

2-043A040

ITEL

February 11, 1992

Itel Rail Corporation

550 California Street
San Francisco, CA 94104
(415) 984-4200

Hon. Sidney L. Strickland, Jr., Esq.
Secretary
Interstate Commerce Commission
Washington, DC 20423

RECORDATION NO. 16199-B
FEB 12 1992 - 3 10 PM
INTERSTATE COMMERCE COMMISSION

Re: Termination of Railcar Purchase Agreement ("Termination")

Dear Mr. Strickland:

On behalf of Itel Rail Corporation, the above instrument, in four (4) counterparts, is hereby submitted for filing and recording pursuant to 49 U.S.C. Section 11303(a), along with the \$16 recordation fee.

Please record this Termination under the Railcar Purchase Agreement dated as of December 28, 1988, between Itel Rail Corporation, successor to Itel Railcar Corporation, and Chattahoochee Industrial Railroad, which was filed with the ICC on February 8, 1989, under Recordation No. 16199.

The parties to the aforementioned instrument are listed below:

Itel Rail Corporation 550 California Street San Francisco, California 94104	(Purchaser)
Chattahoochee Industrial Railroad P.O. Box 253 Cedar Springs, Georgia 31732	(Seller)

This Termination relates solely to the Railcar Purchase Agreement and one hundred twelve (112) HT hopper cars bearing reporting marks CIRR 6301-6412 thereunder.

Please return to the undersigned the stamped counterparts not required for filing purposes, together with the ICC fee receipt and acknowledgment letter.

Very truly yours,

patricia schumacker

Patricia Schumacker
Legal Assistant

NO RECORDATION

FEB 12 3 04 PM '92

REC'D SECTION 16177B FEB 1992

FEB 12 1992 3:40 PM

TERMINATION OF RAILCAR PURCHASE AGREEMENT

INTERSTATE COMMERCE COMMISSION

TERMINATION OF RAILCAR PURCHASE AGREEMENT (THE "TERMINATION")
between CHATTAHOOCHEE INDUSTRIAL RAILROAD, a Georgia corporation ("CIRR"),
and ITEL RAIL CORPORATION, a Delaware corporation ("Rail"), dated as of November
18, 1989.

WHEREAS, CIRR sold to Itel Railcar Corporation ("Railcar") one hundred twelve
(112) hopper coal cars (the "Cars") pursuant to a Railcar Purchase Agreement, dated as
of December 28, 1988 (the "Purchase Agreement"), between CIRR and Railcar, which was
filed with the Interstate Commerce Commission ("ICC") pursuant to U.S.C. Section
11303(a) on February 8, 1989, and given Recordation No. 16199; and

WHEREAS, Rail is successor in interest to Railcar; and

WHEREAS, pursuant to the Purchase Agreement, CIRR issued to Rail ten (10) Bills
of Sale covering the sale of the Cars, which are attached hereto as Exhibit A; and

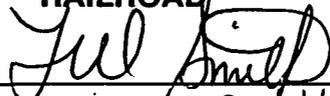
WHEREAS, Rail has fulfilled its obligations due CIRR under the Purchase
Agreement, and CIRR and Rail desire to make the termination of the Purchase Agreement
a matter of public record.

NOW, THEREFORE, CIRR and Rail agree as follows:

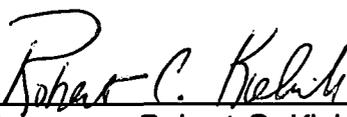
1. Effective as of November 18, 1989, the Purchase Agreement is hereby
terminated in its entirety; provided, however, that any warranties made by
CIRR or Rail, or any rights of CIRR or Rail to indemnity, which by the terms
of the Purchase Agreement expressly survive the termination, shall survive.
2. This Termination shall be governed by and construed in accordance with
the laws of the State of Georgia, but both parties shall be entitled to all
rights conferred by the laws of the United States permitting filing with the
Interstate Commerce Commission.

IN WITNESS WHEREOF, the parties have executed and delivered this Termination
as of the date first above written.

**CHATTAHOOCHEE INDUSTRIAL
RAILROAD**

By 
Name: L. W. Smith
Title: UP JGM

ITEL RAIL CORPORATION

By 
Name: Robert C. Kiehnle
Title: Vice President and Treasurer

STATE OF GEORGIA)
) ss.
COUNTY OF EARLY)

On this 6th day of February, 1992, before me personally appeared L. W. Smith, personally known to me to be the person who executed the within instrument as Vice President & Gen. Mgr. of Chattahoochee Industrial Railroad and acknowledged to me that the corporation executed it.

