

BEFORE THE
SURFACE TRANSPORTATION BOARD

ENTERED
Office of Proceedings
June 20, 2018
Part of
Public Record

CAIRO PUBLIC UTILITY COMPANY-ACQUISITION AND OPERATION-
RAIL LINE OF ALABAMA RAILROAD CO., INC., D/B/A/ SHAWNEE TERMINAL
RAILROAD CO.

FINANCE DOCKET NO. 36204

NOTICE OF EXEMPTION
UNDER 49 C.F.R. § 1150.31

Pursuant to 49 C.F.R. § 1150.31(a), Cairo Public Utility Company (CPUC), a non-carrier, hereby provides notice of its class exemption from 49 U.S.C. § 10901 for its acquisition of approximately 2.5 miles of rail lines and real property from Alabama Railroad Co., Inc., d/b/a/ Shawnee Terminal Railway Co. (STR). The STR lines extend between milepost 256.9 and milepost 259.4, in/near Cairo, Alexander County, Illinois, a total distance of 2.5 miles.

BACKGROUND

It is STR's goal in entering into this transaction to reduce its capital needs, to rationalize its rail system, and to restructure its business. CPUC desires to purchase the property from STR and assume the statutory common carrier obligation for the provision of future railroad transportation service after the acquisition is consummated. This is part of a long-term goal of creating a transload facility along the banks of the Mississippi River that utilize the existing tracks.

FEE RECEIVED
June 20, 2018
SURFACE

FILED
June 20, 2018
1 SURFACE
TRANSPORTATION BOARD

TRANSPORTATION BOARD

INFORMATION REQUIRED BY 49 C.F.R. § 1150.43

(a) The full name and address of the applicant:

Applicant is the Cairo Public Utility Company, 1100 Commercial Avenue, Cairo, Illinois 62914.

(b) The name, address, and telephone number of the representative of the applicant who should receive correspondence:

Applicant's attorney is Richard H. Streeter, Law Office of Richard H. Streeter, 5255 Partridge Lane, N.W., Washington, D.C. 20016, (202) 363-2011.

(c) A statement that an agreement has been reached or details about when an agreement has been reached:

An Agreement of Purchase and Sale has been reached. Closing is currently scheduled for on or before September 31, 2018.

(d) The operator of the property:

Cairo Public Utility Company, an Illinois corporation.

(e) A brief summary of the proposed transaction, including:

(1) The name and address of the railroad transferring the subject property to the Class III rail carrier applicant:

The railroad that is transferring ownership of the line is Alabama Railroad Co., Inc. d/b/a Shawnee Terminal Railway Co., 1318 S. Johanson Road, Peoria, Illinois 61607.

(2) The proposed time schedule for consummation of the transaction:

Consummation of the transaction is scheduled for on or before
September 15, 2018.

(3) The mileposts of the subject property, including any branch lines:

Milepost 256.9 to milepost 259.4.

(4) The total route miles being acquired.

Approximately 2.5 miles or rail lines are being acquired.

(f) A map that clearly indicates the area to be service, including origins, termini, stations, cities, counties, and states:

The required map is attached to this Notice as Appendix 1.

(g) A certificate that applicant's projected revenues as a result of the transaction will not result in the creation of a Class II or Class I rail carrier so as to require processing under Sec. 1150.45.

The required certificate is contained in the Verification of Mr. Lawrence J. Klein, President, Cairo Public Utility Company, which is attached to this Notice as Appendix 2.

(h) Interchange Commitments. (1) The filing party must certify whether or not a proposed acquisition or operation of a rail line involves a provision or agreement that may limit future interchange with a third-party connecting carrier, whether by outright prohibition, per-car penalty, adjustment in the purchase

price or rental, positive economic inducement, or other means (“interchange commitment”).

The proposed acquisition and operation of the Rail Lines do not involve any provision or agreement that may limit future interchange commitments.

CAPTION SUMMARY

The caption summary required by 49 C.F.R. § 1150.44 is attached to this Notice as Appendix 3.

ENVIRONMENTAL AND HISTORIC MATTERS

By virtue of 49 C.F.R. § 1105.6(c)(1), no environmental assessment is required in conjunction with the proposed acquisition and operation. Also, by virtue of 49 C.F.R. § 1105.8(b)(1), no historic reporting is required.

LABOR PROTECTION

By virtue of 49 U.S.C. § 10902, no labor protection conditions are to be imposed in conjunction with this Notice.

ANNUAL REVENUES

The certificate required by 49 C.F.R. § 1150.43(g) (Athens’ projected revenues as a result of the transaction will not result in the creation of a Class II or Class I rail carrier so as to require processing under 49 C.F.R. § 1150.45), is contained in Appendix 2 attached to this Notice.

VERIFICATION

A general verification of all factual assertions in this Notice is contained in Appendix 2.

CONCLUSION AND REQUESTED RELIEF

WHEREFORE, within 16 days after the filing of this Notice, the Director of the Board's Office of Proceedings should arrange for publication of notice of the filing of this Notice in the Federal Register.

