

TROUTMAN, SANDERS, LOCKERMAN & ASHMORE

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

ONE RAVINIA DRIVE  
SUITE 1600  
ATLANTA, GEORGIA 30346-2103  
TELECOPIER 404-658-8335

ATTORNEYS AT LAW  
CANDLER BUILDING, SUITE 1400  
127 PEACHTREE STREET, N E  
ATLANTA, GEORGIA 30303-1810  
404/658-8000

CABLE MAESTRO TELEX 810-751-8206  
TELECOPIER 404-221-0469

ONE CONCOURSE PARKWAY  
SUITE 205  
ATLANTA, GEORGIA 30328-5346  
TELECOPIER 404-396-6552

RECORDATION NO 17013 FILED 1425

SEP 19 1990 -3 30 PM

INTERSTATE COMMERCE COMMISSION

September 18, 1990

RECORDATION NO 17013-A FILED 1425

SEP 19 1990 -3 30 PM

INTERSTATE COMMERCE COMMISSION

Ms. Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
12th Street & Constitution Avenue, N.W.  
Room 1324  
Washington, D.C. 20423

RECORDATION NO 17013-C FILED 1425

SEP 19 1990 -3 30 PM

Dear Secretary:

INTERSTATE COMMERCE COMMISSION

I have enclosed an original and one copy of each of the following documents, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code:

(1) Conditional Sale Agreement dated as of August 15, 1990, between Thrall Car Manufacturing Company, as Builder or Vendor, and Connell Finance Company, Inc., as Owner. This document is a conditional sale agreement, a primary document.

(2) Agreement and Assignment dated as of August 15, 1990, between Thrall Car Manufacturing Company, as Builder, and The Penn Mutual Life Insurance Company, as Investor and Assignee. This document is a secondary document; the primary document to which it is connected is document (1) above filed herewith.

(3) Lease of Railroad Equipment dated as of August 15, 1990, between Georgia Power Company, as Lessee, and Connell Finance Company, Inc., as Lessor. This document is a secondary document; the document to which it is connected is document (1) above filed herewith.

(4) Assignment of Lease and Agreement dated as of August 15, 1990, between Connell Finance Company, Inc., as Owner (Lessor), and The Penn Mutual Life Insurance Company, as Investor and Assignee, which includes the Consent and Agreement of Georgia Power Company, as Lessee. This document is a secondary document; the document to which it is connected is document (1) above filed herewith.

*Country Club - Richard [unclear]*

RECORDATION NO 17013-B FILED 1425

SEP 19 1990 -3 30 PM

INTERSTATE COMMERCE COMMISSION

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SEP 19 1990

Ms. Noreta R. McGee  
September 18, 1990  
Page 2

The names and addresses of the parties to these documents are as follows:

- (a) Owner and Lessor: Connell Finance Company, Inc.  
45 Cardinal Drive  
Westfield, New Jersey 07090-1099
- (b) Lessee: Georgia Power Company  
333 Piedmont Avenue, N.E.  
Atlanta, Georgia 30308
- (c) Builder/Vendor: Thrall Car Manufacturing Company  
190 Old Grassdale Road  
Cartersville, Georgia 30120
- (d) Investor/Assignee  
of the Vendor and  
Owner: The Penn Mutual Life Insurance  
Company  
600 Dresher Road  
Horsham, Pennsylvania 19044-2267
- and
- 530 Walnut Street  
Philadelphia, Pennsylvania 19172

A description of the equipment covered by the documents filed herewith is as follows:

<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>
107-Ton Aluminum Coal Hopper Cars	HTS	150 Units	GALX 90001- 90150
Carsets of Fabricated Car Parts	---	10 Carsets	---

A fee of \$ 60.00 is enclosed. Please return the originals and any extra copies not needed by the Commission for recordation to the individual submitting these documents or to the undersigned.

Ms. Noreta R. McGee  
September 18, 1990  
Page 3

A short summary of each of the documents filed herewith (corresponding to the numbering thereof in the first paragraph of this transmittal letter) to appear in the index follows:

(1) Conditional Sale Agreement between Thrall Car Manufacturing Company, as Builder or Vendor, and Connell Finance Company, Inc., as Owner, covering 150 Thrall 107-Ton Aluminum Coal Hopper Cars (Lessee Identification Numbers GALX 90001-90150, both inclusive) and 10 Additional Carsets of Fabricated Carparts.

