

C. GRANVILLE WYCHE
ALFRED F. BURGESS
C. THOMAS WYCHE
DAVID L. FREEMAN
JAMES C. PARHAM, JR.
JAMES M. SHOEMAKER, JR.
WILLIAM W. KEHL
CHARLES W. WOFFORD
LARRY D. ESTRIDGE
D. ALLEN GRUMBINE
CARY H. HALL, JR.
CARL F. MULLER
HENRY L. PARR, JR.
BRADFORD W. WYCHE

WYCHE, BURGESS, FREEMAN & PARHAM
PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW
GREENVILLE, SOUTH CAROLINA 29603

RECORDATION NO. 10851 Filed 1425

SEP 28 1979 - 2 40 PM

INTERSTATE COMMERCE COMMISSION

POST OFFICE BOX 10207
44 EAST CAMPERDOWN WAY
CABLE ADDRESS: JURAL
TELEPHONE 803-242-3131

September 27, 1979

RECORDATION NO. 10851 Filed 1425
SEP 28 1979 - 2 40 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 10851/B No. 9-271A075 Filed 1425

SEP 28 1979 RECORDATION NO. 10851/A Filed 1425

Mrs. Lee
Interstate Commerce Commission
Room 2303
Constitution Avenue at 12th St
Washington, D. C. 20023

Re: Equipment Lease Agreement between National Railway
Utilization Corporation and Hartford National Bank
and Trust Company dated as of September 10, 1979

Dear Mrs. Lee:

Enclosed for filing under Section 20c of the Interstate
Commerce Act are the following documents:

1. Lease of Railroad Equipment between National Railway Utilization Corporation and Pickens Railroad Company, and Hartford National Bank and Trust Company dated as of September 10, 1979;
2. Participation Agreement among National Railway Utilization Corporation, Pickens Railroad Company, Hartford National Bank and Trust Company and The Life Insurance Company of Virginia, dated as of September 10, 1979;
3. Security Agreement between Hartford National Bank and Trust Company and The Life Insurance Company of Virginia, dated as of September 10, 1979;
4. Assignment of Lease from Hartford National Bank and Trust Company and The Life Insurance Company of Virginia dated as of September 10, 1979;
5. The Consent and Agreement of National Railway Utilization Corporation and Pickens Railroad Company dated as of September 10, 1979.

The address of National Railway Utilization Corporation is 1100 Centre Square East, 1500 Market Street, Philadelphia, Pa. 19102. The address of Pickens Railroad Company is P.O. Box 216, Greenville South Carolina. The address of Hartford National Bank and Trust Company is 777 Main Street, Hartford, Conn. 06115. The address of The Life Insurance Company of Virginia is P.O. Box 27424, Richmond, Virginia 23261.

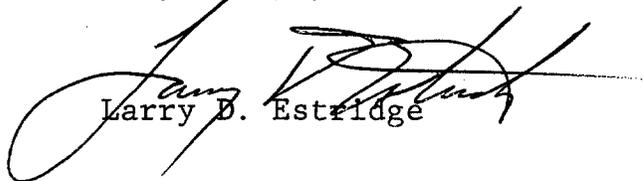
RECEIVED

Handwritten notes and signatures on the left margin, including a large signature that appears to be 'James'.

Mrs. Lee
September 27, 1979
Page Two

I enclose a check in the amount of \$200 to cover the costs of this filing made payable to the Interstate Commerce Commission.

Very truly yours,



Larry D. Estridge

LDE/bjm
Enclosure

Interstate Commerce Commission
Washington, D.C. 20423

9/28/79

OFFICE OF THE SECRETARY

Larry D. Estridge
Wyche, Burgess, Freeman & Parham
P.O.Box 10207
Greenville, S.C. 29603

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/28/79 at 2:40pm, and assigned re-
recording number(s). 10851,10851-A,10851-B,10851-C

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

10851-^A
RECORDATION NO. Filed 1425

SEP 28 1979 - 2 40 PM

INTERSTATE COMMERCE COMMISSION

PARTICIPATION AGREEMENT

Dated as of September 10, 1979

among

NATIONAL RAILWAY UTILIZATION CORPORATION

PICKENS RAILROAD COMPANY

HARTFORD NATIONAL BANK AND TRUST COMPANY

and

THE LIFE INSURANCE COMPANY OF VIRGINIA

Fifty General Purpose Boxcars
NSL 160000 through NSL 160049, inclusive

Filed and recorded with the Interstate Commerce Commission
pursuant to 49 U.S.C. §11303 on September __, 1979, Recordation
No. .

PARTICIPATION AGREEMENT, dated as of September 10, 1979, among NATIONAL RAILWAY UTILIZATION CORPORATION and PICKENS RAILROAD COMPANY, both South Carolina corporations (hereinafter jointly and severally called the Lessee), HARTFORD NATIONAL BANK AND TRUST COMPANY, a national banking association, (hereinafter called the Owner), and THE LIFE INSURANCE COMPANY OF VIRGINIA, a Virginia corporation (hereinafter called the Lender).

WHEREAS, National Railway Utilization Corporation (hereinafter called NRU) has entered into a Purchase Agreement, dated as of September 10, 1979 (hereinafter called the Purchase Agreement) for the purchase of certain units of railroad equipment listed in Schedule I hereto (hereinafter called the Equipment) from Whittaker Corporation (Berwick Forge & Fabricating Division) (hereinafter called the Builder);

WHEREAS, NRU will assign its rights and obligations under the Purchase Agreement to Owner pursuant to a Purchase Agreement Assignment, dated as of the date hereof (hereinafter called the Purchase Agreement Assignment), in substantially the form of Exhibit A hereto.

WHEREAS, the Lessee will lease from the Owner all of the units of the Equipment pursuant to Lease of Railroad Equipment (No. Y179-1290.5), dated as of September 10, 1979 (including all Schedules and Exhibits thereto) (hereinafter called the Lease), in substantially the form of Exhibit B hereto;

WHEREAS, the Lender will finance 70% of the Purchase Price (as defined in the Lease) of the Equipment by purchasing a non-recourse promissory note (hereinafter called the Note) of the Owner in substantially the form of Exhibit C hereto and in the principal amount of \$1,419,250; and

WHEREAS, as security for the payment of the indebtedness represented by the Note, the Owner will grant to the Lender a security interest in the Equipment and in the Lease, including the rents and other sums payable under the Lease, pursuant to a Security Agreement (hereinafter called the Security Agreement) in substantially the form of Exhibit D hereto and an Assignment of Lease (hereinafter called the Lease Assignment) in substantially the form annexed to the Security Agreement, including the Consent and Agreement thereto by the Lessee (hereinafter called the Consent);

NOW, THEREFORE, in consideration of the agreements and the covenants hereinafter contained, the parties hereto hereby agree as follows:

1. Subject to the terms and conditions hereof, the Lender will pay to the Builder on behalf of the Owner the sum of \$1,419,250, in funds immediately available in Philadelphia, Pennsylvania, not later than 11:00 a.m., on such date (hereinafter called the Closing Date) not later than October 15, 1979, as shall be requested by the Owner by written notice delivered to the Lender not less than two business days prior thereto. The Owner represents that said amount equals 70% of the Purchase Price of the Equipment, as set forth in Schedule I hereto.

Simultaneously with the advance to the Owner of such amount, the Owner will execute and deliver to the Lender, a Note in the principal amount of \$1,419,250, dated the date of such payment.

The term "business days" as used herein means calendar days, excluding Saturdays, Sundays and any other day on which banking institutions in Philadelphia, Pennsylvania, are authorized or obligated to remain closed. All interest under this Agreement, the Security Agreement or the Note shall be calculated on the basis of a 360-day year of twelve 30-day months.

The Lender, simultaneously with the final payment to it of all amounts payable in respect of the Note, will surrender the same to the Owner.

The forms of the Exhibits annexed to this Agreement are hereby approved by the Lender. The Owner and/or the Lessee will not enter into or consent to any modification or supplement to such forms without the prior written approval of the Lender.

The Lender is acting hereunder solely as a purchaser for investment and shall not have any obligations under this Agreement except to purchase the Note provided for herein subject to the terms hereof.

2. (a) The Owner and the Lessee severally, and not jointly, each represents and warrants that it has not directly or indirectly offered or sold any of the indebtedness to be represented by the Note or other securities to, solicited offers to buy any of such indebtedness or other securities from, or

otherwise approached or negotiated in respect of the purchase or sale or other disposition of any of such indebtedness or other securities with any person so as to require registration of the Note or any such other securities under the provisions of Section 5 of the Securities Act of 1933, as amended.

(b) Lessee jointly and severally represents and warrants as follows:

(i) Each Lessee is a corporation duly incorporated, validly existing and in good standing under the laws of the State of South Carolina and is duly qualified to do business and is in good standing in such other jurisdictions in which the failure to so qualify or be in good standing might materially and adversely affect the ability of the Lessee to perform its obligations under this Agreement, the Purchase Agreement, the Purchase Agreement Assignment, the Lease, the Consent or that certain Income Tax Indemnification Agreement, dated as of the date hereof (hereinafter called the Tax Agreement), by and between Lessee and Owner.

(ii) Each Lessee has full power, authority and legal right to carry on its business as now conducted and is duly authorized and empowered to execute and deliver this Agreement, the Purchase Agreement Assignment, the Lease, the Consent and the Tax Agreement and to fulfill and comply with the terms, conditions and provisions hereof and thereof; this Agreement, the Purchase Agreement, the Purchase Agreement Assignment, the Lease, the Consent and the Tax Agreement have been duly authorized, and have been, or will be on or before delivery of any unit of Equipment, duly executed and delivered and, assuming due authorization, execution and delivery thereof by the other parties hereto, constitute or will, when duly executed and delivered, constitute valid, legal and binding agreements, enforceable in accordance with their terms, except as limited by bankruptcy, insolvency, reorganization, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights.

(iii) There are no actions, suits or proceedings (whether or not purportedly on behalf of either Lessee) pending or, to the knowledge of either Lessee, threatened against or affecting either Lessee or any property or rights of either Lessee at law or in equity, or before any commission or other administrative agency,

which could materially and adversely affect the condition, financial or other, of either Lessee; and, except as aforesaid, each Lessee is not, to its knowledge, in default with respect to any order or decree of any court or governmental commission, agency or instrumentality which could materially and adversely affect the condition, financial or other, of such Lessee.

(iv) Neither Lessee is a party to any agreement or instrument or subject to any charter or other corporate restriction materially and adversely affecting the business, present or proposed, of such Lessee, or the operations, property or assets or condition, financial or other, of such Lessee.

(v) Neither the execution and delivery of this Agreement, the Purchase Agreement, the Purchase Agreement Assignment, the Lease, the Consent or the Tax Agreement nor the consummation of the transactions herein and therein contemplated or the fulfillment of, or compliance with, the terms and provisions hereof and thereof will conflict with, or result in a breach of, any of the terms, conditions or provisions of the certificate of incorporation or the by-laws of either Lessee or of any bond, debenture, note, mortgage, indenture, agreement or other instrument to which either Lessee is now a party or by which either Lessee or its property may be bound, or constitute (with the giving of notice or the passage of time or both) a default thereunder, or result in the creation or imposition of any lien, charge, security interest or other encumbrance of any nature whatsoever upon any property of either Lessee or upon the Equipment pursuant to the terms of such agreement or instrument.

(vi) Neither the execution and delivery by Lessee of this Agreement, the Purchase Agreement, the Purchase Agreement Assignment, the Lease, the Consent or the Tax Agreement nor the consummation of the transactions herein and therein contemplated nor the fulfillment of, or compliance with, the terms and provisions hereof and thereof will conflict with, or result in a breach of, any of the terms, conditions or provisions of any law, or any regulation, order, injunction or decree of any court or governmental instrumentality or arbitrator applicable to either Lessee.

(vii) No authorization or approval is

required from any governmental or public body or authority having jurisdiction over either of the Lessees or the Equipment in connection with the execution and delivery by the Lessee of this Agreement, the Purchase Agreement, the Purchase Agreement Assignment, the Lease, Consent or the Tax Agreement, or the fulfillment of or compliance with the terms, conditions and provisions hereof and thereof or the transactions contemplated hereby or thereby.

(viii) Each Lessee has filed all foreign, Federal, state and local tax returns which (to its knowledge) are required to be filed, and has paid or made provisions for the payment of all taxes which have or may become due pursuant to said returns or pursuant to any assessment received by it, other than taxes which are being contested in good faith and which, in the aggregate, do not involve material amounts.

(ix) Lessee has furnished to the Owner and the Lender (i) consolidated balance sheets of NRUC as of December 31, 1978 and related consolidated statements of income and retained earnings for the year then ended; such consolidated financial statements are in accordance with the books and records of NRUC and have been prepared in accordance with generally accepted accounting principles, applied on a consistent basis throughout the period covered thereby and on a basis consistent with prior periods; and such statements present fairly the financial condition of NRUC at such date and the results of its operations for such period. There has not been any material adverse change in the financial condition of NRUC since December 31, 1978.

(x) Each Lessee is not in default in the payment of principal of or interest on any indebtedness for borrowed money or in default under any instruments or agreements under or subject to which any indebtedness for borrowed money has been issued or in default under any long-term rental obligation under which such Lessee is the lessee, and no event has occurred and is continuing under the provisions of any such instrument or agreement which, with the lapse of time or the giving of notice or both, would constitute an event of default thereunder, other than defaults which would not have a material adverse effect on the ability of either Lessee to perform its obligations under this Agreement, the Purchase Agreement, the Purchase Agreement Assignment, the Lease, the Consent

or the Tax Agreement.

(xi) Prior to the delivery of any unit of Equipment pursuant to the Lease, this Agreement, the Security Agreement, the Lease Assignment and the Consent, and all assignments thereof will be duly filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303, and such filing will protect the Lender's rights therein and in the Equipment and the Owner's rights in and to the Lease and the Equipment, and no other filing, recording or deposit (or giving of notice) with any other Federal, state or local government or agency thereof is necessary in order to protect the rights of the Lender or the Owner under the Security Agreement or the Lease in and to the Equipment in any state of the United States or the District of Columbia. Within 21 days from the execution of the Lease, the Lease shall be deposited with the Registrar General of Canada (and provision made for publication of notice of such deposit in The Canada Gazette) pursuant to Section 86 of the Railway Act of Canada.

(xii) No mortgage, deed of trust or other lien of any nature whatsoever which now covers or affects, or which may cover or affect, any property or interest therein of the Lessee, now attaches or hereafter will attach to the Equipment or in any manner affects or will affect adversely the Owner's or the Lender's right or interest therein.

(xiii) The Equipment has been manufactured in accordance with specifications approved by the Association of American Railroads for the classification specified; copies of the specifications for the Equipment have been furnished by the Lessee to the Owner and the Lender.

3. The Lender represents that it is acquiring the Note for its own account, or for the account of one or more pension or trust funds or other institutional accounts, for investment and not with a view to, or for sale in connection with, the distribution of the same, nor with any present intention of distributing or selling the same, but subject, nevertheless, to any requirement of law that the disposition of its property shall at all times be within its control. The Lender represents that (except to the extent that it has otherwise advised its special counsel, Messrs. Morgan, Lewis & Bockius, in writing) it has sole investment discretion in

respect of each such account for which it is acting.

The Lender understands that the Note has not been registered under the Securities Act of 1933 because the transaction evidenced by this Agreement is exempt from the registration requirements of such Act, and that the Note must be held indefinitely unless a subsequent disposition thereof is registered under such Act or is exempt from registration.

4. The obligation of the Lender to make the payment herein provided shall be subject to the receipt by the Lender on the Closing Date of the following documents:

(a) An opinion of Messrs. Morgan, Lewis & Bockius, special counsel for the Lender, dated the Closing Date and addressed to the Lender, to the effect that:

(i) this Agreement, assuming due authorization, execution and delivery thereof by the Lender, has been duly authorized, executed and delivered and constitutes a legal and valid instrument, binding on the parties thereto and enforceable in accordance with its terms;

(ii) the Purchase Agreement, the Purchase Agreement Assignment, the Security Agreement, the Lease, the Lease Assignment and the Consent have each been duly authorized, executed and delivered and each constitutes a legal and valid instrument, binding on the parties thereto and enforceable in accordance with its terms;

(iii) the Lender is vested with a valid security interest in the Equipment and the Lease pursuant to and in accordance with the Security Agreement and the Lease Assignment;

(iv) this Agreement, the Security Agreement, the Lease and the Lease Assignment (including the Consent) have each been duly filed and recorded with the Interstate Commerce Commission in accordance with the requirements of the Interstate Commerce Act; the Security Agreement, as so filed, creates a valid perfected security interest in the Equipment; and no other filing or recordation is necessary for the protection of the rights of the Lender in the Equipment in the United States of America, any State thereof or the District of Columbia;

(v) the Note, upon due execution and delivery thereof by the Owner and receipt from the Lender of funds in the same amount as the aggregate principal amount thereof, will constitute the legal, valid and binding obligation of the Owner, enforceable in accordance with its terms;

(vi) no authorization or approval from any governmental or public body or authority of the United States of America, or of any of the States thereof or the District of Columbia is, to the knowledge of said counsel, necessary for the execution, delivery and performance of this Agreement, the Purchase Agreement, the Purchase Agreement Assignment, the Security Agreement, the Lease, the Lease Assignment or the Consent;

(vii) under the circumstances contemplated by this Agreement it is not necessary to register the Note or the Security Agreement under the Securities Act of 1933, as in effect on the date of such opinion, or to qualify the Security Agreement or any other instrument or agreement contemplated hereby or thereby under the Trust Indenture Act of 1939, as in effect on the date of such opinion;

(viii) the legal opinions referred to in subparagraphs (b), (c) and (j) of this Paragraph 4 are satisfactory in form and substance to said special counsel and the Lender is justified in relying thereon; and

(ix) as to such other matters incident to the transactions contemplated by this Agreement as the Lender may reasonably request.

(b) An opinion of Messrs. Robinson, Robinson & Cole, counsel for the Owner, dated the Closing Date and addressed to the Lender, to the effect set forth in clauses (i), (ii), (vi) and (vii) of subparagraph (a) of this Paragraph 4, insofar as such matters relate to the Owner, and to the further effect that:

(i) the Owner is a national banking association duly organized, validly existing and in good standing under the laws of the United States with full power, authority and legal right to own its properties and to conduct its businesses as now conducted and to execute, deliver and perform this Agreement, the Purchase Agreement Assignment, the Lease, the Security Agreement,

the Lease Assignment and the Note; and the Owner has taken all necessary corporate action to authorize the execution, delivery and performance of this Agreement, the Purchase Agreement Assignment, the Lease, the Security Agreement, the Lease Assignment and the Note;

(ii) the Note has been duly authorized, executed and delivered by the Owner and upon the receipt from the Lender of funds in the same amount as the aggregate principal amount thereof, will constitute the legal, valid and binding obligation of the Owner, enforceable in accordance with its terms;

(iii) neither the execution and delivery of this Agreement, the Purchase Agreement Assignment, the Lease, the Security Agreement, the Lease Assignment or the Note, nor the consummation of the transactions herein and therein contemplated, nor the fulfillment of, or compliance with, the terms and provisions hereof and thereof by the Owner, will conflict with, or result in a breach of, any of the terms, conditions or provisions of the Articles of Association or By-Laws of the Owner or, to the best of the knowledge of said counsel, of any bond, debenture, note, mortgage, indenture, contract or other agreement or instrument to which the Owner is a party or by which it or its property may be bound;

(iv) to the knowledge of such counsel, no mortgage or deed of trust to which the Owner is a party or by which it is bound or other lien, charge or encumbrance, in all cases which are now in existence and which presently affects, or which may hereafter affect, any property of the Owner, now attaches, or hereafter will attach, to the Equipment, or in any manner affects or will affect adversely the right, title and interest of the Lender therein;

(v) to the knowledge of such counsel, there are no actions, suits or proceedings pending or threatened in any court or before any administrative body against or affecting the Owner or any of its properties which could have a materially adverse effect on the ability of the Owner to fulfill its obligations under this Agreement, the Purchase Agreement Assignment, the Lease, the Security Agreement, the Lease Assignment or the Note; and

(vi) as to such other matters incident to

the transactions contemplated by this Agreement as the Lender may reasonably request.

