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RECORDATION NO. **18180-D** FILED

DEC 11 '01

2-55 PM

TS

SURFACE TRANSPORTATION BOARD

lgitomer@bjllp.com

December 11, 2001

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, DC 20423

Dear Secretary Williams:

I have enclosed two certified copies of the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is a Sale Agreement and Assignment, a secondary document, dated as of December 11, 2001. The primary document to which this is connected is recorded under Recordation No. 18180. We request that one copy of this document be recorded under Recordation No. 18180-D.

The names and addresses of the parties to the Sale Agreement and Assignment are:

Trustee:

JPMorgan Chase Bank
P.O. Box 1389
Church Street Station
New York, NY 10008

Buyer:

Great-West Life & Annuity Insurance Company
Floor Three, Tower Two
8515 East Orchard Road
Greenwood Village, CO 80111

Trustee:

State Street Bank and Trust Company of Connecticut, National Association
225 Franklin Street
Boston Massachusetts 02101

BALL JANIK LLP

Honorable Vernon A. Williams
December 11, 2001
Page 2

Lessee:

Georgia Power Company
P.O. Box 2625
Birmingham, AL 35202

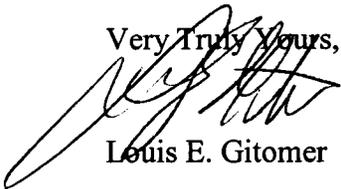
A description of the equipment covered by the Sale Agreement and Assignment consists of 346 116.5-ton coal hopper cars numbered RWSX 93001-93346, inclusive.

A fee of \$ 28.00 is enclosed. Please return one copy to:

Louis E. Gitomer
Of Counsel
Ball Janik LLP
Suite 225
1455 F Street, N.W.
Washington, DC 20005

A short summary of the document to appear in the index follows: a Sale Agreement and Assignment among JPMorgan Chase Bank, P.O. Box 1389, Church Street Station, New York, NY 10008; Great-West Life & Annuity Insurance Company, Floor Three, Tower Two, 8515 East Orchard Road, Greenwood Village, CO 80111; State Street Bank and Trust Company of Connecticut, National Association, 225 Franklin Street, Boston Massachusetts 02101; and Georgia Power Company, P.O. Box 2625, Birmingham, AL 35202, covering 346 116.5-ton coal hopper cars numbered RWSX 93001-93346, inclusive.

Very Truly Yours,



Louis E. Gitomer

Enclosures

RECORDING NO. 18180-D FILED

DEC 11 '01 2-55 PM

SURFACE TRANSPORTATION BOARD

SALE AGREEMENT AND ASSIGNMENT

dated as of December 11, 2001

by and among

**JPMORGAN CHASE BANK,
as Trustee of a Commingled Pension Trust,**

GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY,

**STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, NATIONAL
ASSOCIATION, as Trustee,**

and

GEORGIA POWER COMPANY

**FILED WITH THE SURFACE TRANSPORTATION BOARD
PURSUANT TO 49 U.S.C. § 11301
on December __, 2001, at __:__.m.**

SALE AGREEMENT AND ASSIGNMENT

THIS SALE AGREEMENT AND ASSIGNMENT (this "Agreement") is made as of December 11, 2001 (the "Closing Date"), by and among (i) JPMORGAN CHASE BANK, as Trustee of a Commingled Pension Trust (the "Seller"), (ii) GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY (the "Buyer"), (iii) STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, NATIONAL ASSOCIATION, not in its individual capacity, but solely as Trustee (the "Trustee") under the Trust Agreement dated as of March 1, 1993 (the "Trust Agreement"), with Key Corporate Capital Inc., successor in interest to Unionbank Leasing Corporation, (the "Owner"), and (iv) GEORGIA POWER COMPANY (the "Lessee").

RECITALS

A. Capitalized terms used herein and not otherwise defined herein shall have the meaning provided thereto in Annex A attached hereto and made a part hereof.

B. Pursuant to the Conditional Sale Agreement, the Builder agreed to manufacture and sell to the Trustee the units of railroad equipment described in Annex B hereto (collectively, the "Units"). The Seller funded a portion of the purchase price of such equipment under the CSA Assignment. Pursuant to the Lease, the Trustee leased such equipment to the Lessee. As security for the payment and performance of the Trustee's obligations under the Conditional Sale Agreement, the Trustee assigned certain of its right, title and interest in the Lease to the Seller pursuant to the Assignment of Lease.

