



Three Radnor Corporate Center, Suite 400
Radnor, Pennsylvania 19087

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RECORDATION NO. 15066 ^B Filed & Recorded

OCT 9 1986 11-1 5 AM

INTERSTATE COMMERCE COMMISSION

No. 6-282A053
Date OCT 9 1986
Fee \$ 30.00

VIA FEDERAL EXPRESS

October 8, 1986

RECORDATION NO. 15066 ^{AK} Filed & Recorded
Washington, D.C.

OCT 9 1986 11-1 5 AM

Office of the Secretary
Applications & Fees ^{INTERSTATE COMMERCE COMMISSION}
Interstate Commerce Commission
Room B207
12th Street & Constitution Avenue, N.W.
Washington, D.C. 20423

RECORDATION NO. 15066 Filed & Recorded

OCT 9 1986 11-1 5 AM

INTERSTATE COMMERCE COMMISSION

Gentlemen/Ladies:

RE: Provco Leasing Corporation, Debtor ^{Suite 400}
Bank of Virginia, Secured Party ^{same address}
^{P.O. B. 26265}
^{Richm Va 23260}

Enclosed herewith for filing are an original and two copies of a Management Agreement, Assignment of Management Agreement and Acknowledgement of Assignment of Management Agreement between the captioned parties. The originals are for your files and two copies of each document should be stamped immediately upon receipt and returned to me in the Federal Express envelope provided for that purpose.

Our check in the amount of \$30.00 is enclosed to cover the filing fees.

Thank you for your assistance in this matter.

Very truly yours,

Margaret Mary King
Margaret Mary King
Assistant Counsel

MMK:jap
Encls.

cc: E. K. Geisler, Jr., Esquire

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MOTOR OPERATED UNIT

Interstate Commerce Commission

Washington, D.C. 20423

10/9/86

OFFICE OF THE SECRETARY

Margaret Mary King
Assistant Counsel
LFC
Three Radnor Corporate Center, Suite 400
Radnor, PA. 19087

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 10/9/86 at 11:15am, and assigned re-
recording number(s).

15066, 15066-A & 15066-B

Sincerely yours,

Norita L. McGee
Secretary

Enclosure(s)

SE-30
(7/79)

RECORDATION NO. 5066/B

Filed & Recorded

OCT 9 1986 11-1 5 AM

CONSENT AND AGREEMENT

INTERSTATE COMMERCE COMMISSION

The undersigned, NATIONAL RAILWAY UTILIZATION CORPORATION, a South Carolina corporation ("NRUC"), the managing agent named in the Management Agreement (the "Management Agreement") referred to in the Assignment of Management Agreement dated as of September 9, 1986 from Provco Leasing Corporation to Bank of Virginia (the "Assignment"), hereby (a) acknowledges receipt of a copy of the Assignment and (b) consents to all the terms and conditions of the Assignment and agrees that:

(1) NRUC will pay all revenues, casualty payments, liquidated damages, indemnities, and all other moneys provided for in the Management Agreement (which moneys are hereinafter called the "Payments") due and to become due under the Management Agreement or otherwise in respect of the railroad boxcars ("Boxcars") covered thereunder, directly to the Assignee or to whomsoever the Assignee may from time to time direct.

(2) the Assignee shall be entitled to receive all notices to be given to Owner and to all other benefits of, and to receive and enforce performance of, all the covenants to be performed by NRUC under the Management Agreement as though the Assignee were named therein as the Owner.

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

(4) the Management Agreement shall not, without the prior written consent of the Assignee, be terminated (except as permitted thereunder), amended or modified, nor shall any action be taken or omitted by NRUC, the taking or omission of which might result in an alteration or impairment of the Management Agreement or the Assignment, or of any of the rights created by either thereof, and any such action without the consent of the Assignee shall be void.

(5) any consent or waiver under the Management Agreement given by Owner (as defined in the Management Agreement), any notice given by Owner thereunder or other exercise of any rights, powers or remedies of the Owner thereunder by Owner, or any release of any obligations of NRUC by Owner thereunder without the prior written consent of Assignee 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.

Dated as of September 9, 1986 NATIONAL RAILWAY UTILIZATION CORPORATION

Management Agreement dated as of September 9, 1986 By [Signature] Vice President

STATE OF Pennsylvania :
COUNTY OF Philadelphia : SS:

On this 2nd day of October, 1986, before me personally appeared John A. Maricotte, to me personally known, who, being by me duly sworn, says that he is 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)

[Signature]
Notary Public

My Commission expires: BARBARA ANN RASTETTER
Notary Public, Phila., Phila. Co.
My Commission Expires April 14, 1990