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CONDITIONAL SALE AGREEMENT INTERSTATE COMMERCE COMMISSION

Dated as of May 1, 1970

between

GENERAL MOTORS CORPORATION
(Electro-Motive Division)

and

SANDERSVILLE RAILROAD COMPANY

AGREEMENT AND ASSIGNMENT

Dated as of May 1, 1970

between

GENERAL MOTORS CORPORATION
(Electro-Motive Division)

and

THE GEO. D. WARTHEN BANK

One 1500 horsepower Model SW-1500 Diesel Locomotive-Builders Serial No. 36484, Sandersville Railroad Company Road No. 300

THIS AGREEMENT, dated as of May 1, 1970, by and between General Motors Corporation, a corporation of the State of Delaware (Electro-Motive Division) hereinafter called "Seller"; and Sandersville Railroad Company, a corporation of the State of Georgia (hereinafter called "Buyer")

W I T N E S S E T H T H A T:

In consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

(1) CONSTRUCTION, SALE AND DELIVERY. Seller hereby agrees to construct, sell and deliver to Buyer, and Buyer hereby agrees to buy from Seller, accept delivery of, and pay therefor, as hereinafter set forth, the following described railroad locomotive (hereinafter often referred to as "Equipment"):

One (1) new Model SW 1500 Diesel Electric Switching Locomotive constructed in accordance with Seller's specifications No. 8036 dated May 15, 1967, bearing

Buyer's Road Number
300, and
Builder's Serial Number
36484

A copy of said specifications has been furnished to Buyer and is, by reference, made a part of this agreement as fully as though expressly set forth herein.

(A) Purchase Price. The approximate purchase price of said new locomotive shall be the principal amount of

\$168,896.00 plus freight charges paid by Seller in respect of such locomotive from Seller's plant to the place of delivery to Buyer. Interest shall be paid at the prime rate upon the unpaid balance of said purchase price at the time and in the manner specified in Section 2 of this Agreement. Said interest rate shall be adjusted effective May 1 and November 1 each year to the prime rate then in effect.

(B) Delivery. As and when the locomotive is completed and ready for shipment, the Seller shall deliver same to the Buyer on its lines at Sandersville, Georgia, freight charges prepaid and, when delivered, said locomotive shall become subject to the terms and conditions of this Agreement as if delivered simultaneously with the execution and delivery thereof.

Upon delivery of the locomotive, Buyer agrees to furnish to Seller, in its name, a certificate executed in quadruplicate by any agent or agents it may designate therefor, stating that said locomotive has been delivered to and accepted on its behalf by such agent or agents. The execution of such certificate of acceptance shall be conclusive evidence that said locomotive covered thereby conforms to specifications and is acceptable to Buyer in all details.

The locomotive will be delivered to Buyer on or about May 1, 1970. Said delivery shall be subject to all delays due to fire, strikes, labor troubles, accidents, breakdowns of

machinery, railroad embargoes and congestion, failure or delay of the manufacturer or persons from whom Seller is purchasing machinery, equipment and materials to deliver the same, Acts of God, inability of Seller to obtain machinery, equipment or materials because of Governmental regulations or priorities, Government interventions, and all causes beyond the control of Seller affecting Seller, its plant or its sources of supply.

(2) PAYMENT OF PURCHASE PRICE. Conditional only upon the receipt and acceptance of said equipment, which may be conclusively presumed from the execution of the certificate of acceptance above referred to, Buyer hereby promises to pay the Seller, or the assignee thereof, at such place as may be designated by Seller or its assignee, the following amounts:

(a) The purchase price of the locomotive shall be paid by the Buyer to Seller in Sixteen (16) monthly installments of \$3,000 each plus interest on the unpaid principal balance and a seventeenth (17) monthly payment of \$896 principal, plus interest on the unpaid principal balance. The first such installment shall be due and payable on the date of delivery of the locomotive to and acceptance thereof by Buyer, and the remaining installments shall fall due thereafter, one on the first day of each calendar month following said delivery and acceptance date until seventeen (17) installments are paid. The unpaid balance (\$120,000) shall be due and payable January 1, 1975. Buyer will have the right at any time and from time to time to prepay said purchase price.