C. The Seller is the owner of an interest in the CSA Indebtedness and desires to sell and assign to the Buyer, and the Buyer desires to purchase and assume from the Seller, all of the Seller's right, title and interest in and to the CSA Indebtedness, the CSA Assignment, the Assignment of Lease and the other Documents and in and to the Seller's obligations, under the Documents, all on the terms and conditions set forth below.

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

1. Sale and Assignment. The Seller hereby sells, conveys, assigns, transfers and sets over to and in favor of the Buyer, and the Buyer hereby purchases, accepts and assumes from the Seller, the Transferred Interest. From and after the Closing Date, the Buyer agrees to be bound by all the terms of, and to perform when due all of the obligations of the Seller contained in the Documents to which the Seller is a party, other than the Existing Obligations.

2. Representations and Warranties of the Seller. The Seller hereby represents and warrants to and in favor of the Buyer that:

(a) The Seller has the power to authorize, execute and deliver this Agreement and to perform its obligations hereunder and thereunder, including, without limitation, selling and assigning the Transferred Interest.

(b) The execution, delivery and performance by the Seller of this Agreement have been duly authorized by all necessary action on the part of the Seller, and such documents have been duly executed and delivered by the Seller and, assuming the accuracy of the representations of the Buyer set forth in Section 3 hereof, constitute the legal, valid and binding obligations of the Seller, enforceable against it in accordance with their terms, except as enforcement of such terms may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights and remedies generally or by the availability of equitable remedies and by general equitable principles (regardless of whether the issue of enforceability is considered in a proceeding in equity or at law).

(c) The Seller owns the Transferred Interest free and clear of all Liens. The Seller has not sold, assigned, transferred or pledged, or entered into agreement to sell, assign, transfer or pledge, any of the Transferred Interest to any Person other than to the Buyer or granted any Lien on any of the Transferred Interest in favor of any Person.

(d) The Seller has delivered to the Buyer the chattel paper originals of the Conditional Sale Agreement and the Lease and all other originals (or photocopies of originals or conformed copies, if such other originals are not in the Seller's possession) of all of the Documents in the Seller's possession. The only chattel paper originals of the Conditional Sale Agreement and the Lease are in the possession of the Seller. The Documents include all of the material documents, instruments and agreements among the Seller, the Lessee or the Trustee with respect to the Transferred Interest and the Units (including all modifications, supplements, waivers and amendments thereto). There are no other material documents that affect in any material respect the rights, obligations or liabilities of the Seller or, to the Seller's knowledge, of the Lessee or the Trustee under or in respect of the Documents.

(e) Attached hereto as Annex D and made a part hereof, is a true, correct and complete copy of Schedule I to Conditional Sale Agreement as now in effect (the "Amortization Schedule"). The amount of the outstanding CSA Indebtedness is \$11,481,017. All scheduled payments of Rent and CSA Indebtedness have been made. No prepayment of Rent, prepayment of CSA Indebtedness, payment of Lessor's Casualty Value (as defined in the Lease) or advanced payment of any other amount payable by the Lessee under the Lease has been made by the Lessee or any other Person, except that certain payments of Lessor's Casualty Value have been made in connection with the Casualty Occurrence (as defined in the Lease) of 19 of the Units, which payments are reflected in the Amortization Schedule. To the actual knowledge of Seller, Lessee has not asserted any right of set-off, rescission, counterclaim or defense to the Lease or the other Documents or Lessee's obligations thereunder.

(f) To the actual knowledge of any officer of the Seller having responsibility for the transactions contemplated hereby, no Event of Default (as defined in the Lease) has occurred and is now continuing and no event has occurred that with notice or lapse of time, or both, might be deemed an Event of Default.

(g) To the actual knowledge of any officer of the Seller having responsibility for the transactions contemplated hereby, no Casualty Occurrence has occurred except with respect to 19 Units referred to in Section 2(e) above.

(h) The Seller has not asserted any claim or demand for indemnification pursuant to any Document.

(i) The sale of the Transferred Interest is exempt from registration under the Securities Act of 1933, as amended (the "Securities Act"), and applicable state securities laws. The Seller has not and will not engage in any activities that require or would require the registration of the Transferred Interest under the Securities Act or under any state securities laws.

(j) The Seller does not directly or indirectly control, is not controlled by, and is not under common control with, the Lessee, the Trustee, KeyCorp Leasing Ltd. or Key Corporate Capital Inc.

(k) The Seller has complied with all requirements of the Documents as those requirements govern the sale, assignment and transfer of the Transferred Interest to the Buyer.

