WACHOVIA

Wachovia Bank, N.A.
Post Office Box 1678
Sumter, South Carolina 29151-1678

July 12, 1999

Surface Transportation Board
Attn: Taledia Stokes
1925 K Street Northwest
Suite 704
Washington, D.C. 20423-0001

RECORDATION NO. 22250 FILED

JUL 15 '99 11-00AM

TS

RECEIVED JUL 15 1999 MAIL MANAGEMENT STB

Dear Ms. Stokes:

The enclosed documents are to a recent loan made by Wachovia Bank, N.A. to Sumter Transport Company, Inc. As information, the new loan was secured by 2 rail cars as identified by "Attachment A." The terms and conditions of the loan are as follows:

Borrower	**Lender**
Sumter Transport Co., Inc.	Wachovia Bank, N.A.
170 S. South Lafayette Blvd	100 N. Main Street
Sumter, SC 29150	Winston Salem, N.C.
Contact: Mr. Ray Kropp	Contact: Mr. David Charpia
Phone: 803-778-1800	Phone: 803-778-7711

The loan will be secured by a first lien position on the 2 rail cars plus the agitation equipment that will be installed in the near future. In order to perfect our security interest, we have enclosed a signed Security Agreement date 6-21-99 with an "Attachment A" that lists all proposed collateral. It will be important that our first lien position be properly recorded and acknowledged by your organization.

Please use this letter to serve as a transmittal letter to allow the Security Agreement and Attachment A documents be properly recorded and filed with your organization. Please let me know if you have any questions or need any additional information. You can reach me at 803-778-7711.

Thank you for your assistance in this matter.

Sincerely,

David J. Charpia
Senior Vice President

DJC/vob

Attachment(s)

#3001757494

WACHOVIA

Security Agreement - Commercial

CERTIFIED TRUE COPY:
Victoria O. Barrineau

Sumter, South Carolina **Date: June 21, 1999**

Sumter Transport Company, Inc., a corporation with its principal place of business located at 170 South Lafayette Boulevard, Sumter, Carolina 29150 (the "Pledgor"), for value received, hereby assigns, conveys, transfers and grants a continuing lien and security interest and title in and to WACHOVIA BANK, N.A., with an address of 100 N. Main Street, Winston-Salem, North Carolina (the "Lender") in the Collateral as defined, checked and filled in below:

RECORDATION NO. 22250 FILED JUL 15 '99 11-00AM

COLLATERAL *check appropriate box(es):*

☐ ACCOUNTS. Each and every account, chattel paper, general intangible and instrument, as those terms are defined in the UCC (as defined below), and all other rights of Pledgor to the payment of money of every nature, type and description, whether now owing to Pledgor or hereafter arising, and all monies and other proceeds (cash or non-cash), including, without limitation, the following: all accounts, accounts receivable, book debts, securities, instruments and chattel paper, books of account and records of Pledgor, deposit account balances, notes, drafts, acceptances, rents, guest room receipts, payments under leases or sales of Equipment or Inventory (as defined below) and other forms of obligations now or hereafter received by or belonging or owing to Pledgor for goods sold or leased and/or services rendered by it, and all of Pledgor's rights in, to and under all purchase orders, instruments and other documents now or hereafter received by it evidencing obligations for and representing payment for goods sold or leased and/or services rendered, and all monies due or to become due to Pledgor under all contracts for the sale or lease of goods and/or the performance of services by it, now in existence or hereafter arising, including, without limitation, the right to receive the proceeds of said purchase orders and contracts; all contracts, leases, instruments, undertakings, documents or other agreements in or under which Pledgor may now or hereafter have any right, title or interest; all customer lists, tax refunds due Pledgor from any governmental agency; and any and all proceeds of any of the above;

☐ INVENTORY. All "inventory", as such term is defined in the UCC, now owned or hereafter acquired by Pledgor, of every nature, type and description, wherever located, including, without limitation, all of Pledgor's goods or personal property held for lease or sale or being processed for lease or sale, all raw materials, work in progress, finished goods, packaging materials, goods held for display or demonstration, goods on lease or consignment, returned and repossessed goods and all other materials or supplies used or consumed or to be used or consumed in Pledgor's business or in the processing, packaging or shipping of the same, excluding any toxic, hazardous or radioactive material or any other material which may be disposed of lawfully only pursuant to a special permit or at a government approved facility, all documents including, without limitation, documents of title, warehouse receipts and bills of lading covering all or any portion of such inventory, and all customer lists; and any and all proceeds and products of any of the above;