(b) Buyer shall pay Seller interest on the unpaid balance of said purchase price at the prime rate of interest on the next preceding semi-annual anniversary date of this agreement. Said interest will be payable monthly as it accrues concurrently with and in addition to the installments of said purchase price. Beginning May 1, 1971, interest on the unpaid principal balance shall be paid on each semi-annual anniversary of this agreement at the prime rate on that date. Interest under this Agreement shall be determined on the basis of a 360-day year of twelve 30-day months.

Buyer further covenants and agrees to pay interest at the rate of eight per cent (8%) per annum upon all amounts of (A) and (B) above remaining unpaid after the same become due and payable pursuant to the terms and provisions thereof.

All payments provided for in this Agreement shall be made by Buyer in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

(3) SELLER'S WARRANTIES. The Seller warrants to the Buyer that the Equipment is of the kind and quality described in the Specifications referred to herein and is suitable for the ordinary purposes for which such equipment is used.

The Seller further warrants the Equipment to be free from defects in material and workmanship which may develop under normal use and service within two years from date of delivery or before

the Equipment has been operated 250,000 miles whichever event shall first occur. Seller agrees to correct such defects, which examination shall disclose to Seller's satisfaction to be defective, by repair or replacement F.O.B . factory and such correction shall constitute fulfillment of Seller's obligation with respect to such defect under this warranty.

Seller warrants specialties not of its own specification or design to the same extent that the Suppliers of such specialties warrant such items to Seller.

There are no warranties, expressed or implied, made by Seller except the warranties set out above.

(4) TITLE TO THE EQUIPMENT. Seller shall, and hereby does, retain the full legal title to, and property in, any and all of said equipment until Buyer shall have made all of the payments and shall have kept and performed all of the covenants in this Agreement provided to be made, kept or performed by Buyer, notwithstanding the delivery of the equipment to, and the right to the use thereof by, Buyer as herein provided.

Buyer covenants and agrees that it will cause the locomotive to be kept numbered with the proper road number and to be kept plainly marked, on metal plates upon both sides of the locomotive covered by this agreement, with the name of Seller or of Seller's assignee, as the case may be, in letters not less than one inch in height, followed by the word "Owner", or other appropriate words designated by Seller, and Buyer agrees that it will

not place said locomotive in operation or exercise any control or dominion over any part thereof until said metal plates so marked have been attached on both sides of said locomotive.

Buyer agrees that it will not, during the continuance of this Agreement, change the road number of said locomotive unless and until notice of any change shall have been given by Buyer to Seller, or to the assignee of Seller, as the case may be.

Except as above provided, Buyer will not allow the name of any person, association or corporation to be placed on the locomotive or any replacement thereof, as a designation that might be interpreted as a claim of ownership; provided, however, that Buyer may cause the equipment to be lettered "Sandersville Railroad Company" or in some other appropriate manner for convenience of identification of the interest of Buyer or its successor or successors therein. When and only when Seller has been paid the full purchase price for said equipment, together with interest and any and all other payments as herein provided, and all of Buyer's covenants and conditions herein contained have been performed by Buyer, absolute right to possession of, title to and property in said equipment shall pass to and vest in Buyer without further transfer or action on the part of Seller, except that Seller shall, if requested by Buyer so to do, execute and deliver to Buyer a bill of sale to said equipment, transferring all of its rights, title and interest in and to said equipment to Buyer free and clear of all liens and encumbrances created or retained hereby, or

otherwise created or authorized by Seller against said equipment and shall execute for record or for filing in public offices such instrument or instruments in writing as may be necessary or appropriate in order then to make clear upon the public records the title of Buyer to said equipment, provided, however, that if Seller shall have assigned its interest in and to said locomotive and its rights hereunder pursuant to Article 12 hereof, such assignee of Seller shall execute and deliver to Buyer a bill of sale conveying said locomotive to Buyer and warranting the same, but only against the acts and deeds of such assignee.