3. Representations and Warranties of the Buyer. The Buyer hereby represents and warrants in favor of the Seller that:

(a) The Buyer has duly authorized the execution, delivery and performance of this Agreement. The Buyer has duly executed and delivered this Agreement. Assuming the accuracy of the representations of the Seller set forth in Section 2 hereof, this Agreement constitutes the legal, valid and binding obligation of the Buyer enforceable against it in accordance with their terms, except as enforcement of such terms may be limited by bankruptcy, insolvency or similar laws affecting the

enforcement of creditors' rights and remedies generally or by the availability of equitable remedies and by general equitable principles (regardless of whether the issue of enforceability is considered in a proceeding in equity or at law).

(b) (i) The Buyer understands that the Transferred Interest has not been registered under the Securities Act, or any other applicable securities law, and may not be offered, sold, pledged or otherwise transferred except in compliance with the registration requirements of the Securities Act or any other applicable securities laws, pursuant to any exemption therefrom or in a transaction not subject thereto; (ii) the Buyer has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of purchasing the Transferred Interest; and (iii) the Buyer is purchasing the Transferred Interest for its own account for investment, and not with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act or other applicable securities laws; and it agrees that it will not resell the Transferred Interest in violation of the Securities Act or other applicable securities laws.

The Buyer hereby represents and warrants in favor of the Lessee, the Trustee and the Owner that:

(a) The Buyer is acquiring its interest in the CSA Indebtedness for its own account or for one or more institutional accounts, for investment or resale subject to the provisions of Rule 144A as promulgated under the Securities Act, but with no present intention of distributing or selling the same; provided, however, that the disposition of its property shall at all times be within its control.

(b) The Buyer is not acquiring any interest in the CSA Indebtedness as trustee or agent for an institutional account.

(c) The Buyer is not acquiring its interest in the CSA Indebtedness with the assets of a collective investment fund as defined in Section IV(e) of Prohibited Transaction Class Exemption 91-38.

(d) The Buyer has full power and authority to execute and deliver this Agreement and to carry out its terms.

(e) The Buyer is not acquiring its interest in the CSA Indebtedness with the assets of any employee benefit plan or related trust within the meaning of the Employment Employee Retirement Income Security Act of 1974, as amended.

4. Representations, Warranties and Covenants of the Lessee. The Lessee hereby represents, warrants and covenants that:

(a) The Amortization Schedule is a true, correct and complete copy of Schedule I to Conditional Sale Agreement as now in effect. The amount of the outstanding CSA Indebtedness is \$11,481,017. All scheduled payments of Rent and CSA Indebtedness have been made. No prepayment of Rent, prepayment of CSA Indebtedness, payment of Lessor's Casualty Value (as defined in the Lease) or advanced payment of any other amount payable by the Lessee under the Lease has been made by the Lessee or any other Person, except that certain payments of Lessor's Casualty Value have been made in connection with the Casualty Occurrence of 19 of the Units, which payments are reflected in the Amortization Schedule. Lessee has not asserted any right of set-off, rescission, counterclaim or defense to the Lease or the other Documents or Lessee's obligations thereunder.

(b) No Event of Default (as defined in the Lease) has occurred and is now continuing and no event has occurred that with notice or lapse of time, or both, might be deemed an Event of Default.

(c) No Casualty Occurrence has occurred except with respect to 19 Units.

(d) The Lessee shall cause the Buyer to be named as an additional named insured and as loss payee with respect to the insurance maintained by Lessee under the Documents, and the

Lessee shall furnish to the Buyer, concurrently herewith, an insurance certificate confirming that the interests of the Buyer have been so named in such insurance.

(e) The Lessee's complete legal name is as specified in the caption of this Agreement and its organizational number is J716605. The Lessee hereby authorizes the Trustee to file such Uniform Commercial Code financing statements without the Lessee's authentication as the Trustee may deem necessary or desirable in order to establish, protect and preserve the rights created or intended to be created in favor of the Trustee, the Seller and/or the Buyer under the Documents and this Agreement, and the Trustee agrees to assign such financing statements to the Buyer.

5. Representations, Warranties and Covenants of the Trustee. The Trustee hereby represents, warrants and covenants that:

(a) The Trustee owns the Units and the Lease free and clear of all Liens created by or through it other than Liens in favor of the Seller. The Trustee has not sold, assigned, transferred or pledged, or entered into agreement to sell, assign, transfer or pledge, any of the Units or the Documents to any Person other than to the Seller or granted any Lien on any of the Units in favor of any Person other than the Seller.

(b) The Trustee agrees to make all payments payable to the "Investor" under the Documents to such account as the Buyer may direct from time to time.

