



**NATIONAL RAILWAY UTILIZATION CORP.**  
860 Suburban Station / 1617 John F. Kennedy Blvd., Phila., Pa. 19103 / (215) 569-2220

RECORDATION NO. 9285 *C*  
Filed & Recorded  
MAR 16 1978 - 1 25 PM  
Date *075A111*  
Fees \$ *100*  
MAR 16 1978  
INTERSTATE COMMERCE COMMISSION  
CC Washington

RECORDATION NO. 9285 *A*  
Filed & Recorded  
MAR 16 1978 - 1 25 PM  
RECORDATION NO. 9285  
Filed & Recorded

INTERSTATE COMMERCE COMMISSION  
March 16, 1978  
RECORDATION NO. 9285 *B*  
Filed & Recorded  
MAR 16 1978 - 1 25 PM  
INTERSTATE COMMERCE COMMISSION  
CERTIFICATION UNIT  
MAR 16 1978 12 57 PM '78

Interstate Commerce Commission  
Washington, D.C. 20423

Attention: Secretary

Dear Sir:

It is hereby respectfully requested that the following documents be recorded pursuant to the provisions of Section 20c of the Interstate Commerce Act:

1. Conditional Sale Agreement, dated as of March 1, 1978:  
Vendor - National Railway Utilization Corporation (Golden Tye Division)  
402 Cedar Rock Street  
Pickens, SC 29671  
Vendee (Purchaser) - Princeton Bank & Trust Company  
76 Nassau Street  
Princeton, NJ 08540
2. Agreement and Assignment (of Conditional Sale Agreement), dated as of March 1, 1978:  
Assignor (Vendor-Builder) - National Railway Utilization Corporation (Golden Tye Division)  
(address as stated above)  
Assignee - The Citizens & Southern National Bank of South Carolina  
Greenville, SC 29602
3. Lease of Railroad Equipment, dated as of March 1, 1978:  
Lessor - Princeton Bank & Trust Company  
(address as stated above)  
Lessee - Pickens Railroad Company  
402 Cedar Rock Street  
Pickens, SC 29671  
Co-Lessee - National Railway Utilization Corporation  
(address as stated above in letterhead)

*Wayne M. Lee*  
*Charles P. Turnburke*



Interstate Commerce Commission  
March 16, 1978  
Page 2

4. Assignment of Lease and Agreement, dated as of March 1, 1978:

Assignor - Princeton Bank & Trust Company  
(address as stated above)

Assignee - The Citizens & Southern National Bank of South Carolina  
(address as stated above)

General Description of the Equipment:

50 Boxcars, Type XM (50' - 6", 70-ton), bearing Pickens Railroad Company Road Numbers NSL 102331 to NSL 102380 (both inclusive), and each being marked: "Ownership subject to a Security Agreement filed under the Interstate Commerce Act, Section 20c".

Sincerely yours,

Charles P. Turnburke, Vice President Finance

CPT:met

SIGNED COPY

9285-<sup>C</sup>  
RECORDATION NO. .... Filed & Recorded

MAR 16 1978 - 1 25 PM

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~~INTERNATIONAL BUSINESS COMMISSION~~

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ASSIGNMENT OF LEASE AND AGREEMENT

Dated as of March 1, 1978

between

PRINCETON BANK AND TRUST COMPANY

and

THE CITIZENS AND SOUTHERN NATIONAL BANK  
OF SOUTH CAROLINA, as Agent

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ASSIGNMENT OF LEASE AND AGREEMENT dated as of March 1, 1978 (hereinafter called this Assignment), by and between PRINCETON BANK AND TRUST COMPANY (hereinafter called the Lessor or the Vendee), and THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA, as Agent (hereinafter called the Vendor) under a Participation Agreement dated as of the date hereof.

WHEREAS, the Vendee is entering into a Conditional Sale Agreement dated as of the date hereof (hereinafter called the Security Documentation) with National Railway Utilization Corporation (Golden Tye Division) (hereinafter called the Builder), providing for the sale to the Vendee of such units of railroad equipment (hereinafter called the Units) described in the Annexes thereto as are delivered to and accepted by the Vendee thereunder;

WHEREAS, the Lessor, Pickens Railroad Company (hereinafter called the Lessee) and National Railway Utilization Corporation (hereinafter called the Co-Lessee) have entered into a Lease of Railroad Equipment, dated as of the date hereof (hereinafter called the Lease), providing for the leasing by the Lessor to the Lessee of the Units, the obligations of Lessee under the Lease being the joint and several obligations of the Co-Lessee to the extent therein set forth; and

WHEREAS, in order to provide security for the obligations of the Lessor under the Security Documentation and as an inducement to the Vendor to invest in the Conditional Sale Indebtedness (as that term is defined in the Security Documentation), the Lessor agrees to assign for security purposes its rights in, to and under the Lease to the Vendor;