(5) TAXES. All payments to be made by Buyer hereunder shall be free of expenses to Seller for collection or other charges, and of the amount of any City, State or Federal taxes (other than City, State and Federal Income taxes) or licenses, fines and penalties levied or imposed directly upon this agreement and/or any sale, use, payments, shipment or delivery under the terms hereof, all of which expenses and taxes Buyer assumes and agrees to pay in addition to the above mentioned purchase price of said equipment. Buyer shall also pay promptly all taxes and assessments which may be imposed upon the equipment or for the use thereof, or upon the earnings arising therefrom or the operations thereof, by any jurisdiction in which the equipment is operated by Buyer, and agrees to keep at all times all and every part of the equipment free and clear of all taxes, assessments, liens and encumbrances.

(6) COMPLIANCE WITH LAWS, RULES AND REGULATIONS. Buyer

covenants that the equipment will at all times be maintained, used and operated under and in compliance with all laws and regulations in any jurisdiction to which the equipment may be subject. Buyer further covenants that it will comply in all respects with all acts of Congress and with the laws of the United States and of the States and Territories into which its operations involving the equipment may extend during the term of this Agreement and with all lawful rules of the Interstate Commerce Commission and any other legislative, executive, administrative, or judicial body exercising any power or jurisdiction over any of the equipment insofar as such acts, laws, and rules apply to or affect the equipment or the operation thereof, and in the event that said laws or rules require the alteration of any of the equipment, Buyer agrees to conform therewith, at its expense, and to maintain the same in proper condition for operation under such laws and rules during the life of this agreement; provided, however, that Buyer may, in good faith, contest in any reasonable manner the application of any such law or rule which does not affect Seller's title in and to the equipment.

Buyer further agrees at its own expense to keep said locomotive adequately insured, in an insurance company satisfactory to Seller, against loss or damage thereof caused by fire, collisions, wrecks, or other casualties, up to 80% of the cash value of the locomotive from time to time, subject to a deductible with respect to any one loss of one percent (1%) of the amount for

which the locomotive is insured, applying to all losses except those caused by fire and lightning, and said insurance shall be made payable to Seller or its assignee as their interests may appear.

(7) SERVICING, REPLACEMENTS AND MAINTENANCE. Seller will send a competent person to the point of delivery of the locomotive to superintend the placing of the same in working condition. Buyer shall provide each such person as well as any person that may be provided by Seller to investigate complaints regarding said locomotive, without expense to Seller, with all the necessary labor, materials, locomotive supplies and transportation on lines owned or controlled by Buyer.

Buyer covenants and agrees that at all times after the delivery of such equipment, it will maintain and keep said equipment in good order and repair, at its expense, and shall bear the risk of, and shall not be released from its obligations hereunder in case of, any and all damage, loss, or destruction of said equipment from whatever cause arising.

Buyer shall replace the equipment or any of it, or any parts thereof, at its own cost, except as otherwise herein provided, if it or any of it shall be lost or destroyed from any cause whatever during the continuance of this Agreement, with other equipment or parts of similar type and of substantially as good material or construction as that lost or destroyed, or Buyer shall promptly pay to Seller a sum equal to the then unpaid balance applicable to such locomotive. Buyer will cause any such new

equipment to be marked as above provided and to be numbered with the same road number as the equipment so replaced. Any and all such replacements of equipment or any of it and of any parts shall constitute accessions to the equipment and shall be subject to all of the terms and conditions of this Agreement as though part of the original equipment delivered hereunder, and included in the word "equipment" as used in this Agreement. Title to such new equipment shall be taken initially, and shall remain, in the name of Seller, subject to the provisions hereof.

(8) REPORTS AND INSPECTIONS. Buyer hereby agrees to furnish to Seller, if requested, once in every year as long as this Agreement shall be in force, an accurate description of the locomotive in actual service, the description of such locomotive as may have been destroyed and replaced by another locomotive, and the then location of said locomotive.

Buyer shall promptly and fully inform Seller of any loss or destruction of the locomotive.

Seller shall have the right, but shall be under no obligation, to inspect the locomotive at any reasonable time or times during the continuance of this Agreement. Buyer agrees, insofar as it may legally do so, to supply free transportation over its lines to designated agents of Seller for the purpose of enabling such agents to reach the point where the equipment is in operation for the purpose of inspection and/or assisting and instructing the employees of Buyer in the proper operation and maintenance of the equipment.

