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INTERSTATE COMMERCE COMMISSION April 8, 1991

BY MESSENGER

Interstate Commerce Commission  
Room 2303  
12th Street and Constitution Avenue, N.W.  
Washington, D.C. 20423

Attention: Ms. Mildred Lee

Ladies and Gentlemen:

Enclosed for recording with the Commission pursuant to Section 11303(a) of Title 49 of the U.S. Code are two originally executed and notarized copies of the document described below.

This document is an amendment (the "Amendment") to a Security Agreement, dated as of December 29, 1989 (the "Security Agreement"), between SouthRail Corporation (the "Debtor") and Deposit Guaranty National Bank, as collateral agent for itself and other lenders (the "Secured Party") covering the Debtor's rolling stock and all other properties and rights of the Debtor whether now owned or hereafter acquired. This Amendment is a secondary document and supplements the Security Agreement which is a primary document.

The names and addresses of the parties to the Amendment and the Security Agreement are as follows: the Debtor is SouthRail Corporation, whose chief executive office is

*Accountants - Charles Mitchell*

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BINGHAM, DANA & GOULD

Interstate Commerce Commission

April 8, 1991

Page 2

located at 111 East Capitol Street, Jackson, Mississippi 39201; the Secured Party is Deposit Guaranty National Bank, as collateral agent, whose head office is located at One Deposit Guaranty Plaza, Jackson, Mississippi 39201.

This Amendment confirms and continues the provision of collateral security under the Security Agreement to secure the due and prompt payment and performance of certain obligations of the Debtor and provides collateral security to secure the due and prompt payment and performance of certain other obligations of the Debtor. The Security Agreement was filed with the Commission on December 29, 1989 as document No. 16695.

A short summary of the document to appear in the index is as follows:

"Amendment to Security Agreement dated as of April 8, 1991 amending a security agreement dated as of December 29, 1989 and recorded as document No. 16695 between SouthRail Corporation, as the debtor, and Deposit Guaranty National Bank, as collateral agent, as secured party, confirming and continuing the provision of a security interest in the debtor's rolling stock and all other properties and rights of the debtor to secure the due and prompt payment and performance of certain obligations of the debtor and creating a security interest in the debtor's rolling stock and all other properties of the debtor to secure the due and prompt payment and performance of certain other obligations of the debtor. Descriptions of the rolling stock are attached to the Amendment as Schedule III."

Also enclosed is a check in the amount of fifteen dollars payable to the Interstate Commerce Commission, to cover the recording fee prescribed by the Commissioner in its rules and regulation.

BINGHAM, DANA & GOULD

Interstate Commerce Commission  
April 8, 1991  
Page 3

Please acknowledge receipt of this document at your earliest convenience by returning to the undersigned in the envelope provided the enclosed copy of this letter together with a copy of the Amendment as filed.

If you have any questions with respect to the enclosed, please call the undersigned collect at 617-951-8760.

Sincerely,

A handwritten signature in cursive script that reads "Toby Serkin".

Toby R. Serkin

/pew:0530U  
Enclosure

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SECURITY AGREEMENT  
 INTERSTATE COMMERCE COMMISSION  
 SOUTHRAIL CORPORATION

This SECURITY AGREEMENT dated as of December 29, 1989 and amended and restated as of April 8, 1991, by and between SOUTHRAIL CORPORATION, a Delaware corporation having its chief executive office at 111 East Capitol Street, Jackson, Mississippi 39201 (the "Company"), and DEPOSIT GUARANTY NATIONAL BANK as a collateral agent (the "Southrail Collateral Agent") for (i) itself and the banks (the "Banks") which are or may become parties to that certain Amended and Restated Revolving Credit and Term Loan Agreement, dated as of April 8, 1991, among the Company, MidSouth Rail Corporation ("MidSouth"), MidLouisiana Rail Corporation ("MidLouisiana") (the Company, MidSouth and MidLouisiana are referred to herein collectively as the "Borrowers"), MidSouth Corporation (the "Parent"), The First National Bank of Boston as a collateral agent and as administrative agent, Deposit Guaranty National Bank as the SouthRail Collateral Agent and the Banks, as the same may be amended, restated, modified or supplemented from time to time (such agreement, as in effect from time to time, the "Credit Agreement"), (ii) the purchasers (the "Senior Note Purchasers") which are parties to that certain Note Purchase Agreement, dated as of April 2, 1991, among the Borrowers, the Parent and the Senior Note Purchasers, as the same may be amended, restated, modified or supplemented from time to time (such agreement, as in effect from time to time, the "Senior Note Purchase Agreement"), and (iii) the purchasers (the "Subordinated Note Purchasers") which are parties to those certain several Note Purchase Agreements, each dated as of December 3, 1987 and amended and restated as of April 2, 1991, among the Borrowers, the Parent and the Subordinated Note Purchasers, as the same may be amended, restated, modified or supplemented from time to time (such agreements, as in effect from time to time, collectively, the "Subordinated Note Purchase Agreement"). The Banks and the Senior Note Purchasers are referred to herein individually as a "Senior Lender" and collectively as the "Senior Lenders". The Banks, the Senior Note Purchasers and the Subordinated Note Purchasers are referred to herein individually as a "Secured Party" and collectively as the "Secured Parties". Capitalized terms which are used herein without definition and which are defined in the Credit Agreement shall have the same meanings herein as in the Credit Agreement.

WHEREAS, the Company and certain of the Banks entered into a Revolving Credit and Term Loan Agreement dated as of December 29, 1989, as amended (the "Original SouthRail Credit Agreement"), pursuant to which such Banks have made loans to the Company; and

WHEREAS, the Company and Deposit Guaranty National Bank, as agent for the benefit as such Banks, entered into a Security Agreement dated as of December 29, 1989, as amended (the "Original Security Agreement") pursuant to which the Company provided collateral security to secure the due and prompt payment and performance of all its obligations then or thereafter arising under or with respect to the Original SouthRail Credit Agreement and the related loan documents; and

WHEREAS, the Borrowers, the Parent, the SouthRail Collateral Agent, and the Banks have agreed to become parties to the Credit Agreement which amends and restates in their entirety the agreements and obligations of the Company under the Original SouthRail Credit Agreement and, in addition and without limiting the generality of the foregoing, appoints the SouthRail Collateral Agent as an agent for the Secured Parties on the terms and conditions set forth therein; and

WHEREAS, the Company has agreed to amend and restate the Original Security Agreement in order to confirm and continue the provision of collateral security to secure the due and prompt payment and performance of all of the obligations of the Company now or hereafter arising under or with respect to the Credit Agreement and the Loan Documents, and to provide collateral security to secure the due and prompt payment and performance of all of the obligations of the Company now or hereafter arising under or with respect to the Senior Note Purchase Agreement, to provide collateral security to secure on a subordinated basis the due and prompt payment and performance of all of the obligations of the Company now or hereafter arising under or with respect to the Subordinated Note Purchase Agreement, and to evidence the Company's agreement that the security interests and liens created by the Original Security Agreement shall, from and after the Effective Date, be held by the SouthRail Collateral Agent for the benefit of all of the Secured Parties, in accordance with this Security Agreement;

NOW THEREFORE, in consideration of these premises and in order to induce the Banks to amend and restate the Original SouthRail Credit Agreement, to induce the Senior

Note Purchasers to enter into the Senior Note Purchase Agreement and to induce the Subordinated Note Purchasers to amend and restate the Subordinated Note Purchase Agreement (the foregoing recitals being part of this Security Agreement), the Company agrees with the SouthRail Collateral Agent to amend and restate the Original Security Agreement in its entirety to read as follows, and from and after execution and delivery hereof by the parties hereto, the Original Security Agreement shall be in full force and effect as follows:

§1. GRANT OF SECURITY INTEREST. To secure the due and prompt payment and performance of the obligations (as defined below), the Company hereby pledges and assigns to the SouthRail Collateral Agent for the benefit of the Secured Parties and grants to the SouthRail Collateral Agent for the benefit of the Secured Parties a continuing security interest in and lien on all properties, assets and rights of the Company of every kind and nature, wherever located, now owned or hereafter acquired or arising, and all proceeds and products thereof, including, without limiting the generality of the foregoing, all goods, accounts, including all accounts receivable, contract rights, all rights of the Company under any agreements with operating railroads pursuant to which rights of passage over tracks are granted during periods of emergency and disasters, rights to the payment of money including tax refund claims, insurance proceeds and tort claims, chattel paper, documents, instruments, general intangibles, the Company's operating certificate from the Interstate Commerce Commission, securities, together with all income therefrom, increases thereunder and proceeds thereof, patents, trademarks, tradenames, copyrights, engineering drawings, service marks, customer lists, books and records, furniture, fixtures, rolling stock of every kind and description, including, without limitation, the rolling stock described on Schedule III attached hereto, locomotives, rail, ties and capital improvements thereon, equipment, maintenance of way equipment, including, without limitation, the maintenance of way equipment described on Schedule I attached hereto, inventory and all other capital assets, raw materials, work in progress, and real property and interests in and rights in, on or over real property, including railbeds, yards and maintenance areas (all such properties, assets and rights hereinafter sometimes called, collectively, the "Collateral").

§2. OBLIGATIONS SECURED. The Collateral hereunder constitutes and will constitute continuing security for all of the indebtedness, obligations and liabilities of the

Company to the Secured Parties and any institutional lender who becomes a participant in or holder of any of the obligations comprising the Obligations (as defined below) under the Credit Agreement, the Notes, the other Loan Documents, the Senior Note Purchase Agreement and the Senior Notes (collectively, the "First Secured Obligations") and under the Subordinated Note Purchase Agreement and the Subordinated Notes (collectively, the "Second Secured Obligations"), in each case as such instrument is originally executed on the date hereof or as modified, amended, restated, supplemented or extended hereafter, whether such obligations are now existing or hereafter arising, joint or several, direct or indirect, absolute or contingent, due or to become due, matured or unmatured, liquidated or unliquidated, arising by contract, operation of law or otherwise, and all obligations of the Company to the Secured Parties arising out of any extension, refinancing or refunding of any of the foregoing obligations (the First Secured Obligations and the Second Secured Obligations are collectively referred to herein as the "Obligations"). The Credit Agreement, the Notes, the Senior Note Purchase Agreement, the Senior Notes, the Subordinated Note Purchase Agreement and the Subordinated Notes are referred to herein, collectively, as the "Debt Agreements".

§3. PRO RATA SECURITY; APPLICATION OF PROCEEDS OF COLLATERAL. All amounts owing with respect to the Obligations shall be secured pro rata by the Collateral without distinction as to whether some Obligations are then due and payable and other Obligations are not then due and payable. Upon any realization upon the Collateral by the SouthRail Collateral Agent or any Secured Party, whether by receipt of insurance proceeds pursuant to §4(g) or upon foreclosure and sale of all or part of the Collateral pursuant to §8 or otherwise, the Company agrees that the proceeds thereof shall be applied (i) first, to the payment of expenses incurred with respect to maintenance and protection of the Collateral pursuant to §4 and of expenses incurred pursuant to §12 with respect to the sale of or realization upon any of the Collateral or the perfection, enforcement or protection of the rights of the Secured Parties (including reasonable attorney's fees and expenses of every kind, including without limitation reasonable allocated costs of staff counsel); (ii) second, to the Obligations in the manner set forth in §4(g) of the Intercreditor Agreement; and (iii) third, the balance, if any, shall be returned to the Company. The Company agrees that all amounts received with respect to any of the Obligations, whether by realization on the Collateral or

otherwise, shall be applied to the payment of the Obligations in accordance with the provisions of this §3.

§4. REPRESENTATIONS AND COVENANTS OF THE COMPANY.

(a) Real Property. The Company represents to the SouthRail Collateral Agent that the real property listed on Schedule II hereto constitutes all of the real property which the Company owns or leases. The Company agrees to notify the SouthRail Collateral Agent of any other real property which the Company may hereafter acquire or lease. The Company agrees that it will execute and deliver to the SouthRail Collateral Agent for the benefit of the Secured Parties mortgages and other instruments, as referred to in paragraph (i) below of this §4, and file the same in the appropriate recording offices with respect to the real property listed on Schedule II hereto and at such times as any mortgagable right, title or interest is acquired in the future by the Company in any other real property. All such mortgages and other instruments shall secure all of the Obligations pro rata and shall be on terms and conditions satisfactory to the SouthRail Collateral Agent as evidenced by its written consent thereto.

(b) Rolling Stock. The Company represents to the SouthRail Collateral Agent that the Rolling Stock (as defined in this §4(b)) listed on Schedule III hereto constitutes all of the Rolling Stock which the Company owns or leases. The Company agrees not to change any markings or serial numbers on any of the Rolling Stock listed on Schedule III until after the Company has given notice in writing to the SouthRail Collateral Agent of its intention to make such change. The Company agrees to notify the SouthRail Collateral Agent of any other Rolling Stock which the Company may hereafter acquire or lease. The Company agrees that it will execute and deliver to the SouthRail Collateral Agent for the benefit of the Secured Parties supplemental security agreements and other instruments, as referred to in paragraph (i) below of this §4, and file the same in the appropriate recording offices (i) with respect to the Rolling Stock listed on Schedule III hereto, (ii) at such times as any assignable right, title or interest is acquired in the future by the Company in any other Rolling Stock and (iii) at such times as any change is made in one or more of the markings or serial numbers on any of the Rolling Stock listed on Schedule III hereto or on any other Rolling Stock owned or leased by the Company. All such supplemental security agreements and other instruments shall secure all of the Obligations pro rata and shall be on terms

and conditions satisfactory to the SouthRail Collateral Agent as evidenced by its written consent thereto. The term "Rolling Stock" as used herein means all rolling stock of every kind and description, locomotives and all other rail cars.

(c) Patents, Trademarks, Copyrights. The Company represents to the SouthRail Collateral Agent that as of the date hereof, except as set forth on Schedule IV hereto, it has no right, title or interest in any patent, trademark registrations, copyright registrations or service mark registrations, or in any pending applications for the same and agrees promptly to furnish to the SouthRail Collateral Agent written notice of each such patent, trademark, copyright or service mark registrations, or any applications for same, in which it may hereafter acquire any right, title or interest. The Company shall, on request by the SouthRail Collateral Agent, execute, acknowledge and deliver all such documents and instruments as the SouthRail Collateral Agent may reasonably require to confirm the SouthRail Collateral Agent's security interest for the benefit of the Secured Parties in and to any such patent, trademark or service mark registrations, or application for the same as part of the Collateral hereunder and appoints the SouthRail Collateral Agent as the Company's attorney-in-fact to execute and file the same.

(d) Location of Chief Executive Office; Tax Identification Number. The Company represents to the SouthRail Collateral Agent that the federal tax identification number of the Company is 64-0755172, and that the location of the Company's chief executive office and the location where the books and records of the Company are kept is 111 East Capitol Street, Jackson, Mississippi 39201. The Company further represents that attached hereto as Schedule V is a true and correct list of all localities where property comprising a part of the Collateral (other than interests in real property set forth in Schedule II) is located. The Company agrees that it will not change its federal tax identification number or the location of its chief executive office or the location where its books and records are kept without the express written consent of the SouthRail Collateral Agent and except as permitted by each of the Debt Agreements and will advise the SouthRail Collateral Agent as to any change in the location of any property comprising a part of the Collateral.

(e) Ownership of Collateral.

(i) The Company represents that it is the owner of the Collateral free from any adverse lien, security interest or encumbrance, except as permitted by each of the Debt Agreements.

(ii) Except for the security interests herein granted and except as permitted by each of the Debt Agreements, the Company shall be the owner of the Collateral free of any Lien, the Company shall defend the same against all claims and demands of all persons at any time claiming the same or any interest therein adverse to the Secured Parties. Except as otherwise permitted by each of the Debt Agreements, the Company shall not pledge, mortgage or create or suffer to exist a security interest in the Collateral in favor of any person other than the SouthRail Collateral Agent for the benefit of the Secured Parties.

(f) Sale or Disposition of Collateral. Except as permitted by the Debt Agreements, the Company will not sell or offer to sell or otherwise transfer the Collateral or any interest therein except for sales of inventory in the ordinary course of business.

(g) Insurance. The Company shall have and maintain at all times with respect to the Collateral such insurance as is required by each of the Debt Agreements, such insurance to be payable to the SouthRail Collateral Agent for the benefit of the Secured Parties and to the Company as their interests may appear. All policies of insurance shall provide for thirty (30) days' written minimum cancellation notice to the SouthRail Collateral Agent. In the event of failure to provide and maintain insurance as herein provided, the SouthRail Collateral Agent may, at its option, provide such insurance, and the Company hereby promises to pay to the SouthRail Collateral Agent on demand the amount of any disbursements made by the SouthRail Collateral Agent for such purpose. The Company shall furnish to the SouthRail Collateral Agent certificates or other evidence satisfactory to the SouthRail Collateral Agent of compliance with the foregoing insurance provisions. The SouthRail Collateral Agent may act as attorney for the Company in obtaining, adjusting, settling and cancelling such insurance and endorsing any drafts; and any amounts collected or received under any such policies shall be applied by the SouthRail Collateral Agent to the Obligations in accordance with the provisions of §3, or at the option of the SouthRail

Collateral Agent, the same may be released to the Company, but such application or release shall not cure or waive any default hereunder and no amount so released shall be deemed a payment on any Obligation secured hereby.

(h) Maintenance of Collateral. Except for the "nonessential property" of the Company disclosed on Schedule 9.3 to the Credit Agreement, the Company will keep the Collateral in good order and repair and will not use the same in violation of law or any policy of insurance thereon. The SouthRail Collateral Agent may inspect the Collateral at any reasonable time, wherever located. Except as otherwise provided in each of the Debt Agreements, the Company will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation or upon this Agreement. In its discretion, the SouthRail Collateral Agent may discharge taxes and other encumbrances at any time levied or placed on the Collateral which remain unpaid in violation of any of the Debt Agreements, make repairs thereof and pay any necessary filing fees. The Company agrees to reimburse the SouthRail Collateral Agent on demand for any and all expenditures so made, and until paid the amount thereof shall be a debt secured by the Collateral. The SouthRail Collateral Agent shall have no obligation to the Company to make any such expenditures, nor shall the making thereof relieve the Company of any default.

(i) Creation and Perfection of Lien. The Company represents and warrants to the SouthRail Collateral Agent for the benefit of the Secured Parties and covenants with the SouthRail Collateral Agent for the benefit of the Secured Parties that this Agreement continues the valid security interest in the Collateral as security for the payment and performance of the Obligations. Upon the filing and recording of this Agreement with the Interstate Commerce Commission (the "ICC") in accordance with §11303 of Title 49 of the United States Code and the rules and regulations thereunder, and upon the filing of UCC-3 financing statements in the form attached hereto as Exhibit A (the "Financing Statements") under the Uniform Commercial Code as the same may be in effect from time to time in the States of Mississippi, Alabama and Tennessee (the "UCC"), naming the Company as debtor and the SouthRail Collateral Agent as secured party, such security interest shall continue to be perfected under the UCC and the Interstate Commerce Act of 1887, as amended ("ICA"), and such security interest shall remain prior to all other Liens, except as contemplated by the Debt Agreements. No further filings, recordings or other actions are or will be necessary to maintain the priority of such security interest other than the filing of

UCC continuation statements within six months prior to the expiration of a period of five years after the original filing. This Agreement and all documents to be filed therewith are in appropriate form for filing with the ICC. The Financing Statements are in appropriate form and have been duly filed pursuant to the UCC.

(j) No Further Actions. Except for the filings referred to in paragraph (i) above and as otherwise specified in the Debt Agreements, no authorization, approval or other action by, and no notice of filing with, any governmental authority or regulatory body or other Person that has not been received, taken or made is required (i) for the confirmation by the Company of the security interests confirmed hereby or for the execution, delivery or performance of this Agreement by the Company, (ii) for the maintenance of the security interests hereunder (including the first priority nature of such security interests), or (iii) for the exercise by the SouthRail Collateral Agent of the rights or the remedies in respect of the Collateral pursuant to this Agreement.

(k) Accounts Receivable. The Company shall keep or cause to be kept separate records of accounts which are complete and accurate in all material respects, and from time to time upon the request of the SouthRail Collateral Agent, shall deliver to the SouthRail Collateral Agent a list of the names, addresses, face value, and dates of invoices for each debtor obligated on such an account receivable.

(l) Government Contracts. The Company agrees that it shall execute all such documents, and take all such actions, as the SouthRail Collateral Agent shall determine to be necessary or appropriate from time to time under the federal Assignment of Claims Act of 1940, as amended, in order to confirm and assure to the SouthRail Collateral Agent its rights under this Agreement with respect to any and all Collateral consisting of the Company's rights to moneys due or to become due under any contracts or agreements with or orders from the United States government or any agency or department thereof, the assignment of which is not prohibited by such contract or agreement (collectively, "Government Receivables"). Without limiting the generality of the foregoing, the Company agrees that simultaneously with the execution and delivery of this Agreement it shall execute and deliver to the SouthRail Collateral Agent a confirmatory assignment substantially in the form of

Exhibit B attached hereto (a "Confirmatory Assignment") with respect to each Government Receivable existing on the date hereof where the aggregate proceeds payable to the Company thereunder exceed \$100,000, and within ten Bank Business Days after the creation of any such new Government Receivable, the Company shall execute and deliver to the SouthRail Collateral Agent a Confirmatory Assignment with respect thereto. The Company hereby irrevocably authorizes the SouthRail Collateral Agent, or its designee, at the Company's expense, to file with the United States government (or the appropriate agency or instrumentality thereof) a notice of each assignment of a Government Receivable substantially in the form of Exhibit C attached hereto (a "Notice of Assignment"), to which a copy of the relevant Confirmatory Assignment may be attached, and appoints the SouthRail Collateral Agent as the Company's attorney-in-fact to execute and file any such Confirmatory Assignments, Notices of Assignment and any ancillary documents relating thereto.

(m) Securities. The Company agrees that it shall forthwith deliver and pledge to the SouthRail Collateral Agent hereunder for the benefit of the Secured Parties all certificates representing securities which it shall acquire, whether by purchase, stock dividend, distribution of capital or otherwise, along with stock powers or other appropriate instruments of assignment with respect thereto, duly executed in blank.

(n) Further Assurances By the Company. The Company agrees to execute and deliver to the SouthRail Collateral Agent for the benefit of the Secured Parties from time to time at its request all documents and instruments, including financing statements, supplemental security agreements, notices of assignments under the United States Assignment of Claims Act and under similar or local statutes and regulations, and to take all action as the SouthRail Collateral Agent may reasonably deem necessary or proper to perfect or otherwise protect the security interest and lien created hereby.

§5. POWER OF ATTORNEY. (a) The Company acknowledges the SouthRail Collateral Agent's right, to the extent permitted by applicable law, singly to execute and file financing or continuation statements and similar notices required by applicable law, and amendments thereto, concerning the Collateral without execution by the Company. A carbon, photographic or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(b) The Company hereby irrevocably appoints the SouthRail Collateral Agent as its attorney-in-fact, effective at all times subsequent to the occurrence of an Event of Default (as defined herein), and during the continuance thereof, with full authority in the place and stead of the Company and in the name of the Company or otherwise, to take any action and to execute any instrument which the SouthRail Collateral Agent may deem necessary or advisable to accomplish the purpose of this Agreement, including, without limitation, the power and right (i) to endorse the Company's name on any checks, notes, acceptances, money orders, drafts, filings or other forms of payment or security that may come into the SouthRail Collateral Agent's possession; and (ii) to do all other things which the SouthRail Collateral Agent then determines to be necessary to carry out the terms of this Agreement. The Company ratifies and approves all acts of such attorney-in-fact. The power conferred on the SouthRail Collateral Agent hereunder is solely to protect the SouthRail Collateral Agent's and the Secured Parties' interests in the Collateral and shall not impose any duty upon the SouthRail Collateral Agent to exercise such power.

§6. SECURITIES AS COLLATERAL. (a) Upon the occurrence and during the continuance of an Event of Default, the SouthRail Collateral Agent may at any time, at its option, transfer to itself or any nominee any securities constituting Collateral, receive any income thereon and hold such income as additional Collateral or apply it to the Obligations. If the SouthRail Collateral Agent so elects to exercise its right herein and gives notice of such election to the Company, upon the occurrence and during the continuance of an Event of Default, the SouthRail Collateral Agent may vote any or all of the securities constituting Collateral possessing voting rights (whether or not the same shall have been transferred into its name or the name of its nominee or nominees) and give all consents, waivers and ratifications in respect of the securities constituting Collateral and otherwise act with respect thereto as though it were the outright owner thereof, the Company hereby irrevocably constituting and appointing the SouthRail Collateral Agent the proxy and attorney-in-fact of the Company, with full power of substitution, to do so. So long as no Event of Default is continuing, the Company shall be entitled to receive all cash dividends paid in respect of the securities, to vote the securities and to give consents, waivers and ratifications in respect of the securities, provided that no vote shall be cast, or consent, waiver or ratification given or action taken which would be inconsistent with or violate any provisions of any of the Debt Agreements or this Agreement.

(b) Any sums paid upon or with respect of any of the securities upon the liquidation or dissolution of the issuer thereof shall be paid over to the SouthRail Collateral Agent to be held by it as security for the Obligations; and in case any distribution of capital shall be made on or in respect of any of the securities or any property shall be distributed upon or with respect to any of the securities pursuant to the recapitalization or reclassification of the capital of the issuer thereof or pursuant to the reorganization thereof, the property so distributed shall be delivered to the SouthRail Collateral Agent to be held by it as security for the Obligations. All sums of money and property paid or distributed in respect of the securities upon such a liquidation, dissolution, recapitalization or reclassification which are received by the Company shall, until paid or delivered to the SouthRail Collateral Agent, be held in trust for the Secured Parties as security for the Obligations.

§7. ACCOUNTS RECEIVABLE. Until the SouthRail Collateral Agent requests that debtors on accounts receivable of the Company or obligors on accounts, chattel paper or general intangibles of the Company or obligors on instruments for which the Company is an obligee or lessees or conditional vendees under agreements governing the leasing or selling by conditional sale of Collateral by the Company be notified of the Secured Parties' security interest, the Company shall continue to collect payment thereof. Upon the making of such a request by the SouthRail Collateral Agent, the Company shall hold the proceeds received from collection as trustee for the Secured Parties and shall turn the same over to the SouthRail Collateral Agent, or to such other bank as may be approved by the SouthRail Collateral Agent, immediately upon receipt in the identical form received. The Company shall, at the request of the SouthRail Collateral Agent, notify such account debtors and obligors that payment thereof is to be made directly to the SouthRail Collateral Agent, and the SouthRail Collateral Agent may itself at any time, without notice to or demand upon the Company, so notify such account debtors and obligors. The making of such a request or the giving of any such notification shall not affect the duties of the Company described above with respect to proceeds of collection of accounts receivable received by the Company. The SouthRail Collateral Agent shall apply the proceeds of such collection received by the SouthRail Collateral Agent to the Obligations in accordance with §3 of this Agreement. The application of the proceeds of such collection shall be conditional upon final payment in cash or solvent credits of

the items giving rise to them. If any item is not so paid, the SouthRail Collateral Agent in its discretion, whether or not the term is returned, may either reverse any credit given for the item or charge it to any deposit account maintained by the Company with the SouthRail Collateral Agent.

§8. EVENTS OF DEFAULT; REMEDIES. (a) Whether or not the Obligations are due, the SouthRail Collateral Agent may demand, sue for, collect, or make any settlement or compromise with respect to the Collateral upon the written instruction of the Secured Parties in accordance with §4 of the Intercreditor Agreement.

(b) An "Event of Default" hereunder shall mean (i) that a representation, warranty or certification made in this Agreement or in any document executed or delivered from time to time relating to this Agreement is materially untrue, misleading or incomplete in its recital of any facts at the time as of which such representation, warranty or certification, as the case may be, is made, (ii) any Event of Default as that term is defined in any of the Debt Agreements, whether or not any acceleration of the maturity of the amounts due in respect of any of the Obligations shall have occurred, or (iii) any Event of Default as that term is defined in any other Security Document.

(c) Upon the occurrence and during the continuance of an Event of Default, to the fullest extent permitted by applicable law, in addition to the remedies set forth elsewhere in this Agreement:

(i) The SouthRail Collateral Agent shall have, in addition to all other rights and remedies given it by any instrument or other agreement evidencing, or executed and delivered in connection with, any of the Obligations and otherwise allowed by law, the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Collateral may be located and the rights and remedies of a secured party holding a security interest in collateral pursuant to the ICA, and without limiting the generality of the foregoing, the SouthRail Collateral Agent shall, upon the written instruction of the Secured Parties in accordance with §4 of the Intercreditor Agreement, immediately, without (to the fullest extent permitted by law) demand of performance

or advertisement or notice of intention to sell or of time or place of sale or of redemption or other notice or demand whatsoever, (except that the SouthRail Collateral Agent shall give to the Secured Parties and the Company at least five days' notice of the time and place of any proposed sale or other disposition), all of which are hereby expressly waived to the fullest extent permitted by law, sell at public or private sale or otherwise realize upon, in the City of Boston, Massachusetts, or elsewhere, the whole or from time to time any part of the Collateral in or upon which the SouthRail Collateral Agent shall have a security interest or lien hereunder, or any interest which the Company may have therein, and after deducting from the proceeds of sale or other disposition of the Collateral all expenses (including all reasonable expenses for legal services, including without limitation reasonable allocated costs of staff counsel) as provided in §12, shall apply the residue of such proceeds toward the payment of the Obligations in accordance with §3 of this Security Agreement, the Company remaining liable for any deficiency remaining unpaid after such application. If notice of any sale or other disposition is required by law to be given to the Company or any Secured Party, each of the Company and the Secured Parties hereby agrees that a notice given as hereinbefore provided shall be reasonable notice of such sale or other disposition. The Company also agrees to assemble the Collateral at such place or places as the SouthRail Collateral Agent reasonably designates by written notice. At any such sale or other disposition any Secured Party may itself, and any other person or entity owed any Obligation may itself, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of the Company, which right is hereby waived and released to the fullest extent permitted by law. The Secured Parties agree with each other that so long as any Obligation remains outstanding, none of the Secured Parties nor any other holder of any of the Obligations shall have any right to bid for the Collateral being sold at any sale pursuant to this §8(c)(i) with any part of the Obligations and the SouthRail Collateral Agent and the Company shall have no obligation to accept any such bid.

