



Rex Railways, Inc.

● SPECIALISTS IN RAILROAD CAR LEASING ●

EXECUTIVE OFFICES

616 PALISADE AVENUE
ENGLEWOOD CLIFFS, NEW JERSEY 07632
(201) 567-8300

MID-WEST OFFICES

299 LONGCOMMON ROAD
RIVERSIDE, ILLINOIS 60546
(312) 447-2321

OCT 21

7-294A012

9048-A

RECORDATION NO. Filed & Recorded

OCT 21 1977 9 44 AM October 20, 1977

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INTERSTATE COMMERCE COMMISSION

Secretary of the Interstate
Commerce Commission
Washington, D.C. 20423

Dear Sir:

We are transmitting for filing the original document and, for retention in your files, two certified true copies of a Lease Agreement by and among Rex Railways, Inc., a New Jersey Corporation having offices at 616 Palisade Avenue, Englewood Cliffs, New Jersey, as Lessor; and The Pickens Railroad Co. and National Railway Utilization Corp., both South Carolina corporations and both having offices at 402 Cedar Rock Street, Pickens, South Carolina and 1617 John F. Kennedy Boulevard, Philadelphia, Pennsylvania, as the Lessees. The equipment covered by the enclosed Lease document are 300 railroad box cars. The first 50 cars to be delivered and covered by the enclosed document bear the initials and car numbers NSL 100947 through NSL 100996. The remaining 250 cars shall be recorded by supplemental recordation, upon delivery of said cars.

Enclosed herewith please find our check in the amount of \$50.00 in payment of the recordation fee.

Would you kindly return the original document to Rex Railways, Inc. at the address set forth above.

Very truly yours,

Mark A. Salitan
Chairman

MAS:dw
encl.

Handwritten notes:
Peter Scham
C. A. ...

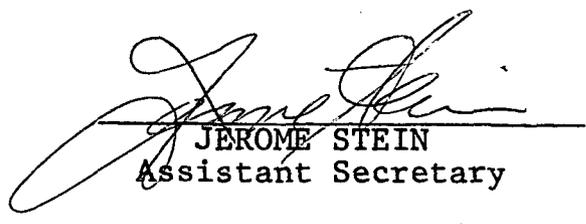
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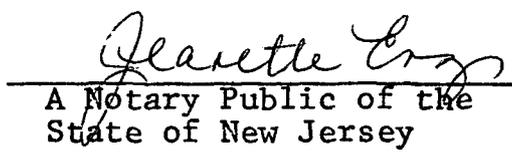
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INTERSTATE COMMERCE COMMISSION

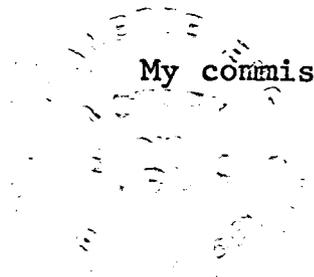
STATE OF NEW JERSEY :
COUNTY OF ESSEX : SS.

On this 19th day of October, 1977, before me personally appeared, JEROME STEIN, to me personally known, who being by me duly sworn, says that he is the Assistant Secretary of REX RAILWAYS, INC., that he compared the copy of the Lease by and between REX RAILWAYS, INC. and THE PICKENS RAILROAD CO. AND NATIONAL RAILWAY UTILIZATION CORP., with the original document and that it is a true and correct copy in all respects.


JEROME STEIN
Assistant Secretary


A Notary Public of the
State of New Jersey

My commission expires March 17, 1981



LEASE

AGREEMENT made and entered into this 19th day of September, 19 77

between

REX RAILWAYS, INC.

a New Jersey corporation (hereinafter called "Rex") and

The Pickens Railroad Co. and National Railway

Utilization Corp., both South Carolina Corporations

(hereinafter called "Lessee")

RECORDATION NO. 9048 Filed & Recorded

OCT 21 1977 - 9 14 AM

RECITALS

Lessee desires to lease from Rex as Lessor certain railroad cars, hereinafter designated, all upon the rentals, terms and conditions set forth in this Lease.