(c) An opinion of Messrs. Wyche, Burgess, Freeman & Parham, counsel for the Lessee, dated the Closing Date and addressed to the Lender and the Owner, to the effect set forth in clauses (i), (ii), (iv), (vi) and (vii) of subparagraph (a) of this Paragraph 4, insofar as such matters relate to the Lessee, and to the further effect that:

(i) the Lessee is a corporation duly incorporated, validly existing and in good standing under the laws of the State of South Carolina and is duly qualified to do business and is in good standing in such other jurisdictions in which the business and activities of the Lessee require such qualification; or if not so qualified, its failure so to qualify in any other jurisdiction will not have a materially adverse effect on this Agreement, the Purchase Agreement, the Purchase Agreement Assignment, the Tax Agreement, the Lease or the Consent.

(ii) the Lessee has full corporate power, authority and legal right to carry on its principal business as now conducted and to perform its obligations under this Agreement, the Purchase Agreement, the Purchase Agreement Assignment, the Tax Agreement, the Lease and the Consent.

(iii) the Tax Agreement has been duly authorized, executed and delivered and constitutes a legal and valid instrument, binding on the Lessee and enforceable in accordance with its terms.

(iv) neither the execution and delivery of this Agreement, the Purchase Agreement, the Purchase Agreement Assignment, the Tax Agreement, the Lease or the Consent nor the consummation of the transactions herein and therein contemplated or the fulfillment of, or compliance with, the terms and provisions hereof and thereof will conflict with, or result in a breach of, any of the terms, conditions or provisions of the articles of incorporation (as amended) or the by-laws (as amended) of the Lessee, or of any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Lessee is now a party or by which it or its property may be bound, or, to the knowledge of such counsel, constitute (with the giving of notice or the passage of time or both) a

default thereunder.

(v) neither the execution and delivery by the Lessee of this Agreement, the Purchase Agreement, the Purchase Agreement Assignment, the Tax Agreement, the Lease or the Consent nor the consummation of the transactions herein and therein contemplated nor the fulfillment of, or compliance with, the terms and provisions hereof and thereof will conflict with, or result in a breach of, any of the terms, conditions or provisions of any law, or any regulation, order, injunction or decree of any court or governmental instrumentality.

(vi) except for the respective interests of the Owner or the Lender in the Equipment under the Lease, the Lease Assignment and the Security Agreement, to the knowledge of such counsel, no mortgage, deed of trust or other lien of any nature whatsoever, now in existence and which now covers or affects any property or interest therein of the Lessee, now attaches, or hereafter will attach, to the Equipment, or in any manner affects or will affect adversely the right, title and interest of the Owner or the Lender therein.

(vii) to the knowledge of such counsel, there are no actions, suits or proceedings pending or threatened against or affecting the Lessee, or any of its property rights, at law or in equity, or before any commission or other administrative agency, which could materially and adversely affect the condition, financial or otherwise of the Lessee, or its ability to perform its obligations under this Agreement, the Purchase Agreement, the Purchase Agreement Assignment, the Tax Agreement, the Lease or the Consent, and the Lessee is not in default with respect to any order or decree of any court or governmental commission, agency or instrumentality of which such counsel has knowledge.

(viii) no authorization or approval from any governmental or public body or authority of the United States of America, or of any of the States thereof or the District of Columbia, is to the knowledge of said counsel, necessary for the execution, delivery and performance of this Agreement, the Purchase Agreement, the Purchase Agreement Assignment, the Tax Agreement, the Lease, the Lease Assignment or the Consent. Without limiting the generality of the foregoing, no authorization or approval

from, or filing or registration with, the Interstate Commerce Commission is required in connection with the execution, delivery and performance by the Lessee of the Tax Agreement.

(ix) the ownership of the Equipment does not subject the Owner or the Lender either to the provisions of the Interstate Commerce Act or the authority of the Interstate Commerce Commission;

(x) while there have been no decided cases, of which counsel is aware, defining the inclusiveness of the phrase "railroad corporation" for purposes of §77 of the federal Bankruptcy Act, on the basis of counsel's review of applicable law, a court having jurisdiction in the premises, should determine that National Railway Utilization Corporation, as well as Pickens Railroad Company, in the event of their respective bankruptcies, presently both qualify for reorganization under §77 of the Bankruptcy Act and, such being the case, that neither qualifies for reorganization under any other provision or chapter of said Act; and, accordingly, the benefits afforded secured creditors under §77(j) of said Act (and under Section 1168 of the Bankruptcy Reform Act of 1978, upon its effectiveness) will be applicable in the event of the bankruptcy of either said corporation; and

(xi) as to such other matters incident to the transactions contemplated by this Agreement as the Lender may reasonably request.

(d) A certificate of an officer of the Lessee, dated the Closing Date and reciting that the Lender and the Owner may rely thereon, to the effect (i) that the Lessee is not in default under, and to the knowledge of the Lessee there is no event which with the passage of time or the giving of notice would place the Lessee in default under, this Agreement, the Purchase Agreement, the Purchase Agreement Assignment, the Lease or the Consent, (ii) that the representations and warranties of the Lessee contained in Paragraph 2 hereof and in the Lease are true and correct as of the date of such certificate with the same effect as if made on such date, (iii) that each unit of the Equipment has been permanently and conspicuously marked on each side, in letters not less than one-half inch in height, with the words "Title to this car is subject to a security agreement filed under the Interstate Commerce Act", or with words of similar import, and (iv) that

no accumulated funding deficiency within the meaning of the Employee Retirement Income Security Act of 1974, as amended, and the regulations thereunder, exists with respect to any defined benefit pension plan which is qualified within the meaning of Section 401(a) of the Internal Revenue Code of 1954, as amended, and which is sponsored by the Lessee; no Reportable Event (as defined in said Act) has occurred with respect to any such plan; and the Pension Benefit Guaranty Corporation, established under said Act, has not asserted that the Lessee has incurred any liability in connection with any such plan.

(e) Counterpart No. 1 of the Lease (delivered to the Lender only); i.e., the counterpart thereof designated as "chattel paper" under the Uniform Commercial Code.

(f) A certificate of an officer of the Owner, dated the Closing Date and reciting that the Lender may rely thereon, confirming as of said date the representations and warranties of the Owner set forth in Paragraph 2(a) hereof and in the Security Agreement and further certifying that the Owner has made its investment in the Equipment in an amount equal to the difference between the Purchase Price and the amount of funds advanced to the Owner by the Lender.

(g) One or more bills of sale (collectively, the "Bill of Sale") from the Builder to the Owner evidencing the transfer to the Owner of title to the Equipment and warranting to the Owner that at the time of delivery to the Owner under the Purchase Agreement the Builder had legal title to such Equipment and good and lawful right to sell such Equipment and that title to such Equipment was free of all claims, liens and encumbrances of any nature except only the rights of the Lessee under the Lease and of the Lender under the Security Agreement.

(h) Duplicate invoices or invoices for the Equipment accompanied by or having endorsed thereon a certification by the Lessee as to the correctness of the prices stated therein.

(i) A certificate of Inspection and Acceptance of the Lessee, dated the Closing Date and in form and substance satisfactory to the Lender and its special counsel, certifying that the Equipment has been inspected and accepted in accordance with Section 3 of the Purchase Agreement and Section 2 of the Lease.

(j) An opinion of Messrs. Rogers & Wells, counsel for the Builder, to the effect that (i) the Purchase Agreement and the Bill of Sale have been duly authorized, executed and delivered by the Builder and, assuming due authorization, execution and delivery by the other parties thereto, are valid and binding instruments enforceable against the Builder in accordance with their respective terms, and (ii) the Bill of Sale is effective to transfer title to the Equipment to the Owner free and clear of any liens, claims, security interests or other encumbrances arising from or through the Builder.

(k) A Certificate of Insurance, satisfactory in form and substance to the Owner, the Lender and their respective special counsel, conforming to the requirements of Section 7 of the Lease or other documentation, satisfactory to said parties, evidencing compliance with such requirements.

In rendering the opinions specified in subparagraphs (a), (b), (c) and (j) of this Section 4, counsel may qualify its opinion to the effect that any agreement is a legal, valid and binding instrument enforceable in accordance with its terms by a general reference to limitations as to enforceability imposed by bankruptcy, insolvency, reorganization, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights; that no opinion is rendered as to the specific remedy that any court, other governmental agency or body or arbitrator may grant, impose or render; and that the parties to any agreement or instrument not represented by such counsel have duly authorized, executed and delivered such agreement or instrument. In giving the opinion specified in subparagraph (a) of this Section 4, counsel may rely (i) as to title to the Equipment on the Closing Date on the Builder's warranty of title as set forth in the Bill of Sale, (ii) as to matters relating to the Owner, the Lessee and the Builder on the opinions of counsel referred to in subparagraphs (b), (c) and (j) of this Section 4, (iii) as to any matter governed by the law of any jurisdiction other than the Commonwealth of Pennsylvania or the United States, on the opinion of counsel for the Owner or the Lessee as to such matter, and (iv) no opinion need be expressed as to the security interest of the Lender in Equipment which may from time to time become subject to the jurisdiction of Canada or Mexico. In rendering the opinion required by subparagraph (a)(vii) of this Section 4, as incorporated by reference in subparagraphs (b) and (c) of this Section 4, counsel may rely on the accuracy of the representations of the Owner and the Lessee under Section 2(a) hereof. In rendering the opinion required by Subparagraph (b)

of this Section 4, counsel may limit its opinion to the laws of State of Connecticut and of the United States.

5. The obligations of Owner to purchase and lease the Equipment to the Lessee and to finance the acquisition of the Equipment is subject: (a) to the satisfaction of the conditions set forth in Section 4 hereof, other than subparagraph (a) of Section 4 (but counsel identified in such Section shall be prepared to render such opinion in the form specified); and (b) Lessee shall have entered into the Tax Agreement.

6. The Lessee shall when due and payable remit all rentals and other money payable pursuant to the provisions of the Lease, excluding, however, Excluded Payments (as defined in the Security Agreement), to the Lender pursuant to the Lease Assignment. Lessee acknowledges that notwithstanding the provisions of the Lease, Excluded Payments are to be paid directly to the Owner as provided in the Security Agreement or the Lease Assignment and that the Lease in all cases requires the wire transfer of funds.

7. The Lender will accept payments made to it by or for the account of the Owner pursuant to the Lease and the Lease Assignment and on account of the principal of and interest on the indebtedness evidenced by the Note and will apply such payments in accordance with the provisions of Sections H and I of the Security Agreement.

The Lender will accept all sums paid to it pursuant to Section 7 of the Lease with respect to Casualty Occurrences (as therein defined) and immediately upon receipt thereof, will apply such sums in accordance with the provisions of Section F of the Security Agreement. The Owner will furnish to the Lender a revised schedule of payments showing the reduction in the installments of principal and interest thereafter remaining payable under the Note.

Notwithstanding anything to the contrary contained herein or otherwise, if an Event of Default (as defined in the Security Agreement) has occurred and is continuing, all moneys held by or coming into the possession of the Lender under the Lease (including, without limitation, the net proceeds of any repossession and sale or lease of any unit of the Equipment after deduction of all expenses, including reasonable counsel fees, incurred by the Lender in connection with such repossession and sale or lease or otherwise hereunder or under the Security Agreement and the Lease Assignment which shall not theretofore

have been reimbursed by the Owner pursuant to the Security Agreement but excluding, however, Excluded Payments) shall be applied immediately to the Note at the time of such receipt. If an event which with the lapse of time or the giving of notice or both as provided in the Lease or in the Security Agreement could constitute an Event of Default has occurred and is continuing, all moneys which would otherwise, in whole or in part, be remitted to the Owner (except Excluded Payments) shall be retained by the Lender until such event shall either become an Event of Default (in which case such moneys shall be applied by the Lender in accordance with the preceding sentence) or shall be cured or otherwise remedied so as to be incapable of becoming an Event of Default (in which case such moneys shall be distributed as provided in Sections H and I of the Security Agreement).

All payments to be made hereunder and under the Lease and the Lease Assignment to the Lender by the Lessee shall be made by bank wire of immediately available funds to the Lender at the address and to the account specified in Schedule II hereof (or at such other address and account as may be specified by the Lender in writing). All payments to be made to the Owner shall be made by bank wire of immediately available funds to the Owner at the address specified in Schedule III hereof (or at such other address and account as may be specified to the Lender in writing). Lender's responsibility to Owner to wire funds as herein provided shall be subject to the timely receipt of available funds from the Lessee, and Lender assumes no liability or obligation to Owner except to wire transfer such funds as soon as practicable after the receipt thereof from Lessee. Lessee shall reimburse Lender for any and all out-of-pocket expenses incurred by Lender in connection with making any such wire transfer.

Except as provided above in the event of a Casualty Occurrence and as provided in the Security Agreement in certain events of default, the Note shall not be prepayable in whole or in part.

8. In addition to the Owner, the Lessee will deliver to the Lender, without further request on such Lender's part, all of the reports and other information described in Section 8 and in Exhibit A of the Lease, such delivery to occur at the times prescribed therefor by said Section and Exhibit.

9. All insurance policies required under Section 7 of the Lease shall name the Owner and the Lender as additional assureds and shall be cancellable only upon written notice to the Lender and Owner as provided in said Section.

10. The Lessee will make all necessary arrangements for, and pay all expenses incidental to, the filing and recordation of this Agreement, the Security Agreement, the Lease and the Lease Assignment (including the Consent) with the Interstate Commerce Commission and any filings under the Uniform Commercial Code. The Lessee agrees to pay the reasonable fees and disbursements of Messrs. Morgan, Lewis & Bockius as special counsel for the Lender.

11. In the event that either the Owner or the Lessee shall have knowledge of an Event of Default under the Lease or under the Security Agreement (as defined in the Security Agreement) or other event which with lapse of time or the giving of notice or both as provided in the Lease or in the Security Agreement could constitute such an Event of Default, whether or not such party itself may be in default thereunder, such party shall give prompt telephonic notice (confirmed in writing) thereof to the Lender. The knowledge of the Owner shall mean, and shall be limited to, the actual knowledge of an officer of Owner's Lease Financing Department.

12. NRUC and Pickens Railroad Company are each jointly and severally liable hereunder to the same extent and purposes as if each were the sole Lessee, and any Event of Default (as defined in the Lease) or other event which with the giving of notice or the passage of time or both would constitute such an Event of Default will not excuse or constitute a defense to the performance by the other of the obligations of the Lessee under the Lease or hereunder.

13. This Agreement having been executed in the Commonwealth of Pennsylvania by at least one of the parties hereto, and having been delivered in said Commonwealth, all of the terms hereof, and all rights and obligations of the parties hereto hereunder shall be governed by the laws of said Commonwealth. Such terms, rights and obligations may not be changed orally, but may be changed only by an agreement in writing signed by all of the parties hereto.

14. This Agreement may be executed in any number of counterparts, all of which together shall constitute a single instrument. This Agreement shall become effective among the Lessee, the Owner and the Lender immediately upon execution hereof by all of said parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

[CORPORATE SEAL]

NATIONAL RAILWAY UTILIZATION CORPORATION

Attest:

By *Charles P. Tumbler*
Vice President

F. W. Strupel
Asst. Secretary

[CORPORATE SEAL]

PICKENS RAILROAD COMPANY

Attest:

By *Charles P. Tumbler*
Title: VP

F. W. Strupel
Asst. Secretary

[CORPORATE SEAL]

HARTFORD NATIONAL BANK
AND TRUST COMPANY

Attest:

By _____
Title: Vice President

Assistant Cashier

[CORPORATE SEAL]

THE LIFE INSURANCE COMPANY
OF VIRGINIA

Attest:

BY _____
Title: _____

Secretary

14. This Agreement may be executed in any number of counterparts, all of which together shall constitute a single instrument. This Agreement shall become effective among the Lessee, the Owner and the Lender immediately upon execution hereof by all of said parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

[CORPORATE SEAL]

NATIONAL RAILWAY UTILIZATION CORPORATION

Attest:

By _____
Vice President

Secretary

[CORPORATE SEAL]

PICKENS RAILROAD COMPANY

Attest:

By _____
Title:

Secretary

[CORPORATE SEAL]

HARTFORD NATIONAL BANK
AND TRUST COMPANY

Attest:

Louise M. Stokes
Assistant Cashier

By  _____
Title: Vice President

[CORPORATE SEAL]

THE LIFE INSURANCE COMPANY
OF VIRGINIA

Attest:

Secretary

BY _____
Title:

14. This Agreement may be executed in any number of counterparts, all of which together shall constitute a single instrument. This Agreement shall become effective among the Lessee, the Owner and the Lender immediately upon execution hereof by all of said parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

[CORPORATE SEAL]

NATIONAL RAILWAY UTILIZATION CORPORATION

Attest:

By _____
Vice President

Secretary

[CORPORATE SEAL]

PICKENS RAILROAD COMPANY

Attest:

By _____
Title:

Secretary

HARTFORD NATIONAL BANK
AND TRUST COMPANY

[CORPORATE SEAL]

Attest:

By _____
Title: Vice President

Assistant Cashier

[CORPORATE SEAL]

THE LIFE INSURANCE COMPANY
OF VIRGINIA

Attest:

Daniel B. Belcore
Ass't Secretary

BY James L. Landrey
Title: Vice President

COMMONWEALTH OF PENNSYLVANIA :

SS:

COUNTY of :

On this 27th day of September, 1979, before me personally appeared Charles J. Puzoski, to me personally known, who, being by me duly sworn, says that he is Vice President of NATIONAL RAILWAY UTILIZATION CORPORATION, that one of the seals 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.

[Notarial Seal]

Elsie Marlene Williams
Notary Public

My Commission expires:

10/18/82

COMMONWEALTH OF PENNSYLVANIA :

SS:

COUNTY OF :

On this 27th day of September, 1979, before me personally appeared Charles J. Puzoski, to me personally known, who, being by me duly sworn, says that he is Vice President of PICKENS RAILROAD COMPANY, that one of the seals 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.

[Notarial Seal]

Elsie Marlene Williams
Notary Public

My Commission expires:

10/18/82

STATE OF CONNECTICUT
COUNTY OF HARTFORD

:
: ss: *Hartford*
:

On this 27th day of September, 1979, before me personally appeared Thomas R. Wilcox, Jr., to me personally known, who, being by me duly sworn, says that he is Vice President of HARTFORD NATIONAL BANK AND TRUST COMPANY, that one of the seals 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.

[Notarial Seal]

Camille A. Rikerson
Notary Public

My Commission expires: 3/31/80

COMMONWEALTH OF VIRGINIA
COUNTY OF

:
: ss:
:

On this _____ day of _____, 1979, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is _____ of THE LIFE INSURANCE COMPANY OF VIRGINIA, that one of the seals 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.

[Notarial Seal]

Notary Public

My Commission expires:

STATE OF CONNECTICUT :
 : SS:
COUNTY OF HARTFORD :

On this _____ day of _____, 1979, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is Vice President of HARTFORD NATIONAL BANK AND TRUST COMPANY, that one of the seals 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.

[Notarial Seal]

Notary Public

My Commission expires:

COMMONWEALTH OF VIRGINIA :
 : SS:
COUNTY OF *Henrico* :

On this 27th day of Sept., 1979, before me personally appeared James L. Foubrey to me personally known, who, being by me duly sworn, says that he is Vice Pres. of THE LIFE INSURANCE COMPANY OF VIRGINIA, that one of the seals 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.