☐ EQUIPMENT. All "equipment", as such term is defined in the UCC, now owned or hereafter acquired or leased by Pledgor, including, without limitation, any equipment described on a schedule attached hereto, all tools and items of machinery and equipment of any kind, nature and description whether affixed to real property or not, as well as trucks and vehicles of every description, trailers, handling and delivery equipment, furnishings, leasehold improvements, fixtures and office furniture and all other tangible personal property of Pledgor of every nature, type and description, and any and all additions to, substitutions for and replacements of or accessions to and property similar to any of the foregoing, wherever located, together with all attachments, components, parts (including spare parts), equipment and accessories installed thereon or affixed thereto and all fuel for any thereof; and any and all proceeds of any of the above;

☐ GENERAL INTANGIBLES. All "general intangibles", as such term is defined in the UCC, now owned or hereafter acquired by Pledgor or in which Pledgor now has or hereafter acquires any right, title or interest, including, without limitation, (a) all of Pledgor's choses in action, suits, actions, causes of action and claims of every kind and nature, whether at law or in equity, (b) all condemnation awards and insurance proceeds, (c) all tax refunds, rights and claims thereto and other payments from any local, state or federal government authority or agency, (d) all contract rights, licenses, permits, zoning approvals, rights, agreements and all other private or governmental documents of every kind or character whatsoever and (e) all customer lists, servicing rights, patents and patent rights (whether or not registered), licenses, permits, certificated and uncertificated securities, investment property, trade marks, service marks, trade names, logos, copyrights, computer programs and software, goodwill; and any and all proceeds of any of the above;

☒ OTHER. That certain equipment collateral being more particularly described in Schedule "A" attached hereto and made a part hereof. and any and all proceeds thereof and any and all replacements of or accessions to and property similar to the foregoing; all collectively referred to hereinafter as "Other Collateral."

(The Accounts, Inventory, Equipment, General Intangibles and Other Collateral, or such as are checked above, including all instruments, documents, securities, cash, property, books and records, computer storage media and ledger books arising out of or related in any way to any of the foregoing, owned by Pledgor or in which Pledgor has an interest, which now or hereafter are at any time in the possession or control of Lender or in transit by mail or carrier to or from Lender or in the possession of any third party acting on behalf of Lender, without regard to whether Lender received the same in pledge, for safekeeping, as agent for collection or transmission or otherwise or whether Lender had conditionally released the same, and any deposit accounts of Pledgor with Lender against which Lender may exercise its right of setoff, are hereinafter collectively referred to as the "Collateral"). Proceeds of the Collateral shall include any proceeds of insurance thereon against fire or physical damage whether or not such policy shall contain an endorsement in favor of Lender. "UCC" as used herein shall mean Article 9 of the Uniform Commercial Code of the State of South Carolina as in effect on the date hereof. All other terms used herein which are defined in the UCC shall have the meanings therein stated.

1. **Obligations Secured.**

The security interest hereby granted is to secure the payment to Lender and the performance of all indebtedness, liabilities and obligations of Pledgor to Lender whatsoever, whether existing as of the date hereof or hereafter arising, and whether direct, indirect, absolute or contingent, joint or several, as maker, endorser, guarantor, surety or otherwise, including without limiting the generality of the foregoing, (i) any indebtedness, liability or obligation of Pledgor to Lender for any credit extended to Pledgor by Lender prior to the date hereof, and any and all extensions or renewals thereof in

whole or in part, (ii) any indebtedness, liability or obligation of Pledgor to Lender under any later or future advances or loans made by Lender to Pledgor, and any and all extensions or renewals thereof in whole or in part; and (iii) all costs, expenses and reasonable attorneys' fees incurred by Lender in connection with the collection of any of the foregoing or in the protection or enforcement of Lender's rights or remedies hereunder or under any instrument or document given in connection with any of the foregoing (hereinafter collectively referred to as the "Obligations"), provided, however, that the security interest hereby granted shall not include (a) consumer credit as defined in Federal Reserve Board Regulation Z or (b) non-consumer credit if under applicable state law the maximum interest rate for such credit is reduced when secured.

