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INTERSTATE COMMERCE COMMISSION

AGREEMENT AND ASSIGNMENT

DATED AS OF FEBRUARY 13, 1979

BETWEEN

TWITTER, INC.  
VENDOR

AND

THE PROVIDENT BANK  
CINCINNATI, OHIO  
LENDER

(COVERING UP TO 100 GENERAL PURPOSE BOX CARS)

Filed and recorded with the Interstate Commerce Commission  
pursuant to 49 U.S.C. 11303 (formerly Section 20c of the  
Interstate Commerce Act) on \_\_\_\_\_, at  
\_\_\_\_\_, Recordation No. \_\_\_\_\_

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THIS AGREEMENT AND ASSIGNMENT (hereinafter called the "Assignment") dated as of February 13, 1979 between TWITTER, INC., a Delaware corporation (hereinafter called the "Vendor"), and THE PROVIDENT BANK, an Ohio banking corporation (hereinafter called the "Lender" or "Assignee").

WHEREAS, the Vendor and Skiva International, Inc., a New York corporation (hereinafter called the "Vendee" or "Owner"), have entered into a conditional sale agreement dated as of the date hereof (hereinafter called the "Conditional Sale Agreement"), covering the sale and delivery, on the conditions therein set forth, by the Vendor and the purchase by the Vendee of the railroad equipment described in Annex A to the Conditional Sale Agreement (said equipment being hereinafter called the "Equipment" or "Units" collectively and a "Unit" individually), certain obligations of the Vendee under the Conditional Sale Agreement being guaranteed by Rex-Noreco, Inc. (hereinafter called the "Guarantor"); and

WHEREAS, the Vendee is contracting with Rex Railways, Inc., a New Jersey corporation (hereinafter in such capacity called the "Manager") to manage and maintain the Equipment pursuant to a Management Agreement dated as of the date hereof (hereinafter called the "Management Agreement");

WHEREAS, the Manager has entered into an equipment schedule (hereinafter "Equipment Schedule") with Lenawee County Railroad Company, Inc. (hereinafter "Lessee") signed on behalf of the Manager on October 4, 1978, and signed on behalf of the Lessee on October 9, 1978, which Equipment Schedule (1) is attached to and amends a Lease Agreement made as of September 23, 1977, between the Manager and the Lessee, and (2) provides that the Manager entered into the Equipment Schedule as principal or agent for parties to be named in an amendment (hereinafter "Designating Amendment") to the Equipment Schedule to be delivered to the Lessee in accordance with the provisions of Section 1(a) of the Lease, as amended by the Equipment Schedule; and

WHEREAS, the Manager and the Owner will deliver to the Lessee a Designating Amendment identifying (1) the Owner as the principal for whom the Manager is acting with respect to and as the owner of, the Equipment (or so much thereof as is delivered on or prior to April 30, 1979) and (2) the Equipment (such Lease Agreement, Equipment Schedule and Designating Amendment being hereinafter referred to as the "Lease"); and

WHEREAS, the Vendee is willing to assign to the Lender for security, pursuant to a Lease Agreement Assignment (hereinafter the "Lease Agreement Assignment") and Management

Agreement Assignment (hereinafter "Management Agreement Assignment"), dated as of the date hereof, all the right, title and interest of the Vendee under the Lease and Management Agreement, respectively.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the Assignee to the Vendor, the receipt of which is hereby acknowledged, as well as of the mutual covenants herein contained, the parties hereby agree as follows:

SECTION 1. This Assignment is a part of arrangements for the purchase by the Vendee from the Vendor of the Equipment to the extent delivered prior to April 30, 1979, such Equipment to be financed pursuant to that certain Finance Agreement among the Assignee, the Vendor, the Vendee, the Manager and the Guarantor dated as of the date hereof. Payment for such Equipment is to be made in accordance with the provisions of Article 4 of the Conditional Sale Agreement.

