

LINDELL TRUST CO.

CLAYTON/SKINKER/McCAUSLAND-ST LOUIS, MISSOURI

West

The Hi-Pointe of Banking Service

Reply to P O Box 211, St Louis, Mo 63166

Tel 314/645-7700

March 5, 1990

0-071A082

Interstate Commerce Commission
12th & Constitution Avenue N. W.
Washington DC 20422

RECORDATION NO 16792 FILED 1425

RECORDATION NO 16792 FILED 1425

MAR 12 1990 - 3 30 PM
INTERSTATE COMMERCE COMMISSION

MAR 12 1990 - 3 30 PM
INTERSTATE COMMERCE COMMISSION

Attn: Mildred Lee

Gentlemen:

We have enclosed two certified copies of a sales contract for the sale of thirteen railcars. Also enclosed is a copy of our Security Agreement. The names addresses of the parties involved are as follows:

Seller: Helm Financial Corporation
One Embarcadero Center
Suite 3500
San Francisco, CA 94111
ATTN: John F. Dains

Buyer: Southern Illinois Railcar Company
16 Sequoia Drive
Troy, IL 62294
Attn: Fred Parsons

Lender: Lindell Trust Company
P. O. Box 211
St. Louis, MO 63166
ATTN: J. A. O'Donnell, EVP

MAR 12 3 25 PM '90

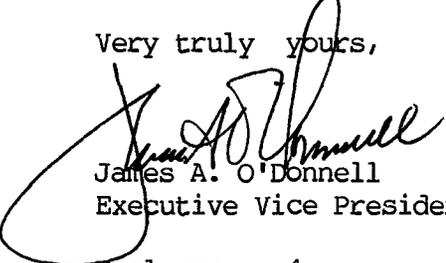
The following is a description of our security for a loan in the amount of \$101,400.00:

Eight (8) 100-ton roller bearings	CC 81019
4600 cubic foot, covered hopper	CC 81020
railcars equipped with 30" round	CC 777800
hatches and gravity outlets	CC 777801
manufactured by ACF Industries.	CC 777802
	CC 777803
	CC 777823
	CC 777826

Five (5) 100-ton roller bearing . CC 81051
4740 cubic foot, covered hopper CC 81060
railcars equipped with 30" round CC 81062
hatches and gravity outlets CC 81074
manufactured by Pullman Standard CC 81137

Finally, enclosed is our check in the amount of \$15.00 to cover the cost of recording.

Very truly yours,



James A. O'Donnell
Executive Vice President

Enclosures -4-

Interstate Commerce Commission
Washington, D.C. 20423

5/25/90

OFFICE OF THE SECRETARY

James A. O'Donnell
Executive Vice President
Lindell Trust Co. West
P.O. Box 211
St. Louis, MO 63166

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3/12/90 at 3:30pm and assigned recordation number(s). 16792 & 16792-A

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

RECORDED BY 16792 FILED 142

MAR 12 1990 -3 30 PM
INTERSTATE COMMERCE COMMISSION

AGREEMENT OF PURCHASE AND SALE OF RAILROAD EQUIPMENT

BETWEEN

HELM FINANCIAL CORPORATION

AND

SOUTHERN ILLINOIS RAILCAR

AGREEMENT OF PURCHASE AND SALE OF RAILROAD EQUIPMENT

THIS AGREEMENT, made effective as of the 23rd day of February 1990, by and between HELM FINANCIAL CORPORATION, a California corporation (hereinafter called "Seller") and SOUTHERN ILLINOIS RAILCAR, a Sole Proprietorship (hereinafter called "Buyer").

W I T N E S S E T H

WHEREAS, Seller owns used railroad cars as described on Exhibit A attached hereto and made a part hereof (individually a "Unit" and collectively the "Units").

WHEREAS, Seller desires to sell and Buyer desires to purchase the Units upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. Sale of Units. Seller agrees to sell to Buyer on the terms and conditions set forth herein:

Seller agrees to deliver on the Closing Date (as hereinafter defined) an executed bill of sale substantially in the form attached hereto as Exhibit B ("Seller's Bill of Sale"), conveying all of its right, title and interest in and to the Units to Buyer.

2. Price and Closing. Buyer agrees to pay to Seller at Closing \$7,800.00 per Unit for a total of \$101,400.00 (the "Purchase Price"), as payment in full for the Units. The Purchase Price shall be adjusted downward by the amount per Unit for any Unit or Units that may be lost, stolen, destroyed or damaged beyond economical repair prior to the Closing Date. Closing will occur on or about February 28, 1990 (the "Closing Date"). Payment of the Purchase Price shall be made on the Closing Date by wire transfer to Seller pursuant to instructions which Seller shall provide to Buyer no later than noon on the business day prior to the Closing Date.