[Notarial Seal]

Anne S. Christian
Notary Public

My Commission expires: ~~My Commission Expires January 24, 1983~~

SCHEDULE I

EQUIPMENT

Quantity and Type: Fifty (50) 50' - 6" 70 - ton general purpose rigid underframe boxcars with 10'0" sliding doors, Type XM

Lessee's Identifying Numbers: NSL 160000 through 160049, inclusive

Aggregate Acquisition Costs: \$2,027,500

SCHEDULE II

The Life Insurance Company of Virginia

Mailing Address

P.O. Box 27601
Richmond, Virginia 23261

Attention: Bond Division

Address for manual delivery of documents:

6610 West Broad Street
Richmond, Virginia 23230

Attention: Bond Division

Address for delivery of funds:

Wire transfer in immediately
available funds (with sufficient
information to identify source
and application of funds) to:

United Virginia Bank
Richmond, Virginia
Account No. 10-00-527

(to the account of The
Life Insurance Company of
Virginia) United Virginia Bank
to give telephonic notice upon
receipt to:

Treasurer, The Life Insurance
Company of Virginia

SCHEDULE III

Hartford National Bank and Trust Company

Mailing address, address for manual
delivery of documents and address for delivery of funds:

777 Main Street
Hartford, Connecticut 06115

Attention: Lease Financing Department

(Delivery of funds shall be by wire transfer
immediately available funds with sufficient information
to identify source and application of funds).

PURCHASE AGREEMENT ASSIGNMENT

This Purchase Agreement Assignment between NATIONAL RAILWAY UTILIZATION CORPORATION, a South Carolina corporation (the "Assignor"), and HARTFORD NATIONAL BANK AND TRUST COMPANY, a national banking association (the "Assignee").

W I T N E S S E T H:

WHEREAS, the Assignor has entered into a Purchase Agreement, dated as of the date hereof, between Assignor and WHITTAKER CORPORATION (BERWICK FORGE & FABRICATING DIVISION) (the "Manufacturer") setting forth the terms and conditions under which the Manufacturer has agreed to manufacture and sell and the Assignor has agreed to purchase 50 units of railroad equipment (each unit being herein called the "Unit" and the aggregate of the units being herein called "Equipment"); and

WHEREAS, in order to finance a portion of the Equipment, the Assignee will assign its rights hereunder to THE LIFE INSURANCE COMPANY OF VIRGINIA ("Lender") as security for a loan made by Lender to Assignee; and

WHEREAS, the Assignee wishes to acquire the Equipment and the Assignor is willing to assign to the Assignee, on the terms and conditions hereinafter set forth, all of the Assignor's rights and interests under the Purchase Agreement, and the Assignee is willing to accept such assignment, as hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over unto the Assignee, its successors and assigns, all of the Assignor's rights and interests in and to the Purchase Agreement, including, without limitation, in such assignment, (a) the right upon valid tender by the Manufacturer to purchase the Equipment pursuant to the Purchase Agreement and the right to take title to the Equipment and to be named the purchaser in the Bill of Sale to be delivered by the Manufacturer pursuant to the Purchase Agreement, (b) all claims for damages in respect of the Equipment

arising as a result of any default by the Manufacturer under the Purchase Agreement, including, without limitation, all warranty and indemnity provisions contained in the Purchase Agreement, and all claims arising thereunder, and (c) any and all rights of the Assignor to compel performance of the terms of the Purchase Agreement. The Assignee hereby accepts such assignment.

Notwithstanding the foregoing, as long as the Assignee shall not have notified the Manufacturer in writing that an Event of Default, as defined in Section 10 (said term being used hereinafter with the same meaning) of the Lease of Railroad Equipment dated as of the date hereof between the Assignee as lessor and the Assignor as lessee providing for the lease of the Equipment (herein called the "Lease Agreement"), has occurred and is continuing, the Assignee authorizes the Assignor to exercise in its own name all rights and powers of the buyer under the Purchase Agreement and to retain any recovery or benefit resulting from the enforcement of any warranty or indemnity under the Purchase Agreement, except that the Assignor may not exercise any of the rights assigned hereunder referred to in clause (a) of the preceding paragraph unless prior to the exercise thereof by the Assignor the Assignee shall have delivered a notice to the Manufacturer that the Assignee shall have released such rights, and the Assignor may not enter into any amendment or modification to the Purchase Agreement without the written consent or countersignature of the Assignee.

2. It is expressly agreed that, anything herein contained to the contrary notwithstanding:

(a) the Assignor shall, at all times, remain liable to the Manufacturer under the Purchase Agreement to perform all of the duties and obligations of the buyer thereunder to the same extent as if this Agreement had not been executed;

(b) the exercise by the Assignee or Lender of any of the rights assigned hereunder shall not release the Assignor from any of its duties or obligations to the Manufacturer under the Purchase Agreement except to the extent that such exercise by the Assignee or Lender shall constitute performance of such duties and obligations;

(c) none of the Assignee or Lender shall have any obligation or liability under the Purchase Agreement by reason of, or arising out of, this Agreement or be obligated to perform any of the obligations or duties of the Assignor

under the Purchase Agreement, or to make any payment (other than to pay the purchase price for the Equipment to the extent and upon the terms and conditions as set forth herein and in a certain Participation Agreement among Assignor, Assignee and Lender dated as of the date hereof), or to make any inquiry of the sufficiency of any payment received by any of them or to present or file any claim or take any other action to collect or enforce any claim for any payment assigned hereunder.

Nothing herein contained shall subject the Manufacturer to any liability to which it would not otherwise be subject under the Purchase Agreement or to modify in any respect the Manufacturer's contract rights thereunder, except that the Manufacturer shall deliver the Bill of Sale covering the Equipment directly to the Assignee.

3. The Assignee agrees, subject to receipt of funds for such purchase from the Lender, to purchase the Equipment from the Manufacturer and to pay to the Manufacturer the Purchase Price thereof (as defined in the Purchase Agreement).

4. The Assignor agrees at any time and from time to time, upon the written request of the Assignee or the Lender, that the Assignor will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as the Assignee may reasonably request in order to obtain the full benefits of this Agreement and of the rights and powers herein granted.

5. The Assignor does hereby represent and warrant that the Purchase Agreement is in full force and effect and is enforceable in accordance with its terms, and the Assignor is not in default thereunder and has no knowledge of any default by the Manufacturer thereunder. The Assignor does hereby further represent and warrant that the Assignor has not assigned or pledged, and will not further assign or pledge, so long as this Agreement shall remain in effect, the whole or any part of the rights hereby assigned, to anyone other than the Assignee.

6. Unless an Event of Default has occurred and is continuing, the Assignee agrees that it will not enter into any agreement with the Manufacturer that would amend, modify, rescind, cancel or terminate the Purchase Agreement without the prior written consent of the Assignor.

7. This Agreement is executed by the Assignor and the Assignee concurrently with the execution and delivery of the aforementioned Lease of Railroad Equipment whereby the Assignor has retained the right to use the Equipment under a long-term lease from the Assignee for the term set forth in the aforementioned Lease of Railroad Equipment, commencing simultaneously with the delivery of the Equipment by the Manufacturer to the Assignee and its inspection and acceptance under the Purchase Agreement as assigned by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of September 10, 1979.

NATIONAL RAILWAY UTILIZATION
CORPORATION

HARTFORD NATIONAL BANK AND
TRUST COMPANY

By _____
Title _____

By _____
Vice President

The within Lease and all lease rentals and certain other payments derived therefrom are subject to a security interest in favor of a certain lender under a certain Security Agreement dated as of the date hereof. This Lease has been executed in eight counterparts of which this is Counterpart No. _____. To the extent that this Lease constitutes "chattel paper" or other collateral within the meaning of the Uniform Commercial Code in effect in any jurisdiction, only the counterpart stamped or marked "Counterpart Number 1" shall constitute such chattel paper or other collateral.

COUNTERPART NO. _____

LEASE OF RAILROAD EQUIPMENT

Dated as of September 10, 1979

between

HARTFORD NATIONAL BANK AND TRUST COMPANY, as Lessor,

and

PICKENS RAILROAD COMPANY

and

NATIONAL RAILWAY UTILIZATION CORPORATION, as Lessee

Lease No. Y179-1290.5

Filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 on _____, 1979, recordation number _____, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on _____, 1979.

LEASE OF RAILROAD EQUIPMENT

TABLE OF CONTENTS

	<u>Page</u>
§ 1. Net Lease.....	L-2
§ 2. Delivery and Acceptance.....	L-2
§ 3.1 Basic Rent.....	L-3
§ 3.2 Rent Payments.....	L-3
§ 4. Term of Lease.....	L-3
§ 5. Identification Marks.....	L-4
§ 6. Taxes.....	L-5
§ 7. Maintenance; Casualty Occurrences; Insurance.....	L-7
§ 8. Reports and Inspection.....	L-9
§ 9.1 Disclaimer of Warranties; Compliance with Laws and Rules	L-10
§ 9.2 Indemnification.....	L-11
§ 10. Default.....	L-12
§ 11. Return of Units upon Default.....	L-15
§ 12. Assignment; Possession and Use.....	L-16
§ 13. Renewal Options and Purchase Options.....	L-18
§ 14. Return of Units upon Expiration of Lease Term.....	L-19
§ 15. Recording.....	L-20
§ 16. Interest on Overdue Rentals.....	L-20
§ 17. Notices.....	L-21
§ 18. Severability; Effect and Modification of Lease.....	L-21
§ 19. Obligations of Lessee.....	L-21
§ 20. Right of Lessor to Perform.....	L-21
§ 21. Successors and Assigns.....	L-22
§ 22. Execution.....	L-22
§ 23. Law Governing.....	L-22
Schedule 1-- Schedule of Equipment.....	L-26
Schedule 2-- Casualty Values.....	L-27
Schedule 3-- Delivery Points.....	L-28
Exhibit A Reports.....	L-29

LEASE OF RAILROAD EQUIPMENT
dated as of September 10, 1979

between
HARTFORD NATIONAL BANK AND TRUST COMPANY (the "Lessor")
and
PICKENS RAILROAD COMPANY, a South Carolina corporation,
and
NATIONAL RAILWAY UTILIZATION CORPORATION, a South Carolina corporation,
(collectively, the "Lessee")

WHEREAS, National Railway Utilization Corporation ("NRUC") is a party to a certain Purchase Agreement dated as of the date hereof (the "Purchase Agreement") with Whittaker Corporation (Berwick Forge & Fabricating Division) (the "Builder") wherein the Builder has agreed to manufacture, sell and deliver the units of railroad equipment described in Schedule 1 hereto (the "Equipment"); and

WHEREAS, NRUC has assigned its right to purchase the Equipment to Lessor pursuant to a certain Purchase Agreement Assignment (the "Purchase Agreement Assignment") dated as of the date hereof; and

WHEREAS, the Lessor is financing its acquisition of the Equipment with The Life Insurance Company of Virginia (the "Lender") pursuant to a certain Participation Agreement dated as of the date hereof (the "Participation Agreement"); and

WHEREAS, the non-recourse promissory note to be issued by Lessor in connection with the financing of its acquisition of the Equipment evidencing the amount of such financing (said non-recourse promissory note being herein called the "Note" and the amount due under the Note being herein called the "Note Indebtedness"), will be secured by the Equipment and this Lease pursuant to a Security Agreement and an assignment of the Lease (the "Lease Assignment") (the Security Agreement and the Lease Assignment being herein called, collectively, the "Security Documents"), and Lessee agreed to enter into a certain Consent and Agreement (the "Consent and Agreement") pursuant to which Lessee consents to such assignment and makes certain agreements in connection therewith; and

WHEREAS, the Lessee desires to lease from Lessor and Lessor desires to lease to Lessee such number of units of the Equipment as are delivered and accepted under this Lease (the "Units") at the rentals and for the terms and upon the conditions hereinafter provided;

NOW, THEREFORE, in consideration of the premises and of the rentals to be paid and the covenants hereinafter mentioned to be kept and performed by the Lessee, the Lessor hereby leases the Units to the Lessee upon the following terms and conditions:

§ 1. Net Lease. This Lease is a net lease; the Lessee's obligations hereunder shall be absolute and unconditional, and, except as herein specifically provided in Section 7, the Lessee shall not be entitled to any abatement of rent, reduction thereof or setoff against rent, including, but not limited to, abatements, reductions or setoffs due or alleged to be due by reason of any past, present or future claims of the Lessee against the Lessor under this Lease or under the Security Documents, or against the Builder, the Lender or any financial institution providing funds to the Lessor for the purpose of financing or refinancing the Units or otherwise; nor, except as otherwise expressly provided herein, shall this Lease terminate, or the respective obligations of the Lessor or the Lessee be otherwise affected, by reason of any defect in or damage to or loss of possession or loss of use or destruction of all or any of the Units from whatsoever cause, any liens, encumbrances or rights of others with respect to any of the Units, any prohibition or restriction against the Lessee's use of all or any of the Units, the interference with such use by any person or entity, the invalidity or unenforceability or lack of due authorization of this Lease, any insolvency of or any bankruptcy, reorganization or similar proceeding against the Lessee, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the rents and other amounts payable by the Lessee hereunder shall continue to be payable in all events in the manner and at the times herein provided unless the obligation to pay the same shall be terminated pursuant to the express provisions of this Lease. To the extent permitted by applicable law, the Lessee hereby waives any and all rights which it may now have or which at any time hereafter may be conferred upon it, by statute or otherwise, to terminate, cancel, quit or surrender the Lease or any of the Units except in accordance with the express terms hereof. Each rental or other payment made by the Lessee hereunder shall be final, and the Lessee shall not seek to recover all or any part of such payment from the Lessor or the Lender for any reason whatsoever.

§ 2. Delivery and Acceptance. The Lessor hereby appoints the Lessee its agent for inspection and acceptance of the Units pursuant to the Purchase Agreement, such appointment, however, to be subject to revocation and substitution by the Lessor by written notice delivered to the Builder and the Lessee. The Lessor will cause the Units to be delivered to the Lessee at the point within the United States of America at which the Units are delivered to the Lessor under the Purchase Agreement. Upon such delivery, the Lessee will cause an employee of the Lessee to inspect each Unit, and, if such Unit is found to be acceptable, shall accept delivery of such Unit and the Lessee shall execute and deliver to the Lessor a certificate of inspection and acceptance (the "Certificate of Inspection and Acceptance") in accordance with the provisions of Section 3 of the Purchase Agreement, stating that such Unit has been inspected and accepted on behalf of the Lessee and the Lessor on the date of such Certificate of Inspection and Acceptance and is marked in accordance with § 5 hereof, whereupon, subject to satisfaction of the conditions contained in Section 4 of the Participation Agree-

ment to be satisfied on the Acceptance Date (as hereinafter defined), such Unit shall be deemed to have been delivered to and accepted by the Lessee and shall be subject thereafter to all the terms and conditions of this Lease. The date on which such inspection and acceptance occurs is hereinafter called the "Acceptance Date".

§ 3.1. Basic Rent. The Lessee agrees to pay to the Lessor as rental for each Unit subject to this Lease one interim payment and 60 consecutive quarterly payments payable in arrears. The interim payment for each such Unit is payable on October 1, 1979, and shall be in an amount equal to the product of the Purchase Price (as defined in the Purchase Agreement) for such Unit multiplied by .031627% for each day elapsed from and including the Acceptance Date for such Unit to, but not including, October 1, 1979. The 60 quarterly payments are payable on January 1, April 1, July 1 and October 1 in each year, commencing January 1, 1980, to and including October 1, 1994. Each such quarterly payment shall be in an amount equal to 2.8464% of the Purchase Price of each such Unit then subject to this Lease. The interim payment and the quarterly payments hereinbefore described are hereinafter referred to as the "Basic Rent". The date on which each payment of Basic Rent is due as aforesaid is herein referred to as the "Due Date".

§ 3.2. Rent Payments. If any rental payment date referred to above is not a business day, the rental otherwise payable on such date shall be payable on the next business day. The term "business day", as used herein, means a calendar day, excluding Saturdays, Sundays and any other day on which banking institutions in Richmond, Virginia are authorized or obligated to remain closed. The Lessor irrevocably instructs the Lessee to make all the payments provided for in this Lease (including, but not limited to, the payments provided for in this § 3 and in § 7 hereof), at the principal office of the Lender or at such other place as the Lender may designate, for the account of the Lessor in care of the Lender, with instructions to the Lender to apply such payments in accordance with the provisions of the Security Agreement and to pay any balance immediately by wire transfer to the Lessor at such place as the Lessor shall specify in writing. The Lessee agrees to make each payment provided for herein as contemplated by this paragraph in Federal or other funds immediately available to the Lender by 11:00 a.m. in the city where such payment is to be made, on the date such payment is due.

§ 4. Term of Lease. The term of this Lease as to each Unit shall begin on the date of delivery and acceptance of such Unit hereunder, and, subject to the provisions of §§ 7, 10 and 13 hereof, shall terminate on October 1, 1994, the date on which the final payment of rent in respect thereof is due pursuant to § 3 hereof. The obligations of the Lessee hereunder (including, but not limited to, the obligations under §§ 6, 7, 9 and 14 hereof) shall survive the expiration of the term of this Lease.

Notwithstanding anything to the contrary contained herein, all rights and obligations of the Lessee under this Lease and in and to the Units are subject to the rights of the Lender under the Security Documents. If an event of default should occur under the Security Documents, the Lender may terminate this Lease (or rescind its termination), all as provided therein; provided, however, that, so long as (i) no Event of Default exists hereunder, (ii) the Lessee is complying with the provisions of the Consent and Agreement and (iii) the Lender is entitled to apply the "income and proceeds from the Equipment" (as defined in the Security Agreement) in accordance with the Security Documents, this Lease may not be terminated and the Lessee shall be entitled to the rights of possession, use and assignment provided under § 12 hereof.

§ 5. Identification Marks. The Lessee, at its own expense, will cause each Unit to be kept numbered with the road number set forth in Schedule 1 hereto, or in the case of any Unit not there listed, such road number as shall be set forth in any amendment or supplement hereto extending this Lease to cover such Unit and will keep and maintain, plainly, distinctly, permanently and conspicuously marked on each side of each Unit, in letters not less than one inch in height, the words:

"OWNERSHIP SUBJECT TO A SECURITY AGREEMENT FILED
UNDER THE INTERSTATE COMMERCE ACT."

with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect the Lessor's title to and interest in, and Lender's interest in, such Unit and the rights of the Lessor under this Lease and the rights of the Lender under the Security Documents. The Lessee will not place or permit any such Unit to be placed in operation or exercise any control or dominion over the same until such words shall have been so marked and will replace promptly any such markings which may be removed, defaced or destroyed. The Lessee will not change or permit to be changed the road number of any Unit unless and until (i) a statement of new number or numbers to be substituted therefor shall have been filed with the Lender and the Lessor and duly filed, recorded and deposited by the Lessee in all offices where the Lease and the Security Documents shall have been filed and (ii) the Lessee shall have furnished the Lender and the Lessor an opinion of counsel to such effect and that no other filings are necessary to protect Lessor's and Lender's rights in and to such Units in the United States. The Units may be lettered with the names or initials or other insignia customarily used by the Lessee or its affiliates.

Except as provided in the preceding paragraph, the Lessee will not allow the name of any person, association or corporation to be placed on any Unit as a designation that might be interpreted as a claim of ownership.

