

ITEL

Istel Rail Corporation

55 Francisco Street
San Francisco, California 94133
(415) 984-4000

RECORDATION NO. 9460 Form 1425

FEB 05 1986 - 2 32 PM

January 15, 1986

INTERSTATE COMMERCE COMMISSION

No. **6-036A023**
Date **FEB 5 1986**
Fee \$ **20.00**

ICC Washington, D. C.

Honorable James H. Bayne, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

20.00 fee:
10.00 for doc
10.00 for cross indexing

Dear Mr. Bayne:

Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith on behalf of Istel Rail Corporation for filing and recordation under the Lease Agreement dated as of April 25, 1978 between Istel Rail Corporation, Rail Division as predecessor in interest to Istel Rail Corporation and Mississippi Export Railroad Company which was filed with the I.C.C. on June 27, 1983 and given I.C.C. Recordation No. 9460, six counterparts of the following document:

Consent to Assignment of Lease Agreement dated as of October 1, 1985.

Please cross-index this Consent to the Participation Agreement dated as of November 15, 1976 between SSI Rail Corp., Istel Corporation, FMC Finance Corporation, The Travelers Insurance Company, First Security Bank of Utah, N.A., and Harris Trust and Savings Bank which was filed with the I.C.C. on February 23, 1977 under Recordation No. 8708. *Cross index*

The name and address of the party to the aforementioned is:

Mississippi Export Railroad Company
Box 743
Moss Point, Mississippi 39563

The equipment covered by this Consent is twenty-five (25) 50'6", 70-ton, Plate C, XM boxcars bearing reporting marks MSE 1856-1880.

Also enclosed is a check in the amount of \$20.00 for the required recording fee.

REC'D
FEB 5 2 21 PM '86
COMMUNICATIONS UNIT
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE

Check this one will be 9460-J

Completed A.H. Hamant

Mr. James H. Bayne, Secretary
January 15, 1986
Page Two

Please stamp all counterparts of the enclosed Consent with your official recording stamp. You will wish to retain one (1) counterpart of the document for your files; it is requested that the remaining three (3) counterparts be returned to the bearer of this document.

Sincerely,

A handwritten signature in cursive script that reads "Denise M. Bottarini".

Denise M. Bottarini
Senior Legal Assistant

DMB/vdv/95

cc: Howard Chabner
Robert S. Clark
John Britt

Interstate Commerce Commission
Washington, D.C. 20423

2/5/86

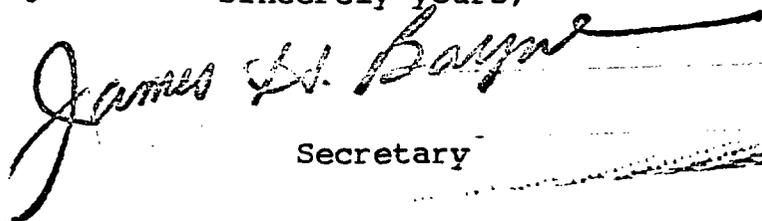
OFFICE OF THE SECRETARY

Denise M Bottarini
Itel Corporation)
55 Francisco Street
San Francisco, Calif. 94133

Dear Ms. Bottarini:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/5/86 at 2:30pm and assigned re-
recording number (s) 9469-J, 9756-W, 14029-E, 14548-C 14615-B
14774-C

Sincerely yours,


Secretary

Enclosure(s)

9460-J

12/09/85

RECORDATION NO. 9460-J Filed 1985

FEB 05 1986 -2 32 PM

CONSENT TO ASSIGNMENT OF LEASE AGREEMENT
DATED AS OF OCTOBER 1, 1985

INTERSTATE COMMERCE COMMISSION

The undersigned, **MISSISSIPPI EXPORT RAILROAD COMPANY**, the sublessee under the Lease Agreement (the "Lease Agreement") made as of April 25, 1978 with **ITEL RAIL CORPORATION** ("IteI Rail") as sublessor, hereby consents to the collateral assignment by IteI Rail to First Security Bank of Utah, N.A. as trustee ("Trustee") under the Restated Equipment Lease ("Equipment Lease") dated as of November 15, 1976 between the Trustee and SSI Rail Corp. ("SSI"), predecessor in interest to IteI Rail, as lessee, of the rights and interests of IteI Rail under the Lease Agreement set forth in Section 20 of the Equipment Lease as to the Items of Equipment (but only as to such Items) which are described in Schedule A hereto and the further assignment under the Security Agreement-Trust Deed ("Security Agreement") dated as of November 15, 1976 between the Trustee and Harris Trust and Savings Bank, as security trustee (the "Security Trustee"). Upon the receipt by the undersigned of written notice from the Security Trustee that an Event of Default shall have occurred and be continuing under the Equipment Lease, the undersigned agrees that it will take such action as the Security Trustee shall reasonably request to cause the payment of rentals in respect of the Items of Equipment (but only such Items) described in Schedule A hereto due under the Lease Agreement to be made directly to the Security Trustee. The undersigned further confirms and agrees that its rights and interests under the Lease Agreement with respect to the Items of Equipment described in Schedule A hereto shall in all events be subject and junior to the rights and interests of the Trustee, as lessor under the Equipment Lease, and to the rights and interests of the Security Trustee under the Security Agreement, and that notwithstanding such collateral assignment, all obligations of IteI Rail under the Lease Agreement shall be and remain enforceable only against IteI Rail and neither the Trustee nor the Security Trustee shall, by virtue of such collateral assignment or otherwise, become liable to perform any such obligations of IteI Rail.

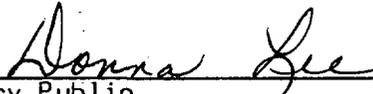
Date of Execution: December 18, 1985

By: R. C. Paul

Its: Vice President-General Manager

STATE OF MISSISSIPPI)
) ss:
COUNTY OF JACKSON)

On this 18th day of December, 1985, before me personally appeared R. A. Paul, to me personally known, who being by me duly sworn says that such person is Vice President-Gen. Manager of Mississippi Export Railroad Company, that the foregoing Consent to Assignment of Lease Agreement was signed and sealed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

My Commission Expires 12-5-86

SCHEDULE A

<u>A.A.R Mechanical Designation</u>	<u>Description</u>	<u>Numbers</u>	<u>No. of Cars</u>
XM	50' 6", 70-Ton Plate C, Nailable Steel Floors, Center of Car 20" cushioning Single Sheath	MSE 1856-1880	25