(c) The Trustee's complete legal name is as specified in the caption of this Agreement and its organizational number is 22272. The Trustee hereby authorizes the Buyer to file such Uniform Commercial Code financing statements naming the Trustee as debtor and continuation statements with respect thereto without the Trustee's authentication as the Buyer may deem necessary or desirable in order to establish, protect and preserve the rights created or intended to be created in favor of the Seller and/or the Buyer under the Documents and this Agreement.

6. Acknowledgment of Assignment. Each of the parties hereto acknowledges the sale and assignment of the Transferred Interest to the Buyer pursuant hereto, consents thereto and agrees that from and after the date hereof, (i) each reference to "Investor" in the Documents shall be deemed to refer to the Buyer, and (ii) the Buyer shall be entitled to all of the benefits of the Seller under the Documents (except the Excluded Items and the Reserved Rights), including, without limitation, all representations, warranties, covenants and indemnities of the parties hereto.

7. Seller's Indemnity. The Financing Statements lapsed in April of 1998 because no Uniform Commercial Code continuation statements were filed to continue them. The Buyer intends to file new Uniform Commercial Code financing statements following the sale, assignment and transfer of the Transferred Interest. The Seller will, on an after-tax basis, indemnify and hold the Buyer harmless from and against any liability, loss, damages, claim, cause of action, proceeding, cost or expense, including, without limitation, reasonable attorneys' fees and expenses, that directly or indirectly results from or arises out of the lapse of the Financing Statements.

8. Effectiveness of Agreement. This Agreement shall become effective upon the execution and delivery of this Agreement by all of the parties hereto and the filing thereof with the Surface Transportation Board, delivery of all of the Documents by the Seller to the Buyer (including, without limitation, the chattel paper originals of the Conditional Sale Agreement and the Lease) and the wiring of the purchase price of the Transferred Interest by the Buyer to the Seller, as agreed upon between the Buyer and the Seller.

9. Notice. All communications under this Agreement shall be in writing, and any notice under this Agreement shall become effective (i) upon hand delivery, (ii) upon facsimile transmission thereof (with telephonic confirmation of receipt), or (iii) three (3) business days after the date on which it shall have been mailed by United States mail (by certified mail, postage prepaid, return receipt requested), addressed to each party as follows:

If to the Seller:

JPMorgan Chase Bank,
as Trustee of a Commingled Pension Trust
P.O. Box 1389
Church Street Station
New York, New York 10008
Attention: Dwayne Middleton
Telephone: (212) 837-5081
Facsimile: (212) 837-5601

If to the Buyer:

Great-West Life & Annuity Insurance Company
Floor Three, Tower Two
8515 East Orchard Road
Greenwood Village, Colorado 80111
Attention: Paul I. Oh - Counsel
Investments – Legal Department
Telephone: (303) 737-5755
Facsimile: (303) 737-6191

The Lessee and the Trustee agree to send all notices and other communications permitted or required to be sent to the "Investor" under any of the Documents to the Buyer at the address set forth above.

10. Miscellaneous.

(a) Further Assurances. The Seller and the Buyer will fully cooperate and assist one another and, at the request of either, the other shall make, do and execute or cause to be made, done and executed all such further acts and documents as the requesting party or its counsel may reasonably request, all to more effectively effect the transactions contemplated by this Agreement.

(b) Survival of Representations and Warranties. The representations, warranties and indemnities herein contained on the part of the Seller and the Buyer shall survive the execution and delivery of this Agreement by the parties hereto.

(c) Severability. Any term or condition of this Agreement that is, or is deemed to be, void, prohibited or unenforceable in any jurisdiction is, as to such jurisdiction, severable herefrom, and is ineffective to the extent of such avoidance, prohibition or unenforceability without in any way invalidating the remaining terms and conditions hereof. Any such avoidance, prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such term, condition or provisions in any other jurisdiction.

(d) Counterparts. This Agreement may be executed in any number of counterparts, but all of such counterparts together shall constitute one and the same agreement.

(e) Headings. The headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

(f) Entire Agreement. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter contained therein and supersedes all prior agreements, negotiations, understandings and representations, oral or written. No amendment of any of the terms and conditions contained therein shall be made except by mutual agreement to that effect in writing and signed by the Buyer and the Seller.