(ii) Furthermore, without limiting the generality of any of the rights and remedies conferred upon the SouthRail Collateral Agent under §8(c)(i) hereof, the

SouthRail Collateral Agent to the fullest extent permitted by law shall, upon the written instruction of the Secured Parties in accordance with §4 of the Intercreditor Agreement, enter upon the premises of the Company, exclude the Company therefrom and take immediate possession of the Collateral, either personally or by means of a receiver appointed by a court therefor, using all necessary force to do so, and may, at its option, use, operate, manage and control the Collateral in any lawful manner and may collect and receive all rents, income, revenue, earnings, issues and profits therefrom, and may maintain, repair, renovate, alter or remove the Collateral as the SouthRail Collateral Agent may determine in its discretion, and any such monies so collected or received by the SouthRail Collateral Agent shall be applied to, or may be accumulated for application upon, the Obligations in accordance with §3 of this Agreement.

(iii) The SouthRail Collateral Agent agrees that it will give notice to the Company and the Secured Parties of any enforcement action taken by it pursuant to this §8 promptly after commencing such action.

(iv) The Company recognizes that the SouthRail Collateral Agent may be unable to effect a public sale of the securities by reason of certain prohibitions contained in the Securities Act of 1933, as amended, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers consistent with all applicable laws. The Company agrees that any such private sales may be at prices and other terms less favorable to the Company than if sold at public sales and that such private sales shall not by reason thereof be deemed not to have been made in a commercially reasonable manner. The SouthRail Collateral Agent shall be under no obligation to delay a sale of any of the securities for the period of time necessary to permit the issuer of such securities to register such securities for public sale under the Securities Act of 1933, as amended, even if the issuer would agree to do so.

§9. MARSHALLING. The SouthRail Collateral Agent shall not be required to marshal any present or future security for (including but not limited to this Agreement and the Collateral subject to the security interest created hereby), or guaranties of, the Obligations or any of them, or to resort to such security or guaranties in any particular

order; and all of its rights hereunder and in respect of such securities and guaranties shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, the Company hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the SouthRail Collateral Agent's rights under this Agreement or under any other instrument evidencing any of the Obligations or under which any of the Obligations is outstanding or by which any of the Obligations is secured or guaranteed, and to the extent that it lawfully may the Company hereby irrevocably waives the benefits of all such laws. Except as otherwise provided by applicable law, the SouthRail Collateral Agent shall have no duty as to the collection or protection of the Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto beyond the sole custody thereof.

§10. COMPANY'S OBLIGATIONS NOT AFFECTED. To the extent permitted by law, the obligations of the Company under this Security Agreement shall remain in full force and effect without regard to, and shall not be impaired by (a) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of the Company, to the extent permitted by law; (b) any exercise or nonexercise, or any waiver, by the SouthRail Collateral Agent of any right, remedy, power or privilege under or in respect of any of the Obligations or any security therefor (including this Agreement); (c) any amendment to or modification of any instrument evidencing any of the Obligations or pursuant to which any of them were issued; (d) any amendment to or modification of any instrument or agreement (other than this Agreement) securing any of the Obligations; or (e) the taking of additional security for or any guaranty of any of the Obligations or the release or discharge or termination of any security or guaranty for any of the Obligations; and whether or not the Company shall have notice or knowledge of any of the foregoing.

§11. NO WAIVER. No failure on the part of the SouthRail Collateral Agent to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the SouthRail Collateral Agent of any right, remedy or power hereunder preclude any other or future exercise of any other right, remedy or power. Each and every right, remedy and power hereby granted to the SouthRail Collateral Agent, the Secured Parties or the

future holders of any of the Obligations or allowed to any of them by law or other agreement, including, without limitation, each of the Debt Agreements or any other Security Document, shall be cumulative and not exclusive of any other, and, subject to the provisions of this Agreement, may be exercised by the SouthRail Collateral Agent, the Secured Parties or the future holders of any of the Obligations from time to time.

§12. EXPENSES. The Company agrees to pay, on demand, all reasonable costs and expenses (including reasonable attorneys' fees and expenses for legal services of every kind, including without limitation reasonable allocated costs of staff counsel) of the SouthRail Collateral Agent incidental to the sale of, or realization upon, any of the Collateral or in any way relating to the perfection, enforcement or protection of the rights of the SouthRail Collateral Agent hereunder; and the SouthRail Collateral Agent may at any time apply to the payment of all such costs and expenses all monies of the Company or other proceeds arising from its possession or disposition of all or any portion of the Collateral.

§13. CONSENTS, AMENDMENTS, WAIVERS. Any term of this Agreement may be amended, and the performance or observance by the Company of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only in accordance with §4 of the Intercreditor Agreement.

§14. GOVERNING LAW. Except as otherwise required by the laws of any jurisdiction in which any Collateral is located, this Agreement shall be deemed to be a contract under seal and shall for all purposes be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

§15. PARTIES IN INTEREST. All terms of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto, provided that the Company may not assign or transfer its rights hereunder without the prior written consent of the SouthRail Collateral Agent.

§16. COUNTERPARTS. This Agreement and any amendment hereof may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument. In proving

this Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.

§17. TERMINATION. Upon payment in full of the Obligations in accordance with their terms, this Agreement shall terminate and the Company shall be entitled to the return, at the Company's expense, of such Collateral in the possession or control of the SouthRail Collateral Agent as has not theretofore been disposed of pursuant to the provisions hereof.

§18. NOTICES. Except as otherwise expressly provided herein, all notices and other communications made or required to be given pursuant to this Agreement shall be in writing and shall be delivered by hand, mailed by United States registered or certified first-class mail, postage pre-paid, or sent by telecopy, telegraph or telex and confirmed by letter, addressed as follows:

(a) if to the Company, at:

111 East Capitol Street  
Jackson, Mississippi 39201  
Attention: President

or at such other addresses for notice as the Company shall last have furnished in writing to the SouthRail Collateral Agent;

(b) if to the SouthRail Collateral Agent at:

One Deposit Guaranty Plaza  
Jackson, Mississippi 39201  
Attention: Sid M. Sims, Vice President

or at such other address for notice as the SouthRail Collateral Agent shall last have furnished in writing to the person giving the notice.

Any such notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand to a responsible officer of the party to which it is directed, at time of the receipt thereof by such officer, (ii) if sent by registered or certified first-class mail, postage pre-paid, on the earlier of (A) the time of receipt thereof if a Bank Business Day, or if not a Bank Business Day, the next succeeding Bank Business Day, or (B) five Bank Business Days after the posting thereof and (iii) if sent by

telecopy, telex or cable, at the time of dispatch thereof, if in normal business hours in the state where received or otherwise at the opening of business on the following Bank Business Day.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed as an instrument under seal by their authorized representatives as of the date first written above.

[Corporate Seal]

SOUTHRAIL CORPORATION

By: *Mark M. Lewis*  
Title: *Chairman*

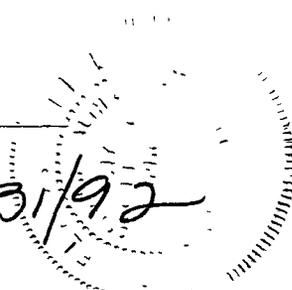
DEPOSIT GUARANTY NATIONAL BANK,  
as SouthRail Collateral Agent

By: *Charles S. Hartman*  
Title: *VP*

COMMONWEALTH OF MASSACHUSETTS )  
 ) ss.  
COUNTY SUFFOLK )

On this 8<sup>th</sup> day of April, 1991 before me personally appeared Mark M. Levin, to me personally known, who, being by me duly sworn, says that he is Chairman of SouthRail Corporation, that the seal affixed to the foregoing instrument beside his signature is the corporate seal of said corporation and that the said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

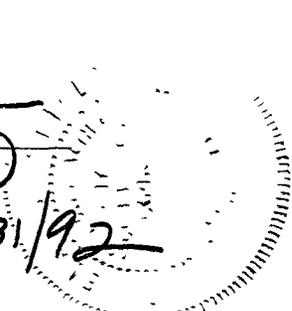
Pamela A. Stigletz  
Notary Public  
My commission expires: 7/31/92



COMMONWEALTH OF MASSACHUSETTS )  
 ) ss.  
COUNTY OF SUFFOLK )

On this 8<sup>th</sup> day of April, 1991, before me personally appeared Charles Mochimer, to me personally known, who, being by me duly sworn, says that he is vice president of Deposit Guaranty National Bank, and that he is duly authorized to sign the foregoing instrument on behalf of said banking association, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said banking association.

Pamela A. Stigletz  
Notary Public  
My commission expires: 7/31/92



# Uniform Commercial Code — FINANCING STATEMENT — Form UCC-3

## IMPORTANT — Read instructions on back before filling out form

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

<p>4 <input type="checkbox"/> Filed for record in the real estate records</p> <p>1 Debtor(s) (Last Name First) and address(es)          SouthRail Corporation          111 East Capitol Street          Jackson, MS 39201</p>	<p>5 <input checked="" type="checkbox"/> Debtor is a Transmitting Utility</p> <p>2 Secured Party(ies) and address(es)          Deposit Guaranty National Bank, as Collateral Agent          One Deposit Guaranty Plaza          Jackson, MS 39201</p>	<p>6 No. of Additional Sheets Presented          3 For Filing Officer (Date, Time Number, and Filing Office)</p>
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7 This statement refers to original Financing Statement No. 90-00451 filed (date) 1/5/90 with AL SOS

8  A Continuation  
 B Termination  
 C Release  
 D Assignment  
 E Amendment  
 F Other

The original Financing Statement bearing the above file number is still effective  
 The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number  
 From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following  
 The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below  
 The Financing Statement bearing the above file number is amended as set forth below (Signature of Debtor and Secured Party is Required)

Schedule A to the original Financing Statement referenced above is hereby amended and restated in its entirety to read as set forth on Schedule A attached hereto and made a part hereof.

SouthRail Corporation  
 By [Signature]  
 Signature(s) of Debtor(s) (only on amendment)

Deposit Guaranty National Bank,  
 as Collateral Agent  
 By [Signature]  
 Signature(s) of Secured Party(ies)

FILING OFFICER COPY - ALPHABETICAL Title  
 STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC3 REV 1980 Title [Signature]

Uniform Commercial Code — FINANCING STATEMENT — Form UCC-3

IMPORTANT — Read instructions on back before filling out form

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

<p>4 <input type="checkbox"/> Filed for record in the real estate records</p> <p>1 Debtor(s) (Last Name First) and address(es)                  SouthRail Corporation                  111 East Capitol Street                  Jackson, MS 39201</p>	<p>5 <input checked="" type="checkbox"/> Debtor is a Transmitting Utility</p> <p>2 Secured Party(ies) and address(es)                  Deposit Guaranty National Bank, as Collateral Agent                  One Deposit Guaranty Plaza                  Jackson, MS 39201</p>	<p>6 No of Additional Sheets Presented                  3 For Filing Officer (Date, Time, Number, and Filing Office)</p>
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7 This statement refers to original Financing Statement No 89-19183 filed (date) 12/29/89 with AL SOS

8  A Continuation  
 B Termination  
 C Release  
 D Assignment  
 E Amendment  
 F Other

The original Financing Statement bearing the above file number is still effective  
 The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number  
 From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following  
 The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below  
 The Financing Statement bearing the above file number is amended as set forth below (Signature of Debtor and Secured Party is Required)

Schedule A to the original Financing Statement referenced above is hereby amended and restated in its entirety to read as set forth on Schedule A attached hereto and made a part hereof.

SouthRail Corporation  
 By Mark M. Keni  
 Signature(s) of Debtor(s) (only on amendment)

Deposit Guaranty National Bank,  
 as Collateral Agent  
 By Charles R. Sims  
 Signature(s) of Secured Party(ies)

Title VP  
 STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC3 REV 1980

Uniform Commercial Code — FINANCING STATEMENT — Form UCC-3

**IMPORTANT — Read instructions on back before filling out form**

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

<p>4 <input type="checkbox"/> Filled for record in the real estate records</p> <p>1 Debtor(s) (Last Name First) and address(es)                  SouthRail Corporation                  111 East Capitol Street                  Jackson, MS 39201</p>	<p>5 <input checked="" type="checkbox"/> Debtor is a Transmitting Utility</p> <p>2 Secured Party(ies) and address(es)                  Deposit Guaranty National                  Bank, as Collateral Agent                  One Deposit Guaranty Plaza                  Jackson, MS 39201</p>	<p>6 No of Additional Sheets Presented                  3 For Filing Officer (Date, Time, Number, and Filing Office)</p>
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7 This statement refers to original Financing Statement No 89-18850 filed (date) 12/27/89 with AL SOS

- 8  A Continuation  
 B Termination  
 C Release  
 D Assignment  
 E Amendment  
 F Other
- The original Financing Statement bearing the above file number is still effective  
 The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number  
 From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following  
 The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below  
 The Financing Statement bearing the above file number is amended as set forth below (Signature of Debtor and Secured Party is Required)

Schedule A to the original Financing Statement referenced above is hereby amended and restated in its entirety to read as set forth on Schedule A attached hereto and made a part hereof.

SouthRail Corporation  
 By Mack M. Lem  
 Signature(s) of Debtor(s) (only on amendment)

Deposit Guaranty National Bank,  
 as Collateral Agent  
 By Charles A. ...  
 Signature(s) of Secured Party(ies)

FILING OFFICER COPY - ALPHABETICAL Title SA  
 STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC3 REV 1980 Title UCC3 REV 1980

# Uniform Commercial Code — FINANCING STATEMENT — Form UCC-3

## IMPORTANT — Read instructions on back before filling out form

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

<p>4 <input type="checkbox"/> Filed for record in the real estate records</p> <p>1 Debtor(s) (Last Name First) and address(es)                  SouthRail Corporation                  111 East Capitol Street                  Jackson, MS 39201</p>	<p>5 <input checked="" type="checkbox"/> Debtor is a Transmitting Utility</p> <p>2 Secured Party(ies) and address(es)                  Deposit Guaranty National Bank, as Collateral Agent                  One Deposit Guaranty Plaza                  Jackson, MS 39201</p>	<p>6 No of Additional Sheets Presented                  3 For Filing Officer (Date, Time, Number, and Filing Office)</p>
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7 This statement refers to original Financing Statement No 0445069 filed (date) 12/29/89 with MS SOS

8  A Continuation  
 B Termination  
 C Release  
 D Assignment  
 E Amendment  
 F Other

The original Financing Statement bearing the above file number is still effective  
 The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number  
 From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following  
 The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below  
 The Financing Statement bearing the above file number is amended as set forth below (Signature of Debtor and Secured Party is Required)

Schedule A to the original Financing Statement referenced above is hereby amended and restated in its entirety to read as set forth on Schedule A attached hereto and made a part hereof.

SouthRail Corporation  
 By [Signature]  
 Signature(s) of Debtor(s) (only on amendment)

Deposit Guaranty National Bank,  
 as Collateral Agent  
 By [Signature]  
 Signature(s) of Secured Party(ies)

FILING OFFICER COPY - ALPHABETICAL Title  
 STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC3 REV 1980 Title

Uniform Commercial Code — FINANCING STATEMENT — Form UCC-3

IMPORTANT — Read Instructions on back before filling out form

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

<p>4 <input type="checkbox"/> Filled for record in the real estate records</p> <p>1 Debtor(s) (Last Name First) and address(es)                  SouthRail Corporation                  111 East Capitol Street                  Jackson, MS 39201</p>	<p>5 <input checked="" type="checkbox"/> Debtor is a Transmitting Utility</p> <p>2 Secured Party(ies) and address(es)                  Deposit Guaranty National Bank, as Collateral Agent                  One Deposit Guaranty Plaza                  Jackson, MS 39201</p>	<p>6 No of Additional Sheets Presented</p> <p>3 For Filing Officer (Date, Time, Number, and Filing Office)</p>
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7 This statement refers to original Financing Statement No 0444880 filed (date) 12/28/89 with MS SOS

8  A Continuation  
 B Termination  
 C Release  
 D Assignment  
 E Amendment  
 F Other

The original Financing Statement bearing the above file number is still effective  
 The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number  
 From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following  
 The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below  
 The Financing Statement bearing the above file number is amended as set forth below (Signature of Debtor and Secured Party is Required)

Schedule A to the original Financing Statement referenced above is hereby amended and restated in its entirety to read as set forth on Schedule A attached hereto and made a part hereof.

SouthRail Corporation  
 By M. M. Lewis  
 Signature(s) of Debtor(s) (only on amendment)

Deposit Guaranty National Bank  
 as Collateral Agent  
 By Charles A. Martin  
 Signature(s) of Secured Party(ies)

FILING OFFICER COPY - ALPHABETICAL Title  
 STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC3 REV 1980 Title VP

**Uniform Commercial Code — FINANCING STATEMENT — Form UCC-3**

**IMPORTANT — Read instructions on back before filling out form**

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

<p>4 <input type="checkbox"/> Filed for record in the real estate records</p> <p>1 Debtor(s) (Last Name First) and address(es)                  SouthRail Corporation                  111 East Capitol Street                  Jackson, MS 39201</p>	<p>5 <input checked="" type="checkbox"/> Debtor is a Transmitting Utility</p> <p>2 Secured Party(ies) and address(es)                  Deposit Guaranty National                  Bank, as Collateral Agent                  One Deposit Guaranty Plaza                  Jackson, MS 39201</p>	<p>6 No of Additional Sheets Presented                  3 For Filing Officer (Date, Time, Number, and Filing Office)</p>
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7 This statement refers to original Financing Statement No 287460 filed (date) 12/29/89 with MS, Hinds County, 1st District

8  A Continuation  
 B Termination  
 C Release  
 D Assignment  
 E Amendment  
 F Other

The original Financing Statement bearing the above file number is still effective  
 The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number  
 From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following  
 The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below  
 The Financing Statement bearing the above file number is amended as set forth below (Signature of Debtor and Secured Party is Required)

Schedule A to the original Financing Statement referenced above is hereby amended and restated in its entirety to read as set forth on Schedule A attached hereto and made a part hereof.

SouthRail Corporation  
 .....  
 By M. M. Lee .....  
 Signature(s) of Debtor(s) (only on amendment)

Deposit Guaranty National Bank,  
 .....  
 as Collateral Agent  
 By Charles L. ... .....  
 Signature(s) of Secured Party(ies)

FILING OFFICER COPY - ALPHABETICAL Title  
 STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-3 (REV. 1982) Title SA

Schedule A

Debtor: SouthRail Corporation

Secured Party: Deposit Guaranty National Bank, as  
Collateral Agent

All properties, assets and rights of the Debtor of every kind and nature, wherever located, now owned or hereafter acquired or arising, and all proceeds and products thereof, including, without limiting the generality of the foregoing, all goods, accounts, including all accounts receivable, contract rights, all rights of the Debtor under any agreements with operating railroads pursuant to which rights of passage over tracks are granted during periods of emergency and disasters, rights to the payment of money including tax refund claims, insurance proceeds and tort claims, chattel paper, documents, instruments, general intangibles, the Debtor's operating certificate from the Interstate Commerce Commission, securities, together with all income therefrom, increases thereunder and proceeds thereof, patents, trademarks, tradenames, copyrights, engineering drawings, service marks, customer lists, books and records, furniture, fixtures, rolling stock of every kind and description, including, without limitation, the rolling stock described on Schedule I attached hereto, locomotives, rail, ties and capital improvements thereon, equipment, maintenance of way equipment, including, without limitation, the maintenance of way equipment described on Schedule II attached hereto, inventory and all other capital assets, raw materials, work in progress, and real property and interests in and rights in, on or over real property, including railbeds, yards and maintenance areas.

Schedule I

FILE: SROWLOC0  
DISK: GAJE0391

26-Mar-91  
08:11 AM

## SOUTHRAIL CORP. LOCOMOTIVES OWNED:

<u>OWNER</u>	<u># OF UNITS</u>	<u>LOCOMOTIVE OLD #</u>	<u>LOCOMOTIVE NEW #</u>	<u>DESIGNATION</u>
SR	1	8034	1056	GP-10
SR	1	8051	1077	GP-10
SR	1	8100	1078	GP-10
SR	1	8106	1051	GP-10
SR	1	8115	1064	GP-10
SR	1	8133	1061	GP-10
SR	1	8148	1065	GP-10
SR	1	8167	1073	GP-10
SR	1	8187	1068	GP-10
SR	1	8191	1057	GP-10
SR	1	8193	1062	GP-10
SR	1	8195	1053	GP-10
SR	1	8197	1054	GP-10
SR	1	8210	1055	GP-10
SR	1	8212	1063	GP-10
SR	1	8215	1072	GP-10
SR	1	8222	1083	GP-10
SR	1	8223	1082	GP-10
SR	1	8224	1080	GP-10
SR	1	8225	1074	GP-10
SR	1	8226	1075	GP-10
SR	1	8227	1066	GP-10
SR	1	8228	1071	GP-10
SR	1	8230	1081	GP-10
SR	1	8235	1070	GP-10
SR	1	8236	WILL BE 1085	GP-10
SR	1	8247	1060	GP-10
SR	1	8248	1084	GP-10
SR	1	8256	1059	GP-10
SR	1	8266	1076	GP-10
SR	1	1775	WILL BE 9006	GP-9
<u>TOTAL</u>	<u>31</u>			

FILE: SRROLSTK  
 ISK: GAJE0391

SOUTHRAIL CORP.  
 FREIGHT CARS  
 LEASED - AS OF 02-11-91

25-Mar-91  
 08:58 PM

OF ARS	DESCRIPTION	LESSOR	MARKS	SERIES
20	50' BOXCARS	ITEL	GMSR	20000-20095
31	50' BOXCARS	ITEL	GMSR	49501-49569
150	50' BOXCARS	ITEL	HS	14000-14149
120	50' BOXCARS	BRAE	ADN	5601-9698
79	60' BOXCARS	ITEL	GMSR	40401-40540
64	WOODRACKS	IC	GMSR	3779-63677
50	GONDOLAS	US RAILCAR	SR	19029-19905
45	GONDOLAS	HELM	SR	15000-15148
10	GONDOLAS	LEFC	GMSR	1305-1393
100	OPEN TOP COAL HOPPERS	ITEL	GMSR	63018-68582
58	OPEN TOP COAL HOPPERS	LITE	ATSF	78420-80799
60	OPEN TOP COAL HOPPERS	ATSF	ATSF	80023-80780
12	COVERED HOPPERS	ITEL	PLWX/TLCX	VARIOUS
10	COVERED HOPPERS	ITEL	PLCX	VARIOUS
60	COVERED HOPPERS	ITEL	GMSR	167-20080
50	COVERED HOPPERS	ITEL	SR	20100 SERIES
58	CHIP HOPPERS	IC	GMSR	82551-82795
40	CHIP HOPPERS	WEYERHAEUSER	MSV	1400-1439
146	CHIP HOPPERS	KCS	GMSR	4800-502999
8	TANK CARS	ITEL	TLDX	92301
	"	"	PLCX	224835
191	TOTAL SR CARS LEASED			

SOUTHRAIL CORP.  
 FREIGHT CARS  
 OWNED - AS OF 02-11-91

OF ARS	DESCRIPTION	OWNER	MARKS	SERIES
25	BULKHEAD FLATS	SR	GMSR	945000-9950
25	TOTAL SR CARS OWNED			

## Schedule II

FILE: BRMOPWER  
DISK: GAJECDF1

25-Mar-91  
06:49

## SOUTHRAIL CORP. MAINTENANCE OF WAY EQUIPMENT OWNED:

NO.	TYPE	COMPANY #	MAKE	MODEL #	SERIAL #
1	TAMPER	CTJ 104	CANRON	EAJD	657077
1	TAMPER	CTJ 105	CANRON	EAJ	NONE
1	TAMPER	CTJ 101	CANRON	EAJ	676648
1	TAMPER	CTJ 102	CANRON	EAJD	677178
1	TAMPER	CTJ 103	CANRON	EAJG	676259
1	TAMPER	MT 127	CANRON	MARK II SWT.	1074647
1	TAMPER	NONE	CANRON	MARK II	NONE
1	TAMPER	NONE	CANRON	MARK IV	68785
1	TAMPER	17- 3182	CANRON	MARK II	1076699
1	REGULATOR	KBR 101	KERSHAW	26-1-12	28-1137
1	REGULATOR	KBR 102	KERSHAW	26-1-12	26-1185
1	REGULATOR	KBR 104	KERSHAW	26-1-12	26-7-10
1	REGULATOR	KBR 103	KERSHAW	26-2	21-1251
1	BURRO CRANE	BC 101	TACU	TACU	90308
1	TRUCK CRANE	NONE	BANTAM	T626	302
1	PILE DRIVER	MSRC 2590	OHIO	DE-600	5052
1	TIE CRANE	RTW 101	FAIRMONT	RTW-B	1007
1	TIE CRANE	TH 102	JACKSON	950	135577
1	TIE CRANE	TH 104	JACKSON	950	NONE
1	TIE CRANE	TH 103	KERSHAW	TC-C3	TC 290
1	TIE INJECTOR	KTH 101	KERSHAW	W-90	NONE
1	TIE INJECTOR	KTH 102	KERSHAW	W-90	NONE
1	SCARIFIER	FTBS 101	FAIRMONT	W87-D	233402
1	SCARIFIER	FTBS 102	FAIRMONT	W87-D	NONE
1	SPIKE PULLER	FSP 101	FAIRMONT	W84-N-1	232316
1	SPIKE PULLER	FSP 102	FAIRMONT	W84-N-1	237720
1	SPIKER	TSD 101	FAIRMONT	ZAPPER	NONE
1	SPIKER	TSD 103	FAIRMONT	ZAPPER	NONE
1	TIE SHEARER	FTS 001	FAIRMONT	W 114 C	254172
1	TIE SHEARER	FTS 101	FAIRMONT	W 114 C	NONE
1	BOLT MASTER	NONE	ROTO PANERE	6610	FARR 024645F4
1	BOLT MACHINE	RWM 101	RACO	C	5564
1	BOLT MACHINE	RWM 102	RACO	C	537
1	TRAILER	NONE	JOHN DEERE	2 AXLE	NONE
1	ANCHOR MACHINE	RAM 101	RACINE	FA	676
1	AIR COMPRESSOR	NONE	INGERSOLL RAND	GRB 125	A125RB58661
1	BRIDGE DERRICK	NONE	FAIRMONT	W 64 A	23362
1	BRIDGE DERRICK	NONE	FAIRMONT	W 64 A	NONE

Uniform Commercial Code — FINANCING STATEMENT — Form UCC-3

IMPORTANT — Read Instructions on back before filling out form

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

<p>4 <input type="checkbox"/> Filled for record in the real estate records</p> <p>1 Debtor(s) (Last Name First) and address(es)                  SouthRail Corporation                  111 East Capitol Street                  Jackson, MS 39201</p>	<p>5 <input checked="" type="checkbox"/> Debtor is a Transmitting Utility</p> <p>2 Secured Party(ies) and address(es)                  Deposit Guaranty National                  Bank, as Collateral Agent                  One Deposit Guaranty Plaza                  Jackson, MS 39201</p>	<p>6 No. of Additional Sheets Presented</p> <p>3 For Filing Officer (Date, Time, Number, and Filing Office)</p>
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7 This statement refers to original Financing Statement No 728020 filed (date) 1/5/90 with TN SOS

8  A Continuation  
 B Termination  
 C Release  
 D Assignment  
 E Amendment  
 F Other

The original Financing Statement bearing the above file number is still effective  
 The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number  
 From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following  
 The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below  
 The Financing Statement bearing the above file number is amended as set forth below (Signature of Debtor and Secured Party is Required)

Schedule A to the original Financing Statement referenced above is hereby amended and restated in its entirety to read as set forth on Schedule A attached hereto and made a part hereof.

For Tennessee recording tax information see Attachment A attached hereto.

SouthRail Corporation  
 By *Wallace M. Smith*  
 Signature(s) of Debtor(s) (only on amendment)

Deposit Guaranty National Bank  
 as Collateral Agent  
 By *Charles F. Walker, Jr.*  
 Signature(s) of Secured Party(ies)

FILING OFFICER COPY - ALPHABETICAL Title  
 STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC3 REV 1980 Title A

Uniform Commercial Code — FINANCING STATEMENT — Form UCC-3

**IMPORTANT — Read instructions on back before filling out form**

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

<p>4 <input type="checkbox"/> Filed for record in the real estate records</p> <p>1 Debtor(s) (Last Name First) and address(es)                  SouthRail Corporation                  111 East Capitol Street                  Jackson, MS 39201</p>	<p>5 <input checked="" type="checkbox"/> Debtor is a Transmitting Utility</p> <p>2 Secured Party(ies) and address(es)                  Deposit Guaranty National Bank, as Collateral Agent                  One Deposit Guaranty Plaza                  Jackson, MS 39201</p>	<p>6 No. of Additional Sheets Presented</p> <p>3 For Filing Officer (Date, Time, Number, and Filing Office)</p>
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7 This statement refers to original Financing Statement No. 725017 filed (date) 12/27/89 with TN SOS

8  A Continuation  
 B Termination  
 C Release  
 D Assignment  
 E Amendment  
 F Other

The original Financing Statement bearing the above file number is still effective  
 The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.  
 From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following  
 The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below  
 The Financing Statement bearing the above file number is amended as set forth below (Signature of Debtor and Secured Party is Required)

Schedule A to the original Financing Statement referenced above is hereby amended and restated in its entirety to read as set forth on Schedule A attached hereto and made a part hereof.