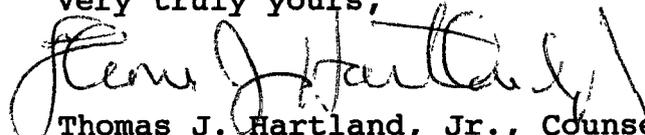
(2) Agreement and Assignment between Thrall Car Manufacturing Company, as Builder, and The Penn Mutual Life Insurance Company, as Investor and Assignee, assigning Builder's right, title and interest in and to the Conditional Sale Agreement covering 150 Thrall 107-Ton Aluminum Coal Hopper Cars (Lessee Identification Numbers GALX 90001-90150, both inclusive) and 10 Additional Carsets of Fabricated Carparts.

(3) Lease of Railroad Equipment between Georgia Power Company, as Lessee, and Connell Finance Company, Inc., as Lessor, covering 150 Thrall 107-Ton Aluminum Coal Hopper Cars (Lessee Identification Numbers GALX 90001-90150, both inclusive) and 10 Additional Carsets of Fabricated Carparts.

(4) Assignment of Lease and Agreement between Connell Finance Company, Inc., as Owner, and The Penn Mutual Life Insurance Company, as Investor, assigning certain rights, titles and interests under a lease of 150 Thrall 107-Ton Aluminum Coal Hopper Cars (Lessee Identification Numbers GALX 90001-90150, both inclusive) and 10 Additional Carsets of Fabricated Carparts.

Thank you very much for your assistance.

Very truly yours,

  
Thomas J. Hartland, Jr., Counsel  
to Georgia Power Company

TJHjr/bd  
Enclosures

17013 -C  
RECORDATION NO \_\_\_\_\_ FILED 1425

SEP 19 1990 -3 20 PM

INTERSTATE COMMERCE COMMISSION

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ASSIGNMENT OF LEASE AND AGREEMENT

Dated as of August 15, 1990

Between

CONNELL FINANCE COMPANY, INC.,

as Owner,

And

THE PENN MUTUAL LIFE INSURANCE COMPANY,

as Investor.

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Filed with the Interstate Commerce Commission pursuant to 49  
U.S.C. § 11303 on September \_\_, 1990, at \_\_\_\_ .m., recordation  
number \_\_\_\_\_.

ASSIGNMENT OF LEASE AND AGREEMENT dated as of August 15, 1990 ("Assignment") between CONNELL FINANCE COMPANY, INC., a New Jersey corporation ("Owner"), and THE PENN MUTUAL LIFE INSURANCE COMPANY, a Pennsylvania mutual life insurance company, as the Investor ("Investor") under a Participation Agreement dated as of the date hereof ("Participation Agreement").

WHEREAS the Owner is entering into a Conditional Sale Agreement dated as of the date hereof ("CSA") with THRALL CAR MANUFACTURING COMPANY, an Illinois corporation ("Builder"), providing for the sale to the Owner of such units of railroad equipment ("Units") described in Annex B thereto as are delivered to and accepted by the Owner thereunder;

WHEREAS the Owner and GEORGIA POWER COMPANY, a Georgia corporation ("Lessee"), have entered into a Lease of Railroad Equipment dated as of the date hereof ("Lease") providing for the leasing by the Owner to the Lessee of the Units;

WHEREAS the Builder has assigned to the Investor its rights in, to and under the CSA pursuant to an Agreement and Assignment dated as of the date hereof; and

WHEREAS in order to provide security to the Investor for the obligations of the Owner under the CSA and as an inducement to the Investor to invest in the CSA Indebtedness (as defined in Section 4.3(b) of the CSA), the Owner agrees to assign for security purposes its rights in, to and under the Lease to the Investor;

