

PAULINE E. MYERS
Registered Transportation Practitioner

SUITE 1163, NATIONAL PRESS BUILDING
529 FOURTEENTH STREET, N. W.
WASHINGTON, D. C. 20045

(202) 737-2188

March 23, 1987

RECORDATION NO. 1 5186

Filed & Recorded

MAR 23 1987 2-05 PM

INTERSTATE COMMERCE COMMISSION

ICC OFFICE OF
THE SECRETARY
MAR 23 1 57 PM '87
MOTOR OPERATING UNIT

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, DC 20423

IN RE:

Document for Recordation

Dear Ms. McGee:

I have enclosed an Original and One copy of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a CHATTEL MORTGAGE and SECURITY AGREEMENT, a primary document dated December 31, 1986.

The names and addresses of the parties of the document are as follows:
Borrower: GWI Leasing Corporation
71 Lewis Street
Greenwich, CT

7-082A05J

No.

Date

MAR 23 1987

Fee \$

10.00

Bank: Key Bank N.A.
60 State Street
Albany, NY

ICC Washington, D.C.

Description of the equipment covered by this document is shown on Schedule "A" of the Document and includes 75 - 100-Ton, 4427 cubic feet capacity steel covered hopper cars, all with GWIX Reporting Marks and the Running Numbers as follows: 97549, 97550, 97551, 97553, 97554, 97555, 97556, 97557, 97560, 97562, 97563, 97565, 97566, 97567, 97569, 97571, 97572, 97573, 97574, 97576, 97577, 97579, 97580, 97582, 97585, 97588, 97592, 97593, 97596, 97597, 97601, 97603, 97607, 97609, 97610, 97616, 97617, 97618, 97621, 97624, 97628, 97629, 97630, 97632, 97633, 97634, 97635, 97637, 97638, 97640, 97641, 97642, 97644, 97649, 97650, 97651, 97652, 97653, 97655, 97657, 97659, 97660, 97662, 97663, 97665, 97667, 97670, 97674, 97675, 97678, 97681, 97682, 97692, 97694, and 97695.

A check in the amount of \$10.00 to cover the Recordation Fee is enclosed. Please return the Original showing recordation.

Your usual cooperation in this matter is greatly appreciated.

Yours very truly,

Pauline E. Myers

Pauline E. Myers

PEM/s
Enclosure:

Long

Q

Interstate Commerce Commission
Washington, D.C. 20423

3/23/87

OFFICE OF THE SECRETARY

Pauline E. Myers
Suite 1163 Natl Press Bldg
529 14th St. N.W.
Washington, D.C. 20045

Dear Ms. Myers:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3/23/87 at 2:05pm, and assigned re-
recording number(s).

15186 & 15186-A

Sincerely yours,

Noreta R. McGee
Secretary

Enclosure(s)

SE-30
(7/79)

RECORDATION NO. 1 5186 Filed & Recorded

MAR 23 1987 2-05 PM

CHATTEL MORTGAGE
and
SECURITY AGREEMENT

INTERSTATE COMMERCE COMMISSION

December 31, 1986

GWI LEASING CORPORATION, a Delaware Corporation with its principal office and place of business at 71 Lewis Street, Greenwich, Connecticut,

Borrower,

(hereinafter called "Borrower") hereby mortgages and grants to Key Bank N.A., a National Banking Association with its principal office at 60 State Street in the City and County of Albany, State of New York (hereinafter called the ("Bank") a security interest and chattel mortgage in all those railroad cars more particularly described in Schedule "A" attached hereto and made a part hereof, whether now owned or hereinafter acquired, together with all accessories, equipment, parts and appurtenances pertaining or attached to any of the railroad cars described in Schedule "A" attached hereto whether now owned or hereinafter acquired and all substitutions, renewals and replacements of and additions, improvements, accessories and accumulations to the said railroad cars, including all additions thereto which are now or shall hereinafter be incorporated therein, together with all the rents, issues, income, profits and avails therefrom, all of which railroad cars, rights, and interests hereinafter transferred, conveyed, mortgaged, and pledged, or intended to be so, are hereinafter referred to as the "Collateral". Subject, however, to all the right, title and interest of International Salt Company (hereinafter called "Lessee"), in and with respect to said railroad cars arising under that certain Lease Agreement, dated as of July 31, 1986, between GWI Rail Management Corporation, manager of the railroad cars under a certain Management Agreement dated July 30, 1986 as Lessor, and International Salt Company, as Lessee (the "Lease").