2. **Representations.** Pledgor represents and warrants to Lender (which representations and warranties shall be deemed to be renewed as of the date of each renewal or extension of credit under any Obligation) as follows:

(a) Pledgor now owns, or will use the proceeds of the loan advances secured hereby to become the owner of the Collateral and has the right to grant to Lender a security interest therein. Pledgor has full authority from its directors and/or shareholders, members or partners (if any) to grant a security interest in the Collateral to Lender.

(b) Pledgor's legal name is the name set forth in the first paragraph of this Agreement and the following is a list of any and all names used by Pledgor during all or any part of the five year period preceding the date of this Agreement: N/A

(c) Pledgor's chief executive office and principal place of business is at the address set forth in the first paragraph of this Agreement and the following is a list of all business addresses used by Pledgor during all or part of any of the five year period preceding the date of this Agreement:
N/A

(d) The records relating to the Collateral will be located at the address set forth in the first paragraph of this Agreement unless a different address is hereby specified: N/A

(e) The Collateral will be located at the address set forth in the first paragraph of this Agreement unless a different address is hereby specified:
N/A

(f) All or a part of the Collateral is or will be attached to real estate described as N/A and its record owner is N/A (if more than one record owner, all must be shown). Notwithstanding the above, and regardless of the manner of the affixation, the Collateral shall remain personal property and will not become part of the real estate.

(g) Pledgor has not previously assigned or encumbered any Collateral, the Collateral is free and clear of any and all security interests, liens, and encumbrances whatsoever, other than those to Lender, and no financing statement covering the Collateral or any proceeds thereof is on file in any public office except those in favor of Lender.

(h) The Accounts hereby assigned are bona fide and correct in amount, and there are no set-offs, counterclaims or defenses of any kind thereto, except as may have been disclosed to Lender in writing.

(i) The Collateral is not and shall not be used for personal, family, household or farming use.

(j) Pledgor has delivered or will deliver to Lender all documents of title evidencing Inventory, including, but not limited to, bills of lading, dock warrants, dock receipts and warehouse receipts.

3. **Covenants.** Until the Obligations are paid and/or performed in full and Lender is no longer obligated to extend additional extensions of credit or financial accommodations on the Obligations, Pledgor agrees:

(a) To promptly pay, without offset or deduction, any amount due under any Obligation, whether principal, interest, late charges or otherwise, even if the Collateral is lost, damaged, or destroyed.

(b) To pay when due all taxes, licenses, repair bills and other assessments and public or private charges and to forward to Lender upon request evidence of such payments.

(c) To maintain insurance on the Collateral in amounts at least equal to the fair market value of the Collateral and against casualty, public liability and property damage risks and such other risks as Lender may request. All insurance shall be with reputable companies with a *Best Insurance Report* Rating of B+ or better, and Pledgor will pay all premiums for insurance when due. Unless and until requested by Lender, Pledgor shall not be required to name Lender as additional insured in such policy or to provide Lender a copy of the policy for or certificate evidencing such insurance, but when and if requested by Lender, Pledgor shall immediately (but no later than five (5) calendar days) (i) cause all policies of such insurance to specify that Lender is an additional insured as its interests may appear and to provide that such insurance shall not be cancellable by Pledgor or the insurer without at least 30 days advance written notice to Lender and that proceeds are payable to Lender regardless of any act or omission of Pledgor which would otherwise result in a denial of a claim; and (ii) deliver all policies or certificates thereof (with copies of such policies) to Lender. In the event any or all insurance hereinbefore provided for is cancelled, any returned premium thereon may be collected by Lender and applied by Lender to any part of the Obligations, whether matured or unmatured.

(d) To keep and maintain, at Pledgor's own expense, satisfactory, complete and current records of the Collateral, including, but not limited to, a record of all shipments received, deliveries made, payments received, credits granted thereon and other dealings therewith; and to furnish such reports on Pledgor and the Collateral to Lender as Lender may request from time to time.

(e) To keep the Collateral in good order and repair, at Pledgor's expense. Pledgor will not violate any federal, state or local law or regulation, including, without limitation, environmental laws and regulations, in the use, operation, manufacture or storage of the Collateral.

(f) To execute and deliver on demand such further assurances and to take such steps as may be necessary to perfect and maintain Lender's security interest in the Collateral (including, but not limited to, obtaining certificates of title showing Lender's lien and executing assignments and financing and

continuation statements) and to preserve the priority of Lender's security interest and lien on the Collateral. Pledgor will reimburse Lender for all expenses incurred in the filing and obtaining of such documents and perfecting its security interest in the Collateral.