(9) POSSESSION AND USE. The Railroad, so long as it shall not be in default under this Agreement, shall be entitled to the possession of the Equipment and the use thereof upon the lines of railroad owned or operated by it or over which it has trackage rights and upon connecting and other railroads in the usual interchange of traffic, from and after delivery of the Equipment by the Seller to the Railroad, but only upon and subject to all the terms and conditions of this Agreement.

(10) PROHIBITION AGAINST LIENS. Buyer hereby agrees to pay or satisfy and discharge any and all sums claimed by any party by, through or under Buyer and its successors or substitutes or assigns which, if unpaid, might become a lien or a charge upon the equipment, but shall not be required to pay or discharge any such claim as long as the validity thereof shall be contested in good faith and by appropriate legal proceedings in any reasonable manner which will not affect the title of Seller in and to the equipment.

(11) INDEMNITIES AND GUARANTIES. Buyer hereby covenants and agrees to save, indemnify and keep harmless Seller or Seller's Assignee from and against all losses, damages, injuries, claims, and demands whatsoever, regardless of the cause thereof, arising on account of the equipment or the use or operation thereof during the life of this Agreement. With respect to such losses, damages, injuries, claims and demands, said covenant of indemnity shall continue in full force and effect notwithstanding the full payment of the purchase price and the conveyance of the equipment,

as provided in Article 4 hereof, or the termination of this Agreement in any manner whatsoever.

Buyer will bear the risk, and shall not be released from its obligations hereunder in the event of any damage to, or the destruction or loss of any part or all of the equipment; provided, however, that Seller and any successor or successors to its manufacturing property and business shall not be relieved from its warranty covering material and workmanship set forth in Article 3 of this Agreement. Seller for itself and any successor or successors to its manufacturing property and business, also agrees to save, indemnify and keep harmless Buyer from and against any and all royalties, damages, claims, suits, judgments and costs that may arise in the use of any patented article on the equipment at the time of delivery, except with regard to any appliances, devices and materials specified or required by Buyer, and not manufactured by the Seller; and the Buyer likewise will indemnify, protect and hold harmless the Seller from and against any and all liability, claims, demands, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Seller because of the use in or about the construction or operation of the equipment, or any unit thereof, of any design, article or material specified by the Buyer and not manufactured by the Seller which infringes or is claimed to infringe on any United States patent or other right.

(12) ASSIGNMENTS BY SELLER. Buyer agrees that Seller's

rights under this Agreement (except the right to manufacture the locomotive) may be assigned in whole or in part, and that Seller's Assignee or any successor Assignee shall be entitled, to the extent specified in such assignment, to all of the rights of Seller hereunder with respect to the locomotive, but no such assignment shall subject any assignee to, or relieve Seller or the successor or successors to its manufacturing property and business from, any of the obligations of Seller as to the construction, delivery, warranty, or indemnity of or in respect of the locomotive, or any other duty, obligation or liability of Seller under this Agreement, nor shall any such assignment relieve the Buyer of its obligations to the Seller under Articles 1, 5 and 11 hereof or any other obligation which according to its terms and context is intended to survive an assignment. Buyer agrees that the rights of any such assignee, including the right to receive such part of the purchase price as may be assigned, shall not be subject to any defense, set-off, counterclaim or recoupment whatsoever arising out of any breach of any obligation of Seller or the successor or successors to its manufacturing property and business in respect of the locomotive or the manufacture, construction, delivery or warranty thereof or in respect of any indemnity herein contained, nor subject to any defense, set-off, counterclaim or recoupment whatsoever arising by reason of any other indebtedness or liability at any time owing to Buyer by Seller or the successor or successors to its manufacturing property and business.

In case of assignment of this Agreement by Seller, prompt written notice of such assignment shall be given by Seller to Buyer, and Buyer shall be protected in any payments made hereunder to Seller prior to notice of such assignment.

In the event of any such sale, transfer, or assignment, or successive sales, transfers, or assignments by Seller, of title to the equipment and of Seller's rights hereunder in respect thereof, Buyer shall, whenever requested by such vendee, transferee, or assignee, change the name plates to be attached on both sides of the locomotive so as to indicate title of such vendee, transferee, or assignee to such equipment and its succession to the rights of Seller hereunder, such plates to bear such words or legend as shall be specified by said vendee, transferee, or assignee. The cost of obtaining and attaching the first series of such substituted plates shall be borne by Seller. The cost of obtaining and attaching plates in connection with any subsequent assignment shall be borne by such subsequent vendee, transferee, or assignee.

