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INTERSTATE COMMERCE COMMISSION

CONDITIONAL SALE AGREEMENT dated as of January 16, 1970,
between SOUTHERN RAILWAY COMPANY, a Virginia corporation (the "Vendor"),
and Hamburg Industries, Inc., a Georgia corporation (the "Vendee"),

WHEREAS, the Vendor has agreed to deliver and sell and
the Vendee has agreed to accept delivery of, purchase and pay
for the railroad equipment described in Schedule A attached hereto
(the "Equipment");

WHEREAS, the Vendor and the Vendee have agreed that this
Agreement shall exclusively and completely state their rights
with respect to the Equipment and shall supersede all other
agreements, written or oral, with respect thereto;

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

ARTICLE 1. Delivery and Sale. The Vendor will deliver
and sell to the Vendee and the Vendee will accept delivery of,
purchase and pay for, as hereinafter provided, each unit of
Equipment.

NO WARRANTY OF MERCHANTABILITY OR WARRANTY OF ANY OTHER
KIND IS MADE BY THE VENDOR AS TO THE EQUIPMENT, AND NONE IS TO BE
IMPLIED.

Each unit of equipment shall be delivered by the Vendor

to the premises of the Vendee located in North Augusta, South Carolina, freight charges prepaid, in accordance with the delivery schedule included in Schedule A attached hereto; provided, however, that the Vendor shall not be obligated to deliver units of Equipment if prevented from doing so, and shall be excused from delays in delivery, by reason of causes beyond the Vendor's reasonable control, including, but not limited to, acts of God, acts of Government (such as embargoes, priorities and allocations), war or war conditions, riot or civil commotion, sabotage, strikes, differences with workmen, accidents, fire, flood, explosion or damage to plant, equipment or facilities.

Vendor agrees to bear the responsibility and risk of damage to or the destruction or loss of each unit of the Equipment while in its possession or while in the possession of the Vendee, provided that, while in the possession of Vendee, the Vendee shall have used reasonable care to protect such unit from any damage, destruction or loss. In the event the Vendee fails to use reasonable care to protect such unit while in its possession, the Vendee agrees to bear such responsibility and risk.

ARTICLE 2. Purchase Price and Payment. The Vendee hereby acknowledges itself to be indebted in the amount of and hereby promises to pay in cash to the Vendor at such place as the Vendor may designate, the amount of \$1,900.00 for each unit of Equipment listed in Group (1) of Schedule A hereto and \$2,500 for each unit of Equipment listed in Group (2) of Schedule A hereto.

The purchase price shall not bear interest.

Vendor shall fix by written notice to the Vendee one or more settlement dates (all of which shall be held on or before March 31, 1971) on which the purchase price of all units of Equipment, or that part of the units of Equipment designated in such notice, shall be paid. Each settlement date shall be fixed at least three business days subsequent to delivery of the written notice with respect thereto and not less than 40 units of Equipment shall be paid for on any settlement date, except as to the last settlement date, any remaining number of units of Equipment which the Vendee is obligated to purchase hereunder may be paid for. The obligation of the Vendee to pay the purchase price of the units of Equipment designated in the written notice fixing any settlement date is subject to the receipt by the Vendee on or prior thereto of the following:

(a) an invoice or invoices for such units of Equipment; and

(b) a bill of sale, dated the date of such settlement date, from the Vendor to the Vendee evidencing the transfer to the Vendee of title to such units of Equipment and warranting to the Vendee that at the time of delivery of such units to the Vendee the Vendor had legal title to and good and lawful right to sell such units and that upon delivery of such bill of sale title to such

units was free of all claims, liens and encumbrances of any nature resulting from anything which the Vendor has done or suffered to be done, except only the rights of the Vendee under this Agreement.

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

ARTICLE 3. Taxes. All payments to be made by the Vendee hereunder will be free of expense to the Vendor for collection or other charges except as herein provided. The Vendor agrees to bear the expense of any local, state or federal taxes (other than income or gross receipts [except gross income or gross receipts taxes in the nature of and in lieu of sales taxes] or excess profits and similar taxes) or license fees hereafter levied or imposed upon, or measured by, this Agreement or the acquisition, possession or sale of any unit of the Equipment. If any such taxes or license fees shall have been charged or levied against the Vendee directly and paid by the Vendee, the Vendor shall reimburse the Vendee on presentation of an invoice therefor; PROVIDED that the Vendor shall not be obligated to reimburse the Vendee for any taxes or license fees so paid unless the Vendee shall have been legally liable in respect thereof and the Vendor shall have approved the payment thereof.

ARTICLE 4. Title to the Equipment. The Vendor shall and hereby does retain the full legal title to and property in each unit of Equipment delivered to the Vendee hereunder, including parts thereof if any such unit shall be dismantled at any time, until the Vendee shall have paid the purchase price with respect to such unit, notwithstanding the delivery to and the possession thereof by the Vendee as herein provided. Any and all accessions, betterments, improvements and additions to any unit of Equipment prior to payment of the purchase price with respect thereto shall become part of such unit and subject to this Agreement to the same extent as such unit.

