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P. E. MYERS & ASSOCIATES

Practice Before The Interstate Commerce Commission

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WASHINGTON, D. C. 20004

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December 29, 1980

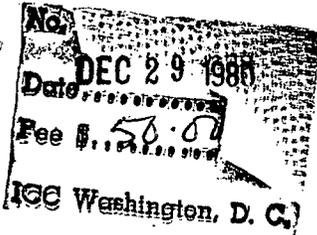
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DEC 29 1980-3 15 PM

INTERSTATE COMMERCE COMMISSION

Registered Practitioners

PAULINE E. MYERS
MARK D. RUSSELL



RECORDATION NO. 12673-A

DEC 29 1980-3 15 PM
INTERSTATE COMMERCE COMMISSION

Mrs. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, DC 20423

ATTENTION: Recordation Office
In Re: Assignment of Lease and Lease
Between GWI Rail Management Leasing Corp.
And International Salt Company

Dear Mrs. Mergenovich:

Attached hereto for recordation is an original and duplicate copy of the above noted Assignment of Lease and Lease between:

GWI Rail Management Leasing Corporation
3846 Retsof Road
Retsof, New York 14539

And

International Salt Company
Clarks Summit, PA 18411
Attention: Vice President
Highway & Chemical Division

A check, No. 2776, in the amount of \$50.00 payable to the Interstate Commerce Commission is hereby enclosed covering the filing fee. Your cooperation in this matter is greatly appreciated.

Yours very truly,

Pauline E. Myers

Pauline E. Myers

PEM/slt

Enclosures

DEC 29 3:09 PM '80
DOC. FILED
BRANCH

Accountant Mark Russell

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Pauline E. Meyers
P. E. Myers & Associates
Suite 348-Pennsylvania Building
Pennsylvania at 13th N. W.
Washington, D. C. 20004

Dear **Madam:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/29/80 at 3:15 - 3:20PM, and assigned re-
recording number(s). 12673 & 12646
3:20PM

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

RECORDATION NO. 12673 FILED 1425

DEC 29 1980-3 15 PM

INTERSTATE COMMERCE COMMISSION
LEASE

THIS LEASE, made this 18th day of December, 1980, by and between GWI RAIL MANAGEMENT CORPORATION, a Delaware corporation, herein called "Lessor," and the INTERNATIONAL SALT COMPANY, a New Jersey corporation, herein called "Lessee":

WITNESSETH:

For and in consideration of the mutual covenants and premises hereinafter set forth, the parties hereto agree as follows:

1. Lease. Lessor hereby leases to Lessee and Lessee hereby leases and hires from Lessor the following described railroad cars, collectively referred to herein as "Cars" and each one thereof as "Car":

Up to 50 new steel covered hopper cars, being manufactured by Portec Inc., Railcar Division (the "Manufacturer") in accordance with and more specifically described by the specifications attached hereto (herein called "Exhibit A") and hereby made a part hereof.

As soon as practical after acceptance, each car shall be numbered and the parties agree to execute a schedule of such numbers, identifying each car of this Contract which shall be referred to as Schedule B.

2. Delivery and Acceptance of Cars. Delivery of the Cars by the Manufacturer, which shall be made prior to January 15, 1981, subject to the conditions set forth in Exhibit A and shall be made to Lessee

F.O.B. Winder, Georgia.

3. Lessee's Acceptance. Upon the arrival of each car at the point of delivery and upon receipt from Lessor of a certificate indicating the Cars conform to the specifications in Exhibit A, Lessee's authorized representative shall execute and deliver to Lessor duplicate certificates of acceptance, substantially in the form of Exhibit C attached hereto. The execution and delivery by Lessor of such certificates shall be conclusive evidence that: (a) each such Car has been delivered to and accepted by Lessee, and (b) each such Car shall be subject thereafter to all of the terms and conditions of this lease. Upon acceptance of the Cars, Lessee shall arrange to have the Cars transported from Winder, Georgia to Retsof, New York.