The term "Seller" whenever used in this Agreement means General Motors Corporation (Electro-Motive Division), provided, however, to the extent that the rights of Seller hereunder shall have been assigned with respect to said locomotive theretofore accepted by Buyer as hereinafter provided, the term "Seller" with respect to such rights shall mean the assignee or assignees for the time being thereof, but this provision shall not limit or

affect the obligations or liability of General Motors Corporation (Electro-Motive Division) under the terms of this Agreement.

(13) SUCCESSORS TO, AND ASSIGNMENTS BY, BUYER. Buyer hereby represents and warrants that its execution of this Agreement and its assumption and undertaking of the obligations, duties and liabilities hereof, have been expressly authorized, and that all the obligations then existing or to accrue to Buyer under this Agreement, shall be assumed by any person or corporation acquiring title to or possession of the railways and properties of Buyer, and that upon any sale, lease, transfer, or assignment of said railways or properties, any person or corporation acquiring title thereto or possession thereof shall also, as a condition to such acquisition, be bound by all such obligations.

Buyer covenants and agrees that it will not sell, assign, transfer, or otherwise dispose of its rights under this Agreement, nor transfer possession of said equipment to any other firm, person, or corporation, without first obtaining the written consent of Seller to such sale, assignment or transfer.

Buyer hereby covenants and agrees that it will not pledge, hypothecate or in any way encumber, or permit the encumbrance of any part or all of said equipment.

The term "Buyer" whenever used in this Agreement means Sandersville Railroad Company before any assignment of the rights of the Buyer hereunder as hereinbefore provided, and after any

such assignment shall include any assignees thereof except only insofar as Seller may specifically, in writing, relieve Buyer or any such assignee from the obligations hereof.

(14) DEFAULTS AND REMEDIES. In the event of default by or on the part of Buyer in prompt payment of any of the installment payments hereunder, or in the due or proper performance of, or compliance with, any of the conditions, terms or stipulations provided herein, and such default is not cured within ten (10) days after written notice thereof to Buyer, or in the event that a proceeding in bankruptcy or insolvency be instituted by or against Buyer or its property and the debtor in reorganization, or any trustee or receiver appointed therein, fails to adopt and become bound by the terms, provisions and conditions of this Agreement within sixty (60) days after such appointment, Seller shall have the right at its option to declare each and all of said installment payments and all other sums of money payable hereunder to be forthwith due and payable, and Seller may take immediate possession of said locomotive including any equipment or parts substituted, added or attached hereto, without demand, process, or further notice and, for this purpose, Seller shall have the right to enter upon the premises wherever said locomotive may be found, remove the same, employ any available trackage and similar facilities or means of removing same, or cause Buyer to assist in removing same by its delivery thereof to such place on its railroad as Seller may reasonably designate for said purpose.

Seller may, at its election (and, if before sale or before full performance of this Agreement all costs and expenses of Seller incidental to any such default and to the enforcement by Seller of the provisions hereof, and all sums which shall have become due and payable by Buyer hereunder, other than such part of said purchase price as shall have become due only because of a declaration under this section as aforesaid, shall have been paid by Buyer, and all other existing defaults shall have been remedied, or provisions therefor satisfactory to Seller shall have been made, then and in every such case Seller shall) waive any such event of default and its consequences and rescind and annul any such declaration or termination by notice to Buyer in writing to that effect, and thereupon the respective rights of the parties shall be as they would have been if no such cured default had existed and no such declaration or termination had been made; but no such waiver, rescission or annulment shall limit or affect Seller's right, upon any other default, or impair any right or remedy consequent thereon.

In the event said locomotive is retaken hereunder, Seller shall be entitled to retain or collect any and all payments theretofore made or payable hereunder by Buyer, and Seller shall sell said locomotive at public or private sale, with or without having said locomotive at the place of sale, and upon such reasonable terms and in such manner as Seller may determine; and Seller may bid at such public sale. From the proceeds of any such sale

Seller shall deduct all expense for retaking, repairing and selling said locomotive. The balance thereof shall be applied to the total amount due hereunder; any surplus shall be paid over to buyer, and in case of a deficiency, Buyer shall pay the same with eight (8%) percent interest.