§ 6. Taxes. All payments to be made by the Lessee hereunder will be free of expense to the Lessor for collection or other charges and will be free of expense to the Lessor with respect to the amount of any local, state, Federal or foreign taxes (other than any United States Federal income tax payable by the Lessor in consequence of the receipt of payments provided for herein and, to the extent that the Lessor receives credit therefor against its United States Federal income tax liability, any foreign tax, (provided, that in determining whether the Lessor receives credit for any foreign tax, it shall be assumed that credit is received for all other foreign taxes claimed as credits for the taxable year in question before credit is received for any foreign taxes indemnified hereunder which are claimed as credits for such year); and other than the aggregate of all state or local taxes measured by net income based on such receipts, and value added taxes in lieu of such net income taxes, up to the amount of any such taxes which would be payable to the state and locality in which the Lessor has its principal place of business without apportionment to any other state; and other than the amount of such excess state and local taxes to the extent that they reduce any other taxes payable by the Lessor; and other than any state franchise tax imposed by the state in which the Lessor has its principal place of business which is not based on or measured by net income; except any such tax 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 herein provided) or certification, registration or license fees, assessments, charges, fines or penalties (all such expenses, taxes fees, assessments, charges, fines and penalties being hereinafter called "impositions") hereafter levied or imposed upon or in connection with or measured by this Lease or any sale, rental, use, payment, shipment, delivery or transfer of title under the terms hereof or the Security Documents, all of which impositions the Lessee assumes and agrees to pay on demand in addition to the payments to be made by it provided for herein. The Lessee will also pay promptly all impositions which may be imposed upon any Unit or for the use or operation thereof or upon the earnings arising therefrom (except as provided above) or upon the Lessor by reason of its ownership thereof and will keep at all times all and every part of such Unit free and clear of all impositions (other than under the Security Agreement) which might in any way affect the title of the Lessor or the interest of the Lessor or result in a lien upon any such Unit; provided, however, that the Lessee shall be under no obligation to pay any impositions of any kind so long as such imposition remains unpaid and the Lessee is contesting in its own name and in good faith and by appropriate legal or administrative proceedings such impositions, or the Lessor is required to contest such impositions as provided in this § 6, and the nonpayment thereof does not, in the reasonable opinion of the Lessor, adversely affect the title, property or rights of the Lessor hereunder or the Lessor or the Lender under the Security Documents. The Lessee agrees to give the Lessor notice of such contest brought in the Lessee's name within 30 days after institution thereof and the Lessor agrees to provide such information as may be reasonably requested by the Lessee in furtherance of such contest. If any impositions shall have been charged or levied against the Lessor directly and paid by the Lessor, the Lessee shall pay the Lessor on presentation of an invoice therefor if the Lessor shall have been legally liable with respect thereto (as evidenced by an opinion of counsel for the Lessor) or the Lessee shall have approved the payment thereof, and

the Lessor agrees to give the Lessee written notice promptly after it first obtains knowledge of the making of such charge or levy, and agrees to take such other action as may reasonably be requested by the Lessee for the purpose of contesting payment or obtaining refund of all or a portion of such imposition, as hereinafter provided in this § 6.

Lessee agrees to and does hereby indemnify Lender with respect to impositions to the same extent as Lessor is indemnified under this Section 6. Accordingly, the term "Lessor", as used in this Section 6, shall be read as "Lessor and/or Lender" as is appropriate in the context in which it is used.

In the event any returns, statements or reports with respect to impositions involving any Unit are required to be made, the Lessee will make such returns, statements and reports in such manner as to show the interest of the Lessor and the Lender in such Units, as shall be satisfactory to them or, where not so permitted, will notify the Lessor and the Lender of such requirement and will prepare and deliver such reports to them within a reasonable period of time prior to the time such reports are to be filed in such manner as shall be satisfactory to them; provided, however, that the Lessor shall, with respect to any state of the United States of America or political subdivision thereof, file required returns, statements and reports relating to sales or use taxes, and taxes, fees, and charges on or measured by Lessor's earnings or gross receipts arising from the Units, or the value added by the Lessor thereto as the Lessee shall determine are required to be filed, and as shall be prepared by the Lessee, and the Lessor shall remit the amount thereof upon payment by the Lessee to the Lessor (such payment to be made forthwith upon demand by the Lessor therefor) of such taxes, fee and charges except as provided above. All costs and expenses (including legal and accounting fees) of preparing such returns or reports shall be borne by the Lessee. To the extent that the Lessor has information necessary to the preparation of such returns, statements and reports, it will furnish such information to the Lessee.

In the event that, during the continuance of this Lease, the Lessee becomes liable for the payment or reimbursement of any imposition, pursuant to this § 6, such liability shall continue, notwithstanding the expiration of this Lease, until all such impositions are paid or reimbursed by the Lessee.

In the event the Lessee may be prohibited by law or is impaired from contesting in its own name any imposition covered by this § 6 in respect of which the Lessee would otherwise be required to make payments to the Lessor pursuant hereto, the Lessor shall, upon request and at the expense of the Lessee, take all legal and other appropriate action reasonably requested by the Lessee to contest such imposition. The Lessor shall not be obligated to take any such action unless the Lessee shall first have indemnified the Lessor for all liabilities and expenses which may be entailed therein. The Lessee shall indemnify and hold the Lessor harmless from and against any and all claims, costs, expenses, damages, losses and liabilities incurred in connection therewith as a result of, or incident to, any action taken by the Lessor or Lessee

under this § 6. The Lessee shall be entitled to any refund received by the Lessor or the Lessee in respect of any imposition paid by the Lessee, provided no Event of Default (or other event which, after notice or lapse of time or both, would become an Event of Default) shall have occurred and be continuing.

The Lessee shall, whenever reasonably requested by the Lessor, submit to the Lessor copies of returns, statements, reports, billings and remittances, or furnish other evidence satisfactory to the Lessor of the Lessee's performance of its duties under this § 6. The Lessee shall also furnish promptly upon request such data as the Lessor reasonably may require to permit the Lessor's compliance with the requirements of taxing jurisdictions.

The amount which the Lessee shall be required to pay with respect to any imposition which is subject to indemnification under this § 6 shall be an amount sufficient to restore the Lessor to the same net after-tax rate of return and after-tax cash position, after considering the effect of such payment on its United States Federal income taxes and state and city income taxes or franchise taxes based on net income, that the Lessor would have been in had such imposition not been imposed.

§ 7. Maintenance; Casualty Occurrences; Insurance. The Lessee agrees that, at the Lessee's own cost and expense, it will maintain and keep, or cause to be maintained and kept, all of the Units which are subject to this Lease in good operating order, repair and condition, eligible for interchange service, and in compliance with the requirements of any governmental authority having jurisdiction thereof. The Lessee further agrees that none of the Units will be used outside of the Continental United States or Canada.

In the event that any Unit shall be or become lost, stolen, destroyed, or, in Lessee's reasonable determination, worn out, irreparably damaged or rendered permanently unfit for use, from any cause whatsoever, or taken or requisitioned by condemnation or otherwise resulting in loss of possession by the Lessee for a period of 90 consecutive days, except requisition for use by the United States Government for a stated period not to exceed the remaining term of the Lease (such occurrences being hereinafter called Casualty Occurrences), prior to the return of such Unit in the manner set forth in § 14 hereof, the Lessee shall promptly and fully notify the Lessor and the Lender with respect thereto. Lessee shall also notify Lessor and Lender of any requisition for use by the United States Government which is not a Casualty Occurrence, i.e. for a stated period not exceeding the remaining term of the Lease. On the rental payment date next succeeding such notice, the Lessee shall pay to the Lessor an amount equal to the rental payment or payments in respect of such Unit due and payable on such date plus a sum equal to the Casualty Value (as hereinafter defined) of such Unit as of the date of such payment in accordance with the schedule referred to below. Upon the making of such payment by the Lessee in respect of any Unit, the rental for such Unit shall cease to accrue, the term of this Lease as to such Unit shall terminate and (except in the case of the loss, theft, or complete destruction of such Unit) the Lessor shall be entitled to recover possession of such Unit and the Lessee shall pay all costs of removal of such Unit and of freight to the place designated by Lessee for the disposal of the Unit as hereinafter set forth and any storage costs incurred until such disposal.

The Casualty Value of each Unit as of the payment date on which payment is to be made as aforesaid shall be an amount equal to the percentage of the Purchase Price of such Unit set forth in Schedule 2 hereto applicable to such payment date.

Whenever any Unit shall suffer a Casualty Occurrence after termination of this Lease at the expiration of the original or extended term thereof and before such Unit shall have been returned in the manner provided in § 14 hereof, the Lessee shall promptly and fully notify the Lessor with respect thereto and pay to the Lessor an amount equal to the Casualty Value of such Unit, which shall be 25% of the Purchase Price of such Unit (unless such termination occurs after the term of this Lease has been extended pursuant to § 13 hereof, in which case the amount of such Casualty Value shall be as agreed upon between the Lessor and the Lessee at the time of such extension). Upon the making of any such payment by the Lessee in respect of any Unit (except in the case of the loss, theft or complete destruction of such Unit), the Lessor shall be entitled to recover possession of such Unit.

The Lessor hereby appoints the Lessee its agent to dispose of any Unit suffering a Casualty Occurrence by reason of its being worn out, destroyed, irreparably damaged, or rendered permanently unfit for use under this Lease, at the best price obtainable on an "as is, where is" basis. Provided that the Lessee has previously paid the Casualty Value to the Lessor, has made any payments required by § 6 hereof and no Event of Default or event which, after notice or lapse of time or both, would have become an Event of Default shall have occurred and be continuing, the Lessee shall be entitled to a fee of ten percent (10%) of the proceeds of such sale and, in addition thereto, to the balance of the proceeds of such sale, after reimbursement to Lessor of its expenses incurred in connection with such sale, to the extent such proceeds do not exceed the Casualty Value of such Unit previously paid by Lessee; any excess shall be paid to the Lessor.

In the event of the requisition for use by the United States Government (the "Government") of any Unit during the term of this Lease or any renewal thereof which is not a Casualty Occurrence, all of the Lessee's obligations under this Lease with respect to such Unit, including, without limitation, the obligation to make rental payments as provided in § 3 hereof, shall continue to the same extent as if such requisition had not occurred, except that if such Unit is returned by the Government at any time after the end of the term of this Lease, the Lessee shall be obligated to return such Unit to the Lessor pursuant to § 11 or § 14 hereof, as the case may be, promptly upon such return by the Government rather than at the end of the term of this Lease, but the Lessee shall, in all other respects, comply with the provisions of said § 11 or § 14, as the case may be, with respect to such Unit. All payments received by the Lessor or the Lessee from the Government for the use of such Unit during the term of this Lease shall be paid over to, or retained by, the Lessee provided no Event of Default (or other event which, after notice or lapse of time or both, would become an Event of Default) shall have occurred and be continuing; and all payments received by the Lessor or the Lessee from the Government for the use of such Unit after the term of this Lease shall be paid over to, or retained by, the Lessor.

Except as hereinabove in this § 7 provided, the Lessee shall not be released from its obligations hereunder in the event of, and shall bear the risk of, any Casualty Occurrence to any Unit from and after delivery and acceptance thereof by the Lessee hereunder.

The Lessee will, at all times prior to the return of the Equipment to the Lessor, at its own expense, cause to be carried and maintained public liability (injury and property damage) insurance in amounts (but not less than \$10,000,000 per accident) and against risks customarily insured against by others in the Lessee's industry in respect of similar equipment. All such insurance shall be in such form and written by such companies as may be reasonably acceptable to the Lessor and Lender. All policies evidencing such insurance shall contain an agreement by the insurers that such policies shall not be cancelled or the amount of coverage thereof or persons covered thereunder adversely changed without at least 30 days' prior written notice to the Lessor and the Lender by the insurers or the insurers' authorized representative, as the case may be. All policies shall name the Lessor and Lender as additional assureds (as their interests may appear) so long as the indebtedness, if any, evidenced by the Security Documents shall not have been paid in full, and thereafter the Lessor and the Lessee as their interests may appear.

If the Lessor shall receive any condemnation payments in respect of a Unit suffering a Casualty Occurrence by reason of its condemnation or requisition for use, the Lessor shall, subject to the Lessee having made payment of the Casualty Value in respect of such Unit and provided that no Event of Default (or other event which, after notice or lapse of time or both, would become an Event of Default) shall have occurred and be continuing, pay such condemnation payments to the Lessee up to an amount equal to the Casualty Value with respect to a Unit paid by the Lessee and any balance of such condemnation payments shall remain the property of the Lessor.

§ 8. Reports and Inspection. On or before March 31 in each year, commencing with the calendar year 1980, the Lessee will furnish to the Lessor and the Lender (a) an accurate statement (i) setting forth as at the preceding December 31 the amount, description and numbers of all Units then leased hereunder and covered by the Security Documents, the amount, description and numbers of all Units that have suffered a Casualty Occurrence during the preceding calendar year or are then undergoing repairs (other than running repairs) or then withdrawn from use pending such repairs (other than running repairs) and such other information regarding the condition and state of repair of the Units as the Lessor or the Lender may reasonably request, (ii) stating that, in the case of all Units repainted or repaired during the period covered by such statement, the numbers and markings required by § 5 hereof and by the Security Documents have been preserved or replaced and (iii) setting forth a description of the insurance in effect with respect to the Equipment pursuant to § 7 hereof, and (b) a certification of insurance coverage from the Lessee's independent broker stating the amounts of such insurance in effect. The Lessor, at its sole cost and expense, shall have the right by its agents, to inspect the Units and the Lessee's records

with respect thereto at such reasonable times as the Lessor may request during the continuance of this Lease. The Lessee shall promptly notify the Lessor and the Lender of any material changes or any material proposed changes of which the Lessee has knowledge in its insurance coverage in effect with respect to the Equipment pursuant to § 7 hereof.

The Lessee shall furnish to the Lessor and Lender the reports required to be furnished to the Lessor pursuant to Exhibit A attached hereto. The Lessee will furnish the Lessor from time to time on request such reasonably requested information as the Lessee or the Lessor may be required to furnish to any person pursuant to the Security Documents.

§ 9.1 Disclaimer of Warranties; Compliance With Laws and Rules.

THE LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE UNITS DELIVERED TO THE LESSEE HEREUNDER, AND THE LESSOR MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE UNITS FOR ANY PARTICULAR PURPOSE OR AS TO TITLE TO THE UNITS OR ANY COMPONENT THEREOF, OR AS TO THE LESSEE'S RIGHT TO QUIET ENJOYMENT THEREOF (EXCEPT AS TO ACTS OF THE LESSOR), OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY UNITS, EITHER UPON DELIVERY THEREOF TO THE LESSEE OR OTHERWISE, it being agreed that all such risks, as between the Lessor and the Lessee are to be borne by the Lessee; but the Lessor hereby irrevocably appoints and constitutes the Lessee its agent and attorney-in-fact during the term of this Lease to assert and enforce from time to time, in the name of and for the account of the Lessor and/or the Lessee, as their interests may appear, at the lessee's sole cost and expense, whatever claims and rights the Lessor may have against the Builder under the provisions of Sections 6 and 7 of the Purchase Agreement; provided, however, that if at any time an Event of Default shall have occurred and be continuing, the Lessor may assert and enforce, at the Lessee's sole cost and expense, such claims and rights. Neither the Lessor nor the Lender shall have any responsibility or liability to the Lessee or any other person with respect to any of the following: (i) any liability, loss or damage caused or alleged to be caused directly or indirectly by any Units or by any inadequacy thereof or deficiency or defect therein or by any other circumstances in connection therewith; (ii) the use, operation or performance of any Units or any risks relating thereto; (iii) any interruption of service, loss of business or anticipated profits or consequential damages; or (iv) the delivery, operation, servicing, maintenance, repair, improvement or replacement of any Units. The Lessee's delivery of a Certificate of Inspection and Acceptance shall be conclusive evidence as between the Lessee and the Lessor that the Units described therein are in all the foregoing respects satisfactory to Lessee, and the Lessee will not assert any claim of any nature whatsoever against the Lessor based on any of the foregoing matters.

The Lessee agrees, for the benefit of the Lessor and the Lender, to comply in all respects (including without limitation, with respect to the use, maintenance and operation of each Unit) with all applicable laws of the jurisdictions in which its operations involving the Units may extend, with all rules of the Department of Transportation, the Interstate Commerce Commission and any other legislative, executive administrative or judicial body exercising any power or jurisdiction over the Units and with all applicable interchange rules,

to the extent that such laws and rules affect the title, operation or use of the Units, and in the event that, prior to the expiration of this Lease or any renewal thereof, such laws or rules require any alteration, replacement, addition or modification of or to any part on any Unit, the Lessee will conform therewith at its own expense; provided, however, that the Lessee may, upon written notice to the Lessor and Lender, at its own expense, in good faith, contest the validity or application of any such law or rule in any reasonable manner which does not, in the reasonable opinion of the Lessor or the Lender, adversely affect the property or rights of the Lessor or the Lender under this Lease or under the Security Documents. The Lessee, at its own cost and expense, may furnish other additions, modifications and improvements to the Units during the term of this Lease. Any additions, modifications and improvements made by the Lessee (other than additions, modifications and improvements required to maintain each Unit's eligibility for interchange service or to comply with the provisions of the first paragraph of § 7 or the first sentence of this paragraph) which are readily removable without causing material damage to the Units shall be owned by the Lessee and, provided Lessee shall repair the damage caused by such removal, may, except if an Event of Default or an event which, with the lapse of time and/or the giving of notice, or both, shall constitute an Event of Default, shall have occurred and then be continuing, be removed by the Lessee at any time during the term of this Lease or any renewal thereof and prior to the return thereof to the Lessor pursuant to § 14 hereof.

§ 9.2 Indemnification. The Lessee agrees to indemnify, protect and hold harmless the Lessor and the Lender from and against all losses, damages, injuries, liabilities, claims (including without limitation claims for strict liability in tort) and demands whatsoever, regardless of the cause thereof (except for Lessor's wilfull misconduct or gross negligence) and expenses in connection therewith, including, but not limited to, counsel fees and expenses, patent liabilities, penalties and interest, arising out of or as a result of the entering into or the performance of or the occurrence of an Event of Default hereunder or an Event of Default under the Security Documents arising as a result thereof, this Lease, the ownership of any Unit, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any Unit or any accident in connection with the operation, use, condition, possession, storage or return of any Unit resulting in damage to property or injury or death to any person, except as otherwise provided in § 14 of this Lease, or the transfer of title to the Equipment to or by the Lender pursuant to any provision of the Security Documents resulting from a default under this Lease. The indemnities arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Lease or the termination of this Lease and the return of the Units as provided in § 14 of this Lease; provided, however, that the foregoing indemnification shall not be deemed to operate as a guarantee of the Note Indebtedness or the residual value of any Unit. The amount the Lessee shall be required to pay with respect to any of its obligations under this paragraph shall include a payment to the indemnified party sufficient to restore such party to the same position, after considering the effect of such payment on its United States Federal income taxes and state and city income taxes or franchise taxes based on net income, that the

indemnified party would have been in had the liability or expense indemnified against not been incurred.

The Lessee further agrees to indemnify, protect and hold harmless the Lender and the Builder as third-party beneficiaries hereof from and against any and all liability, claims, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Lender or the Builder because of the use in or about the construction or operation of any of the Units of any article of material specified by the Lessee and not manufactured by the Builder or of any design, system, process, formula or combination specified by the Lessee and not developed or purported to be developed by the Builder which infringes or is claimed to infringe on any patent or other right. The Lessee will give notice to the Builder of any claim known to the Lessee from which liability may be charged against the Builder under the Purchase Agreement. The Lessee shall not be released from its obligations hereunder in the event of any damage to or the destruction or loss of any or all of the Units.

The Lessee agrees to prepare and deliver to the Lessor within a reasonable time prior to the required date of filing (or, to the extent permissible, file on behalf of the Lessor) any and all reports to be filed by the Lessor with any Federal, state or other regulatory authority by reason of the ownership by the Lessor of the Units or the leasing thereof to the Lessee.