Respectfully submitted,

Cairo Public Utility Company
Applicant

/s/ Richard H. Streeter

Richard H. Streeter
Law Office of Richard H. Streeter
5255 Partridge Lane, N.W.
Washington, D.C. 20016

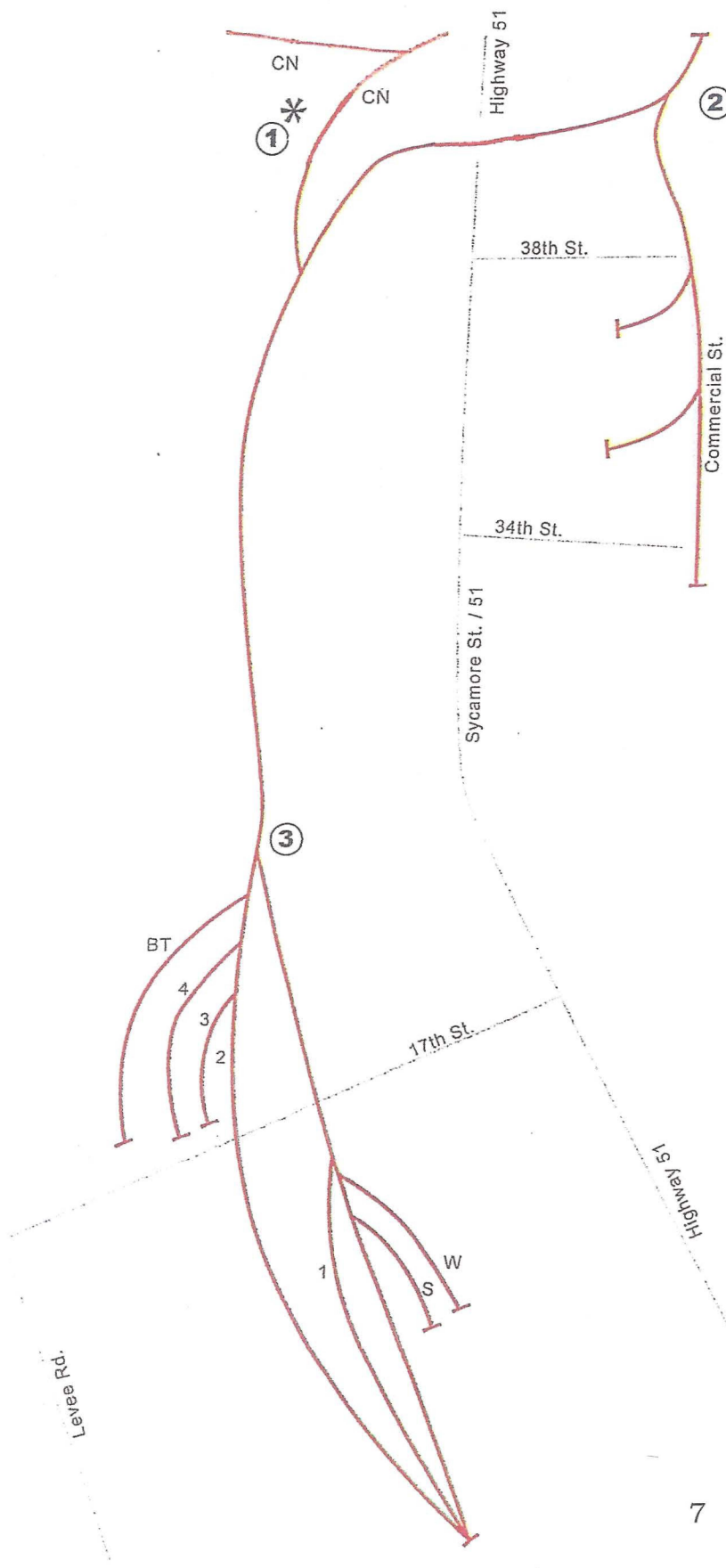
Attorney for Applicant

Dated: June 19, 2018

APPENDIX 1

MAP

Shawnee Terminal Railway Co. (STR)



1* Cairo, IL - CN Interchange

2 Cairo North (MP 256.4)
car spots: 35

3 17th St. Yard (MP 259.4)

- BT

car spots: 14

- 4

car spots: 12

- 3

car spots: 3

- 2

car spots: 28

- 1

car spots: 30

- S

car spots: 10

- W

car spots: 12

*property available and warehouse space
for lease*

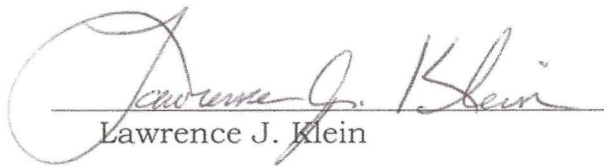
APPENDIX 2

VERIFICATION

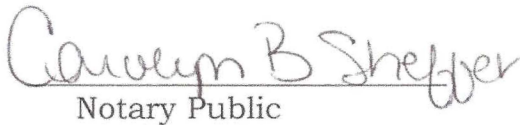
VERIFICATION

STATE OF ILLINOIS)
) ss:
COUNTY OF ALEXANDER)

Lawrence J. Klein, being duly sworn, states that he is President of Cairo Public Utility Company; that he has read the foregoing Notice of Exemption under 49 C.F.R. § 1150.31; that the projected revenues of CPUC would not exceed those that would qualify it as a Class III rail carrier; that the projected annual revenue derived from transportation services will not exceed \$5 million; and that all other facts set forth in the Notice of Exemption are true and correct.


Lawrence J. Klein

SUBSCRIBED and SWORN to
Before me this 18th day of June, 2018.