(15) APPLICABLE STATE LAW. Any provision of this Agreement prohibited by any applicable State law, or which by any applicable State law would convert this Agreement into any instrument other than an Agreement of conditional sale shall be ineffective without modifying the remaining provisions of this Agreement. Where, however, the conflicting provisions of any applicable State law may be waived they are hereby waived by Buyer to the full extent permitted by law, to the end that this agreement shall be deemed to be a conditional sale and enforced as such.

(16) EXTENSION NOT A WAIVER. Any extension of time granted by Seller to Buyer for the payment of any sums due under this agreement, whether that extension be for an intermediate payment or for final payment, shall apply to the particular instance only and shall not be deemed a waiver of the title of Seller reserved hereunder nor any of its rights and remedies hereunder or otherwise existing.

(17) RECORDING. Buyer shall cause this agreement and the first assignment thereof to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act and Buyer shall, from time to time, do

and perform any other act, including the execution, acknowledgment, delivery, filing, registering and/or recording of any and all further instruments required by law, or reasonably requested by Seller, for the purpose of protecting its title and rights, or for the purpose of carrying out the intention of this Agreement.

(18) PAYMENT OF EXPENSES. Buyer shall pay all costs, charges and expenses, except the counsel fees of Seller, incident to the preparation, execution and acknowledgment of this Agreement and of the first assignment or assignments by Seller of title to the locomotive, and all such costs, charges and expenses in connection with any instrument supplemental hereto or amendatory hereof and of any declaration of the payment in full for the purchase money due hereunder.

(19) EXECUTION OF COUNTERPARTS. This agreement may be simultaneously executed in two or more counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same agreement which shall be sufficiently evidenced by any such original counterpart. Although the date of this Conditional Sale Agreement is designated for convenience on May 1, 1970, the actual date of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

(20) ARTICLE HEADINGS. All article, section, paragraph or division headings are inserted for convenience only and shall

not affect any construction or interpretation of this Agreement.

(21) MODIFICATION OF AGREEMENT. This Agreement of conditional sale constitutes the entire agreement between Buyer and Seller with respect to the sale of the locomotive herein referred to. 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 the duly authorized officers of Seller and Buyer.

(22) POSSESSION AND USE OF THE LOCOMOTIVE BY BUYER. So long as Buyer shall not be in default under this Agreement, Buyer shall be entitled to such possession of the locomotive as is incident to the use thereof after delivery of the locomotive by Seller to Buyer, but only upon and subject to all terms and conditions of this Agreement.

(23) LAW GOVERNING. The terms of this Agreement and all rights and obligations hereunder shall be governed by the laws of the State of Georgia; provided, however, that the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act.

IN WITNESS WHEREOF, General Motors Corporation (Electro-Motive Division) has caused these presents to be executed and its seal to be affixed by its duly elected and authorized officers pursuant to lawful resolutions; and Sandersville Railroad Company has caused these presents to be executed and its seal to be affixed

by its duly elected and authorized officers pursuant to lawful resolutions, all as of the day, month and year first above written.

GENERAL MOTORS CORPORATION
(ELECTRO-MOTIVE DIVISION)

By: *J. D. Drayton*
Vice President

Attest: *W. A. W. W.*
Assistant Secretary

SANDERSVILLE RAILROAD COMPANY

By: *Ben J. J. J.*
President

Attest: *W. A. W. W.*
Secretary

THE STATE OF ILLINOIS)
)
COUNTY OF COOK)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared B. B. BROWNELL, Vice President of General Motors Corporation (Electro-Motive Division), known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said General Motors Corporation (Electro-Motive Division), a corporation, and that he executed the same as the act and deed of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 4 DAY OF May, 1970.

Arno P. Napke
Notary Public in and for Cook County,
Illinois

My Commission Expires February 10, 1974

THE STATE OF GEORGIA)
)
COUNTY OF WASHINGTON)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Ben J. Tarbutton, Jr., President of Sandersville Railroad Company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Sandersville Railroad Company, a corporation, and that he executed the same as the act and deed of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 6 DAY OF May, 1970.

Paul ...
Notary Public in and for Washington
County, Georgia