INTERSTATE COMMERCE COMMISSION

AGREEMENT

It is Agreed:

1. *Lease of Cars.* Rex agrees to lease to Lessee and Lessee agrees to and does hereby lease from Rex the Cars (the term "Cars" and other terms used herein are defined in Paragraph 28 hereof). The Cars covered by this Lease are those which shall be delivered to and accepted by Lessee pursuant to Paragraphs 2 and 3 hereof. The lease shall become effective as to any Car immediately upon its acceptance pursuant to Paragraph 3.

2. *Delivery of Cars.* Rex shall deliver the Cars as promptly as is reasonably possible. Rex' obligations with respect to delivery of all or any of the Cars are hereby made expressly subject to, and Rex shall not be responsible for, failure to deliver or delays in delivering Cars due to labor difficulties, fire, delays and defaults of carriers and material suppliers or Car manufacturers, acts of God, governmental acts, regulations and restrictions or any other causes, casualties or contingencies beyond Rex' control; provided, however, that in no event shall Lessee be obligated to accept delivery of Cars after March 31, 1978

Initial delivery shall be f.o.t. Renovo, Pennsylvania and Pickens, South Carolina

From and after acceptance of a Car, Lessee shall be liable for, and shall pay or reimburse Rex for the payment of, all costs, charges and expenses of any kind whatsoever on account of or relating to switching, demurrage, detention, storage, transportation or movement of a Car, including specifically, but not exclusively, freight and switching charges for movement at any time and from time to time to and from any repair shops, storage or Rex' facilities.

3. *Condition of Cars - Acceptance.* All Cars delivered hereunder shall be in satisfactory condition for movement in the normal interchange of rail traffic and shall otherwise comply with the description and/or specifications contained in Exhibit A; but Lessee shall be solely responsible for determining that Cars are in proper condition for loading and shipment. Within five days after Rex shall give Lessee notice that some or all Cars are ready for initial delivery, Lessee may have its authorized representative inspect such Cars at (the point of delivery) (the manufacturer's plant)* and accept or reject them as to condition. Cars so inspected and accepted and any Cars which Lessee does not elect to inspect shall upon delivery thereof to Lessee as above provided be conclusively deemed to be accepted and subject to this Lease and to meet all requirements of this Lease. Lessee shall issue and deliver to Rex with respect to all Cars accepted, a Certificate of Inspection and Acceptance in the form of Exhibit B.

*Strike inapplicable material in Paragraph 3.

4. *Use and Possession.* Throughout the continuance of this Lease so long as Lessee is not in default hereunder, Lessee shall be entitled to possession of each Car from the date the Lease becomes effective as to such Car and shall use such Car (a) on its own property or lines; or (b) upon the lines of any railroad or other person, firm or corporation in the usual interchange of traffic; provided, however, that Lessee agrees that the Cars shall at all times be used (i) in conformity with Interchange Rules; (ii) in compliance with the terms and provisions of this Lease; (iii) in a careful and prudent manner, solely in the use, service and manner for which they were designed; (iv) only within the continental limits of the United States of America or in Canada and (v) in such service as will not constitute a "unit train" nor in such service as will employ more than ten percent of the Cars as part of any one train, except as same results from interchange practices beyond Lessee's control.

5. *Term.* This Lease shall be for a term which shall commence on the date of delivery by Rex of the first Car, as provided in Paragraph 2 hereof, and shall terminate fifteen (15) years from the Average Date of Delivery unless sooner terminated in accordance with the provisions of this Lease or unless extended pursuant to written agreement of the parties.

6. *Rental;* (See Rider # 1), Attached hereto and made part hereof.

7. *Payment.* Lessee shall make payment of all sums due hereunder to Rex in New Jersey at the address provided in Paragraph 21 hereof, or such other place as Rex may direct. Rental payments shall be made monthly in advance on or before the 1st day of each month for which such rental is due, except that the first full month's payment shall include rental covering any prior period of less than one month.

8. *Title.* Lessee shall not by reason of this Lease or any action taken hereunder acquire or have any right or title in the Cars except the rights herein expressly granted to it as Lessee.

9. *Repairs.* Lessee shall perform or cause to be performed and shall pay all costs and expenses of, all Repair Work without any abatement in rent or other loss, cost or expense to Rex. Any parts, replacements or additions made to any car shall be accessions to such car and title thereto shall be immediately vested in Rex without cost or expense to Rex.