(g) To pay promptly upon demand Lender's costs and expenses, including reasonable attorneys' fees, in connection with any litigation, claim, action or proceeding that may arise in connection with the collection, enforcement or protection of the Obligations or the Collateral.

(h) Not to sell, rent, lend, grant a security interest in, encumber, transfer or otherwise dispose of any of the Collateral or any portion thereof without prior written consent of Lender, except for the processing and sale of Inventory in the ordinary course of business for cash or on open account or other terms customarily extended by Pledgor to Pledgor's customers as long as no "Event of Default" (as defined below) has occurred. Pledgor will not permit any liens or security interests to attach to any of the Collateral except those created by this Agreement, will not permit any of the Collateral to be levied upon or seized under any legal process and will not do or permit anything to be done that may impair the security intended to be afforded by this Agreement.

(i) Not to change the location of the principal place of business or the Collateral or cause such Collateral to be moved, maintained or stored in any other location (except in connection with the delivery of Inventory to purchasers in the ordinary course of business) without giving Lender at least thirty (30) days prior written notice, and Pledgor will not move the Collateral from the state without prior written consent of Lender.

(j) To obtain, upon Lender's request, a waiver or disclaimer in favor of Lender and in a form satisfactory to Lender, signed by all persons owning or having an interest in real estate upon which all or part of the Collateral is or will be attached or used.

(k) To furnish Lender from time to time, upon request, with Pledgor's then current financial statement in form and detail satisfactory to Lender, as well as such other financial information as Lender may request from time to time.

(l) To maintain its existence in good standing as may be from time to time required by applicable law. Pledgor will not merge, consolidate or change control, without prior written approval of Lender. Pledgor will not change its name without giving Lender at least thirty (30) days prior written notice and delivering to Lender financing statements in the new name, duly filed in each jurisdiction where financing statements must be filed to perfect a security interest in the Collateral. At the request of Lender, Pledgor will qualify to do business and obtain all requisite licenses and permits in each state in which such qualification may be necessary in order to maintain any action to collect any Account.

(m) To permit Lender or its agent to enter upon Pledgor's premises at any time and without hindrance or delay to inspect the Collateral and to inspect, audit, copy and make extracts from the books, records, journals, orders, receipts, correspondence, computer storage media or data related or pertaining thereto; and for the further security of Lender, it is agreed that Lender has a special property interest in all books and records of Pledgor pertaining to Accounts. Lender shall also have the right at any time to make direct verification with any account debtors as concerns the Collateral. Pledgor shall, at its own expense and cost, deliver any such books, account ledgers and records to Lender or any designated agent of Lender at any time upon request.

(n) To notify Lender immediately in the event that any Inventory purchased by or to be delivered to Pledgor shall be evidenced by a bill of lading, dock warrant, dock receipt, warehouse receipt or other document of title, and to deliver such document to Lender upon request. Pledgor also agrees to deliver to Lender on demand all Collateral of which Lender is required to take possession in order to perfect its security interest therein, promptly upon the acquisition by Pledgor of any interest in such Collateral after the date hereof.

(o) Not to compromise, modify or discount any Account, except for ordinary trade discounts or allowances for prompt payment, without the prior written consent of Lender.

(p) If any of the Accounts are or should become evidenced by promissory notes, trade acceptances or other instruments, to immediately notify Lender and upon request by Lender to deliver the same to Lender appropriately endorsed or assigned with recourse to Lender's order, and regardless of the form of such endorsement or assignment, Pledgor hereby waives presentment, demand, notice of dishonor, protest and notice of protest and all other notices with respect thereto.

