

# HUNTON & WILLIAMS

ATLANTA GEORGIA  
BRUSSELS, BELGIUM  
CHARLOTTE NORTH CAROLINA  
HONG KONG  
MCLEAN VIRGINIA  
NEW YORK NEW YORK

POST OFFICE BOX 951  
KNOXVILLE, TENNESSEE 37901  
2000 RIVERVIEW TOWER  
900 SOUTH GAY STREET  
KNOXVILLE, TENNESSEE 37902

NORFOLK VIRGINIA  
RALEIGH NORTH CAROLINA  
RICHMOND VIRGINIA  
WARSAW POLAND  
WASHINGTON DC

Jeffrey J. Wall

TELEPHONE (423) 549-7700

File No.: 47396.4

Direct Dial: 615 549-7710

TELECOPIER (423) 549-7704

May 15, 1996

RECORDATION NO. 18718-C FILED 1996

Hon. Vernon A. Williams  
Secretary  
Interstate Commerce Commission  
Surface Transportation Board  
12th Street and Constitution Avenue  
Washington, DC 20423

MAY 16 9 43 AM '96  
SURFACE TRANSPORTATION BOARD  
WASHINGTON, DC

Dear Secretary Williams:

Please find enclosed an original and one certified duplicate of the First Amendment to the Amended and Restated Security Agreement dated May 1, 1996 for recordation with the Surface Transportation Board pursuant to 49 CFR § 1177. As required, a notarized certificate stating the authenticity of the duplicate also is enclosed.

The enclosed First Amendment to Amended and Restated Security Agreement is a secondary document. The primary document to which this document is connected is recorded under Recordation No. 18718, a Security Agreement, on February 24, 1994. Other secondary documents to which the enclosed relates are (a) The Amended and Restated Security Agreement recorded under Recordation No. 18718A on May 17, 1995 and (b) a First Amendment to Amended and Restated Security Agreement recorded under Recordation No. 18718B on September 27, 1995.

The names and addresses of the parties to the enclosed document are as follows: Grantor railroads; Gulf & Ohio Railways, Inc., Wiregrass Central Railroad Company, Inc., Piedmont & Atlantic Railroad Co., Inc., Rocky Mount & Western Railroad Co., Inc., Albany Bridge Company, Inc., Georgia & Florida Railroad Co., Inc., Lexington & Ohio Railroad, Inc., Live Oak, Perry & Georgia Railroad Company, Inc., for which all correspondence should be directed in c/o Gulf & Ohio Railways, Inc., 401 Henley Street, Suite 5, Knoxville, TN 37902, and the Grantee Bank; NationsBank of Tennessee, N.A., 550 Main Avenue, Knoxville, TN. 37902.

HUNTON & WILLIAMS

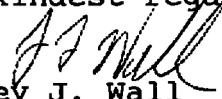
Hon. Vernon A. Williams  
May 15, 1996  
Page 2

A description of the railroad locomotives and railcars covered by the enclosed appears in Exhibit A to the document.

This firm's check for \$ 21.00 in payment of the required fee is also enclosed. Please return the original to the undersigned.

A short summary of the document to appear in the index follows: First Amendment to Amended and Restated Security Agreement amending the First Amendment to Amended and Restated Security Agreement, with Recordation No. 18718B, dated September 15, 1995, and covering the locomotives and railcars described in Exhibit A to the document.

With kindest regards,

  
Jeffrey J. Wall

7702/1662  
cc: Mr. C. Howard Capito  
H. Peter Claussen

SURFACE TRANSPORTATION BOARD  
WASHINGTON, D.C. 20427-0001

5/16/96

Jeffrey J. Wall  
Hunton & Williams  
Post Office Box 951  
Knoxville, Tennessee 37901

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/16/96 at 9:45AM, and assigned recordation number(s). 18718-C.