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 Owner hereby assigns, transfers and sets over unto the Investor, as collateral security for the payment and performance of the obligations of the Owner under the CSA, all the Owner's right, title and interest, powers, privileges and other benefits under the Lease (including those inuring to the benefit of the Owner), including, without limitation, the immediate right to receive and collect all rentals, profits and other sums payable to or receivable by the Owner from the Lessee under or pursuant to the provisions of the Lease whether as rent, casualty payment, termination payment, indemnity, liquidated damages or otherwise (such moneys, other than the payments included in Excluded Payments and Rights defined below, being hereinafter called "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 Owner is or may become entitled to do under the Lease; provided, however, that, notwithstanding the foregoing, the payments and rights assigned by the Owner to the Investor herein do not include any of the following which are expressly reserved to the Owner: (a) all payments of any indemnity under Sections 6 and 12 of the Lease or under the Indemnity Agreement (as defined in the Participation Agreement) which by the terms thereof are payable to the Owner for its own account; (b) any insurance proceeds payable under public liability policies maintained by the Lessee pursuant to Section 7.6(1)(ii) of the Lease which by the terms of such policies or the terms of the Lease are payable directly to the Owner for its own account and any proceeds of insurance maintained with respect to the Units by the Owner and not required to be maintained by the Lessee under the Lease; (c) all rights of the Owner under the Lease to demand, collect, sue for or otherwise obtain all amounts from the Lessee due the Owner on account of any such indemnities or payments referred to in clause (a) above and to seek legal or equitable remedies to require the Lessee to maintain the insurance coverage referred to in clause (b) above, provided that the rights referred to in this clause (c) shall not be deemed to include the exercise of any remedies provided for in Section 13 of the Lease other than the right to proceed by appropriate court action, either at law or in equity, to enforce performance by the Lessee of such indemnities or insurance covenants or to recover damages for the breach thereof; (d) if any Event of Default under the Lease based solely on a breach of any covenant of the Lessee to pay any indemnity referred to in clause (a) above or to maintain any insurance referred to in clause (b) above shall occur and be continuing, the right of the Owner to exercise the remedies, but only those remedies provided for in Section 13 of the Lease, to enforce, by appropriate court action, either at law or in equity, performance by the Lessee of any covenants of the Lessee to pay any such indemnity or payment directly to the Owner or to maintain such insurance or recover damages for the breach of any such covenant; (e) the right of the Owner, but not to the exclusion of the Investor, as provided in the Lease (i) to receive from the Lessee certificates and other documents and information which the Lessee is required to give or furnish to the Owner pursuant to the Lease, (ii) to inspect the Units and all records relating thereto, (iii) to exercise its rights to perform for the Lessee under Section 20 of the Lease and (iv) to cause the Lessee to take such acts as may be reasonably requested by the Owner pursuant to Section 18 of the Lease; (f) so long as no event of default under the CSA has occurred and is continuing, the right, to the exclusion of the Investor, (i) to accept delivery of the Units under and pursuant to the Participation Agreement and the CSA, subject to the satisfaction of the conditions set forth in the Participation Agreement and the CSA, and (ii) to exercise the rights of the Owner under Section 16 of the Lease with respect to

the Lessee's renewal options and purchase options; and (g) whether or not an event of default under the CSA has been declared and is continuing, all rights of the Owner, to the exclusion of the Investor, (i) to adjust the basic lease rates and Casualty and Termination Values as provided in Section 3.1(2) of the Lease and (ii) to determine Fair Market Sale Value and Fair Market Rental Value under the Lease, for all purposes except following an Event of Default under the Lease (such payments and rights reserved to the Owner being herein called "Excluded Payments and Rights"). In furtherance of the foregoing assignment, the Owner hereby irrevocably authorizes and empowers the Investor in its own name, or in the name of its nominee, or in the name of the Owner or as its attorney, to ask, demand, sue for, collect and receive any and all Payments to which the Owner is or may become entitled to under the Lease and to enforce compliance by the Lessee with all the terms and provisions thereof.