SECTION 2. The Vendor hereby assigns, transfers, and sets over unto the Assignee, its successors and assigns:

(a) All its right, title and interest in and to the Equipment retained as security under the Conditional Sale Agreement, therein and herein referred to as the "Security Title";

(b) All the right, title and interest of the Vendor in and to the Conditional Sale Agreement (except the right to acquire and deliver the Equipment and the right to receive the payments specified in subparagraph (a) of the 3rd paragraph of Article 4 thereof and reimbursement for taxes paid or incurred by the Vendor pursuant to Article 6 thereof), and, except as aforesaid, in and to any and all amounts which may be or become due or owing to the Vendor under the Conditional Sale Agreement on account of the Conditional Sale Indebtedness (as defined in the Conditional Sale Agreement) and interest thereon, and in and to any other sums becoming due from the Vendee under the Conditional Sale Agreement, other than those hereinabove excluded; and

(c) Except as limited by subparagraph (b) of this paragraph, all the Vendor's rights, titles, powers, privileges and remedies under the Conditional Sale Agreement; and

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(d) All its right, title and interest in, to and under the Letter of Assignment (as defined in the Conditional Sale Agreement) and the bill of sale of the Builder delivered under subparagraph (a) of the eleventh paragraph of Article 4 of the Conditional Sale Agreement;

without any recourse hereunder, however, against the Vendor for or on account of the failure of the Vendee or the Guarantor to make any of the payments provided for in, or otherwise to comply with, any of the provisions of the Conditional Sale Agreement and without any requirement that Vendor take any action under the Conditional Sale Agreement to enforce its rights or the rights of any assignee hereunder upon the occurrence of an Event of Default; provided, however, that this Assignment shall not subject the Assignee to, or transfer, or pass, or in any way affect or modify, the obligations of the Vendor to deliver the Equipment in accordance with the Conditional Sale Agreement or with respect to its warranties and agreements contained in Article 13 of the Conditional Sale Agreement or relieve the Vendee from its obligations to the Vendor contained in the Conditional Sale Agreement, it being understood and agreed that, notwithstanding this Assignment, or any subsequent assignment of the Vendor's interest pursuant to the provisions of Article 14 of the Conditional Sale Agreement, all obligations of the Vendor to the Vendee with respect to the Equipment shall be and remain enforceable by the Vendee, its successors and assigns, against and only against the Vendor. In furtherance of the foregoing assignment and transfer, the Vendor hereby authorizes and empowers the Assignee in the Assignee's own name, or in the name of the Assignee's nominee, or in the name of and as attorney, hereby irrevocably constituted, for the Vendor, to ask, demand, sue for, collect, receive and enforce any and all sums to which the Assignee is or may become entitled under this Assignment and compliance by the Vendee and the Guarantor with the terms and agreements on their part to be performed under the Conditional Sale Agreement, but at the expense and liability of and for the sole benefit of the Assignee.

SECTION 3. The Vendor agrees that it will deliver the Equipment to the Vendee in accordance with the provisions of the Conditional Sale Agreement; and that, notwithstanding this Assignment, it will perform and fully comply with each of and all the covenants and conditions of the Conditional Sale Agreement set forth to be performed and complied with by the Vendor. The Vendor further agrees that it will warrant to the Assignee and the Vendee that at the Closing Date (as defined in the Conditional Sale Agreement), it had legal title to such Unit and good

and lawful right to sell each Unit, and that title to each Unit was free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Vendee under the Conditional Sale Agreement, the rights of the Manager under the Management Agreement and the rights of the Lessee under the Lease Agreement and the rights of the Assignee under this Assignment and the Vendor further agrees that it will defend the title to each such Unit against the demands of all persons whomsoever based on claims arising by, through or under the Vendor prior to the Closing Date other than claims of the Vendee under the Conditional Sale Agreement. The Vendor will not deliver any of the Equipment to the Vendee under the Conditional Sale Agreement until the Conditional Sale Agreement shall have been filed and recorded in accordance with 49 U.S.C. 11303 (the Vendor and its counsel being entitled to rely on advice from counsel delivering the opinion referred to in Section 6(j) hereof that such filing and recordation have occurred).