(q) Lender hereby authorizes Pledgor to collect the Accounts, but Lender may, without cause or notice, curtail or terminate this authority at any time. Upon notice by Lender to Pledgor, Pledgor shall forthwith, upon receipt of all checks, drafts, cash and other remittances in payment of or on account of the Accounts, deposit the same in one or more special accounts maintained with Lender, over which Lender alone shall have the power of withdrawal. The remittance of the proceeds of such Accounts shall not, however, constitute payment or liquidation of such Accounts until Lender shall receive good funds for such proceeds. Funds placed in such special accounts shall be held by Lender as security for the Obligations. These proceeds shall be deposited in precisely the form received, except for the endorsement of Pledgor where necessary to permit collection of items, which endorsement Pledgor agrees to make, and which endorsement Lender is also hereby authorized to make on behalf of Pledgor. In the event Lender has notified Pledgor to make deposits to a special account, pending such deposit, Pledgor agrees that it will not commingle any such checks, drafts, cash or other remittances with any funds or other property of Pledgor but will hold them separate and apart therefrom, and upon an express trust for Lender until deposit thereof is made in the special account. Lender will from time to time apply the whole or any part of collateral funds on deposit in this special account against such Obligations secured hereby as Lender may in its discretion elect. At the sole election of Lender, any portion of said funds on deposit in the special account which Lender shall elect not to apply to such Obligations, shall be paid over by Lender to Pledgor. Lender, or its agents, shall have the right at any time, whether or not an Event of Default (as defined below) shall have occurred (i) to notify any and all account debtors to make payment directly to Lender and otherwise to notify the account debtors of this assignment, (ii) to ask for, demand, collect, institute and maintain suits for, receive, compound, compromise and give acquittances for any and all sums owing, which are now or may hereafter become due upon said Accounts, and to enforce payment thereof either in its own name or in Pledgor's name, (iii) to endorse the name of Pledgor on checks, drafts or other items tendered or received in payment of said Accounts and (iv) to enter upon the premises of Pledgor at any time for the purpose of reducing to possession the Collateral (including chattel paper) and all cash or non-cash proceeds thereof.

(r) Lender shall have the right at any time to apply the net proceeds of the Accounts whether or not an Event of Default shall have occurred under this Agreement, and the net proceeds of the sale or other disposition of the Inventory, Equipment, or General Intangibles upon the occurrence of an Event of Default under this Agreement, and any other proceeds arising under this Agreement, first, to any Obligation owed Lender under this Agreement and the then balance, if any, to other indebtedness of Pledgor owed to Lender.

(s) If Pledgor fails to perform any of Pledgor's duties and obligations under this Agreement, Lender may, at its option, but without obligation, perform such duty or obligation and any cost, fees and expenses incurred by Lender in connection therewith shall be payable by Pledgor on Lender's demand for same and until paid shall bear interest at the highest rate permitted by law. In connection therewith, Pledgor hereby irrevocably designates, appoints and

empowers Lender, at Pledgor's cost and expense, to do in the name of Pledgor any and all actions which Lender may deem necessary or advisable to carry out the terms hereof upon the failure, refusal or inability of Pledgor to do so and Pledgor hereby agrees to indemnify and hold Lender harmless from any cost, damage, expense or liability arising against or incurred by Lender in connection therewith.

4. **Events of Default.** Any one of the following events will constitute an "Event of Default" under this Agreement:

(a) If any payment on an Obligation or hereunder is not paid when due, or if any payment of any other present or future debt, liability or obligation of Pledgor, or any endorser, surety or guarantor of any Obligation (Pledgor, or any endorser, surety or guarantor of any Obligation may be referred to generally as a "Party") to Lender is not paid when due.

(b) If any Party defaults under or breaches any covenant or provision of an Obligation or defaults under or breaches any covenant or provision of this Agreement or any other instrument or agreement delivered to Lender in connection with this Agreement or any other transaction or agreement with Lender; or if any Party makes a materially false or misleading statement to Lender.

(c) If any Collateral is lost, stolen, abandoned, destroyed, severely damaged, involved in a legal proceeding, sold, encumbered or transferred except as permitted by prior agreement with Lender.

(d) If any Party dissolves, merges, consolidates, changes control or ceases to be a going concern.

(e) If a petition or complaint in bankruptcy, for arrangement or reorganization or for relief under any insolvency law is filed by or against any Party, or if any Party admits an inability to pay such Party's debts as they mature.

(f) If any property of any Party is seized, attached or levied on, or if a receiver or custodian is appointed for any Party.

(g) If Lender in good faith believes that (i) the prospect of payment or performance is impaired, (ii) any Collateral is insecure or (iii) a material adverse change has occurred in any Party's financial condition.

(h) If any guaranty obtained in connection with an Obligation is terminated.

(i) If there shall occur a default under any lien or security interest affecting the Collateral, either superior or inferior to the security interests created by this Agreement.