For Tennessee recording tax information see Attachment A attached hereto.

SouthRail Corporation  
 By: *[Signature]*  
 Signature(s) of Debtor(s) (only on amendment)

Deposit Guaranty National Bank,  
 as Collateral Agent  
 By: *[Signature]*  
 Signature(s) of Secured Party(ies)

FILING OFFICER COPY - ALPHABETICAL Title  
 STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-3 REV 1980 Title

Uniform Commercial Code — FINANCING STATEMENT — Form UCC-3

IMPORTANT — Read Instructions on back before filling out form

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

<p>4 <input type="checkbox"/> Filled for record in the real estate records</p> <p>1 Debtor(s) (Last Name First) and address(es)                  SouthRail Corporation                  111 East Capitol Street                  Jackson, MS 39201</p>	<p>5 <input checked="" type="checkbox"/> Debtor is a Transmitting Utility</p> <p>2 Secured Party(ies) and address(es)                  Deposit Guaranty National                  Bank, as Collateral Agent                  One Deposit Guaranty Plaza                  Jackson, MS 39201</p>	<p>6 No of Additional Sheets Presented                  3 For Filing Officer (Date Time Number, and Filing Office)</p>
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7 This statement refers to original Financing Statement No 3531 filed (date) 12/28/89 with TN, Hardeman County

- 8  A Continuation  
 B Termination  
 C Release  
 D Assignment  
 E Amendment  
 F Other
- The original Financing Statement bearing the above file number is still effective  
 The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number  
 From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following  
 The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below  
 The Financing Statement bearing the above file number is amended as set forth below (Signature of Debtor and Secured Party is Required)

Schedule A to the original Financing Statement referenced above is hereby amended and restated in its entirety to read as set forth on Schedule A attached hereto and made a part hereof.

For Tennessee recording tax information see Attachment A attached hereto.

SouthRail Corporation  
 By *[Signature]*  
 Signature(s) of Debtor(s) (only on amendment)

Deposit Guaranty National Bank,  
 as Collateral Agent  
 By *[Signature]*  
 Signature(s) of Secured Party(ies)

FILING OFFICER COPY - ALPHABETICAL Title STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC3 REV 1980 Title

**Uniform Commercial Code — FINANCING STATEMENT — Form UCC-3**

**IMPORTANT — Read instructions on back before filling out form**

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

<p><input type="checkbox"/> 4 Filed for record in the real estate records</p> <p><b>1 Debtor(s) (Last Name First) and address(es)</b>                  SouthRail Corporation                  111 East Capitol Street                  Jackson, MS 39201</p>	<p><input checked="" type="checkbox"/> 5 Debtor is a Transmitting Utility</p> <p><b>2 Secured Party(ies) and address(es)</b>                  Deposit Guaranty National                  Bank, as Collateral Agent                  One Deposit Guaranty Plaza                  Jackson, MS 39201</p>	<p><b>6 No of Additional Sheets Presented</b>                  3</p> <p><b>3 For Filing Officer (Date, Time, Number, and Filing Office)</b></p>
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**7 This statement refers to original Financing Statement No** 3540 **filed (date)** 12/29/89 **with** TN, Hardeman County

- 8**  A Continuation  
 B Termination  
 C Release  
 D Assignment  
 E Amendment  
 F Other
- The original Financing Statement bearing the above file number is still effective  
 The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number  
 From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following  
 The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below  
 The Financing Statement bearing the above file number is amended as set forth below (Signature of Debtor and Secured Party is Required)

Schedule A to the original Financing Statement referenced above is hereby amended and restated in its entirety to read as set forth on Schedule A attached hereto and made a part hereof.

For Tennessee recording tax information see Attachment A attached hereto.

SouthRail Corporation  
 By M. M. M. M. M.  
 Signature(s) of Debtor(s) (only on amendment)

Deposit Guaranty National Bank,  
 as Collateral Agent  
 By Charles A. ...  
 Signature(s) of Secured Party(ies)

FILING OFFICER COPY - ALPHABETICAL Title  
 STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC 3RFV 1980 Title

Attachment A

The total principal indebtedness secured by said Financing Statement here amended was \$25,000,000. Mortgage tax with respect to said debt was paid, using the apportionment formula, on recording of Deed of Trust in Book \_\_\_\_\_, Page \_\_\_\_\_, Register's Office, Hardeman County, Tennessee.

The total principal indebtedness now secured by said Financing Statement as here amended is increased from \$25,000,000 to \$129,500,000.

Maximum principal indebtedness for Tennessee recording tax purposes is \$0. Mortgage tax on said \$104,500,000 increase was paid, using the apportionment formula, on recording amendment to said Deed of Trust in Book \_\_\_\_\_, Page \_\_\_\_\_, said Register's Office, copy of receipt attached.

The above statements are made for the sole purpose of compliance with Tenn. Code Ann. §67-4-409(b), and shall not affect the rights of the parties in any manner.

Schedule A

Debtor: SouthRail Corporation

Secured Party: Deposit Guaranty National Bank, as  
Collateral Agent

All properties, assets and rights of the Debtor of every kind and nature, wherever located, now owned or hereafter acquired or arising, and all proceeds and products thereof, including, without limiting the generality of the foregoing, all goods, accounts, including all accounts receivable, contract rights, all rights of the Debtor under any agreements with operating railroads pursuant to which rights of passage over tracks are granted during periods of emergency and disasters, rights to the payment of money including tax refund claims, insurance proceeds and tort claims, chattel paper, documents, instruments, general intangibles, the Debtor's operating certificate from the Interstate Commerce Commission, securities, together with all income therefrom, increases thereunder and proceeds thereof, patents, trademarks, tradenames, copyrights, engineering drawings, service marks, customer lists, books and records, furniture, fixtures, rolling stock of every kind and description, including, without limitation, the rolling stock described on Schedule I attached hereto, locomotives, rail, ties and capital improvements thereon, equipment, maintenance of way equipment, including, without limitation, the maintenance of way equipment described on Schedule II attached hereto, inventory and all other capital assets, raw materials, work in progress, and real property and interests in and rights in, on or over real property, including railbeds, yards and maintenance areas.

FILE: SROWL000  
 DISK: GAJEC071

26-Mar-91  
 08:11 AM

SOUTHRAIL CORP. LOCOMOTIVES OWNED:

OWNER	# OF UNITS	LOCOMOTIVE OLD #	LOCOMOTIVE NEW #	DESIGNATION
SR	1	8034	1056	GP-10
SR	1	8051	1077	GP-10
SR	1	8100	1078	GP-10
SR	1	8106	1051	GP-10
SR	1	8115	1064	GP-10
SR	1	8133	1061	GP-10
SR	1	8148	1065	GP-10
SR	1	8167	1073	GP-10
SR	1	8187	1068	GP-10
SR	1	8191	1057	GP-10
SR	1	8195	1062	GP-10
SR	1	8195	1053	GP-10
SR	1	8197	1054	GP-10
SR	1	8210	1055	GP-10
SR	1	8212	1063	GP-10
SR	1	8215	1072	GP-10
SR	1	8221	1083	GP-10
SR	1	8223	1082	GP-10
SR	1	8224	1080	GP-10
SR	1	8225	1074	GP-10
SR	1	8226	1075	GP-10
SR	1	8227	1066	GP-10
SR	1	8228	1071	GP-10
SR	1	8230	1081	GP-10
SR	1	8238	1070	GP-10
SR	1	8236	WILL BE 1085	GP-10
SR	1	8247	1060	GP-10
SR	1	8248	1084	GP-10
SR	1	8256	1059	GP-10
SR	1	8266	1076	GP-10
SR	1	1775	WILL BE 9006	GP-9
TOTAL	31			

FILE: BRACLETK  
 ISK: GAJE0791

SOUTHRAIL CORP.  
 FREIGHT CARS  
 LEASED - AS OF 02-11-91

25-Mar-91  
 08:58 P

OF ARS	DESCRIPTION	LESSOR	MARKS	SERIES
20	50' BOXCARS	ITEL	GMSR	20000-20095
31	50' BOXCARS	ITEL	GMSR	49501-49565
150	50' BOXCARS	ITEL	HS	14000-14145
120	50' BOXCARS	BRAE	ADN	5601-9698
79	50' BOXCARS	ITEL	GMSR	40401-40540
64	WOODRACKS	IC	GMSR	3779-63677
50	GONDOLAS	US RAILCAR	SR	19029-19905
45	GONDOLAS	HELM	SR	15000-15148
10	GONDOLAS	LEFC	GMSR	1305-1393
100	OPEN TOP COAL HOPPERS	ITEL	GMSR	63018-68582
53	OPEN TOP COAL HOPPERS	LITE	ATSF	78420-80795
60	OPEN TOP COAL HOPPERS	ATSF	ATSF	80022-80780
12	COVERED HOPPERS	ITEL	PLWX/TLCX	VARIOUS
10	COVERED HOPPERS	ITEL	PLCX	VARIOUS
60	COVERED HOPPERS	ITEL	GMSR	167-20080
50	COVERED HOPPERS	ITEL	SR	20100 SERIES
58	CHIP HOPPERS	IC	GMSR	82551-82795
40	CHIP HOPPERS	WEYERHAEUSER	MSV	1400-1439
146	CHIP HOPPERS	KCS	GMSR	4800-50295
8	TANK CARS	ITEL	TLDX	92301
	"	"	PLCX	224805
191	TOTAL SR CARS LEASED			

SOUTHRAIL CORP.  
 FREIGHT CARS  
 OWNED - AS OF 02-11-91

OF ARS	DESCRIPTION	OWNER	MARKS	SERIES
25	BULKHEAD FLATS	SR	GMSR	945000-995
25	TOTAL SR CARS OWNED			

Schedule II

FILE: SRMDFWED  
 LABEL: SAJEC091

25-Mar-91  
 06:49

## SOUTHRAIL CORP. MAINTENANCE OF WAY EQUIPMENT OWNED:

QTY.	TYPE	COMPANY #	MAKE	MODEL #	SERIAL #
1	TAMPER	CTJ 104	CANRON	EAJD	65707
1	TAMPER	CTJ 105	CANRON	EAJ	NONE
1	TAMPER	CTJ 101	CANRON	EAJ	67664
1	TAMPER	CTJ 102	CANRON	EAJD	67717
1	TAMPER	CTJ 103	CANRON	EAJG	67620
1	TAMPER	MT 127	CANRON	MARK II	10746
1	TAMPER	NONE	CANRON	MARK II	NONE
1	TAMPER	NONE	CANRON	MARK IV	65750
1	TAMPER	17- 3182	CANRON	MARK II	10766
1	REGULATOR	KBR 101	KERSHAW	26-1-12	28-1100
1	REGULATOR	KBR 102	KERSHAW	26-1-12	26-1100
1	REGULATOR	KBR 104	KERSHAW	26-1-12	26-7-11
1	REGULATOR	KBR 103	KERSHAW	26-2	21-1000
1	BURRO CRANE	BC 101	TACU	TACU	9000
1	TRUCK CRANE	NONE	BANTAM	T626	300
1	PILE DRIVER	MSRC 2590	OHIO	DE-600	5050
1	TIE CRANE	RTW 101	FAIRMONT	RTW-B	1000
1	TIE CRANE	TH 102	JACKSON	950	13550
1	TIE CRANE	TH 104	JACKSON	950	NONE
1	TIE CRANE	TH 103	KERSHAW	TC-C3	TC 270
1	TIE INJECTOR	KTH 101	KERSHAW	W-90	NONE
1	TIE INJECTOR	KTH 102	KERSHAW	W-90	NONE
1	SCARIFIER	FTBS 101	FAIRMONT	W87-D	23340
1	SCARIFIER	FTBS 102	FAIRMONT	W87-D	NONE
1	SPIKE PULLER	FSP 101	FAIRMONT	W84-N-1	23201
1	SPIKE PULLER	FSP 102	FAIRMONT	W84-N-1	23770
1	SPIKER	TSD 101	FAIRMONT	ZAPPER	NONE
1	SPIKER	TSD 103	FAIRMONT	ZAPPER	NONE
1	TIE SHEARER	FTS 001	FAIRMONT	W 114 C	25417
1	TIE SHEARER	FTS 101	FAIRMONT	W 114 C	NONE
1	BOLT MASTER	NONE	ROTO PANERE	6610	FARR 024645F
1	BOLT MACHINE	RWM 101	RACO	C	556
1	BOLT MACHINE	RWM 102	RACO	C	530
1	TRAILER	NONE	JOHN DEERE	2 AXLE	NONE
1	ANCHOR MACHINE	RAM 101	RACINE	FA	670
1	AIR COMPRESSOR	NONE	INGERSOLL RAND	GRB 125	A125RB5966
1	BRIDGE DERRICK	NONE	FAIRMONT	W 64 A	2336
1	BRIDGE DERRICK	NONE	FAIRMONT	W 64 A	NONE

# Uniform Commercial Code — FINANCING STATEMENT — Form UCC-1

## IMPORTANT — Read instructions on back before filling out form

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

<p>4 <input type="checkbox"/> Filled for record in the real estate records</p>	<p>5 <input checked="" type="checkbox"/> Debtor is a Transmitting Utility</p>	<p>6 No. of Additional Sheets Presented</p>
<p>1 Debtor(s) (Last Name First) and address(es)                  SouthRail Corporation                  111 East Capitol Street                  Jackson, MS 39201</p>	<p>2 Secured Party(ies) and address(es)                  Deposit Guaranty National                  Bank, as Collateral Agent                  One Deposit Guaranty Plaza                  Jackson, MS 39201</p>	<p>3 For Filing Officer (Date, Time, Number, and Filing Office)</p>

7 This financing statement covers the following types (or items) of property

See Schedule A attached hereto and made a part hereof.

Filed with: Mississippi SOS

Proceeds and  
 Products of Collateral are also covered

<p>Whichever is                  Applicable                  (See Instruction                  Number 9)</p>	<p>SouthRail Corporation                  By: <i>Mark M. Lewis</i>                  Signature(s) of Debtor (Or Assignor) Title</p>	<p>Deposit Guaranty National Bank, as                  Collateral Agent                  By: <i>Charles J. Warren</i>                  Signature(s) of Secured Party (Or Assignee) Title</p>
--	--	--

Filing Officer Copy — Alphabetical

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1

Rev Jan 1980

Forms may be purchased from Hobbs & Warren, Inc., Boston Mass 0210

Schedule A

Debtor: SouthRail Corporation

Secured Party: Deposit Guaranty National Bank, as  
Collateral Agent

All properties, assets and rights of the Debtor of every kind and nature, wherever located, now owned or hereafter acquired or arising, and all proceeds and products thereof, including, without limiting the generality of the foregoing, all goods, accounts, including all accounts receivable, contract rights, all rights of the Debtor under any agreements with operating railroads pursuant to which rights of passage over tracks are granted during periods of emergency and disasters, rights to the payment of money including tax refund claims, insurance proceeds and tort claims, chattel paper, documents, instruments, general intangibles, the Debtor's operating certificate from the Interstate Commerce Commission, securities, together with all income therefrom, increases thereunder and proceeds thereof, patents, trademarks, tradenames, copyrights, engineering drawings, service marks, customer lists, books and records, furniture, fixtures, rolling stock of every kind and description, including, without limitation, the rolling stock described on Schedule I attached hereto, locomotives, rail, ties and capital improvements thereon, equipment, maintenance of way equipment, including, without limitation, the maintenance of way equipment described on Schedule II attached hereto, inventory and all other capital assets, raw materials, work in progress, and real property and interests in and rights in, on or over real property, including railbeds, yards and maintenance areas.

FILE: SROWL000  
DISK: GAJE0091

26-Mar-91  
08:11 AM

SOUTHRAIL CORP. LOCOMOTIVES OWNED:

OWNER	# OF UNITS	LOCOMOTIVE OLD #	LOCOMOTIVE NEW #	DESIGNATION
SR	1	8034	1056	GP-10
SR	1	8051	1077	GP-10
SR	1	8100	1078	GP-10
SR	1	8106	1051	GP-10
SR	1	8115	1064	GP-10
SR	1	8133	1061	GP-10
SR	1	8148	1065	GP-10
SR	1	8167	1073	GP-10
SR	1	8187	1068	GP-10
SR	1	8191	1057	GP-10
SR	1	8193	1062	GP-10
SR	1	8195	1053	GP-10
SR	1	8197	1054	GP-10
SR	1	8210	1055	GP-10
SR	1	8212	1063	GP-10
SR	1	8215	1072	GP-10
SR	1	8222	1083	GP-10
SR	1	8223	1082	GP-10
SR	1	8224	1080	GP-10
SR	1	8225	1074	GP-10
SR	1	8226	1075	GP-10
SR	1	8227	1066	GP-10
SR	1	8228	1071	GP-10
SR	1	8230	1081	GP-10
SR	1	8233	1070	GP-10
SR	1	8236	WILL BE 1085	GP-10
SR	1	8247	1060	GP-10
SR	1	8248	1084	GP-10
SR	1	8256	1059	GP-10
SR	1	8266	1076	GP-10
SR	1	1775	WILL BE 9006	GP-9
TOTAL	31			

FILE: SRAOLETK  
 ISK: GAJEOT91

SOUTHRAIL CORP.  
 FREIGHT CARS  
 LEASED - AS OF 02-11-91

25-Mar--  
 08:58 P

OF ARS	DESCRIPTION	LESSOR	MARKS	SERIES
20	50' BOXCARS	ITEL	GMSR	20000-20095
31	50' BOXCARS	ITEL	GMSR	49501-49567
150	50' BOXCARS	ITEL	HS	14000-14149
120	50' BOXCARS	BRAE	ADN	5601-9698
79	50' BOXCARS	ITEL	GMSR	40401-40540
64	WOODRACKS	IC	GMSR	3779-63677
50	GONDOLAS	US RAILCAR	SR	19029-19905
45	GONDOLAS	HELM	SR	15000-15148
10	GONDOLAS	LEFC	GMSR	1305-1393
100	OPEN TOP COAL HOPPERS	ITEL	GMSR	63018-68582
53	OPEN TOP COAL HOPPERS	LITE	ATSF	78420-80799
60	OPEN TOP COAL HOPPERS	ATSF	ATSF	80023-80760
12	COVERED HOPPERS	ITEL	PLWX/TLCX	VARIOUS
10	COVERED HOPPERS	ITEL	PLCX	VARIOUS
60	COVERED HOPPERS	ITEL	GMSR	167-20080
50	COVERED HOPPERS	ITEL	SR	20100 SERIE
58	CHIP HOPPERS	IC	GMSR	82551-82795
40	CHIP HOPPERS	WEYERHAEUSER	MSV	1400-1439
146	CHIP HOPPERS	KCS	GMSR	4800-502999
8	TANK CARS	ITEL	TLDX	92301
	"	"	PLCX	224835
191	TOTAL SR CARS LEASED			

SOUTHRAIL CORP.  
 FREIGHT CARS  
 OWNED - AS OF 02-11-91

OF ARS	DESCRIPTION	OWNER	MARKS	SERIES
25	BULKHEAD FLATS	SR	GMSR	945000-9950
25	TOTAL SR CARS OWNED			

Schedule II

FILE: SRMOFWED  
 1154: SAJE0091

25-Mar-91  
 06:49

SOUTHRAIL CORP. MAINTENANCE OF WAY EQUIPMENT OWNED:

Q.	TYPE	COMPANY #	MAKE	MODEL #	SERIAL #
1	TAMPER	CTJ 104	CANRON	EAJD	657077
1	TAMPER	CTJ 105	CANRON	EAJ	NONE
1	TAMPER	CTJ 101	CANRON	EAJ	676644
1	TAMPER	CTJ 102	CANRON	EAJD	677178
1	TAMPER	CTJ 103	CANRON	EAJG	676201
1	TAMPER	MT 127	CANRON	MARK II SWT.	1074647
1	TAMPER	NONE	CANRON	MARK II	NONE
1	TAMPER	NONE	CANRON	MARK IV	68788
1	TAMPER	17- 3182	CANRON	MARK II	1076699
1	REGULATOR	KBR 101	KERSHAW	26-1-12	28-1137
1	REGULATOR	KBR 102	KERSHAW	26-1-12	26-1185
1	REGULATOR	KBR 104	KERSHAW	26-1-12	26-7-12
1	REGULATOR	KBR 103	KERSHAW	26-2	21-1231
1	BURRO CRANE	BC 101	TACU	TACU	90308
1	TRUCK CRANE	NONE	BANTAM	T626	302
1	PILE DRIVER	MSRC 2590	OHIO	DE-600	5050
1	TIE CRANE	RTW 101	FAIRMONT	RTW-B	1007
1	TIE CRANE	TH 102	JACKSON	950	135577
1	TIE CRANE	TH 104	JACKSON	950	NONE
1	TIE CRANE	TH 103	KERSHAW	TC-C3	TC 270
1	TIE INJECTOR	KTH 101	KERSHAW	W-90	NONE
1	TIE INJECTOR	KTH 102	KERSHAW	W-90	NONE
1	SCARIFIER	FTBS 101	FAIRMONT	W87-D	233402
1	SCARIFIER	FTBS 102	FAIRMONT	W87-D	NONE
1	SPIKE PULLER	FSP 101	FAIRMONT	W84-N-1	232316
1	SPIKE PULLER	FSP 102	FAIRMONT	W84-N-1	237720
1	SPIKER	TSD 101	FAIRMONT	ZAPPER	NONE
1	SPIKER	TSD 103	FAIRMONT	ZAPPER	NONE
1	TIE SHEARER	FTS 001	FAIRMONT	W 114 C	254172
1	TIE SHEARER	FTS 101	FAIRMONT	W 114 C	NONE
1	BOLT MASTER	NONE	ROTO PANERE	6610	FARR 02464564
1	BOLT MACHINE	RWM 101	RACO	C	5564
1	BOLT MACHINE	RWM 102	RACO	C	537
1	TRAILER	NONE	JOHN DEERE	2 AXLE	NONE
1	ANCHOR MACHINE	RAM 101	RACINE	FA	676
1	AIR COMPRESSOR	NONE	INGERSOLL RAND	GRB 125	A125RB58661
1	BRIDGE DERRICK	NONE	FAIRMONT	W 64 A	23362
1	BRIDGE DERRICK	NONE	FAIRMONT	W 64 A	NONE

EXHIBIT B

FORM OF CONFIRMATORY ASSIGNMENT OF CONTRACT

This ASSIGNMENT, dated as of \_\_\_\_\_, is by SouthRail Corporation, a Delaware corporation (the "Debtor") in favor of Deposit Guaranty National Bank (the "Agent") as agent for itself, and certain lenders (the "Lenders").

WHEREAS, the Debtor is party to Contract No. \_\_\_\_\_ dated \_\_\_\_\_ between the Debtor and \_\_\_\_\_ (the "Contract"); and

WHEREAS, the Debtor and the Agent have entered into a certain Security Agreement, dated as of December 29, 1989 and amended and restated as of April \_\_, 1991 (the "Security Agreement"), pursuant to which the Debtor has granted to the Agent, for the benefit of the Lenders, a security interest in certain assets of the Debtor, including all of the Debtor's rights in, to and under the Contract, to secure the Obligations referred to in the Security Agreement;

NOW, THEREFORE, the Debtor hereby confirms, acknowledges and agrees that, pursuant to and subject to the terms of the Security Agreement, the Debtor hereby assigns, transfers, pledges and grants to the Agent for the benefit of the Lenders a security interest in all of the Debtor's right, title and interest in and to all moneys due or to become due under the Contract.

EXECUTED as of the date first above written.

SOUTHRAIL CORPORATION

By: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT C

FORM OF NOTICE OF ASSIGNMENT OF  
ACCOUNTS RECEIVABLE AS SECURITY

Deposit Guaranty National Bank

Date:

To: [Contracting Official or Head of  
Agency, and Disbursing Official]

Re: Payments to SouthRail Corporation  
Contract Number:  
Made by the United States of America  
Department:  
Division:

For:

Dated:

Ladies and Gentlemen:

PLEASE TAKE NOTICE that moneys due or to become due to SouthRail Corporation (the "Debtor") under the contract described above have been assigned to Deposit Guaranty National Bank (the "Agent"), as agent for itself and certain lenders (the "Lenders") as security for certain obligations of the Debtor to the Lenders, as described more particularly in a Security Agreement (a true and correct copy of which is attached hereto), dated as of December 29, 1989 and amended and restated as of April \_\_, 1991, as in effect from time to time. This notice is given pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. §3727).

Payments due or to become due to the Debtor under the contract described above should continue to be made to the Debtor until you receive written notice from the Agent directing that such payments be made to another party.

Please return to the undersigned (in the enclosed, self-addressed stamped envelope) the enclosed extra copy of this notice with appropriate notations showing the date and hour of receipt and duly signed by the person acknowledging receipt on behalf of the addressee.

