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COUNTERPART NO. 1
OF _____ COUNTERPARTS

RECORDATION NO. _____

NOV 9 1971 - 12 30 PM

INTERSTATE COMMERCE COMMISSION
THIS AGREEMENT, dated as of November 1, 1971, by
and between SOUTHERN IRON & EQUIPMENT COMPANY, a Georgia
corporation (the "Manufacturer"), and GULF, MOBILE AND
RAILROAD COMPANY, a Mississippi corporation ("GM&O"):

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W I T N E S S E T H:

The Manufacturer and GM&O heretofore entered into a purchase order dated June 18, 1971 (a copy of which purchase order is made a part hereof by reference), and such addenda thereto and modifications thereof as may have been or may be agreed upon in writing between the Manufacturer and GM&O, whereunder the Manufacturer agreed to rebuild at its ~~Atlanta~~ ^{Decatur} Georgia plant and to deliver to GM&O at Montgomery, Alabama, or at such other point or points as directed by GM&O, and GM&O agreed to accept and pay for the following railroad equipment (the "Cars").

100 50-Ton 40' 6" box cars to bear GM&O road numbers 440000-440099, inclusive.

As contemplated by said purchase order, GM&O intends to finance the purchase of the Cars from the Manufacturer pursuant to a Conditional Sale Agreement to be dated as of November 1, 1971, but deliveries of the Cars are scheduled to begin on or about November 3, 1971, and GM&O will not have established said financing arrangements by that time nor be in position to take such deliveries thereunder. GM&O represents that such financing

arrangement will be established, however, on or before January 3, 1972. GM&O, in order that it may use the Cars pending completion of such financing arrangement, has arranged with the Manufacturer to give it temporary custody and possession of the Cars upon their completion, solely as a bailee of the Cars, and the Manufacturer is willing to do so upon the terms and conditions hereinafter stated.

In consideration of the premises, the Manufacturer hereby delivers to GM&O and GM&O hereby accepts from the Manufacturer the Cars as of the date each of them is delivered to GM&O at the delivery point, for the period terminating on the earlier of January 3, 1972, or the date of establishment of said financing arrangement. On such termination date, this Agreement shall automatically be canceled and superseded without further action by or notice to any party concerned.

Upon delivery of each Car to the delivery point, GM&O's representative will execute a certificate of acceptance acknowledging the receipt of delivery of such Car under this Agreement. Title to the Cars shall remain in the Manufacturer and GM&O's right and interest therein is and shall be solely that of possession, custody, and use as bailee under this Agreement. Transfer of title shall be effected only at the time of delivery of bills of sale. GM&O, without expense to the Manufacturer, will promptly cause this Agreement to be filed with the Interstate

Commerce Commission for recordation under Section 20c of the Interstate Commerce Act. In addition, GM&O shall do such other acts as may be required by law, or reasonably requested by the Manufacturer, for the protection of the Manufacturer's title to and interest in the Cars.

GM&O will, at its own expense, keep and maintain the Cars in good order and running condition and will at its option repair or replace or promptly pay to the Manufacturer the purchase price in cash of those Cars which may be damaged or destroyed by any cause during the term of this Agreement.

Prior to the delivery of each Car to GM&O under this Agreement it will be numbered with a road number as hereinbefore indicated, and there shall be plainly, distinctly, permanently and conspicuously marked upon each side of each Car, in contemplation of said financing arrangement, the following legend in letters not less than one inch in height:

"FIRST NATIONAL BANK OF MOBILE, OWNER"

GM&O hereby agrees to indemnify the Manufacturer against any liability, loss, or expense incurred by it as a result of the placing of the aforementioned markings on the Cars.

In the event, during the continuance of this Agreement, such markings shall at any time be removed, defaced, or destroyed on any Car, GM&O shall immediately cause the same to be restored or replaced.

GM&O agrees with the Manufacturer that the execution by the Manufacturer of this Agreement or the delivery by the Manufacturer to GM&O of the Cars, as contemplated by this Agreement, shall not relieve GM&O of its obligations to accept, take, and pay for the Cars in accordance with the terms of the purchase order or impair any of the Manufacturer's rights under the purchase order.

Attest:

SOUTHERN IRON & EQUIPMENT COMPANY

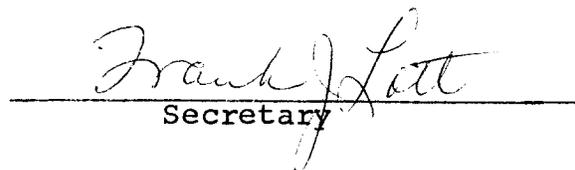

Asst. Secretary

By


Vice President

Attest:

GULF, MOBILE & OHIO RAILROAD COMPANY


Secretary

By


Senior Vice President

STATE OF Georgia)
COUNTY OF DeKalb)

On this 5th day of November, 1971, before me personally appeared H. P. Hahn, to me personally known, who being by me duly sworn, says that he is a Vice President of SOUTHERN IRON & EQUIPMENT COMPANY, that one of the seals 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.

Grace C. McNeese

Notary Public, Georgia, State at Large
My Commission Expires Dec. 2, 1972

STATE OF ALABAMA)
)
COUNTY OF MOBILE)

On this 2nd day of November, 1971, before me personally appeared R. E. Stevenson, to me personally known, who, being by me duly sworn, says that he is Senior Vice President of GULF, MOBILE AND OHIO RAILROAD COMPANY, that one of the seals 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.

S. F. Steiner

My Commission Expires June 30, 1975