§ 10. Default. If, during the continuance of this Lease, one or more of the following events (an "Event of Default") shall occur:

(a) default shall be made in payment of any amount provided for in § 3, § 7 or § 13 of this Lease and such default shall continue for five (5) business days, or default shall be made in payment of any other amount provided for in this Lease and such default shall continue for five (5) business days after written notice from the Lessor or the Lender to the Lessee specifying the default and demanding that the same be remedied;

(b) the Lessee shall make or permit any unauthorized assignment or transfer of this Lease, or any interest therein, or of the right to possession of the Units, or any thereof;

(c) default shall be made in the observance or performance of any other of the covenants, conditions and agreements on the part of the Lessee contained herein, in the Consent and Agreement, in the Purchase Agreement Assignment, or in the Participation Agreement continuing for thirty (30) days after written notice from the Lessor or the Lender to the Lessee specifying the default and demanding that the same be remedied;

(d) a petition for reorganization under Section 77 of the Bankruptcy Act, as now constituted or as hereafter amended, shall be filed by or against the Lessee (or either of them) and, unless such petition shall have been dismissed, nullified, stayed or otherwise rendered ineffective (but then only so long as such stay

shall continue in force or such ineffectiveness shall continue), all the obligations of the Lessee under this Lease and the Consent and Agreement shall not have been and shall not continue to have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees appointed (whether or not subject to ratification) in such proceedings in such manner that such obligations shall have the same status as expenses of administration and obligations incurred by such trustee or trustees, within 30 days after such appointment, if any, or 60 days after such petition shall have been filed, whichever shall be earlier; or

(e) any other proceedings shall be commenced by or against the Lessee or either of them for any relief which includes, or might result in, any modification of the obligations of the Lessee hereunder, under any bankruptcy or insolvency laws, or laws relating to the relief of debtors, readjustments of indebtedness, reorganizations, arrangements, compositions or extensions (other than a law which does not permit any readjustments of the obligations of the Lessee hereunder or under the Consent and Agreement), and, unless such proceedings shall have been dismissed, nullified, stayed or otherwise rendered ineffective (but then only so long as such stay shall continue in force or such ineffectiveness shall continue), all the obligations of the Lessee under this Lease and the Consent and Agreement shall not have been and shall not continue to have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees or receiver or receivers appointed (whether or not subject to ratification) for the Lessee or for the property of the Lessee in connection with any such proceedings in such manner that such obligations shall have the same status as expenses of administration and obligations incurred by such a trustee or trustees or receiver or receivers, within 30 days after such appointment, if any, or 60 days after such proceedings shall have been commenced, whichever shall be earlier;

(f) any representation or warranty of the Lessee contained herein or in the Participation Agreement shall be, when made, or, if such representation or warranty shall be continuing, shall become, inaccurate in any material respect;

(g) the Lessee shall fail to provide and maintain insurance as and if required under § 7. hereof;

then, in any such case, the Lessor, at its option, may:

(i) proceed by appropriate court action or actions either at law or in equity, to enforce performance by the Lessee (or either of them) of the applicable covenants of this Lease or to recover damages for the breach thereof; or

(ii) by notice in writing to the Lessee terminate this Lease, whereupon all rights of the Lessee (and each of them) to the use of the Units shall terminate as though this Lease had never been made, but the Lessee (and each of them) shall remain liable as

herein provided; and thereupon the Lessor may, by its agents, enter upon the premises of the Lessee or other premises where any of the Units may be and take possession of all or any of such Units and thenceforth hold, sell, operate, lease to others and enjoy the same free from any right of the Lessee to use the Units for any purposes whatever and without any duty to account to the Lessee for such action or inaction or for any proceeds arising therefrom; but the Lessor shall, nevertheless, have a right to recover from the Lessee any and all amounts which, under the terms of this Lease, may be then due or which may have accrued to the date of such termination (computing the rental for any number of days less than a full rental period by multiplying the rental for such full rental period by a fraction of which the numerator is such number of days and the denominator is the total number of days in such full rental period) and also to recover forthwith from the Lessee as liquidated damages for loss of the bargain and not as a penalty whichever of the following amounts the Lessor, in its sole discretion, shall specify: (x) a sum, with respect to each Unit, equal to the excess of the present value, at the time of such termination, of the entire unpaid balance of all rental for such Unit which would otherwise have accrued hereunder from the date of such termination to the end of the term of this Lease as to such Unit over the then present value of the rental which the Lessor reasonably estimates to be obtainable for the Unit during such period, such present value to be computed in each case on the basis of 10% per annum discount, compounded quarter-annually from the respective dates upon which rentals would have been payable hereunder had this Lease not been terminated, provided, however, that in the event that the Lessor shall have rented any Unit, then the reasonably estimated rental with respect to any such rental period shall be equal to that rental actually obtained by Lessor during such rental period; or (y) an amount equal to the excess, if any, of the Casualty Value as of the rental payment date on or next preceding the date of termination over the amount the Lessor reasonably estimates to be the sales value of such Unit at such time; provided, however, that in the event the Lessor shall have sold any Unit, the Lessor, in lieu of collecting any amounts payable to the Lessor by the Lessee pursuant to the preceding clauses (x) and (y) of this clause (ii) with respect to such Unit, may, if it shall so elect, demand that the Lessee pay the Lessor and the Lessee shall pay to the Lessor on the date of such sale, as liquidated damages for loss of a bargain and not as a penalty, an amount equal to the excess, if any, of the Casualty Value for such Unit, as of the rental payment date on or next preceding the date of termination over the net proceeds of such sale.

In addition, the Lessee shall be liable, except as otherwise provided above, for any and all unpaid amounts due hereunder before, during or after the exercise of any of the foregoing remedies and for all reasonable attorneys' fees and other costs and expenses incurred by reason of

the occurrence of any Event of Default or the exercise of the Lessor's remedies with respect thereto, including all costs and expenses incurred in connection with the return of any Unit.

The remedies in this Lease provided in favor of the Lessor shall not be deemed exclusive, but shall be cumulative and may be exercised concurrently or consecutively, and shall be in addition to all other remedies in its favor existing at law or in equity. The Lessee hereby waives (i) any mandatory requirements of law, now or hereafter in effect, which might limit or modify the remedies herein provided, to the extent that such waiver is not, at the time in question, prohibited by law and (ii) any and all existing or future claims to any offset against the rental payments due hereunder, and agrees to make such payments regardless of any offset or claim which may be asserted by the Lessee or on its behalf. The failure of the Lessor to exercise the rights granted it hereunder upon the occurrence of any of the contingencies set forth herein shall not constitute a waiver of any such right upon the continuation or recurrence of any such contingencies or similar contingencies.

Except as otherwise provided in this Lease, the Lessee, to the full extent permitted by law, hereby waives all statutory or other legal requirements for any notice of any kind, notice of intention to take possession of or to sell or lease the Equipment, or any one or more Units thereof, and any other requirements as to the time, place and terms of the sale or lease thereof, any other requirement with respect to the enforcement of the Lessor's rights under this Lease and any and all rights of redemption.

§ 11. Return of Units Upon Default. If this Lease shall terminate pursuant to § 10 hereof, the Lessor may, upon such further notice, if any, as may be required for compliance with any mandatory legal requirements then in force and applicable to the action to be taken by the Lessor, take or cause to be taken by its agent or agents, immediate possession of each of the Units, and may remove the same from possession and use of the Lessee or any other person and for such purpose may enter upon the premises of the Lessee or any other premises where the Units may be located and may use and employ in connection with such removal any supplies, services and aids and any available trackage and other facilities of the Lessee, subject to all mandatory requirements of due process of law.

If this Lease shall terminate pursuant to § 10 hereof, the Lessee shall forthwith deliver possession of the Units to the Lessor and shall give prompt telegraphic notice to the Association of American Railroads and all railroads having possession of any Unit so to return such Units. Each Unit so delivered shall (i) be in the same operating order, repair and condition as when originally delivered to the Lessee, ordinary wear and tear excepted and (ii) meet the standards then in effect under the Interchange Rules of the Association of American Railroads, if applicable, or such comparable standards as may then be in effect. For the purpose of delivering possession of any Unit or Units to the Lessor as above required, the Lessee shall:

(a) forthwith and in the usual manner, place such Units upon such storage tracks of the Lessee or any of its affiliates or any other railroad as the Lessor shall be able to reasonably designate, and Lessee shall be responsible for all additional storage expenses;

(b) permit the Lessor to store such Units on such tracks at the risk of the Lessee without charge for insurance, rent or storage until such Units have been sold, leased or otherwise disposed of by the Lessor; and

(c) transport the same to any place on the lines of railroad operated by the Lessee or any of its affiliates or to any connecting carrier for shipment, all as directed by the Lessor.

The assembling, delivery, storage, insurance and transporting of the Units as hereinbefore provided shall be at the expense and risk of the Lessee and are of the essence of this Lease, and upon application to any court of equity having jurisdiction in the premises, the Lessor shall be entitled to a decree against the Lessee requiring specific performance of the covenants of the Lessee so to assemble, deliver, store and transport the Units. During any storage period, the Lessee will, at its own cost and expense, maintain and keep the Equipment in good order and repair and will permit the Lessor or any person designated by it, including the authorized representative or representatives of any prospective purchaser, lessee or user of any such Unit, to inspect the same. All amounts earned in respect of the Units after the date of termination of this Lease shall belong to the Lessor and, if received by the Lessee, shall be promptly turned over to the Lessor. In the event any Unit is not assembled, delivered and stored, as hereinabove provided, within 60 days after such termination, the Lessee shall, in addition, pay to the Lessor for each day after such termination an amount equal to the amount, if any, by which .031627% of the Purchase Price of such Unit exceeds the actual earnings received by the Lessor on such Unit for each such day; such payment shall not affect the obligation of the Lessee to redeliver the Equipment pursuant to the first sentence of this paragraph.

Without in any way limiting the obligation of the Lessee under the foregoing provisions of this § 11, the Lessee hereby irrevocably appoints the Lessor as the agent and attorney of the Lessee, with full power and authority, at any time while the Lessee is obligated to deliver possession of any Unit to the Lessor, to demand and take possession of such Unit in the name and on behalf of the Lessee from whomsoever shall be in possession of such Unit at the time.

§ 12. Assignment; Possession and Use. This Lease shall be assignable in whole or in part by the Lessor without the consent of the Lessee, but the Lessee shall be under no obligation to any assignee of the Lessor except upon written notice of such assignment from the Lessor. All the rights of the Lessor hereunder (including, but not limited to, the rights under §§ 6, 7, 9 and 10 and the rights to receive the rentals payable under this Lease) shall inure, to the extent assigned, to the benefit of the Lessor's assigns (including the Lender); and, if this Lease is assigned to the Lender, the fact that the Lender is specifically named herein in certain provisions shall not be construed as limiting the rights assigned to the Lender pursuant to such assignment.

So long as no Event of Default or event which, after notice or lapse of time or both, would become an Event of Default under the Lease or the Security Documents shall have occurred and be continuing, the Lessee shall be entitled to the possession and use of the Units in accordance with the terms of this Lease, but, without the prior written consent of the Lessor and the Lender and further provided that any such assignment or transfer shall be expressly subordinate to the rights of Lessor and Lender, the Lessee shall not assign or transfer its leasehold interest under this Lease in the Units or any of them. The Lessee, at its own expense, will promptly pay or discharge any and all sums claimed by any party which, if unpaid, might become a lien, charge, security interest or other encumbrance (other than an encumbrance created by the Lessor or the Lender or resulting from claims against the Lessor or Lender not related to the ownership of the Units, the leasing thereof or the Lender's security interest therein) upon or with respect to any Unit or the interest of the Lessor, the Lender or the Lessee therein, and will promptly discharge any such lien, claim, security interest or other encumbrance which arises. The Lessee shall not, without the prior written consent of the Lessor and Lender, part with the possession or control of, or suffer or allow to pass out of its possession or control, any of the Units, except to the extent permitted by the provisions of the immediately succeeding paragraph hereof.

So long as no Event of Default or event which, after notice or lapse of time or both, would become an Event of Default under the Lease shall have occurred and be continuing, the Lessee shall be entitled to the possession of the Units and shall also be entitled (i) to the use of the Units by it or any affiliate upon lines of railroad owned or operated by it or any affiliate or upon lines of railroad over which the Lessee or any such affiliate has trackage or other operating rights or over which railroad equipment of the Lessee or any such affiliate is regularly operated pursuant to contract, and (ii) to permit the use of the Units upon connecting and other carriers in the usual interchange of traffic or pursuant to run-through agreements, provided, however, that the Lessee shall not assign or permit the assignment of any Unit to service involving the regular operation and maintenance thereof outside the United States of America; provided, further, however, that Lessee shall not permit more than fifteen (15) percent of the Units to be outside the United States at any time.

Nothing in this § 12 shall be deemed to restrict the right of the Lessee to assign or transfer its leasehold interest under this Lease in the Units or possession of the Units to any railroad corporation incorporated under the laws of any state of the United States of America or the District of Columbia (which shall have duly assumed the obligations of the Lessee hereunder, under the Participation Agreement and under the Consent and Agreement) into or with which the Lessee shall have become merged or consolidated or which shall have acquired or leased all or substantially all the lines of railroad of the Lessee; provided, however, (i) that such assignee, lessee or transferee will not, upon the effectiveness of such merger, consolidation, lease or acquisition be in default under any provision of this Lease or the Participation Agreement, (ii) such assignee, lessee or transferee shall be of a character so that after

giving effect to such merger, consolidation, lease or acquisition, the ability of the assignee, lessee or transferee to perform the obligations of the Lessee hereunder shall not, in the reasonable opinion of the Lessor and the Lender, be adversely affected, which opinion shall be requested of Lessor and Lender by written notice delivered not less than thirty (30) days prior to the prospective effective date of any such merger, consolidation, lease or acquisition, and, if forthcoming, shall be delivered by Lessor and Lender at least five (5) days prior to such effective date, the failure of Lessor and/or Lender to respond to any such request by at least five (5) days prior to such effective date being deemed to constitute the approval of such party thereto, and (iii) that such acquisition or lease of railroad lines of the Lessee shall not alter in any way the Lessee's obligation to the Lessor and Lender hereunder which shall be and remain those of a principal and not a surety.

§ 13. Renewal Options and Purchase Option. The Lessor intends to retain the Units for re-lease at the expiration of the term of this Lease. Provided that this Lease has not been earlier terminated and the Lessee is not in default hereunder or under any other agreement with Lessor, the Lessee may, by written notice delivered to the Lessor not less than seven (7) months nor more than nine months prior to the end of the original term or the first extended term of this Lease, elect to extend the term of this Lease in respect of all but not fewer than all of the Units then covered by this Lease, for a two-year term commencing on the scheduled expiration of the original term or the first extended term of this Lease, as the case may be. Such extension shall be on the same terms and conditions as are contained in this Lease, except as to the amount of rentals, which shall be at a "Fair Market Rental" (as defined in this § 13) payable quarterly in arrears, and except as to applicable Casualty Values, which shall be as agreed upon between the Lessor and the Lessee at the time of such extension.

Provided that this Lease has not been earlier terminated and the Lessee is not in default hereunder, the Lessee may, by written notice delivered to the Lessor not less than seven months nor more than nine months prior to the end of the original term or any extended term of this Lease, elect to purchase all but not fewer than all of the Units then covered by this Lease at a Fair Market Purchase Price (as defined in this § 13) payable at the end of the then current term of this Lease.

Fair Market Rental and Fair Market Purchase Price shall be determined on the basis of, and shall be equal in amount to, the rental or purchase price, as the case may be which would obtain in an arm's length transaction between an informed and willing lessee or purchaser (other than (1) a lessee currently in possession and (2) a used equipment dealer) and an informed and willing lessor or seller, as the case may be, under no compulsion to lease or sell and, in such determination, costs of removal from the location of current use shall not be a deduction from such Fair Market Rental or Fair Market Purchase Price. If, after 60 days from the giving of notice by the Lessee of the Lessee's election to extend the term of this Lease or to exercise its purchase option, the Lessor and the Lessee are unable to agree upon a determination of the Fair Market Rental or Fair Market Purchase Price of the Units, the same shall be determined in accordance with the foregoing definition by the following procedure: If either party to such determination shall have given written notice to the other requesting determination thereof by this appraisal procedure, the parties shall consult for the purpose of appointing a qualified independent appraiser by mutual agreement. If no

such appraiser is so appointed within 20 business days after such notice is given, either party may apply, to make such appointment, to the American Arbitration Association, and both parties shall be bound by any appointment so made. Any appraiser appointed pursuant to the foregoing procedure shall be instructed to determine the Fair Market Rental or Fair Market Purchase Price, as the case may be, of the Units within 90 days after his appointment. If, because of their use hereunder or otherwise, any of the Units shall not be available for inspection at reasonably designated times and places, such appraiser shall be authorized and entitled to assume in delivering his report hereunder that such Units are in good condition and that Lessee has fulfilled with respect thereto all of its obligations hereunder. If the parties shall have appointed a single appraiser, the determination of the single appraiser appointed shall be final. The appraisal proceedings shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association as in effect on the date hereof, except as modified hereby. The provision for this appraisal procedure shall be the exclusive means of determining Fair Market Rental and Fair Market Purchase Price and shall be in lieu of any judicial or other procedure for the determination thereof, and each party hereto hereby consents and agrees not to assert any judicial or other procedures. The expenses of the appraisal procedure shall be borne equally by the Lessee and the Lessor.

§ 14. Return of Units Upon Expiration of Lease Term. As soon as practicable on or after the termination of the term of this Lease otherwise than pursuant to § 10 hereof (and in any event not later than 90 days after the termination of the term of this Lease), the Lessee will, at its own costs and expense, at the request of the Lessor, cause each Unit to be transported to the point or points listed on Schedule 3 attached hereto as shall be designated by the Lessor at least four (4) months immediately prior to such termination; the assembly, delivery, and transporting of each Unit to be at the expense and risk of the Lessee. The assembling, delivery, and transporting of the Units as hereinbefore provided are of the essence of this Lease, and upon application to any court of equity having jurisdiction in the premises, the Lessor shall be entitled to a decree against the Lessee requiring specific performance of the covenants of the Lessee so to cause the assembly, delivery, and transporting of the Units. Each Unit returned to the Lessor pursuant to this § 14 shall (i) be in the same operating order, repair and condition as when originally delivered to the Lessee, reasonable wear and tear excepted, and (ii) meet the standards then in effect under the Interchange Rules of the Association of American Railroads, if applicable, or such comparable standards as may then be in effect. Lessee further agrees, at Lessor's request, to paint over Lessee's markings.

In the event all Units are not returned to Lessor at the termination of the Lease, Lessee shall pay to Lessor the Fair Market Rental for each Unit not so returned for each day from the termination of the Lease to the day such Unit is returned in accordance with the provisions of this Section 14. The amounts to be paid under the preceding sentence shall be due and payable on the first day of each month subsequent to the termination of the Lease, such payments to be made by immediately available funds wire transferred to a Bank designated by Lessor. Lessee shall deliver to Lessor on each date such payments are to be made a statement as to the computation and correctness of such payments.

In the event that all Units are not returned to Lessor within ninety (90) days after the termination of the Lease, Lessor shall be free to exercise all legal and equitable remedies to compel Lessee to return such cars and seek recovery for damages for failure to do so. For the purposes of this Section 14, the provisions of the last seven sentences of Section 13 hereof shall be applicable to the determination of Fair Market Rental, except that (i) during the twenty-day period provided for discussions relative to the appointment of an independent qualified appraiser, the parties shall also consult with each other for the purpose of agreeing upon a Fair Market Rental, the appointment of such appraiser to be made only if the parties fail to reach such agreement, (ii) the appraiser, if appointed, shall be instructed to determine the Fair Market Rental within twenty (20) days after his appointment in lieu of the ninety (90) day period provided in Section 13 and (iii) the expenses of the appraisal procedure shall be borne solely by Lessee.

