

CONSENT AND AGREEMENT SEP 14 1979 - 2 00 PM

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 foregoing Assignment of Management Agreement (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: September 14, 1979

NATIONAL RAILWAY UTILIZATION CORPORATION

Management Agreement dated as of September 7, 1979.

By [Signature]
Vice President

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF *Phila*) ss:

On this *13th* day of *September*, 1979, before me personally appeared *Charles P. Turnbush* 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.

Nita Godmilow

Notary Public

SEAL

My Commission Expires:

NITA GODMILOW
Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires September 17, 1979