10. *Substitution of Cars.* Rex may, at any time and from time to time, replace any Withdrawn Cars or Casualty Cars with Replacement Cars and such Replacement Cars shall be deemed to be subject to all terms and conditions of this Lease as if the same had been originally delivered to Lessee at the time and in the place of Cars for which they are substituted. The parties shall execute amendments to this Lease and such other or further documents as may be required by either party hereto to evidence the withdrawal from and termination of this Lease with respect to Withdrawn or Casualty Cars, or to include any Replacement Cars within the terms and provisions of this Lease and of any other document under which Rex has assigned its rights hereunder, as permitted in Paragraph 19 hereof.

11. *No Abatement of Rent.* Rental payments on any Car shall not abate if such Car is out of service for Repair Work nor on account of any other reason whatsoever.

12. *Taxes.* Lessee shall be liable for and pay or reimburse Rex for payment of all Federal, State or other governmental charges or taxes assessed or levied against the Cars including but not limited to (i) all Federal, State or local sales, use or property taxes imposed upon or in connection with the Cars, this Lease, or the manufacture, acquisition, or use of the Cars for or under this Lease; (ii) all taxes, duties or imposts assessed or levied on the Cars or this Lease by a foreign country and/or any governmental subdivision thereof; and (iii) all taxes or governmental charges assessed or levied upon its interest as Lessee of Cars. If any levy or assessment is made against Rex or which Rex shall pay on account of any of the foregoing matters or on account of its ownership of the Cars, exclusive, however, of any taxes on the rentals hereunder or the net income of Rex therefrom (except any such tax on rentals which is in substitution for, or relieves the Lessee from the payment of taxes which it would otherwise be obligated to pay or reimburse as hereinbefore provided), Lessee will promptly pay or reimburse Rex for same; but the Lessee shall not be required to pay the same so long as it shall in good faith and by appropriate legal or administrative proceedings contest the validity or amount thereof unless thereby, in the judgment of Rex, the rights or interest of Rex in and to the Cars will be materially endangered. In the event any tax reports are required to be made on the basis of individual Cars, the Lessee will either make such reports in such manner as to show the

ownership of such Cars by Rex or will notify Rex of such requirements and will make such report in such manner as shall be satisfactory to Rex.

13. Liens. Lessee shall keep the Cars free from any and all encumbrances or liens in favor of anyone claiming by, through or under Lessee which may be a cloud upon or otherwise affect Rex's title, including, but not limited to liens or encumbrances which arise out of any suit involving Lessee, or any act, omission or failure of Lessee or Lessee's failure to comply with the provisions of this Lease, and Lessee shall promptly discharge any such lien, encumbrance or legal process.

14. Indemnities — Patent Covenants. Lessee agrees to indemnify Rex and hold it harmless from any loss, expense or liability which Rex may suffer or incur from any charge, claim, proceeding, suit or other event which in any manner or from any cause arises in connection with the use, possession or operation of a Car while subject to this Lease and without regard as to how such charge, claim, proceeding, suit or other event arose, including without limiting the generality of the foregoing, whether it arises from latent or other defects which may or may not have been discoverable by Rex. Rex agrees to indemnify Lessee and save it harmless against any charge, loss, claim, suit, expense or liability arising out of or on account of the use of incorporation by Rex upon delivery of a Car or upon the making of repairs thereto by Rex, of any invention or the infringement of any patents, except if such invention was used or incorporated by reason of Lessee's specifications. The term "Rex" shall mean and include any subsidiary, parent or affiliated corporation for all purposes, of this Paragraph 14. Lessee's indemnity shall not eliminate the specific rights given Lessee under any manufacturer's warranty assigned to it pursuant to Paragraph 22. The indemnities and assumptions of liability herein contained shall survive the termination of this Lease. Each party shall, upon learning of same, give the other prompt notice of any claim or liability hereby indemnified against.

15. Lettering — Inventory — Reports. At Rex' selection all cars may be marked with Rex' name designating it as owner or Lessor and may bear the following inscription: "Title to this car subject to documents recorded under Section 20c of Interstate Commerce Act." Except for renewal and maintenance of the aforesaid lettering or that showing the interest of the Lessee, no lettering or marking shall be placed upon any of the Cars by Lessee except upon the written direction or consent of Rex. Rex may at its own cost and expense inspect the Cars from time to time wherever they may be, and Lessee shall, upon request of Rex, but no more than once every year, furnish to Rex its certified inventory of all Cars then covered by this Lease.