ARTICLE 5. Prohibition Against Liens and Segregation of Equipment. Prior to payment of the purchase price of any unit of Equipment, the Vendee will pay or satisfy and discharge any and all sums claimed by any party by, through or under the Vendee or its successors or assigns which, if unpaid, might become a lien or a charge upon such unit or parts thereof.

Vendee will at all times segregate all units of Equipment in its possession from its other property, and will keep such units labeled or otherwise marked to disclose Vendor's ownership thereof.

ARTICLE 6. Vendee's Indemnities. Subject to the provisions of the last paragraph of Article 1 hereof and the entire Article 3

hereof, the Vendee agrees to indemnify and save harmless the Vendor from and against all losses, damages, injuries, liabilities, claims and demands whatsoever, regardless of the cause thereof, and expenses in connection therewith, including counsel fees, arising out of the retention by the Vendor of title to units of Equipment or out of the use thereof by the Vendee during the period when title thereto remains in the Vendor. This covenant of indemnity shall continue in full force and effect notwithstanding the payment of the purchase price of all units of Equipment or the termination of this Agreement in any manner whatsoever.

ARTICLE 7. Defaults. In the event that any one or more of the following events of default shall occur and be continuing:

(a) the Vendee shall fail to pay in full, when due and payable hereunder, any sum payable by the Vendee as herein provided; or

(b) the Vendee shall, for more than 10 days after the Vendor 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, or to make provision satisfactory to the Vendor for such compliance; or

(c) the Vendee shall default in any payment on any other obligation of the Vendee for borrowed money

or in the performance of any other agreement, term or condition contained in any agreement under which such obligation is created, which shall result in such obligation being declared due and payable prior to the date on which it would otherwise have become due and payable and such default is not cured within 21 days after the occurrence thereof, or

(d) a decree or order by a court having jurisdiction in the premises shall have been entered adjudging the Vendee a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization or re-adjustment of the Vendee under the Bankruptcy Act or any other similar applicable federal or state law, and such decree or order shall have continued undischarged and unstayed for a period of 30 days; or a decree or order of a court having jurisdiction in the premises for the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of the Vendee or of its property, or for the winding up or liquidation of its affairs, shall have been entered, and such decree or order shall have continued undischarged and unstayed for a

period of 30 days; or

(e) the Vendee shall institute proceedings to be adjudicated a voluntary bankrupt, or shall consent to the filing of a bankruptcy proceeding against it, or shall file a petition or answer or consent seeking reorganization or readjustment under the Bankruptcy Act or any other similar applicable federal or state law, or shall consent to the filing of any such petition, or shall consent to the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of it or its property, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or corporate action shall be taken by the Vendee in furtherance of any of the aforesaid purposes;

then at any time after the occurrence of such an event of default the Vendor, upon compliance with any legal requirements then in force and applicable to such action by the Vendor, may:

(1) Take or cause to be taken by its agent or agents immediate possession of the units of Equipment, including parts thereof if any such unit shall be dismantled at any time, theretofore delivered to the Vendee and not previously paid for, free from all claims whatsoever except as hereinafter in this Article 7 expressly provided, and may remove the same from the possession and use of the Vendee and for such purpose may enter upon the Vendee's premises where such units may be located and may use and employ in connection with such

removal for a period not to exceed 90 days from the date Vendor enters upon Vendee's premises, any supplies, services and aids and any available trackage and other facilities or means of the Vendee, with or without process of law. In case the Vendor shall rightfully demand possession of such units of Equipment pursuant to this clause (1) and shall reasonably designate a point or points in the North Augusta, South Carolina, area to the Vendee, the Vendee shall, at its own expense, forthwith and in the usual manner, cause such units to be moved to such point or points as shall be so designated by the Vendor and shall there deliver such units or cause them to be delivered to the Vendor; and at the option of the Vendor, the Vendor may store such units on any of the premises of the Vendee, without charge for rent or storage, until the Vendor shall have disposed of the same. This agreement to deliver the units of Equipment 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 Vendor shall be entitled to a decree against the Vendee requiring specific performance hereof. The Vendee hereby expressly waives any and all claims against the Vendor and its agent or agents for damages of whatever nature in connection with any retaking of any units of Equipment in any reasonable manner.

(2) Withhold delivery of any units of Equipment not theretofore delivered to the Vendee until the Vendee shall have paid the purchase price of all units of Equipment previously delivered to the Vendee and shall have paid in advance the purchase price of the units of Equipment remaining to be delivered.

(3) Take such other action and have such other remedies as are accorded by the Uniform Commercial Code and all other applicable laws.