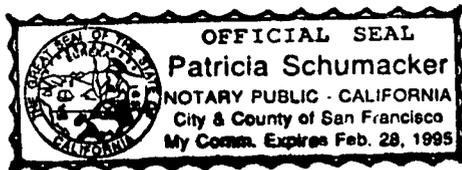
MY COMMISSION EXPIRES MARCH 2, 1993

Stella Cosby
Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

On this 30th day of January, 1992, before me personally appeared Robert C. Kiehnle, personally known to me to be the person who executed the within instrument as Vice President and Treasurer of Itel Rail Corporation and acknowledged to me that the corporation executed it.

patricia schumacker
Notary Public



BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS THAT, in Cedar Springs, Georgia, in consideration of the payment of \$10 (ten dollars) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CHATTAHOOCHEE INDUSTRIAL RAILROAD ("Seller") does hereby grant, bargain, sell, convey, transfer and deliver to Irel Rail Corporation ("Purchaser"), its successors and assigns forever, all right, title and interest of Seller in and to all of the ~~XXXXXX~~ triple hopper coal railcars identified on Schedule 1 hereto ("the Cars"), together with all additions, parts, fittings, appurtenances, equipment, accessories, attachments, fixtures, and accessions installed thereon or attached thereto, and the records, files, drawings and specifications specified in Schedule 2 hereto (to the extent that such records are available to Seller), TO HAVE AND TO HOLD the same unto Purchaser, its successors and assigns forever. Seller reserves the right to retain a copy of any or all records provided Purchaser with respect to the Cars.

*two (2)
clm

Seller does hereby assign, grant, bargain, sell, convey, transfer and deliver to Purchaser, its successors and assigns forever, all right, title interest, powers and privileges of Seller in and to such warranties, claims, causes of action, rights of indemnity and other rights, if any, as currently exist or will exist against third parties with respect to the Cars, to the extent that such rights are assignable.

Seller represents and warrants to Purchaser as follows:

- (a) The Cars were originally built in 1975-77 by Pullman at a cost of \$26,510 per Car, with a \$491 betterment made by Seller upon delivery of Car to Seller by the manufacturer.
- (b) Seller has good, valid and marketable title to the Cars free and clear of all liens, pledges, security interests, charges, encumbrances or other defects of title of any nature whatsoever, and there is no contract or restriction which prevents Seller from conveying or transferring to Purchaser unencumbered title to the Cars, or giving possession of the Cars, to Purchaser.

IN WITNESS WHEREOF, Seller has executed this instrument in CEGAR SPRINGS GA GEORGIA, this 22ND day of FEBRUARY, ~~1988~~ 1989.

CHATTAHOOCHEE INDUSTRIAL RAILROAD
By Charles R. [Signature]
Title VICE PRESIDENT

Signed in the presence of:

[Signature]

SCHEDULE 1

IDENTIFICATION OF CARS

Reporting Mark

Description

- 1. CIRR 6023
- 2. CIRR 6129

²
~~25~~ HT Hopper Cars

~~0000CIRRXXXXXXXX~~
~~0100CIRRXXXXXXXX~~
~~0200CIRRXXXXXXXX~~
~~0300CIRRXXXXXXXX~~
~~0400CIRRXXXXXXXX~~
~~0500CIRRXXXXXXXX~~
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~~2200CIRRXXXXXXXX~~
~~2300CIRRXXXXXXXX~~
~~2400CIRRXXXXXXXX~~
~~2500CIRRXXXXXXXX~~

SCHEDULE 2

RECORDS, FILES, DRAWINGS AND SPECIFICATIONS

1. Drawing list, to include a microfilm copy of all drawings, including specialty items.
2. Builder's specifications.
3. Maintenance history for the past two years and history of all projects performed since each Car was built.
4. List of month and year each Car was built.
5. Original equipment cost.
6. Cost of any additions and betterments and date added.
7. Form 88-A-4 for each Car.

STATE OF Georgia)
) ss.
COUNTY OF Early)

On this 22nd day of February, ~~1988~~¹⁹⁸⁹, before me personally appeared Charles H. Grantland, to me personally known, who being by me duly sworn says that such person is Vice President of Chattahoochee Industrial Park, that the foregoing Bill of Sale was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Marta Olson
Notary Public

MY COMMISSION EXPIRES MARCH 21, 1992

BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS THAT, in Cedar Springs, Georgia, in consideration of the payment of \$10 (ten dollars) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CHATTAHOOCHEE INDUSTRIAL RAILROAD ("Seller") does hereby grant, bargain, sell, convey, transfer and deliver to IteI Rail Corporation ("Purchaser"). its successors and assigns forever, all right, title and interest of Seller in and to all of the six (6) triple hopper coal railcars identified on Schedule I hereto ("the Cars"), together with all additions, parts, fittings, appurtenances, equipment, accessories, attachments, fixtures, and accessions installed thereon or attached thereto, and the records, files, drawings and specifications specified in Schedule 2 thereto (to the extent that such records are available to Seller), TO HAVE AND TO HOLD the same unto Purchaser, its successors and assigns forever. Seller reserves the right to retain a copy of any or all records provided Purchaser with respect to the Cars.

Seller does hereby assign, grant, bargain, sell, convey, transfer and deliver to Purchaser, its successors and assigns forever, all right, title interest, powers and privileges of Seller in and to such warranties, claims, causes of action, rights of indemnity and other rights, if any, as currently exist or will exist against third parties with respect to the Cars, to the extent that such rights are assignable.