The Investor agrees to accept any Payments made by the Lessee for the account of the Owner pursuant to the Lease. To the extent received, the Investor will apply such Payments to satisfy the obligations of the Owner under the CSA, and, so long as no event of default, or event which with the lapse of time and/or demand provided for in the CSA could constitute an event of default thereunder, shall have occurred and be continuing, any balance shall be paid to the Owner (the Investor hereby agreeing to use its best efforts to make such payment on the same date such Payment is applied to satisfy such obligations of the Owner, and the Lessee by its consent hereto hereby agreeing, if the Investor shall fail to make such payment on such date, to pay to the Owner interest on the amount thereof from such date until paid at a rate equal to the Overdue Rate (as defined in Section 4.6 of the CSA)) by bank wire to the Owner at such address as may be specified to the Investor in writing, and such balance shall be retained by the Owner. If an event of default under Section 16.1 of the CSA shall have occurred and be continuing, the Investor, after application of such Payments to satisfy the obligations of the Owner under the CSA, may hold the balance remaining of such Payments until the earlier to occur of (i) the date on which such event of default shall have been cured to the extent permitted under the provisions of the CSA, or (ii) the 180th day following the date on which such funds were received by the Investor, in which event, unless a Declaration of Default (as defined in Section 16.1 of the CSA) has been made, such Payments shall be distributed to the Owner. If the Investor shall not receive any rental payment under Section 3 of the Lease or Casualty Value payment under Section 7.1 of the Lease when due, the Investor shall use its best efforts to notify the Lessee and the Owner by telephone, confirmed in writing, at their addresses set forth in the Lease within one business day after the due date thereof; provided, however, that the failure of the Investor so to notify the Owner shall not impose any liability on the

Investor and shall not affect the obligations of the Owner hereunder or under the CSA, except that the Investor may not make a Declaration of Default (as defined in Section 16.1 of the CSA) based solely on an event of default under subparagraph (a) of said Section 16.1 arising solely by reason of the failure of the Lessee to make any such rental or Casualty Value payment which would not constitute an event of default under subparagraph (e) of said Section 16.1 if the Owner complies with the provisions thereof, unless such event of default is not remedied within ten business days after notification is given as aforesaid.

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

3. The Owner will faithfully abide by, perform and discharge each and every obligation, covenant and agreement which the Lease provides are to be performed by the Owner; without the written consent of the Investor, the Owner 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 Owner agrees that any amendment, modification or termination thereof without such consent shall be void.

4. The Owner does hereby constitute the Investor the Owner's true and lawful attorney, irrevocably, with full power (in the name of the Owner, 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 Owner 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 claim or take any action or institute any proceedings which to the Investor may seem to be necessary or advisable in the premises.

5. Upon the full discharge and satisfaction of all sums and other obligations due from the Owner under the CSA, this Assignment and all rights herein assigned to the Investor shall terminate, and all estate, right, title and interest of the Investor in and to the Lease shall revert to the Owner. Promptly

following such full discharge and satisfaction, the Investor agrees that, upon the request of the Owner or the Lessee, it will advise the Lessee in writing that all sums and other obligations due from the Owner under the CSA have been fully discharged and satisfied and instruct the Lessee that no further payments under the Lease are to be made to the Investor.

6. The Owner will, from time to time, execute, acknowledge and deliver any and all further instruments reasonably requested by the Investor in order to confirm or further assure the interest of the Investor hereunder.

7. Subject to the provisions of the Participation Agreement and the CSA, the Investor 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 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 Investor hereunder.

8. This Assignment shall be governed by the laws of the State of Georgia, but the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303, such additional rights, if any, arising out of the filing, recording or deposit hereof as shall be conferred by the laws of the several jurisdictions in which this Agreement shall be filed, recorded or deposited or in which any Unit shall be located, and such rights, if any, arising out of the marking of the Units.

9. The Owner shall cause copies of all notices received in connection with the Lease and all payments hereunder to be promptly delivered or made to the Investor unless the same are delivered directly to the Investor pursuant to the provisions of any other document.