Very truly yours,

DEPOSIT GUARANTY NATIONAL BANK,  
as agent  
for the secured parties  
under that certain  
Security Agreement  
dated as of December 29,  
1989 and amended and  
restated as of  
April \_\_, 1991

By: \_\_\_\_\_  
Authorized Official  
100 Federal Street  
Boston, MA 02110

IRREVOCABLY ACKNOWLEDGED AND  
AGREED TO:

SOUTHRAIL CORPORATION

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGMENT OF RECEIPT

Receipt of the above notice and a copy of the Security Agreement described above is hereby acknowledged. These were received at \_\_\_\_ a.m./p.m. on \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
Signature

On Behalf of: [Name and Title of  
Addressee of Notice]

Schedule I

FILE: SRMOFWEQ  
 DISK: GAJE0391

25-Mar-91  
 06:49

SOUTHRAIL CORP. MAINTENANCE OF WAY EQUIPMENT OWNED:

NO.	TYPE	COMPANY #	MAKE	MODEL #	SERIAL #
1	TAMPER	CTJ 104	CANRON	EAJD	657077
1	TAMPER	CTJ 105	CANRON	EAJ	NONE
1	TAMPER	CTJ 101	CANRON	EAJ	676648
1	TAMPER	CTJ 102	CANRON	EAJD	677178
1	TAMPER	CTJ 103	CANRON	EAJG	676286
1	TAMPER	MT 127	CANRON	MARK II SWT.	1074647
1	TAMPER	NONE	CANRON	MARK II	NONE
1	TAMPER	NONE	CANRON	MARK IV	68785
1	TAMPER	17- 3182	CANRON	MARK II	1076699
1	REGULATOR	KBR 101	KERSHAW	26-1-12	28-1137
1	REGULATOR	KBR 102	KERSHAW	26-1-12	26-1185
1	REGULATOR	KBR 104	KERSHAW	26-1-12	26-7-15
1	REGULATOR	KBR 103	KERSHAW	26-2	21-1231
1	BURRO CRANE	BC 101	TACU	TACU	90306
1	TRUCK CRANE	NONE	BANTAM	T626	300
1	PILE DRIVER	MSRC 2590	OHIO	DE-600	5080
1	TIE CRANE	RTW 101	FAIRMONT	RTW-B	1007
1	TIE CRANE	TH 102	JACKSON	950	135575
1	TIE CRANE	TH 104	JACKSON	950	NONE
1	TIE CRANE	TH 103	KERSHAW	TC-C3	TC 290
1	TIE INJECTOR	KTH 101	KERSHAW	W-90	NONE
1	TIE INJECTOR	KTH 102	KERSHAW	W-90	NONE
1	SCARIFIER	FTBS 101	FAIRMONT	W87-D	233402
1	SCARIFIER	FTBS 102	FAIRMONT	W87-D	NONE
1	SPIKE PULLER	FSP 101	FAIRMONT	W84-N-1	232316
1	SPIKE PULLER	FSP 102	FAIRMONT	W84-N-1	237720
1	SPIKER	TSD 101	FAIRMONT	ZAPPER	NONE
1	SPIKER	TSD 103	FAIRMONT	ZAPPER	NONE
1	TIE SHEARER	FTS 001	FAIRMONT	W 114 C	254172
1	TIE SHEARER	FTS 101	FAIRMONT	W 114 C	NONE
1	BOLT MASTER	NONE	ROTO PANERE	6610	FARR 024645F4
1	BOLT MACHINE	RWM 101	RACO	C	5564
1	BOLT MACHINE	RWM 102	RACO	C	537
1	TRAILER	NONE	JOHN DEERE	2 AXLE	NONE
1	ANCHOR MACHINE	RAM 101	RACINE	FA	676
1	AIR COMPRESSOR	NONE	INGERSOLL RAND	GRB 125	AI25RB58661
1	BRIDGE DERRICK	NONE	FAIRMONT	W 64 A	23362
1	BRIDGE DERRICK	NONE	FAIRMONT	W 64 A	NONE

FILE: SRMOFWED  
 DISK: GAJE0091

25-Mar-91  
 06:49

SOUTHRAIL CORP. MAINTENANCE OF WAY EQUIPMENT OWNED:

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1	TAMPER	MT 127	CANRON	MARK II SWT.	1074647
1	TAMPER	NONE	CANRON	MARK II	NONE
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1	TAMPER	17- 3182	CANRON	MARK II	1076699
1	REGULATOR	KBR 101	KERSHAW	26-1-12	28-1137
1	REGULATOR	KBR 102	KERSHAW	26-1-12	26-1187
1	REGULATOR	KBR 104	KERSHAW	26-1-12	26-7-12
1	REGULATOR	KBR 103	KERSHAW	26-2	21-1231
1	BURRO CRANE	BC 101	TACU	TACU	90306
1	TRUCK CRANE	NONE	BANTAM	T626	302
1	PILE DRIVER	MSRC 2590	OHIO	DE-600	5052
1	TIE CRANE	RTW 101	FAIRMONT	RTW-B	1007
1	TIE CRANE	TH 102	JACKSON	950	135577
1	TIE CRANE	TH 104	JACKSON	950	NONE
1	TIE CRANE	TH 103	KERSHAW	TC-C3	TC 290
1	TIE INJECTOR	KTH 101	KERSHAW	W-90	NONE
1	TIE INJECTOR	KTH 102	KERSHAW	W-90	NONE
1	SCARIFIER	FTBS 101	FAIRMONT	W87-D	233402
1	SCARIFIER	FTBS 102	FAIRMONT	W87-D	NONE
1	SPIKE PULLER	FSP 101	FAIRMONT	W84-N-1	232316
1	SPIKE PULLER	FSP 102	FAIRMONT	W84-N-1	237720
1	SPIKER	TSD 101	FAIRMONT	ZAPPER	NONE
1	SPIKER	TSD 103	FAIRMONT	ZAPPER	NONE
1	TIE SHEARER	FTS 001	FAIRMONT	W 114 C	254172
1	TIE SHEARER	FTS 101	FAIRMONT	W 114 C	NONE
1	BOLT MASTER	NONE	ROTO PANERE	6610	FARR Q24645F4
1	BOLT MACHINE	RWM 101	RACO	C	5564
1	BOLT MACHINE	RWM 102	RACO	C	537
1	TRAILER	NONE	JOHN DEERE	2 AXLE	NONE
1	ANCHOR MACHINE	RAM 101	RACINE	FA	676
1	AIR COMPRESSOR	NONE	INGERSOLL RAND	GRB 125	AI25RB58661
1	BRIDGE DERRICK	NONE	FAIRMONT	W 64 A	23362
1	BRIDGE DERRICK	NONE	FAIRMONT	W 64 A	NONE

REAL PROPERTY OF SOUTHRAIL

the following described

Lands and property situated in the County of Chickasaw and State of Mississippi:  
to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's New Albany District, in the State of Mississippi, County of Chickasaw, extending northerly from a line perpendicular to the centerline of the main track at New Albany District Mile Post CG-274 (Valuation Station 14467+20) North of Woodland, CHICKASAW COUNTY, MISSISSIPPI, on, over and across NW/4 SW/4 and W/2 NW/4 SECTION 12; and W/2 SW/4 and NW/4 SECTION 1; T. 15 S., R. 2 E., CHICKASAW MERIDIAN; E/2 SW/4, NW/4 SE/4 and NE/4 SECTION 36; E/2 E/2 SECTION 25; and E/2 SE/4 SECTION 24; T. 14 S., R. 2 E.; NW/4 SW/4 and NW/4 SECTION 19; E/2 SW/4, NW/4 SE/4 and NE/4 SECTION 18; E/2 SE/4 SECTION 7; W/2 SW/4 and NW/4 SECTION 8; and E/2 W/2 and W/2 E/2 SECTION 5; T. 14 S., R. 3 E.; E/2 W/2 and NW/4 NW/4 SECTION 12; SW/4 and W/2 NE/4 SECTION 29; W/2 W/2 SECTION 20; W/2 SECTION 17; W/2 W/2 SECTION 8; W/2 W/2 SECTION 5; and E/2 E/2 SECTION 6; T. 13 S., R. 3 E.; and, E/2 E/2 SECTION 11; E/2 E/2 SECTION 30; E/2 E/2 SECTION 19; E/2 E/2 SECTION 18; E/2 SECTION 7; and W/2 E/2 SECTION 6; T. 12 S., R. 3 E., CHICKASAW COUNTY, MISSISSIPPI, said property including: New Albany District spur track right-of-way in vicinity of Mile Post CG-282.1 in NW/4 NE/4 Section 5, T. 14 S., R. 3 E., Houston, Chickasaw County, Mississippi, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST) All of the west 100 feet of that 150 foot strip lying west of the New Albany District main track centerline in the W/2 SE/4 Section 5, T. 14 S., R. 3 E., Houston, Chickasaw County, Mississippi. (SECOND) All of the East 100 feet of that 150 foot strip lying East of the New Albany District main track centerline in the NW/4 SE/4 and SW/4 NE/4 Section 5, T. 14 S., R. 3 E., Houston, Chickasaw County, Mississippi, and lying South of the North line of the South 160 feet said SW/4 NE/4 Section 5. (THIRD) All of the East 100 feet of that 150 foot strip lying East of the New Albany District main track in the W/2 NE/4 Section 5, T. 14 S., R. 3 E., Houston, Chickasaw County, Mississippi, and lying South of the South line of the Mississippi State Hwy. 18 and North of the South line of Lot 71, Griffin Survey. (FOURTH) All of the West 100 feet of that 150 foot wide strip lying west of the New Albany District main track in the W/2 NE/4 Section 5, T. 14 S., R. 3 E., Houston, Chickasaw County, Mississippi, and lying South of the South line of Mississippi State Hwy. 18 and North of the North line of property conveyed to J.E. Tabb and described in correction deed dated 10-7-1983.

(FIFTH) All of that 0.07 acre tract situated in the W/2 W/2 NE/4 Section 5, T. 14 S., R. 3 E., Houston, Chickasaw County, Mississippi, acquired from W.P. Hickman 12-22-1904, recorded Book 81/page 85. (SIXTH) All of that 0.22 acre tract situated in E/2 E/2 NW/4 Section 5, T. 14 S., R. 3 E., Houston, Chickasaw County, Mississippi, acquired from Martha Barton, et al. 3-31-1903, recorded Book 81/page 117. (SEVENTH) All of the west 100 feet of that 150 foot strip lying west of the New Albany District main track centerline in the SE/4 NE/4 Section 18, T. 12 S., R. 3 E., New Houka, Chickasaw County, Mississippi, and lying South of the South line of the that 100' X 450' tract conveyed to the Houka Development Association 5-4-1961, North of the North line of Route 12, and west of a line parallel and/or concentric with and 10 feet normally distant westerly from the centerline of New Albany District track ICC #8. (EIGHTH) All of the East 50 feet of that 100 foot strip lying East of the New Albany District main track centerline in the SE/4 NE/4 and NE/4 SE/4 Section 18, T. 12 S., R. 3 E., New Houka, Chickasaw County, Mississippi.

the following described land

and property situated in the County of Pontotoc and State of Mississippi to wit

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's New Albany District, in the State of Mississippi, County of Pontotoc, extending northerly on, over and across W/2 E/2 SECTION 31; W/2 E/2 SECTION 30; W/2 E/2 E/2 NW/4 SECTION 19; W/2 SE/4 and E/2 W/2 SECTION 18; E/2 W/2 SECTION 7; and E W/2 SECTION 6; T. 11 S., R. 3 E.; E/2 W/2 and W/2 NW/4 SECTION 31; E/2 W/2 SECTION 30; E/2 W/2 and W/2 NE/4 SECTION 19; W/2 SE/4 and NE/4 SECTION 18; SE/4 SE/4 SECTION 7; SW/4, SE/4 NW/4 and NE/4 SECTION 8; W/2 W/2 SECTION 4; and SE/4 SE/4 E/2 NE/4 and NW/4 SECTION 5; T. 10 S., R. 3 E.; S/2 and W/2 NW/4 SECTION 12; NE/4 NE/4 SECTION 31; E/2 E/2 SECTION 30; NW/4 NW/4 SECTION 29; SW/4, NW/4 SE/4, W/2 NE/4 and E/2 NW/4 SECTION 20; SW/4 and W/2 NW/4 SECTION 17; NE/4 NE/4 SECTION E/2 E/2 SECTION 7; W/2 W/2 SECTION 8; and E/2 SE/4 and NE/4 SECTION 6; T. 9 S., R. 3 E.; and, W/2 E/2 and E/2 NW/4 SECTION 11; E/2 W/2 and W/2 NE/4 SECTION 30; and SE/4, NE/4 NW/4 and NW/4 SECTION 19; T. 8 S., R. 3 E., PONTOTOC COUNTY, MISSISSIPPI, said property including: New Albany District Industry Spur Track right-of-way South of Mile Post CG-308 in W/2 W/2 Section 32, T. 9 S., R. 3 E. and NW/4 Sec: 5, T. 10 S., R. 3 E., Pontotoc, Pontotoc County, Mississippi; LESS AND EXCEPT THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - All of the West 100 feet and 150 foot strip lying West of the New Albany District main track centerline in the NW/4 Section 31, T. 10 S., R. 3 E., Algona, Pontotoc County, Mississippi. SECOND - All of the East 50 feet of that 100 foot strip lying East of the New Albany District main track centerline in the E/2 NW/4 Section 11, T. 10 S., R. 3 E., Algona, Pontotoc County, Mississippi. THIRD - All of the "Gray" Reservoir property situated in the SW/4 Section 7, T. 10 S., R. 3 E., Pontotoc County, Mississippi, as acquired from: A.S. Nisbet (2.67 acres) 10-4-1910, recorded Book 100/page 521; W.A. Cruse (1.33 acres) 8-2-1910, recorded Book 100/page 495; and H.W. Wordlaw (7.02 acres) 2-15-1943, recorded Book 222/page 401. FOURTH - All of the New Albany District "Sand Pit" tract situated SE of the 100 foot wide rail right-of-way in the NW/4 NW/4 Section 29, T. 9 S., R. 3 E., Pontotoc County, Mississippi, said tract irregular in shape contains approximately 5.75 acres. FIFTH - All of the West 50 feet of that 100 foot strip lying West of the centerline of the New Albany District main track in the E/2 NW/4 and W/2 NE/4 Section 11, T. 8 S., R. 3 E., Itru, Pontotoc County, Mississippi, lying North of the North line of that parcel conveyed to New Creations, Inc. 3-9-1978. SIXTH - All that part of East 100 feet of that 150 foot strip lying East of the New Albany District main track centerline in the W/2 NE/4 Section 11, T. 8 S., R. 3 E., Itru, Pontotoc County, Mississippi, lying East of the following described line: From the point where the East line of the original 100 foot wide railroad right-of-way intersects the North line said Section 11, run southerly along said East line 475 feet, more or less, to a property corner and the POINT OF BEGINNING; thence continuing southerly along said East line 230 feet to a point; thence easterly at a right angle to the last described course 30 feet, more or less, to a line parallel and concentric with and 20 feet normally distant easterly from centerline New Albany District Track ICC #2; thence southerly along said parallel and/or concentric 375 feet, more or less, to aforesaid East line original 100 foot right-of-way; thence southerly along said East line 670 feet, more or less, to property corner

The following described lands  
and property situated in the County of Union and State of Mississippi to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's New Albany District, in the State of Mississippi, County of Union, extending on, over and across W/2 SW/4 and SW/4 NW/4 SECTION 18; T. 8 S., R. 3 E.; E/2 NE/4 SECTION 13; E/2 SE/4 and NE/4 SECTION 12; and W/2 E/2 SECTION 1; T. 8 S., R. 3 E.; W/2 E/2 SECTION 36; W/2 E/2 SECTION 25; and SE/4 and SW/4 NE/4 SECTION 24; T. 7 S., R. 3 E.; NW/4 SW/4 and NW/4 SECTION 19; SE/4 SW/4 and E/2 SECTION 18; SW/4 SE/4 SECTION 7 SW/4, E/2 NW/4 and NW/4 NE/4 SECTION 8; and W/2 SE/4 and NE/4 SECTION 5; T. 7 S., R. 3 E.; and, SE/4 SECTION 12; NW/4 SW/4 and NW/4 SECTION 13; E/2 W/2 SECTION 28; E/2 W/2 and W/2 NE/4 SECTION 21; W/2 SE/4 and E/2 W/2 SECTION 16; SW/4 and W/2 SECTION 9; NE/4 NE/4 SECTION 8; and, E/2 SE/4 and NE/4 SECTION 5; T. 6 S., R. 3 UNION COUNTY, MISSISSIPPI, said property including: (A) New Albany District main track right-of-way in vicinity of Mile Post CG-324.5; in W/2 SW/4 Section 8, T. 7 S., R. 3 E., New Albany, Union County, Mississippi; (B) A 20' wide trackage easement, 10' each side of centerline of New Albany District Tract ICC #7, South of 2.66 acre parcel conveyed to Union Grocery Co., Inc. 6-3-1975, vicinity Mile Post CG-324.7 in W/2 SW/4 Section 8, T. 7 S., R. 3 E., New Albany, Union County, Mississippi; LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - that portion of that 400 foot tract lying West of New Albany District main track centerline in W/2 SW/4 Section 8, T. 7 S., R. 3 E., New Albany, Union County, Mississippi, lying South of the South line of 2.66 acre parcel conveyed to Union Grocery Company, Inc. 6-3-1975; North of North line of 4.09 acre parcel conveyed Morris Scrap Metal, Inc. 1-25-1980; and West of line parallel and/or concentric with and 10 feet normally distant westerly from centerline New Albany District Tract ICC #3. Subject to 20 foot trackage easement for New Albany District Tract ICC #7, said easement hereinabove described and conveyed as item (B). SECOND - that portion of that 700 foot strip lying West of the New Albany District main track centerline in the E/2 SW/4 Section 8, T. 7 S., R. 3 E., New Albany, Union County, Mississippi, lying South of the North line of King Street; North of the North line of that 2.66 acre parcel conveyed to Union Grocery Company, Inc. 6-3-1975 and West of a line described as follows: Begin at a point on the North line of King Street 10 feet normally distant westerly from the centerline of New Albany District westernmost track, and run southerly parallel and/or concentric with it centerline of said westernmost track 375 feet; thence easterly parallel with said North line of King Street 15 feet, more or less, to a line parallel and/or concentric with and 10 feet normally distant easterly from the centerline of New Albany District Tract ICC #7; thence southerly along the last said parallel and/or concentric line 230 feet, more or less, to the Northeast corner of the aforesaid parcel conveyed to Union Grocery Company, Inc. 6-3-1975. THIRD - All that portion of that 125 foot strip lying East of the New Albany District main track centerline in the NW/4 NE/4 Section 8, T. 7 S., R. 3 E., New Albany, Union County, Mississippi, lying South of a line parallel with and 60 feet normally distant southerly from the South line of Cleveland Street; North of the North right-of-way line of the Burlington Northern Railroad Company; and East of a line parallel with and 10 feet normally distant easterly from the centerline of New Albany District Tract ICC #21. FOURTH - All of the remaining New Albany District industrial property situated in the South 671.6 feet SW/4 NE/4 and NW/4 SE/4 Section 28, T. 6 S., R. 3 E.; Union County, Mississippi, that lies East of the East line of Mississippi Bay. #15.

the following described

lands and property situated in the County of Tippah and State of Mississippi ::

wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's New Albany District, in the State of Mississippi, County of Tippah, extending on, over and across W/2 SE/4, SW/4 NE/4 and E/2 NW/4 SECTION 32; SW/4 and W/2 NW/4 SECTION 29; NE/4 NE/4 SECTION 30; E/2 SE/4 and NE/4 SECTION 19; W/2 E/2 SECTION 18; E/2 W/2 and W/2 E/2 SECTION 7; SE/4 SW/4, SE/4 and SE/4 NE/4 SECTION 6; and NW/4 SECTION 5; T. 5 S., R. 3 E; SE/4 SW/4 and SE/4 SECTION 12; NW/4 SW/4 and N/2 SECTION 33; SE/4 SE/4 SECTION 28; SW/4, NW/4 SE/4 and NE/4 SECTION 27; NW/4, NW/4 SECTION 26; SW/4, NW/4 SE/4 and NE/4 SECTION 23; E/2 SE/4 and SE/4 NE/4 SECTION 14; W/2 NW/4 SECTION 13; SW/4, E/2 NW/4 and NW/4 NE/4 SECTION 12; and SE/4 and SE/4 NE/4 SECTION 1; T. 4 S., R. 3 E; W/2 NW/4 SECTION 6; T. 4 S., R. 4 E; SW/4 and E/2 NW/4 SECTION 31; E/2 SW/4 and NW/4 SECTION 30; SW/4 and W/2 NW/4 SECTION 19; and W/2 SW/4 and SW/4 NW/4 SECTION 18; T. 3 S., R. 4 E; NE/4 SECTION 13; E/2 SECTION 12; and E/2 SE/4 SECTION 1; T. 3 S., R. 3 E; W/2 SW/4, NW/4 and W/2 NE/4 SECTION 6; T. 3 S., R. 4 E; W/2 SE/4 and NE/4 SECTION 31; E/2 E/2 SECTION 30; W/2 NW/4 SECTION 29; W/2 SECTION 20; E/2 SW/4, W/2 SE/4 and NE/4 SECTION 17; SE/4 and E/2 NE/4 SECTION 8; W/2 NE/4 SECTION 9; and E/2 SE/4 and NE/4 SECTION 5; T. 2 S., R. 4 E; and, W/2 SE/4 and NE/4 SECTION 32; W/2 W/2 SECTION 29; E/2 E/2 SECTION 20; W/2 W/2 SECTION 21; E/2 SE/4 SECTION 17; and W/2 SW/4 SECTION 21; T. 1 S., R. 4 E; TIPPAH COUNTY, MISSISSIPPI, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST-All of the East 66 feet of that 116 foot strip lying East of the New Albany District main track centerline in the N/2 SW/4 Section 20, T. 2 S., R. 4 E, Tippah County, Mississippi. AND, SECOND-All of that 156' X 300' tract lying East of a line parallel with and 50 feet from the centerline of the New Albany District main track in the NW/4 NW/4 Section 21, T. 1 S., R. 4 E, Brownfield, Tippah County, Mississippi, as acquired from A.L. Gaclin.

the following described

lands and property situated in the County of Hardeman and State of Tennessee to  
wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's New Albany District, in the State of Tennessee, County of Hardeman, All of the right-of-way and property of the Illinois Central Gulf Railroad Company's New Albany District extending over and across SE portion HARDEMAN COUNTY, TENNESSEE from a point on the Mississippi-Tennessee State line; to the South line of the right-of-way of the Southern Railway in the vicinity of New Albany District Mile Post CG-368.5 at Middleton, Hardeman County, Tennessee; said property including: New Albany District spur track right-of-way in vicinity of Mile Post CG-366.8 in SE portion Hardeman County, Tennessee.

Being a portion of that property conveyed by the Gulf, Mobile and Ohio Railroad Company to Illinois Central Gulf Railroad Company by deed dated August 10, 1972, recorded in Book C-9, page 177, Hardeman County, Tennessee.

the following described

lands and property situated in the County of Mobile and State of Alabama to  
wit:

A strip of land of varying widths, hereto operated by the Illinois Central C. Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company Mobile District, in the State of Alabama, County of Mobile, All of the right-of-way and property of the Illinois Central Gulf Railroad Company extending northerly from the North right-of-way line of Interstate 65 at Mile Post MM-4.7, PRICHARD, MOBILE COUNTY, ALABAMA, on, over and across NE/4 NW/4 SECTION 12; SW/4 SECTION 29; NE/4 SE/4, NE/4 and NE/4 NW/4 SECTION 30; and SW SECTION 19; T. 3 S., R. 1 W., ST. STEPHEN'S MERIDIAN; NE/4 SE/4, NE/4 and NE/4 NW/4 SECTION 24; SW/4 SECTION 13; NE/4 SE/4 and E/2 NE/4 SECTION 14; E/2 SECTION 11; E/2 SE/4, NE/4 SW/4 and NW/4 SECTION 2; and NE/4 NE/4 SECTION 3; T. 3 S., R. 2W; SE/4, W/2 NE/4 and E/2 NW/4 SECTION 34; SW/4 and SW/4 NW/4 SECTION 27; NE/4 SECTION 28; W/2 E/2 SECTION 21; SW/4 SE/4, E/2 SW/4 and NW/4 SECTION 16; W/2 SW/4 and SW/4 NW/4 SECTION 9; E/2 NE/4 SECTION 8; and E/2 E/2 SECTION 5; T. 2 S., R. 2 W; E/2 SECTION 12; SE/4, NE/4 SW/4, SW/4 NE/4 and NW/4 SECTION 29; SW/4 SW/4 SECTION 20; E/2 SE/4, E/2 NE/4 and NW/4 SECTION 19; and SW/4 SW SECTION 18; T. 1 S., R. 2 W; SE/4 and W/2 NE/4 SECTION 13; SW/4 SE/4, E/2 W/2 and W/2 NE/4 SECTION 12; and W/2 E/2 SECTION 1, T. 1 S., R. 3 W; E/2 SE/4 SECTION 36; T. 1 N., R. 3 W; NW/4 SW/4, NW/4 and NW/4 NE/4 SECTION 31; SE/4 and SE/4 NE/4 SECTION 30; W/2 NE/4 SECTION 29; W/2 SECTION 20; NE/4 NE/4 SECTION 19; and SE/4, W/2 SW/4 and W/2 NW/4 SECTION 18; T. 1 N., R. 2 W; E/2 NE/4 SECTION 13; SE/4 and W/2 NE/4 SECTION 12; and W/2 SE/4 and NE/4 SECTION 1; T. N., R. 3 W; W/2 W/2 SECTION 11; T. 2 N., R. 2 W; AND, E/2 E/2 SECTION 36; SE/4 SW/4 NE/4 and E/2 NW/4 SECTION 29; E/2 W/2 SECTION 24; and E/2 SW/4, E/2 NW/4 and W/2 NE/4 SECTION 13; T. 2 N., R. 3 W; MOBILE COUNTY, ALABAMA LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - That part of the NW/4 SW/4 Section 29 and NE/4 SE/4 and SE/4 NE/4 Section 30, T. 3 S., R. 1 W, Prichard, Mobile County, Alabama, described as follows: Begin at a property corner in the Southwest line of Car Street 70 feet southeasterly from the Southwest extension of the Southeast line of Mason Street, and run southeasterly perpendicular to said Southwest line of Car Street 150 feet to a point 50 feet perpendicularly distant northeasterly from the Mobile District main track centerline; thence northeasterly parallel with said main track centerline 290 feet; thence northeasterly in a straight line to a point 100 feet perpendicularly distant northeasterly from said main track centerline and 500 feet perpendicularly distant northeasterly from the aforesaid Southwest extension of the Southeast line of Mason Street; thence northeasterly parallel with said main track centerline to the centerline of Watley Branch; thence northeasterly along said Watley Branch centerline to said Southwest line of C. Street; thence southeasterly along said Southwest line of Car Street to return to the point of beginning. SECOND - All of Lot 34 being a rectangular shaped parcel fronting 315 feet on the South line of Church Street and 450 feet on the West line of School Street in the SW/4 NE/4 and NW/4 SE/4 Section 28, T. 2 S., R. 2 W, Mobile County, Alabama.

THIRD - All of Lots 10, 11 and 12 South of Station Street, and all of Lots 7, 12, 13 and 14 North of Station Street, all lying East of a line parallel and concentric with and 100 feet normally distant easterly from the Mobile District main track centerline in the E/2 NE/4 Section 12, T. 1 S., R. 2 W, Chunchula, Mobile County, Alabama. FOURTH - All of a 1.4847 acre tract situated in NE/2 SW/4 NE/4 Section 35, T. 1 S., R. 2 W., St. Stephen's Meridian, Mobile County Alabama, as acquired from the International Paper Company 6-18-1968, recorded Book 840-page 923.

the following descr. and

lands and property situated in the County of Washington and State of Alabama :

wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Mobile District, in the State of Mississippi, County of Washington, extending on, over and across SW/4 SE/4 and S/2 SW/4 SECTION 12; SE/4, N/2 SW/4 and S/2 NW/4 SECTION 11; NE/4 SECTION 10; W/2 SE/4, NE/4 SW/4 and NW/4 SECTION 3; and N/2 NE/4 SECTION 4; T. 2 N., R. 3 W; SE/4, NE/4 SW/4 and NW/4 SECTION 33; SW/4 SW/4 SECTION 28; E/2 SE/4, NE/4 and NE/4 NW/4 SECTION 29; SW/4 and W/2 NW/4 SECTION 20; E/2 NE/4 SECTION 19; SE/4, W/2 NE/4 and NE/4 NW/4 SECTION 18; SW/4 and W/2 NW/4 SECTION 7; and SW/4 SW/4 SECTION 6; T. 3 N., R. 3 W; E/2 SE/4 and NE/4 SECTION 1; T. 3 N., R. 4 W; SW/4 SE/4, SW/4 and SW/4 NW/4 SECTION 36; NE/4 SECTION 35; SW/4 SE/4 and SW/4 SECTION 26; N/2 SE/4, SW/4 NE/4 and S/2 NW/4 SECTION 27; NE/4 SECTION 28; SW/4 SE/4, SW/4 and SW/4 NW/4 SECTION 21; NE/4 SE/4 and E/2 NE/4 SECTION 20; E/2 E/2 SECTION 17; E/2 SECTION 8; SW/4 SE/4, SW/4 and W/2 NW/4 SECTION 5; and NE/4 NE/4 SECTION 6; T. 4 N., R. 4 W; SE/4, SW/4 NE/4 and NW/4 SECTION 31; W/2 SW/4 and NW/4 SECTION 30; E/2 SW/4 and NW/4 SECTION 19; and W/2 SW/4 and SW/4 NW/4 SECTION 18; T. 5 N., R. 4 W; AND, NE/4 SECTION 13; SE/4, NE/4 SW/4 and NW/4 SECTION 12; T. 5 N., R. 5 W; WASHINGTON COUNTY, ALABAMA, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - That part of the SW/4 SE/4 Section 21 and N/2 NE/4 Section 28, T. 4 N., R. 4 W; Escatawa, Washington County, Alabama, described as follows: begin at the intersection of the Southwest line of Turner Street with the West line of said SW/4 SE/4 Section 21, and run southeasterly along said Southwest line of Turner Street 150 feet; thence southwesterly at a right angle to the last described course 162 feet; thence southeasterly at a right angle to the last described course 125 feet; thence southwesterly at a right angle to the last described course to a point 150 feet normally distant northeasterly from the Mobile District main track centerline; thence southeasterly parallel and/or concentric with said main track centerline to a line parallel with and 140 feet normally distant southeasterly from the Southeast line of Leak Street; thence southwesterly along the last said parallel line to a point 50 feet normally distant northeasterly from said main track centerline; thence northwesterly parallel and/or concentric with said main track centerline to the aforesaid West line SW/4 SE/4 Section 21; thence North along said West line to return to the point of beginning. SECOND - That part of the SW/4 SE/4 Section 21 and N/2 NE/4 Section 28, T. 4 N., R. 4 W, Escatawa, Washington County, Alabama, described as follows: begin at a point in the West line of said N/2 NE/4 Section 28, 150 feet normally distant southwesterly from the Mobile District main track centerline, and run southeasterly parallel with the Northeast line of Mainright Street to a point in a line parallel with and 140 feet normally distant southeasterly from the Southeast line of Leak Street; thence northeasterly along the last said parallel line to a point 50 feet normally distant southwesterly from said main track centerline; thence northwesterly parallel and/or concentric with said main track centerline, to the West line said SW/4 SE/4 Section 21; thence South to return to the point of beginning.

THIRD - A rectangular shaped parcel situated in the NW/4 SW/4 Section 5, T. 4 N., R. 4 W, Fruitdale, Washington County, Alabama, said parcel fronts 177.8 feet on the East line of Bridge Street, 177.8 feet on the west line of Niccock Street, and lies southerly of and adjacent to a line parallel with and 152.2 feet normally distant southerly from the South line of Central Avenue.

nd

the following described

PPI to

lands and property situated in the County of Greene and State of Mississippi to

wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Mobile District, in the State of Mississippi, County of Greene, extending on, over and across NW/4 NW/4 SECTION 12; NE/4 NE/4 SECTION 11; SE/4, N/2 SW/4 and SW/4 NW/4 SECTION 2; and NE/4 SECTION 3; T. 5 N., R. 5 W, GREENE COUNTY, MISSISSIPPI, said property including: (A) A 20' wide trackage easement, 10' either side of the centerline of Mobile District spur track ICC #2A right-of-way at Mile Post #42.48 in NW/4 NE/4 Section 3, T. 5 N., R. 5 W, State Line, Greene County, Mississippi, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - That part of a 210 foot strip lying East of the Mobile District main track centerline in the NW/4 NE/4 Section 3, T. 5 N., R. 5 W, State Line, Greene County, Mississippi, that lies East of a line parallel and/or concentric with and 70 feet normally distant easterly from the centerline of Track ICC #1 and North of the centerline of St. Peter Street. SECOND - The West 185 feet of that 210 foot wide strip lying West of the Mobile District main track centerline in the NW/4 NE/4 Section 3, T. 5 N., R. 5 W, State Line, Greene County, Mississippi, that lies North of the South line of St. Charles Street. Subject to a 20 foot wide trackage easement for track ICC #2A, said easement hereinabove described and conveyed as item (A).