5. **Remedies.** If an Event of Default occurs, then without prior notice (unless otherwise provided below), and in addition to any other rights or remedies provided by law or by contract or accorded to a secured party under the UCC, Lender may in its sole discretion exercise any of the following rights or remedies:

(a) Lender may refuse any further request for advances to Pledgor and/or may declare all sums due under any of the Obligations immediately due and payable. If a note constituting any of the Obligations shall be a demand instrument, however, the recitation of the right of Lender to declare any and all of the Obligations to be immediately due and payable or the recitation of Events of Default shall not constitute an election by Lender to waive its right to demand payment under a demand at any time and in any event as Lender in its sole discretion may deem appropriate.

(b) Upon the occurrence of any Event of Default, Lender may take possession of the Collateral and exercise its rights hereunder without giving Pledgor any opportunity for hearing to be held before Lender, through judicial process or otherwise. PLEDGOR DOES HEREBY EXPRESSLY AND VOLUNTARILY WAIVE ALL RIGHTS THAT PLEDGOR HAS OR MAY HAVE WITH RESPECT TO A PRE-SEIZURE HEARING, AND DOES HEREBY AGREE TO A WAIVER OF HEARING PRIOR TO IMMEDIATE POSSESSION OF THE COLLATERAL BY LENDER. Lender may require and Pledgor agrees upon demand to assemble the Collateral and make it available to Lender at a place to be designated by Lender that is reasonably convenient to both parties, and/or Lender may enter any premises and take possession of the Collateral or any part thereof. Unless the Collateral is perishable or threatens to decline speedily in value or is of type customarily sold on a recognized market, Lender will give Pledgor reasonable notice of time and place of any public sale thereof or the time after which any private sale or any other intended disposition thereof is to be made. The requirement of reasonable notice shall be met if notice is mailed, postage prepaid to Pledgor at its above mentioned address, at least ten (10) days before the time of sale or disposition of the Collateral. Lender may apply cash proceeds from a sale or disposition first to the expenses of such sale or disposition or other enforcement measures, including reasonable attorneys' fees and legal expenses, and then to the Obligations in such order as to principal or interest as Lender may desire. Pledgor will remain liable for and will pay to Lender any deficiency remaining after such application of proceeds.

(c) Lender may appropriate, set off and apply for the payment of any or all of the Obligations, any and all balances, sums, property, claims, credits, deposits, accounts, reserves, collections, drafts, notes or other items or proceeds of the Collateral in or coming into the possession of Lender or its agents and belonging or owing to Pledgor, without notice to Pledgor and in such manner as Lender may in its discretion determine.

(d) All payments received by Pledgor under or in connection with any of the Collateral shall be segregated from other funds of Pledgor, held in trust for Lender and promptly upon receipt turned over to Lender, duly endorsed to Lender, if required. Lender shall hold such payments as collateral security and apply them to the Obligations in such order as Lender may elect. Any balance of such payments remaining after payment in full of the Obligations shall be paid to Pledgor or to whomever is lawfully entitled to receive such payments.

(e) Pledgor shall pay to Lender, on demand, any and all costs and expenses, including all reasonable attorneys' fees, incurred or paid by Lender in protecting or enforcing its rights, powers and remedies hereunder or under any other agreement with any Party or any Obligation secured hereby or thereby or in any way connected with any proceeding or action, judicial or otherwise, by whomsoever initiated concerning the protection or enforcement thereof.

(f) All rights and remedies of Lender under any law, under this Agreement or under any agreement given in connection with this Agreement shall be cumulative and not exclusive and may be exercised successively or concurrently.

6. **Miscellaneous.**

(a) No lawful act of commission or omission upon the part of Lender, or any delay in exercising its rights hereunder, shall in any way or at any time affect, impair or waive the rights of Lender to enforce any right, power or benefit hereunder. The provisions of this Agreement may be amended only by the written agreement of Lender and Pledgor.

(b) Pledgor hereby waives presentment, notice of dishonor and protest of all instruments relating to the Obligations or the Collateral and any notices and demands (except as expressly provided herein) whether or not relating to such instruments. PLEDGOR FURTHER WAIVES ANY RIGHT TO TRIAL BY JURY IN CONNECTION WITH THIS AGREEMENT AND THE ENFORCEMENT OF ANY RIGHTS PURSUANT HERETO.