(g) Successors and Assigns: Third Party Beneficiaries. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their respective transferees, purchasers,

successors and permitted assigns; provided, however, that no party hereto may assign or otherwise transfer its rights and obligations hereunder to any other Person (except to a successor by merger or pursuant to the sale of substantially all of the assets of the assignor/transferor or, in the case of the Trustee, to a successor trustee appointed in accordance with the terms of the Trust Agreement) without the prior written consent of the other party, such consent not to be unreasonably withheld, delayed or conditioned; and provided, further, that with the exception of the Lessee and such transferees, purchasers, successors and permitted assigns, no other third party is intended to benefit herefrom.

(h) Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Seller and the Buyer have caused this Agreement to be duly executed and delivered as of the date first set forth above.

JPMORGAN CHASE BANK,
as Trustee of a Commingled Pension Trust

By: Dwight M. Middleton
Name: Dwight M. Middleton
Title: Vice President

GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE STREET BANK AND TRUST COMPANY OF
CONNECTICUT, NATIONAL ASSOCIATION, not in its individual
capacity, but solely as Trustee

By: _____
Name: _____
Title: _____

GEORGIA POWER COMPANY

By: _____
Name: _____
Title: _____

Key Corporate Capital Inc. hereby (a) acknowledges the sale and assignment of the Transferred Interest to the Buyer pursuant to this Agreement, consents thereto and agrees that from and after the date hereof, (i) each reference to "Investor" in the Documents shall be deemed to refer to the Buyer, and (ii) the Buyer shall be entitled to all of the benefits of the Seller under the Documents (except the Excluded Items and the Reserved Rights), including, without limitation, all representations, warranties, covenants and indemnities of the parties hereto; and (b) authorizes and instructs the Trustee to execute, deliver and perform this Agreement.

KEY CORPORATE CAPITAL INC.

By: _____
Name: _____
Title: _____

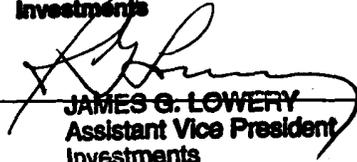
IN WITNESS WHEREOF, the Seller and the Buyer have caused this Agreement to be duly executed and delivered as of the date first set forth above.

JPMORGAN CHASE BANK,
as Trustee of a Commingled Pension Trust

By: _____
Name:
Title:

GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY

By: 
Name: **WAYNE T. HOFFMANN**
Title: **Senior Vice President Investments**

By: 
Name: **JAMES G. LOWERY**
Title: **Assistant Vice President Investments**

STATE STREET BANK AND TRUST COMPANY OF
CONNECTICUT, NATIONAL ASSOCIATION, not in its individual
capacity, but solely as Trustee

By: _____
Name:
Title:

GEORGIA POWER COMPANY

By: _____
Name:
Title:

Key Corporate Capital Inc. hereby (a) acknowledges the sale and assignment of the Transferred Interest to the Buyer pursuant to this Agreement, consents thereto and agrees that from and after the date hereof, (i) each reference to "Investor" in the Documents shall be deemed to refer to the Buyer, and (ii) the Buyer shall be entitled to all of the benefits of the Seller under the Documents (except the Excluded Items and the Reserved Rights), including, without limitation, all representations, warranties, covenants and indemnities of the parties hereto; and (b) authorizes and instructs the Trustee to execute, deliver and perform this Agreement.

KEY CORPORATE CAPITAL INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Seller and the Buyer have caused this Agreement to be duly executed and delivered as of the date first set forth above.

JPMORGAN CHASE BANK,
as Trustee of a Commingled Pension Trust

By: _____
Name:
Title:

GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY

By: _____
Name:
Title:

By: _____
Name:
Title:

STATE STREET BANK AND TRUST COMPANY OF
CONNECTICUT, NATIONAL ASSOCIATION, not in its individual
capacity, but solely as Trustee

By: Todd R. DiNezza
Name: **Todd R. DiNezza**
Title: Assistant Vice President

GEORGIA POWER COMPANY

By: _____
Name:
Title:

Key Corporate Capital Inc. hereby (a) acknowledges the sale and assignment of the Transferred Interest to the Buyer pursuant to this Agreement, consents thereto and agrees that from and after the date hereof, (i) each reference to "Investor" in the Documents shall be deemed to refer to the Buyer, and (ii) the Buyer shall be entitled to all of the benefits of the Seller under the Documents (except the Excluded Items and the Reserved Rights), including, without limitation, all representations, warranties, covenants and indemnities of the parties hereto; and (b) authorizes and instructs the Trustee to execute, deliver and perform this Agreement.

KEY CORPORATE CAPITAL INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Seller and the Buyer have caused this Agreement to be duly executed and delivered as of the date first set forth above.