16. Loss, Theft or Destruction of Cars. In the event any Car is lost, stolen, destroyed or damaged beyond economic repair, Lessee shall, by notice, promptly and fully advise Rex of such occurrence. Except where Rex shall have received payment for such Casualty Car from a handling railroad or other party under and pursuant to Interchange Rules, Lessee shall, within 45 days after demand by Rex, promptly make payment to Rex in the same amount as is prescribed in the Interchange Rules for the loss of such Car. This Lease shall continue in full force and effect with respect to any Casualty Car irrespective of the cause, place or extent of any casualty occurrence, the risk of which shall be borne by Lessee; provided, however, that this Lease shall terminate with respect to a Casualty Car on the date Rex shall receive all amounts and things granted it on account of such Car under this Paragraph 16 and Lessee shall have no further liability to Rex hereunder except for accrued rent and as such arises or exists under Paragraphs 12, 13 and 14 hereof.

17. Return of Cars. Upon the expiration or upon the termination of this Lease with respect to any Car (other than pursuant to Paragraph 16 hereof), Lessee shall at its sole cost and expense forthwith surrender possession of such Car to Rex by delivering same to Rex as such car shop storage or terminal facility east of the Mississippi River as it may designate by notice to Lessee. Each Car so surrendered shall be in the same or as good condition, working order and repair as when delivered to Lessee, wear and tear from ordinary use and the passage of time excepted, and shall be in need of no Repair Work. Until the delivery of possession to Rex pursuant to this Paragraph 17, Lessee shall continue to be liable for and shall pay rental at the rate being paid immediately prior to termination or expiration, and Lessee shall in addition make all other payments and keep all obligations and undertakings required of Lessee under any and all provisions of this Lease as though such termination or expiration had not occurred. If Rex shall so request by notice delivered prior to surrender of possession of such Car as above provided Lessee shall provide suitable storage for such Car for a period of ninety (90) days from the date of expiration or termination and inform Rex of the place of storage and the reporting number of the Car there stored. Delivery in storage shall constitute delivery of possession for the purpose of the Paragraph 17 and such storage shall be at the risk of Rex. Upon termination of the storage period or upon request of Rex prior thereto, Lessee shall cause the Car to be transported to Rex as above provided.

18. Default. If Lessee shall fail to make any payment required hereunder and such failure continues for a period of 10 days after written notice is sent from Lessor; or fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure or breach shall continue unremedied for a period of 20 days after written notice is sent from Lessor or if within 20 days a proceeding shall have been commenced by or against Lessee under any bankruptcy laws, Federal or State, or for the appointment of a receiver, assignee or trustee of Lessee or its property, or if Lessee shall make a general assignment for the benefit of creditors, then in any of said events REX may:

(a) proceed by appropriate court action either at law or in equity for specific performance by the Lessee of the applicable covenants of this Lease or to recover from Lessee all payments and other sums due and owing and all damages, including specifically but not exclusively, expenses and attorneys' fees which Rex may sustain by reason of Lessee's default or on account of Rex' enforcement of its remedies hereunder;

(b) elect only to terminate the Lessee's right of possession (but not to terminate the Lease) without releasing Lessee in whole or in part from its liabilities and obligations accrued hereunder, or hereafter to accrue for the remaining term of the Lease, and thereupon require Lessee to deliver all such Cars to Rex at such places as it may designate or to take possession itself, of any or all of the Cars wherever same may be found. Rex may, but need not, require delivery of the Cars to it or repossess the Cars, and in the event the Cars are delivered to Rex or are repossessed, Rex may relet the same or any part thereof to others upon such rental and other terms as it may see fit. The proceeds of any such reletting shall first be applied to the expenses (including reasonable attorney's fees) of retaking and reletting of the Cars and delivery to the new lessee and then to the payment of rent due under this Lease. Lessee shall pay any deficiency remaining due after so applying the proceeds as the same shall accrue. Rex shall not be required to accept or receive any lessee offered by Lessee, or do any act whatsoever or exercise any diligence whatsoever in or about the procuring of another lessee to mitigate the damages of the Lessee or otherwise. The election by Rex to relet the Cars and the acceptance of a new lessee shall not operate to release Lessee from liability for any existing or future default in any other covenant or promise herein contained.