Seller represents and warrants to Purchaser as follows:

- (a) The Cars were originally build in 1975-77 by Pullman at a cost of \$26,510 per Car, with a \$491 betterment made by Seller upon delivery of Car to Seller by the manufacturer.
- (b) Seller has good, valid and marketable title to the Cars free and clear of all liens, pledges, security interests, charges, encumbrances or other defects of title of any nature whatsoever, and there is no contract or restriction which prevents Seller from conveying or transferring to Purchaser unencumbered title to the Cars, or giving possession of the Cars to Purchaser.

IN WITNESS WHEREOF, Seller has executed this instrument in Cedar Springs, Georgia, this 4th day of APRIL, 1989.

CHATTAHOOCHEE INDUSTRIAL RAILROAD

By Charles R. [Signature]

Title VICE PRESIDENT

Signed in the presence of:

[Signature]

SCHEDULE 1

IDENTIFICATION OF CARS

Reporting Mark

Description

1. CIRR 6075
2. CIRR 6013
3. CIRR 6019
4. CIRR 6037
5. CIRR 6132
6. CIRR 6146

6 HT Hopper Cars

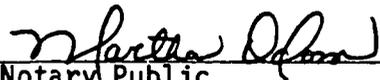
SCHEDULE 2

RECORDS, FILES, DRAWINGS AND SPECIFICATIONS

1. Drawing list, to include a microfilm copy of all drawings, including specialty items.
2. Builder's specifications.
3. Maintenance history for the past two years and history of all projects performed since each Car was built.
4. List of month and year each Car was built.
5. Original equipment cost.
6. Cost of any additions and betterments and date added.
7. Form 88-A-4 for each Car.

STATE OF GEORGIA)
COUNTY OF EARLY) ss.

On this 4th day of April, 1989, before me personally appeared Charles R. Grantland, to me personally known, who being by me duly sworn says that such person is Vice President of Chattahoochee Industrial Railroad that the foregoing Bill of Sale was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

MY COMMISSION EXPIRES MARCH 21, 1992

BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS THAT, in Cedar Springs, Georgia, in consideration of the payment of \$10 (ten dollars) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CHATTAHOOCHEE INDUSTRIAL RAILROAD ("Seller") does hereby grant, bargain, sell, convey, transfer and deliver to ITEL Rail Corporation ("Purchaser"), its successors and assigns forever, all right, title and interest of Seller in and to all of the seventeen (17) triple hopper coal railcars identified on Schedule I hereto ("the Cars"), together with all additions, parts, fittings, appurtenances, equipment, accessories, attachments, fixtures, and accessions installed thereon or attached thereto, and the records, files, drawings and specifications specified in Schedule 2 thereto (to the extent that such records are available to Seller), TO HAVE AND TO HOLD the same unto Purchaser, its successors and assigns forever. Seller reserves the right to retain a copy of any or all records provided Purchaser with respect to the Cars.

Seller does hereby assign, grant, bargain, sell, convey, transfer and deliver to Purchaser, its successors and assigns forever, all right, title interest, powers and privileges of Seller in and to such warranties, claims, causes of action, rights of indemnity and other rights, if any, as currently exist or will exist against third parties with respect to the Cars, to the extent that such rights are assignable.

Seller represents and warrants to Purchaser as follows:

- (a) The Cars were originally built in 1975-77 by Pullman at a cost of \$26,510 per Car, with a \$491 betterment made by Seller upon delivery of Car to Seller by the manufacturer.
- (b) Seller has good, valid and marketable title to the Cars free and clear of all liens, pledges, security interests, charges, encumbrances or other defects of title of any nature whatsoever, and there is no contract or restriction which prevents Seller from conveying or transferring to Purchaser unencumbered title to the Cars, or giving possession of the Cars to Purchaser.

IN WITNESS WHEREOF, Seller has executed this instrument in Cedar Springs, Georgia, this 21 day of APRIL, 1989.

CHATTAHOOCHEE INDUSTRIAL RAILROAD

By: Charles N. Montford

Title: VICE PRESIDENT

Signed in the presence of:

[Signature]

SCHEDULE 1

IDENTIFICATION OF CARS

<u>Reporting Mark</u>	<u>Description</u>
1. CIRR 6027	17 HT Hopper Cars
2. CIRR 6062	
3. CIRR 6116	
4. CIRR 6010	
5. CIRR 6050	
6. CIRR 6088	
7. CIRR 6048	
8. CIRR 6131	
9. CIRR 6077	
10. CIRR 6117	
11. CIRR 6079	
12. CIRR 6051	
13. CIRR 6022	
14. CIRR 6093	
15. CIRR 6087	
16. CIRR 6059	
17. CIRR 6080	

SCHEDULE 2

RECORDS, FILES, DRAWINGS AND SPECIFICATIONS

1. Drawing list, to include a microfilm copy of all drawings, including specialty items.
2. Builder's specifications.
3. Maintenance history for the past two years and history of all projects performed since each Car was built.
4. List of month and year each Car was built.
5. Original equipment cost.
6. Cost of any additions and betterments and date added.
7. Form 88-A-4 for each Car.