Notary Public

My Commission Expires: 01-09-2022



CAPTION SUMMARY
SURFACE TRANSPORTATION BOARD

Notice of Exemption

STB Finance Docket No. 36204

CAIRO PUBLIC UTILITY COMPANY-ACQUISITION AND OPERATION-
RAIL LINE OF ALABAMA RAILROAD CO., INC., D/B/A/ SHAWNEE TERMINAL
RAILROAD CO.

The Cairo Public Utility Company (CPUC) has filed a Notice of Exemption to acquire from Alabama Railroad Co., Inc., d/b/a Shawnee Terminal Railroad Co. and operate approximately 2.5 miles of rail line between milepost 256.4 and milepost 259.4 at Cairo, IL, a total distance of approximately 2.5 miles. Comments must be filed with the Board and served on CPUC's representative, Richard H. Streeter, Law Office of Richard H. Streeter, 5255 Partridge Lane, N.W., Washington, D.C. 20016, telephone 202-363-2011.

The Notice is filed under 49 C.F.R. § 1150.31 *et seq.* If the Notice contains false or misleading information, the exemption is void *ab initio*. Petitions to revoke the exemption under 49 U.S.C. § 10502(d) may be filed at any time. The filing of a petition to revoke will not automatically stay the transaction.

By the Board

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") dated this 9th day of May 2018, by and between Alabama Railroad Co., Inc., d/b/a Shawnee Terminal Railway Co., an Iowa corporation ("STR") whose mailing address is 1318 S. Johanson Road, Peoria, Illinois 61607, and Cairo Public Utility Company ("CPUC") an Illinois corporation whose mailing address is PO Box 591, Cairo, Illinois 62914.

WITNESSETH:

WHEREAS, STR owns or has an interest in certain real property, rights-of-way and associated property, and track/railroad facilities in/near Cairo, Alexander County, Illinois; and

WHEREAS, it is STR's goal in entering into this transaction to reduce its capital needs, to rationalize its rail system, and to restructure its business; and

WHEREAS, STR desires to sell, and CPUC desires to purchase such property and assume the common carrier obligation for the provision of railroad transportation service after the acquisition contemplated hereby; and

NOW, THEREFORE, STR and CPUC, intending to be legally bound, hereby agree as follows:

1. **Acquirer.** Prior to the Closing Date (hereinafter defined) and as a condition to closing, CPUC shall have obtained the requisite authority from the Surface Transportation Board (hereinafter "STB") or any successor agency and any other governmental entity having jurisdiction over the subject matter of this Agreement to acquire and operate the below described real property and rail assets in its own name and for its own account.

2. **Description of Property.**

a. The property made the subject of this Agreement consists of approximately 2.5 miles of STR's real property and right-of-way (hereinafter "Real Property") from approximately Milepost 256.9 to milepost 259.4, in/near Cairo, in Alexander County, Illinois, and as generally shown on Exhibit A, attached hereto and made a part hereof, including but not limited to any and all tracks, rails, ties, switches, crossings, bridges, trestles, culverts, structures, signals, appurtenances, crossing protection devices, and other property of STR, other than the Excluded Personal Property as defined below, that are affixed to the Real Property between the above described points as of the date of this Agreement (hereinafter "Rail Assets"). The Real Property and Rail Assets are hereinafter collectively referred to as the "Line". Excluded is approximately ½ mile track feet of rail, as well as ties, and other track material ("OTM") located along the Ohio River levee as depicted on Exhibit A, as well as any and all railroad rolling stock, locomotives, automobiles, trucks, automotive equipment, machinery, office and computer equipment, radios, furniture, tools, inventories, materials and supplies, located on the Line as of the date of this Agreement or on the Closing Date (the "Excluded Personal Property").. STR shall remove from the Line all Excluded Personal Property within two

years after the Closing Date, at its sole expense and without unreasonable interference with CPUC's operations. Any Excluded Personal Property remaining on the Line after said ten day period shall become the sole property of CPUC. The personal property being retained by STR is listed on Exhibit E, attached hereto and made a part hereof. The Line shall be conveyed to CPUC by STR by a Quit Claim Deed, a form of which is attached as Exhibit B.

3. **Purchase Price.**

a. CPUC shall pay STR _____ for the Line (the "Purchase Price"). Subject to the terms and conditions contained in this Agreement, CPUC shall deliver the aforesaid sum, payable to STR, at Closing. The parties agree the Purchase Price shall be allocated as shown on Exhibit D.

4. **Regulatory Approval.** CPUC, with STR's cooperation, shall promptly and expeditiously take all necessary steps to obtain the approval or exemption from approval by the STB of CPUC's acquisition and operation of the Line. CPUC shall be responsible for compliance with any requirements in 49 USC § 10902 and 49 CFR § ~~1150.41~~ through ~~1150.44~~ ^{1150.31 thru 1150.34} in connection with this Agreement. Each party shall be solely responsible for any protective conditions or benefits imposed by any judicial, regulatory or governmental body, for the benefit of its own employees or the employees of any of its subsidiaries or affiliates, or who are otherwise required to be paid under its collective bargaining or other agreements, howsoever arising, including as a consequence of the approval of the transaction contemplated under this Agreement, the exercise or performance by STR or CPUC of any rights or obligations hereunder and each party shall defend, indemnify and hold harmless the other from and against any and all such liability, cost or expense.