§ 15. Recording. The Lessee, at its own expense, will cause this Lease, the Lease Assignment, the Security Agreement and any assignments hereof or thereof to be filed with the Interstate Commerce Commission pursuant to 49 U.S.C § 11303 and the Lease and the Lease Assignment to be deposited with the Registrar General of Canada (and notice of such deposit to be given forthwith in The Canada Gazette) pursuant to Section 86 of the Railway Act of Canada. The Lessee will undertake the filing, registering, deposit, and recording required of the Lessor under the Security Documents and will, from time to time, do and perform any other act and will execute, acknowledge, deliver, file, register, record (and will refile, reregister, deposit and redeposit or rerecord whenever required) any and all further instruments required by law or reasonably requested by the Lessor or the Lender for the purpose of proper protection, to their satisfaction, of the Lender's and the Lessor's respective rights in the Units, or for the purpose of carrying out the intention of this Lease, the Security Documents and the assignments hereof and thereof to the Lender; and the Lessee will promptly furnish to the Lender and the Lessor evidence of all such filing, registering, depositing, recording and other acts which may be required under this § 15, and an opinion or opinions of counsel for the Lessee with respect thereto satisfactory in form and substance to the Lender and the Lessor except that such opinion shall not opine as to the effect of any filing in Canada. This Lease and the Security Documents shall be filed with the Interstate Commerce Commission, the Lease to be filed prior to the delivery and acceptance hereunder of any Unit and the Security Documents to be filed prior to the Closing Date (as defined in the Participation Agreement) and the Lease and the Lease Assignment deposited with the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada and provision made for publication of notice of such deposit in The Canada Gazette within 21 days after the execution thereof.

§ 16. Interest on Overdue Rentals. Anything to the contrary herein contained notwithstanding, any nonpayment of rentals and other obligations due hereunder shall result in the obligation on the part of the Lessee promptly to pay, to the extent legally enforceable, interest at a rate per annum equal to 15% (or the maximum per annum rate of interest permitted by law, whichever is less) on the overdue rentals and other obligations for the period of time during which they are overdue.

§ 17. Notices. Any notice required or permitted to be given by either party hereto to the other shall be deemed to have been given when mailed, first class, postage prepaid, addressed as follows:

(a) if to the Lessor, 777 Main Street, Hartford, Connecticut 06115, attention: Lease Financing Department, with a copy to Lease Financing Corporation, Suite 400, Three Radnor Corporate Center, 100 Matsonford Road, Radnor, Pennsylvania 19087, attention President; and

(b) if to the Lessee, at 1100 Centre Square East, 1500 Market Street, Philadelphia, Pennsylvania 19102, attention: Vice President-Finance

or addressed to either party at such other address as such party shall hereafter furnish to the other party in writing. Copies of each such notice shall be given in the same manner to the Lender:

The Life Insurance Company of Virginia
P. O. Box 27424
Richmond, Virginia 23261

Attention: James L. Londrey, Vice President

§ 18. Severability; Effect and Modification of Lease. Any provision of this Lease which is prohibited or unenforceable in any jurisdiction shall be, as to such jurisdiction, ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

This Lease exclusively and completely states the rights of the Lessor and the Lessee with respect to the leasing of the Units and supersedes all other agreements, oral or written, with respect thereto. No variation or modification of this Lease and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized signatories for the Lessor and the Lessee.

§ 19. Obligations of Lessee. Pickens Railroad Company and National Railway Utilization Corporation are each jointly and severally liable hereunder to the same extent and purpose as if each were the sole Lessee, and any event of default by either shall not excuse or constitute a defense to performance by the other of all obligations under the Lease.

§ 20. Right of Lessor to Perform. If any event set forth in

clauses (c) and (f) of the first paragraph of § 10 hereof occurs, the Lessor may, after the expiration of any notice periods specified therein, observe or perform any such covenants, conditions and agreements of the Lessee, the non-observance or non-performance of which caused such default, in order to cure such default. Lessee hereby agrees that the amount of any payment made in connection therewith and the amount of the reasonable expenses of the Lessor incurred in connection with such observance or performance, together with interest at the rate of 15% per annum (or the maximum per annum rate of interest permitted by law, whichever is less) on such amounts from the time such payment shall be payable by the Lessee upon demand of the Lessor.

§ 21. Successors and Assigns. This Lease will bind and inure to the benefit of the respective successors and permitted assigns of the parties hereto.

§ 22. Execution. This Lease may be executed in several counterparts, such counterparts together constituting but one and the same instrument, but the counterpart delivered to the Lender pursuant to the Lease Assignment shall be deemed to be the original and all other counterparts shall be deemed duplicates thereof. Although for convenience this Lease is dated as of the date first set forth above, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgements hereto annexed.

§ 23. Law Governing. The terms of this Lease and all rights and obligations hereunder shall be governed by the laws of the Commonwealth of Pennsylvania; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date first above written.

(Corporate Seal)

HARTFORD NATIONAL BANK AND TRUST COMPANY

Attest:

By _____
Title Vice President

Assistant Cashier

(Corporate Seal)

PICKENS RAILROAD COMPANY

Attest:

By _____
Title Vice President

Assistant Secretary

NATIONAL RAILWAY UTILIZATION CORPORATION

(Corporate Seal)

Attest:

By _____
Title Vice President_____
Assistant Secretary

The above Lease and all lease rentals and certain other payments derived therefrom are subject to a security interest in favor of a certain lender under a certain Security Agreement dated as of the date hereof. This Lease has been executed in eight counterparts of which this is Counterpart No. _____. To the extent that this Lease constitutes "chattel paper" or other collateral within the meaning of the Uniform Commercial Code in effect in any jurisdiction, only the counterpart stamped or marked "Counterpart Number 1" shall constitute such chattel paper or other collateral.

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF PHILADELPHIA)

On this _____ day of September _____, 1979, before me personally appeared Charles P. Turnburke, to me personally known, who, being by me duly sworn, says that he is Vice President of NATIONAL RAILWAY UTILIZATION CORPORATION, that one of the seals 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.

Notary Public

SEAL

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF PHILADELPHIA)

On this _____ day of September _____, 1979, before me personally appeared Charles P. Turnburke, to me personally known, by me duly sworn, says that he is Vice President of PICKENS RAILROAD COMPANY, that one of the seals 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.

Notary Public

SEAL

My Commission Expires:

LEASE OF RAILROAD EQUIPMENTSCHEDULE I

Builder: Whittaker Corporation
(Berwick Forge & Fabricating Division)

Quantity: 50

Description: 50' 6", 70-ton, Plate "C", Rigid Underframe
Boxcars with 10'0" Sliding Doors (Type XM)

Road Numbers: NSL 160000 through NSL 160049 (both inclusive)

Markings: OWNERSHIP SUBJECT TO A SECURITY AGREEMENT
FILED UNDER THE INTERSTATE COMMERCE ACT

Purchase Price-Unit: \$40,550

Purchase Price-Total: \$2,027,500

SCHEDULE 2 TO LEASE
CASUALTY VALUES

<u>Rental Payment No.</u>	<u>Percentage of Purchase Price</u>	<u>Rental Payment No.</u>	<u>Percentage of Purchase Price</u>
Interim	112.28	31	78.22
1	109.43	32	77.36
2	111.81	33	76.50
3	113.50	34	73.54
4	114.57	35	72.56
5	115.02	36	71.57
6	113.99	37	70.54
7	114.04	38	67.38
8	114.35	39	66.25
9	114.88	40	65.11
10	113.56	41	63.93
11	113.95	42	60.62
12	114.33	43	59.33
13	107.62	44	58.04
14	106.03	45	56.71
15	106.13	46	53.29
16	106.21	47	51.84
17	106.27	48	50.40
18	104.12	49	48.91
19	104.04	50	45.45
20	103.93	51	43.84
21	96.73	52	42.25
22	94.45	53	40.60
23	94.06	54	37.15
24	93.66	55	35.38
25	93.23	56	33.63
26	90.53	57	31.86
27	89.97	58	28.58
28	89.40	59	26.78
29	81.74	60	25.00
30	79.05		

SCHEDULE 3 TO LEASE
DELIVERY POINTS

Upon the expiration or termination of the Lease, the points or areas in which Lessor may designate a yard or yards to which the Units are to be delivered are as follows:

1. Chicago, Illinois
2. New York, New York
3. St. Louis, Missouri
4. Washington, D. C.
5. Atlanta, Georgia
6. Pittsburgh, Pennsylvania
7. Cleveland, Ohio
8. Kansas City, Kansas/Missouri

Reports

1. Financial Information: The Lessee will deliver or cause to be delivered to the Lessor and to the Lender (i) as soon as available, and in any event within 90 days after the end of the applicable accounting period, copies of the consolidated balance sheet of the Lessee as of the end of its first, second and third quarterly accounting periods in each of its fiscal years and copies of the related consolidated statements of income and retained earnings of the Lessee for the portion of its fiscal year ended with the last day of such quarterly accounting period, all in reasonable detail and stating in comparative form the figures for the corresponding date and period in the previous fiscal year, (ii) as soon as available, and in any event within 120 days after the end of each fiscal year, copies, in comparative form with the preceding fiscal year, of the consolidated balance sheet of the Lessee as at the end of such fiscal year, and of the statements of income and retained earnings of the Lessee for such fiscal year, all in reasonable detail and stating in comparative form the consolidated figures as of the end of and for the previous fiscal year, and certified by independent public accountants of recognized national standing, (iii) as soon as available, a copy of each published financial report and, if requested in writing, the Annual Report to the Interstate Commerce Commission which is required to be filed by the Lessee and (iv) with reasonable promptness, such other data and information as from time to time may be reasonably requested.
2. Certificate as to Defaults:
 - a. The Lessee will deliver or cause to be delivered to the Lessor and the Lender (i) as soon as available and in any event within 120 days after the end of each fiscal year, a certificate signed by the President, any Vice President or the senior financial officer of the Lessee stating that a review of the activities of the Lessee during such year has been made under his supervision with a view to determining whether the Lessee has kept, performed and fulfilled all of its obligations under the Lease and that, to the best of his knowledge, the Lessee, during such year, has kept, performed and fulfilled each and every covenant, obligation and condition contained in the Lease, or, if a default shall exist or have existed, specifying such default and the nature and status thereof.
 - b. The Lessee will deliver or cause to be delivered to Lessor and to Lender, promptly upon any responsible officer's becoming aware of any condition which constitutes an Event of Default under the Lease or which, after notice or lapse of time or both, would constitute such an Event of Default, written notice specifying such condition and the nature and status thereof. For the purposes of this paragraph, a "responsible officer" shall mean, with respect to the subject matter of any covenant, agreement or obligation of the Lessee in this Lease contained, any corporate official of the Lessee who, in the normal performance of his operational responsibilities, would have knowledge of such matter and the requirements of this Lease with respect thereto.

EXHIBIT C

PROMISSORY NOTE
(NON-RECOURSE)

\$1, 419, 250

Hartford, Connecticut
September , 1979

HARTFORD NATIONAL BANK AND TRUST COMPANY, a national banking association ("Maker"), for value received, hereby promises to pay to the order of THE LIFE INSURANCE COMPANY OF VIRGINIA, a Virginia corporation ("Payee"), P.O. Box 27424, Richmond, Virginia 23161, or at such other place in the United States as the holder hereof may from time to time designate in writing to the Maker, the principal sum of ONE MILLION FOUR HUNDRED NINETEEN THOUSAND TWO HUNDRED FIFTY DOLLARS (\$1, 419, 250), together with interest thereon at an annual rate of 11.5%, in 61 consecutive quarterly installments beginning on October 1, 1979, and continuing on the same day of each quarter thereafter to and including October 1, 1994, in the following amounts:

On October 1, 1979, a payment in the amount of the interest accrued for each day from and including the date hereof to October 1, 1979;

On January 1, 1980, and on the same day of each quarter thereafter to and including October 1, 1994, a payment in the amount applicable to such payment date as set forth on Schedule A attached hereto.

Interest hereunder shall be computed on the basis of a 360-day year of twelve 30-day months.

This Note is secured under and is subject to the terms of a security agreement between Maker and Payee, dated as of September 10, 1979 ("Security Agreement"), which assigns and grants to Payee a security interest in that certain lease under which National Railway Utilization Corporation and Pickens Railroad Company are lessees and Maker is lessor, dated as of September 10, 1979, Lease No. Y179-1290.5 (the "Lease"), and in the units of railway rolling stock which are the subject of such Lease. Reference is hereby made to the Security Agreement for the terms under which this Note is secured and payable. Presentment, notice of dishonor and protest are hereby waived by Maker and all sureties, guarantors and endorsers hereof.

If any installment due hereunder is not paid on the due date thereof, an amount equal to interest at a rate per annum equal to 15% (or the maximum per annum rate of interest permitted by law, whichever is less) shall be due and payable on such installment from and including the date such installment was due until such installment is paid.

All sums received by Maker or Payee as assignee pursuant to Section 7 of the Lease, as well as the net proceeds received upon any sale or disposition of any of the equipment in respect of which this Note was issued, shall be applied to the prepayment of this Note in accordance with the provisions of the Security Agreement. In the event of any prepayment of this Note pursuant to the provisions of this paragraph, the amount of the installments thereafter coming due hereunder shall be reduced by an amount which bears the same proportion to the installments which would have been due hereunder, except for such prepayment, as the proportion of the principal amount so prepaid bears to the total remaining principal balance hereof due and owing immediately prior to such prepayment. Except as hereinbefore provided and as otherwise provided in the Security Agreement, this Note shall not be prepayable in whole or in part.

ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, EXCEPT AS PROVIDED IN THE NEXT PARAGRAPH OF THIS NOTE, THIS NOTE IS A NON-RECOURSE OBLIGATION OF THE MAKER AND THE LIABILITY OF THE MAKER TO MAKE PAYMENTS OF PRINCIPAL OF AND INTEREST ON THIS NOTE IS LIMITED SOLELY TO "INCOME AND PROCEEDS FROM THE EQUIPMENT" AS DEFINED IN THE SECURITY AGREEMENT AND NO HOLDER OF THIS NOTE SHALL HAVE RECOURSE TO THE MAKER OR TO ANY OTHER ASSETS OF THE MAKER IN THE EVENT THAT SUCH INCOME AND PROCEEDS FROM THE EQUIPMENT SHALL NOT BE SUFFICIENT FULLY TO DISCHARGE THE LIABILITY OF THE MAKER HEREUNDER. For recovery upon default by Maker in the payment of amounts due hereunder, including, without limitation, any interest due or any installment not paid when due, the holder hereof shall have resort to the "income and proceeds from the Equipment" and not to any other of Maker's property. Nothing herein shall restrict the holder hereof from instituting a suit or obtaining a judgment against Maker or from exercising any other right or remedy under the Security Agreement; provided, however, that any judgment entered in any action for recovery of amounts due hereunder against Maker shall not be a lien against any other property of Maker, and such holder shall execute and deliver all documents and take all such other action as may be necessary to release of record from any such lien such other property of Maker.

Nothing contained in the foregoing shall be deemed to limit or release Maker from any direct and personal liability of Maker for Maker's breach of its representations, warranties and agreements contained in Paragraph A. of the Security Agreement. The terms of this Note and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, this Promissory Note has been duly executed and delivered as of the date first above written.

[Corporate Seal]

HARTFORD NATIONAL BANK AND TRUST
COMPANY

Attest:

By: _____
Vice President

Assistant Cashier

SCHEDULE "A"

Distribution of Lease Rentals
 Due Hartford Nat. Bank & Trt. Co., Lessor
 From National Railway Util. Corp., Lessee

Lease No. 179-1290.5

P R O M I S S O R Y N O T E
 AT .11500000 INTEREST ACCRUING 10/ 1/79

PAYMENT NUMBER	DUE DATE	RENT	TO HARTFORD:::	TOTAL P&I	INTEREST	PRINCIPAL	BALANCE
							1419250.00
YEAR 80							
1	1 1	57710.75	16907.31	40803.44	40803.44	.00	1419250.00
2	4 1	57710.75	16907.31	40803.44	40803.44	.00	1419250.00
3	7 1	57710.75	16907.31	40803.44	40803.44	.00	1419250.00
4	10 1	57710.75	16907.31	40803.44	40803.44	.00	1419250.00
ANNUAL TOTALS		230843.00	67629.24	163213.76	163213.76	.00	
YEAR 81							
5	1 1	57710.75	16907.31	40803.44	40803.44	.00	1419250.00
6	4 1	57710.75	16907.31	40803.44	40803.44	.00	1419250.00
7	7 1	57710.75	15022.01	42688.74	40803.44	1885.30	1417364.70
8	10 1	57710.75	5291.59	52419.16	40749.24	11669.92	1405694.78
ANNUAL TOTALS		230843.00	54128.22	176714.78	163159.56	13555.22	
YEAR 82							
9	1 1	57710.75	5291.59	52419.16	40413.72	12005.44	1393689.34
10	4 1	57710.75	5291.59	52419.16	40068.57	12350.59	1381338.75
11	7 1	57710.75	5291.59	52419.16	39713.49	12705.67	1368633.08
12	10 1	57710.75	5291.59	52419.16	39348.20	13070.96	1355562.12
ANNUAL TOTALS		230843.00	21166.36	209676.64	159543.98	50132.66	
YEAR 83							
13	1 1	57710.75	5291.59	52419.16	38972.41	13446.75	1342115.37
14	4 1	57710.75	5291.59	52419.16	38585.82	13833.34	1328282.03
15	7 1	57710.75	5291.59	52419.16	38188.11	14231.05	1314050.98
16	10 1	57710.75	5291.59	52419.16	37778.97	14640.19	1299410.79
ANNUAL TOTALS		230843.00	21166.36	209676.64	153525.31	56151.33	
YEAR 84							
17	1 1	57710.75	5291.59	52419.16	37358.06	15061.10	1284349.69
18	4 1	57710.75	5291.59	52419.16	36925.05	15494.11	1268855.58
19	7 1	57710.75	5291.59	52419.16	36479.60	15939.56	1252915.02
20	10 1	57710.75	5291.59	52419.16	36021.34	16397.82	1236518.20
ANNUAL TOTALS		230843.00	21166.36	209676.64	146784.05	62892.59	
YEAR 85							
21	1 1	57710.75	5291.59	52419.16	35549.90	16869.26	1219648.94
22	4 1	57710.75	5291.59	52419.16	35064.91	17354.25	1202294.69
23	7 1	57710.75	5291.59	52419.16	34565.97	17853.19	1184441.50
24	10 1	57710.75	5291.59	52419.16	34052.69	18366.47	1166075.03
ANNUAL TOTALS		230843.00	21166.36	209676.64	139233.47	70443.17	
YEAR 86							
25	1 1	57710.75	5291.59	52419.16	33524.66	18894.50	1147180.53
26	4 1	57710.75	5291.59	52419.16	32981.44	19437.72	1127742.81
27	7 1	57710.75	5291.59	52419.16	32422.61	19996.55	1107746.26
28	10 1	57710.75	5291.59	52419.16	31847.70	20571.46	1087174.80
ANNUAL TOTALS		230843.00	21166.36	209676.64	130776.41	78900.23	

Distribution of Lease Rentals
 Due Hartford Nat. Bank & Trst. Co., Lessor
 From National Railway Util. Corp., Lessee