SECTION 4. The Vendor agrees with the Assignee that, in any suit, proceeding or action brought by the Assignee under the Conditional Sale Agreement for any installment of, or interest on, the Conditional Sale Indebtedness (as defined in the Conditional Sale Agreement) or to enforce any provision of the Conditional Sale Agreement, the Vendor will indemnify, protect and hold harmless the Assignee from and against all expense, loss or damage suffered by reason of any defense, setoff, counterclaim, or recoupment whatsoever claimed by the Vendee arising out of a breach by the Vendor of any obligation with respect to the Equipment or the delivery or warranty thereof, or by reason of any defense, setoff, counterclaim, or recoupment whatsoever arising by reason of any other indebtedness or liability at any time owing to the Vendee by the Vendor. The Vendor's obligation so to indemnify, protect and hold harmless the Assignee is conditional upon (a) the Assignee's timely motion or other appropriate action, on the basis of Article 14 of the Conditional Sale Agreement, to strike any defense, setoff, counterclaim or recoupment asserted by the Vendee in any suit, proceeding or action and (b) if the court or other body having jurisdiction in such suit, proceeding, or action denies such motion or other action and accepts such defense, setoff, counterclaim or recoupment as a triable issue in such suit, proceeding or action, the Assignee's prompt notification to the Vendor of any such asserted defense, setoff, counterclaim or recoupment and the Assignee's giving the Vendor and Builder (as defined in the Conditional Sale Agreement) the right, at the Vendor's expense, to compromise, settle or defend against such defense, setoff, counterclaim or recoupment. Assignee hereby agrees to give Vendor notice as soon as practicable of any defense, setoff, counterclaim or recoupment asserted by Vendee hereunder.

SECTION 5. The Vendor will cause to be plainly, distinctly, permanently and conspicuously marked on both sides of each Unit, at the time of delivery thereof to the Vendee, in letters not less than one inch in height, the following legend:

"OWNERSHIP SUBJECT TO A SECURITY AGREEMENT FILED UNDER THE INTERSTATE COMMERCE ACT"

SECTION 6. On the Closing Date as defined and fixed as provided in Article 4 of the Conditional Sale Agreement, the Assignee shall pay to the Builder, on behalf of the Vendor, in immediately available funds, by wire transfer to the Builder's Account No. 76 38809 at Continental Illinois National Bank an amount equal to the Assignee's commitment (as defined in the Finance Agreement), provided that there shall have been delivered to the Assignee (with an executed counterpart to the Vendee and, in the case of legal opinions, an executed counterpart addressed to Vendee) on the Closing Date, the following documents, in form and substance satisfactory to it and to its counsel, in such number of counterparts as may be reasonably requested by said counsel:

(a) A bill of sale from the Vendor to the Assignee transferring to the Assignee Security Title to the Units warranting to the Assignee and to the Vendee that, at the Closing Date (i) the Vendor had legal title to such Units and good and lawful right to sell such Units, and (ii) title to such Units was free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Vendee under the Conditional Sale Agreement, the rights of Lessee under the Lease Agreement, the rights of the Assignee under this Assignment and the rights of the Manager under the Management Agreement and covenanting to defend the title to such Units against the demands of all persons whomsoever based on claims arising by, through or under the Vendor based on claims originating prior to the Closing Date other than claims of the Vendee under the Conditional Sale Agreement;

(b) A Certificate or Certificates of Acceptance with respect to the Units as contemplated by Article 3 of the Conditional Sale Agreement;

(c) An invoice of the Builder addressed to the Vendor for the Units accompanied by or having endorsed thereon a certification by the Vendor and Vendee as to the correctness of the prices of such Units:

(d) An opinion of counsel for the Vendee dated as of the Closing Date, stating that (i) the Vendee is a corporation duly organized and existing under the laws of its jurisdiction of incorporation and has the corporate power and authority to own its properties and to carry on its business as presently conducted, (ii) the Finance Agreement, the Conditional Sale Agreement, the Lease Agreement, the Management Agreement, and the Management Agreement Assignment and the Lease Agreement Assignment have been duly authorized, executed and delivered (except that in the case of the Lease Agreement, only the Designating Amendment was executed and delivered by or on behalf of the Vendee) by or on behalf of the Vendee, (iii) the Finance Agreement, the Conditional Sale Agreement, the Lease Agreement (to the extent of the Equipment) the Management Agreement, the Management Agreement Assignment and the Lease Agreement Assignment are legal and valid instruments binding upon the Vendee and enforceable against the Vendee in accordance with their terms, (iv) notice of this Assignment has been duly acknowledged by the Vendee, (v) assuming the Assignee has been duly authorized to execute and has duly executed the Management Agreement Assignment and the Lease Agreement Assignment and is authorized to act thereunder, the Assignee is vested with all the right, title, interests, powers, privileges, and remedies purported to be assigned by the Management Agreement Assignment and the Lease Agreement Assignment, and (vi) such other matters as the Assignee shall reasonably request;

(e) An opinion of counsel for the Manager dated as of the Closing Date and addressed to the Vendee as well as the Assignee, stating that (i) the Manager is a corporation duly organized and existing under the laws of its jurisdiction of incorporation and has the corporate power to own its properties and carry its business as presently conducted, (ii) assuming that this Assignment has been duly authorized, executed and delivered by the Vendor and is a legal and valid instrument binding upon the Vendor, as of the date of such opinion the Units are free from all claims, liens, security interests and other encumbrances arising by, through or under the Manager at any time on or after the date on which the Manager has accepted delivery of such Units pursuant to Section 3 of the Management Agreement other than those created by the Conditional Sale Agreement and any other related documents, the rights of the Manager under the.

Management Agreement, the rights of the Lessee under the Lease Agreement, (iii) no approval, order or license of the Interstate Commerce Commission or any other governmental authority, federal, state or local corporation is presently necessary for the valid execution and delivery by the Manager of the Management Agreement or its performance of its obligations contained therein or if any authority is necessary, it has been obtained, (except that such opinion need not cover, and may take an exception for, any such approval, order or license required under Federal or state securities or blue sky laws), (iv) the Management Agreement and the Consent and Agreement to the Management Agreement Assignment have been duly authorized, executed and delivered by the Manager and are legal and valid instruments binding upon the Manager and enforceable against the Manager in accordance with their terms, (v) notice of the Management Agreement Assignment and the Lease Agreement Assignment have been duly acknowledged by the Manager, and (vi) such other matters as the Assignee shall reasonably request;

(f) An opinion or counsel for the Lessee dated the Closing Date and addressed to the Vendee as well as the Assignee, stating that (i) the Lessee is a corporation duly organized and existing under the laws of its jurisdiction of incorporation and has the corporate power to own its properties and carry its business as presently conducted, (ii) assuming that this Assignment has been duly authorized, executed and delivered by the Vendor and is a legal and valid instrument binding upon the Vendor, as of the date of such opinion the Units are free from all claims, liens, security interests and other encumbrances arising by, through or under the Lessee at any time on or after the date on which the Lessee has accepted delivery of such Units other than those created by the Conditional Sale Agreement and any other related documents, the rights of the Manager under the Management Agreement, and the rights of the Lessee under the Lease Agreement, (iii) no approval, order or license of the Interstate Commerce Commission or, to his actual knowledge any other governmental authority, federal, state or local corporation is presently necessary for the valid execution and delivery by the Lessee of the Lease Agreement or its performance of its obligations contained therein or if any authority is necessary, it has been obtained other than those approvals, order or licenses, if any, discussed therein (iv) the Lease Agreement and the Consent and Agreement to the Lease Agreement Assignment have been duly authorized,

executed and delivered by the Lessee and are legal and valid instruments binding upon the Lessee and enforceable against the Lessee in accordance with their terms, (v) notice of the Management Agreement Assignment and Lease Agreement Assignment has been duly acknowledged by the Lessee, and (vi) such other matters as the Assignee shall reasonably request;