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fully distant northeasterly from said main track centerline to a line parallel with an 400 feet northeasterly from said Northwest line of Sumner Street; thence continuing northeasterly said parcel 239.5 feet wide lying northeasterly of and adjacent to a line parallel with and 18 feet normally distant northeasterly from said main track centerline to a line parallel with an 499 feet northeasterly from said Northwest line of Sumner Street. SIXTH-All the Northeast 125 feet of that 150 foot strip lying northeasterly of the Mobile District main track centerline in the NW/4 SE/4 Section 12, T. 8 N., R. 7 W, Waynesboro, Wayne County, Mississippi, extending northeasterly from the Southeast line of South Street to the Southeast line extended of that parcel conveyed to News Publishing Company 12-13-1972. SEVENTH-All of the Southwest 125 feet of that 150 foot strip lying southwesterly of the Mobile District main track centerline in the E/2 W/2 and W/2 E/2 Section 12, T. 8 N., R. 7 W, Waynesboro, Wayne County, Mississippi, extending northeasterly from the centerline of Wayne Street to the centerline of Azalea Drive. EIGHTH-That part of the W/2 E/2 Section 12, T. 8 N., R. 7 W., Waynesboro, Wayne County, Mississippi, described as a 125 foot parcel lying northeasterly of and adjacent to a line parallel with and 25 feet normally distant northeasterly from the Mobile District main track centerline and extending northeasterly from the centerline of Wayne Street to a line parallel and 280 feet normally distant northeasterly from the Northwest line of said Wayne Street. NINTH-All of the Northeast 125 feet of that 150 foot strip lying northeasterly of the Mobile District main track centerline in the SE/4 NW/4 Section 12, T. 8 N., R. 7 W, Waynesboro, Wayne County, Mississippi, and extending southeasterly from the centerline of Court Street to the Northwest line of property conveyed to Keith Stanley and Kevin Stanley by correction deed dated 7-1-1981. TENTH-All of the West 100 feet of that 150 foot wide strip lying West of the Mobile District main track centerline in the NE/4 SW/4 Section 14, T. 9 N., R. 7 W, Saico, Wayne County, Mississippi.

the following described

lands and property situated in the County of Clarke and State of Mississippi:

to-wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Mobile District, in the State of Mississippi, County of Clarke, extending on, over and across E/2 SECTION 9; and W/2 SE/4, E/2 SW/4 and NW/4 SECTION 4; T. 10 N., R. 7 W; W/2 W/2 SECTION 11; T. 1 N., R. 16 E, CHOCTAW MERIDIAN; E/2 NE/4 SECTION 16; E/2 E/2 and SW/4 NE/4 SECTION 25; E/2 SECTION 24; W/2 E/2 SECTION 13; W/2 E/2 SECTION 12; and W/2 E/2 and E/2 NW/4 SECTION 1; T. 1 N., R. 15 E; W/2 E/2 and NE/4 NW/4 SECTION 16; SW/4 SE/4, SW/4 and W/2 NW/4 SECTION 25; W/2 W/2 SECTION 24; E/2 NE/4 SECTION 23; E/2 E/2 and NW/4 NE/4 SECTION 14; SE/4 SE/4 and W/2 E/2 SECTION 11; and W/2 E/2 SECTION 2; T. 2 N., R. 15 E; SW/4 SE/4 and W/2 SECTION 35; NE/4 NE/4 SECTION 34; SE/4, SW/4 NE/4 and E/2 NW/4 SECTION 27; SW/4 SECTION 22; NE/4 SE/4 and NE/4 SECTION 21; W/2 SE/4, E/2 SW/4 and NW/4 SECTION 16; SW/4 SW/4 SECTION 9; E/2 and NE/4 NW/4 SECTION 8; W/2 SECTION 5; and NE/4 NE/4 SECTION 6; T. 3 N., R. 15 E; SE/4, NE/4 SW/4 and NW/4 SECTION 31; and W/2 W/2 SECTION 30; T. 4 N., R. 15 E; NE/4 NE/4 SECTION 25; and E/2 E/2 SECTION 24; T. 4 N., R. 14 E; AND, NW/4 NW/4 SECTION 19; SW/4, NW/4 SE/4 and NE/4 SECTION 18; SE/4 SE/4 SECTION 7; SW/4, SE/4 SW/4 and NE/4 SECTION 8; SE/4 SE/4 SECTION 5; and SW/4, W/2 E/2 and E/2 NW/4 SECTION 4; T. 4 N., R. 15 E, CLARKE COUNTY, MISSISSIPPI said property including: (A) Mobile District spur track ICC #38-B right-of-way at Mile Post MP-99.4 in NE/4 Section 25, T. 1 N., R. 15 E, Clarke County, Mississippi; (B) Spur track right-of-way at Mile Post MP-109.5 and Mile Post MP-109.6 in N/2 SE/4 and SW/4 NE/4 Section 2, T. 2 N., R. 15 E, Quitman, Clarke County, Mississippi; (C) Spur track right-of-way at Mile Post MP-110.5 in W/2 Section 35, T. 3 N., R. 15 E, Clarke County, Mississippi; AND (D) Spur track right-of-way at MP MP-116.60 in NW/4 SW/4 and NW/4 Section 5, T. 3 N., R. 15 E. Stonewall, Clarke County, Mississippi; LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - All the East 125 feet of that 150 foot wide strip lying East of the Mobile District main track centerline in the SW/4 SE/4 Section 4, T. 10 N., R. 7 W, Shubuta, Clarke County, Mississippi, and extending northerly from the North line of South Street to the centerline of Shubuta Street. SECOND - All that part of the West 100 feet of East 150 foot wide strip lying West of the Mobile District main track centerline in the E/2 SW/4 and W/2 SE/4 Section 4, T. 10 N., R. 7 W, Shubuta, Clarke County, Mississippi, extending northerly from the centerline of Uorta Street to the South line of North Street, and lying West of a line parallel and/or concentric with and 10 feet normally distant westerly from the centerline of Track ICC #34. THIRD - Lots 1 and 4, Block 55 and Lots 2 and 3, Block 54, NE/4 SW/4 Section 4, T. 10 N., R. 7 W, Shubuta, Clarke County, Mississippi. FOURTH - All the West 125 feet of that 175 foot strip lying West of the Mobile District main track centerline in the W/2 E/2 Section 16, T. 2 N., R. 15 E, DeSoto, Clarke County, Mississippi, extending northerly from the North line of Tallahala Street to the South line of Jasper Street. FIFTH - All of the East 95 feet of that 145 foot strip lying East of the Mobile District main track centerline in the W/2 E/2 Section 16, T. 2 N., R. 15 E., DeSoto, Clarke County Mississippi, extending northerly from the North line of Tallahala Street to the South line of Jasper Street.

SIXTH - All of that 1.19 acre tract acquired from A.I. Jones 6-21-1900, recorded Book "CO"/page 119, and all of the 2.06 acre tract acquired from A.I. Jones 7-30-1902, recorded Book "MH"/page 30; said tracts lying East of the original Mobile District 100 foot wide right-of-way in the E/2 SW/4 Section 25, T. 2 N., R. 15 E, Clarke County, Mississippi. SEVENTH - All of the "Micro-wave Tower" tract lying West of the original 100 foot wide Mobile District right-of-way in the SW/4 SW/4 Section 24, T. 2 N., R. 15 E, Clarke County, Mississippi. EIGHTH - All the East 50 feet of that 220 foot strip lying East of the Mobile District main track centerline in the W/2 SE/4 Section 2, T. 2 N., R. 15 E, Quitman, Clarke County, Mississippi, and extending northerly from the centerline of West Donald Street to the South line of that 27' X 63' tract conveyed to F. Parker 9-13-1976. NINTH - All that part of that 200 foot strip lying West of the Mobile District main track centerline in the W/2 SE/4 Section 2, T. 2 N., R. 15 E, Quitman, Clarke County, Mississippi, extending northerly from the centerline of West Donald Street to the centerline of Gay Street, and lying West of a line parallel and/or concentric with and 15 feet normally distant westerly from the centerline of Track ICC #43D. TENTH - Certain property situated in the E/2 NE/4 Section 24, T. 4 N., R. 14 E, Enterprise, Clarke County, Mississippi, described as all that part of that 27.67 acre tract acquired from E. McCrary 4-28-1853, recorded Book "P"/page 39, lying West of a line parallel and/or concentric with and 25 feet normally distant westerly from the Mobile District main track centerline; lying South of the centerline of Bridge Street; and North of a line radial to a 0°57' curve concave to the East in said main track centerline at Railroad Valuation Station 6332+03. AND, ELEVENTH - Certain property situated in the E/2 NE/4 Section 24, T. 4 N., R. 14 E, Enterprise, Clarke County, Mississippi, described as all that part of that 27.67 acre tract acquired from E. McCrary 4-28-1853, recorded Book "P"/page 39, lying East of a line parallel and/or concentric with and 25 feet normally distant easterly from the Mobile District main track centerline; lying North of a line radial to a 0°57' curve concave to the East in said main track centerline at Railroad Valuation Station 6332+03; and South of a line radial to said 0°57' curve concave to the East in the centerline of main track at Valuation Station 6346+85.

the following described

lands and property situated in the County of Lauderdale and State of  
Mississippi to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Mobile District, in the State of Mississippi, County of Lauderdale, extending on, over and across E/2 W/2 SECTION 13; E/2 SW/4, NW/4 SE/4 and NE/4 SECTION 28; SE/4 and E/2 NE/4 SECTION 21; W/2 NW/4 SECTION 22; W/2 SW/4 and NW/4 SECTION 15; E/2 SW/4, SE/4 NW/4 and W/2 NE/4 SECTION 10; SE/4 and E/2 NE/4 SECTION 3; and W/2 NW/4 SECTION 2; T. 5 N., R. 15 E; AND, SW/4, SE/4 NW/4 and W/2 NE/4 SECTION 35; and S/2 SE/4 SECTION 26; T. 6 N., R. 15 E; to a line perpendicular to the centerline of the Mobile District main track at Mile Post MP-112 in said S/2 SE/4 Section 26, T. 6 N., R. 15 E, LAUDERDALE COUNTY, MISSISSIPPI.

the following described

lands and property situated in the County of Jones and State of Mississippi to  
wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company' Newton District and New Albany Districts, in the State of Mississippi, County of Jones, extending northerly from line perpendicular to the centerline of the main track at Newton District Mile Post CG-110.00 at Laurel, JONES COUNTY, MISSISSIPPI, on, over and across NE/4 NW/4 SECTION 8; and E/2 W/2 and SW/4 SE/ SECTION 5; T. 8 N., R. 11 W., ST. STEPHEN'S MERIDIAN; E/2 W/2 SECTION 12; E/2 W/2 SECTION 29; E/2 W/2 and NW/4 NW/4 SECTION 20; SE/4 SW/4 and W/2 W/2 SECTION 17; W/2 SE/4 SECTION 8; NE/4 SE/4 and NE/4 SECTION 7; and SW/4 SE/4 and W/2 SECTION 6; T. 9 N., R. 11 W; NE/4 NE/4 SECTION 1; T. 9 N., R. 12 W; AND, S/2 and NW/4 SECTION 16; NE/4 NE/4 SECTION 15; and S/2 NW/4 SECTION 26; T. 10 N., R. 12 W; JONES COUNTY, MISSISSIPPI; said property including: (A) Newton District compress spur right-of-way in S/2 SW/4 Section 5 and E/2 SE/4 Section 6, T. 8 N., R. 11 W; and Grantor's Kingston Branch right-of-way situated East of 100 foot wide Newton District right-of-way NE/4 NW/4 Section 12, T. 9 N. R. 11 W, Jones County, Mississippi, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - That part of the SE/4 NW/4 Section 5, T. 8 N., R. 11 W, Jones County, Mississippi, described as follows: Begin at a point on the East line of Walters Avenue 250 feet South from the South line of Stanton Street, and run southerly along said East line of Walters Avenue 385 feet, more or less to a point 424 feet North from the North line of Central Avenue; thence East 115 feet, more or less, to a line parallel and/or concentric with and 10 feet normally distant westerly from the centerline of Newton District Track ICC 124; thence northerly along said parallel and/or concentric line 390 feet, more or less to a property corner; thence westerly along a line perpendicular to said East line of Walters Avenue 125 feet, more or less to return to the point of beginning. SECOND - From the point where a line that lies parallel with and 12 feet normally distant easterly from the centerline of Newton District Track #30 intersects the South line of Fifth Street, run southerly along said parallel line, 180 feet to the POINT OF BEGINNING; thence easterly parallel with said South line of Fifth Street 130 feet, more or less to the West line of Cross Street; thence southerly along said West line of Cross Street, parallel and/or concentric with and 200 feet normally distant easterly from the centerline of the Newton District main track 1435 feet, more or less to the North line of First Street; thence westerly along said North line of First Street 110 feet, more or less to a line parallel and/or concentric with and 8.5 feet normally distant easterly from centerline of Newton District Track ICC 123; thence northerly along the last said parallel and/or concentric line 965 feet, more or less to North line E. Third Street extended; thence East along last said North line 30 feet, more or less, to aforesaid line parallel with and 12 feet easterly from centerline Track ICC #30; thence northerly along said parallel line 450 feet, more or less to return to the point of beginning; situated in E/2 NW/4 Section 5, T. 8 N., R. 11 W, Jones County, Mississippi. THIRD - Begin at intersection of West line Cross

Street and North line Fifth Street, and run westerly along said North line 135 feet, more or less, to a line parallel with and 50 feet normally distant easterly from centerline Newton District main track; thence northerly along said parallel line, 290 feet, more or less, to property corner 75 feet South from South line highway; thence easterly 170 feet, more or less, to property corner in said West line of Cross Street 100 feet South from said South highway line; thence southerly along said West line Cross Street 150 feet, more or less, to return to the point of beginning; situated in NE/4 NW/4 Section 5, T. 8 N. R. 11 W., Jones County, Mississippi. FOURTH - That property situated in the SE/4 NW/4 Section 32, T. 9 N., R. 11 W, Jones County, Mississippi, lying South of 50 foot wide 13th Street; West of the 200 foot wide right-of-way of the Southern Railroad; North of that 0.06 acre triangular tract conveyed by the GMSO Land Company to E.A.B. Harper, et al, by correction deed dated March 25, 1954; and East of that 7.31 acre tract of land conveyed by the GMSO Land Company to Woodall Industries, Inc. March 24, 1947. FIFTH - All of Grantor's Kingston Branch right-of-way situated West of the 100 foot wide Newton District right-of-way in the N/2 NW/4 Section 32, T. 9 N., R. 11 W, Jones County, Mississippi.

the following described land

and property situated in the County of Jasper and State of Mississippi to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Newton District and New Albany Districts, in the State of Mississippi, County of Jasper extending on, over and across N/2 NW/4 SECTION 26; W/2 W/2 SECTION 23; NE/4 NE/4 SECTION 22; S/2 and NW/4 SECTION 15; NE/4 NE/4 SECTION 16; S/2 SECTION 9; NE/4 and N/2 SECTION 8; S/2 SW/4 SECTION 5; and S/2 SECTION 6; T. 10 N., R. 12 W; N/2 S/2 and S/2 NW/4 SECTION 1; and NE/4 SECTION 2; T. 10 N., R. 13 W; SE/4 and W/2 NE/4 SECTION 33; W/2 E/2 and E/2 NW/4 SECTION 28; E/2 W/2 and W/2 E/2 SECTION SW/4 and W/2 SE/4 SECTION 16; W/2 SECTION 9; and W/2 W/2 SECTION 4, T. 1 N., R. E., CROCKAW MERIDIAN; W/2 SECTION 33; W/2 W/2 SECTION 28; E/2 E/2 SECTION 29; and W/2 NW/4 SECTION 21; E/2 NE/4 SECTION 20; SW/4 and E/2 NW/4 SECTION 16; E/2 SW/4, NW/4 SE/4 and NE/4 SECTION 9; and, SW/4 SE/4 and E/2 E/2 SECTION 4; T. 2 R. 10 E; E/2 SE/4 SECTION 33; NW/4 SW/4, NW/4 and NW/4 NE/4 SECTION 34; W/2 E/2 SECTION 27; W/2 E/2 SECTION 22; SE/4 SECTION 15; NW/4 SW/4 and NW/4 SECTION 14 SECTION 11; and, SE/4 SW/4, W/2 SE/4 and NE/4 SECTION 2; T. 3 N., R. 10 E; AND SE/4 SE/4 SECTION 35; W/2 SECTION 36; W/2 SW/4 SECTION 25; NE/4 SE/4 and E/2 NE SECTION 26; E/2 E/2 SECTION 23; E/2 SE/4 and SE/4 NE/4 SECTION 14; W/2 W/2 SECTION 13; W/2 W/2 SECTION 12; and, W/2 W/2 SECTION 1; T. 4 N., R. 10 E; JASPER COUNTY MISSISSIPPI, said property including: (A) Newton District spur track right-of-way at MP GG-141.0 in NW/4 SW/4 and SW/4 NW/4 Section 34, T. 3 N., R. 10 E, Jasper County, Mississippi, (B) A 20' wide trackage easement, 10' either side of centerline of Newton District Track ICC #4, South of operating railroad right-of-way, vicinity Mile Post GG-127.13 in SW/4 NW/4 Section 1, T. 10 N., R. W., Stringer, Jasper County, Mississippi; LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - Lots 8, 9 and 14, Block 3; Lots 8 and 13, 2; Lots 7, 13 and 14, Block 19; Lots 6 and 13, Block 20; and Lots 6 and 16, Bl 21; Town of Mossville, lying West of 100 foot wide Newton District right-of-way NW/4 NW/4 Section 26 and W/2 SW/4 Section 23, T. 10 N., R. 12 W, Jasper County Mississippi. SECOND - Lots 10, 11, 12 and 13, Block 4; Lots 10, 11, 12 and 13 Block 3; Lots 9, 10, 11 and 12, Block 2; Lots 8, 9, 10, 11 and 12, Block 19; L 7, 8, 11 and 12, Block 20; and Lots 7, 8, 14 and 15, Block 21; Town of Mossvil lying East of 100 foot wide Newton District right-of-way in NW/4 NW/4 Section and W/2 SW/4 Section 23, T. 10 N., R. 12 W, Jasper County, Mississippi. THIRD - All of the North 125 feet of that 150 foot wide strip lying North of the center of the Newton District main track in the SE/4 NW/4 Section 1, T. 10 N., R. 13 W Jasper County, Mississippi. FOURTH - All of the North 60 feet of that 100 foot wide strip lying North of the centerline of the Newton District main track in SW/4 NW/4 Section 1 and SE/4 NE/4 Section 2, T. 10 N., R. 13 W, Jasper County, Mississippi, that lies West of the centerline of Main Street. FIFTH - All of South 125 feet of that 150 foot wide strip lying South of the centerline of the Newton District main track in the SE/4 NE/4 Section 2 and S/2 NW/4 and W/2 SW/4 Section 1, T. 10 N., R. 13 W, Jasper County, Mississippi. Subject to a 20 foot wide easement for track ICC #4, said easement hereinabove described and convey (item B). SIXTH - All of the West 100 feet of that 150 foot wide strip lying of the centerline of the Newton District main track in the SW/4 SW/4 Section . 2 N., R. 10 E, Jasper County, Mississippi, and extending northerly from the centerline of Sixth Avenue, to the South line of that tract of land conveyed to Grantor to the Alexander Hardware Company, Inc. 6-23-1975.

SEVENTH - All of the East 125 feet of that 150 foot wide strip lying East of the centerline of the Newton District main track in the NW/4 SE/4 and W/2 NE/4 Section 27, T. 3 N., R. 10 E, Jasper County, Mississippi. EIGHTH - All of the East 75 feet of that 100 foot wide strip lying East of the centerline of the Newton District main track in the SW/4 NE/4 and W/2 SE/4 Section 2, T. 3 N., R. 10 E, Jasper County, Mississippi. NINTH - All of the West 125 feet of that 150 foot wide strip lying West of the centerline of the Newton District main track in the W/2 SE/4 and SE/4 SW/4 Section 2, T. 3 N., R. 10 E, Jasper County, Mississippi, and South of a line that lies parallel with and 210 feet normally distant southerly from the South line of that tract of land conveyed by Grantor to Weems Timber Products, Inc. 3-5-1981.

the following described

lands and property situated in the County of Newton and State of Mississippi :

Wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company' Newton District and New Albany Districts, in the State of Mississippi, County of Newton, extending continuing on, over and across SW/4, NW/4 SE/4 and NE/4 SECTION 36; T. 5 N., R. 10 E.; NW/4 NW/4 SECTION 11; SW/4, NW/4 SE/4 and NE/4 SECTION 30; NW/4 NW/4 SECTION 29; SW/4, SE/4 NW/4 and W/2 NE/4 SECTION 20; SE/ SECTION 17; W/2 W/2 SECTION 16; E/2 E/2 SECTION 8; NW/4 SECTION 9; and SW/4 or W/2 E/2 SECTION 4; T. 5 N., R. 11 E.; SE/4 and SE/4 NE/4 SECTION 33; NW/4 SECTION 34; E/2 SW/4, NW/4 SE/4 and NE/4 SECTION 27; NW/4 NW/4 SECTION 26; SW/4, SE/4 NW/4 and NE/4 SECTION 23; SE/4 SECTION 14; NW/4 SW/4 and NW/4 SECTION 13; E/2 W/2 and W/2 NE/4 SECTION 12; and W/2 E/2 SECTION 1; T. 6 N., R. 11 E.; W/2 E/2 SECTION 36; W/2 SE/4 and E/2 W/2 SECTION 25; SE/4 SW/4, SE/4 and SE/4 NE/4 SECTION 24; T. 7 N., R. 11 E.; W/2 NW/4 SECTION 19; T. 7 N., R. 12 E.; NE/4 NE/4 SECTION 24; SE/4, SW/4 NE/4 and E/2 NW/4 SECTION 13; SE/4 SW/4 and W/2 W/2 SECTION 12; and W/2 W/2 SECTION 1; T. 7 N., R. 11 E.; W/2 W/2 SECTION 36; E/2 NE/4 SECTION 35; E/2 E/2 SECTION 26; W/2 NW/4 SECTION 25; SW/4, SE/4 NW/4 and NE/4 SECTION 24; and SE/4 and SE/4 NE/4 SECTION 13; T. 8 N., R. 11 E.; W/2 NW/4 SECTION 18; W/2 SECTION 7; and SW/4 SW/4 SECTION 6; T. 8 N., R. 12 E. and, E/2 SE/4 and NE/4 SECTION 1; T. 8 N., R. 11 E.; NEWTON COUNTY, MISSISSIPPI said property including: (A) Newton District spur track right-of-way at MP GG-164.9 in NE/4 SE/4 and SW/4 Section 14 and NW/4 SW/4 Section 13, T. 6 N., R. 11 E., Newton County, Mississippi; (B) Including all that portion of the Pea River District ("GN" line) wye property lying East of the Newton District station ground property and West of the West line of that property conveyed to Lottie Williams 5-18-84, said West line being the centerline of Russell Street situated in the W/2 SW/4 Section 6, T. 8 N., R. 12 E., Union, Newton County, Mississippi, (C) A 20' wide trackage easement, 10' either side of centerline of Newton District Track ICC #6, vicinity Cedar Street, at Mile Post GG-180.6 in E/2 E/2 Section 1, T. 8 N., R. 11 E., Union, Newton County, Mississippi; LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - All of a 2.59 acre triangular shaped tract lying South of the 100 foot wide Newton District right-of-way in the NW/4 NW/4 Section 11, T. 5 N., R. 11 E. and NE/4 NE/4 Section 36, T. 5 N., R. 10 E., Newton County, Mississippi. SECOND - All of that 0.60 acre tract lying East of the 100 foot wide Newton District right-of-way in the NE/4 SE/4 Section 13, T. 6 N., R. 11 E., Newton County, Mississippi, as acquired by an early predecessor of Grantor from J.W. Phillip 7-30-1904, document recorded Book 26/page 123. THIRD - All of Grantor's Meridian District right-of-way in E/2 NW/4 Section 13 and E/2 NW/4 Section 34 T. 6 N., R. 11 E., Newton County, Mississippi. FOURTH - All of a 100 foot wide by 441 foot long tract lying East of the Newton District 100 foot wide right-of-way in the NE/4 SW/4 Section 25, T. 7 N., R. 11 E., Newton County, Mississippi. FIFTH - All of the West 75 feet of that 100 foot strip lying West of the Newton District main track centerline in the SE/4 NE/4 Section 24, T. 5 N., R. 11 E. and W/2 NW/4 Section 19 T. 7 N., R. 12 E., Newton County, Mississippi.

SIXTH - All that part of the East 50 feet of that 100 foot strip lying East of the Newton District main track centerline in the SE/4 NE/4 Section 24, T. 7 N., R. 11 E and W/2 NW/4 Section 19, T. 7 N., R. 12 E, Newton County, Mississippi, and South of the South line of that tract of land conveyed by Grantor to James H. Addy 2-22-1977. SEVENTH - All that part of the East 125 feet of the original 250 foot wide Newton District station ground property at Union, Newton County, Mississippi, that lies South of the South line of that tract of land conveyed by Grantor to Billy Lane Ogletree 11-22-1974, said property situated in the NE/4 SE/4 and SE/4 NE/4 Section 1, T. 8 N., R. 11 E. Subject to a 20 foot easement for Track ICC #6, said easement hereinabove described and conveyed as item (c).

the following described

lands and property situated in the County of Neshoba and State of Mississippi:

to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Newton District and New Albany Districts, in the State of Mississippi, County of Neshoba, extending on, over and across W/2 W/2 SECTION 36; SW/4 SW/4 SECTION 25; SE/4 and W/2 NE/4 SECTION 26; W/2 E/2 SECTION 23; E/2 SECTION 14; W/2 E/2 SECTION 11; and SE/4 and E/2 NE/4 SECTION 2; T. 9 N. R. 11 E.; E/2 E/2 SECTION 35; E/2 and E/2 NW/4 SECTION 26; E/2 W/2 SECTION 23; E/2 W/2 SECTION 14; SE/4 SW/4, W/2 SE/4 and NE/4 SECTION 11; NW/4 NW/4 SECTION 12; and W/2 W/2 SECTION 1; T. 10 N., R. 11 E.; W/2 and NW/4 NE/4 SECTION 36; E/2 SECTION 25; W/2 E/2 SECTION 24; E/2 SECTION 13; E/2 E/2 SECTION 12; and E/2 E/2 SECTION 1; T. 11 N., R. 11 E.; W/2 NW/4 SECTION 6; T. 11 N. R. 12 E.; AND SW/4, E/2 NW/4 and NE/4 SECTION 31; SW/4 SE/4 and E/2 W/2 SECTION 30; E/2 W/2 SECTION 19; E/2 W/2 and W/2 E/2 SECTION 18; E/2 W/2 and W/2 NE/4 SECTION 7; and E/2 SECTION 6; T. 12 N., R. 12 E.; NESHOMA COUNTY, MISSISSIPPI, said property including: Newton District spur track right-of-way at MP GG-194.8 in E/2 NW/4 Section 36, T. 11 N., R. 11 E., Neshoba County, Mississippi, (B) A 20' wide trackage easement, 10' either side of centerline of Newton District Track ICC #4, North of Hwy #15, vicinity Mile Post GG-195.38 in SW/4 Section 25, T. 11 N., R. 11 E., Philadelphia, Neshoba County, Mississippi; (C) Spur track right-of-way for Newton District Track ICC #13, vicinity Mile Post GG-196.0, S/2 NE/4 Section 25, T. 11 N., R. 11 E., Philadelphia, Neshoba County, Mississippi; (D) Spur track right-of-way for Newton District Track ICC #13A, vicinity Mile Post GG-196.4, N/2 NE/4 Section 25 and SW/4 SE/4 Section 24, T. 11 N., R. 11 E., Philadelphia, Neshoba County, Mississippi; LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - All of the East 75 feet of that 100 foot strip lying East of the Newton District main track centerline in the NW/4 NE/4 Section 23 and SW/4 SE/4 Section 14, T. 9 N., R. 11 E., Neshoba County, Mississippi. SECOND - All of the West 125 feet of that 150 foot strip lying West of the Newton District main track centerline in the E/2 NE/4 Section 2, T. 9 N., R. 11 E. Neshoba County, Mississippi. THIRD - All of the East 60 feet of that 100 foot strip lying East of the Newton District main track centerline in the E/2 NE/4 Section 2, T. 9 N., R. 11 E., Neshoba County, Mississippi. FOURTH - All that part of the West 60 feet of that 100 foot strip lying West of the Newton District main track centerline in the SW/4 SE/4 Section 25, T. 11 N., R. 11 E., Neshoba County, Mississippi, and South of the centerline of Main Street. FIFTH - All that part of the East 125 feet of that 150 foot strip lying East of the Newton District main track centerline in the NW/4 NE/4 Section 36 and SW/4 SE/4 Section 25, T. 11 N., R. 11 E., Neshoba County, Mississippi, and lying South of the South line of that 110' X 125' tract conveyed by Grantor to Spencer's Inc. 10-22-1982. SIXTH - All that part of the West 75 feet of that 100 foot strip lying West of the centerline of the Newton District main track in the W/2 SE/4 Section 25, T. 11 N., R. 11 E., Neshoba County, Mississippi, lying North of the centerline of Beacon Street and lying South of the South line of that tract conveyed by Grantor to the Melpus Company 11-29-1983. Subject to a 20 foot easement for Track ICC #4, said easement hereinabove described and conveyed as item (B).