STATE OF GEORGIA

COUNTY OF EARLY

}
} ss.

On this 21st day of April 1989, before me personally appeared Charles R. Grantland, to me personally known, who being by me duly sworn says that such person is Vice President, of Chattahoochee Industrial Railroad that the foregoing Bill of Sale was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Walter Olan
Notary Public

MY COMMISSION EXPIRES MARCH 21, 1992

BILL OF SALE

NOW ALL PERSONS BY THESE PRESENT THAT, in Cedar Springs, Georgia, in consideration of the payment of \$10 (ten dollars) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CHATTAHOOCHEE INDUSTRIAL RAILROAD ("Seller") does hereby grant, bargain, sell, convey, transfer and deliver to IteI Rail Corporation ("Purchaser"), its successors and assigns forever, all right, title and interest of Seller in and to all of the seventeen (17) triple hopper coal railcars identified on Schedule I hereto ("the Cars"), together with all additions, parts, fittings, appurtenances, equipment, accessories, attachments, fixtures, and accessions installed thereon or attached thereto, and the records, files, drawings and specifications specified in Schedule 2 thereto (to the extent that such records are available to Seller), TO HAVE AND TO HOLD the same unto Purchaser, its successors and assigns forever. Seller reserves the right to retain a copy of any or all records provided Purchaser with respect to the Cars.

Seller does hereby assign, grant, bargain, sell, convey, transfer and deliver to Purchaser, its successors and assigns forever, all right, title, interest, powers and privileges of Seller in and to such warranties, claims, causes of action, rights of indemnity and other rights, if any, as currently exist or will exist against third parties with respect to the Car, to the extent that such rights are assignable.

Seller represents and warrants to Purchaser as follows:

- (a) The Cars were originally built in 1975-77 by Pullman at a cost of \$26,510 per Car, with a \$491 betterment made by Seller upon delivery of Car to Seller by the manufacturer.
- (b) Seller has good, valid and marketable title to the Cars free and clear of all liens, pledges, security interests, charges encumbrances or other defects of title of any nature whatsoever, and there is no contract or restriction which prevents Seller from conveying or transferring to Purchaser unencumbered title to the Cars, or giving possession of the Cars to Purchaser.

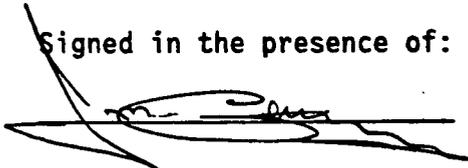
IN WITNESS WHEREOF, Seller has executed this instrument in Cedar Springs, Georgia, this 27th day of June, 1989.

CHATTAHOOCHEE INDUSTRIAL RAILROAD

By Charles N. Stewart

Title Vice President

Signed in the presence of:



SCHEDULE 1

IDENTIFICATION OF CARS

Reporting Mark

Description

1. CIRR 6074
2. CIRR 6045
3. CIRR 6120
4. CIRR 6007
5. CIRR 6082
6. CIRR 6020
7. CIRR 6047
8. CIRR 6094
9. CIRR 6078
10. CIRR 6119
11. CIRR 6127
12. CIRR 6122
13. CIRR 6092
14. CIRR 6008
15. CIRR 6039
16. CIRR 6118
17. CIRR 6130

17 HT Hopper Cars

SCHEDULE 2

RECORDS, FILES, DRAWINGS AND SPECIFICATIONS

1. Drawing list, to include a microfilm copy of all drawings, including specialty items.
2. Builder's specifications.
3. Maintenance history for the past two years and history of all projects performed since each Car was built.
4. List of month and year each Car was built.
5. Original equipment cost.
6. Cost of any additions and betterments and date added.
7. Form 88-A-4 for each Car.

STATE OF GEORGIA)
)
COUNTY OF EARLY)

On this 27th day of June, 1989, before me personally appeared Charles L. Grantland, to me personally known, who being by me duly sworn says that such person is Vice President of Chattahoochee Industrial Railroad, that the foregoing Bill of Sale was signed on behalf of said corporation by authority of its Board of Directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public
Notary Public

MY COMMISSION EXPIRES MARCH 21, 1992

BILL OF SALE

NOW ALL PERSONS BY THESE PRESENT THAT, in Cedar Springs, Georgia, in consideration of the payment of \$10 (ten dollars) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CHATTAHOOCHEE INDUSTRIAL RAILROAD ("Seller") does hereby grant, bargain, sell, convey, transfer and deliver to IteI Rail Corporation ("Purchaser"), its successors and assigns forever, all right, title and interest of Seller in and to all of the eight (8) triple hopper coal railcars identified on Schedule I hereto ("the Cars"), together with all additions, parts, fittings, appurtenances, equipment, accessories, attachments, fixtures, and accessions installed thereon or attached thereto, and the records, files, drawings and specifications specified in Schedule 2 thereto (to the extent that such records are available to Seller), TO HAVE AND TO HOLD the same unto Purchaser, its successors and assigns forever. Seller reserves the right to retain a copy of any or all records provided Purchaser with respect to the Cars.