5. **Conveyance.** Conveyance of the Line shall be made by Quitclaim Deed without any warranty, express or implied, other than that the Line is free and clear of all mortgages, deeds of trust, security interests and other liens, including but not limited to equitable liens, mechanic's liens, and judgment liens, created by STR, or resulting from the provision of labor and/or material to STB. To the extent that STR's title to the Line consists of railroad easements, and therefore only railroad easements are being acquired by CPUC, CPUC acknowledges that such railroad easements may not survive the abandonment of rail service by CPUC, its successors and/or assigns. The conveyance of the Line shall be made subject to the following provisions, which shall survive Closing:

a. All existing wirelines, pipelines, fiber optic lines, and similar facilities, public and private utilities, reservations, exceptions and restrictions whether or not of record;

b. Applicable building, zoning, and subdivision laws and ordinances (if any) and other applicable federal, state, county, municipal or local laws, ordinances and regulations;

c. Property taxes and assessments, both general and special, which CPUC assumes and agrees to pay in accordance with Section 6;

d. Any and all encroachments which might be revealed by a survey meeting applicable State minimum technical requirements or by an inspection or proper survey of the Line;

e. Any and all existing ways and servitudes, and rights of way, howsoever created, for roads, streets and highways, sidewalks and similar rights;

f. Subject to its right of termination in accordance with the provisions of Section 11, CPUC agrees to waive any defects in STR's title. CPUC shall bear and pay any and all costs and expenses for title inspection, subdivision approvals, surveys, transfer taxes, fees, stamps, charges, sales and use taxes and all documentary, recording or filing fees in connection with the transfer of the Line.

g. The deed shall contain one or more restrictive covenants, reading substantially as follows, to run with the title to the Line, and to be binding upon CPUC, CPUC's heirs, legal representatives and assigns or corporate successors and assigns or anyone claiming title to or holding the Line through CPUC:

"Grantee acknowledges that the Premises conveyed hereunder has been historically used for railroad and industrial operations and is being conveyed for use only as industrial or commercial property. Grantee, by acceptance of this deed, hereby covenants that it, its successors or assigns shall not use the Premises for any purpose other than industrial or commercial purposes and that the Premises will not be used for (a) any residential purpose of any kind or nature (residential use shall be defined broadly to include, without limitation, any use of the Premises by individuals or families for purposes of personal living, dwelling, or overnight accommodations, whether such uses are in single family residences, apartments, duplexes, or other multiple residential dwellings, trailers, trailer parks, camping sites, motels, hotels, or any other dwelling use of any kind), (b) any public or private school, day care, or any organized long-term or short term child care of any kind, (c) any recreational purpose (recreational use shall be defined broadly to include, without limitation, use as a public park, hiking or biking trail, athletic fields or courts, or public gathering place), or (d) any agricultural purpose that results in, or could potentially result in, the human consumption of crops or livestock raised on the property (agricultural purpose shall be defined broadly to include, without limitation, activities such as food crop production, dairy farming, livestock breeding and keeping, and cultivation of grazing land that would ultimately produce, or lead to the production of, a product that could be consumed by a human). By acceptance of this deed, Grantee further covenants that it, its successors, heirs, legal representatives or assigns shall not use the groundwater underneath the Premises for human consumption, irrigation, or other purposes; Provided, however, that, in the event of abandonment, the railroad easements to said Premises shall expire, and CPUC shall have no control over the use any reversionary landowner may make of the Premises.

Grantee and Grantor agree and acknowledge the covenants and easements contained in this Deed shall be covenants "in gross" and easements "in

gross" which shall remain binding on Grantee, its successors, heirs, legal representatives and assigns regardless of whether Grantor continues to own property adjacent to the Premises. Grantee acknowledges Grantor will continue to have a substantial interest in enforcement of the said covenants and easements whether or not Grantor retains title to property adjacent to the Premises."

6. **Proration of Taxes and Charges.** Property taxes, special assessments and similar charges will not be prorated. CPUC shall be responsible for all such charges on the Line. Charges for water, sewer or other utilities assessed or payable in respect of the Line shall be prorated, adjusted and apportioned between CPUC and STR as of the Closing Date.

7. **Assignment of Agreements.**

a. No later than two (2) weeks before the Closing Date, STR shall make available for review the contracts, agreements and leases pertaining to the Line set forth and described in Exhibit C hereto (the "Assignment of Agreements"). Except as noted below, at Closing, STR shall assign to CPUC all of STR's rights and interests in the Assigned Agreements and CPUC shall assume and be bound by all of STR's obligations and liabilities thereunder. Such Assignments shall provide for CPUC's indemnification of STR for obligations and liabilities occurring under the Assigned Agreements on or after the Closing Date. Any and all prepaid fees, charges, rent or income under any of the Assignment of Agreements due or payable prior to the Closing Date and received by STR shall be retained by STR. Any and all fees, charges, rent or income due or payable after the Closing Date and received by STR shall be promptly forwarded to CPUC.

b. In the event that subsequent to the Closing Date STR locates any contracts, agreements, leases, licenses or easements which should have been included in Exhibit C but were omitted, the parties hereto shall amend Exhibit C to incorporate any such documents and CPUC shall accept assignment thereof in the manner designated for Assigned Agreements in Section 7a hereof.

8. **CPUC's Due Diligence / Right of Entry and Inspection.**

CPUC shall have up to ninety days from the execution of this Agreement to perform such title searches, surveys, and similar due diligence it believes to be reasonably necessary to confirm the representations made herein.