(c) declare this Lease terminated and recover from Lessee all amounts then due and payable plus, as liquidated damages for loss of bargain and not as penalty, the Present Worth, as of the date of such termination, of the excess, if any, of the total remaining rentals reserved under the Lease from

the date of such termination to the expiration date of the then current term of the Lease over the fair rental value of the Cars for such period;

(d) recover or take possession of any or all of the Cars and hold, possess and enjoy the same, free from any right of the Lessee to use the Cars for any purposes whatsoever.

The remedies provided in this Paragraph 18 in favor of Rex shall not be deemed exclusive but shall, where not by rule of law inconsistent with each other, be cumulative and may be availed of singly, in combination, or all together and in any order, and shall be in addition to all other remedies, in Rex' favor existing at law or in equity. The Lessee hereby waives any mandatory requirements of law now or hereafter in effect which might limit or modify any of the remedies herein provided to the extent that such waiver is permitted by law.

19. *Sublease and Assignment.* The right to assign this Lease by either party and the Lessee's right to sublease shall exist only as follows:

(a) Lessee shall have no right to assign or sublease or loan any of the Cars without the prior written consent of Rex ; provided, however, that Lessee shall have the right to assign all of its rights under this Lease to another railroad corporation which succeeds to all or substantially all of the business of Lessee provided such successor shall expressly assume all of the obligations and liabilities of Lessee hereunder;

(b) all rights of Rex hereunder may be assigned, pledged, mortgaged, transferred or otherwise disposed of either in whole or in part without notice to Lessee. This Lease and Lessee's rights hereunder are and shall be subject and subordinate to any chattel mortgage, security agreement or equipment trust or other security instrument covering the Cars heretofore or hereafter created by Rex , provided only that so long as the Lessee is not in default under the Lease, the Cars shall not be repossessed. If Rex shall have given written notice to Lessee stating the identity and post office address of any assignee entitled to receive future rentals and any other sums payable by Lessee hereunder, Lessee shall make such payments to the designated assignee, when required.

The making of an assignment or sublease by Lessee or an assignment by Rex shall not serve to relieve such party of any liability or undertaking hereunder nor to impose any liability or undertaking hereunder upon any such assignee or sublessee except as otherwise provided herein or unless expressly assumed in writing by such sublessee or assignee.

20. *Opinion of Counsel.* Upon the request of Rex or its assignee at any time or times, Lessee will deliver to Rex a favorable opinion of counsel for Lessee, addressed to Rex or its assignee in form and substance satisfactory to counsel for Rex or its assignee, which opinion shall be to the effect that:

(a) Lessee is a corporation duly organized and validly existing in good standing under the laws of the state of its incorporation, and has corporate power to and has taken all corporate action necessary validly to enter into this Lease and carry out its obligations hereunder;

(b) this Lease has been duly executed on behalf of Lessee and constitutes the legal, valid and binding obligation of Lessee, enforceable in accordance with its terms;

(c) the Cars which are then subject to the Lease are held by Lessee under and subject to the provisions of this Lease prior to any lien, charge or encumbrance in favor of anyone claiming by, through or under Lessee; and all of the Cars were, upon delivery to Lessee, in condition satisfactory to Lessee and were accepted by Lessee in accordance with the terms of this Lease;

(d) neither Lessee nor its counsel know of any requirement for recording, filing or depositing of this Lease, other than with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act, which is necessary to preserve or protect the title of Rex or its assignee in the United States of America; and

(e) no governmental, administrative or judicial authorization, permission, consent or approval is necessary on the part of Lessee in connection with this Lease or any action contemplated on its part hereunder.

21. *Notice.* Any notice required or permitted to be given pursuant to the terms of this Lease shall be properly given when made in writing, deposited in the United States mail, registered or certified, postage prepaid, addressed to:

REX RAILWAYS, INC.

at: 616 Palisade Avenue
Englewood Cliffs, New Jersey 07632

Lessee at: 402 Cedar Rock Street, Pickens, South Carolina,
or 1617 John F. Kennedy Boulevard, Philadelphia, Pennsylvania

or at such other address as either party may from time to time designate by such notice in writing to the other.