Seller does hereby assign, grant, bargain, sell, convey, transfer and deliver to Purchaser, its successors and assigns forever, all right, title, interest, powers and privileges of Seller in and to such warranties, claims, causes of action, rights of indemnity and other rights, if any, as currently exist or will exist against third parties with respect to the Car, to the extent that such rights are assignable.

Seller represents and warrants to Purchaser as follows:

- (a) The Cars were originally built in 1975-77 by Pullman at a cost of \$26,510 per Car, with a \$491 betterment made by Seller upon delivery of Car to Seller by the manufacturer.
- (b) Seller has good, valid and marketable title to the Cars free and clear of all liens, pledges, security interests, charges encumbrances or other defects of title of any nature whatsoever, and there is no contract or restriction which prevents Seller from conveying or transferring to Purchaser unencumbered title to the Cars, or giving possession of the Cars to Purchaser.

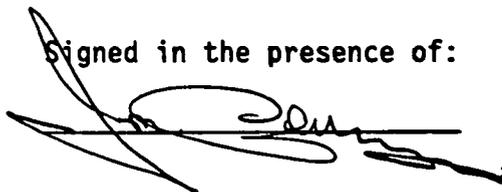
IN WITNESS WHEREOF, Seller has executed this instrument in Cedar Springs, Georgia, this 29th day of JUNE, 1989.

CHATTAHOOCHEE INDUSTRIAL RAILROAD

By Charles R. Mavituna

Title Vice President

Signed in the presence of:



SCHEDULE 1

IDENTIFICATION OF CARS

Reporting Mark

Description

1. CIRR 6112
2. CIRR 6113
3. CIRR 6071
4. CIRR 6143
5. CIRR 6128
6. CIRR 6069
7. CIRR 6099
8. CIRR 6049

17 HT Hopper Cars

SCHEDULE 2

RECORDS, FILES, DRAWINGS AND SPECIFICATIONS

1. Drawing list, to include a microfilm copy of all drawings, including specialty items.
2. Builder's specifications.
3. Maintenance history for the past two years and history of all projects performed since each Car was built.
4. List of month and year each Car was built.
5. Original equipment cost.
6. Cost of any additions and betterments and date added.
7. Form 88-A-4 for each Car.

STATE OF GEORGIA)
)
COUNTY OF EARLY)

On this 29th day of June, 1989, before me personally appeared Charles R. Hartland, to me personally known, who being by me duly sworn says that such person is Vice President of Chattahoochee Industrial Railroad, that the foregoing Bill of Sale was signed on behalf of said corporation by authority of its Board of Directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Walter Olson
Notary Public

MY COMMISSION EXPIRES MARCH 21, 1992

BILL OF SALE

NOW ALL PERSONS BY THESE PRESENT THAT, in Cedar Springs, Georgia, in consideration of the payment of \$10 (ten dollars) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CHATTAHOOCHEE INDUSTRIAL RAILROAD ("Seller") does hereby grant, bargain, sell, convey, transfer and deliver to IteI Rail Corporation ("Purchaser"), its successors and assigns forever, all right, title and interest of Seller in and to all of the twelve (12) triple hopper coal railcars identified on Schedule I hereto ("the Cars"), together with all additions, parts, fittings, appurtenances, equipment, accessories, attachments, fixtures, and accessions installed thereon or attached thereto, and the records, files, drawings and specifications specified in Schedule 2 thereto (to the extent that such records are available to Seller), TO HAVE AND TO HOLD the same unto Purchaser, its successors and assigns forever. Seller reserves the right to retain a copy of any or all records provided Purchaser with respect to the Cars.

Seller does hereby assign, grant, bargain, sell, convey, transfer and deliver to Purchaser, its successors and assigns forever, all right, title, interest, powers and privileges of Seller in and to such warranties, claims, causes of action, rights of indemnity and other rights, if any, as currently exist or will exist against third parties with respect to the Car, to the extent that such rights are assignable.

Seller represents and warrants to Purchaser as follows:

- (a) The Cars were originally built in 1975-77 by Pullman at a cost of \$26,510 per Car, with a \$491 betterment made by Seller upon delivery of Car to Seller by the manufacturer.
- (b) Seller has good, valid and marketable title to the Cars free and clear of all liens, pledges, security interests, charges encumbrances or other defects of title of any nature whatsoever, and there is no contract or restriction which prevents Seller from conveying or transferring to Purchaser unencumbered title to the Cars, or giving possession of the Cars to Purchaser.

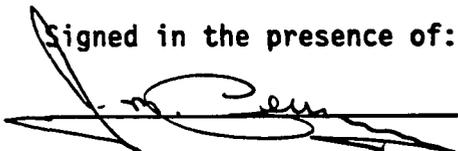
IN WITNESS WHEREOF, Seller has executed this instrument in Cedar Springs, Georgia, this 8th day of AUGUST, 1989.