4. Term. The term of this lease as to each Car shall commence upon delivery of such Car by Lessor and shall run, subject to the provisions of paragraphs 9 and 17 hereof, until termination or terminations by either party hereto upon seven (7) days prior written notice to the other; provided, however, in no event shall this lease be terminated earlier than January 15, 1981; provided, further, however, in no event shall the term extend beyond May 1, 1981. It is agreed that such termination or terminations may be from time to time and may be a complete termination or partial termination applying, as the case may be, to all or to a portion of the Cars.

5. Rent. The rent for the first thirty days of the term hereof shall be at a rate of Ten Dollars (10.00) per day. Thereafter, Lessee agrees to pay rent to Lessor for each Car during the Term at a rate

of Seventeen Dollars (\$17.00) per day payable monthly in advance on the first day of each month. In the month the Cars are delivered to Lessee, rent shall be payable on the day of delivery in advance for the remaining days in that month. In the event this Lease is terminated on other than the last day of the month, Lessor shall rebate to Lessee any prepaid rent applicable to the remaining days in that month.

6. Maintenance. Lessee shall promptly notify Lessor upon receipt by Lessee of knowledge of any substantial damage to any of the Cars. Lessor agrees to maintain and repair the Cars except as hereinafter provided. Lessee shall not repair or authorize the repair of any of the Cars without Lessor's prior written consent, except that running repairs (as specified in the Association of American Railroads Rules for Interchange) may be performed without prior written consent. The amount Lessor will pay for such running repairs shall not be in excess of the basis, in effect at the time the repair is made, provided by the Association of American Railroads. If any Car becomes unfit for service and shall be held in a car shop for repairs and shall remain therein for a period in excess of two days, the rental with respect to such Car shall abate from and after such period until such Car is released from the shop or until another car shall have been placed in the service of Lessee by Lessor in substitution for such Car.

7. Excess Empty Mileage. Lessee agrees to reimburse Lessor for any payment Lessor may be required to make to any railroad, due

to mileage equalization where applicable, resulting from excess empty mileage incurred by the cars on such railroad. For the purpose of this paragraph, the railroad mileage and junction reports shall be prima facie evidence of the facts reported therein. In addition, if Lessor is required to make any payments to a railroad resulting from the empty movement of any of the Cars while they are in Lessee's service, Lessee agrees to reimburse Lessor for such payments.

8. Use, Subleasing and Assignment.

(a) The Cars shall be used exclusively in salt service from Retsof, New York. None of the Cars shall be shipped beyond the boundaries of the United States or Canada except with the prior written consent of Lessor. Lessee agrees that if any of the Cars are used outside of Continental United States, Lessee shall reimburse Lessor for any customs, duties, taxes, investment tax credit reductions or other expenses resulting from such use.

(b) Lessee shall not assign or sublease Cars to a third party or transfer Cars within Lessee's own system to a base of operations other than Retsof, New York, without Lessor's prior consent.

(c) No right, title or interest in any of the Cars shall vest in Lessee by reason of this Agreement or by reason of the delivery to or use by Lessee of the Cars, except the right to use the Cars in accordance with the terms of this Agreement.

9. Cars Removed from Service. In the event any Car is totally damaged or destroyed, the rental with respect to such car shall terminate upon receipt by Lessor of notification thereof, and in the event any Car is reported to be bad ordered and Lessor elects to permanently remove such Car from Lessee's service rather than have such Car taken to a car shop for repairs, the rental with respect to such Car shall terminate upon receipt by Lessor of notification that such Car was bad ordered.

10. Risk of Loss. Risk of loss for damage to or destruction of the Cars shall be with the Lessor; provided, however, in the event that any of the Cars, fittings, appliances or appurtenances of the Cars shall be damaged, ordinary wear and tear excepted, or destroyed as a result of Lessee's negligence, Lessee shall assume financial responsibility for such damage or destruction.