JPMORGAN CHASE BANK,
as Trustee of a Commingled Pension Trust

By: _____
Name:
Title:

GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY

By: _____
Name:
Title:

By: _____
Name:
Title:

STATE STREET BANK AND TRUST COMPANY OF
CONNECTICUT, NATIONAL ASSOCIATION, not in its individual
capacity, but solely as Trustee

By: _____
Name:
Title:

GEORGIA POWER COMPANY

By: Wayne Boston
Name: Wayne Boston
Title: ASST SEC

Key Corporate Capital Inc. hereby (a) acknowledges the sale and assignment of the Transferred Interest to the Buyer pursuant to this Agreement, consents thereto and agrees that from and after the date hereof, (i) each reference to "Investor" in the Documents shall be deemed to refer to the Buyer, and (ii) the Buyer shall be entitled to all of the benefits of the Seller under the Documents (except the Excluded Items and the Reserved Rights), including, without limitation, all representations, warranties, covenants and indemnities of the parties hereto; and (b) authorizes and instructs the Trustee to execute, deliver and perform this Agreement.

KEY CORPORATE CAPITAL INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Seller and the Buyer have caused this Agreement to be duly executed and delivered as of the date first set forth above.

JPMORGAN CHASE BANK,
as Trustee of a Commingled Pension Trust

By: _____
Name:
Title:

GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY

By: _____
Name:
Title:

By: _____
Name:
Title:

STATE STREET BANK AND TRUST COMPANY OF
CONNECTICUT, NATIONAL ASSOCIATION, not in its individual
capacity, but solely as Trustee

By: _____
Name:
Title:

GEORGIA POWER COMPANY

By: _____
Name:
Title:

Key Corporate Capital Inc. hereby (a) acknowledges the sale and assignment of the Transferred Interest to the Buyer pursuant to this Agreement, consents thereto and agrees that from and after the date hereof, (i) each reference to "Investor" in the Documents shall be deemed to refer to the Buyer, and (ii) the Buyer shall be entitled to all of the benefits of the Seller under the Documents (except the Excluded Items and the Reserved Rights), including, without limitation, all representations, warranties, covenants and indemnities of the parties hereto; and (b) authorizes and instructs the Trustee to execute, deliver and perform this Agreement.

KEY CORPORATE CAPITAL INC.

By: *Andrew G. Mesches*
Name: Andrew G. Mesches
Title: Sr. Vice President

DEFINITIONS AND RULES OF CONSTRUCTION

For all purposes of this Agreement, the capitalized terms used in this Agreement shall have the following meanings (such definitions to be equally applicable to both the singular and plural forms of the terms defined). Except as otherwise indicated, all agreements or instruments herein defined shall mean such agreements or instructions as from time to time amended, supplemented or assigned or as the terms thereof may be waived or modified.

"Assignment of Lease" shall mean the Assignment of Lease and Agreement dated as of March 1, 1993, between the Trustee and the Seller, which was recorded by the Interstate Commerce Commission on March 25, 1993, under Recordation No. 18180-C.

"Builder" shall mean Trinity Industries, Inc., a Delaware corporation.

"CSA Assignment" shall mean the Agreement and Assignment dated as of March 1, 1993, between the Builder and the Seller, which was recorded by the Interstate Commerce Commission on March 25, 1993, under Recordation No. 18180-A.

"CSA Indebtedness" shall have the meaning set forth in Section 4.3(b) of the Conditional Sale Agreement.

"Conditional Sale Agreement" shall mean the Conditional Sale Agreement dated as of March 1, 1993, between the Builder and the Trustee, which was recorded by the Interstate Commerce Commission on March 25, 1993, under Recordation No. 18180.

"Documents" shall mean the documents set forth on Annex C to this Agreement.

"Excluded Items" shall mean: (i) all payments of indemnity that are due and payable to, or otherwise accrued in favor of, the Seller prior to the Closing Date under the Lease and the other Documents and any rights of the Seller to be indemnified, held harmless and defended by any indemnitor (including, without limitation, by the Lessee) under the Lease and the other Documents with respect to losses, damages, injuries, claims, demands, expenses and Taxes incurred or suffered by or imposed against the Seller prior to the Closing Date; (ii) all payments of liability insurance proceeds that are due and payable to, or otherwise accrued in favor of, the Seller prior to the Closing Date under any insurance maintained by the Lessee pursuant to the Lease and any rights to any proceeds payable under any such liability insurance with respect to any event occurring or circumstance existing prior to the Closing Date; and (iii) the right to demand, collect, sue for or otherwise obtain amounts from the Lessee or the Trustee on account of any such indemnities or payments referred to in clauses (i) and (ii) above.