CHATTAHOOCHEE INDUSTRIAL RAILROAD

By Charles R. Mantland

Title VICE PRESIDENT

Signed in the presence of:



SCHEDULE 1

IDENTIFICATION OF CARS

Reporting Mark

Description

1. CIRR 6063
2. CIRR 6108
3. CIRR 6123
4. CIRR 6034
5. CIRR 6076
6. CIRR 6137
7. CIRR 6089
8. CIRR 6144
9. CIRR 6015
10. CIRR 6001
11. CIRR 6095
12. CIRR 6103

12 HT Hopper Cars

SCHEDULE 2

RECORDS, FILES, DRAWINGS AND SPECIFICATIONS

1. Drawing list, to include a microfilm copy of all drawings, including specialty items.
2. Builder's specifications.
3. Maintenance history for the past two years and history of all projects performed since each Car was built.
4. List of month and year each Car was built.
5. Original equipment cost.
6. Cost of any additions and betterments and date added.
7. Form 88-A-4 for each Car.

STATE OF GEORGIA)
)
COUNTY OF EARLY)

On this 8th day of August, 1989, before me personally appeared Charles P. Mastland, to me personally known, who being by me duly sworn says that such person is Vice President of Chattahoochee Industrial Railroad, that the foregoing Bill of Sale was signed on behalf of said corporation by authority of its Board of Directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Martha Brown
Notary Public

MY COMMISSION EXPIRES MARCH 21, 1992

BILL OF SALE

NOW ALL PERSONS BY THESE PRESENT THAT, in Cedar Springs, Georgia, in consideration of the payment of \$10 (ten dollars) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CHATTAHOOCHEE INDUSTRIAL RAILROAD ("Seller") does hereby grant, bargain, sell, convey, transfer and deliver to IteI Rail Corporation ("Purchaser"), its successors and assigns forever, all right, title and interest of Seller in and to all of the twelve (12) triple hopper coal railcars identified on Schedule I hereto ("the Cars"), together with all additions, parts, fittings, appurtenances, equipment, accessories, attachments, fixtures, and accessions installed thereon or attached thereto, and the records, files, drawings and specifications specified in Schedule 2 thereto (to the extent that such records are available to Seller), TO HAVE AND TO HOLD the same unto Purchaser, its successors and assigns forever. Seller reserves the right to retain a copy of any or all records provided Purchaser with respect to the Cars.

Seller does hereby assign, grant, bargain, sell, convey, transfer and deliver to Purchaser, its successors and assigns forever, all right, title, interest, powers and privileges of Seller in and to such warranties, claims, causes of action, rights of indemnity and other rights, if any, as currently exist or will exist against third parties with respect to the Car, to the extent that such rights are assignable.

Seller represents and warrants to Purchaser as follows:

- (a) The Cars were originally built in 1975-77 by Pullman at a cost of \$26,510 per Car, with a \$491 betterment made by Seller upon delivery of Car to Seller by the manufacturer.
- (b) Seller has good, valid and marketable title to the Cars free and clear of all liens, pledges, security interests, charges encumbrances or other defects of title of any nature whatsoever, and there is no contract or restriction which prevents Seller from conveying or transferring to Purchaser unencumbered title to the Cars, or giving possession of the Cars to Purchaser.

IN WITNESS WHEREOF, Seller has executed this instrument in Cedar Springs, Georgia, this 18th day of September, 1989.

CHATTAHOOCHEE INDUSTRIAL RAILROAD

By Charles R. [Signature]

Title Vice President

Signed in the presence of:

[Signature]

SCHEDULE 1

IDENTIFICATION OF CARS

Reporting Mark

Description

1. CIRR 6054'
2. CIRR 6024'
3. CIRR 6126'
4. CIRR 6135'
5. CIRR 6125'
6. CIRR 6003'
7. CIRR 6084'
8. CIRR 6038'
9. CIRR 6096'
10. CIRR 6106'
11. CIRR 6009'
12. CIRR 6004'

12 HT Hopper Cars

SCHEDULE 2

RECORDS, FILES, DRAWINGS AND SPECIFICATIONS

1. Drawing list, to include a microfilm copy of all drawings, including specialty items.
2. Builder's specifications.
3. Maintenance history for the past two years and history of all projects performed since each Car was built.
4. List of month and year each Car was built.
5. Original equipment cost.
6. Cost of any additions and betterments and date added.
7. Form 88-A-4 for each Car.

STATE OF GEORGIA)
)
COUNTY OF EARLY)

On this 18th day of September, 1989, before me personally appeared Charles R. Grantland, to me personally known, who being by me duly sworn says that such person is Vice President of Chattahoochee Industrial Railroad, that the foregoing Bill of Sale was signed on behalf of said corporation by authority of its Board of Directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

MY COMMISSION EXPIRES MARCH 21, 1992

BILL OF SALE

NOW ALL PERSONS BY THESE PRESENT THAT, in Cedar Springs, Georgia, in consideration of the payment of \$10 (ten dollars) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CHATTAHOOCHEE INDUSTRIAL RAILROAD ("Seller") does hereby grant, bargain, sell, convey, transfer and deliver to Ite! Rail Corporation ("Purchaser"), its successors and assigns forever, all right, title and interest of Seller in and to all of the twelve (12) triple hopper coal railcars identified on Schedule I hereto ("the Cars"), together with all additions, parts, fittings, appurtenances, equipment, accessories, attachments, fixtures, and accessions installed thereon or attached thereto, and the records, files, drawings and specifications specified in Schedule 2 thereto (to the extent that such records are available to Seller), TO HAVE AND TO HOLD the same unto Purchaser, its successors and assigns forever. Seller reserves the right to retain a copy of any or all records provided Purchaser with respect to the Cars.