During the term of this Agreement, and prior to the Closing Date, CPUC and/or its agents shall be permitted to have access to the Line, subject to the rights of any tenant, licensee, utility or other third party occupying any portion of the Line, in order to perform a property survey, and make such visual inspections thereof as CPUC shall deem reasonably necessary; PROVIDED, however, that CPUC hereby assumes all risks of such entry and agrees to defend, indemnify and save STR harmless from and against any claim, cost or expense resulting from any damage to or destruction of any property (including the Line) and any injury to or death of any person(s), arising from the acts or omissions of CPUC or its agents in the exercise of this right-of-entry. The surveyor shall be required to comply with STR's right of entry procedures, including signing a right of

entry agreement. CPUC agrees to perform no action, which would encumber title to the Line in exercising this right-of-entry. The provisions of this Section 8 shall survive Closing or termination of this Agreement. CPUC shall not perform any tests, sampling, digging, excavations, or similar inspections.

9. **Waiver of Warranties as to Condition of Line and Environmental Indemnity.** CPUC acknowledges that STR has made and will make no representations, warranties, guarantees, statements or information, express or implied, pertaining to the Line, the physical, environmental or other condition thereof, STR's title thereto or the Line's merchantability or suitability for any use or purpose whatsoever. CPUC shall take the Line "**AS IS, WHERE IS**", with all faults and defects in its physical or environmental condition as of the Closing Date; and CPUC assumes all risks of the condition of the Line, regardless of the cause or date of origin of any environmental condition, and also indemnifies and holds STR harmless from all liabilities and claims and releases all rights and/or claims against STR for any such condition or for the costs of remediation or cure of any such condition, except for conditions caused by or known to STR prior to Closing (but not STR's predecessors). The provisions of this Section 9 shall survive Closing.

10. **Indemnity.**

a. STR shall defend, indemnify, and hold harmless CPUC, its officers, agents and employees, from and against any and all liability, cost and expense arising out of or connected with any personal injury, property loss or damage occurring prior to Closing on or about the Line, except for any such liability, cost or expense arising out of or connected with any action of CPUC, its officers, agents or employees on or about the Line prior to the Closing Date.

b. CPUC shall defend, indemnify, and hold harmless STR, its officers, agents and employees, from and against any and all liability, cost and expense arising out of or connected with any personal injury, property loss or damage occurring after the Closing on or about the Line, except for any such liability, cost or expense arising out of or connected with any action of STR, its agents or employees on or about the Line after the Closing Date.

c. Nothing contained in this Section 10 shall be construed as modifying the provisions of Sections 8 or 9 hereof. This Section 10 is not intended to create any obligation by STR to indemnify CPUC with respect to the physical or environmental condition of the Line, or its merchantability or suitability for any use or purpose whatsoever or for any liability, cost or expense arising out of or connected with the exercise of rights granted in Section 8 or 9 hereof.

11. **Termination.** This Agreement may be terminated prior to the Closing Date by either CPUC or STR, without further liability or obligation to either of them, in the event of any of the following:

a. Claims, litigation or work stoppage shall be threatened or pending in connection with the transactions contemplated by this Agreement;

b. The Closing has not occurred on or before September 15, 2018, for any reason, including a stay of the STB's orders or the issuance of an injunction prohibiting the consummation of the transactions contemplated herein; provided that a party in default hereunder may not utilize its own failure to comply with this Agreement as cause for termination;

c. The failure of the STB to approve or exempt from approval the transaction subject to this Agreement;

d. The discovery by CPUC of any material defect in STR's title to the Line which would preclude CPUC from using the Line as an operating line of railroad; provided, however, that CPUC shall notify STR of any title defect or similar objection not less than ten business days before Closing.

12. **Closing.** Subject to the rights of termination expressly provided in this Agreement, the Closing under this Agreement shall be held at a mutually agreeable location on a mutually agreeable date (the "Closing") on or before September 15, 2018. In addition to the deed and bill of sale described hereinabove, and any other documents required by the Alexander County Recorder (ie: transfer tax declaration), STR shall tender at Closing, or as soon thereafter as practical, keys for all signal boxes and structures (if any), copies of signal diagrams (if not located in said signal boxes), copies of bridge blueprints and inspections which STR has, and any other documents in STR's possession concerning the Premises, including, but not limited to, deeds, easements, title reports, surveys, track charts, etc. As soon after Closing as is practical, CPUC shall coordinate the removal of the STR crossing ENS placards and replace them with CPUC placards.

13. **Entire Agreement.** This Agreement, and the other agreements entered into pursuant to this Agreement, and the Exhibits hereto, shall constitute the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes prior understandings and agreements, both written and oral, between CPUC and STR with respect to the subject matter of this Agreement. This Agreement may be supplemented, amended or modified only by an instrument in writing executed by CPUC and STR. Time is of the essence of this Agreement.

14. **Partnership; Expenses.** CPUC and STR understand that no joint venture or fiduciary relationship between or among them is contemplated by either CPUC or STR in connection with this Agreement. Except as otherwise provided herein, any and all expenses incurred by either CPUC or STR in connection with this Agreement and the transactions contemplated hereby shall be borne by the party incurring such expenses. Neither STR nor CPUC has or will incur any obligation that would result in the other being liable for any brokerage, finder's fee or similar fee in connection with the transactions contemplated hereby.

15. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the Interstate Commerce Act, as amended, and other applicable laws of the United States and the State of Illinois, without regard to its conflicts of laws principles.