To have and to hold the above granted and described property unto said Bank, its successors and assigns forever.

This Chattel Mortgage and Security Agreement is made and given to secure payment of monies loaned to Borrower by Bank in the amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) evidenced by Borrower's Promissory Note of even date herewith and any and all extensions or renewals thereof (hereinafter called "Obligations").

This Chattel Mortgage and Security Agreement is given and intended as a collateral and continuing security for the payment of all of Borrower's Obligations to the Bank pursuant to the Borrower's Promissory Note of even date herewith, whether such Obligations shall at any time or from time to time have been reduced or paid in full and thereafter increase or reincurred, and no renewal of, or extension of time of payment of such Obligations or any part thereof, and no agreement not to sue or release or discharge of any persons liable therefor and thereon, or the release or exchange of other collateral or any act or thing whatsoever, save payment in full of the Promissory Note, shall diminish, discharge, impair or affect this Chattel Mortgage and Security Agreement or the lien thereof or the security afforded thereby.

The Borrower warrants, covenants and agrees:

1. Except for the security interest granted hereby and the Lease, the Borrower is the owner of the Collateral free from any liens, security interest, encumbrance or other right, title or interest of any other person, firm or corporation, and Borrower will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

2. The Collateral is bought or used primarily for Business use, and the Borrower's chief place of business is that shown at the beginning of this agreement.

3. The Borrower is acquiring ownership of the Collateral from the proceeds of the loan evidenced hereby and by the Borrower's Promissory Note above referred to, and Bank has been and is authorized to disburse the proceeds of the loan directly to, or the Borrower will remit such proceeds directly to, the seller of the Collateral.

4. If certificates of title are issued, required to be issued or are outstanding with respect to any of the Collateral Borrower will cause the interest of the Bank to be properly noted upon such certificates and will furnish the Bank with proof thereof.

5. Borrower will not offer to sell, sell, lease or otherwise transfer the Collateral or any interest therein or place the Collateral in the custody, control or possession of any other person without the prior written consent of Bank, except as otherwise provided herein, provided however the foregoing notwithstanding, Borrower may lease the Collateral and enter into assignment or use agreement with respect to the Collateral for periods of up to twelve months without consent of the Bank.

6. Borrower will have and maintain insurance at all times with respect to all Collateral.

7. Except as otherwise provided herein, Borrower will keep the Collateral free from any adverse lien, security interest or encumbrance and in good order and repair, will not waste or destroy the Collateral or any part thereof, and will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation or upon this agreement or upon any note or notes evidencing the Obligations. Borrower will not use the Collateral in violation of any statute or ordinance; and Bank may examine and inspect the Collateral at reasonable times and places, wherever located, and at Bank's request Borrower will disclose the exact location of the Collateral.

8. No Financing Statement or Security Agreement covering the Collateral or any proceeds thereof (except in respect to the security interest provided for herein) is on file in any public office and at the request of Bank, Borrower will join with Bank in executing one or more Financing Statements pursuant to the Uniform Commercial Code in form satisfactory to Bank and will pay the cost of filing the same or filing or recording this agreement in all public offices wherever filing or recording is deemed by Bank to be necessary or desirable. In the event for any reason the law of any other jurisdiction than New York State becomes or is applicable to the Collateral or any part thereof, the Borrower agrees to execute and deliver all such instruments and to do all such other things as Bank may deem necessary or appropriate to preserve, protect and enforce the security interest of Bank under the law of such other jurisdiction.