11. Lading. Lessor shall not be liable for any loss of or damage to commodities, or any part thereof, loaded or shipped in or on the Cars, unless such loss or damage results from negligence of Lessor, and Lessee agrees to assume financial responsibility for, to indemnify and hold Lessor harmless from and against any such loss or damage.

12. Removable Parts. Lessee, at its own expense, shall either replace or reimburse Lessor for the cost of replacing any

appliance or removable part, if destroyed, damaged, lost, removed or stolen, unless the railroads transporting the Cars have assumed full responsibility for such loss or damage, or unless such loss or damage results from the negligence of Lessor or of any of Lessor's affiliates.

13. Indemnification by Lessee. Lessee agrees to indemnify and hold Lessor harmless from and against any loss, liability, claim, damage or expense (including, unless Lessee assumes the defense, the reasonable cost of investigating and defending against any claim for damages) for personal injury or for property damage, including any or all consequential damages, arising out of or in connection with the use of the Cars during the term of this Agreement, excepting, however, damage to or destruction of the Cars (subject to the provisions of paragraph 10) and excepting any loss, liability, claim, damage or expense (i) which results from the negligence of Lessor or any of Lessor's affiliates (including, but not limited to, Genesee and Wyoming Railroad Company); or (ii) for which a railroad or railroads, including any railroad affiliated with Lessor, has discharged such responsibility or obligation.

14. Insurance. Lessee shall maintain general liability insurance in such amounts as reasonably may be satisfactory to Lessor, shall name Lessor as an additional insured with respect to such insurance, and shall, upon request, provide Lessor

certificates thereof. Lessor shall maintain such insurance as it shall deem appropriate with respect to damage to or destruction of the Cars.

15. Lettering. No lettering or marking of any kind shall be placed upon any of the Cars by Lessee except with the prior written consent of Lessor.

16. Loading. Lessee shall be liable for any demurrage, track storage or detention charge imposed in connection with any of the Cars.

17. Remedies. If Lessee shall fail to perform any of its obligations hereunder, Lessor at its election may either (a) terminate this Agreement immediately and repossess the Cars, or (b) withdraw the Cars from the service of Lessee and deliver the same, or any thereof, to others upon such terms as Lessor may see fit. If Lessor shall elect to proceed in accordance with clause (b) above, and if Lessor during the balance of the term of this Agreement shall fail to collect for the use of the Cars a sum at least equal to all unpaid rentals hereunder to the stated date of termination hereof plus an amount equal to all expenses of withdrawing the Cars from the service of Lessee and collecting the earnings thereof, Lessee agrees to pay from time to time upon demand by Lessor the amount of any such deficiency.

18. Taxes. Lessor agrees to assume responsibility for and to pay any and all applicable state sales taxes resulting from the use of the Cars including use or similar taxes.

19. Transit Costs. Lessor shall reimburse Lessee upon demand for the actual cost to Lessee of transporting the Cars from the Manufacturer's facility in Winder, Georgia to Retsof, New York.

20. Delays. Except with regard to each party's obligation to make payments to the other pursuant to this Lease, each party's obligations under this Lease are subject to delays due to acts of God, governmental action, wars, labor troubles, fires, floods, explosions or other accidents, delays of carriers or subcontractors, receipt of material, or to any other cause or causes (whether or not of the same general character as those herein specifically enumerated) beyond such party's reasonable control.

21. Lessor's Assignment. It is understood that some of the Cars furnished Lessee under this Agreement and Lessor's rights under this Agreement may, at the time of delivery to Lessee or at some future time during the term of this Agreement, be subject to the terms of a mortgage, deed of trust, equipment trust, pledge or assignment or similar security arrangement. Lessee agrees