NOW, THEREFORE, in consideration of the premises and of the payments to be made and the covenants hereinafter mentioned to be kept and performed, the parties hereto agree as follows:

1. The Lessor hereby assigns, transfers and sets over unto the Vendor, as collateral security for the payment and performance of the obligations of the Lessor as Vendee under the Security Documentation, all the Lessor's right, title and interest, powers, privileges, and other benefits under the Lease, including, without limitation, the immediate right to receive and collect all rentals, profits and other sums payable to or receivable by the Lessor from the Lessee under or pursuant to the provisions of the Lease whether as rent, casualty payment, liquidated damages, or otherwise (such moneys being hereinafter called the Payments), and the right to make all waivers and agreements, to give all notices,

consents and releases, to take all action upon the happening of an Event of Default specified in the Lease, and to do any and all other things whatsoever which the Lessor is or may become entitled to do under the Lease. In furtherance of the foregoing assignment, the Lessor hereby irrevocably authorizes and empowers the Vendor in its own name, or in the name of its nominee, or in the name of the Lessor or as its attorney, to ask, demand, sue for, collect and receive any and all Payments to which the Lessor is or may become entitled under the Lease, and to enforce compliance by the Lessee with all the terms and provisions thereof.

The Vendor agrees to accept any Payments made by the Lessee for the account of the Lessor pursuant to the Lease. To the extent received, the Vendor will apply such Payments to satisfy the obligations of the Lessor under the Security Documentation, and also to satisfy the obligations of the Lessee to the Lessor, all as and to the extent provided for in Paragraph 9 of the Participation Agreement under which the Vendor is acting as agent. If the Vendor shall not receive any rental payment under the first paragraph of § 3 of the Lease when due, the Vendor shall notify the Lessor at the address set forth in the Lease; provided, however, that the failure of the Vendor so to notify the Lessor shall not affect the obligations of the Lessor hereunder or under the Security Documentation.

2. This Assignment is executed only as security and, therefore, the execution and delivery of this Assignment shall not subject the Vendor to, or transfer, or pass, or in any way affect or modify the liability of the Lessor under the Lease, it being understood and agreed that notwithstanding this Assignment or any subsequent assignment, all obligations of the Lessor to the Lessee shall be and remain enforceable by the Lessee, its successors and assigns, against, and only against, the Lessor or persons other than the Vendor.

3. The Lessor will faithfully abide by, perform and discharge each and every obligation, covenant and agreement which the Lease provides are to be performed by the Lessor; without the written consent of the Vendor, the Lessor will not anticipate the rents under the Lease or waive, excuse, condone, forgive or in any manner release or discharge the Lessee thereunder of or from the obligations, covenants, conditions and agreements to be performed by the Lessee, including, without limitation, the obligation to pay the rents in the manner and at the time and place specified therein or enter into any agreement amending, modifying or terminating the Lease and the Lessor agrees that any amendment, modification or termination thereof without such consent shall be void.

4. The Lessor does hereby constitute the Vendor the Lessor's true and lawful attorney, irrevocably, with full power (in the name of the Lessor, or otherwise), to ask, require, demand, receive, compound and give acquittance for any and all Payments due and to become due under or arising out of the Lease to which the Lessor is or may become entitled, to enforce compliance by the Lessee with all the terms and provisions of the Lease, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings which to the Vendor may seem to be necessary or advisable in the premises.

5. Upon the full discharge and satisfaction of all sums due from the Lessor under the Security Documentation, this Assignment and all rights herein assigned to the Vendor shall terminate, and all estate, right, title and interest of the Vendor in and to the Lease shall revert to the Lessor, or its successors or assigns.

6. The Lessor will pay and discharge any and all claims, liens, charges or security interests (other than created by the Security Documentation) on the Lease or the rentals or other payments due or to become due thereunder claimed by any party from, through or under the Lessor, or its successors and assigns (other than the Vendor), not arising out of the transactions contemplated by the Security Documentation or the Lease, which, if unpaid, might become a claim, lien, charge or security interest on or with respect to the Lease or such rentals or other payments equal or superior to the Vendor's interest therein, unless the Lessor or Lessee shall be contesting the same in good faith by appropriate proceedings in any reasonable manner and the non-payment thereof does not, in the opinion of the Vendor, adversely affect such interests of the Vendor.

7. The Lessor will, from time to time, execute, acknowledge and deliver any and all further instruments required by law or reasonably requested by the Vendor in order to confirm or further assure, the interest of the Vendor hereunder.

8. The Vendor may assign all or any of the rights assigned to it hereby or arising under the Lease, including, without limitation, the right to receive any Payments due or to become due. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of the Vendor hereunder.

9. This Assignment shall be governed by the laws of the Commonwealth of Pennsylvania, but the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act.