22. *Warranty — Representatives.* Rex makes no warranty or representation of any kind, either express or implied, as to any matter whatsoever, including specifically but not exclusively, merchantability, fitness for a particular purpose extending beyond the description in Exhibit A, or the design, workmanship, condition or quality of the Cars or parts thereof which Cars have been accepted by Lessee hereunder; and Rex shall have no liability hereunder for damages of any kind, including specifically but not exclusively, special, indirect, incidental, or consequential damages on account of any matter arising from, out of, in connection with or related to a breach of warranty or representation. Rex agrees to assign to Lessee such rights as it may have under warranties, if any, which it may have received from the manufacturer of any Cars or parts therefor and shall at Lessee's expense cooperate with Lessee and take such action as may be reasonably requested to enable Lessee to enforce such rights. Lessee represents that all of the matters set forth in Paragraph 20(a) through and including (e) shall be and are true and correct at all times that any Car is subject to this Lease.

23. *Governing Law — Writing.* The terms of this Lease and all rights and obligations hereunder shall be governed by the laws of the State of ^{New} Jersey. The terms of this Lease and the rights and obligations of the parties hereto may not be changed or terminated orally, but only by agreement in writing signed by the party against whom enforcement of such change or termination is sought.

24. *Counterparts.* This Lease may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which may be evidenced by and such signed counterpart.

25. *Severability — Waiver.* If any term or provision of this Lease or the application thereof to any persons or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. Failure of Rex to exercise any rights hereunder shall not constitute a waiver of any such right upon the continuation or recurrence of the situation or contingency giving rise to such right.



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26. *Terminology.* In construing any language contained in this Lease, no reference shall be made and no significance given to paragraph titles, such titles being used only for convenience of reference. Where the context so permits, the singular shall include the plural and vice versa.

27. *Past Due Payments.* Any nonpayment of rentals or other sums due hereunder, whether during the period within which a default may be cured or for a longer period, and whether or not deemed a default or violation of this Lease, shall result in the obligation on the part of the Lessee to pay also an amount equal to ten per cent per annum (or if such rate may not lawfully be charged, then the highest rate which may lawfully be charged) of such overdue sum for the period of time during which overdue and unpaid.

28. *Definitions.* For all purposes of this Lease the following terms shall have the following meaning:

(a) "Cars" — railroad cars of the type, construction and such other description as is set forth in Exhibit A.

(b) "Interchange Rules" — all codes, rules, interpretations, laws or orders governing hire, use, condition, repair and all other matters pertaining to the interchange of freight traffic reasonably interpreted as being applicable to the Cars, adopted and in effect from time to time by the Association of American Railroads and any other organization, association, agency, or governmental authority, including the Interstate Commerce Commission and the United States Department of Transportation, which may from time to time be responsible for or have authority to impose such codes, rules, interpretations, laws or orders.

(c) "Average Date of Delivery" — that date which is determined by (i) multiplying the number of Cars delivered by Rex on each day by the number of days elapsed between such day and the date of delivery of the first Car hereunder, and (ii) adding all of the products so obtained and dividing that sum by the total number of Cars delivered and (iii) adding such quotient rounded out to the nearest whole number to the date of delivery of the first Car. The date on which delivery of a Car shall be deemed to have been made will be the day following delivery of the Car to the Lessee, as specified in Paragraph 2. A Car shall be conclusively deemed delivered to the Lessee on the earliest date shown on any of the following: (i) Certificate of Inspection and Acceptance or other writing accepting a Car signed by the Lessee; or (ii) a bill of lading showing delivery to Lessee or to a railroad for the account of Lessee.

(d) "Repair Work" — All repairs, maintenance, modifications, additions or replacements required to keep and maintain the Cars in good condition, working order and repair (wear and tear from ordinary use and the passage of time excepted), in compliance with Interchange Rules in effect from time to time and complete with all devices, appliances appurtenances and parts with which the Cars were initially equipped or which from time to time may be required by Interchange Rules.

(e) "Casualty Cars" — Cars which are lost, stolen, destroyed or damaged beyond economic repair.

(f) "Replacement Cars" — Cars of substantially similar description and specifications to that set forth in Exhibit A which are substituted for Casualty Cars.

(g) "Present Worth" — An amount equal to the excess of the total remaining rentals over the fair rental value all as determined in Paragraph 12(c), discounted five percent per annum compounded annually.