that the Cars may be stenciled or marked to set forth the ownership of any such cars in the name of a mortgagee, trustee, pledgee, assignee or security holder and that this Agreement and, except as provided below, Lessee's rights hereunder are and shall at all times be subject and subordinated to any and all rights of any mortgagee, trustee, pledgee or security holder (collectively the "Secured Parties" and individually the "Secured Party") if, at the time of any such subordination to the rights of any Security Holder, the Security Holder shall agree in writing with the Lessee that the Secured Party will not disturb the possession of Lessee under this Agreement, provided only that Lessee is not in default under any terms and conditions of this Agreement. As to the Cars subject hereto, this Agreement and the rentals hereunder may have been assigned and may in the future be assigned to the holder, if any, of the superior lien from time to time on each Car as determined with reference to the filings under Section 11303 of the Interstate Commerce Act; however, until notified to the contrary by any person reasonably proving to Lessee's satisfaction that he is the assignee of this Agreement or the rentals hereunder, Lessee is to pay all rentals to the order of Lessor. Lessee hereby consents to and accepts such assignment. Lessee agrees that no claim or defense which Lessee may have against Lessor shall be asserted or enforced against any assignee of this Agreement. All rental payments shall be made in full by Lessee regardless of any defense, claim or offset which may be asserted by Lessee or in its behalf.

22. Ownership of Cars. The Cars are, and shall at all times be and remain, the sole and exclusive property of Lessor, and Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease. All incidents of ownership including the investment tax credit and depreciation shall be retained by Lessor. Lessee shall maintain the Cars free and clear of all charges, liens and encumbrances which any party might claim by, through or under Lessee.

23. Non-Waiver. No covenant or condition of this Lease can be waived except by the written consent of the party making such waiver. Forbearance or indulgence by either party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party to which the same may apply, and, until complete performance by either party of such covenant or condition, the other party shall be entitled to invoke any remedy available to such party under this Lease or by law or in equity despite such forbearance or indulgence.

Upon ten (10) days' written notice of either party's failure to perform any of its duties hereunder, the other party may, but shall not be obligated to, perform any or all such duties and the party so failing to perform shall pay an amount equal to the expense thereof to the other party forthwith upon written demand.

24. Additional Documents. If Lessor shall so request, Lessee shall execute and deliver to Lessor such documents as Lessor shall deem necessary or desirable for purposes of recording or filing to protect the interest of Lessor in the Cars.

25. Entire Agreement. This Lease, together with attached Exhibits, constitutes the entire agreement between Lessor and Lessee and shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

26. Notices. Service of all notices under this Lease shall be sufficient if given personally or mailed to the party involved at its address hereinafter set forth or at such address as such party may provide in writing from time to time. Any such notice mailed to such address shall be effective when deposited in the United States mail, duly addressed with postage prepaid. The address of each party is:

Lessor: GWI Rail Management Leasing Corporation
3846 Retsof Road
Retsof, New York 14539

Lessee: International Salt Company
Clarks Summit, Pennsylvania 18411
Attention: Vice President
Highway & Chemical Division

27. Titles. The titles to the paragraphs of this Lease are solely for the convenience of the parties and are not an aid in the interpretation of the instrument.

28. Time. Time is of the essence of this Lease and each or all of its provisions.

29. Lessee. Lessee certifies that the Lease transaction described herein does not conflict with Lessee's or Akzona Incorporated's existing long-term debt agreements, notes, bonds, debentures, credit arrangements or other financial instruments.

30. Governing Law. This Lease and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of New York.

31. Agreement Binding. This Agreement shall be binding upon the parties hereto, their respective successors, assigns and legal representatives, and shall remain in full force and effect from the date hereof until the termination of the Lease, and all such cars are returned to Lessor. Lessor may assign all or any part of its interest in this Agreement without the consent of Lessee; provided, however, in the event of such an Assignment Lessor shall continue to be obligated to Lessee hereunder until Lessor identifies the assignee or assignees and Lessee accepts in writing the liability of the assignee or assignees in place of that of Lessor and releases Lessor from its obligation hereunder (such acceptance and release by Lessee shall not be unreasonably withheld).

IN WITNESS WHEREOF, the parties hereto have executed this Lease
on the date first above written.