Sincerely yours,

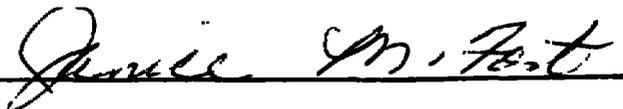


Vernon A. Williams  
Secretary

Enclosure(s)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



Certificate of Authenticity

I, Charlotte Gamble, being duly sworn as a Notary at Large in the State of Tennessee certify on this 15<sup>th</sup> day of May, 1996 that the foregoing document is a true and exact copy of the original, executed First Amendment to Amended and Restated Security Agreement dated May 14, 1996. Pursuant to 49 CFR § 1177.3, I have compared the copy with the original and have found the copy to be complete and identical in all respects to the original document.

Charlotte Gamble  
Signature of Notary Public

SEAL

My commission expires: My commission expires Nov. 29, 1997

18718-C  
RECORDED IN 18718-122

**FIRST AMENDMENT TO AMENDED AND RESTATED  
SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED SECURITY AGREEMENT (this "Amendment") dated as of May 1, 1996 by and among GULF & OHIO RAILWAYS, INC.; WIREGRASS CENTRAL RAILROAD COMPANY, INC.; PIEDMONT & ATLANTIC RAILROAD CO., INC.; ROCKY MOUNT & WESTERN RAILROAD CO., INC.; ALBANY BRIDGE COMPANY, INC.; GEORGIA & FLORIDA RAILROAD CO., INC. ("GFRR"); LEXINGTON & OHIO RAILROAD CO., INC. ("LORR") and LIVE OAK, PERRY & GEORGIA RAILROAD COMPANY, INC. ("Live Oak") (collectively, the "Grantors") to NATIONSBANK OF TENNESSEE, N.A. (the "Bank"), recites and provides:

**WITNESSETH**

WHEREAS, pursuant to the terms of a Term Loan and Revolving Credit Loan Agreement dated as of February 15, 1994 by and among the Grantors (excepting GFRR, LORR and Live Oak), the Bank and H. Peter Claussen and wife, Linda C. Claussen (H. Peter Claussen and Linda C. Claussen collectively, the "Borrowers"), as modified by the Modification Agreement dated as of May 16, 1995 by and among the Grantors (excepting GFRR, LORR and Live Oak), the Bank and the Borrowers, as amended and restated by the Amended and Restated Revolving Credit Loan and Acquisition Loan Agreement dated as of December 15, 1995 by and among the Grantors, the Bank and the Borrowers (collectively, the "Loan Agreement"), the Bank made (a) an acquisition term loan to the Borrowers in the principal amount of \$5,100,000, (b) a revolving credit loan to the Borrowers in the principal amount of \$750,000, (c) an equipment term loan to the Borrowers in the principal amount of \$750,000 and (d) an acquisition term loan to the Borrowers in the principal amount of \$2,400,000 (collectively, the "Loans"); and

WHEREAS, the Grantors have acquired additional railroad rolling stock since the funding of the Loans, and the Bank has requested that such railroad rolling stock be pledged as collateral security for the Loans, and the Grantors have so agreed.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. New Rolling Stock Collateral Description.  
Exhibit A to the Amended and Restated Security Agreement dated as of May 16, 1995 made by the Grantors for the benefit of the Bank, setting forth a description of the railroad rolling stock collateral, as recorded with the ICC on May 17, 1995 as instrument #18718A, was amended by a new Exhibit A attached to the First Amendment to the Amended and Restated Security Agreement dated as of September 15, 1995 and recorded with the

ICC on September 27, 1995 as recorded instrument #18718B (collectively, the "Original Amended Security Agreement"). A new Amended and Restated Security Agreement dated as of December 15, 1995 was executed by the Grantors for the benefit of the Bank (the "New Amended and Restated Security Agreement") amending the Original Amended Security Agreement and included a new Exhibit A railroad rolling stock description. Exhibit A to the New Amended and Restated Security Agreement is replaced by a new Exhibit A attached to this Amendment and is incorporated herein and therein by reference.

Section 2. Further Assurances. The Borrowers and Grantors hereby covenant and agree to execute and deliver, or cause to be executed and delivered, and to do or make, or cause to be done or made, upon the reasonable request of the Bank, any and all instruments, papers, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by the Bank for the purpose of effecting the modifications described herein.

Section 3. Completeness and Modification. This Amendment constitutes the entire agreement between the parties hereto as to the transactions contemplated hereby and supersedes all prior discussions, understandings or agreements between the parties hereto. Except as amended hereby, the New Amended and Restated Security Agreement is hereby ratified and confirmed and remains in full force and effect.