Seller does hereby assign, grant, bargain, sell, convey, transfer and deliver to Purchaser, its successors and assigns forever, all right, title, interest, powers and privileges of Seller in and to such warranties, claims, causes of action, rights of indemnity and other rights, if any, as currently exist or will exist against third parties with respect to the Car, to the extent that such rights are assignable.

Seller represents and warrants to Purchaser as follows:

- (a) The Cars were originally built in 1975-77 by Pullman at a cost of \$26,510 per Car, with a \$491 betterment made by Seller upon delivery of Car to Seller by the manufacturer.
- (b) Seller has good, valid and marketable title to the Cars free and clear of all liens, pledges, security interests, charges encumbrances or other defects of title of any nature whatsoever, and there is no contract or restriction which prevents Seller from conveying or transferring to Purchaser unencumbered title to the Cars, or giving possession of the Cars to Purchaser.

IN WITNESS WHEREOF, Seller has executed this instrument in Cedar Springs, Georgia, this 9TH day of OCTOBER, 1989.

CHATTAHOOCHEE INDUSTRIAL RAILROAD

By Charles N. Mouton

Title VICE-PRESIDENT

Signed in the presence of:

Joseph Williams

SCHEDULE 1

IDENTIFICATION OF CARS

Reporting Mark

Description

1. CIRR 6054
2. CIRR 6024
3. CIRR 6126
4. CIRR 6135
5. CIRR 6125
6. CIRR 6003
7. CIRR 6084
8. CIRR 6038
9. CIRR 6096
10. CIRR 6106
11. CIRR 6009
12. CIRR 6004

12 HT Hopper Cars

SCHEDULE 2

RECORDS, FILES, DRAWINGS AND SPECIFICATIONS

1. Drawing list, to include a microfilm copy of all drawings, including specialty items.
2. Builder's specifications.
3. Maintenance history for the past two years and history of all projects performed since each Car was built.
4. List of month and year each Car was built.
5. Original equipment cost.
6. Cost of any additions and betterments and date added.
7. Form 88-A-4 for each Car.

STATE OF GEORGIA)
)
COUNTY OF EARLY)

On this 9th day of October, 1989, before me personally appeared Charles R. Grantland, to me personally known, who being by me duly sworn says that such person is Vice President of Chattahoochee Industrial Railroad, that the foregoing Bill of Sale was signed on behalf of said corporation by authority of its Board of Directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Jaye Buckhalter
Notary Public

MY COMMISSION EXPIRES MARCH 24, 1992

BILL OF SALE

NOW ALL PERSONS BY THESE PRESENT THAT, in Cedar Springs, Georgia, in consideration of the payment of \$10 (ten dollars) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CHATTAHOOCHEE INDUSTRIAL RAILROAD ("Seller") does hereby grant, bargain, sell, convey, transfer and deliver to IteI Rail Corporation ("Purchaser"), its successors and assigns forever, all right, title and interest of Seller in and to all of the fourteen (14) triple hopper coal railcars identified on Schedule I hereto ("the Cars"), together with all additions, parts, fittings, appurtenances, equipment, accessories, attachments, fixtures, and accessions installed thereon or attached thereto, and the records, files, drawings and specifications specified in Schedule 2 thereto (to the extent that such records are available to Seller), TO HAVE AND TO HOLD the same unto Purchaser, its successors and assigns forever. Seller reserves the right to retain a copy of any or all records provided Purchaser with respect to the Cars.

Seller does hereby assign, grant, bargain, sell, convey, transfer and deliver to Purchaser, its successors and assigns forever, all right, title, interest, powers and privileges of Seller in and to such warranties, claims, causes of action, rights of indemnity and other rights, if any, as currently exist or will exist against third parties with respect to the Car, to the extent that such rights are assignable.

Seller represents and warrants to Purchaser as follows:

- (a) The Cars were originally built in 1975-77 by Pullman at a cost of \$26,510 per Car, with a \$491 betterment made by Seller upon delivery of Car to Seller by the manufacturer.
- (b) Seller has good, valid and marketable title to the Cars free and clear of all liens, pledges, security interests, charges encumbrances or other defects of title of any nature whatsoever, and there is no contract or restriction which prevents Seller from conveying or transferring to Purchaser unencumbered title to the Cars, or giving possession of the Cars to Purchaser.

IN WITNESS WHEREOF, Seller has executed this instrument in Cedar Springs, Georgia, this 26TH day of OCTOBER, 1989.