... shall provide herein the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of the parties and (to the extent permitted in Paragraph 13 hereof) their successors and assigns. Without limiting the generality of the foregoing, the indemnities of the Lessee contained in Paragraph 14 hereof shall apply to and inure to the benefit of any assignee of Rex, and if such assignee is a trustee or secured party under an indenture under which evidence of indebtedness has been issued in connection with the financing of the Cars, then also to the benefit of any holder of such evidence of indebtedness.

30. *Recording.* Upon request by Rex, Lessee shall join in the execution of a memorandum or short form of this Lease for use in recordation under Section 20c of the Interstate Commerce Act or such other recordation as Rex deems appropriate. Said memorandum or short form of lease shall describe the parties, the Cars being leased and the term of this Lease including any options to extend and shall incorporate the Lease by reference.

IN WITNESS WHEREOF, Rex and Lessee have duly executed this Lease as of the day and year first above written.

Rex Railways, Inc.
a New Jersey Corporation

By Robert W. Shuber
President

(SEAL)
ATTEST:

Donna Wilson
Asst. Secretary

The Pickens Railroad Co.
a South Carolina Corporation

By John H. Res
VICE President

(SEAL)
ATTEST:

E. Stoppel
Asst. Secretary

National Railway Utilization Corp.
a South Carolina Corporation

By John H. Res
President

(SEAL)
ATTEST:

Secretary

Res

STATE OF NEW JERSEY
COUNTY OF BURGEN } ss

On this 30th day of SEPTEMBER, 1977, before me personally
appeared ROBERT W. GEMBER
to me personally known, who being by me duly sworn says that he is.....President of the
REX RAILWAYS, INC., and Doris Wilson, to me personally known
to be the ASSISTANT Secretary of said corporation, that the seal affixed to the
foregoing instrument is the corporate seal of said corporation, that said instrument was signed and
sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged
that the execution of the foregoing instrument was the free act and deed of said corporation.

Rubin Schertz
Notary Public

RUBIN SCHERTZ
NOTARY-PUBLIC OF NEW JERSEY
My Commission Expires May 4, 1982

STATE OF PENNSYLVANIA
COUNTY OF PHILA } ss

On this 30th day of September, 191977, before me personally
appeared Joan H. Rosen
to me personally known, who being by me duly sworn, says that he is.....
President of National Railway Utilization Corporation, Vice President
of Pickens Railroad Co., and T. Strzepek
to me personally known to be the Assistant Secretary of said corporation, that the
seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instru-
ment was signed and sealed on behalf of said corporation by authority of its Board of Directors,
and they acknowledged that the execution of the foregoing instrument was the free act and deed
of said corporation.

Kathryn M. Wilson
Notary Public

KATHRYN M. WILSON, NOTARY PUBLIC
PHILADELPHIA, PHILADELPHIA COUNTY
MY COMMISSION EXPIRES MAR. 11, 1980
Member, Pennsylvania Association of Notaries

RWS
JHR

EXHIBIT A

Lease dated September 19, 1977, by and between REX RAILWAYS, INC.

("Rex") and The Pickens Railroad Co. and ("Lessee")
National Railway Utilization Corp.

TYPE AND DESCRIPTION OF CAR: New 50'6" inside length, 70-ton Single Sheathed Boxcars, equipped with 10' sliding doors.

NUMBER OF CARS: Three Hundred (300):

INTERIOR EQUIPMENT: Lading strap anchors throughout car.

SPECIAL LININGS: None.

PERMITTED LADING USE: Non-corrosive commodities.

REPORTING NUMBERS AND MARKS: _____ to _____, inclusive.

SPECIFICATIONS DESIGNATED BY LESSEE: Cars to be built to The Pickens Railroad Co. and National Railway Utilization Corp. specifications.



EXHIBIT B

Lease dated September 19, 1977, by and between REX RAILWAYS, INC.
("Rex") and The Pickens Railroad Co. and ("Lessee")
National Railway Utilization Corp.

CERTIFICATE OF INSPECTION AND ACCEPTANCE

_____, 19____

~~Rex Railways, Inc.~~
~~616 Palisade Avenue~~
~~Englewood Cliffs, New Jersey 07652~~

Gentlemen:

The undersigned, being a duly authorized inspector for Lessee, hereby certifies that he has
made an inspection of _____ (_____) Cars bearing numbers as
follows:

or has, on behalf of Lessee, elected to forego such inspection all as provided in the Lease, and hereby
accepts such Cars for the Lessee pursuant to the Lease; that each of said Cars is plainly marked in
stencil on both sides of each Car with the words

REX RAILWAYS, INC.
OWNER AND LESSOR.