"Existing Obligations" shall mean any and all liabilities and obligations of the Seller under the Documents to the extent arising or accruing (whether or not asserted or assessed), and to have been performed by the Seller, to the Closing Date.

"Financing Statements" shall mean (i) the UCC-1 Financing Statements between the Seller, as Secured Party, and the Trustee, as Debtor, filed on April 26, 1993, with the Secretary of State of Connecticut, ID No. 1007484, and on April 28, 1993, with the Clerk of the Superior Court of Monroe County, Georgia, File No. 93□227; and (ii) the UCC-1 Financing Statements between the Trustee, as Secured Party, and the Lessee, as Debtor, the interest of the Secured Party being assigned to the Seller, filed on April 27, 1993, with the Clerk of the Superior Court of Fulton County, Georgia, ID No. 000791760, and on April 28, 1993, with the Clerk of the Superior Court of Monroe County, Georgia, File No. 93 □228.

"Guaranty" shall mean the Guaranty dated May 28, 1993, made by Key Bank USA N.A. in favor of the Seller, the Trustee and the Lessee.

"Lease" shall mean that certain Lease of Railroad Equipment dated as of March 1, 1993, between Lessee and the Trustee, which was recorded by the Interstate Commerce Commission on March 25, 1993, under Recordation No. 18180-B.

"Lien" shall mean any mortgage, hypothecation, assignment, security interest, lien, charge or encumbrance, priority or other security agreement or arrangement or other claim or right of any kind or nature whatsoever (including any restriction on assignment or transfer, title retention agreement, any filing of or agreement to give or file any financing statement under the Uniform Commercial Code or comparable law of any jurisdiction and any subordination arrangement in favor of another Person).

"Person" shall mean any corporation, limited liability company, partnership, trust, estate, individual, unincorporated business entity or governmental department, administrative agency or instrumentality, or any other entity of any nature whatsoever.

"Reserved Rights" shall mean (i) all rights vested in the Seller, pursuant to any of the Documents or otherwise in connection with the Transferred Interest in respect of or arising out of the period prior to the Closing Date, including Excluded Items; and (ii) all benefits accrued to the Seller in any of the Documents or otherwise in connection with the Transferred Interest in respect of or arising out of the period prior to the Closing Date.

"Transferred Interest" shall mean all of the Seller's right, title and interest in and to the CSA Indebtedness, the Conditional Sale Agreement, the CSA Assignment, the Assignment of Lease, the Guaranty and the other Documents (including, without limitation, Seller's right to receive Payments (as defined in the Assignment of Lease)) and all of the Seller's obligations and liabilities thereunder to the extent arising or accruing (whether or not asserted or assessed) on or after the Closing Date; provided, however, the Transferred Interest does not include, and the Seller expressly retains, the Excluded Items, the Reserved Rights and the Existing Obligations.

UNITS

Quantity	AAR Mechanical Designation	Type	Lessee Road Nos.
346 Units	HTS	116.5-Ton Aluminum Body, Steel Underframe Coal Hopper Cars	RWSX 93001-93346
Carsets of Fabricated Car Parts		10 Carsets	

DOCUMENTS

1. Participation Agreement dated as of March 1, 1993, among the Lessee, Owner, the Trustee, and the Seller
2. The Conditional Sale Agreement
3. The Lease
4. The Assignment of Lease
5. The CSA Assignment
6. Trust Agreement dated as of March 1, 1993, between the Owner and the Trustee
7. Agreement and Amendment dated as of May 11, 1993 between the Lessee, the Owner, the Trustee and the Seller.
8. Agreement and Amendment No. 2 dated as of May 28, 1993, between the Lessee, the Owner, the Trustee and the Seller.
9. Transfer Agreement dated May 28, 1993, executed by Key Bank of Alaska and KeyCorp Leasing Ltd.
10. The Guaranty
11. Acknowledgement of Transfer dated June 30, 1993, by the Lessee, referring to the Transfer Agreement dated May 28, 1993, by Key Bank of Alaska and KeyCorp Leasing Ltd.
12. Owner Participant Transfer Agreement dated as of November 1, 1997, between KeyBank National Association and Key Corporate Capital Inc.