3. Title and Risk of Loss. Title and risk of loss to the Units shall pass to Buyer effective upon Buyer's payment of the Purchase Price.

4. Inspection. Buyer shall have access to the Units for review and inspection of the Units. Seller shall cooperate in such review and inspection.

5. Conditions of Units and Delivery. The Units are being purchased "as is", F.O.T. Chicago Central and Pacific Railroad interchange. Seller agrees to give purchaser sixty(60) days free storage on railcars from date of closing. *EMR*

6. Representations and Warranties by Seller. Seller represents and warrants, as of the Closing Date, that it is the lawful owner of the Units has good, indefeasible, valid and marketable title to the Units, it is duly authorized to sell the Units and the same are subject to no pledges, liens, encumbrances, security interests, leases, subleases, management agreements or rights of third parties of any kind excepting and subject to any liens for personal property taxes not yet due and payable. Seller agrees to indemnify Buyer and hold it harmless from and against any and all loss, cost, damage or expense (including reasonable attorneys fees) it may suffer as a result of any claims, demands, suits, actions, causes of action, recoveries or judgments arising out of any claim of title to the Units or any lien thereon in favor of any creditor (including judgment creditors) of Seller and any affiliate, officer, employee or shareholder of Seller.

Seller represents and warrants that it is a Corporation duly organized and validly existing in good standing in the State of California. Seller is duly authorized to execute, deliver and perform this Agreement and Seller's Bill of Sale by all necessary corporate action and this Agreement and Seller's Bill of Sale constitute valid and binding obligations of Seller, enforceable according to their terms.

Seller represents and warrants that as of the Closing Date it will have complied with any applicable fraudulent transfer laws.

7. Survival of Warranties. The representations and warranties expressed and implied herein shall survive the execution and delivery of the Bill of Sale.

8. Liability and Indemnity.

A. Seller shall remain and be liable for, as between itself and Buyer, any and all liability, if any, for injury to or death of persons and loss or destruction of or damage to property in any manner arising from or growing out of the use, operation or condition of or on the applicable Units, or any parts thereof, however such injury, death, loss, destruction or damage may occur or be caused by or under Seller on or prior to the Closing Date.

B. Seller further agrees to indemnify, save and hold harmless Buyer of and from any and all claims, demands, suits, actions, causes or action, damages, losses, recoveries, judgments, costs and expenses whatsoever, (including, without limitation, reasonable attorney's fees) as stated in paragraph A above. Upon payment of any such indemnity hereunder, Seller shall be subrogated to the rights of Buyer against any third parties respecting the indemnified claim.

9. Sales Tax. Buyer shall pay or cause to be paid all sales or use tax liabilities, if any, found due resulting from the sale of the Units and Buyer shall indemnify and hold Seller harmless therefrom.

10. Conditions Precedent to Buyer's Obligations. The obligations of Buyer under this Agreement to purchase the Units from Seller are subject to the satisfaction of the following conditions on or prior to the Closing Date.

10.1 Representations and Warranties. The representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects on the date of execution of this Agreement and on the Closing Date as though made on and as of the Closing Date. Buyer shall have received such evidence thereof as it shall reasonably request.

10.2 Performance of Seller. Seller shall have performed all covenants and agreements required to be performed by it under this Agreement on or prior to the Closing Date.

10.3 Delivery of Documents.

(a) At or prior to the Closing Date, Seller shall have delivered or shall have caused to be delivered to Buyer the following instruments and documents:

1. Seller's Bill of Sale;

2. such other documents and instruments as Buyer shall have reasonably requested as to (i) the accuracy and validity of or compliance with all representations, warranties and covenants made by Seller in this Agreement and the other documents contemplated herein, (ii) the satisfaction of all conditions contained herein or therein and (iii) all other matters pertaining hereto and thereto;

3. all associated UMLER registration information.

(b) upon written notification to Seller by Buyer's authorized contract repair shop that the five (5) units identified in Exhibit A as having an original built date of August 1970 have been brought into compliance with all interchange requirements, Seller shall deliver or shall cause to deliver to Buyer the following documents.

1. AAR Forms 88-A-4-1

10.4 Conditions for Benefit of Purchaser. The conditions contained in this Section 10 are included herein for the benefit and, without constituting a waiver of any of the rights of Buyer hereunder or at law or in equity, if Seller shall be in default of any agreement herein, may be waived as conditions to Closing, in whole or in part, and with or without notice.

11. Conditions Precedent to Seller's Obligations. The obligations of Seller under this Agreement to sell the Units to Buyer are subject to the satisfaction of the following conditions on or prior to the Closing Date:

11.1 Representations and Warranties. The representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects on the date of execution of this Agreement and on the Closing Date as though made on and as of the Closing Date.

11.2 Performance of Obligations of Buyer. Buyer shall have performed all covenants and agreements required to be performed by it under this Agreement on or by the Closing Date.

11.3 Delivery of Documents. On or prior to the Closing Date, Buyer shall have delivered to Seller the following instruments and documents:

a) evidence of wire transfer to Seller

11.4 Conditions for Benefit of Seller. The conditions contained in this Section are included herein for the benefit of Seller and, without constituting a waiver of any of Seller's rights hereunder or at law or in equity, if Buyer shall be in default of any agreement herein, may be waived as conditions to closing, in whole or in part, and with or without notice.

12. No Violation or Breach. Seller and Buyer mutually represent each to the other that the performance of this Agreement by it, including any preconditions, surviving warranties or representations, is not in violation of any laws, statutes, ordinances or state or federal regulations or any court

order or administrative order or ruling. Seller and Buyer mutually represent that no consent, approval, authorization or order of any court or governmental authority or third party is required in connection with the execution and delivery of this Agreement or the consummation of any transactions contemplated hereby.

13. Authority of Parties. Seller and Buyer each represent that the execution and delivery of this Agreement and the consummation of this transaction has been duly and effectively authorized by all necessary corporate action. On the Closing Date, the obligations described in this Agreement will be legal, valid and binding obligations of the parties, enforceable in accordance with the terms described in the Agreement. Further, the persons executing this Agreement on behalf of Seller and Buyer each hereby represent and warrant that he or she has the requisite and necessary authority to execute this Agreement on behalf of such party.

14. Time. Time is of the essence in this Agreement and every provision contained herein.

15. Notices. Any notices given or required to be given hereunder shall be sufficient if sent by certified mail, return receipt requested, to the addresses set forth below or at such other address as the parties shall have specified in writing:

If to Seller: Helm Financial Corporation
One Embarcadero Center
Suite 3500
San Francisco, CA 94111
Attn: John F. Dains

If to Buyer: Southern Illinois Railcar
16 Sequoia
Troy, Illinois 62294
Attn: Fred Parsons

16. Entire Agreement; Amendment. This Agreement constitutes the entire understanding of the agreement between the parties hereto with respect to the sale of the Units. This agreement may not be amended, modified or changed except by instruments in writing signed by all the parties hereto.

17. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

18. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

19. Severability. If any paragraph, clause or part of this Agreement is found unenforceable, such finding shall not affect the remainder of this Agreement.

20. Headings. The title and headings of the sections hereof are solely for means of reference and are not intended to modify, explain or place any construction on any of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be entered into as of the day and year first above written.

HELM FINANCIAL CORPORATION

By: *[Signature]*

Its: PRESIDENT

SOUTHERN ILLINOIS RAILCAR

By: *Luzenia M. Parsons*

Its: Vice - President

State of Missouri, and City of St. Louis: I, Karen L. Foster a Notary Public in and for said state, do certify that on March 5, 1990, I carefully compared the attached facsimile of Agreement of Purchase and Sale of Railroad Equipment between Helm Financial Corporation and Southern Illinois Railcar and the facsimile I now hold in my possession. They are complete, full, true and exact facsimiles of the document they purport to reproduce.

Date: 3/5/90

Karen L. Foster
NOTARY PUBLIC

KAREN L. FOSTER
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES 5-1-93
JEFFERSON COUNTY



EXHIBIT A

DESCRIPTION OF EQUIPMENT

<u>DESCRIPTION</u>	<u>UNIT NUMBERS</u>	<u>DATE</u>
Eight (8) 100-ton roller bearing 4600 cubic foot, covered hopper railcars equipped with 30" round hatches and gravity outlets manufactured by ACF Industries.	CC 81019	5/66
	CC 81020	5/66
	CC 777800	5/66
	CC 777801	5/66
	CC 777802	5/66
	CC 777803	5/66
	CC 777823	5/66
	CC 777826	5/66
Five (5) 100-ton roller bearing 4740 cubic foot, covered hopper railcars equipped with 30" round hatches and gravity outlets manufactured by Pullman Standard.	CC 81051	8/70
	CC 81060	8/70
	CC 81062	8/70
	CC 81074	8/70
	CC 81137	8/70