Title to this Car subject to documents recorded
under Section 20c of Interstate Commerce Act

in readily visible letters not less than three-quarters inch (3/4") in height; and that each of said Cars
conforms to, and fully complies with the terms of said Lease and is in condition satisfactory to the
Lessee.

Lessee


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Rider consisting of one page attached to and made part of Lease dated September 19, 1977 by and between Rex Railways, Inc., ("Rex") and The Pickens Railroad Co. and National Railway Utilization Corp. ("Lessee").

R-1 Rental. Lessee shall pay to Rex as rental for each Car, during the Original Term from and including the date of delivery of such Car the sum of:

\$394.00 per car per month during the first through and including the fifth year of the original term hereof;

\$367.00 per car per month during the sixth through and including the tenth year of the original term hereof; and

\$340.00 per car per month during the eleventh through and including the fifteenth year of the original term hereof.

R-2 INVESTMENT TAX CREDIT Lessor agrees to make the election to treat Lessee as having acquired the Equipment for purposes of any Investment Tax Credit under Section 38 of the Internal Revenue Code 1954, as amended. Lessor further agrees to execute and deliver to Lessee, to the extent permitted under said Internal Revenue Code, any and all documents required for the passing through of the credit to the Lessee. LESSOR HAS NOT MADE AND MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER AS TO THE AVAILABILITY OF ANY INVESTMENT TAX CREDIT TO LESSOR OR LESSEE, AND LESSEE HEREBY AFFIRMS THAT NO SUCH REPRESENTATION OR WARRANTY HAS BEEN MADE.

National Railway Utilization Corp.

Lessee John H. Res, President Rex

Pickens Railroad Co.

Lessee John H. Res, Vice President

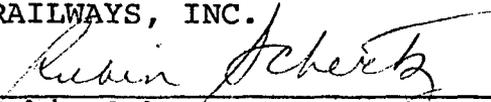
Robert W. Guber

Res
JHR

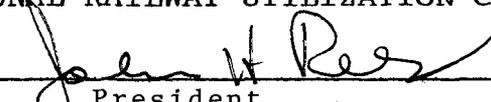
The undersigned parties hereby amend a certain Lease dated September 19, 1977 by and between Rex Railways, Inc., Englewood Cliffs, New Jersey (Lessor) and National Railway Utilization Corp., Philadelphia, Pennsylvania and The Pickens Railroad Co., Greenville, South Carolina (Lessees) in that the Lessees hereby acknowledge that the rights of the Lessor in and to this Lease have been assigned, mortgaged and pledged to, and are subject to a security interest in favor of, Citicorp Leasing, Inc., a Delaware corporation, pursuant to a security agreement, chattel mortgage and lease agreement dated as of September 19, 1977 from Lessor to Citicorp Leasing, Inc. as said security agreement, chattel mortgage and lease assignment may be amended or supplemented from time to time. This Lease has been executed in several counterparts, of which this counterpart is counterpart #1 counterpart #1 constituting the original counterpart.

Agreed and acknowledged by:

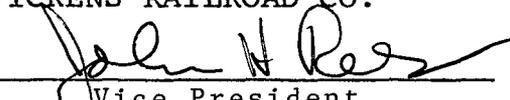
REX RAILWAYS, INC.

By: 
Rubin Schertz, Secretary

NATIONAL RAILWAY UTILIZATION CORP.

By: 
President

THE PICKENS RAILROAD CO.

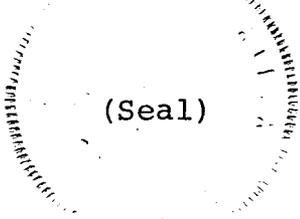
By: 
Vice President

STATE OF NEW JERSEY

COUNTY OF BERGEN ss:

On this 19th day of October, 1977, before me personally appeared Robert W. Gruber, to me personally known, who being by me duly sworn, says that he is the President of Rex Railways, Inc., that the seal affixed to the foregoing instrument is the Corporate Seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

(Seal)


Robert W. Gruber
Robert W. Gruber

Rubin Schertz
A Notary Public of the
State of New Jersey

My Commission Expires

RUBIN SCHERTZ
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 4, 1982