10. The Investor hereby agrees with the Owner that the Investor will not, so long as no Event of Default under the Lease or event of default under the CSA 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 Owner to the Investor by paragraph 1 of this Assignment, except the right to receive and apply the Payments as provided in paragraph 1 hereof, and upon the occurrence of an Event of Default under the Lease or an event of default under the CSA, the Investor shall be entitled to exercise remedies in respect of such assigned rights, powers, privileges, authorizations and benefits pursuant to and subject to the provisions and limitations set forth in the Lease, the CSA and this Assignment; provided, however, that if the Investor shall proceed to exercise any of the remedies set forth

in the CSA, it shall, to the extent it is then entitled to do so under the CSA and the Lease and is not then stayed or otherwise prevented from doing so by operation of law or otherwise, concurrently proceed to exercise one or more of the remedies set forth in the Lease as it shall in its sole good faith discretion determine; and provided further, however, that the Investor may not amend any provision of the Documents without the consent of the Owner unless an Event of Default under the Lease or an event of default under the CSA has occurred and is continuing and the Investor has given at least 10 days' prior written notice to the Owner of such amendment (it being understood that a waiver of any existing default shall not be construed as such an amendment), and, if such amendment involves any changes in any of the dates of payment of or any of the amounts of rentals or Casualty or Termination Values under the Lease and any such change is materially adverse to the interests of the Owner, the Owner shall have the option within 90 days thereafter to pay or cause to be paid the total unpaid balance of the CSA Indebtedness, together with interest thereon accrued and unpaid and all other payments due under the CSA, and upon receipt of such payment the Investor shall have no further interest in any of the Documents or the Units. In addition, if an event of default under Section 16.1 of the CSA shall have occurred and be continuing as the result of the failure by the Lessee to pay any Basic Rents under the Lease, and if the Investor shall not have made a Declaration of Default or otherwise proceeded to exercise one or more of the remedies set forth in the CSA or the Lease within 180 days following the date on which such event of default shall have occurred, the Owner shall have the option within 90 days thereafter (or, if the Investor shall give written notice to the Owner at any time during such 90-day period of the Investor's determination to make a Declaration of Default or otherwise proceed to exercise one or more of the remedies set forth in the CSA or the Lease, within 15 days after the Owner's receipt of such notice), and upon at least five days' prior written notice to the Investor, to pay or cause to be paid the total unpaid balance of the CSA Indebtedness, together with interest thereon accrued and unpaid and all other payments due under the CSA, and upon receipt of such payment the Investor shall have no further interest in any of the Documents or the Units. Subject to the terms of the Lease and the CSA, the Owner may, so long as no Event of Default under the Lease or event of default under the CSA has occurred and is then continuing, exercise or enforce, or seek to exercise or enforce, its rights, powers, privileges, and remedies arising out of Section 13.1(a) of the Lease; provided, however, that the Owner may, whether or not an Event of Default under the Lease or an event of default under the CSA has occurred and is then continuing, exercise or enforce, or seek to exercise and enforce, its rights, powers, privileges and remedies arising out of Section 13.1(a) of the Lease in respect of the Excluded Payments and Rights; provided further, however, that the Owner shall not, without the prior written consent of the Investor, terminate the

Lease or otherwise exercise or enforce, or seek to exercise or enforce, any rights, powers, privileges and remedies arising out of Section 13.1(b) of the Lease or take any action which would cause any termination of the Lease.

11. This Assignment may be executed in any number of counterparts, but the counterpart delivered to the Investor shall be deemed to be the original counterpart. Although for convenience this Assignment is dated as of the date first above written, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

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

CONNELL FINANCE COMPANY, INC.

By: *W. Connolly*  
Title: *Exec. V.P.*

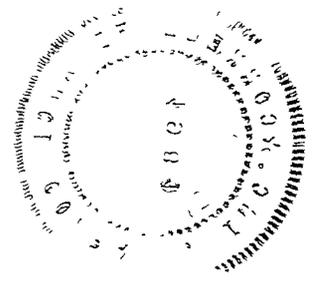
[Corporate Seal]

Attest:

*[Signature]*  
Title: *Secy. V.P.*

THE PENN MUTUAL LIFE INSURANCE  
COMPANY

By: \_\_\_\_\_  
Title: \_\_\_\_\_



STATE OF NEW JERSEY, )  
 ) ss.:  
COUNTY OF UNION, )

On this 17 day of September, 1990, before me personally appeared R. C. Connolly to me personally known, who, being by me duly sworn, says that he is Exec VP of CONNELL FINANCE COMPANY, INC., 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.