GWI RAIL MANAGEMENT CORPORATION

By: Gerald E. Johnson
Title: VICE PRESIDENT

INTERNATIONAL SALT COMPANY

By: D. L. Allen, Jr.
Title: D. L. Allen, Jr.
Vice President
Highway and Chemical

STATE OF NEW YORK)
COUNTY OF LIVINGSTON) SS.:
~~CITY OF~~)

On this 18th day of December, 1980, before me personally came GERALD E. JOHNSON, who being by me duly sworn, did depose and say: that he resides in NUNDA, NEW YORK, that he is VICE PRESIDENT of GWI Rail Management Corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed is said corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Gail E. Laursen
Notary Public

GAIL E. LAURSEN
Notary Public, State of New York
Qualified in Livingston County
My Commission Expires March 30, 1982

STATE OF PENNA.)
COUNTY OF LACKA.) SS.:
CITY OF)

On this 16th day of December, 1980, before me personally came D. L. Allen, Jr, who being by me duly sworn, did depose and say: that he resides in Clarks Summit, PA , that he is Vice President of International Salt Company, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed is said corporate seal; that it was so affixed by order of the Board of Directors/Trustees of said corporation and that he signed his name thereto by like order.


Notary Public

NOTARY PUBLIC
South Abington Township, Lackawanna County, Pa.
My Commission Expires Nov. 25, 1981

EXHIBIT C

CERTIFICATE OF INSPECTION AND ACCEPTANCE
UNDER LEASE AGREEMENT

TO: GWI Rail Management Corporation (Lessor)
3846 Retsof Road
Retsof, New York

I am the duly appointed inspector and authorized representative of the INTERNATIONAL SALT COMPANY (Lessee) for the purposes of a Lease dated December , 1980, between Lessor and Lessee (the Lease). I hereby certify that I have received and accepted delivery on behalf of Lessee and pursuant to paragraph 3 of the Lease, of the following railroad cars:

Type of Cars: 100-Ton, 4750 Cubic Feet Capacity, steel covered Hopper Cars, manufactured by Portec Inc., Railcar Division.

Place Accepted: Winder, Georgia

Dated Accepted: December , 1980

Number of Units:

Serial Numbers:

Dated:

Inspector and Authorized
Representative of
International Salt Company

SCHEDULE B

To Lease, dated December 18th, 1980, between GWI Rail Management Corporation and International Salt Company.

100-ton; 4,750 cubic feet capacity steel covered hopper cars, manufactured by Portec Inc., Railcar Division as described in the attached specifications.

<u>Serial Number</u>	<u>Running Number</u>
1115	GWIX 30026
1114	GWIX 30027
1127	GWIX 30028
1123	GWIX 30029
1110	GWIX 30030
1118	GWIX 30031
1119	GWIX 30032
1120	GWIX 30033
1122	GWIX 30034
1113	GWIX 30035
1084	GWIX 30036
1116	GWIX 30037
1121	GWIX 30038
1098	GWIX 30039
1111	GWIX 30040
1125	GWIX 30041
1128	GWIX 30042
1132	GWIX 30043
1130	GWIX 30044
1126	GWIX 30045
1129	GWIX 30046
1124	GWIX 30047
1092	GWIX 30048
1117	GWIX 30049
1106	GWIX 30050

Serial NumberRunning Number

987	GWIX 30001
940	GWIX 30002
943	GWIX 30003
1094	GWIX 30004
1089	GWIX 30005
1096	GWIX 30006
1091	GWIX 30007
960	GWIX 30008
1100	GWIX 30009
1095	GWIX 30010
1090	GWIX 30011
1101	GWIX 30012
1102	GWIX 30013
1099	GWIX 30014
1093	GWIX 30015
990	GWIX 30016
1103	GWIX 30017
1107	GWIX 30018
1097	GWIX 30019
1085	GWIX 30020
1104	GWIX 30021
1105	GWIX 30022
1108	GWIX 30023
1109	GWIX 30024
1112	GWIX 30025