SCHEDULE I TO CONDITIONAL SALE AGREEMENT

1993 Full car lease payment schedule.

Original Equipment cost not including taxes	\$	19,371,311.70
Car set cost	\$	249,000.00
Total Equipment Cost	\$	19,620,311.70
Buy down from original cost to amount financed	\$	4,597,477.36
Amount financed	\$	15,022,834.32

PAYMENT DATE	Rate	Interest	Principal	Total Payment	Balance
0 06 30 1998	\$		250,480.97	\$ 250,480.97	\$ 15,022,834.32
1 12 30 1998	\$			\$ 551,988.02	\$ 15,022,834.32
2 06 30 1999	\$		551,988.02	\$ 225,341.15	\$ 776,679.17
3 12 30 1999	\$			\$ 543,088.00	\$ 14,797,493.17
4 06 30 1999	\$		543,088.00	\$ 304,008.13	\$ 847,071.18
5 12 30 1999	\$			\$ 551,911.08	\$ 14,493,460.04
6 06 30 1999	\$		531,911.08	\$ 326,216.95	\$ 850,228.03
7 12 30 1999	\$			\$ 518,988.25	\$ 14,167,173.09
8 06 30 1999	\$		518,988.25	\$ 350,288.82	\$ 570,203.57
9 12 30 1999	\$			\$ 507,080.39	\$ 13,816,304.47
10 06 30 1999	\$		507,080.39	\$ 376,978.34	\$ 988,058.78
11 12 30 1999	\$			\$ 493,281.99	\$ 13,440,828.17
12 06 30 1999	\$		493,281.99	\$ 409,875.15	\$ 886,967.14
13 12 30 1999	\$			\$ 478,470.78	\$ 13,037,850.84
14 06 30 2000	\$		478,470.78	\$ 433,187.56	\$ 911,888.84
<u>Reduce due to 19 casualties</u>			\$ 883,331.89	\$ 883,331.89	\$ 11,920,801.71
15 12 30 2000	\$		437,463.48	\$	\$ 437,463.42
16 06 30 2001	\$		437,463.48	\$ 498,793.94	\$ 677,277.37
17 12 30 2001	\$			\$ 421,853.35	\$ 11,481,017.21
18 06 30 2002	\$		421,853.35	\$ 472,084.08	\$ 889,417.43
19 12 30 2002	\$			\$ 404,028.80	\$ 11,008,953.71
20 06 30 2003	\$		404,028.80	\$ 509,713.80	\$ 970,742.20
21 12 30 2003	\$			\$ 388,492.21	\$ 10,502,240.11
22 06 30 2004	\$		388,492.21	\$ 543,908.38	\$ 928,336.59
23 12 30 2004	\$			\$ 365,470.85	\$ 9,986,333.71
24 06 30 2005	\$		365,470.85	\$ 608,540.55	\$ 872,011.40
25 12 30 2005	\$			\$ 343,210.81	\$ 9,381,792.11
26 06 30 2006	\$		343,210.81	\$ 583,094.89	\$ 898,245.39
27 12 30 2006	\$			\$ 322,814.44	\$ 8,798,758.61
28 06 30 2007	\$		322,814.44	\$ 573,475.74	\$ 888,390.18
29 12 30 2007	\$			\$ 301,867.83	\$ 8,225,282.87
30 06 30 2008	\$		301,867.83	\$ 592,257.19	\$ 900,188.07
31 12 30 2008	\$			\$ 278,910.75	\$ 7,628,985.63
32 06 30 2009	\$		278,910.75	\$ 718,479.48	\$ 868,380.25
33 12 30 2009	\$			\$ 263,543.84	\$ 8,908,818.57
34 06 30 2010	\$		263,543.84	\$ 992,185.08	\$ 1,245,707.88
35 12 30 2010	\$			\$ 217,130.08	\$ 5,918,361.12
36 06 30 2011	\$		217,130.08	\$ 1,172,681.66	\$ 1,389,811.64
37 12 30 2011	\$			\$ 174,082.67	\$ 4,743,889.15
38 06 30 2012	\$		174,082.67	\$ 1,288,788.38	\$ 1,432,349.05
39 12 30 2012	\$			\$ 127,898.98	\$ 3,484,913.8
40 06 30 2013	\$		127,898.98	\$ 1,381,149.08	\$ 2,133,764.0
41 12 30 2013	\$			\$ 78,309.14	\$ 2,133,764.0
42 06 30 2014	\$		78,309.14	\$ 1,480,823.44	\$ 1,528,892.65
43 12 30 2014	\$			\$ 25,082.27	\$ 683,440.18
44 06 30 2015	\$		25,082.27	\$ 583,440.89	\$ 708,822.83

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CERTIFICATION

I, Louis E. Gitomer, have compared this copy to the original Sale Agreement and Assignment dated as of December 11, 2001 and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.



Louis E. Gitomer
December 11, 2001