hereinafter in this Article VII, expressly provided, and may remove the same from possession and use of the Purchaser or any persons or corporations then in possession thereof, and for such purpose may enter upon the Purchaser's or such persons' or corporation's premises where any/or all of the Cars may be located and may use and employ in connection with such removal any supplies, services and aids and any available trackage and other facilities or means of the Purchaser or of such person or corporation, with or without process of law.

In case the Seller shall rightfully demand possession of the Equipment in pursuance of this Agreement and shall reasonably designate a point or points upon the lines of the Seller or an Affiliate for the delivery of the Equipment to the Seller, the Purchaser shall at its own expense, forthwith and in the usual manner, cause the Cars to be moved to such point or points

on the line or the lines of the Seller or an Affiliate as shall be designated by the Seller and shall there deliver the Cars or cause them to be delivered to the Seller. This Agreement to deliver the Cars as hereinbefore provided is of the essence of the agreement between the parties, and upon application to any court of equity having jurisdiction in the premises, the Seller shall be entitled to a decree against the Purchaser requiring specific performance hereof. The Purchaser hereby expressly waives any and all claims against the Seller and its agent or agents for damages of whatever nature in connection with any retaking of the Cars in any reasonable manner.

If an event of default shall have occurred and be continuing as hereinbefore provided then at any time thereafter during the continuance of such default the Seller, after retaking possession of any or all of the Cars as hereinbefore in this Article VII provided (unless such declaration has been rescinded and annulled as provided in Article VI hereof), may, subject to any mandatory requirements of law then in force applicable thereto, at its election, sell any or all of the Cars, free from any and all claims of the Purchaser, or of any other party claiming by, through or under the Purchaser, at law or in equity, at public or private sale and with or without advertisement as the Seller may determine, and pending any such sale the Seller with or without retaking possession of any or all of the Cars, may, but shall have no obligation to lease, from time to time, any or all of the Cars to such persons or corporations on such terms and for such periods as it shall deem advisable, all subject to an in compliance with any mandatory requirements of law then in force and applicable to such

sale or lease.

To the extent permitted by any mandatory requirements of law then in force and applicable thereto, any sale hereunder may be held or conducted at such place or places and at such time or times as the Seller may specify, in one lot and as an entirety or in separate lots, and without the necessity of gathering at the place of sale the property to be sold, and in general in such manner as the Seller may determine in compliance with any such requirements of law, provided that the Purchaser shall be given written notice of such sale as provided in any such requirements, but in any event not less than 10 days prior thereto, by telegram, or registered mail addressed to the Purchaser as provided in Article XII hereof. If such sale shall be a private sale permitted by such requirements, it shall be subject to the right of the Purchaser to purchase or provide a purchaser, within 10 days after notice of the proposed sale price, at the same price offered by the intending purchaser or a better price. To the extent not prohibited by any such requirements of law, the Seller may itself bid for and become the purchaser of any or all of the Cars so offered for sale without accountability to the Purchaser.

The remedies herein specifically provided shall be in addition to any and all other remedies available to Seller under the laws of the State of Florida and the inclusion of said specific remedies in this Agreement shall not be construed as a waiver of any other remedies which may be available to Seller. All such powers and remedies shall be cumulative and the exercise of one shall not be deemed a waiver of the right to exercise any other or others. No delay or omission of the Seller in the exercise of any such power or remedy and no renewal or extension of any

payments due hereunder shall impair any such power or remedy or shall be construed to be a waiver of any default or an acquiescence therein.

The Purchaser will pay all reasonable expenses, including attorneys' fees, incurred by the Seller in enforcing its remedies. In the event that the Seller shall bring any suit to enforce any of its rights under this Agreement and shall be entitled to judgment, then in such suit the Seller may, to the extent permitted by law, recover reasonable expenses, including attorneys' fees, and the amount thereof shall be included in such judgment.

In the event of assignments of interest hereunder (to the extent permitted by Article VIII hereof) to more than one assignee, each such assignee shall be entitled to exercise all rights of the Seller hereunder in respect to any or all of the Cars assigned to such assignee, irrespective of any action or failure to act on the part of any other assignee.