(g) An opinion of counsel for the Vendor dated as of the Closing Date, to the effect that (i) the Vendor is a corporation duly organized and existing under the laws of its jurisdiction of incorporation, and has the corporate power and authority to own its property and to carry on its business as presently conducted, (ii) the Finance Agreement, the Conditional Sale Agreement and this Assignment have been duly authorized, executed and delivered by the Vendor and are legal and valid instruments binding upon the Vendor and enforceable against the Vendor in accordance with their respective terms, (iii) the Assignee is vested with all the rights, titles, interests, powers, privileges and remedies purported to be assigned to it by this Assignment, (iv) Security Title to the Units is validly vested in the Assignee to the full extent provided in the Conditional Sale Agreement, legal title to the Equipment has been validly vested in the Vendor, and the Units are free of all claims, liens, security interests and other encumbrances arising by, through or under the Vendor except only the rights of the Vendee under the Conditional Sale Agreement, the rights of the Lessee under the Lease Agreement, and the rights of the Manager under the Management Agreement, and (v) such other matters as the Assignee reasonably shall request;

(h) An opinion of counsel for the Builder dated the Closing Date, stating that the bill of sale referred to in Article 4 of the Conditional Sale Agreement has been duly authorized, executed and delivered by the Builder, and is valid and enforceable to transfer all right, title and interest of the Builder in and to the Equipment to the Vendor, free of all claims, liens and encumbrances of any nature arising from, through or under the Builder.

(i) An opinion of counsel for the Guarantor dated the Closing Date, stating that (i) the Guarantor is a corporation duly organized and existing under the laws of its jurisdiction of incorporation and has the corporate power and authority to own its properties and carry on its

business as presently conducted, (ii) the Guaranty and Agreement of the Conditional Sale Agreement dated as of the date hereof between the Guarantor and the Assignee has been duly authorized, executed, and delivered by the Guarantor, and constitutes a legal and binding instrument upon the Guarantor enforceable against the Guarantor in accordance with its terms, (iii) notice of this Assignment has been duly acknowledged by the Guarantor, and (iv) such other matters as the Assignee shall reasonably request;

(j) An opinion of counsel from Messrs. Morgan, Lewis & Bockius or other special counsel acceptable to the Assignee dated the Closing Date, to the effect that (i) the Conditional Sale Agreement, this Assignment, the Management Agreement, the Lease Agreement, the Management Agreement Assignment and the Lease Agreement Assignment have been duly filed and recorded with the Interstate Commerce Commission in accordance with 49 U.S.C. 11303, and the Conditional Sale Agreement and this Agreement have created a first priority lien on and security interest in the Units in favor of the Assignee and the Lease Agreement Assignment and the Management Agreement Assignment, respectively, have created a first lien in favor of the Assignee on the Manager's rights under the Management Agreement and the Lessee's rights under the Lease, (ii) the Assignee is vested with all the rights, titles, interests, powers, privileges and remedies purported to be assigned to it by this Assignment, (iii) Security Title to the Units is validly vested in the Assignee, legal title to the Equipment has been validly vested in the Vendee, and the Units at the time of delivery thereof under the Conditional Sale Agreement, were free of all claims, liens, security interests and encumbrances except only the rights of the Vendee under the Conditional Sale Agreement, the rights of the Lessee under the Lease Agreement and the rights of the Manager under the Management Agreement, (iv) the Assignee is vested with all the right, title, interests, powers, privileges and remedies purported to be assigned to it by the Management Agreement Assignment and the Lease Agreement Assignment, and (v) no other filing or recording is necessary for protection of the rights of the Assignee in any state of the United States of America or in the District of Columbia. In rendering the foregoing opinion with respect to matters set forth in clauses (ii), (iii), and (iv) such counsel may rely upon the opinions of counsel for the Vendee, Manager, Lessee, Vendor, Builder and Guarantor required under Subparagraphs (d), (e), (f), (g), (h) and (i) of this Section 6; and

(k) Delivery to the Assignee of all documents required pursuant to Article 4 of the Conditional Sale Agreement, and such other documents, instruments, certificates or evidence as Assignee may reasonably request.

In giving the opinions specified in this Section 6, counsel may qualify any opinion to the effect that any agreement is a legal, valid and binding instrument enforceable in accordance with its terms by a general reference to limitations as to enforceability imposed by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by a reference to the availability of equitable remedies.