Rosalie M. Fleming  
Notary Public

[Notarial Seal]

My Commission expires

ROSALIE M. FLEMING  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires March 13, 1995

STATE OF PENNSYLVANIA, )  
 ) ss.:  
COUNTY OF PHILADELPHIA, )

On this \_\_\_\_ day of September, 1990, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that he is \_\_\_\_\_ of THE PENN MUTUAL LIFE INSURANCE COMPANY and that said instrument was signed and sealed on behalf of said company 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 company.

\_\_\_\_\_  
Notary Public

[Notarial Seal]

My Commission expires

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

CONNELL FINANCE COMPANY, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

[Corporate Seal]

Attest:

\_\_\_\_\_

Title: \_\_\_\_\_

THE PENN MUTUAL LIFE INSURANCE  
COMPANY

By:  \_\_\_\_\_

Title: LeRoy O. McClellan  
Assistant Vice President

STATE OF NEW JERSEY, )  
 ) ss.:  
COUNTY OF UNION, )

On this \_\_\_\_ day of September, 1990, before me personally appeared \_\_\_\_\_ to me personally known, who, being by me duly sworn, says that he is \_\_\_\_\_ of CONNELL FINANCE COMPANY, INC., 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.

\_\_\_\_\_  
Notary Public

[Notarial Seal]

My Commission expires

STATE OF PENNSYLVANIA, )  
 ) ss.:  
COUNTY OF PHILADELPHIA, )

On this 13<sup>th</sup> day of September, 1990, before me personally appeared LEROY O. MCCLELLAN, to me personally known, who, being by me duly sworn, says that he is ASSISTANT VICE PRESIDENT of THE PENN MUTUAL LIFE INSURANCE COMPANY and that said instrument was signed and sealed on behalf of said company 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 company.

Mark A Williams  
Notary Public

[Notarial Seal]

My Commission expires

NOTARIAL SEAL  
MARK A WILLIAMS, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires Nov. 17, 1990

### Consent and Agreement

The undersigned, the lessee ("Lessee") named in the Lease ("Lease") referred to in the foregoing Assignment of Lease and Agreement ("Lease Assignment"), hereby (a) acknowledges receipt of a copy of the Lease Assignment and (b) consents to all the terms and conditions of the Lease Assignment and agrees that so long as the Lease Assignment is effective:

(1) it will pay all Payments (as defined in Section 1 of the Lease Assignment) and other moneys provided for in the Lease due and to become due under the Lease or otherwise in respect of the railroad equipment leased thereunder directly to The Penn Mutual Life Insurance Company ("Investor"), the assignee named in the Lease Assignment, by bank wire transfer of immediately available funds not later than 11:00 a.m., Philadelphia time, to Bankers Trust Company, 16 Wall Street, New York, New York 10005, ABA Number: 021001033, Attention: Private Placement Administration 99087897 for credit to the account of the Investor, account number 092497 (or at such other address as may be furnished in writing to the Lessee by the Investor), and will give the Investor prior or concurrent notice of its calculation of the amount (if any) thereof to be paid to the Owner pursuant to the Lease Agreement;

(2) the Investor shall be entitled to the benefits of, and to receive and enforce performance of, all the covenants to be performed by the Lessee under the Lease as though the Investor were named therein as the Lessor;

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

(4) the Lease shall not, without the prior written consent of the Investor, be terminated (except in accordance with its terms) or modified, nor shall any action be taken or omitted by the Lessee the taking or omission of which might result in an alteration, impairment or waiver of the Lease or the Lease Assignment or this Consent and Agreement or of any of the rights created by any thereof.

This Consent and Agreement, when accepted by the Investor by signing the acceptance at the foot hereof, shall be deemed to be a contract under the laws of the State of Georgia and, for all purposes, shall be construed in accordance with the laws of said state.

GEORGIA POWER COMPANY

By:  \_\_\_\_\_

Title: Vice President

The foregoing Consent and Agreement is hereby accepted,  
as of August 15, 1990.

THE PENN MUTUAL LIFE INSURANCE  
COMPANY

By: 

Title: LeRoy O. McClellan  
Assistant Vice President