16. **Assignment, Survivors and Third Party Beneficiaries.**

a. This Agreement shall be binding upon CPUC and STR, and their respective successors and assigns; provided, however, that CPUC shall not assign this Agreement in whole or in part without STR's written consent, which consent shall not be unreasonably withheld, subject to the STB's authorization of such assignment. STR shall not object to CPUC's operation of the Line through a third party agent, except that CPUC shall remain liable for the acts and omissions of such.

b. The terms and conditions of this Agreement shall survive delivery of the Quitclaim Deed whether or not the Quitclaim Deed so states. Subsequent to Closing, this Agreement may not be terminated or rescinded unless mutually agreed to by the parties in writing. Nothing contained in this Agreement is intended to nor shall it be construed to confer upon any party other than CPUC and STR and their respective successors and permitted assigns any right or benefit under or by reason of this Agreement.

17. **Trackage Rights and Interchange.** STR shall assign, at Closing, all trackage rights and interchange agreements/rights it has, to CPUC. CPUC acknowledges that some switches and other facilities necessary to interchange with CN/Illinois Central Railway are currently out of service. STR shall have no obligation to repair or restore such switches/facilities.

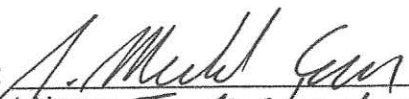
18. **Equipment.** STR shall have no obligation to provide locomotive power, railcars, or any other equipment or vehicles to CPUC.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed and delivered this Purchase and Sale Agreement as of the day and year first above written.

ATTEST:

ALABAMA RAILROAD CO., INC.



By: 
Print Name: J. Michael Carr
Print Title: President

ATTEST:

CAIRO PUBLIC UTILITY COMPANY



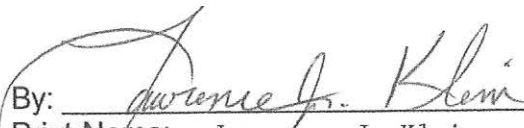
By: 
Print Name: Lawrence J. Klein
Print Title: President

Exhibit A – Map

Exhibit B – Quit Claim Deed

Exhibit C – Assignment of Agreements

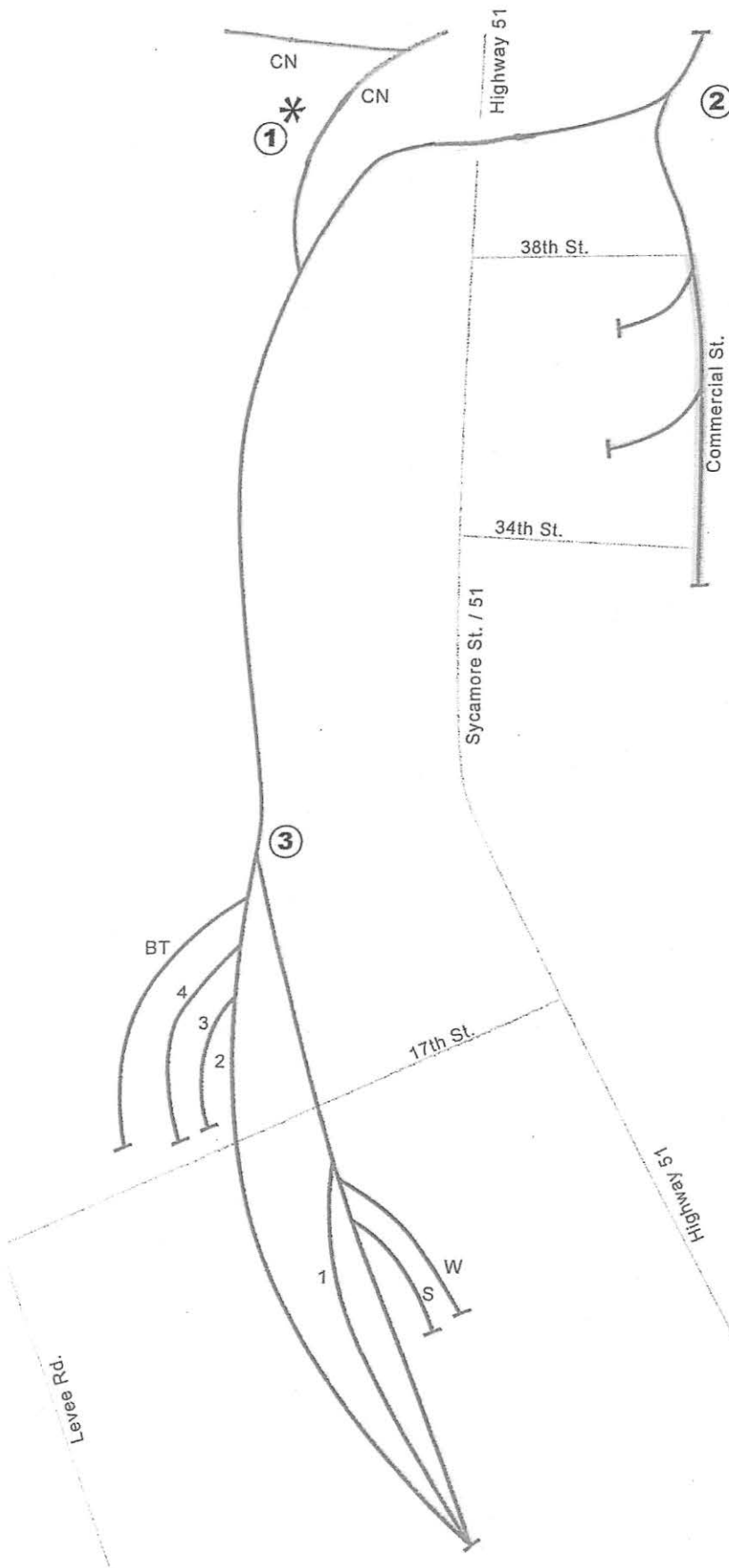
Exhibit D – Purchase Price Allocation between Real Estate and Track and Materials