The Assignee shall not be obligated to make any above-mentioned payment at any time while an Event of Default, or any event which with the lapse of time and/or the making of any demand would constitute an Event of Default under the Conditional Sale Agreement or the Lease Agreement or while a default under the Management Agreement shall have occurred and be continuing. In the event that the Assignee shall not pay the amount of its Commitment, the Assignee shall reassign to the Vendor, without recourse to the Assignee, (i) the Security Title of the Assignee in and to the Unit with respect to which payment has not been made by the Assignee, and (ii) all other right, title, interest, powers, privileges and remedies assigned, transferred and set over to Assignee by Vendor pursuant to Section 2 hereof as to any Unit with respect to which payment has not been made by the Assignee and, if so requested by Vendor, shall, at the expense of the Vendor execute a bill or bills of sale for such Units transferring its Security Title thereto and property therein to the Vendor, or upon its order, free of all liens, security interests and other encumbrances created or retained hereby and deliver such bill or bills of sale to the Vendor at its address referred to in Article 22 of the Conditional Sale Agreement and shall execute for filing or recording all such documents or instruments as Vendor may reasonably request to make clear upon the public records the Security Title of the Vendor to the Equipment.

SECTION 7. The Assignee may assign all or any of its rights under the Conditional Sale Agreement, including the right to receive any payments due or to become due to it from the Vendee thereunder. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, and upon giving the written notice required in Article 14 of the Conditional Sale Agreement, enjoy all the rights and privileges and be subject to all the obligations of the Assignee hereunder.

SECTION 8. The Vendor hereby:

(a) represents and warrants to the Assignee, its successors or assigns, that the Conditional Sale Agreement was duly authorized by it and lawfully executed and delivered by it for a valid consideration, that, assuming due authorization, execution and delivery by the Vendee, the Conditional Sale Agreement is a legal, valid and existing agreement binding upon the Vendor in accordance with its terms and that it is now in force without amendment thereto;

(b) agrees that it will from time to time and at all times, at the request of the Assignee or its successors or assigns, make, execute, and deliver all such further instruments of assignment, transfer and assurance and do such further acts and things as may be necessary and appropriate in the premises to give effect to the provisions hereinabove set forth and more perfectly to confirm the rights, titles and interests hereby assigned and transferred to the Assignee or intended so to be; and

(c) agrees that, upon request of the Assignee, its successors and assigns, it will execute any and all instruments which may be necessary or proper in order to discharge of record the Conditional Sale Agreement or any other instrument evidencing any interest of the Vendor therein or in the Equipment.

SECTION 9. The terms of this Assignment and all rights and obligations hereunder shall be governed by the laws of the State of New York; provided, however, that the parties shall be entitled to all the rights conferred by 49 U.S.C. 11303, such additional rights arising out of the filing, recording, or depositing of the Conditional Sale Agreement and this Agreement as shall be conferred by the laws of the several jurisdictions in which the Conditional Sale Agreement or this Assignment shall be filed, recorded or deposited, or in which any Unit shall be located, and any rights arising out of the marking on the Units.

SECTION 10. This Assignment may be executed in any number of counterparts, but the counterpart delivered to the Interstate Commerce Commission for recording and subsequently redelivered to the Assignee shall be deemed to be the original counterpart and all other counterparts shall be deemed duplicates thereof. Although this Assignment is dated as of the date first written, for convenience, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the dates stated in the acknowledgments hereto annexed.

SECTION 11. This Assignment shall take effect immediately upon the execution hereof and the powers and authorities granted to the Assignee, its successors and assigns herein, having been given for valuable consideration, are hereby declared to be irrevocable; provided, however, that when all of the Conditional Sale Indebtedness and all other sums payable under the Conditional Sale Agreement (whether owing to Assignee or any successor or assign of Assignee and/or to the Guarantor or any successor or assign of Guarantor by operation of subrogation or assignment) have been paid or discharged in accordance with the terms thereof, and all other covenants and agreements contained therein shall have been performed, all right, title and interest herein assigned shall revert to the Vendor and this Assignment shall terminate and the Assignee agrees to execute, if requested by the Vendor, at the expense of the Vendor and without liability to the Assignee, an appropriate instrument confirming the termination of this Assignment. This Assignment shall terminate as to any Unit suffering a Casualty Occurrence (as defined in the Conditional Sale Agreement) following the payment by the Vendee to the Vendor of the Casualty Value (as defined in the Conditional Sale Agreement) of the Unit as required by Section 7 of the Conditional Sale Agreement.