Section 4. Successors and Assigns. This Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 5. Governing Law. This Amendment shall be governed by, and shall be construed according to, the laws of the State of Tennessee.

Section 6. Counterparts. To facilitate execution, this Amendment may be executed in as many counterparts as may be required. It shall not be necessary that the signature on behalf of the parties hereto appear on each counterpart hereof, and it shall be sufficient that the signature on behalf of each party hereto appear on one or more such counterparts. All counterparts shall collectively constitute a single agreement.

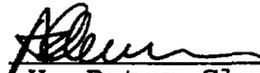
IN WITNESS WHEREOF the parties hereto have executed or have caused their duly appointed officers to execute on behalf of such parties this Amendment as of the date first set forth above.

**GRANTORS:**

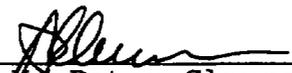
GULF & OHIO RAILWAYS, INC.

By:   
H. Peter Claussen  
President

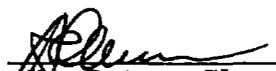
WIREGRASS CENTRAL RAILROAD  
COMPANY, INC.

By:   
H. Peter Claussen  
President

PIEDMONT & ATLANTIC RAILROAD  
CO., INC.

By:   
H. Peter Claussen  
President

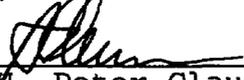
ROCKY MOUNT & WESTERN RAILROAD  
CO., INC.

By:   
H. Peter Claussen  
President

ALBANY BRIDGE COMPANY, INC.

By:   
H. Peter Claussen  
President

GEORGIA & FLORIDA RAILROAD  
CO., INC.

By:   
H. Peter Claussen  
President

LEXINGTON & OHIO RAILROAD CO., INC.

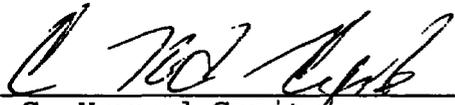
By:   
H. Peter Claussen  
President

LIVE OAK, PERRY & GEORGIA RAILROAD  
COMPANY, INC.

By:   
H. Peter Claussen  
President

**BANK:**

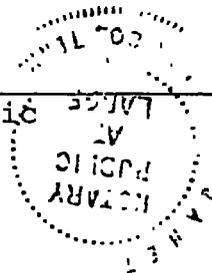
NATIONSBANK OF TENNESSEE, N.A.

By:   
C. Howard Capito  
Vice President

STATE OF TENNESSEE )  
 ) ss.  
COUNTY OF KNOX )

On this 14<sup>th</sup> day of May, 1996 before me personally appeared H. Peter Claussen, to me personally known, who being by me duly sworn, says that he is President of Gulf & Ohio Railways, Inc., a Tennessee corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

James I. Knapp  
Signature of Notary Public



My Commission Expires:

October 28, 1997

STATE OF TENNESSEE )  
 ) ss.  
COUNTY OF KNOX )

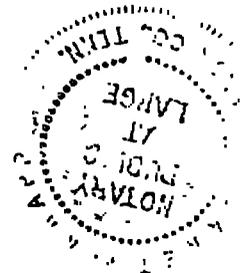
On this 14<sup>th</sup> day of May, 1996 before me personally appeared H. Peter Claussen, to me personally known, who being by me duly sworn, says that he is President of Wiregrass Central Railroad Company, Inc., an Alabama corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

James I. Knapp  
Signature of Notary Public

SEAL

My Commission Expires:

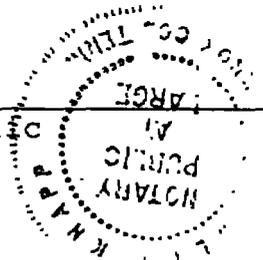
October 28, 1997



STATE OF TENNESSEE )  
 ) ss.  
COUNTY OF KNOX )

On this 14<sup>th</sup> day of May, 1996 before me personally appeared H. Peter Claussen, to me personally known, who being by me duly sworn, says that he is President of Piedmont & Atlantic Railroad Co., Inc., a Tennessee corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