Lease No. 179-1290.5

P R O M I S S O R Y N O T E
 AT .11500000 INTEREST ACCRUING 10/ 1/79

PAYMENT NUMBER	DUE DATE	RENT	TO HARTFORD	TOTAL P&I	INTEREST	PRINCIPAL	BALANCE
YEAR 87							
29	1 1	57710.75	5291.59	52419.16	31256.28	21162.88	1066011.92
30	4 1	57710.75	5291.59	52419.16	30647.84	21771.32	1044240.60
31	7 1	57710.75	5291.59	52419.16	30021.92	22397.24	1021843.36
32	10 1	57710.75	5291.59	52419.16	29378.00	23041.16	998802.20
ANNUAL TOTALS		230843.00	21166.36	209676.64	121304.04	88372.60	
YEAR 88							
33	1 1	57710.75	5291.59	52419.16	28715.56	23703.60	975098.60
34	4 1	57710.75	5291.59	52419.16	28034.08	24385.08	950713.52
35	7 1	57710.75	5291.59	52419.16	27333.01	25086.15	925627.37
36	10 1	57710.75	5291.59	52419.16	26611.79	25807.37	899820.00
ANNUAL TOTALS		230843.00	21166.36	209676.64	110694.44	98982.20	
YEAR 89							
37	1 1	57710.75	5291.59	52419.16	25869.83	26549.33	873270.67
38	4 1	57710.75	5291.59	52419.16	25106.53	27312.63	845958.04
39	7 1	57710.75	5291.59	52419.16	24321.29	28097.87	817860.17
40	10 1	57710.75	5291.59	52419.16	23513.48	28905.68	788954.49
ANNUAL TOTALS		230843.00	21166.36	209676.64	98811.13	110865.51	
YEAR 90							
41	1 1	57710.75	5291.59	52419.16	22682.44	29736.72	759217.77
42	4 1	57710.75	5291.59	52419.16	21827.51	30591.65	728626.12
43	7 1	57710.75	5291.59	52419.16	20948.00	31471.16	697154.96
44	10 1	57710.75	5291.59	52419.16	20043.21	32375.95	664779.01
ANNUAL TOTALS		230843.00	21166.36	209676.64	85501.16	124175.48	
YEAR 91							
45	1 1	57710.75	5291.59	52419.16	19112.40	33306.76	631472.25
46	4 1	57710.75	5291.59	52419.16	18154.83	34264.33	597207.92
47	7 1	57710.75	5291.59	52419.16	17169.73	35249.43	561958.49
48	10 1	57710.75	5291.59	52419.16	16156.31	36262.85	525695.64
ANNUAL TOTALS		230843.00	21166.36	209676.64	70593.27	139083.37	
YEAR 92							
49	1 1	57710.75	5291.59	52419.16	15113.75	37305.41	488390.23
50	4 1	57710.75	5291.59	52419.16	14041.22	38377.94	450012.29
51	7 1	57710.75	5291.59	52419.16	12937.85	39481.31	410530.98
52	10 1	57710.75	5291.59	52419.16	11802.77	40616.39	369914.59
ANNUAL TOTALS		230843.00	21166.36	209676.64	53895.59	155781.05	
YEAR 93							
53	1 1	57710.75	5291.59	52419.16	10635.04	41784.12	328130.47
54	4 1	57710.75	5291.59	52419.16	9433.75	42985.41	285145.06
55	7 1	57710.75	5291.59	52419.16	8197.92	44221.24	240923.82
56	10 1	57710.75	5291.59	52419.16	6926.56	45492.60	195431.22
ANNUAL TOTALS		230843.00	21166.36	209676.64	35193.27	174483.37	
YEAR 94							
57	1 1	57710.75	5291.59	52419.16	5618.65	46800.51	148630.71
58	4 1	57710.75	5291.59	52419.16	4273.13	48146.03	100484.68
59	7 1	57710.75	5291.59	52419.16	2888.93	49530.23	50954.45
60	10 1	57710.75	5291.36	52419.39	1464.94	50954.45	.00
ANNUAL TOTALS		230843.00	21166.13	209676.87	14245.65	195431.22	
GRAND TOTALS		3462645.00	396919.91	3065725.09	1646475.09	1419250.00	

EXHIBIT D

SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated as of September 10, 1979, between HARTFORD NATIONAL BANK AND TRUST COMPANY, a national banking association, with its principal place of business at 777 Main Street, Hartford, Connecticut 06115 (the "Debtor"), and THE LIFE INSURANCE COMPANY OF VIRGINIA, a Virginia corporation (the "Secured Party"), with an office at 6610 West Broad Street, Richmond, Virginia 23230.

To secure the due and punctual payment of the principal and interest payable under the Debtor's non-recourse promissory Note (the "Note"), payable to the order of Secured Party, in the principal amount of \$1,419,250, and any and all other promissory notes hereafter at any time issued in replacement or extension thereof by Debtor, and to secure Debtor's obligations hereunder and under a certain Participation Agreement, dated as of September 10, 1979 ("Participation Agreement"), among Debtor, Secured Party and the Lessee (as hereinafter defined), Debtor hereby assigns, transfers, mortgages and pledges to the Secured Party and grants to the Secured Party a security interest in the following described collateral and in all proceeds thereof ("Collateral"):

1. all of the Debtor's right, title and interest in that certain Lease of Railroad Equipment dated as of September 10, 1979, Lease No. Y179-1290.5, in which NATIONAL RAILWAY UTILIZATION CORPORATION and PICKENS RAILROAD COMPANY are lessees ("Lessee") and Debtor is lessor, and all rentals and other moneys payable thereunder, including all proceeds of insurance, condemnation and requisition proceedings and sales or other dispositions of the property subject thereto and all the Debtor's rights, power and remedies therein and thereunder (but none of its duties or obligations thereunder, if any), including without limitation, all the Debtor's rights to give and receive any notice, consent, waiver, demand or approval under or in respect of such Lease, to exercise any election or option thereunder or in respect thereof, to accept any surrender of the property subject to the Lease, to execute and deliver any bill of

sale for any such property, and to do all other things which the Debtor is entitled to do under such Lease;

2. subject to the rights of the Lessee under the Lease, all the equipment listed on Schedule I attached hereto (the "Equipment"), which Equipment is leased to the Lessee pursuant to the Lease, and all the Debtor's right, title and interest in the Equipment and in all parts, fittings, accessories, accessions, substitutions and replacements therefor or thereof, and all contract rights, chattel paper, accounts, rentals, fees, income and proceeds arising from and in connection with the use of the Equipment; and
3. all of the Debtor's rights and interests (but none of its duties and obligations) in and under that certain Purchase Agreement Assignment, dated as of the date hereof, by and between the Debtor and National Railway Utilization Corporation relating to the Equipment ("Purchase Agreement Assignment").

Notwithstanding the foregoing, the Secured Party agrees that it shall have no right, title or interest in (i) that certain Income Tax Indemnification Agreement dated as of the date hereof by and between Debtor and Lessee or in any sums due thereunder, or (ii) any of the following amounts, but only to the extent that the same are intended to inure solely to the benefit of the Debtor under the Lease (the "Excluded Payments"): any and all amounts payable under Sections 6, 9.2 and 20 of the Lease, any proceeds of the public liability (injury and property damage) insurance policies required under Section 7 of the Lease payable and, as long as no Event of Default under the Lease or this Agreement has occurred and is continuing, the amount specified in the last paragraph of this Granting Clause.

In furtherance of the foregoing, Debtor has executed an assignment of lease ("Lease Assignment") dated as of the date hereof and annexed hereto as Exhibit A. The Debtor hereby irrevocably constitutes and appoints Secured Party as its attorney-in-fact, with full power of substitution and revocation, in the name of the Debtor or otherwise to demand, enforce, collect, receive and receipt and give releases for any payment or indemnity becoming due or arising under the Lease or any policy of insurance relating to the Equipment or any Collateral

(including any return of insurance premiums), to endorse and collect any checks, drafts or other instruments payable to the Debtor therefor, and to do and take all such other actions as are referred to above relating to the Lease, the Equipment or other Collateral, to file any claims or institute any proceedings for the foregoing which Lender deems necessary, and to compromise any such demand, claim or action; provided, however, that Secured Party hereby agrees with Debtor that Secured Party shall not, as long as no Event of Default or other event which with the giving of notice or the lapse of time or both could become an Event of Default under the Lease or this Agreement shall have occurred and be continuing, without the written consent of the Debtor, seek to enforce any of the rights, powers or remedies of Secured Party under the Lease; provided, further, that nothing herein shall grant Secured Party any right, title, or interest in any Excluded Payments.

So long as any amount remains outstanding under the Note, without Secured Party's prior written consent, the Debtor will not, except to the extent that any such action would relate solely to any Excluded Payment and no Event of Default under the Lease or this Agreement shall have occurred and be continuing, grant any consent or waiver under the Lease, give any notice thereunder or otherwise exercise any rights, powers or remedies of the Lessor thereunder (except as permitted by the next paragraph hereof), or agree to any release of any obligation of the Lessee thereunder or to any amendment, modification or termination thereof. Except with respect to any Excluded Payments, the Debtor hereby consents to and waives notice of the granting by Secured Party as assignee and secured party hereunder of indulgences to Lessee or extensions of time for payment of any obligations of Lessee under the Lease, Secured Party's taking or releasing of any security for the obligations of the Lessee under the Lease, Secured Party's acceptance of partial payments on the Lease or settlement, compromising or compounding of any obligations of any person, primarily or secondarily liable on or with respect to the Lease, all in such manner and at such time or times as Secured Party may reasonably deem advisable.

In the event that the Lessee shall be in breach of any of its covenants or agreements contained in the Lease and the Secured Party, after not less than 20 days written notice thereof from Debtor, does not seek to collect that portion of any payment which would otherwise be payable to the Debtor pursuant to Paragraph H hereof or to enforce any such covenant and agreement, Debtor shall have the right, for only so long as no Event of Default under the Lease or this Agreement shall

have occurred and be continuing, to proceed by appropriate court action or actions, either at law or in equity, to enforce performance by the Lessee of such covenants or agreements and to recover damages for the breach thereof; provided, however, that without the prior written consent of the Secured Party, the Debtor may not declare an Event of Default under or terminate the Lease; provided, further, that the exercise of Debtor's rights to enforce performance or to recover damages from the Lessee shall always be subject to the rights of the Secured Party under the Lease Assignment and this Agreement.

A. REPRESENTATIONS, WARRANTIES AND AGREEMENTS - Debtor represents, warrants and agrees that:

1. the original principal amount of the Note is not greater than 70% of the aggregate Purchase Price (as defined in the Lease) of the Units. The Lease provides for the payment, on or before the installment payment dates of the Note, of rentals in amounts at least equal to the amounts of such installments of principal and interest under the Notes. The counterpart of the Lease designated as chattel paper under the Uniform Commercial Code, Counterpart No. 1, has been delivered to Secured Party;
2. the Debtor has such title to the units of Equipment referred to in subparagraph 1 above that was conveyed to it by the Builder (as defined in the Participation Agreement), free and clear of all liens, claims and encumbrances, subject only to the interests therein of the Lessee under the Lease, persons claiming under or through the Lessee which Lessee is obligated to discharge under the Lease and the Secured Party hereunder;
3. the Debtor has filed all tax returns, federal, state, municipal or otherwise, required of it and is not in default in respect of the due and punctual payment of any taxes payable by Debtor; and, to the knowledge of the Debtor (the term "knowledge" being used in this Agreement with the same meaning as set forth in Section 11 of the Participation Agreement), no liens for nonpayment of taxes by Debtor exist upon any property, including the Equipment, or other assets of Debtor;

4. the Debtor is duly organized, validly existing and in good standing under the laws of the United States and has all requisite power and authority to enter into and perform the Lease, this Agreement, the Lease Assignment, the Participation Agreement, the Purchase Agreement Assignment and the Note, all of which have been duly authorized, executed and delivered by Debtor, and constitute the legal, valid and binding obligations of the Debtor, enforceable against the Debtor in accordance with their terms; the Debtor has not executed any other assignment of the Lease and its right to receive any payments under the Lease and its right, title and interest in and to the Equipment, the Lease and the other Collateral are, and will continue to be, free and clear of any and all liens, agreements or encumbrances (except this Agreement and the rights of the Lessee under the Lease and of persons claiming under or through the Lessee which Lessee is obligated to discharge under the Lease); the Debtor has received no advance rental or other payments under the Lease and it will not accept any payments under the Lease for its own account except as permitted in this Agreement; the Debtor has performed all obligations on its part to be performed under the Lease on or prior to the date hereof and will perform any such obligations during the term of the Lease; and to the knowledge of the Debtor, there has not occurred on the date hereof any Event of Default or other event which after notice of lapse of time or both would become an Event of Default under the Lease or this Agreement;
5. the making and performance by the Debtor of this Agreement, the Note, the Lease, the Participation Agreement and the Purchase Agreement Assignment and the borrowing and execution and delivery of the Note will not violate any provision of law or of the charter documents or by-laws of Debtor, or constitute a default under or result in the creation of any lien, charge or encumbrance upon any property or assets of the Debtor pursuant to any agreement, indenture or other instrument to which the Debtor is a party or by which it

may be bound;

6. there are no actions, suits or proceedings pending or, to the knowledge of the Debtor, threatened, against or affecting the Debtor in any court or by or before any government department, agency or instrumentality in which any adverse decision might materially affect the ability of the Debtor to perform its obligations under the Note, this Agreement, the Lease, the Lease Assignment, the Participation Agreement and the Purchase Agreement Assignment;
7. without Secured Party's prior written consent so long as the Note remains unpaid, Debtor will not (i) grant any consent under the Lease, (ii) except as permitted in the Granting Clauses hereof, give any notice thereunder or otherwise exercise any rights, powers or remedies of the Lessor thereunder, or (iii) agree to any release of any obligation of the Lessee thereunder or to any modification or any termination thereof; and
8. Debtor is not an entity which is subject to the jurisdiction of the Interstate Commerce Commission.

B. DOCUMENTATION - The Debtor will execute and deliver to Secured Party such documents identifying the Equipment as Secured Party may from time to time reasonably request. In addition, the Debtor will execute, acknowledge, deliver, file and record all such documents, including financing statements, and take all such other action as Secured Party may reasonably request, to perfect and continue perfected under applicable laws the security interests granted hereby as first perfected security interests in the Collateral, and the Debtor hereby irrevocably constitutes and appoints Secured Party its attorney-in-fact for such purposes, with full power of substitution. The Debtor also will execute and deliver such instruments and take all such other action as Secured Party may reasonably request to effectuate the purposes of this Agreement and to secure the rights and remedies conferred upon Secured Party hereunder.

C. DEFAULT - Each of the following will constitute an event of default hereunder ("Event of Default"):

1. the failure by Debtor to pay any amount of principal of or interest on the Note when due, whether at the maturity thereof or by reason of any requirement for the prepayment thereof, by acceleration or otherwise, and such failure shall continue for five business days after Secured Party shall have given the Debtor written notice thereof;
2. the failure by Debtor to pay any other amount when due hereunder or perform any other obligation required by this Agreement, the Lease Assignment or the Participation Agreement, and such failure shall continue for twenty (20) days after Secured Party shall have given the Debtor written notice thereof;
3. the occurrence of an Event of Default under the Lease (as defined therein);
4. the adjudication of the Debtor as bankrupt or insolvent, or the entry of an order appointing a receiver or trustee for the Debtor or any of its property or approving a petition seeking reorganization, arrangement, composition, adjustment of the debts, liquidation or dissolution of the Debtor under the Bankruptcy Act or any similar law of the United States or any state or other competent jurisdiction, or the filing by the Debtor of a petition or answer seeking or consenting to any of the foregoing, or the filing of a petition against the Debtor seeking any of the foregoing which is not dismissed within sixty (60) days, or the making by the Debtor of a general assignment for the benefit of creditors; or
5. the occurrence of a breach of any of the Representations, Warranties and Agreements under Paragraph A hereof and such breach is not cured within twenty (20) days after Secured Party shall have given the Debtor written notice thereof.

D. REMEDIES - At any time after the occurrence of an Event of Default and while the same remains uncured, Secured Party may declare, by written notice to the Debtor, the entire unpaid balance of the principal of the Note and interest accrued thereon to be immediately due and payable, and, in addition, Secured Party shall have and may exercise all the rights and remedies of a secured party under the applicable Uniform Commercial Code or other applicable law, including the right, subject to the rights, if any, of the Lessee under the Lease, to take possession of any Equipment or other Collateral not then in Secured Party's possession and to dispose of it, or the Debtor's interest therein, at public or private sale, at which Secured Party, subject to the provisions of applicable law, may be the purchaser.

Any notice of any such sale required by law shall be deemed reasonably and sufficiently given to the Debtor if given at least 15 days prior to the date thereof at the address and in the manner herein provided for notices. The proceeds realized by the Secured Party upon the exercise of any of its remedies shall be applied to the obligations secured by this Agreement in accordance with the provisions of Paragraph I and Debtor will be entitled to any surpluses thereafter. No delay or omission on Secured Party's part to exercise any right hereunder will impair any such right or be construed as a waiver of any default or any acquiescence therein.

No waiver of any default hereunder will affect any later default or impair any of Secured Party's rights hereunder. No single, partial or full exercise of any rights by Secured Party will preclude further or other exercise thereof. The remedies provided for herein shall not be deemed exclusive, but are cumulative and in addition to all other remedies available under applicable law.

Notwithstanding the provisions of Paragraph C.3. hereof, in the event that the Secured Party does not receive any quarterly installment of rent under the Lease when due or any other moneys payable to Secured Party under the Lease Assignment (a "Payment Default"), the Secured Party nevertheless agrees not to exercise any of its rights or remedies under this Agreement, the Lease or the Note, including, without limitation, the acceleration of the payments due thereunder, solely by reason of such Payment Default if, within 10 days after the due date of any such payment (i) the Debtor shall have made all payments required by this Agreement, Lease and the Note, including interest at the overdue

rate set forth in the Note; (ii) no Event of Default under this Agreement other than such Payment Default or a default permitted to be cured under the next sentence shall have occurred and be continuing; and (iii) a Payment Default shall not have occurred more than once during the preceding eighteen (18) months. In the event of an Event of Default under Paragraph C.3. hereof arising as a result of a default by Lessee under subparagraphs (c), (f) or (g) of Section 10 of the Lease, Secured Party nevertheless agrees not to exercise any of its rights or remedies referred to above if (i) the Debtor shall, on behalf of the Lessee, perform or observe any covenant, condition or agreement to be performed or observed by Lessee under the Lease within 30 days after the occurrence of such Event of Default; (ii) no Event of Default under this Agreement other than such default or a Payment Default permitted to be cured under the preceding sentence shall have occurred and be continuing; and (iii) such failure by Lessee to observe or perform such covenant, condition or agreement shall not have occurred more than once in the preceding eighteen (18) months.

In the event that Secured Party shall have declared an Event of Default solely under Paragraph C.3. hereof, the Debtor shall have the unconditional right to prepay, without premium or penalty, the full amount of the Note then outstanding, together with all accrued but unpaid interest thereon to the date of payment and all other sums payable by the Debtor to the Secured Party pursuant to this Security Agreement and the Lease; upon such payment, all of the Secured Party's right, title and interest in and to the Collateral shall terminate. Nothing herein shall require Debtor to cure any Event of Default by the Lessee under the Lease or to exercise its right or prepayment of the Note hereunder.