SEVENTH - All of the West 125 feet of that 150 foot strip lying West of the Newton District main track centerline in the NE/4 SW/4, E/2 NW/4 and NW/4 NE/4 Section 31, T. 12 N., R. 12 E, Neeshoba County, Mississippi. EIGHTH - All of the East 125 feet of that 150 foot strip lying East of the Newton District main track centerline in the W/2 SE/4 Section 6, T. 12 N., R. 12 E, Neeshoba County, Mississippi.

the following described

lands and property situated in the County of Winston and State of Mississippi:

to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Newton District and New Albany Districts, in the State of Mississippi, County of Winston, extending on, over and across SE/4 SECTION 31; W/2 and NW/4 NE/4 SECTION 32; SE/4 SECTION 29; NW/4 SW/4 and NW/4 SECTION 28; E/2 SW/4 and W/2 E/2 SECTION 21; SE/4 and E/2 NE/4 SECTION 16; E/2 E/2 SECTION 9; E/2 SE/4 SECTION 4; and NW/4 SW/4 and NW/4 SECTION 3; T. 13 N., R. 12 E; E/2 SW/4 and W/2 E/2 SECTION 34; E/2 W/2 and W/2 E/2 SECTION 27; E/2 W/2 and W/2 E/2 SECTION 22; E/2 W/2 and W/2 E/2 SECTION 15; W/2 SE/4, E/2 SW/4 and NW/4 SECTION 10; and W/2 W/2 SECTION 3; T. 14 N., R. 12 E; W/2 SW/4 and SW/4 NW/4 SECTION 34; E/2 E/2 SECTION 33; SE/4, SW/4 NE/4, NE/4 SW/4 and NW/4 SECTION 28; W/2 SW/4 SECTION 21; NE/4 SE/4, S/2 NE/4 and NW/4 SECTION 20; SW/4 SW/4 SECTION 17; E/2 and N/2 NW/4 SECTION 18; and SW/4 SW/4 SECTION 7; T. 15 N., R. 12 E; AND, SE/4 N/2 SW/4 and SW/4 NW/4 SECTION 12; NE/4 and NE/4 NW/4 SECTION 11; SE/4 SECTION 2; and N/2 SE/4, S/2 NE/4 and E/2 NW/4 SECTION 3; T. 15 N., R. 11 E; WINSTON COUNTY, MISSISSIPPI, said property including: New Albany District spur track right-of-way at MP CC-222.9 in NE/4 SE/4 Section 20, T. 15 N., R. 12 E, Winston County, Mississippi; LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - That part of the W/2 SW/4 Section 34, T. 15 N., R. 12 E, Winston County, Mississippi, described as follows: Begin at the Northeast corner of property conveyed to Paul D. Pearson 3-20-1984, said point being in the South line of the North 60 feet of the SW/4 SW/4 said Section 34, 450 feet normally distant easterly from the centerline of the New Albany District main track, and run northerly parallel and/or concentric with said main track centerline 865 feet, more or less, to a property corner; thence westerly radii to said main track centerline 275 feet to a property corner; thence southerly in a straight line 390 feet to a point in the North line of the South 410 feet of the NW/4 SW/4 said Section 34; thence southerly 487 feet, more or less, to point in the aforesaid South line North 60 feet said SW/4 SW/4 50 feet west of the point of beginning; thence East along said South line 50 feet to return to said point of beginning. SECOND - All that part of the West 85 feet of that 125 foot strip lying west of the centerline of the New Albany District main track in the SE/4 NE/4 Section 33, T. 5 N., R. 12 E, Winston County, Mississippi, and South of the South line of that 88' x 125' tract conveyed to Charles Haggard 10-8-1980. THIRD - All that part of the East 100 feet of that 125 foot strip lying East of the centerline of the New Albany District main track in the E/2 NE/4 Section 33, T. 15 N., R. 12 E, Winston County, Mississippi, lying North of the centerline of Cagle Street and East of a line parallel and/or concentric with and 10 feet normally distant easterly from the centerline of New Albany District Track ICC #27. FOURTH - All of the North 70 feet of that 100 foot strip lying North of the New Albany District main track centerline in the NW/4 SW/4 Section 2 and N/2 SE/4 and S/2 NE/4 Section 3, T. 15 N., R. 11 E, Winston County, Mississippi.

strip lying  
NW/4 SW/4

strip lying  
NW/4 SW/4

the following described

lands and property situated in the County of Choctaw, State of Mississippi: to  
wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Newton District and New Albany Districts, in the State of Mississippi, County of Choctaw, extending on, over and across SW/4 and SW/4 NW/4 SECTION 34; NE/4 SECTION 33; SW/4 SE/4 and SW/4 SECTION 28; W/2 SE/4, NE/4 SW/4 and NW/4 SECTION 29; SW/4 SW/4 SECTION 20; E/2 E/2 SECTION 19; NW/4 NW/4 SECTION 20; SE/4 SE/4 SECTION 18; W/2 W/2 SECTION 17; W/2 SECTION 8; and E/2 W/2 and W/2 E/2 SECTION 5; T. 16 N., R. 11 E; W/2 W/2 SECTION 31; T. 17 N., R. 11 E; E/2 E/2 SECTION 36; T. 17 N., R. 10 E., AND, NW/4 SECTION 31; E/2 SW/4 and NE/4 SECTION 30; and E/2 SECTION 19; T. 17 N., R. 11 E; to a line perpendicular to New Albany District main track in NW/4 NE/4 said Section 19, T. 17 N., R. 11 E. at Mile Post GG-239.5 (Valuation Station 12645-80) North of Ackerman, CHOCTAW COUNTY, MISSISSIPPI, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST-All of the West 75 feet of that 100 foot strip lying West of the New Albany District main track centerline in the N/2 NE/4 Section 30 and S/2 SE/4 Section 19, T. 17 N., R. 11 E, Choctaw County, Mississippi. SECOND-All that part of the East 125 feet of that 150 foot strip lying East of the New Albany District main track centerline in the N/2 SE/4 Section 30 and S/2 SE/4 Section 19, T. 17 N., R. 11 E, Choctaw County, Mississippi, lying South of the centerline of Seward Avenue: North of State Hwy. #12; and East of a line parallel and/or concentric with and 10 feet normally distant easterly from the centerline of New Albany District Track ICC 15. AND, THIRD-All that part of the East 125 feet of that 150 foot strip lying East of the New Albany District main track centerline in the S/2 SE/4 Section 19, T. 17 N., R. 11 E, Choctaw County, Mississippi, and lying North of the North line of that tract of land conveyed to Billy Perry McCaughn, et ux, 9-13-1976.

the following described land

and property situated in the County of Tuscaloosa and State of Alabama to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Warrior Branch, in the State of Alabama, County of Tuscaloosa, extending east from the West line of 26th Avenue, Tuscaloosa, TUSCALOOSA COUNTY, ALABAMA, at Warrior Branch Mile Post MW-0.17 (Valuation Station 8+77), on, over and across NE/4 SECTION 27; N/2 NW/4 SECTION 26; S/2 S/2 SECTION 23; and S/2 SECTION 24; T. 21 S., R. 10 W, HUNTSVILLE MERIDIAN; AND, N/2 S/2 and NE/4 SECTION 19; N/2 SE/4 and NE/4 SECTION 18; NW/4 NW/4 SECTION 17; SE/4 SE/4 SECTION 7; W/2 SW/4 and NW/4 SECTION 8; SE/4 SW/4 and SE/4 SECTION 5; N/2 SW/4 and S/2 N/2 SECTION 4; and NW and N/2 NE/4 SECTION 3; T. 21 S., R. 9 W, TUSCALOOSA COUNTY, ALABAMA; to a line radial to a 2° curve concave to the North in Warrior Branch main track centerline in NW/4 NW/4 said Section 3, T. 21 S., R. 9 W at Mile Post MW-8.58 (Valuation Station 452+06), Fox, TUSCALOOSA COUNTY, ALABAMA; said property including: (A) Warrior Branch spur track right-of-way at Mile Post MW-6.8 in NE/4 SE/4 Section and NW/4 SW/4 Section 4, T. 21 S., R. 9 W, Tuscaloosa County, Alabama; (B) Right-of-way Warrior Branch Track ICC #3 at Valuation Station 9+51.8, Mile Post 0.18, NE/4 Section 27, T. 21 S., R. 10 W., Tuscaloosa, Tuscaloosa County, Alabama LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY, All of that 1212 foot long parcel lying North of a line parallel with and 50 feet normally distant northerly from said Warrior Branch main track centerline, and South of Warrior River in the NW/4 Section 4, T. 21 S., R. 9 W, Tuscaloosa County, Alabama

the following described

lands and property situated in the County of Newton and State of Mississippi to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Pearl River District, in the State of Mississippi, County of Newton All of the right-of-way and property of the Illinois Central Gulf Railroad Company's Pearl River District ("CA" line) extending westerly from the west property line of Grantor's Newton District in the vicinity of Mile Post CA-0 at Union, NEWTON COUNTY, MISSISSIPPI, on, over and across the E/2 and N/2 NW/4 SECTION 1, T. 8 N., R. 11 E., CHOCTAW MERIDIAN, NEWTON COUNTY, MISSISSIPPI; on, over and across N/2 N/2 SECTION 5; T. 8 N., R. 11 W, NEWTON COUNTY, MISSISSIPPI; on, over and across N/2 NW/4 SECTION 5; and NE/4 and S/2 NW/4 SECTION 6; T. 8 N., R. 10 E, NEWTON COUNTY, MISSISSIPPI, said property including: (A) Pearl River District station ground property west of Newton District right-of-way and South of Mile Post CA-0 in E/2 Section 1, T. 8 N., R. 11 E at Union, Newton County, Mississippi; AND (B) Pearl River District North Wye property, vicinity Mile Post CA-0.4 in NE/4 NW/4 Section 1, T. 8 N., R. 11 E, Newton County, Mississippi, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY and property: FIRST - All of Lots 1, 2, 3, 4, 7, 8, 9 and 10, Block 13, McManen's Subdivision; all of Lots 3, 4, 6 and 7, Block 4, McManen's Subdivision; AND, that part of Lots 1 and 2, said Block 4, lying west of a line parallel with and 10 feet normally distant westerly from the centerline of Pearl River District Track ICC #19, in NE/4 SE/4 SECTION 1; T. 8 N., R. 11 E, at Union, Newton County, Mississippi. SECOND - That portion SW/4 NE/4 Section 1, T. 8 N. R. 11 E, Union, Newton County, Mississippi, described as follows: Begin at point on East line Walnut Street 298 feet North of North line Gum Street, and run northerly along said East line of Walnut Street 146 feet, more or less to a point 86 feet North of North line of Hickory Street; thence easterly parallel with said North line of Hickory Street, 150 feet to a point; thence northerly parallel with said East line of Walnut Street, 303.5 feet; thence easterly parallel with the South line of Jackson Road 22 feet, more or less to a property corner; thence northerly parallel with said East line of Walnut Street 79 feet, more or less to said South line of Jackson Road; thence easterly along said South line of Jackson Road 190 feet, more or less to a line parallel and/or concentric with and 10 feet normally distant westerly from the centerline of Pearl River District Track ICC #23; thence southerly along said parallel and/or concentric line 725 feet, more or less to the aforesaid North line of Gum Street; thence westerly along said North line of Gum Street 150 feet, more or less to the Southeast corner of that 70' X 262' parcel conveyed to Carleton Oil Company, Inc. 12-4-74; thence northerly along the East line of said "Oil Company" property 250 feet, more or less, to the Northeast corner thereof in said South line of Hickory Street; thence westerly along said South line of Hickory Street 280 feet, more or less, to return to the point of beginning.

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the following described

Lands and property situated in the County of Scott and State of Mississippi to  
wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Pearl River District, in the State of Mississippi, County of Scott, extending on, over and across N/2 and W/2 SW/4 SECTION 1; E/2 SE/4 SECTION 2; NE/4, S/2 NW/4 and N/2 SW/4 SECTION 11; N/2 SE/4 and SW/4 SECTION 10; SE/4 and S/2 SW/4 SECTION 9; S/2 SE/4 and SW/4 SECTION 8; and N/2 SE/4, NE/4 SW/4, SW/4 NE/4 and NW/4 SECTION 7; T. 8 N., R. 9 E.; NE/4 NE/4 SECTION 12; SE/4, N/2 SW/4 and SW/4 NW/4 SECTION 1; and NE/4 SECTION 2; T. 8 N., R. 8 E., SCOTT COUNTY, MISSISSIPPI, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: All of the Southeast 50 feet of that 100 foot strip lying Southeast of the Pearl River District main track centerline in the NW/4 Section 1, T. 8 N., R. 9 E., at Sebastopol, Scott County, Mississippi.

the following described

lands and property situated in the County of Leake and State of Mississippi to  
wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Pearl River District, in the State of Mississippi, County of Leake, SW/4 SE/4, SW/4 and SW/4 NW/4 SECTION 35; NE/4 SECTION 34; and S/2 S/2 SECTION 27; T. 9 N., R. 8 E., LEAKE COUNTY, MISSISSIPPI.

The following described

lands and property situated in the County of Lauderdale and State of Mississippi to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Artesia and Okolona Districts, in the State of Mississippi, County of Lauderdale, extending northerly from a line perpendicular to the centerline of the Artesia District main track at Mile Post 138.81 (Railroad Valuation Station 7332+62), South of Marion, LAUDERDALE COUNTY, MISSISSIPPI, on, over and across NE/4 SE/4 SECTION 33; NW/4 SW/4 and NW/4 SECTION 34; SE/4 SW/4, SE/4 and NE/4 SECTION 27; NW/4 NW/4 SECTION 26; SW/4, E/2 NW/4 and W/2 NE/4 SECTION 23; SE/4 and SE/4 NE/4 SECTION 14; W/2 NW/4 SECTION 13; SW/4, SE/4 NW/4, NW/4 SE/4 and S/2 NE/4 SECTION 12; T. 7 N., R. 16 E., CHOCTAW MERIDIAN; NW/4 and W/2 NE/4 SECTION 7; SE/4 and SE/4 NE/4 SECTION 6; and W/2 NW/4 SECTION 9; T. 7 N., R. 17 E.; SW/4, E/2 NW/4 and NW/4 NE/4 SECTION 32; SE/4 and SE/4 NE/4 SECTION 29; N/2 SECTION 28; SW/4 NW/4, SW/4 and SW/4 NE/4 SECTION 27; N/2 NE/4 SECTION 34; W/2 NW/4 and NW/4 NE/4 SECTION 35; S/2 SE/4 SECTION 26; SW/4 and E/2 NW/4 SECTION 25; E/2 W/2 and W/2 E/2 SECTION 24; and W/2 SE/4 and NE/4 SECTION 13; T. 8 N., R. 17 E.; and NW/4 NW/4 SECTION 18; SW/4, NW/4 SE/4 and NE/4 SECTION 7; NW/4 NW/4 SECTION 8; and SW/4 and E/2 NW/4 SECTION 9; T. 8 N., R. 18 E., LAUDERDALE COUNTY, MISSISSIPPI, said property including: Artesia District spur track ICC #215 right-of-way at Mile Post 139.8 in NE/4 NW/4 Section 34 and SE/4 SW/4 Section 27; T. 7 N., R. 16 E., Lauderdale County, Mississippi, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: (FIRST) That part of the SW/4 SE/4 Section 27, T. 7 N., R. 16 E., Marion, Lauderdale County, Mississippi, described as follows: Begin at a point on the centerline of Tallahatta Street extended 115 feet normally distant easterly from the centerline of the Artesia District main track, and run northerly in a straight line 370 feet to a point 100 feet normally distant easterly from said main track centerline; thence westerly perpendicular to said main track centerline 75 feet to a point 25 feet normally distant easterly from said main track centerline; thence southerly parallel with said main track centerline to said centerline of Tallahatta Street extended; thence easterly along said Tallahatta Street centerline extended to return to the point of beginning. (SECOND) All that part of the NW/4 NE/4 Section 7 and all that part of the SW/4 SE/4 Section 6, T. 7 N., R. 17 E., Lauderdale County, Mississippi; lying west of the original 100 foot wide Artesia District right-of-way; lying North of the South line of the North 300 feet said NW/4 NE/4 Section 7; and South of the South line of the North 1400 feet said SW/4 SE/4 Section 6. (THIRD) All that part of the North 462 feet or the South 1642 feet of the W/2 SW/4 Section 12, T. 8 N., R. 17 E., Lauderdale County, Mississippi, lying west of the original 100 foot wide Artesia District right-of-way. (FOURTH) All that part of the N/2 S/2 Section 24, T. 8 N., R. 17 E., Lauderdale, Lauderdale County, Mississippi, being a 145 foot wide parcel lying East of a line parallel with and 25 feet normally distant easterly from the Artesia District main track centerline North of Ponca Street and South of Spring Street. (FIFTH) All of a 3.8 acre tract situated in E/2 NE/4 NW/4 and SW/4 NW/4 NE/4 Section 12, T. 6 N., R. 16 E., St. Stephen's Meridian, Lauderdale County, Mississippi, including access easement, as acquired from Mrs. Ida E. Mattox 5-29-1968, recorded Deed Book 647-page 18.

the following described

lands and property situated in the County of Kemper and State of Mississippi:

wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Artesia and Okolona Districts, in the State of Mississippi, County of Kemper, extending on, over and across E/2 W/2 and W/2 E/2 SECTION 32; W/2 SE/4 and E/2 W/2 SECTION 29; W/2 SECTION 20; E/2 SW/4, W/2 SE/4 and NE/4 SECTION 17; SE/4 SE/4 SECTION 8; W/2 SECTION 9; W/2 SECTION 4; and NE/4 NE/4 SECTION 5; T. 9 N., R. 18 E.; E/2 SE/4 and NE/4 SECTION 32; E/2 SECTION 29; E/2 SECTION 20; E/2 SECTION 17; E/2 SECTION 8; and W/2 E/2 SECTION 5; T. 10 N., R. 18 E.; E/2 SECTION 32; NW/4 NW/4 SECTION 33; W/2 SECTION 28; E/2 W/2 and W/2 E/2 SECTION 21; W/2 E/2 and E/2 NW/4 SECTION 16; E/2 SW/4 and NW/4 SECTION 9; SW/4 SW/4 SECTION 4; and E/2 SE/4 and NE/4 SECTION 5; T. 11 N., R. 18 E.; W/2 SE/4, E/2 SW/4 and NW/4 SECTION 32; W/2 SW/4 SECTION 29; E/2 SE/4 and NE/4 SECTION 30; W/2 SE/4, E/2 SW/4 and NW/4 SECTION 19; and SW/4 SW/4 SECTION 18; T. 12 N., R. 18 E.; and SE/4, SW/4 NE/4 and NW/4 SECTION 13; SW/4 SW/4 SECTION 12; SE/4, SW/4 NE/4 and NW/4 SECTION 11; SW/4 SW/4 SECTION 2; and E/2 and NE/4 NW/4 SECTION 3; T. 12 N., R. 17 E.; KEMPER COUNTY, MISSISSIPPI, said property including: Artesia District spur track ICC #2338 at Mile Post MP-168.4 in S/2 SE/4 Section 8, T. 10 N., R. 18 E., and spur track #238A right-of-way at Mile Post MP-173.1 in SW/4 NE/4 Section 21, T. 11 N., R. 18 E.; Kemper County, Mississippi, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - All of that 280 foot wide by 950 foot long tract lying West of the original 100 foot wide Artesia District right-of-way, and all of that 93.3 foot wide by 950 foot long tract lying East of said original 100 foot wide right-of-way in the NE/4 Section 17, T. 9 N., R. 18 E., Kemper County, Mississippi. SECOND - All of a 100 foot wide strip lying East of the original 100 foot wide Artesia District right-of-way in the SW/4 SW/4 Section 9, T. 9 N., R. 18 E., Kemper County, Mississippi. THIRD - All of that 280 foot wide by 300 foot long tract lying West of a line parallel with and 50 feet westerly from the centerline of the Artesia District main track in the NW/4 SW/4 Section 4, T. 9 N., R. 18 E., Narketta, Kemper County, Mississippi. FOURTH - All of that 3.2 acre tract lying West of the original 100 foot wide Artesia District right-of-way in the NW/4 SE/4 Section 29, T. 10 N., R. 18 E., Portersville, Kemper County, Mississippi, as acquired from J.C. Porter and W. Tucker 4-16-1886, recorded Book "C"/page 529. FIFTH - All that part of the N/2 SE/4 and SW/4 NE/4 Section 8, T. 10 N., R. 18 E., Sucarnochee, Kemper County, Mississippi; lying East of a line parallel with and 75 feet normally distant easterly from the centerline of the Artesia District main track; West of the West line of Front Street extended; North of a line parallel with and 200 feet normally distant southerly from the westerly extension of the South line of First Street; and South of the North line of said SW/4 NE/4 Section 8. SIXTH - All of the West 75 feet of that 100 foot wide strip lying West of the Artesia District main track centerline in the NE/4 SE/4 Section 9, T. 11 N., R. 18 E., Seoba, Kemper County, Mississippi and extending southerly from the centerline of Johnson Street to a line parallel with and 250 feet normally distant southerly from the South line of said Johnson Street.

SEVENTH - All that part of the West 50 feet of that 100 foot wide strip lying West of the Artesia District main track centerline in the S/2 NE/4 Section 5, T. 11 N., R. 18 E., Scooba, Kemper County, Mississippi, that lies North of the South line of Sanders Street. EIGHTH - A 99 year lease and easement for microwave tower, guy wires and access over property situated in SE/4 SW/4 Section 14, T. 10 N., R. 17 E., St. Stephen's Meridian, Kemper County, Mississippi, as granted by J.V. Hurnicutt, et ux, 1-23-1970 recorded Book 133-page 110.

the following described

lands and property situated in the County of Neshoba and State of Mississippi

to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances or rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company Artesia and Okolona Districts, in the State of Mississippi, County of Neshoba extending on, over and across E/2 W/2 SECTION 3; SW/4 and SW/4 NW/4 SECTION 27; NE/4 SECTION 28; S/2 SE/4, E/2 SW/4 and NE/4 SECTION 21; W/2 SECTION 16; W/2 W/2 SECTION 9; W/2 SW/4 SECTION 4; and NE/4 SE/4 and NE/4 SECTION 5; T. 14 N., R. 17 E.; W/2 E/2 SECTION 12; E/2 SECTION 29; E/2 SECTION 20; E/2 E/2 SECTION 17; W/2 NW/4 SECTION 16; W/2 W/2 SECTION 9; and W/2 W/2 SECTION 4; T. 14 N., R. 17 E.; W/2 W/2 SECTION 13; W/2 W/2 SECTION 28; W/2 SW/4 SECTION 21; E/2 E/2 SECTION 20; E/2 SECTION 17; E/2 SECTION 8; and W/2 E/2 and E/2 NW/4 SECTION 5; T. 15 N., R. 17 E.; E/2 W/2 SECTION 12; E/2 W/2 SECTION 29; E/2 W/2 and W/2 E/2 SECTION 20; W/2 SECTION 17; SW/4 SW/4 SECTION 8; E/2 SECTION 7; SW/4 SE/4 and W/2 SECTION 6; T. 16 N., R. 17 E.; and E/2 SECTION 1; T. 16 N., R. 16 E.; NESHOBEE COUNTY, MISSISSIPPI, said property including: (A) Artesia District Track #252 and #254 right-of-way vicinity Mile Post MM-188.3 in W/2 Section 16, T. 13 N., R. 17 E.; (B) Spur track #258 right-of-way at Mile Post MM-196.2 in NW/4 SW/4 Section 4, T. 14 N., R. 17 E.; (C) Track #263, #265 and #267 right-of-way vicinity Mile Post MM-197.7 in W/2 NW/4 Section 13, T. 15 N., R. 7 E.; (D) Spur track #270 right-of-way at Mile Post MM-196.6 in W/2 NW/4 Section 28, T. 15 N., R. 17 E., Neshoba County, Mississippi; (E) A trackway easement 20' wide, 10' either side of centerline of Artesia District Track #252 lying westerly of a line 25 feet normally distant westerly from the centerline of the Artesia District main track, vicinity Mile Post MM-188.3 in W/2 Section 16, T. 13 N., R. 17 E., Shuqualak, Mississippi; (F) A trackway easement 20' wide, 10' either side of centerline of Artesia District Track #254 lying easterly of a line 50 feet normally distant easterly from the centerline of Artesia District main track, vicinity Mile Post MM-188.3 in W/2 Section 16, T. 13 N., R. 17 E., Shuqualak, Mississippi; (G) A trackway easement 20' wide, 10' either side of centerline of Artesia District Track #267 lying westerly of a line 50 feet normally distant westerly from the centerline of the Artesia District main track, vicinity Mile Post MM-197.7 in W/2 NW/4 Section 13, T. 15 N., R. 7 E., Shuqualak, Mississippi; (H) A trackway easement 20' wide, 10' either side of centerline of Artesia District Tracks #263 and #265, lying easterly of a line 25 feet normally distant easterly from the centerline of Artesia District main track, vicinity Mile Post MM-197.7 in W/2 NW/4 Section 13, T. 15 N., R. 7 E., Macon, Mississippi; (I) All right, title and interest retained by or accruing to the Illinois Central Gulf Railroad Company under conditions and reservations as set forth in deed covering the conveyance of property located in Macon, Neshoba County, Mississippi from the Illinois Central Gulf Railroad Company to Farmers Four County Grain, Inc. dated April 1978, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - All of the west 175 feet of that 200 foot wide strip lying west of the Artesia District main track centerline in the W/2 Section 16, T. 13 N., R. 17 E., Shuqualak, Neshoba County, Mississippi situated between the North line of South Street and the centerline of Pine Street. Subject to a 20 foot wide trackway easement for Track ICC #252. SECOND - All of the East 150 feet of

that 200 foot strip lying East of the Artesia District main track centerline in the W/2 Section 16, T. 13 N., R. 17 E., Shuqualak, Neshoba County, Mississippi, situated between the North line of South Street and the centerline of Pine Street. Subject to 20 foot wide trackage easements for Artesia District Tracks ICC #252 and #254, said easements hereinabove described and conveyed in Items (E) and (F). THIRD - All of the East 150 feet of that 200 foot strip lying East of the Artesia District main track centerline in the NW/4 Section 16, T. 13 N., R. 17 E., Shuqualak, Neshoba County, Mississippi, situated between the centerline of Pine Street and the South line of North Street. FOURTH - That part of the W/2 NW/4 Section 13, T. 15 N., R. 17 E., Mason, Neshoba County, Mississippi, described as follows: Begin at a point on the North line of the NW/4 NW/4 said Section 13, 50 feet East from the Northwest corner thereof, and run North parallel with the West line said Section 13, 2000 feet; thence southeasterly in a straight line 910 feet to a point 50 feet perpendicularly distant westerly from the Artesia District main track centerline; thence easterly 25 feet to a point 25 feet perpendicularly distant westerly from said main track centerline; thence northerly parallel with said main track centerline to the South line of said NW/4 NW/4; thence West along said South line to a point 50 feet perpendicularly distant westerly from said main track centerline; thence northerly parallel with said main track centerline to the aforesaid North line NW/4 NW/4; thence West along said North line to return to the point of beginning. Subject to a 20 foot wide trackage easement for Artesia District Track ICC #267, said easement hereinabove described and conveyed as Item (G). FIFTH - That part of the NW/4 NW/4 Section 13, T. 15 N., R. 17 E., Mason, Neshoba County, Mississippi, described as follows: Begin at a point on the South line of Hale Street 250 feet normally distant easterly from the centerline of the Artesia District main track and run South parallel with said main track centerline 700 feet; thence West to a point 25 feet perpendicularly distant easterly from said main track centerline; thence northerly parallel with said main track centerline to the westerly extension of the aforesaid South line of Hale Street; thence easterly along said South line to return to the point of beginning. Subject to a 20 foot wide trackage easement for both Artesia District Track ICC #265 and Track ICC #263, said easements hereinabove described and conveyed as Items (G) and (H). SIXTH - All of a rectangular shaped parcel situated in the NE/4 NW/4 Section 20, T. 16 N., R. 17 E., Brooksville, Neshoba County, Mississippi; the East line of said parcel fronts 525 feet on the West line of the original 100 foot wide Artesia District right-of-way and the North line of said parcel fronts 417 feet on the North line of said NE/4 NW/4. SEVENTH - All of the West 175 feet of that 200 foot strip lying West of the Artesia District main track in the NE/4 NW/4 Section 20 and the SE/4 NW/4 Section 17, T. 16 N., R. 17 E., Brooksville, Neshoba County, Mississippi.

the following described

lands and property situated in the County of Lowndes and State of Mississippi:

to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Artesia and Okolona Districts, in the State of Mississippi, County of Lowndes, extending on, over and across W/2 W/2 SECTION 34; W/2 W/2 SECTION 27; NE/4 NE/4 SECTION 28; E/2 SECTION 21; SW/4 SE/4 and W/2 SECTION 16; W/2 W/2 SECTION 9; E/2 E/2 SECTION 8; and E/2 E/2 SECTION 5; T. 17 N., R. 16 E.; E/2 SECTION 32; E/2 SECTION 29; W/2 E/2 SECTION 20; W/2 E/2 SECTION 17; W/2 E/2 SECTION 8; and E/2 SECTION 5; T. 18 N., R. 16 E.; and, E/2 E/2 SECTION 32; NW/4 NW/4 SECTION 33; SE/4 SE/4 SECTION 29; W/2 W/2 SECTION 28; and W/2 SECTION 21; T. 19 N., R. 16 E., LOWNDES COUNTY, MISSISSIPPI, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - All of the West 125 feet of that 150 foot strip lying West of the Artesia District main track centerline in the W/2 NW/4 Section 34 and the SW/4 SW/4 Section 27, T. 17 N., R. 16 E., Crawford, Lowndes County, Mississippi. SECOND - All that part of the East 125 feet of that 150 foot wide strip lying East of the Artesia District main track centerline in the SW/4 SW/4 Section 27, T. 17 N., R. 16 E., Crawford, Lowndes County, Mississippi, lying North of the North line of that tract of land conveyed to the Lapeyrouse Grain Corporation of Mississippi 3-4-1982. THIRD - All that portion of the West 150 feet of that 250 foot wide strip lying West of the Artesia District main track centerline in the NW/4 NE/4 Section 20 and SW/4 SE/4 Section 17, T. 18 S., R. 16 E., Artesia, Lowndes County, Mississippi, lying North of the easterly extension of the centerline of Lee Street. FOURTH - That part of the NW/4 SW/4 and SW/4 NW/4 Section 28, T. 19 N., R. 16 E., Maynew, Lowndes County, Mississippi, described as follows: Begin at a point on the West line said NW/4 SW/4 464.5 feet South from the Northwest corner thereof, and run South 375.5 feet; thence East to a line parallel with and 50 feet normally distant westerly from the Artesia District main track centerline; thence northerly along said parallel line 1438.6 feet; thence westerly at a right angle to the last described course, 150 feet; thence southerly parallel with said main track centerline 1100 feet; thence westerly in a straight line to return to the point of beginning. FIFTH - All of a 150' X 1200' strip lying easterly of the East line of the original 100 foot wide Artesia District right-of-way in the NW/4 SW/4 and SW/4 NW/4 Section 28, T. 19 N., R. 16 E., Maynew, Lowndes County, Mississippi.