ARTICLE VIII. ASSIGNMENT

This Agreement shall not be transferred or assigned by the Purchaser without the written consent of Seller having been first obtained.

ARTICLE IX. APPLICABLE STATE LAWS

Except as otherwise provided in this Agreement, the Purchaser, to the fullest extent permitted by law, hereby waives all statutory or other legal requirements for any notice of any kind, notice of intention to take possession of or to sell the Cars, or any unit thereof, and any other requirements as to the time, place and terms of sale thereof, any other requirements with respect to the enforcement of the Seller's rights

hereunder and any and all rights of redemption.

ARTICLE X. EXTENSION NOT A WAIVER

No delay or omission in the exercise of any power or remedy herein provided or otherwise available to the Seller shall impair or affect the Seller's right thereafter to exercise the same. Any extension of time for payment hereunder or other indulgence duly granted to the Purchaser shall not otherwise alter or affect the Seller's rights or the obligations of the Purchaser hereunder. The Seller's acceptance of any payment after it shall have become due hereunder shall not be deemed to alter or affect the obligations of the Purchaser or the Seller's rights hereunder with respect to any subsequent payments or default therein.

ARTICLE XI. RECORDING

Prior to delivery and acceptance of the Cars, the Purchaser will cause this Agreement and any assignments hereof or of any interest herein, and any supplements hereto or thereto to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act; and the Purchaser will from time to time do and perform any other act and will execute, acknowledge, deliver, file and record any and all further instruments required by law or reasonably requested by the Seller for the purpose of proper protection, to the satisfaction of counsel for the Seller, of its rights under this Agreement or for the purpose of carrying out the intention of this Agreement; and the Purchaser will promptly furnish to the Seller certificates or other evidence of such filing and

recording and an opinion or opinions of counsel for the Purchaser with respect thereto, satisfactory to the Seller.

ARTICLE XII. NOTICE

Any notice hereunder to the Purchaser shall be deemed to be properly served if delivered to the Purchaser at 1801 K Street, N. W., Washington, D. C., or at any such address as may have been furnished in writing to the Seller by the Purchaser.

ARTICLE XIII. ARTICLE HEADINGS. All article headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

ARTICLE XIV. LAW GOVERNING

To the extent not prohibited by mandatory requirements of law, and except as provided in Article IX hereof, the terms of this Agreement and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of Florida.

ARTICLE XV. EFFECT AND MODIFICATION OF AGREEMENT

This Agreement exclusively and completely states the right of the Seller and the Purchaser with respect to the Cars, and supersedes all other agreements, oral and written, with respect to the Cars. No variation or modification of this Agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized officers of the Seller and the Purchaser.

ARTICLE XVI. EXECUTION

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. Although this

Agreement is dated as of the 1st day of November, 1971, for convenience, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names by duly authorized officers and their respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

AUTO-TRAIN CORPORATION

(CORPORATE SEAL)
ATTEST:

By *Joseph L. Bifulco*
President

Richard H. Tolbert
Asst. Secretary

SEABOARD COAST LINE RAILROAD COMPANY

(CORPORATE SEAL)
ATTEST:

By *W. W. W. W.*
Vice President-Operations

Richard H. Tolbert
Assistant Secretary

STATE OF FLORIDA)
)
COUNTY OF DUVAL,) ss:

On this 16th day of November, 1971, before me personally appeared D. C. Hastings, to me personally known, who being by me duly sworn, says that he is a Vice President of SEABOARD COAST LINE RAILROAD COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

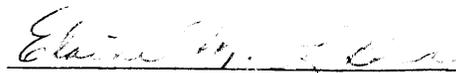

NOTARY PUBLIC

(SEAL)

My Commission Expires 7-17-74.

CITY OF WASHINGTON)
)
DISTRICT OF COLUMBIA,) ss:

On this 16th day of November, 1971, before me personally appeared Eugene K. Garfield, to me personally known, who being by me duly sworn, says that he is the President of AUTO-TRAIN CORPORATION, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


NOTARY PUBLIC

(SEAL)

My Commission Expires 1-14-1974.