Exhibit E – Personal Property to be Retained by STR

EXHIBIT A

DESCRIPTION PENDING

Shawnee Terminal Railway Co. (STR)



1* Cairo, IL - CN Interchange

2 Cairo North (MP 256.4)

car spots: 35

3 17th St. Yard (MP 259.4)

- BT

car spots: 14

- 4

car spots: 12

- 3

car spots: 3

- 2

car spots: 28

- 1

car spots: 30

- S

car spots: 10

- W

car spots: 12

*property available and warehouse space
for lease*



QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 9th day of May, 2018, between ALABAMA RAILROAD CO., INC., d/b/a SHAWNEE TERMINAL RAILROAD CO., an Iowa corporation, whose mailing address is 1318 S. Johanson Road, Peoria, Illinois 61607, hereinafter called "Grantor", and CAIRO PUBLIC UTILITY COMPANY, an Illinois corporation, whose mailing address is PO Box 591, Cairo, Illinois 62914, hereinafter called "Grantee", WITNESSETH:

(Wherever used herein, the terms "Grantor" and "Grantee" may be construed in the singular or plural as the context may require or admit, and for purposes of exceptions, reservations and/or covenants, shall include the heirs, legal representatives and assigns of individuals or the successors and assigns of corporations.)

THAT Grantor, for and in consideration of the sum of \$ _____ to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE and forever QUITCLAIM unto Grantee, its successors and assigns, all right, title and interest of Grantor, if any, in and to that certain tract or parcel of land situate, lying and being in the County of Alexander, State of Illinois, hereinafter designated "the Premises," more particularly described in Exhibit A, attached hereto and incorporated herein, including, but not limited to any and all tracks, rail, ties, other track material, switches, crossings, bridges, trestles, culverts, buildings, signals, and crossing protection devices; except as specifically included in that certain Purchase and Sale Agreement between the parties dated May 9, 2018, the terms of which are incorporated herein by reference.

RESERVING unto Grantor, for itself, its successors and/or assigns, an exclusive railroad easement and right of first refusal for five (5) years from the date of this conveyance, to provide any rail service, common carrier or contract, required or requested on the Rail Line, or any part thereof, together with ancillary surface rights, for the purpose of maintaining, operating, inspecting, repairing, reconstructing, renewing and/or replacing railroad facilities and necessary appurtenances.

TO HAVE AND TO HOLD the Premises, and all the estate, right, title, lien, interest and claim whatsoever of Grantor therein, either in law or equity, and all improvements thereon and appurtenances thereto, unto the proper use, benefit and enjoyment of Grantee, Grantee's heirs and assigns or successors and assigns, forever; SUBJECT to reservations, easements, covenants,

restrictions and limitations of record or platted, all existing public utilities and roadways, and all existing encroachments, ways and servitudes, howsoever created.

Grantee acknowledges that the Premises conveyed hereunder has been historically used for railroad and related industrial operations and is being conveyed for use as railroad, industrial or commercial property. Grantee, by acceptance of this deed, hereby acknowledges that the Premises may not be suitable for (a) any residential purpose of any kind or nature (residential use shall be defined broadly to include, without limitation, any use of the Premises by individuals or families for purposes of personal living, dwelling, or overnight accommodations, whether such uses are in single family residences, apartments, duplexes, or other multiple residential dwellings, trailers, trailer parks, camping sites, motels, hotels, or any other dwelling use of any kind), (b) any public or private school, day care, or any organized long-term or short term child care of any kind, (c) any recreational purpose (recreational use shall be defined broadly to include, without limitation, use as a public park, hiking or biking trail, athletic fields or courts, or public gathering place), or (d) any agricultural purpose that results in, or could potentially result in, the human consumption of crops or livestock raised on the property (agricultural purpose shall be defined broadly to include, without limitation, activities such as food crop production, dairy farming, livestock breeding and keeping, and cultivation of grazing land that would ultimately produce, or lead to the production of, a product that could be consumed by a human).

Notwithstanding the above, to the extent the property is currently in use for an above purpose, Grantee shall have no obligation to investigate or undertake action to prohibit.

Grantee and Grantor agree and acknowledge the covenants and easements contained in this Deed shall be covenants "in gross" and easements "in gross" which shall remain binding on Grantee, its successors, heirs, legal representatives and assigns regardless of whether Grantor continues to own property adjacent to the Premises. Grantee acknowledges Grantor will continue to have a substantial interest in enforcement of the said covenants and easements whether or not Grantor retains title to property adjacent to the Premises.

Said covenants shall run with title to the Premises conveyed, and bind upon Grantee, Grantee's heirs, legal representatives and assigns, or corporate successors and assigns, and anyone claiming title to or holding Premises through Grantee.