the following described

lands and property situated in the County of Clay and State of Mississippi: to  
wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Artesia and Okolona Districts, in the State of Mississippi, County of Clay, extending on, over and across W/2 SECTION 16; E/2 W/2 SECTION 9; and E/2 W/2 SECTION 4; T.19 N., R.16 E; SECTION 1; T.19 S., R.6 E; CHICKASAW MERIDIAN; W/2 W/2 SECTION 16; W/2 SW/4 SECTION 25; E/2 E/2 SECTION 26; E/2 SECTION 23; SW/4 SE/4 and W/2 SECTION 14; W/2 W/2 SECTION 11; E/2 NE/4 SECTION 25 and E/2 E/2 SECTION 3; T.17 S., R. 6E; and, E/2 E/2 SECTION 14; E/2 E/2 SECTION 27; and E/2 E/2 SECTION 22; T.16 S., R.6 E. CLAY COUNTY, MISSISSIPPI, SAID PROPERTY

including: All right, title and interest retained by or accruing to the Illinois Central Gulf Railroad Company under conditions and reservations as set forth in deeds covering the conveyance of property located at West Point, Clay County, Mississippi from the Illinois Central Gulf Railroad Company to the City of West Point, Mississippi dated November 19, 1975 and deed from the Illinois Central Gulf Railroad Company to the City of West Point, Mississippi dated July 25, 1981, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND

PROPERTY: FIRST - That part of the NE/4 SW/4 and SE/4 NW/4 Section 14, T.17 S., R.6 E, West Point, Clay County, Mississippi, described as follows: Begin at a point on the South line of Travis Street 190 feet East from the East line of Cemetery Street, and run southerly perpendicular to said South line of Travis Street 170 feet; thence easterly at a right angle to the last described course 20 feet; thence southerly at a right angle to the last described course 170 feet; thence easterly at a right angle to the last described course 20 feet; thence southerly at a right angle to the last described course 140 feet; thence easterly at a right angle to the last described course to a point 25 feet perpendicularly distant westerly from the centerline of the Artesia District main track; thence northerly parallel with said main track centerline to the aforesaid South line of Travis Street; thence westerly along said South line to return to the point of beginning. SECOND - That part of the NW/4 Section 14, T. 17 S., R. 6 E., West Point, Clay County, Mississippi described as follows: Begin at a point on the West line of East Carroll Street 162 feet northerly from the North line of Westbrock Street, and run westerly perpendicular to said West line of East Carroll Street 80 feet; thence southerly parallel with said West line to the aforesaid North line of Westbrock Street; thence westerly along said North line to a point 25 feet perpendicularly distant easterly from the centerline of the Artesia District main track; thence northerly parallel with said main track centerline to the South line of Broad Street; thence easterly along said South line to a point 100 feet westerly from the aforesaid West line of East Carroll Street; thence southerly parallel with said West line 103 feet; thence easterly parallel with said South line of Broad Street 100 feet to said West line of East Carroll Street; thence southerly along said West line to return to the point of beginning.

the following described

lands and property situated in the County of Monroe and State of Mississippi :  
wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Artesia and Okolona Districts, in the State of Mississippi, County of Monroe, extending on, over and across E/2 E/2 SECTION 15; E/2 E/2 SECTION 10; and E/2 E/2 SECTION 3; T.16 S.,R.6 E; E/2 SECTION 34; W/2 E/2 SECTION 27; W/2 E/2 SECTION 22; W/2 SE/4, E/2 SW/4 and NW/4 SECTION 15; W/2 SECTION 10; W/2 SECTION 3; and NE/4 NE/4 SECTION 4; T.15 S.,R.6 E; SE/4 and W/2 SECTION 33; E/2 NE/4 SECTION 32; E/2 SECTION 29; SW/4 SE/4 and W/2 SECTION 20; W/2 SW/4 SECTION 17; E/2 SECTION 18; W/2 SE/4, NE/4 SW/4 and NW/4 SECTION 7; and SW/4 and SW/4 NW/4 SECTION 6; T.14 S.,R.6 E; MONROE COUNTY, MISSISSIPPI; on, over and across W/2 W/2 SECTION 31; T.11 S.,R.6 E, MONROE COUNTY, MISSISSIPPI, said property including: Artesia District vye track #51A and #51B and spur track #51C right-of-way at Mile Post MM-246.3 in W/2 Section 3, T.15 S.,R.6 E, Monroe County, Mississippi, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - All of a 150' X 600' parcel lying westerly of the original 100 foot wide Artesia District right-of-way in the E/2 SE/4 Section 3, T.16 S.,R.6 E., Monroe County, Mississippi. SECOND - All that part of the West 95 feet of the 150 foot strip lying West of the Artesia District main track centerline in the S/2 NE/4 Section 34, T.15 S.,R.6 E, Milden, Monroe County, Mississippi, lying South of the South line of Mississippi State Hwy. #25. THIRD - All of the west 120 feet of that 200 foot strip lying West of the Artesia District main track centerline in the NW/4 NW/4 Section 10, T.15 S.,R.6 E, Prairie, Monroe County, Mississippi.

the following described

lands and property situated in the County of Chickasaw and State of Mississippi:

to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Artesia and Okolona Districts, in the State of Mississippi, County of Chickasaw, extending on, over and across E/2 NE/4 SECTION 1; T. 14 S., R. 5 E., E/2 E/2 SECTION 36; E/2 SECTION 25; E/2 SECTION 24; W/2 E/2 and E/2 W/2 SECTION 13; E/2 W/2 SECTION 12; W/2 SECTION 1; and NE/4 NE/4 SECTION 2; T. 13 S., R. 5 E., and E/2 SECTION 35; S/2 Section 26; E/2 SECTION 23; E/2 SE/4 SECTION 14; W/2 SECTION 13; E/2 SW/4, W/2 SE/4 and NE/4 SECTION 12; and E/2 E/2 SECTION 1; T. 12 S., R. 5 E., CHICKASAW COUNTY, MISSISSIPPI, said property including: (A) Okolona District spur track #64, #64A and #66 right-of-way vicinity Mile Post #260.9 in NW/4 Section 35, (B) Spur track #76A and #76B right-of-way vicinity Mile Post #261.5 in SW/4 Section 26, T. 12 S., R. 5 E., Chickasaw County, Mississippi; (C) A trackage easement 20' wide, 10' either side of centerline of tracks ICC #64 and #64A, South of Warren Street and West of line original 200' wide right-of-way, vicinity Okolona District Mile Post #260.79, NW/4 Section 35, T. 12 S., R. 5 E., Okolona, Chickasaw County, Mississippi; **LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY:** **FIRST** - That part of the SE/4 SE/4 Section 36, T. 13 S., R. 5 E., Egypt, Chickasaw County, Mississippi, described as follows: From the Southeast corner said SE/4 SE/4, run West along the South line thereof 500 feet; thence northerly along a line forming an angle to the right of 82°40' with the western extension of the last described course 250 feet to the POINT OF BEGINNING; thence continuing northerly along the last described course 240 feet to a point; thence northerly along a line forming an angle to the left of 5°12' a distance of 452.9 feet to a property corner; thence westerly along a line forming an angle to the left of 73°39' with the northern extension of the last described course 170.5 feet to a line parallel and/or concentric with and 50 feet normally distant easterly from the centerline of the Artesia District main track; thence southerly along said parallel and/or concentric line 450 feet; thence southeasterly in a straight line to return to the point of beginning. **SECOND** - That part of the NE/4 Section 35, T. 12 S., R. 5 E., Okolona, Chickasaw County, Mississippi, described as follows: Begin at the point where the West line of the original 200 foot wide Okolona District right-of-way intersects the South line of Warren Street, and run southerly along said West right-of-way line 600 feet; thence westerly parallel with said South line of Warren Street 124 feet; thence northerly at a right angle to the last described course, to said South line of Warren Street; thence easterly along said South line to return to the point of beginning. Subject to a 20 foot wide trackage easement for track ICC #64A and Track ICC #64, said easement hereinabove described and conveyed as item (C). **THIRD** - All that part of the SW/4 NE/4 Section 26, T. 12 S., R. 5 E., Okolona, Chickasaw County, Mississippi, lying West of a line parallel and/or concentric with and 50 feet normally distant westerly from the centerline of the Okolona District main track; East of Fleming Street; South of the North line of Wheeler Street; and North of the North line extended of that tract conveyed to the Lapeyrouse Grain Corporation of Mississippi 6-2-1975.

FOURTH - That part of the NW/4 SE/4 Section 26, T. 12 S., R. 5 E., Okolona, Chickasaw County, Mississippi, described as follows: From a point on the East line of Fleming Street 290 feet southerly from the South line of Jefferson Street, run easterly parallel with said South line of Jefferson Street 370 feet to the POINT OF BEGINNING; thence continuing easterly 230 feet to a property corner; thence northerly parallel with said East line of Fleming Street 290 feet to said South line of Jefferson Street; thence westerly along said South line 10 feet to the West line of Childs Street; thence northerly along said West line 460 feet; thence westerly at a right angle to the last described course 110 feet; thence southerly in a straight line to return to the point of beginning. FIFTH - That part of the W/2 NE/4 Section 26, T. 12 S., R. 5 E., Okolona, Chickasaw County, Mississippi, described as follows: Begin at a point on the North line of Wheeler Street 70 feet normally distant easterly from the centerline of the Okolona District main track, and run easterly along said North line of Wheeler Street to the West line of Childs Street; thence northerly along said West line of Childs Street 290 feet; thence westerly at a right angle to the last described course to a point 150 feet normally distant easterly from said main track centerline; thence northerly parallel with said main track centerline to a point 1282 feet northerly from said North line Winter Street; thence West to a point 50 feet normally distant easterly from said main track centerline; thence southerly parallel with said main track centerline to a point 370 feet northerly of said North line Winter Street; thence easterly at a right angle to the last described course 20 feet; thence southerly parallel with said main track centerline to return to the point of beginning. SIXTH - That part of the NW/4 SE/4 Section 26, T. 12 S., R. 5 E., Okolona, Chickasaw County, Mississippi, described as follows: Begin at the intersection of the South line of Jefferson Street and East line of Fleming Street, and run southerly along said East line of Fleming Street 290 feet to a property corner; thence easterly parallel with said South line of Jefferson Street, 55 feet, more or less, to a line parallel with and 10 feet normally distant westerly from the centerline of Track ICC #76A; thence northerly along said parallel line, 280 feet, more or less, to the eastern extension of said South line of Jefferson Street; thence westerly along said South line, 100 feet, more or less, to return to the point of beginning.

the following description

lands and property situated in the County of Lee and State of Mississippi: to

wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Artesia and Okalona Districts, in the State of Mississippi, County of Lee, extending on, over and across SE/4 SE/4 SECTION 36; T. 11 S., R. 5 E; LEE COUNTY, MISSISSIPPI; W/2 SECTION 30; E/2 W/2 and W/2 NE/4 SECTION 19; E/2 SW/4 and W/2 E/2 SECTION 18; W/2 E/2 and E/2 W/2 SECTION 7; and W/2 SECTION 6; T. 11 S., R. 6 E; W/2 SECTION 11; W/2 SECTION 30; W/2 W/2 SECTION 19; W/2 and NW/4 NE/4 SECTION 18; SECTION 7; and E/2 SECTION 6; T. 10 S., R. 6 E; E/2 E/2 SECTION 11; W/2 NW/4 SECTION 29; W/2 W/2 SECTION 30; W/2 SECTION 20; E/2 W/2 SECTION 17; E/2 SW/4 and W/2 E/2 SECTION 8; and W/2 E/2 SECTION 9; T. 9 S., R. 6 E; E/2 SECTION 12; S/2 S/2 and E/2 E/2 SECTION 29; W/2 NE/4 SECTION 28; W/2 SECTION 21; W/2 SECTION 16; E/2 W/2 SECTION 9; and E/2 W/2 and W/2 NE/4 SECTION 4; T. 8 S., R. 6 E; AND, E/2 SECTION 33; NW/4 NW/4 SECTION 34; SW/4, NW/4 SE/4 and NE/4 SECTION 27; SE/4 SE/4 SECTION 22; W/2 SECTION 23; SE/4 SW/4 and E/2 SECTION 14; E/2 E/2 SECTION 11; and E/2 E/2 SECTION 2; T. 7 S., R. 6 E., LEE COUNTY, MISSISSIPPI, said property including: (A) Okalona District Industrial lead #91A right-of-way at Mile Post MM-772.1 in NW/4 Section 6, T. 11 S., R. 6 E.; (B) Industrial Track #96, #96B and #96C and spur track #97, #97A, #97C, #97D, #97E, #97J, #97JA and #97JB in vicinity Mile Post MM-777.5 in Section 7; (C) Industrial Lead #100B, #100C, #100D, #100E and #100H vicinity Mile Post MM-778.1 in E/2 Section 6, T. 10 S., R. 6 E; (D) Industrial spur track #100A right-of-way at Mile Post MM-778.8 in S/2 Section 11, T. 9 S., R. 6 E.; (E) Industrial lead right-of-way at Mile Post MM-283.9 in S/2 S/2 Section 29, T. 8 S., R. 6 E., Lee County, Mississippi, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - All of a 150' X 1200' tract lying East of a line parallel and/or concentric with and 50 feet normally distant easterly from the centerline of the Okalona District main track in the W/2 NE/4 and E/2 NW/4 Section 19, T. 11 S., R. 6 E., Shannon, Lee County, Mississippi. SECOND - All of a rectangular shaped parcel situated in the SW/4 NW/4 Section 30, T. 10 S., R. 6 E., Lee County, Mississippi; the East line of said parcel fronts 166 feet on the West line of the original 100 foot wide Okalona District right-of-way and the North line of said parcel fronts 163 feet on the North line of said SW/4 NW/4. THIRD - All of the West 125 feet of that 150 foot strip lying west of the Okalona District main track centerline in the SW/4 SW/4 Section 19; T. 10 S., R. 6 E; Verona, Lee County, Mississippi. FOURTH - All that part of the East 125 feet of that 150 foot strip lying East of the Okalona District main track centerline in the SW/4 SW/4 Section 19, T. 10 S., R. 6 E; Verona, Lee County, Mississippi; lying South of the South line of that property conveyed to the Sun Gas Company 11-7-1978. FIFTH - All that part of the East 125 feet of that 150 foot strip lying East of the Okalona District main track centerline in the SW/4 SW/4 Section 19, T. 10 S., R. 6 E; Verona, Lee County, Mississippi; lying North of the North line of that property conveyed to Better Brands Distributing Company, Inc. 8-6-1974. SIXTH - That part of the SW/4 Section 27, T. 7 S., R. 6 E., Guntown, Lee County, Mississippi, described as follows: From the intersection of the centerline of the Okalona District main track with the North line NW/4 SE/4 said Section 27, run southerly along said main track centerline 1949 feet; thence easterly at a right angle to the last described course 50 feet to the POINT OF BEGINNING; thence continuing easterly along the last described course 100 feet; thence northerly parallel with said main track

centerline 900 feet; thence northerly in a straight line 430 feet to a point 1 feet normally distant easterly from said main track centerline; thence southerly parallel with said main track centerline to return to the point of beginning. SEVENTH - All of the West 110 feet of that 135 foot strip lying West of the Okolona District main track centerline in the NE/4 NE/4 Section 2, T. 7 S., R. 6 E., Baldwin, Lee County, Mississippi; lying North of the North line of Lee Street and South of the South line of that property conveyed to B.A. McVey, Jr. and L.M. McVey 8-25-1975. EIGHTH - All of the East 105 feet of the 165 foot strip lying East of the Okolona District main track centerline in the NE/4 NE/4 Section 2, T. 7 S., R. 6 E., Baldwin, Lee County, Mississippi; lying North of the North line of Lee Street and South of the South line of that property conveyed to J.R. Joyner, 2-8-1977. NINTH - All of a 0.057 acre tract situated in SE/4 SW/4 Section 20, T. 8 S., R. 6 E., Chickasaw Meridian, Lee County, Mississippi, including guy wire and access easements as acquired from L. Brown, et ux, 10-16-1969, recorded Book 865-page 379.

the following described lands and property situated in the County of Prentiss and State of Mississippi to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and right thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Artesia and Okole Districts, in the State of Mississippi, County of Prentiss, extending on, over and across E/2 SE/4 SECTION 35; W/2 W/2 SECTION 36; W/2 SECTION 25; E/2 SW/4 and W/2 E SECTION 24; E/2 SECTION 13; and E/2 SE/4 SECTION 12; T.6 S., R.6 E.; W/2 W/2 SECTION and W/2 SECTION 6; T.6 S., R.7 E.; E/2 SE/4 and W/2 E/2 SECTION 11; SE/4 SECTION 30; NW/4 SW/4 and N/2 SECTION 29; S/2 SE/4 SECTION 20; W/2 SECTION 21; E/2 SW/4, NW/4 SE/4 and NE/4 SECTION 16; SE/4 SE/4 SECTION 9; W/2 W/2 SECTION 10; and SW/4, E/2 NW and W/2 NE/4 SECTION 3; T.5 S., R.7 E., and E/2 SECTION 34; NW/4 NW/4 SECTION 35; SW/ E/2 NW/4 and W/2 NE/4 SECTION 26; E/2 SECTION 23; E/2 E/2 SECTION 14; W/2 NW/4 SECTION 13; and E/2 E/2 SECTION 11; T.4 S., R.7 E., PRENTISS COUNTY, MISSISSIPPI, and property including: Okole District spur track #135 at Mile Post 309 in NW/4 SW/4 Section 10, T.5 S., R.7 E., Prentiss County, Mississippi, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST-All that part of that 100' x 1306 tract lying west of the original 100 foot wide Okole District right-of-way in the W/2 NW/4 Section 7, T.6 S., R.7 E., Wheelers, Prentiss County, Mississippi, lying west of a line parallel and/or concentric with and 10 feet normally distant westerly from the centerline of Track ICC #130. SECOND-All of a 0.057 acre tract situated in NE/4 SW/4 Section 3, T.5 S., R.7 E., Chickasaw Meridian, Prentiss County, Mississippi, including guy wire and access easements as acquired from C.W. Bolton, et ux, 2-4-1970, recorded Book 92-page 116.

the following described

lands and property situated in the County of Alcorn and State of Mississippi: to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Artesia and Okolona Districts, in the State of Mississippi, County of Alcorn, extending on, over and across E/2 E/2 SECTION 2; T. 4 S., R. 7 E.; E/2 E/2 SECTION 35; E/2 E/2 SECTION 26; E/2 E/2 SECTION 23; W/2 NW/4 SECTION 24; SW/4, SE/4 NW/4 and NE/4 SECTION 13; and SE/4 SECTION 12; T. 3 S., R. 7 E.; NW/4 SW/4 and NW/4 SECTION 7; and E/2 W/2 and W/2 E/2 SECTION 6; T. 3 S., R. 8 E.; W/2 SECTION 31; and W/2 W/2 SECTION 30; T. 2 S., R. 8 E.; E/2 E/2 SECTION 25; E/2 SECTION 24; W/2 E/2 and NW/4 SECTION 13; W/2 and SW/4 SECTION 14; W/2 SECTION 12; W/2 SW/4 SECTION 1; and E/2 E/2 SECTION 2; T. 2 S., R. 7 E.; and, E/2 E/2 SECTION 35; T. 1 S., R. 7 E., ALCORN COUNTY, MISSISSIPPI, to a line parallel and/or concentric with and 50 feet normally distant southwesterly from the centerline of the Illinois Central Gulf Railroad Company's Birmingham District main track Northwest of Corinth, ALCORN COUNTY, MISSISSIPPI, at approximate Okolona District Mile Post MM-330.35; said property including: (A) Okolona District South Corinth Industrial area trackage #200, 201, 202, 202b, 203, 203a and W. P. Hall Lead track and right-of-way West of Mile Post MM-327.3 in Sections 13 and 14; (b) Spur track #150, #150A, #150B and #150C right-of-way, at Mile Post MM-328.5 in W/2 NW/4 Section 12, T. 2 S., R. 7 E., Alcorn County, Mississippi; LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - All that part of the W/2 NW/4 Section 12 and S/2 SW/4 Section 1, T. 2 S., R. 7 E., Corinth, Alcorn County, Mississippi, described as follows: Begin at intersection of South line Fleming Street and West line of U.S. Hwy. #45, and run southerly along said West line 353.41 feet to a property corner; thence westerly at a right angle to the last described course 75 feet; thence northerly in a straight line to a point on said South line of Fleming Street 100 feet westerly from said West line of Hwy. #45; thence easterly along said South line 100 feet to return to the point of beginning. AND, SECOND - All that part of the W/2 SW/4 Section 1, T. 2 S., R. 7 E., Corinth, Alcorn County, Mississippi, lying North of the centerline of Wick Street; South of a line parallel with and 45 feet normally distant southerly from the centerline of the Southern Railway Company's main track; East of the southerly extension of the West line of Jackson Street; and West of the West line of that property conveyed to P. Flannigan 1-20-1977.

the following described

lands and property situated in the County of Choctaw and State of Mississippi:

to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Aberdeen District, in the State of Mississippi, County of Choctaw, extending northeasterly from a line perpendicular to the centerline of the main track at Aberdeen District Mile Post M-47.5 (Valuation Station 2498-64) East of Fortress, CHOCTAW COUNTY, MISSISSIPPI, on, over and across NE/4 NE/4 SECTION 35; SE/4 SE/4 SECTION 26; NW/4 NW/4 SECTION 36; and S/2 SW/4 and SE/4 SECTION 25; T. 17 N., R. 10 E., CHOCTAW MERIDIAN; and NW/4 SW/4 and S/2 N/2 SECTION 30, S/2 N/2 SECTION 29; NW/4 SECTION 28; SE/4 SW/4 and E/2 SECTION 21; SE/4 and SE/4 NE/4 SECTION 16; NW/4 SW/4, N/2 and NE/4 SE/4 SECTION 15; SW/4 NW/4 and N/2 S/2 SECTION 14; and N/2 S/2 SECTION 13; T. 17 N., R. 11 E., CHOCTAW COUNTY, MISSISSIPPI, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: (FIRST) That part of the North 100 feet of the original 250 foot wide Aberdeen District station ground property situated in the S/2 NW/4 Section 29, T. 17 N., R. 11 E., Ackerman, Choctaw County, Mississippi, lying West of the West line of that 115 foot by 280 foot parcel conveyed to T.J. Busby and Mrs. G.T. Busby 5-5-1972. (SECOND) That part of the North 100 feet of the original 250 foot wide Aberdeen District station ground property situated in the S/2 NW/4 Section 29, T. 17 N., R. 11 E., Ackerman, Choctaw County, Mississippi, lying West of a line parallel with and 230 feet normally distant westerly from the West line of 50 foot wide Commerce Street and East of the East line of that 34' X 110' parcel conveyed to J.P. Coleman 3-29-1973. (THIRD) That part of the North 75 feet of the original 250 foot wide Aberdeen District station ground property situated in the S/2 NW/4 Section 29, T. 17 N., R. 11 E., Ackerman, Choctaw County, Mississippi, lying West of the centerline of 50 foot wide Commerce Street and East of a line parallel with and 230 feet normally distant westerly from said West line of Commerce Street. (FOURTH) That part of the North 100 feet of the original 250 foot wide Aberdeen District station ground property situated in the S/2 NW/4 Section 29, T. 17 N., R. 11 E., Ackerman, Choctaw County, Mississippi, lying East of the East line of that 125' X 150' parcel conveyed to Donald E. Ellis 12-1-1976. (FIFTH) That part of the South 50 feet of the original 250 foot wide Aberdeen District station ground property situated in the S/2 NW/4 Section 29, T. 17 N., R. 11 E., Ackerman, Choctaw County, Mississippi, lying West of the centerline of 50 foot wide Charter Street. (SIXTH) All of the South 50 feet of that 100 foot wide strip lying South of the centerline of the Aberdeen District main track in the S/2 NW/4 Section 29, T. 17 N., R. 11 E., Ackerman, Choctaw County, Mississippi, and lying East of the East line of that 56' X 110' parcel conveyed to James P. Coleman 4-4-1968.

the following described lands and property situated in the County of Oktibbeha and State of Mississippi to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Aberdeen District, in the State of Mississippi, County of Oktibbeha, extending on, over and across N/2 SW/4 and S/2 W/2 SECTION 18, N/2 SECTION 17; N/2 W/2 SECTION 16; SE/4 SE/4 SECTION 9; S/2 SECTION 10; NW/4 SW/4 and NW/4 SECTION 11; SE/4 SW/4 and SE/4 SECTION 2; and N/2 SW/4, SE/4 NW/4 and NE/4 SECTION 1; T.17 N.,R. 12 E; N/2 NW/4 SECTION 6; T.17 N.,R. 13 E; S/2 SW/4 and SE/4 SECTION 11; NW/4 SW/4, S/2 NW/4 and NE/4 SECTION 12; SE/4 SE/4 SECTION 29; SW/4, NW/4 SE/4 and S/2 NE/4 SECTION 28; NW/4 and NW/4 NE/4 SECTION 27; SE/4 SW/4 and SE/4 SECTION 22; N/2 SW/4, S/2 NW/4 and NE/4 SECTION 23; SE/4 SE/4 SECTION 14; NW/4 NW/4 SECTION 24; and SW/4, N/2 SE/4 and S/2 NE/4 SECTION 13; T.18 N.,R. 13 E; NW/4 and NW/4 NE/4 SECTION 18; SE/4 SECTION 7; SW/4, SE/4 NW/4 and NE/4 SECTION 8; N/2 SECTION 9; S/2 SW/4 and SE/4 SECTION 4; and NW/4 SW/4, NW/4 and N/2 NE/4 SECTION 3; T.18 N.,R. 14 E; SE/4 SE/4 SECTION 34; SW/4, NW/4 SE/4 and NE/4 SECTION 15; SE/4 SE/4 SECTION 36; and SW/4, N/2 SE/4 and SE/4 NE/4 SECTION 25; T.19 N.,R.14 E; NW/4 and N/2 NE/4 SECTION 30; S/2 SE/4 SECTION 19; SW/4, NW/4 SE/4 and S/2 NE/4 SECTION 20; NW/4 and NW/4 NE/4 SECTION 21; SE/4 SW/4, SE/4 and E/2 NE/4 SECTION 16; NW/4 NW/4 SECTION 15; SW/4, E/2 NW/4 and N/2 NE/4 SECTION 10; SE/4 and SE/4 NE/4 SECTION 3; and NW/4 SW/4 and NW/4 SECTION 2; T.19 N.,R.15 E; and, E/2 SW/4, NW/4 SE/4 and NE/4 SECTION 35; T.20 N.,R.15 E, OKTIBBEHA COUNTY, MISSISSIPPI; said property including: (A) Aberdeen District industrial park lead right-of-way in SE/4 SW/4 Section 4 and N/2 NW/4 Section 9 T.18 N.,R.14 E, Oktibbeha County, Mississippi; (B) A 20' wide trackless easement, 10' each side of centerline of track serving Dairy Feed Co., Inc., South of Lafayette Street, vicinity Mile Post M-74.7 in N/2 NE/4 Section 3, T.18 N.,R. 14 E., Starkville, Oktibbeha County, Mississippi; (C) All right, title and interest retained by or accruing to the Illinois Central Gulf Railroad Company under conditions and reservations as set forth in deed covering the conveyance of property located in Starkville, Oktibbeha County, Mississippi from the Illinois Central Gulf Railroad Company to Dairy Feed Company, Inc. dated February 27, 1972, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: (FIRST) - All of the North 67 feet of that 100 foot wide strip lying North of the centerline of the Aberdeen District main track: the N/2 NE/4 Section 3, T.18 N.,R.14 E, Starkville, Oktibbeha County, Mississippi, and lying West of the centerline of Lafayette Street and East of the East line of Washington Street. (SECOND) - That part of the Aberdeen District station ground property situated in the N/2 NE/4 Section 3, T.18 N.,R.14 E, Starkville, Oktibbeha County, Mississippi, described as follows: Begin at a point on the East line of Washington Street 33 feet perpendicularly distant southeasterly from the centerline of the Aberdeen District main track and run East parallel with the North line of said N/2 NE/4 Section 3 a distance of 133 feet, more or less, to a point 210 feet West from the West line of Lafayette Street as measured along said parallel line; thence South at a right angle to the last described course 110 feet; thence East parallel with the aforesaid North line N/2 NE/4 Section 3 a distance of 210 feet, more or less, to said West line Lafayette Street; thence North along said West line Lafayette Street to a point 33 feet perpendicularly distant southeasterly from said main track centerline; thence southwesterly parallel with said main track centerline 390 feet, more or less to return to the point of beginning. Subject to a 20 foot easement for that track serving the Dairy Feed Company, Inc., said easement hereinabove described and conveyed as item (B). (THIRD) - All of the West 100 feet of the original 250 foot wide Aberdeen District station ground property situated in the SW/4 Section 10 and NW/4 NW/4 Section 15, T.19 N.,R.