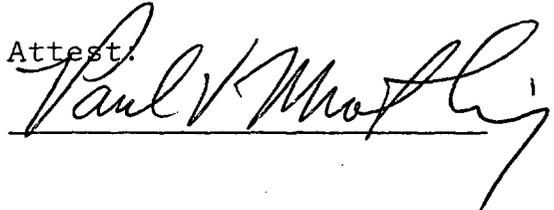
IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this instrument to be executed in their respective corporate names by duly authorized officials, and their respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

TWITTER, INC., Vendor

Attest:  


BY:  \_\_\_\_\_

THE PROVIDENT BANK, Assignee

Attest:  


BY:  \_\_\_\_\_

STATE OF *New York*  
COUNTY OF *New York* SS

On this *14<sup>th</sup>* day of *March*, 1979, before me, personally appeared Mark A. Salitan, to me personally known, who being by me duly sworn, says that he is the President of Twitter, Inc., that the seal 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.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal this *14<sup>th</sup>* day of March, 1979.

seal)

*Esther S. Brower*  
\_\_\_\_\_  
Notary Public  
ESTHER S. BROWER  
NOTARY PUBLIC, State of New York  
No. 31-4606145  
Qualified in New York County  
Commission Expires March 30, 1981

My commission expires \_\_\_\_\_

STATE OF *Ohio*  
COUNTY OF *Hamilton* SS.

BEFORE ME, the Subscriber, a Notary Public in and for said County and State, personally appeared Robert C. Lintz, Executive Vice President of THE PROVIDENT BANK, the corporation which executed the foregoing instrument, who acknowledged he did sign said instrument as such officer on behalf of said corporation, and by authority of its Board of Directors, and that the execution of said instrument is his free and voluntary act and deed individually and as such officer, and the free and voluntary act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal this 12th day of March, 1979.

(seal)

*Paul V. Muehling*  
\_\_\_\_\_  
Notary Public  
PAUL V. MUEHLING, Attorney at Law  
Notary Public, State of Ohio  
My Commission has no expiration date  
Section 147.03 O. R. C.

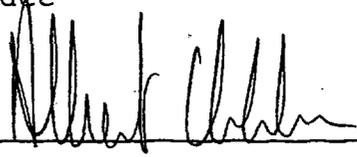
ACKNOWLEDGMENT OF NOTICE

OF

ASSIGNMENT

Receipt of a copy of, and due notice of the Assignment made by, the foregoing Agreement and Assignment between Twitter, Inc. and The Provident Bank, Cincinnati, Ohio, dated as of February 13, 1979, is hereby acknowledged as of such date.

SKIVA INTERNATIONAL, INC.  
Vendee

BY:  \_\_\_\_\_

REX RAILWAYS, INC.  
Manager

BY:  \_\_\_\_\_

REX-NORECO, INC.  
Guarantor

BY:  \_\_\_\_\_

LENAWEE COUNTY RAILROAD CO., INC.  
Lessee

BY: \_\_\_\_\_

ACKNOWLEDGMENT OF NOTICE

OF

ASSIGNMENT

Receipt of a copy of, and due notice of the Assignment made by, the foregoing Agreement and Assignment between Twitter, Inc. and The Provident Bank, Cincinnati, Ohio, dated as of February 13, 1979, is hereby acknowledged as of such date.

SKIVA INTERNATIONAL, INC.  
Vendee

BY: \_\_\_\_\_

REX RAILWAYS, INC.  
Manager

BY: \_\_\_\_\_

REX-NORECO, INC.  
Guarantor

BY: \_\_\_\_\_

LENAWEE COUNTY RAILROAD CO., INC.  
Lessee

BY: *[Handwritten Signature]*

*Secy*