CHATTAHOOCHEE INDUSTRIAL RAILROAD

By Charles R. Greenblatt

Title VICE-PRESIDENT

Signed in the presence of:

Robert A. Williams

SCHEDULE 1

IDENTIFICATION OF CARS

Reporting Mark

Description

1. CIRR 6052
2. CIRR 6138
3. CIRR 6068
4. CIRR 6053
5. CIRR 6044
6. CIRR 6029
7. CIRR 6114
8. CIRR 6115
9. CIRR 6110
10. CIRR 6136
11. CIRR 6043
12. CIRR 6098
13. CIRR 6134
14. CIRR 6035

14 HT Hopper Cars

SCHEDULE 2

RECORDS, FILES, DRAWINGS AND SPECIFICATIONS

1. Drawing list, to include a microfilm copy of all drawings, including specialty items.
2. Builder's specifications.
3. Maintenance history for the past two years and history of all projects performed since each Car was built.
4. List of month and year each Car was built.
5. Original equipment cost.
6. Cost of any additions and betterments and date added.
7. Form 88-A-4 for each Car.

STATE OF GEORGIA)
)
COUNTY OF EARLY)

On this 26TH day of OCTOBER, 1989, before me personally appeared Charles R. Grantland, to me personally known, who being by me duly sworn says that such person is Vice President of Chattahoochee Industrial Railroad, that the foregoing Bill of Sale was signed on behalf of said corporation by authority of its Board of Directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Jaye Buckhalter
Notary Public

MY COMMISSION EXPIRES MARCH 24, 1992

BILL OF SALE

NOW ALL PERSONS BY THESE PRESENT THAT, in Cedar Springs, Georgia, in consideration of the payment of \$10 (ten dollars) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CHATTAHOOCHEE INDUSTRIAL RAILROAD ("Seller") does hereby grant, bargain, sell, convey, transfer and deliver to IteI Rail Corporation ("Purchaser"), its successors and assigns forever, all right, title and interest of Seller in and to all of the twelve (12) triple hopper coal railcars identified on Schedule I hereto ("the Cars"), together with all additions, parts, fittings, appurtenances, equipment, accessories, attachments, fixtures, and accessions installed thereon or attached thereto, and the records, files, drawings and specifications specified in Schedule 2 thereto (to the extent that such records are available to Seller), TO HAVE AND TO HOLD the same unto Purchaser, its successors and assigns forever. Seller reserves the right to retain a copy of any or all records provided Purchaser with respect to the Cars.

Seller does hereby assign, grant, bargain, sell, convey, transfer and deliver to Purchaser, its successors and assigns forever, all right, title, interest, powers and privileges of Seller in and to such warranties, claims, causes of action, rights of indemnity and other rights, if any, as currently exist or will exist against third parties with respect to the Car, to the extent that such rights are assignable.

Seller represents and warrants to Purchaser as follows:

- (a) The Cars were originally built in 1975-77 by Pullman at a cost of \$26,510 per Car, with a \$491 betterment made by Seller upon delivery of Car to Seller by the manufacturer.
- (b) Seller has good, valid and marketable title to the Cars free and clear of all liens, pledges, security interests, charges encumbrances or other defects of title of any nature whatsoever, and there is no contract or restriction which prevents Seller from conveying or transferring to Purchaser unencumbered title to the Cars, or giving possession of the Cars to Purchaser.

IN WITNESS WHEREOF, Seller has executed this instrument in Cedar Springs, Georgia, this 17TH day of NOVEMBER, 1989.

CHATTAHOOCHEE INDUSTRIAL RAILROAD

By C. R. Guenther

Title VICE-PRESIDENT

Signed in the presence of:

Foster Williams

SCHEDULE 1

IDENTIFICATION OF CARS

Reporting Mark

Description

1. CIRR 6026
2. CIRR 6014
3. CIRR 6061
4. CIRR 6124
5. CIRR 6002
6. CIRR 6018
7. CIRR 6057
8. CIRR 6147
9. CIRR 6060
10. CIRR 6041
11. CIRR 6133
12. CIRR 6104

12 HT Hopper Cars

SCHEDULE 2

RECORDS, FILES, DRAWINGS AND SPECIFICATIONS

1. Drawing list, to include a microfilm copy of all drawings, including specialty items.
2. Builder's specifications.
3. Maintenance history for the past two years and history of all projects performed since each Car was built.
4. List of month and year each Car was built.
5. Original equipment cost.
6. Cost of any additions and betterments and date added.
7. Form 88-A-4 for each Car.

STATE OF GEORGIA)
)
COUNTY OF EARLY)

On this 17TH day of NOVEMBER, 1989, before me personally appeared Charles R. Grantland, to me personally known, who being by me duly sworn says that such person is Vice President of Chattahoochee Industrial Railroad, that the foregoing Bill of Sale was signed on behalf of said corporation by authority of its Board of Directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Zane Buckhalter
Notary Public
MY COMMISSION EXPIRES MARCH 24, 1992