Each and every power and remedy hereby specifically given to the Vendor shall be in addition to every other power and remedy hereby specifically given or now or hereafter existing at law or in equity, and each and every power and remedy may be exercised from time to time simultaneously and as often and in such order as may be deemed expedient by the Vendor. All such powers

and remedies shall be cumulative, and the exercise of one shall not be deemed a waiver or the right to exercise any other or others. No delay or omission of the Vendor 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 Vendee will pay all reasonable expenses, including attorney's fees, incurred by the Vendor in enforcing its remedies under the terms of this Agreement. In the event that the Vendor shall bring any suit to enforce any of its rights hereunder and shall be entitled to judgment, then in such suit the Vendor may, to the extent permitted by law, recover reasonable expenses, including attorney's fees, and the amount thereof shall be included in such judgment.

ARTICLE 8. Applicable State Laws. Any provision of this Agreement prohibited by the applicable law of any state, or which by any applicable law of any state would convert this Agreement into any instrument other than a conditional sale agreement, shall as to such state 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 the Vendee 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.

ARTICLE 9. Extension Not a Waiver. No delay or omission in the exercise of any power or remedy herein provided or otherwise available to the Vendor shall impair or affect the Vendor's right thereafter to exercise the same. Any extension of time for payment hereunder or other indulgence granted to the Vendee shall not otherwise alter or affect the Vendor's rights or the obligations of the Vendee hereunder. The Vendor's acceptance of any payment after it shall have become due hereunder shall not be deemed to alter or affect the obligations of the Vendee or the Vendor's rights hereunder with respect to any subsequent payments or default therein.

ARTICLE 10. Recording. The Vendor may at its expense cause this Agreement and any amendments or supplements hereto to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act and may at its expense cause this Agreement or financing statements with respect hereto to be filed under the provisions of the Uniform Commercial Code in such jurisdictions as may be necessary

in order to protect its title to the Equipment and its rights hereunder; and the Vendee will from time to time do and perform any act and will execute, acknowledge, deliver, file and record any and all further instruments required by law or reasonably requested by the Vendor for the purpose of proper protection to the satisfaction of counsel for the Vendor, of its title to the Equipment and its rights under this Agreement or for the purpose of carrying out the intention of this Agreement.

ARTICLE 11. Notice. Any notice hereunder to the Vendee shall be deemed to be properly served if delivered or mailed to the Vendee at P. O. Box 1591, Augusta, Georgia 30903, or at such other address as may have been furnished in writing to the Vendor by the Vendee. Any notice hereunder to the Vendor shall be deemed to be properly served if delivered or mailed to the Vendor at Post Office Box 1808, Washington, D. C. 20013, or at such other address as may have been furnished in writing to the Vendee by the Vendor.

ARTICLE 12. Law Governing. This Agreement shall be construed in accordance with 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.

ARTICLE 13. Effect and Modification of Agreement.

This Agreement exclusively and completely states the rights of the Vendor and the Vendee with respect to the Equipment and supersedes all other agreements, oral and written, with respect to the Equipment. 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 Vendor and the Vendee.

ARTICLE 14. Assignments. The Vendee shall not assign this Agreement or any right to purchase any units of the Equipment. This Agreement shall be binding upon the successors of the Vendor and the Vendee and shall inure to the benefit of and be enforceable by the successors and assigns of the Vendor.

ARTICLE 15. 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.

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 day, month and year
first above written.

Signed, sealed and delivered
in presence of:

Martha M. Mitchell

Lawrence A. Huff

LAWRENCE A. HUFF

NOTARY PUBLIC
IN AND FOR THE DISTRICT OF COLUMBIA
MY COMMISSION EXPIRES JUNE 30, 1972

SOUTHERN RAILWAY COMPANY,
By

[Signature]
Vice President.

ATTEST:

[Signature]
Assistant Secretary.

Signed, sealed and delivered
in presence of:

John D. Reese

Sanctia J. Graves
Notary Public

HAMBURG INDUSTRIES, INC.,
By

T. F. Corley

Vice President.

My commission expires

Notary Public, Richmond County, Georgia
My commission expires January 22, 1971

ATTEST:

[Signature]
Assistant Secretary.

SCHEDULE A

420 - 50-ton, 40'6", 8' Door Box Cars and 500 - 50-ton 40'6" Box Cars with 9' Doors, all of which will be located on the Vendee's premises at Hamburg Road, North Augusta, South Carolina, and each of which will, upon delivery to the Vendee, bear a different number, each such number to be selected from among the following numbers:

Group (1)

Southern Railway Company car numbers 23000 through 26486, 262040 through 262049, and 330000 through 330499; and Central of Georgia Railway Company car numbers 7000 through 8299; all inclusive.

Group (2)

Southern Railway Company car numbers 30000 through 32018, both inclusive.

Delivery will commence in February, 1970.