IN WITNESS WHEREOF, GRANTOR, pursuant to due corporate authority, has caused its name to be signed hereto by its officers hereunto duly authorized and its corporate seal, duly attested, to be hereunto affixed.

Signed, sealed and delivered
in the presence of:

ALABAMA RAILROAD CO., INC., d/b/a
SHAWNEE TERMINAL RAILROAD CO.

By: _____
Name: _____
Title: _____

Attest _____ (SEAL)
Secretary

Print Name: _____

This instrument prepared by
or under the direction of:

Daniel A. LaKemper
General Counsel
Alabama Railroad Co., Inc.
1318 S. Johanson Road
Peoria, Illinois 61607

STATE OF ILLINOIS)
) SS.
COUNTY OF PEORIA)

I, _____, a Notary Public of the State of Illinois and the County of _____, do certify that, on the date below, before me in said County came _____ to me known to be the person whose name is subscribed to the above instrument, who, being by me first duly sworn, did make oath, acknowledge and say that: he is _____ of Alabama Railroad Co., Inc., the corporation described in and which executed said instrument; he is fully informed of the contents of the instrument; he knows the seal of said corporation; the seal affixed to said instrument is such seal; it was so affixed by authority of the Board of Directors of said corporation; he signed his name thereto for said corporation pursuant to Board authority; and instrument is the free act and deed of said corporation; and the conveyance herein is not part of a transaction, sale, lease, exchange or other transfer or conveyance of all or substantially all of the property and/or assets of the Grantor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this _____ day of _____, 20____.

My commission expires on:

_____(SEAL)

Notary Public

Print Name: _____

EXHIBIT C

ASSIGNMENT

THIS AGREEMENT OF ASSIGNMENT, made and entered into this 9th day of May, 2018 by and between ALABAMA RAILROAD CO., INC., d/b/a SHAWNEE TERMINAL RAILROAD CO., an Iowa corporation, whose mailing address is 1318 S. Johanson Road, Peoria, Illinois 61607, hereinafter referred to as "Assignor," and, CAIRO PUBLIC UTILITY COMPANY, an Illinois corporation, whose mailing address is PO Box 591, Cairo, Illinois 62914, as assignee, hereinafter referred to as "CPUC"; WITNESSETH:

WHEREAS, by deed dated 9th day of May, 2018, Assignor conveyed to CPUC certain property owned by Assignor in Alexander County, Illinois, as more particularly described in said deed to which reference is hereby made; and

WHEREAS, prior to said conveyance, Assignor, or its predecessor, entered into the following agreements, as amended, covering lease or use of portions of said property, to-wit;

Assignor's
Contract No.

Lessee's, Licensee's
or Grantee's Name

Date of
Agreement

WHEREAS, CPUC desires, and Assignor is willing, since the property described in each agreement lies within the limits of the property conveyed from Assignor to CPUC by said deed, that Assignor also assign its interest in each agreement to CPUC;

NOW, THEREFORE, in consideration of the sum of One Dollar by each of the parties hereto paid to the other, the receipt of which is hereby acknowledged, and in further consideration of the premises and of the covenants and agreements herein contained, to be kept and performed by the parties hereto, it is mutually agreed as follows, to-wit:

1. Effective 9th day of May, 2018 (the "Effective Date"), Assignor's interest in the aforementioned agreements shall be and is hereby assigned without recourse by Assignor to CPUC, it being expressly understood and agreed that CPUC shall be entitled to receive the rental, if any, to be paid to Assignor as set forth in each agreement subsequent to the effective date of this Assignment Agreement, with proper pro-ration of rental for the current year; however, rentals of less than \$1,000.00 per annum shall not be prorated.
2. CPUC hereby agrees, as of the Effective Date of this Assignment Agreement, to assume all of the responsibilities of Assignor pertaining to said aforementioned agreements.
3. CPUC hereby agrees to extend notice of this Assignment Agreement to the Lessee, Licensee or Grantee named in each agreement within thirty (30) days of the Effective Date of this Assignment Agreement.
4. Should Assignor discover or otherwise learn of any agreement(s) which were inadvertently omitted from this Assignment Agreement, Assignor will assign and forward such agreement(s) to CPUC.

IN WITNESS WHEREOF, Assignor hereto has executed this Assignment Agreement in duplicate the day and year first above written.

Witnesses:

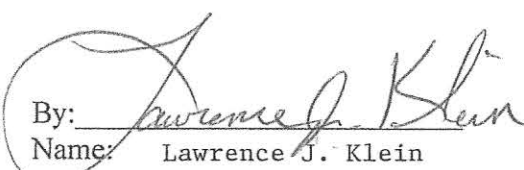
ALABAMA RAILROAD CO, INC.

By: _____

Name:

Title:

Cairo Public Utility Company, as assignee, hereby accepts the above and foregoing Assignment, as of the date stated herein:

By: 

Name: Lawrence J. Klein

Title: President

EXHIBIT D

PURCHASE PRICE ALLOCATION

LAND

TRACK

TOTAL

EXHIBIT E

PERSONAL PROPERTY RETAINED BY SELLER

Approximately 0.5 miles track feet of rail, as well as ties, and other track material ("OTM") located along the Ohio River levee as depicted on Exhibit A.

Any and all railroad rolling stock, locomotives, automobiles, trucks, automotive equipment, machinery, office and computer equipment, radios, furniture, tools, inventories, materials and supplies, located on the Line as of the date of Closing.