(c) Any notice or demand given hereunder shall be deemed to have been sufficiently given or served for all purposes by being sent by certified mail, return receipt requested, postage prepaid, to Pledgor and/or Lender at the addresses for each as mentioned above, but nothing herein shall be construed to invalidate any other form of communication actually received by the party to whom the same is directed.

(d) Upon the payment in full of all Obligations, Lender shall have no duty to release the Collateral nor to release Pledgor from any duty or obligation hereunder unless a period of 95 days, beginning with the date of the last payment made by any Party who shall be so obligated or shall elect to pay, as the case may be, shall elapse during which period no petition in bankruptcy shall be filed by or against any Party. In the event any Obligation secured hereby is paid by Pledgor, or any maker, endorser or guarantor of the Obligations and because of bankruptcy or other law relating to creditor's rights, such payment is deemed to constitute a preference, Pledgor agrees to remain liable hereunder if Lender is compelled to repay any such Obligation or any part thereof to any trustee, receiver, custodian or otherwise.

(e) All rights of Lender hereunder shall inure to the benefit of its successors and assigns and all obligations of Pledgor hereunder shall bind his, her, or its heirs, personal representatives, successors and assigns, but nothing herein shall authorize Pledgor to assign this Agreement or its rights in and to the Collateral.

(f) Pledgor shall protect, indemnify and save harmless Lender from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon, incurred by, or asserted against, Lender on account of (i) any failure or alleged failure of Pledgor to comply with any of the terms or representations in this Agreement, (ii) any claim or loss or damage to the Collateral or any injury or claim of injury to, or death of, any person or property that may be occasioned by any cause whatsoever pertaining to the Collateral or the use, occupancy or operation thereof or (iii) any failure or alleged failure of Pledgor to comply with any law, rule or regulation regarding the use, occupancy or operation of the Collateral, provided that such indemnity shall be effective only to the extent of any loss, cost or damage that may be sustained by Lender in excess of any net proceeds received by it from any insurance (other than self-insurance) carried with respect to such loss. Nothing contained herein shall require Pledgor to indemnify Lender for any claim or liability resulting from its gross negligence or its willful and wrongful acts. The covenants in this Paragraph shall survive payment of the Obligations. The indemnity provided for herein shall extend to the officers, directors, employees and duly authorized agents of Lender.

(g) Nothing in this Agreement shall be construed to impose any obligation upon Lender to expend funds or to extend or continue any credit whatsoever to Pledgor or Obligor or to take any other discretionary act herein permitted, except to the extent that Lender may from time to time obligate itself to do so in writing, and Lender shall have no liability or obligation for any delay or failure to take any discretionary act.

(h) If any Obligation secured hereby concerns a guarantor or other indirect or contingent obligation related to another party, Pledgor represents to Lender that Lender will have no duty or obligation to investigate such party's financial affairs for the benefit of Pledgor or to advise Pledgor of any fact respecting, or of any change in, such other party's financial condition or affairs which might come to Lender's attention.

(i) The rights, powers, and remedies of Lender under this Agreement shall be in addition to all rights, powers and remedies given to Lender by virtue of statute, rule of law, any documents executed in conjunction with any agreement or instrument evidencing or securing the Obligations or any other agreement, all of which rights, powers and remedies shall be cumulative and may be exercised successively or concurrently without impairing Lender's security interest in the Collateral.

(j) This Agreement shall be governed by the laws of the State of South Carolina.

IN WITNESS WHEREOF, Pledgor has caused this Agreement to be signed under seal as of the day and year first above written.

If Pledgor is a Corporation/LLC:

Sumter Transport Company, Inc.
Name of Corporation/LLC

By: ✓ (SEAL)

Title: **Scott W. Rumph, Jr., President**

Attest:
Sec/Asst. Sec.

If Pledgor is a Partnership:

Name of Partnership

By: (SEAL)
, General Partner

SCHEDULE A

The following described equipment now owned or hereafter acquired by Debtor and any and all additions to, substitutions for and replacements of or accessions to and property similar to any of the foregoing, wherever located, together with all attachments, components, parts (including spare parts), equipment and accessories installed thereon or affixed thereto and all fuel for any thereof; and any and all proceeds of any thereof (including the proceeds of insurance) and any and all replacements of or accessions to and property similar to the foregoing:

One (1) Used 1974 20,000 Gallon Rail Tank Car Number UTLX 72739

One (1) Used 1974 20,000 Gallon Rail Tank Car Number UTLX 72740