E. LIMITATION OF THE DEBTOR'S LIABILITY - Subject only to a breach by the Debtor of its representations, warranties and agreements under Paragraph A hereof or under Paragraph 2(a) of the Participation Agreement (for which breach Debtor's liability shall not be subject to any of the limitations set forth in this Paragraph E.) and notwithstanding any other provision of this Agreement, the Participation Agreement or of the Note, it is understood and agreed that all payments to be made by the Debtor under or pursuant to this Agreement and the Note will be made only from the "income and proceeds from the Equipment" (as defined in this paragraph) and the Debtor's liability hereunder, under the Participation Agreement and under the Note will be limited thereto. For recovery upon default

by the Debtor in the payment or performance of any of its obligations hereunder and under the Note, Secured Party will have recourse solely to the "income and proceeds from the Equipment" and not to any other property of the Debtor. Secured Party will not proceed for the collection of any amount payable hereunder and under the Note, against, or execute upon, any other assets of the Debtor. Any judgment entered in any action for recovery of any amount due hereunder and under the Note against the Debtor will not be a lien against any other property of the Debtor, and Secured Party agrees, at Debtor's expense, to execute and deliver all documents and take all such other action as may be necessary to release of record from any such lien such other property of the Debtor. As used herein, the term "income and proceeds from the Equipment" means

1. if an Event of Default shall have occurred hereunder and while it shall be continuing or an event shall have occurred which with the lapse of time or the giving of notice or both provided for in the Lease or hereunder could constitute an Event of Default thereunder or hereunder and until such event shall either become an Event of Default or be cured or otherwise not be capable of maturing into an Event of Default, so much of the following amounts (excluding, however, any Excluded Payments) as are indefeasibly received by the Debtor under the Lease or by the Secured Party as Assignee pursuant to the Lease Assignment at any time after such occurrence and during the continuance thereof: (a) all amounts paid under the Lease including, without limitation, rentals and late charges in respect thereof and amounts in respect to Casualty Occurrences (as defined in the Lease) paid pursuant to the Lease for or with respect to any Equipment, (b) any and all payments or proceeds so received by the Debtor or the Secured Party as Assignee under the Lease Assignment or otherwise for or with respect to the Equipment as the result of the sale, lease or other disposition thereof, and (c) any and all sums received by Debtor or the Secured Party as Assignee of Debtor under Section 10 of the Lease or pursuant to the Purchase Agreement Assignment;
2. at any other time, only that portion of the amounts

referred to in the foregoing clauses (1)(a), (1)(b) and, with respect to amounts received pursuant to the Purchase Agreement Assignment, (1)(c) as are indefeasibly received by the Debtor or the Secured Party as Assignee and as shall equal that portion of the unpaid principal balance of the Note, accrued interest thereon and all other amounts payable by the Debtor hereunder (including prepayments in respect of Casualty Occurrences), which are then due and payable or were required to be paid to the Debtor pursuant to the Lease; it being understood that "income and proceeds from the Equipment" shall in no event include amounts referred to in the foregoing clauses (1)(a), (1)(b), and with respect to amounts received pursuant to the Purchase Agreement Assignment, (1)(c) which were received by the Debtor or the Secured Party as Assignee when no such Event of Default or other event which with the lapse of time or the giving of notice or both provided for in the Lease or hereunder could constitute an Event of Default thereunder or hereunder had occurred and was continuing and which exceeded the amount required to discharge the portion of the unpaid principal balance of the Note, accrued interest thereon and all other amounts payable by the Debtor hereunder, including prepayments thereof required in respect of Casualty Occurrences, which are then due and payable or were required to be paid to the Debtor pursuant to the Lease.

Except as set forth in Paragraph D hereof with respect to Debtor's rights to cure an Event of Default under the Lease, nothing herein contained shall limit, restrict, or impair Secured Party's right to accelerate payment of the Note upon the occurrence of an Event of Default, to bring suit and obtain a judgment against the Debtor on the Note or this Agreement for the full amount of the unpaid principal of the Note, interest thereon and all other amounts payable by the Debtor pursuant hereto (provided that the liability of the Debtor on any such judgment and the satisfaction thereof shall be limited as hereinabove provided), or to exercise (subject to any rights of Lessee under the Lease) Secured Party's rights and remedies hereunder with respect to the Collateral, including the Equipment and the Lease (including the right to enforce Secured Party's rights, as Assignee, under the Lease and to dispose of the

Equipment and the Lease and to recover from the proceeds thereof the full amount of the unpaid principal of the Note, interest thereon and all other amounts payable by the Debtor pursuant hereto).

F. PREPAYMENT OF NOTE UPON CASUALTY OCCURRENCE - If any amount shall become due and payable to the Debtor or the Secured Party as Assignee pursuant to Section 7 of the Lease because of a Casualty Occurrence (as defined in the Lease) with respect to any units of Equipment ("Casualty Value"), then, thereupon, an amount, computed as hereinafter set forth, will be due and payable on account of the principal of and interest accrued on the Note on the date the Casualty Value is due and payable under the Lease. The Secured Party will accept all sums paid to it pursuant to Section 7 of the Lease with respect to Casualty Occurrences (as therein defined) of Equipment and, unless an Event of Default or event which with the lapse of time or the giving of notice or both would become an Event of Default under this Agreement or under the Lease, shall have occurred and be continuing (in which event all such amounts shall be held by Secured Party to satisfy the obligations of the Debtor as provided in Paragraph I) shall apply those portions of such sums hereinafter stated for the account of the Debtor and, immediately following application of rentals to the payment of principal and interest accrued on such date, to the prepayment of principal of the Note. The portion of such sums to be so applied to prepayment of the principal of the Note in respect of any Casualty Occurrence shall be that portion thereof as shall be equal to (i) 70% of the Purchase Price (as defined in the Lease) of the Equipment having suffered such Casualty Occurrence less (ii) the aggregate amount of payments of principal theretofore made on the Note (including payments out of accrued rentals made on such date but excluding all prepayments in respect of Casualty Occurrences) in respect of an original principal amount equal to 70% of the Purchase Price of such Equipment, considering for this purpose that each payment of principal on the Note was applicable to reduction of the financing for the Purchase Price of each unit of Equipment on a pro rata basis. The remainder of such sums shall be paid to the Debtor. In the event of any partial prepayment of the principal of the Note pursuant to the preceding sentences of this Paragraph F, the amount of each installment payment thereon thereafter coming due will be reduced by an amount which bears the same proportion to the amount of such installment which would have been

due in the absence of such prepayment as the amount of such principal prepayment bears to the unpaid principal balance outstanding immediately prior to such prepayment, and the Debtor shall promptly prepare and distribute to the holder of such Note revised schedules of payments reflecting such reduction.

- G. COLLECTION EXPENSES - In addition to all other amounts payable hereunder and under the Note, the Debtor will pay all Secured Party's reasonable expense, including attorneys' fees, incurred from time to time in enforcing its rights and remedies hereunder, under the Note or under the Lease. If Secured Party brings suit (or files any claim or petition in any bankruptcy, reorganization, insolvency or other proceeding) to enforce any of its rights (or other recovery or relief), Secured Party may recover in such action (or other proceeding), in addition to all other amounts payable hereunder and thereunder, its reasonable expenses, including attorneys' fees, in connection therewith, and the same shall be included in such judgment (or other form of award).
- H. COLLECTION OF RENTALS - Secured Party will, on behalf of Debtor, collect and receive from the Lessee all rentals and other money (excluding, however, any Excluded Payments) payable pursuant to the Lease, and the Secured Party, except as otherwise provided in this Agreement, may take all such action as may be necessary or desirable to demand, enforce, collect, receive and receipt for all such payments and otherwise enforce compliance by Lessee with all terms and provisions of the Lease. To the extent indefeasibly received, the Secured Party will apply such payments first, in the manner specified in Paragraph I hereof, and second, so long as no Event of Default or event which with the lapse of time or the giving of notice or both provided for in the Lease or hereunder could constitute an Event of Default thereunder or hereunder shall have occurred and be continuing, any balance shall be deemed to be held by the Secured Party in trust for the Debtor and shall be paid immediately to the Debtor, by bank wire to the Debtor at such bank as may be specified to the Secured Party in writing, and such balance shall be retained by the Debtor. All payments (excluding, however, any Excluded Payments) received by Secured Party at such time as an Event of Default shall have occurred and be continuing which otherwise, in whole or in part, would be remitted to Debtor as aforesaid shall be retained by Secured Party and applied to satisfy Debtor's obligations under the Note

and this Agreement. All payments (excluding, however, any Excluded Payments) received by Secured Party at such time as there shall have occurred an event which with the lapse of time or the giving of notice or both provided for in the Lease or hereunder could constitute an Event of Default thereunder or hereunder which otherwise, in whole or in part, would be remitted to Debtor as aforesaid shall be retained by Secured Party until such event shall either become an Event of Default (in which case such monies shall be applied as aforesaid), or be cured or otherwise not be capable of maturing into an Event of Default (in which case such monies shall be remitted to Debtor as aforesaid). The Debtor agrees that all payments received by the Debtor from the Lessee which are payable to the Secured Party pursuant to this Agreement shall be held in trust for the Secured Party and shall be immediately paid to the Secured Party.

- I. APPLICATION OF PAYMENTS - All payments indefeasibly received by the Secured Party which are to be applied in satisfaction of the Debtor's obligations under the Note and this Agreement shall be applied, first, to the payment of costs and expenses due to the Secured Party pursuant to Paragraph G, if any, second, to the payment of accrued interest on the Note, and, third, to the payment of principal and all other amounts payable thereunder; provided, however, that at such time as an Event of Default shall have occurred and be continuing and the Secured Party shall have commenced to exercise any of its remedies under Paragraph D above, such payments shall be applied, first, as provided in clause "first" above, second, as provided in clause "third" above, and, third, as provided in clause "second" above. Payments indefeasibly received by Secured Party in excess of the amounts necessary to satisfy Debtor's obligations as aforesaid shall be remitted to Debtor as provided in Paragraph H above.
- J. EXCHANGE OF NOTES - Upon surrender of any Note at the office of the Debtor, the Debtor, at the request of the Secured Party, will execute and deliver new notes in exchange, in denominations requested by such Secured Party, in an aggregate principal amount equal to the unpaid principal amount of the surrendered Note. Such new notes shall be payable to such party as such Secured Party may request, shall be substantially in the form of the Note, with appropriate changes, and shall be dated and bear interest from the date to which interest has been paid on the surrendered Note. When issued, such notes shall be deemed to be included in the term "Note" as used herein.

- K. MULTIPLE NOTES - If more than one Note is outstanding at the time any application of payments is made pursuant to Paragraphs F and I hereof, the application shall be made on all outstanding Notes ratably in accordance with the principal amount remaining unpaid thereon and on the installments of each Note, respectively.
- L. NOTICES - All notices, declarations, requests, consents and other communications given hereunder or in connection herewith or with the Note shall be in writing and shall be deemed to have been given when delivered or deposited in the United States mail, registered or certified, postage prepaid, addressed to Debtor at its address stated above, attention, Lease Financing Department, to the Secured Party at its address stated below, or to such other address as any such party may hereafter specify by written notice to the other.
- M. OTHER AGREEMENTS - All references in this Agreement to obligations of Debtor pursuant to this Agreement or payments required to be made pursuant to this Agreement shall for all purposes include, regardless of whether expressly stated, the obligations of the Debtor for payments required by the Debtor pursuant to the Lease Assignment or the Participation Agreement.
- N. APPLICABLE LAW - This Agreement and the Note shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Commonwealth of Pennsylvania.
- O. SEVERABILITY - Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall be, as to such jurisdiction, ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
- P. SUCCESSORS AND ASSIGNS - This Agreement will bind and inure to the benefit of the respective successors and assigns of the parties hereto, including any holder, as such, of any Note, by acceptance of an assignment hereof or of any Note. Each of the Secured Party's successors or assigns (including any holder, as such, of any Note) will be deemed

to have agreed to be bound by the provisions hereof, and of the Note and of the Participation Agreement and Secured Party's undertakings hereunder and thereunder, especially including the provisions of Paragraph E, entitled "Limitation of the Debtor's Liability".

Q. TRANSFER OF DEBTOR'S INTEREST - The Debtor shall not assign, convey or otherwise transfer any of its right, title or interest in, to or under any of the Collateral; provided, however, that the Debtor may, after the date of execution and delivery of the Note, transfer and assign to another person (the "Transferee"), subject and subordinate to the Secured Party's rights in the Collateral, all of its right, title and interest in the Collateral if all of the following conditions shall have been met:

1. the Transferee has the requisite power and authority to enter into and carry out the transactions contemplated by the Participation Agreement and this Security Agreement, is domiciled for federal tax purposes in the United States, is not an entity subject to the jurisdiction of the Interstate Commerce Commission and is a solvent bank, trust company, insurance or financial institution with a net worth of at least \$20,000,000; provided, however, that the Transferee may be a corporate affiliate of the Debtor without meeting the foregoing tests;
2. such transfer to and the performance by the Transferee does not and will not violate any statute, rule, regulation or order to which it may then be subject and the Secured Party shall be furnished with an opinion of counsel satisfactory to it to such effect and to the further effect that the agreement or agreements referred to in 3 below are the legal, valid and binding obligations of the Transferee;
3. the Transferee shall enter into an agreement or agreements in form and substance satisfactory to the Secured Party whereby such Transferee shall expressly assume and agree to be bound by all of the covenants and agreements of the Debtor under this Security Agreement, the Lease Assignment, the Participation Agreement and the Note (it being understood that such assumption

is on a non-recourse basis except as otherwise stated in the Note and this Security Agreement).

Upon the consummation of such transfer and assumption (except to a corporate affiliate of the Debtor, as to which Debtor shall not be relieved of its liabilities and obligations hereunder), the Debtor shall be relieved of its liabilities and obligations to the Secured Party thereafter arising under this Security Agreement, the Participation Agreement, the Note and the Lease Assignment, and the Transferee shall thenceforth be deemed to be the "Debtor" hereunder and thereunder for all purposes hereof and thereof.

R. TERMINATION OF SECURITY INTEREST, ETC. - Upon payment in full of the principal of and interest on the Note and all other sums payable to the Secured Party under the Note and this Security Agreement, the Secured Party shall execute and deliver to the Debtor, at the expense of the Debtor, such documents as the Debtor shall reasonably request to evidence the termination of this Security Agreement and the Lease Assignment and all interests of the Secured Party in the Collateral.

IN WITNESS WHEREOF, this Security Agreement has been duly

EXHIBIT A TO SECURITY AGREEMENT

ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, HARTFORD NATIONAL BANK AND TRUST COMPANY, a national banking association ("Assignor"), hereby assigns and transfers to THE LIFE INSURANCE COMPANY OF VIRGINIA, a Virginia corporation ("Assignee"), its successors and assigns, all of Assignor's right, title and interest in and to that certain Lease of Railroad Equipment, dated as of September 10, 1979 (Lease No. Y179-1290.5) and all rental schedules and supplements thereto of which National Railway Utilization Corporation and Pickens Railroad Company, with addresses, respectively, at 1100 Centre Square East, 1500 Market Street, Philadelphia, Pennsylvania 19101 and at Cedar Rock Street, Pickens, South Carolina 29671, are lessees and Assignor is lessor, together with all rentals and other moneys coming due thereunder and all proceeds from insurance, condemnation and requisition proceedings and sale or other dispositions of any of the property subject thereto payable to or receivable by the Assignor under or in connection therewith, and all rights, powers and remedies (but none of the duties or obligations, if any) of Assignor under the Lease, including, exclusively on the part of the Assignee, all rights of the Assignor to give and receive any notice, consent, waiver, demand or approval under or in respect of the Lease, to exercise any election or option thereunder or in respect thereof, to accept any surrender of any property subject thereto, to execute and deliver any bill of sale for any such property, and to do all other things which Assignor is entitled to do under this Lease; provided, however, that the foregoing shall be subject to the limitations contained in the Security Agreement hereinafter referred to, including, without limitation, its inapplicability to any Excluded Payments (as defined in the Security Agreement).

Assignor authorizes Assignee to do every act and thing in the name of the Assignor, Assignee or otherwise which Assignee may deem advisable to enforce the terms of the Lease, and the Assignor hereby irrevocably appoints Assignee the true and lawful attorney for the Assignor with full power of substitution and revocation, together with full power and authority in the name of the Assignor, Assignee or otherwise, to demand, enforce, collect, receive, receipt and give releases for any moneys due or to become due under or arising out of the Lease or any policy of insurance or indemnity relating to the property subject thereto or the Lease (including any returns of premium), to

endorse all checks and other instruments payable to Assignor, and to do and take all such other actions as are referred to in the preceding paragraph relating to the Lease or such property, to file any claims or institute any proceedings for the foregoing which Assignee deems necessary, and to compromise any such demand, claim or action; provided, however, that Assignee hereby agrees with Assignor that Assignee shall not, so long as no Event of Default or other event which with the giving of notice or the lapse of time or both could become an Event of Default under the Lease or the Security Agreement has occurred and is continuing without the written consent of the Assignor, seek to enforce any of the rights, powers or remedies of Assignor under the Lease.

Notwithstanding the foregoing, it is expressly agreed that (i) Assignor shall remain liable as lessor under the Lease to perform all of the obligations assumed by it thereunder, (ii) the obligations of Assignor under the Lease may be performed by Assignee or any subsequent assignee without releasing Assignor therefrom, (iii) the Assignee or any subsequent assignee shall have no liability or obligation under the Lease by reason of this Assignment and shall not, by reason of this Assignment, be obligated to perform any of the obligations of Assignor under the Lease or to file any claim or take any other action to collect or enforce any payment assigned hereunder.

This Assignment is made pursuant to and for the purposes of a certain Security Agreement, dated as of September 10, 1979, given by Assignor to Assignee to secure the payment of Assignor's Note and the other obligations referred to therein and shall remain in full force and effect until such Note and obligations have been paid and discharged in full.

IN WITNESS WHEREOF, this Lease Assignment has been

duly executed and delivered as of September 10, 1979.

[Corporate Seal]

HARTFORD NATIONAL BANK AND
TRUST COMPANY

By _____
Vice President:

Attest:

Assistant Cashier

STATE OF CONNECTICUT

:

COUNTY OF HARTFORD

: ss

:

On this day of September, 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is Vice President of Hartford National Bank and Trust Company that one of the seals affixed to the foregoing instrument is the 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.

Notary Public

SEAL

My Commission Expires:

CONSENT AND AGREEMENT

The undersigned, NATIONAL RAILWAY UTILIZATION CORPORATION, a South Carolina corporation, and PICKENS RAILROAD COMPANY, a South Carolina corporation, the lessees (hereinafter collectively called the "Lessee") named in the Lease (hereinafter called the "Lease") referred to in the foregoing Assignment of Lease (hereinafter called the "Assignment"), hereby (a) acknowledge receipt of a copy of the Assignment and the Security Agreement referred to therein (the "Security Agreement"), and (b) consent to all the terms and conditions of the Assignment and, intending to be legally bound hereby, agree that:

(1) except as otherwise provided in the Assignment or the Security Agreement, Lessee will pay all rentals, casualty payments, liquidated damages, indemnities and all other moneys provided for in the Lease due and to become due under the Lease or otherwise in respect of the Equipment leased thereunder directly to the Assignee or to whomsoever the Assignee may from time to time direct;

(2) the Assignee shall be entitled to the benefits of, and, except as otherwise provided in the Assignment or the Security Agreement, to receive and enforce performance of, all the covenants to be performed by the Lessee under the Lease as though the Assignee were named therein as the Lessor;

(3) the Assignee shall not, by virtue of the Assignment, be or become subject to any liability or obligation under the Lease or otherwise;

(4) the Lease shall not, without the prior written consent of the Assignee, be terminated, amended or modified, nor shall any action be taken or omitted by the Lessee, the taking or omission of which might result in an alteration or impairment of the Lease or the Assignment, or of any of the rights created by either thereof, and any such action, without the prior written consent of the Assignee, shall be void; and

(5) any consent or waiver under the Lease given by Lessor, any notice given by Lessor thereunder or other exercise of any rights, powers or remedies of the Lessor thereunder by Lessor, or any release of any obligations of the Lessee by Lessor thereunder without the prior written

consent of Assignee, except as may be permitted pursuant to or consented to by Assignee under the Security Agreement referred to in the Lease, shall be void.

This Consent and Agreement shall be deemed to be a contract made and effected under the laws of the Commonwealth of Pennsylvania, and, for all purposes, shall be construed in accordance with the laws of said Commonwealth.

IN WITNESS WHEREOF, this Consent and Agreement has been duly executed and delivered as of September 10, 1979.

NATIONAL RAILWAY UTILIZATION
CORPORATION

By _____
Vice President

PICKENS RAILROAD COMPANY

By _____
Vice President

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF PHILADELPHIA)

SS:

On this _____ day of September, 1979, before me personally appeared _____ to me personally known, who, being by me duly sworn, says that he is Vice president of NATIONAL RAILWAY UTILIZATION CORPORATION, that one of the seals 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.

Notary Public

SEAL

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF PHILADELPHIA)

SS:

On this _____ day of September, 1979, before me personally appeared _____ to me personally known, by me duly sworn, says that he is Vice President of PICKENS RAILROAD COMPANY, that one of the seals 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.

Notary Public

SEAL

My Commission Expires: