

**RAILCAR, Ltd**  
Suite 303  
1819 Peachtree Road, N E  
Atlanta, Georgia 30309-1847  
  
(404) 355-6734  
Fax (404) 352-8814

# RAILCAR

January 13, 1992

Interstate Commerce Commission  
12th and Constitution Ave., N.W.  
Washington, DC 20423

• 17681  
RECORDED - INDEXED

JAN 22 1992 - 9 03 AM

2-022A014

Attn: Ms. Mildred Lee  
Room 2303

INTERSTATE COMMERCE COMMISSION

Re: Bill of Sale between W.L. Sharpe Contracting Company as Vendor and KOGCO Transportation and Energy Corp. as Vendee.

Dear Ms. Lee:

Enclosed herewith is an originally executed Bill of Sale and one certified copy by and between W. L. Sharpe Contracting Company as Vendor, and KOGCO Transportation and Energy Corporation as Vendee. The Bill of Sale is for 12 50-foot, 70-ton boxcars bearing the reporting marks and numbers OHCR 20013, RJCM 1193, and SIND with the numbers 1171, 1181, 1184, 1186, 15012, 15014, 15017, 20002, 20006, and 20007.

The address of the parties are as follows:

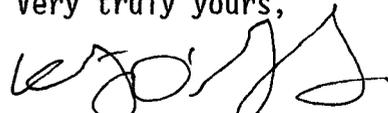
W.L. Sharpe Contracting Co.  
3431 Lamar  
Memphis, TN 38118

KOGCO Transportation and Energy Corp.  
Building 23  
1824 Powers Ferry Road  
Marietta, GA 30067

I would appreciate your recording the enclosed Bill of Sale and returning the recorded original to me. A check for the filing fee in the amount of \$16.00 is enclosed.

Thank you for your assistance.

Very truly yours,



Kevin F. O'Gara, Jr.  
Director - Fleet Management

enclosures

0419Q

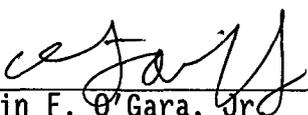
MOTOR OPERATING UNIT  
JAN 22 9 00 AM '92

REGISTRATION NO. **17681** FILED AND  
JAN 22 1992 -9 05 AM  
INTERSTATE COMMERCE COMMISSION

Certification

I hereby swear that this is a true and exact copy of the original document,  
containing neither additions nor omissions.

1/13/92  
Date

  
\_\_\_\_\_  
Kevin F. O'Gara, Jr.  
Director - Fleet Management  
Railcar, Ltd.

cert.

17681

REGISTRATION NO. \_\_\_\_\_ FILED 148

JAN 23 1992 - 9 22 AM

INTERSTATE COMMERCE COMMISSION

BILL OF SALE

THIS BILL OF SALE is made this January 1, 1992, between W. L. SHARPE CONTRACTING CO., INC. ("SELLER") and KOGCO TRANSPORTATION AND ENERGY CORPORATION. ("BUYER").

Seller hereby sells, transfers and delivers to Buyer all of Seller's right, title and interest in and to the equipment described on Schedule I attached hereto and made a part hereof (the "Equipment"). This "Equipment" being the same as that purchased by the seller from Standard Leasing Corporation on November 22, 1976 as evidenced by attached "BILL OF SALE" of that date. It is to be recognized that some car markings have been changed since originally registered: such changes made by the lessee and sellers independent manager.

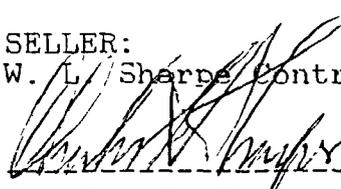
Such sale is made in consideration of the payment from Buyer to Seller of \_\_\_\_\_ and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Buyer is purchasing the Equipment in reliance upon its personal inspection and knowledge of the Equipment in an "as is" condition.

SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE EXCEPT THAT (1) BUYER WILL ACQUIRE GOOD TITLE TO THE EQUIPMENT FREE FROM ANY AND ALL ENCUMBRANCES, LIENS AND OTHER DEFECTS OF TITLE, AND (2) SELLER IS THE LAWFUL OWNER OF THE EQUIPMENT AND HAS FULL RIGHT AND AUTHORITY TO SELL THE EQUIPMENT TO BUYER. SELLER MAKES NO WARRANTIES WITH RESPECT TO THE QUALITY, CONTENT, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE EQUIPMENT, EXCEPT AS SET FORTH IN THIS PARAGRAPH. BUYER HEREBY ASSUMES ANY AND ALL OF SELLER'S CLAIMS, LIABILITIES AND OBLIGATIONS, ACCRUED OR OTHERWISE, WITH RESPECT TO THE EQUIPMENT.

Seller agrees to pay and hold harmless Buyer from and against any and all liabilities, obligations, losses, damages, expense (including, without limitation, attorney's fees), penalties, claims actions and suits resulting from and imposed upon, incurred by or asserted against Buyer as a consequence of breach of the warranties of title, ownership and authority contained herein.

SELLER:  
W. L. Sharpe Contracting Co., Inc.

  
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Charles K. Sharpe, Pres

SCHEDULE I

DATE OF BILL OF SALE: January 1, 1992

SELLER: W. L. SHARPE CONTRACTING  
CO., INC.

BUYER: KOGCO TRANSPORTATION AND  
ENERGY CORP.

EQUIPMENT: 50-Foot, 70-Ton, Single  
Sheath Boxcars, built in  
1976

QUANTITY: Twelve (12) Boxcars

REPORTING MARKS AND NUMBERS: Boxcars:  
OHCR 20013  
RJCM 1193  
SIND 1171  
SIND 1181  
SIND 1184  
SIND 1186  
SIND 15012  
SIND 15014  
SIND 15017  
SIND 20002  
SIND 20006  
SIND 20007

# BILL OF SALE



KNOW ALL MEN BY THESE PRESENTS, That ~~My~~ Standard Leasing Corporation  
of Memphis County of Shelby and State of Tennessee  
in consideration of Four Hundred Thirty Two Thousand, One Hundred Fifteen & <sup>20/100</sup> ~~100~~ Dollars,  
the receipt of which is hereby acknowledged, ~~My~~ <sup>Does</sup> hereby grant, sell, transfer and deliver  
unto W. L. Sharpe Contracting Company, Inc.

the following property, to-wit:

12 - New All Steel - General purpose 50'6" - 70 Ton Railroad Box Cars to be  
Delivered to Pickens Railroad in accordance with lease between W.L. Sharpe  
Contracting Company, Inc., as Lessor and Pickens Railroad Company and National  
Railway Utilization Corporation, as Lessee dated November 22, 1976 by lessor.

Said cars having been manufactured by National Railway Utilization Corporation,  
Golden Tye Division, in accordance with Lessees specification which cars S.L.C.  
represents as being acceptable by Lessee in accordance with the above described  
Lease Terms.

(S/N of exact cars to be furnished by S.L.C.)

to have and to hold the said goods and chattels unto the said

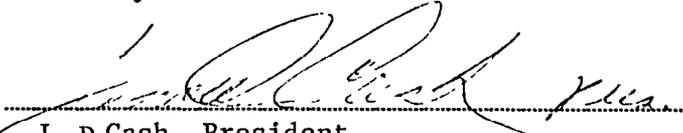
W.L. Sharpe Contracting Company, Inc.  
Its ~~My~~ executors, administrators and assigns, to ~~My~~ <sup>Its</sup> own proper use and benefit forever. And  
~~My~~ the said Standard Leasing Corporation

do avow myself to be the true and lawful owner of said goods and chattels; that I have  
full power, good right and lawful authority to dispose of said goods and chattels in the  
manner aforesaid; and that I will warrant and defend the same against the lawful claims  
and demands of all persons whomsoever.

IN WITNESS WHEREOF, ~~My~~ the said Standard Leasing Corporation

have hereunto set my hand this 22 day of November 19 76

Witness:

  
L. D. Cash, President

SMITH OFFICE SUPPLY-S 15

Notarized: Dean Gauthier