10. The Lessor shall cause copies of all notices received by it in connection with the Lease and all payments hereunder to be promptly delivered or made to the Vendor at its address set forth in Article 20 of the Security Documentation, or at such other address as the Vendor shall designate. The Vendor shall cause copies of all notices received by it in connection with the Lease to be promptly delivered to the Lessor at its address set forth in Article 20 of the Security Documentation.

11. The Vendor hereby agrees with the Lessor that the Vendor will not, so long as no event of default under the Security Documentation has occurred and is continuing, exercise or enforce, or seek to exercise or enforce, or avail itself of, any of the rights, powers, privileges, authorizations or benefits which are assigned and transferred by the Lessor to the Vendor by this Assignment and which are for the sole benefit of the Lessor, without the prior consent of the Lessor.

12. Notwithstanding any provisions of this Assignment or the Participation Agreement referred to above, the Lessor does not hereby assign nor shall the Vendor have the right to retain any indemnities which Lessee or the Co-Lessee has covenanted and agreed to pay to Lessor pursuant to any provisions of the Lease. Vendor hereby acknowledges that any such indemnity payments do not constitute a portion of the security for the payment of any indebtedness of Lessor to Vendor.

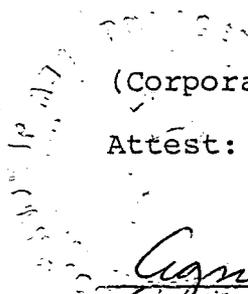
13. Notwithstanding (i) the various covenants, agreements and undertakings of the Lessor contained in this Assignment and (ii) any other provisions to the contrary herein contained, no recourse shall be had for the payment of the principal of or interest or premium, if any, on or in respect of the Purchase Price or the Conditional Sale Indebtedness, or any other indebtedness evidenced thereby or by this Assignment, or for any claim based thereon or otherwise in respect thereof, or based on or in respect of this Assignment or any other instruments securing the payment of the Purchase Price or the Conditional Sale Indebtedness, against either (a) the Lessor or its successors or assigns, or (b) any present or future shareholder, director, officer, employee or incorporator of the Lessor; in any such case, under any rule of law, statute or otherwise, or by the enforcement of any assessment, penalty or deficiency judgment, it being expressly understood that all such liability of (i) the Lessor and its successors or assigns, and (ii) any present or future shareholder, director, officer, employee or incorporator of the Lessor, in each case, is hereby expressly waived and released as a condition of, and as consideration for, the execution of this Assignment; provided, however, that this provision shall not (i) impair in any way the lien of the Conditional Sale Agreement upon the property covered thereby or (ii) prevent the failure to make any payment in respect of the Purchase Price or Conditional Sale Indebtedness from being a default under this Assignment.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by officers thereunto duly authorized, and their respective corporate seals to be affixed and duly attested, all as of the date first above written.

PRINCETON BANK AND TRUST COMPANY

(Corporate Seal)

Attest:

  
Agnis Constance  
Asst. Secretary

By



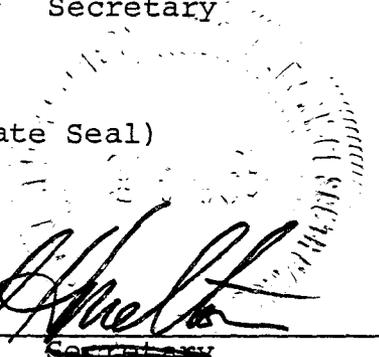
Vice President

A.W. Georgantas

THE CITIZENS AND SOUTHERN NATIONAL BANK  
OF SOUTH CAROLINA

(Corporate Seal)

Attest:

  
Byrd A. McLean  
Secretary

By



Vice President

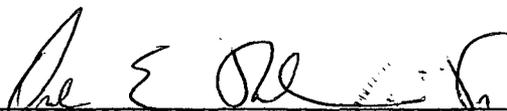
CORPORATE TRUST OFFICER

Trust Operations Officer

STATE OF NEW JERSEY :  
COUNTY OF MERCER : SS:

On this 14<sup>th</sup> day of March, 1978, before me personally appeared A.W. GEORGANTAS, to me personally known, who, being by me duly sworn, says that he is Vice President of Princeton 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  
STATE OF NEW JERSEY  
NOTARY PUBLIC  
MY COMMISSION EXPIRES

My Commission expires:

STATE OF SOUTH CAROLINA :  
COUNTY OF *RICHLAND* : ss:

On this *15<sup>th</sup>* day of March , 1978, before me personally appeared *BILFORD McDONALD* , to me personally known, who, being by me duly sworn, says that he is of THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and 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.

*Lillian B. Whoroid*  
\_\_\_\_\_  
Notary Public

(Notarial Seal)

My Commission expires:  
*My Commission Expires January 8, 1981*