2, at Osborn, Oktibbeha County, Mississippi. (FOURTH) - All of the East 50 feet of the original 250 foot wide Aberdeen District station ground property situated in the SW/4 Section 10 and NW/4 NW/4 Section 15, T.19 N., R.15 E at Osborn, Oktibbeha County, Mississippi. (FIFTH) - All of the East 50 feet of the original 250 foot wide Aberdeen District station ground property situated in the NW/4 Section 2, T.19 N., R.15 E and S/2 SW/4 Section 35, T.20 N., R.15 E at Muldrow, Oktibbeha County, Mississippi. (SIXTH) - All of the West 100 feet of the original 250 foot wide Aberdeen District station ground property situated in the NW/4 Section 2, T. 19 N., R. 15 E and S/2 SW/4 Section 35, T. 20 N., R. 15 E at Muldrow, Oktibbeha County, Mississippi.

the following described

lands and property situated in the County of Clay and State of Mississippi to  
wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Aberdeen District, in the State of Mississippi, County of Clay, extending on, over and across SECTION 26; T. 20 N., R. 15 E. CHOCTAW MERIDIAN; E/2 SECTION 28; W/2 SECTION 28; SW/4, SE/4 NW/4, NW/4 SE/4 and NE/4 SECTION 21; SE/4 SE/4 SECTION 16; SW/4, SE/4 NW/4 and NE/4 SECTION 15; SE/4 SE/4 SECTION 10; W/2 SECTION 11; and SE/4 SW/4, W/2 SE/4 and NE/4 SECTION 2; T. 17 S., R. 6 E. CHOCTAW MERIDIAN; E/2 SE/4 SECTION 35; W/2 SW/4 and NW/4 SECTION 36; SW/4, SE/4 NW/4 and W/2 NE/4 SECTION 25; and SE/4 and E/2 NE/4 SECTION 24; T. 16 S., R. 6 E; and, NW/4 NW/4 SECTION 19; T. 16 S., R. 7 E. CLAY COUNTY, MISSISSIPPI.  
**LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST -** All of the West 50 feet of the original 250 foot wide Aberdeen District station ground property situated in the W/2 NE/4 Section 25 and SW/4 SE/4 Section 24, T. 16 S., R. 6 E at Whites, Clay County, Mississippi. **SECOND -** All of the East 100 feet of the original 250 foot wide Aberdeen District station ground property situated in the W/2 NE/4 Section 25 and SW/4 SE/4 Section 24, T. 16 S., R. 6 E. at Whites, Clay County, Mississippi.

the following described

lands and property situated in the County of Monroe and State of Mississippi.

WIT:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Aberdeen District, in the State of Mississippi, County of Monroe, extending w/2 SECTION 18; SE/4 SW/4, W/2 SE/4 and NW/4 SECTION 7; E/2 SE/4 SECTION 6; and NW/4 SW/4 and NW/4 SECTION 5; T. 16 S., R. 7 E; SW/4, E/2 NW/4 and NW/4 NE/4 SECTION 32; E/2 SECTION 29; E/2 SE/4 SECTION 20; W/2 SW/4 and NW/4 SECTION 21; SW/4, SE/4 NW/4 and NE/4 SECTION 16; SW/4 SECTION 9; NW/4 SW/4, NW/4 and NW/4 NE/4 SECTION 10; SE/4 SECTION 3; and NW/4 SW/4 and NW/4 SECTION 2; T. 15 S., R. 7 E; AND, W/2 SECTION 35; and SW/4 SECTION 26; T. 14 S., R. 7 E; to a line perpendicular to said Aberdeen District main track centerline in said W/2 Section 35, T. 14 S., R. 7 E. at Mile Post H-106.05 (Valuation Station 5590-10) at Aberdeen, MONROE COUNTY, MISSISSIPPI, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - All of the East 100 feet of that 150 foot strip lying East of the centerline of the Aberdeen District main track in the E/2 NW/4 Section 18 and SE/4 SW/4 and SW/4 SE/4 Section 7, T. 16 S., R. 7 E, at Strong, Monroe County, Mississippi. SECOND - All of the West 50 feet of that 100 foot strip lying West of the Aberdeen District main track centerline in E/2 NW/4 Section 18, T. 16 S., R. 7 E, at Strong, Monroe County, Mississippi, and lying South of the South line of that 0.65 acre tract of land conveyed to Mrs. Bruce Knox 9-7-1945. THIRD - All of the West 50 feet of that 100 foot wide strip lying West of the Aberdeen District main track centerline in SE/4 SW/4 Section 7, T. 16 S., R. 7 E, at Strong, Monroe County, Mississippi. FOURTH - All of the West 100 feet of that 150 foot wide strip lying West of the Aberdeen District main track centerline in NW/4 SW/4 Section 10, T. 15 S., R. 7 E, Monroe County, Mississippi. FIFTH - That part of NW/4 Section 35, T. 14 S., R. 7 E, at Aberdeen, Monroe County, Mississippi, described as follows: Begin at point on North line Jackson Street 50 feet perpendicularly distant westerly from Aberdeen District main track centerline, and run northerly parallel with said main track centerline 1695 feet, more or less, to South line property conveyed to Tennessee River Pulp and Paper Company 7-25-1978; thence westerly along said "Paper Company" South line to a point in the North line of Washington Street 100 feet perpendicularly distant westerly from said main track centerline; thence southerly parallel with said main track centerline 220 feet, more or less, to West line Lot 349, Block 23, Old Aberdeen; thence South along said West line Lot 349 extended, a distance of 70 feet, more or less, to Southwest corner Lot 350, said Block 23; thence East along said South line Lot 350 to point 100 feet perpendicularly distant westerly from said main track centerline; thence southerly parallel with said main track centerline 70 feet, more or less, to the West line Lot 347, said Block 23; thence South along said West line Lot 347 to Southwest corner thereof in North line Jefferson Street; thence East along said North line Jefferson Street to a point 100 feet perpendicularly distant westerly from said main track centerline; thence southerly parallel with said main track centerline 1205 feet, more or less, to aforesaid North line Jackson Street; thence East along said North line Jackson Street to return to the point of beginning.

SIXTH - That part of NW/4 Section 35, T. 14 S., R. 7 E., at Aberdeen, Monroe County, Mississippi, described as follows: Begin at point in North line Jackson Street 50 feet perpendicularly distant easterly from the Aberdeen District main track centerline, and run northerly parallel with said main track centerline 1935 feet, more or less, to South line Commerce Street; thence East along said South line Commerce Street 185 feet, more or less, to West line Walnut Street; thence South along said West line Walnut Street 210 feet, more or less, to point 150 feet perpendicularly distant easterly from said main track centerline; thence southerly parallel with said main track centerline 990 feet, more or less, to South line Madison Street; thence East along said South line Madison Street 50 feet, more or less, to West line Poplar Street; thence South along said West line Poplar Street 125 feet, more or less, to point 150 feet perpendicularly distant easterly from said main track centerline; thence southerly parallel with said main track centerline 590 feet, more or less, to aforesaid North line Jackson Street; thence West along said North line Jackson Street to return to the point of beginning. SEVENTH - That triangular portion Block 2, Old Aberdeen, S/2 SW/4 Section 26, T. 14 S., R. 7 E., Aberdeen, Monroe County, Mississippi, lying East of line parallel and/or concentric with and 50 feet normally distant easterly from centerline Aberdeen District main track. AND, EIGHTH - That part of S/2 SW/4 Section 26, T. 14 S., R. 7 E., Aberdeen, Monroe County, Mississippi, described as follows: Begin at Northwest corner Lot 864, Block 99, Old Aberdeen in South line Fulton Street, and run South along the West line said Lot 864 a distance of 150 feet to Southwest corner thereof; thence West along North line Lot 868, said Block 99, a distance of 5 feet, more or less, to a property corner; thence southerly a distance of 35 feet, more or less, to a line parallel and/or concentric with and 50 feet normally distant easterly from the centerline of the Aberdeen District main track; thence southerly along said parallel and/or concentric line 140 feet, more or less, to the North line of Canal Street; thence East along said North line of Canal Street to the West bank of the Tombigbee River; thence northerly along said West bank to the aforesaid South line of Fulton Street; thence West along said South line of Fulton Street to return to the point of beginning.

the following described

and property situated in the County of Lowndes and State of Mississippi to

A strip of land of varying widths, hereto operated by the Illinois Central Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Montgomery District, in the State of Mississippi, County of Lowndes, extending easterly from the East line of Grantor's original 500 foot wide Artesia District station property at Artesia, LOWNDES COUNTY, MISSISSIPPI at Mile Post MR-0.22, on, across NW/4 NE/4 SECTION 20; SW/4 SE/4 and E/2 SE/4 SECTION 17; SW/4 SW/4 and S/2 SECTION 16; N/2 SW/4 and S/2 N/2 SECTION 15; N/2 SECTION 14; N/2 N/2 SECTION 13; and SE/4 SE/4 SECTION 12; T. 18 N., R. 16 E, CROTON MERIDIAN; NW/4 NW/4 SECTION 18; S/2 S/2 SECTION 7; SW/4, NW/4 SE/4 and S/2 NE/4 SECTION 8; NW/4 NW/4 NE/4 SECTION 9; SE/4 SW/4 and SE/4 SECTION 4; N/2 SW/4, S/2 NW/4 and N SECTION 3; and NW/4 NW/4 SECTION 2; T. 18 N., R. 17 E; SE/4 SE/4 SECTION 34; SE/4 NW/4 and S/2 NE/4 SECTION 35; SW/4 NW/4 and N/2 N/2 SECTION 36; and S/2 SECTION 25; T. 19 N., R. 17 E; S/2 SW/4, SE/4 and NE/4 NE/4 SECTION 30; and S/2, S/2 NE/4 and W/2 NW/4 FRACTIONAL SECTION 29; T. 19 N., R. 18 E; S/2 N/2 FRACTIONAL SECTION 20; N/2 SECTION 21; N/2 and W/2 SW/4 SECTION 22; NW/4, S/2 and NW/4 SE/4 SECTION 23; and S/2 NW/4 and N/2 S/2 SECTION 24; T. 18 S., R. HUNTSVILLE MERIDIAN; AND: S/2 SECTION 19; SW/4 SW/4 SECTION 20; NW/4, E/2 NE/4 NE/4 SE/4 SECTION 29; SW/4 SECTION 28; NE/4 NW/4 and N/2 NE/4 SECTION 33; N SECTION 34; S/2 S/2 SECTION 27; and S/2 SW/4 and SW/4 SE/4 SECTION 26; T. 18 17 W, LOWNDES COUNTY, MISSISSIPPI, SAID PROPERTY INCLUDING: (A) All Montgomery District wye property at Artesia, Lowndes County, Mississippi; (B) Spur track right-of-way at Mile Post MR-16.5 in W/2 E/2 Section 23, T. 18 S. R. 18 W, Lowndes County, Mississippi; (C) Right-of-way for tracks ICC #16 and #16A at Mile Post MR-13.0, Track ICC #19 at Mile Post MR-13.73, Tracks ICC #25C, 27, 25B and 25A vicinity Mile Post MR-14.0, Track ICC #34 "Gravel Pit Spur" and Tracks ICC #35 and 36C vicinity Mile Post MR-14.56, and Track ICC #38A at Mile Post MR-16.0 Columbus, Lowndes County, Mississippi; LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST) All of that 2.99 acre tract acquired by said former Mobile and Ohio Railroad Company from L.A. Whitfield 12-31-1870, document recorded Book 41/page 577, said tract 315 feet wide fronts 420 feet on the Northwest line of Grantor's 100 foot wide right-of-way in the N/2 Section 3, T. 18 N., R. 17 E, Lowndes County, Mississippi. SECOND) All of the Northeast 50 feet of Grantor's original 200 foot wide by 2000 foot long right-of-way situated in the NE/4 SE/4 Section 29 and SW/4 Section 28, T. 18 S., R. 17 W, Lowndes County, Mississippi. THIRD) All of the Southwest 50 feet of Grantor's original 200 foot wide by 2000 foot long right-of-way situated in the NE/4 SE/4 Section 29 and Section 28, T. 18 S., R. 17 W, Lowndes County, Mississippi. FOURTH) All of that 3.70 acre tract of land acquired by said former Railroad Company from T. McCarty et al, 6-12-1897, document recorded Book 76/page 532, lying North of a line parallel and/or concentric with and 15 feet normally distant northerly from centerline Montgomery District Tract #42 in S/2 SW/4 and SW/4 SE/4 Section 2, T. 18 S., R. 17 W, Lowndes County, Mississippi.

the following described

lands and property situated in the County of Pickens and State of Alabama to  
wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company Montgomery District, in the State of Alabama, County of Pickens, extending on, over and across S/2 SE/4 SECTION 26; E/2 NE/4 SECTION 35; and NW/4, E/2 SW/4 and W/2 SE/4 SECTION 36; T. 18 S., R. 17 W; HUNTSVILLE MERIDIAN; NE/4 SECTION 1; T. 19 S. R. 17 W; N/2 and E/2 SE/4 SECTION 6;; W/2 SW/4 SECTION 5; NW/4, SW/4 NE/4 and SE/4 SECTION 8; SW/4 SW/4 SECTION 9; NE/4 NE/4 SECTION 17; N/2 NW/4, W/2 NE/4 and SE/4 SECTION 16; NE/4 NE/4 SECTION 21; W/2 NW/4, SW/4 and SW/4 SE/4 SECTION 22; N/2 NE/4 SECTION 27; N/2 NW/4 SECTION 26; SE/4 SW/4 and SE/4 SECTION 23; N/2 SW/4 and SE/4 SECTION 24; and E/2 NE/4 SECTION 25; T. 19 S., R. 16 W; N/2 SECTION 30; NW/4 SECTION 29; SE/4 SW/4, SW/4 and E/2 NE/4 SECTION 20; NW/4 SECTION 21; SE/4 SW/4 and S/2 SE/4 SECTION 16; S/2 SW/4 and SE/4 SECTION 15; SW/4 SECTION 14; NE/4 NW/4, NE/4 and NE/4 SE/4 SECTION 23; an N/2 S/2 and S/2 NE/4 SECTION 24; T. 19 S., R. 15 W; S/2 NW/4, N/2 SW/4 and SE/4 SECTION 19; S/2 SW/4 SECTION 20; NE/4 NW/4 and NE/4 SECTION 29; NW/4, SW/4 NE/4 and N/2 SE/4 SECTION 28; N/2 SW/4 and SE/4 SECTION 27; NE/4 NE/4 SECTION 34; NW/4, NE/4 SW/4 and SE/4 SECTION 35; and S/2 SW/4 SECTION 36; T. 19 S. R. 14 W NE/4 NW/4 and NE/4 SECTION 1; T. 20 S. R. 14 W; AND, SE/4 NW/4 and S/2 SECTION 6; NE/4 NE/4 SECTION 7; NW/4, SW/4 NE/4 and SW/4 SECTION 8; SW/4 SW/4 and S/2 SE/4 SECTION 9; N/2 N/2 SECTION 16; NW/4, NE/4 SW/4 and SE/4 SECTION 15; E/2 NE/4 SECTION 22; SW/4 NW/4, SW/4 and SW/4 SE/4 SECTION 23; E/2 SECTION 26; and S/2 S/2 SECTION 25; T. 20 S. R. 13 W, PICKENS COUNTY, ALABAMA, SAID PROPERTY INCLUDING: Spur track right-of-way at Mile Post MR-36.3 in W/2 NW/4 Section 2 and E/2 NE/4 Section 2, T. 19 S., R. 15 W, Pickens County, Alabama; LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - All that portion of the Southwest 50 feet of Grantor's original 200 foot wide right-of-way situated in the N/2 NW/4 Section 16, T. 19 S., R. 16 W, Pickens County, Alabama, lying East of the East line of that 75 foot wide parcel conveyed by Grantor to J.F. Rainer & Son, Inc. 11-28-1977. SECOND - All of the Northeast 50 feet of Grantor's original 200 foot wide right-of-way situated in the N/2 NW/4 Section 16, T. 19 S., R. 16 W, Pickens County, Alabama. THIRD - All of a 75 foot wide by 232 foot long parcel lying northerly of and adjacent to the North line of Grantor's original 200 foot wide right-of-way in the NE/4 NW/4 Section 16, T. 19 S., R. 16 W, Pickens County, Alabama, being all of that tract of land acquired by the former Mobile and Ohio Railroad Company from J. Hancock, et ux, 1-29-1898, document recorded Book "C"/page 434. FOURTH - All of the North 100 feet of Grantor's original 200 foot wide right-of-way situated in the S/2 NE/4 Section 30, T. 19 S., R. 15 W, Pickens County, Alabama. FIFTH - All that portion of the South 50 feet of Grantor's original 200 foot wide right-of-way situated in the NE/4 NW/4 Section 16, T. 20 S., R. 13 W, Pickens County, Alabama, lying East of the East line of that 75 foot wide tract of land conveyed by Grantor to Hickman's Hatchery, Inc. 9-29-1978. SIXTH - All of the North 50 feet of Grantor's original 200 foot wide right-of-way situated in the SW/4 SW/4 Section 9 and in the N/2 NW/4 Section 16, T. 20 S., R. 13 W, Pickens County, Alabama.

the following described

lands and property situated in the County of Tuscaloosa and State of Alabama to  
wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Montgomery District, in the State of Alabama, County of Tuscaloosa, extending on, over and across S/2 S/2 SECTION 30; S/2 SW/4 SECTION 29; NW/4, SW/4 SE/4 and SE/4 SECTION 32; and, SW/4 SW/4 SECTION 33; T. 20 S., R. 12 W.; NW/4 and S/2 SW/4 SECTION 4; S/2 N/2 SECTION 3; S/2 N/2 and N/2 S/2 SECTION 2; and NW/4 and SW/4 NE/4 SECTION 1; T. 21 S., R. 12 W; SE/4 SECTION 36; T. 20 S. R. 12 W; SW/4 and S/2 SE/4 SECTION 31; and S/2 SW/4 SECTION 32; T. 20 S. R. 11 W; NE/4 NW/4 and NE/4 SECTION 5; SW/4 NW/4, SW/4 and SW/4 SE/4 SECTION 4; N/2 NE/4 SECTION 9; NW/4 and S/2 NE/4 SECTION 10; SW/4 NW/4, N/2 SW/4 and SE/4 SECTION 11; S/2 S/2 SECTION 12; and, N/2 NE/4 SECTION 13; T. 21 S. R. 11 W; S/2 S/2 SECTION 7; N/2 N/2 SECTION 18; S/2 S/2 SECTION 8; N/2 N/2 SECTION 17; NW/4, S/2 NE/4 and SE/4 SECTION 16; SW/4 SW/4 SECTION 15; W/2 NW/4, SW/4 and SW/4 SE/4 SECTION 22; S/2 NE/4, SE/4 NW/4 and SW/4 SECTION 21; S/2 SE/4 and SE/4 SW/4 SECTION 20; NE/4 SECTION 29; NE/4 NW/4, W/2 NE/4 and SE/4 SECTION 27; W/2 W/2 SECTION 26; E/2 E/2 SECTION 34; and, W/2 W/2 SECTION 35; T. 21 S., R. 10 W; NW/4, SW/4 NE/4 and SE/4 SECTION 2; SW/4 SECTION 1; and NE/4 NW/4, W/2 NE/4 and SE/4 SECTION 12; T. 22 S. R. 10 W; and, that portion of SW/4 SW/4 SECTION 7; T. 22 S. R. 9 W of line perpendicular to aforesaid Montgomery District main track centerline at Mile Post MR-79.5 (Valuation Station 4196+53), Southwest of Tuscaloosa, TUSCALOOSA COUNTY, ALABAMA; SAID PROPERTY INCLUDING: "Goodrich Plant Spur" and "Steel Yard Spur" right-of-way and "Warrior Branch" wye property at Tuscaloosa, Tuscaloosa County, Alabama; LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - All of the Northeast 50 feet of Grantor's original 200 foot wide right-of-way situated in the N/2 NW/4 and SE/4 NW/4 Section 4, T. 21 S., R. 12 W, Tuscaloosa County, Alabama. SECOND - All of the Southwest 50 feet of Grantor's original 200 foot wide right-of-way situated in the N/2 NW/4 and SE/4 NW/4 Section 4, T. 21 S., R. 12 W, Tuscaloosa County, Alabama. THIRD - All of the North 74 feet of Grantor's original 248 foot wide right-of-way situated in the W/2 SW/4 Section 11, T. 20 S., R. 11 W, Tuscaloosa County, Alabama. FOURTH - All of the South 74 feet of Grantor's original 248 foot wide right-of-way situated in the W/2 SW/4 Section 11, T. 20 S. R. 11 W, Tuscaloosa County, Alabama. FIFTH - All of the North 100 feet of Grantor's original 300 foot wide right-of-way situated in the SE/4 SE/4 Section 11, T. 20 S., R. 11 W, Tuscaloosa County, Alabama. SIXTH - All of the South 100 feet of Grantor's original 300 foot wide right-of-way situated in the SE/4 SE/4 Section 11, T. 20 S., R. 11 W, Tuscaloosa County, Alabama. SEVENTH - All of a 0.066 acre triangular shaped tract of land acquired by the former Mobile and Ohio Railroad Company from the Hanover Construction Company 8-23-1897, documents recorded Book 46/page 121, situated in the Southwest corner SW/4 SW/4 Section 15, T. 21 S., R. 10 W, Tuscaloosa County, Alabama. EIGHTH - All of that 1.322 acre tract of land acquired by said former Railroad Company from the Hanover Construction Company 8-23-1897, document recorded Book 46/page 121, situated in the Northwest corner NW/4 NW/4 Section 22, T. 21 S. R. 10 W., Tuscaloosa County, Alabama.

AND, NORTH - All that portion of Lot 49, being a rectangular shaped parcel fronting 132 feet on the East line of 29th Avenue and 165 feet on the North line of 4th Street in the SW/4 NW/4 Section 22, T. 21 S., R. 10 W, Tuscaloosa County, Alabama, that lies East of a line parallel and/or concentric with and 50 feet normally distant easterly from centerline of Grantor's Montgomery District main track.

## LEASED REAL PROPERTY

All of the track and railroad right-of-way owned by BrookHo Company, Inc., in Tuscaloosa County, Alabama, being approximately 19 miles long and running between approximately Milepost L.K. 429.20 and Milepost T.M. 447.79, said right-of-way beginning in the SE 1/4 of the NE 1/4, Section 30, Township 20 South, Range 7 West, and extending southwestarily and then northeastarily through:

Section 31, Township 20 South, Range 7 West  
 Section 36, Township 20 South, Range 8 West  
 Section 35, Township 20 South, Range 8 West  
 Section 34, Township 20 South, Range 8 West  
 Section 33, Township 20 South, Range 8 West  
 Section 4, Township 21 South, Range 8 West  
 Section 31, Township 20 South, Range 8 West  
 Section 32, Township 20 South, Range 8 West  
 Section 5, Township 21 South, Range 8 West  
 Section 6, Township 21 South, Range 8 West  
 Section 7, Township 21 South, Range 8 West  
 Section 12, Township 21 South, Range 9 West  
 Section 13, Township 21 South, Range 9 West  
 Section 14, Township 21 South, Range 9 West  
 Section 11, Township 21 South, Range 9 West  
 Section 10, Township 21 South, Range 9 West  
 Section 9, Township 21 South, Range 9 West  
 Section 16, Township 21 South, Range 9 West  
 Section 17, Township 21 South, Range 9 West  
 Section 18, Township 21 South, Range 9 West  
 Section 13, Township 21 South, Range 10 West  
 Section 24, Township 21 South, Range 10 West  
 Section 18, Township 21 South, Range 9 West  
 Section 7, Township 21 South, Range 9 West  
 Section 8, Township 21 South, Range 9 West

and ending in the NW 1/4 of the SE 1/4 of Section 5, Township 21 South, Range 9 West.

Schedule IIIFILE: SROWLOCO  
DISK: GAJE039126-Mar-91  
08:11 AM

16695-B

## SOUTHRAIL CORP. LOCOMOTIVES OWNED:

OWNER	# OF UNITS	LOCOMOTIVE OLD #	LOCOMOTIVE NEW #	DESIGNATION
SR	1	8034	1056	GP-10
SR	1	8051	1077	GP-10
SR	1	8100	1078	GP-10
SR	1	8106	1051	GP-10
SR	1	8115	1064	GP-10
SR	1	8133	1061	GP-10
SR	1	8148	1065	GP-10
SR	1	8167	1073	GP-10
SR	1	8187	1068	GP-10
SR	1	8191	1057	GP-10
SR	1	8193	1062	GP-10
SR	1	8195	1053	GP-10
SR	1	8197	1054	GP-10
SR	1	8210	1055	GP-10
SR	1	8212	1063	GP-10
SR	1	8215	1072	GP-10
SR	1	8222	1083	GP-10
SR	1	8223	1082	GP-10
SR	1	8224	1080	GP-10
SR	1	8225	1074	GP-10
SR	1	8226	1075	GP-10
SR	1	8227	1066	GP-10
SR	1	8228	1071	GP-10
SR	1	8230	1081	GP-10
SR	1	8235	1070	GP-10
SR	1	8236	WILL BE 1085	GP-10
SR	1	8247	1060	GP-10
SR	1	8248	1084	GP-10
SR	1	8256	1059	GP-10
SR	1	8266	1076	GP-10
SR	1	1775	WILL BE 9006	GP-9
TOTAL	31			

16695-B

FILE: SROWL000  
DISK: GAJEC39126-Mar-91  
08:11 AM

## SOUTHRAIL CORP. LOCOMOTIVES OWNED:

OWNER	# OF UNITS	LOCOMOTIVE OLD #	LOCOMOTIVE NEW #	DESIGNATION
SR	1	8034	1056	GP-10
SR	1	8051	1077	GP-10
SR	1	8100	1078	GP-10
SR	1	8106	1051	GP-10
SR	1	8115	1064	GP-10
SR	1	8133	1061	GP-10
SR	1	8148	1065	GP-10
SR	1	8167	1073	GP-10
SR	1	8187	1068	GP-10
SR	1	8191	1057	GP-10
SR	1	8193	1062	GP-10
SR	1	8195	1053	GP-10
SR	1	8197	1054	GP-10
SR	1	8210	1055	GP-10
SR	1	8212	1063	GP-10
SR	1	8215	1072	GP-10
SR	1	8222	1083	GP-10
SR	1	8223	1082	GP-10
SR	1	8224	1080	GP-10
SR	1	8225	1074	GP-10
SR	1	8226	1075	GP-10
SR	1	8227	1066	GP-10
SR	1	8228	1071	GP-10
SR	1	8230	1081	GP-10
SR	1	8235	1070	GP-10
SR	1	8236	WILL BE 1085	GP-10
SR	1	8247	1060	GP-10
SR	1	8248	1084	GP-10
SR	1	8256	1059	GP-10
SR	1	8266	1076	GP-10
SR	1	1775	WILL BE 9006	GP-9
TOTAL	31			

16695-B

FILE: SRROLSTK  
 ISK: GAJE0391

SOUTHRAIL CORP.  
 FREIGHT CARS  
 LEASED - AS OF 02-11-91

25-Mar-91  
 08:58 PM

OF CARS	DESCRIPTION	LESSOR	MARKS	SERIES
20	50' BOXCARS	ITEL	GMSR	20000-20095
31	50' BOXCARS	ITEL	GMSR	49501-49569
150	50' BOXCARS	ITEL	HS	14000-14149
120	50' BOXCARS	BRAE	ADN	5601-9698
79	60' BOXCARS	ITEL	GMSR	40401-40540
64	WOODRACKS	IC	GMSR	3779-63677
50	GONDOLAS	US RAILCAR	SR	19029-19905
45	GONDOLAS	HELM	SR	15000-15148
10	GONDOLAS	LEFC	GMSR	1305-1393
100	OPEN TOP COAL HOPPERS	ITEL	GMSR	63018-68582
58	OPEN TOP COAL HOPPERS	LITE	ATSF	78420-80799
80	OPEN TOP COAL HOPPERS	ATSF	ATSF	80023-80780
12	COVERED HOPPERS	ITEL	PLWX/TLCX	VARIOUS
10	COVERED HOPPERS	ITEL	PLCX	VARIOUS
60	COVERED HOPPERS	ITEL	GMSR	167-20080
50	COVERED HOPPERS	ITEL	SR	20100 SERIES
58	CHIP HOPPERS	IC	GMSR	82551-82795
40	CHIP HOPPERS	WEYERHAEUSER	MSV	1400-1439
146	CHIP HOPPERS	KCS	GMSR	4800-502999
8	TANK CARS	ITEL	TLDX	92301
	"	"	PLCX	224835
191	TOTAL SR CARS LEASED			

SOUTHRAIL CORP.  
 FREIGHT CARS  
 OWNED - AS OF 02-11-91

OF CARS	DESCRIPTION	OWNER	MARKS	SERIES
25	BULKHEAD FLATS	SR	GMSR	945000-995000
25	TOTAL SR CARS OWNED			