James J. Krapp  
Signature of Notary Public



SEAL

My Commission Expires:

October 28, 1997

STATE OF TENNESSEE )  
 ) ss.  
COUNTY OF KNOX )

On this 14<sup>th</sup> day of May, 1996 me personally appeared H. Peter Claussen, to me personally known, who being by me duly sworn, says that he is President of Rocky Mount & Western Railroad Co., Inc., a Tennessee corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

James J. Krapp  
Signature of Notary Public



SEAL

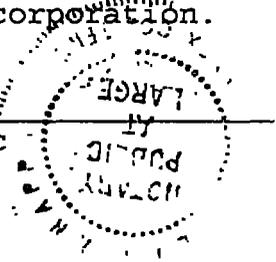
My Commission Expires:

October 28, 1997

STATE OF TENNESSEE )  
 ) ss.  
COUNTY OF KNOX )

On this 14<sup>th</sup> day of May, 1996 before me personally appeared H. Peter Claussen, to me personally known, who being by me duly sworn, says that he is President of Georgia & Florida Railroad Co., Inc., a Georgia corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Janet D. Krapp  
Signature of Notary Public



SEAL

My Commission Expires:

October 28, 1997

STATE OF TENNESSEE )  
 ) ss.  
COUNTY OF KNOX )

On this 14<sup>th</sup> day of May, 1996 before me personally appeared H. Peter Claussen, to me personally known, who being by me duly sworn, says that he is President of Lexington & Ohio Railroad Co., Inc., a Tennessee corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Janet D. Krapp  
Signature of Notary Public



SEAL

My Commission Expires:

October 28, 1997

STATE OF TENNESSEE )  
 ) ss.  
COUNTY OF KNOX )

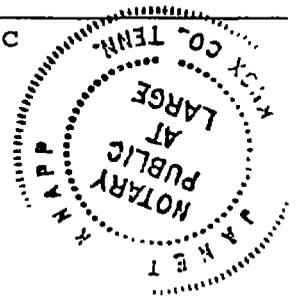
On this 14<sup>th</sup> day of May, 1996 before me personally appeared H. Peter Claussen, to me personally known, who being by me duly sworn, says that he is President of Live Oak, Perry & Georgia Railroad Company, Inc., a Tennessee corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

James I. Kuapp  
Signature of Notary Public

SEAL

My Commission Expires:

October 28, 1997



STATE OF TENNESSEE )  
 ) ss.  
COUNTY OF KNOX )

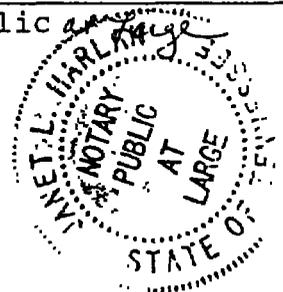
On this 11<sup>th</sup> day of May, 1996 before me personally appeared C. Howard Capito, to me personally known, who being by me duly sworn, says that he is the Vice President of NationsBank of Tennessee, N.A., a national banking association organized under the laws of the United States, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the Bank by himself as such officer.

James I. Kuapp  
Signature of Notary Public

SEAL

My Commission Expires:

9-28-96



**EXHIBIT A**

**Boxcars and Locomotives except BankFirst Cars**

**A. Locomotives**

	<b>Loco Number</b>	<b>Rebuilder</b>	<b>Owner</b>	<b>EMD Serial Number</b>	<b>Type</b>
(1)	8047	ICG	MSDR	19382	GP-10
(2)	8056	ICG	WGCR	19898	GP-10
(3)	8068	ICG	AGLF	20147	GP-10
(4)	8090	ICG	AGLF	20757	GP-10
(5)	8104	ICG	AGLF	20283	GP-10
(8)	8311	ICG	AGLF	19231	GP-10
(7)	8314	ICG	AGLF	19264	GP-10
(8)	8395	ICG	AGLF	20840	GP-10
(9)	7720	ICG	AGLF	15851	GP-8
(10)	7738	ICG	MSDR	18410	GP-8
(11)	7913	ICG	AGLF	18419	GP-8
(12)	3832	SP	WGCR	N/A	GP9-R
(13)	3872	SP	WGCR	N/A	GP9-R
(14)	110	MKT	WGCR	N/A	GP7-R
(15)	121	MKT	WGCR	N/A	GP7-R
(16)	2391	-	WGCR	N/A	GP-9
(17)	6226	-	WGCR	N/A	GP-9
(18)	2876	-	WGCR	N/A	GP-9
(19)	1026	-	WGCR	N/A	GP-7
(20)	201	-	YVRR	17048	GP-7
(21)	202	-	YVRR	17039	GP-7
(22)	203	-	YVRR	18051	GP-7
(23)	204	-	YVRR	22930	GP-9
(24)	205	-	YVRR	20344	GP-9
(25)	206	-	YVRR	22781	GP-9
(26)	207	-	YVRR	24825	GP-9
(27)	208	-	YVRR	24848	GP-9
(28)	115 or 119		RMWR	-	SW-1
(29)	8274	ICG	GFRR	19764	GP-10
(30)	8136	ICG	GFRR	23,858	GP-10
(31)	8302	ICG	GFRR	19213	GP-10
(32)	8331	ICG	GFRR	23855	GP-10
(33)	8265	ICG	GFRR	22336	GP-10
(34)	8006	ICG	GFRR	20794	GP-10
(35)	8067	ICG	GFRR	22328	GP-10
(36)	8050	ICG	GFRR	25026	GP-10
(37)	8092	ICG	GFRR	-	GP-10
(38)	8220	ICG	GFRR	-	GP-10
(39)	2881	-	GFRR	78952	GP-38
(40)	2882	-	GFRR	79251	GP-38
(41)	2883	-	GFRR	79252	GP-38
(42)	2886	-	GFRR	79373	GP-38
(43)	1007	NS	GFRR	-	GP-10
(44)	1012	NS	GFRR	-	GP-10
(45)	8309	ICG	GFRR	-	GP-10
(46)	8396	ICG	GFRR	-	GP-10
(47)	1051	-	WGCR	-	GP-10
(48)	8330	-	GFRR	-	GP-10

B. Boxcars/Hopper Cars/Other Railcars

	<u>Owner</u>	<u>Car Number</u>	<u>Car Type</u>
(1)	MSDR	1000	AAR type B314 boxcar
(2)	MSDR	1001	AAR type B314 boxcar
(3)	MSDR	1002	AAR type B314 boxcar
(4)	MSDR	12076	AAR type A332 boxcar
(5)	MSDR	12244	AAR type A332 boxcar
(8)	MSDR	12350	AAR type A332 boxcar
(7)	MSDR	12384	AAR type A332 boxcar
(8)	MSDR	55412	AAR type A332 boxcar
(9)	MSDR	560000	AAR type A332 boxcar
(10)	MSDR	560145	AAR type A332 boxcar
(11)	MSDR	560391	AAR type A332 boxcar
(12)	MSDR	560394	AAR type A332 boxcar
(13)	MSDR	560485	AAR type A332 boxcar
(14)	MSDR	560511	AAR type A332 boxcar
(15)	MSDR	560714	AAR type A332 boxcar
(16)	MSDR	560733	AAR type A332 boxcar
(17)	MSDR	562354	AAR type A332 boxcar
(18)	MSDR	562598	AAR type A332 boxcar
(19)	MSDR	562918	AAR type A332 boxcar
(20)	MSDR	764470	AAR type C113 covered hoppers
(21)	MSDR	764471	AAR type C113 covered hoppers
(22)	MSDR	764472	AAR type C113 covered hoppers
(23)	AGLF	500	AAR type C113 covered hoppers
(24)	AGLF	501	AAR type C113 covered hoppers

<b>C-113 4500 CU. FT. COVERED HOPPER</b>	<b>OLD CAR NUMBER</b>	<b>NEW CAR NUMBER</b>	<b>COST</b>
COVERED HOPPER	NW 290851	AGLF 290851	12,486.96
COVERED HOPPER	NW 290852	AGLF 290852	12,486.96
COVERED HOPPER	NW 290854	AGLF 290854	12,486.96
COVERED HOPPER	NW 290855	AGLF 290855	12,486.96
COVERED HOPPER	NW 290858	AGLF 290858	12,486.96
COVERED HOPPER	NW 290859	AGLF 290859	12,486.96
COVERED HOPPER	NW 290880	AGLF 290860	12,486.96
COVERED HOPPER	NW 290861	AGLF 290861	12,486.96
COVERED HOPPER	NW 290863	AGLF 290863	12,486.96
COVERED HOPPER	NW 290865	AGLF 290865	12,486.96
COVERED HOPPER	NW 290868	AGLF 290888	12,486.96
COVERED HOPPER	NW 290869	AGLF 290869	12,486.96
COVERED HOPPER	NW 290870	AGLF 290870	12,486.96
COVERED HOPPER	NW 290872	AGLF 290872	12,486.96

<b>L-027</b>	<b>OLD CAR NUMBER</b>	<b>NEW CAR NUMBER</b>	<b>COST</b>
WOODRACK FLAT	SOU 141072	AGLF 141072	12,486.96
WOODRACK FLAT	SOU 141142	AGLF 141142	12,486.96
WOODRACK FLAT	SOU 141157	AGLF 141157	12,486.96
WOODRACK FLAT	SOU 141164	AGLF 141164	12,486.96
WOODRACK FLAT	SOU 141200	AGLF 141200	12,486.96
WOODRACK FLAT	SOU 141218	AGLF 141218	12,486.96
WOODRACK FLAT	SOU 141252	AGLF 141252	12,486.96
WOODRACK FLAT	SOU 141255	AGLF 141255	12,486.96
WOODRACK FLAT	SOU 141280	AGLF 141280	12,486.96

WOODCHIP HOPPERS	OLD CAR NUMBER	NEW CAR NUMBER	COST
K-140 5800 CU. FT.	SOU 132522	AGLF 132522	12,500.00
K-140 5800 CU. FT.	SOU 132524	AGLF 132524	12,500.00
K-140 5800 CU. FT.	SOU 132525	AGLF 132525	12,500.00
K-140 5800 CU. FT.	SOU 132526	AGLF 132526	12,500.00
K-140 5800 CU. FT.	SOU 132527	AGLF 132527	12,500.00
K-140 5800 CU. FT.	SOU 132529	AGLF 132529	12,500.00
K-140 5800 CU. FT.	SOU 132531	AGLF 132531	12,500.00
K-140 5800 CU. FT.	SOU 132532	AGLF 132532	12,500.00
K-140 5800 CU. FT.	SOU 132534	AGLF 132534	12,500.00
K-140 5800 CU. FT.	SOU 132536	AGLF 132536	12,500.00
K-140 5800 CU. FT.	SOU 132537	AGLF 132537	12,500.00
K-140 5800 CU. FT.	SOU 132538	AGLF 132538	12,500.00
K-140 5800 CU. FT.	SOU 132540	AGLF 132540	12,500.00
K-140 5800 CU. FT.	SOU 132541	AGLF 132541	12,500.00
K-240 5800 CU. FT.	SOU 132542	AGLF 132542	12,500.00
K-240 5800 CU. FT.	SOU 132502	AGLF 132502	12,500.00
K-240 5800 CU. FT.	SOU 132503	AGLF 132503	12,500.00
K-240 5800 CU. FT.	SOU 132506	AGLF 132506	12,500.00
K-240 5825 CU. FT.	SOU 131983	AGLF 131983	12,500.00
K-140 5800 CU. FT.	SOU 132500	AGLF 132500	12,500.00
K-140 5800 CU. FT.	SOU 132512	AGLF 132512	12,500.00
K-140 5800 CU. FT.	SOU 132514	AGLF 132514	12,500.00
K-140 5800 CU. FT.	SOU 132515	AGLF 132515	12,500.00
K-140 5800 CU. FT.	SOU 132516	AGLF 132516	12,500.00
K-140 5800 CU. FT.	SOU 132517	AGLF 132517	12,500.00
K-140 5800 CU. FT.	SOU 132518	AGLF 132518	12,500.00

	OLD CAR NUMBER	NEW CAR NUMBER	COST
K-140 5800 CU. FT.	SOU 132519	AGLF 132519	12,500.00
K-240 5800 CU. FT.	SOU 132507	AGLF 132507	12,500.00
K-240 5800 CU. FT.	SOU 132511	AGLF 132511	12,500.00
K-240 5800 CU. FT.	CG 162	AGLF 162	12,500.00
K-240 5800 CU. FT.	CG 167	AGLF 167	12,500.00
K-240 5800 CU. FT.	CG 178	AGLF 178	12,500.00
K-140 5800 CU. FT.	CG 187	AGLF 187	12,500.00
K-140 5800 CU. FT.	CG 236	AGLF 236	12,500.00
K-240 5800 CU. FT.	CG 239	AGLF 239	12,500.00
K-240 5800 CU. FT.	NS198832	AGLF 199832	12,500.00
K-140 5800 CU. FT.	SOU 131952	AGLF 131952	12,500.00
K-140 5800 CU. FT.	SOU 131953	AGLF 131953	12,500.00
K-140 5800 CU. FT.	SOU 131972	AGLF 131972	12,500.00
K-140 5800 CU. FT.	SOU 131992	AGLF 131992	12,500.00
K-140 5800 CU. FT.	CSX 434212	AGLF 135000	7,722.23
K-140 5800 CU. FT.	CSXT434213	AGLF 135001	7,722.23
K-140 5800 CU. FT.	CSXT434215	AGLF 135002	7,722.23
K-140 5800 CU. FT.	CSXT434228	AGLF 135003	7,722.23
K-140 5800 CU. FT.	CSXT434230	AGLF 135004	7,722.23
K-140 5800 CU. FT.	CSXT434231	AGLF 135005	7,722.23
K-140 5800 CU. FT.	CSXT434256	AGLF 135006	7,722.23
K-140 5800 CU. FT.	CSXT434257	AGLF 135007	7,722.23
K-140 5800 CU. FT.	CSXT433246	YVRR 1500	7,722.16
K-140 5800 CU. FT.	WA25033	YVRR 1501	11,075.00
K-140 5800 CU. FT.	WA26020	YVRR 1502	11,075.00
K-140 5800 CU. FT.	SR30050	AGLF 135008	11,075.00

This group of cars has not been paid for yet. The cost will be \$12,500 per car and will be paid in approximately two weeks.

	OLD CAR NUMBER	NEW CAR NUMBER	COST
COVERED HOPPER	NW290850	AGLF 290850	
K-140 5800 CU. FT.	SOU132523	AGLF 132523	
K-140 5800 CU. FT.	SOU132528	AGLF 132528	
K-140 5800 CU. FT.	SOU132533	AGLF 132533	
K-140 5800 CU. FT.	SOU132535	AGLF 132535	
K-140 5800 CU. FT.	SOU132539	AGLF 132539	
K-140 5800 CU. FT.	SOU132543	AGLF 132543	
K-140 5800 CU. FT.	SOU132505	AGLF 132505	
K-240 5825 CU. FT.	SOU131956	AGLF 131956	
K-240 5825 CU. FT.	SOU131959	AGLF 131959	
K-240 5825 CU. FT.	SOU131976	AGLF 131976	
K-140 5800 CU. FT.	SOU132501	AGLF 132501	
K-140 5800 CU. FT.	SOU132508	AGLF 132508	
K-140 5800 CU. FT.	SOU132509	AGLF 132509	
K-140 5800 CU. FT.	SOU132521	AGLF 132521	
K-240 5800 CU. FT.	CG166	AGLF 166	
K-240 5800 CU. FT.	CG171	AGLF 171	
K-140 5800 CU. FT.	CG188	AGLF 188	
K-240 5800 CU. FT.	CG199	AGLF 199	
K-240 5800 CU. FT.	CG241	AGLF 241	
K-140 5825 CU. FT.	NS199830	AGLF 199830	
K-140 5825 CU. FT.	NS199831	AGLF 199831	
K-140 5825 CU. FT.	NS199841	AGLF 199841	

	OLD CAR NUMBER	NEW CAR NUMBER	COST
K-140 5825 CU. FT.	SOU131955	AGLF 131955	
K-140 5825 CU. FT.	SOU131960	AGLF 131960	
K-140 5825 CU. FT.	SOU131977	AGLF 131977	
K-140 5825 CU. FT.	SOU131996	AGLF 131996	