9. Borrower shall be in default under this agreement upon the happening of any event of default as defined in Covenant III (d)(i) of the Promissory Note.

10. Upon the occurrence of any of the events of default set forth in Covenant III (d)(i) of the Promissory Note hereof, Bank may declare all Obligations secured hereby immediately due and payable, and shall have the rights and remedies of a secured party under the Uniform Commercial Code of the State of New York (regardless of whether such Code or a law similar thereto has been enacted in the jurisdiction where the rights or remedies are asserted), including, without limitation, the right in the Bank to take possession of the Collateral, without legal process and for that purpose the Bank may enter any premises where the Collateral may be found without legal process, and Bank may sell the Collateral at public or private sale. Bank may require Borrower at Borrower's expense to assemble the Collateral and make it available to Bank at a place to be designated by Bank

which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Bank will give Borrower reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. Such requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Borrower shown at the beginning of this agreement at least five days before the time of the sale or disposition. The Borrower shall be and remain liable for any deficiency remaining after applying the proceeds of disposition of the Collateral first to the reasonable expenses of retaking, holding, preparing for sale, selling, leasing, and the like, including reasonable attorney's fees and legal expenses incurred by Bank in connection therewith, or in exercising any of its rights or remedies hereunder (which Borrower agrees to pay), and then to the satisfaction of the Obligations secured hereunder.

11. If the Borrower is in default under Covenant III (d) (i) of the Promissory Note, at its option, Bank may discharge taxes, liens, or security interests or other encumbrances at anytime levied or placed on the Collateral, may pay for insurance on, and for the maintenance and preservation of the Collateral, and Borrower agrees to reimburse Bank on demand for any payment made, or any expense incurred thereby. Until default Borrower may have possession of the Collateral and use it in any lawful manner pursuant to and not inconsistent with this agreement and not inconsistent with any policy of insurance thereon.

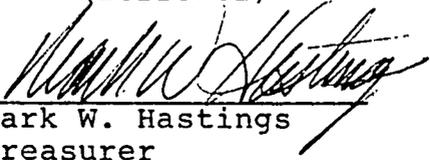
12. No warranties, express or implied, and no representations, promises or statements have been made by Bank unless endorsed hereon in writing. Any provision of this agreement prohibited by law of any state shall, as to said state, be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof. This agreement has been accepted in New York State and all rights, duties and obligations hereunder, including matters of construction, validity and performance shall be governed by the laws of the State of New York. All terms used herein which are defined in the Uniform Commercial Code of the State of New York shall have the same meaning herein as in the Code. The rights of Bank specified in this agreement shall be in addition to, and not in limitation of, Bank's Rights under the Code, as amended from time to time, or any other statute or rules of law conferring rights similar to those conferred by the Code, or of Bank's rights under any other agreement, note or instrument signed by Borrower.

13. Borrower hereby authorizes Bank to file Financing Statements without the signature of Borrower with respect to this Chattel Mortgage and Security Agreement. No waiver by Bank of any default shall operate as a waiver of any other default or of the same default on a future occasion. All rights of Bank hereunder shall inure to the benefit of its successors and assigns; and all duties and obligations of Borrower shall bind his heirs, executors or administrators or his or its successors or assigns. If there be more than one Borrower, their duties and obligations hereunder shall be joint and several. This agreement shall become effective when it is signed by Borrower and need not be executed by Bank. If at any time the same is executed by Bank, it shall be for the sole purpose of filing the same as a security agreement under the Uniform Commercial Code of any jurisdiction if the execution hereof by Bank is required for such purpose.

Signed and delivered on the day and year first above written.

GWI Leasing Corporation
(Borrower)

By:


Mark W. Hastings
Treasurer

Corporate Seal

SCHEDULE "A"

100-Ton, 4427 cubic feet capacity steel covered hopper cars.

Reporting Marks	Running Number
GWIX	97549
GWIX	97550
GWIX	97551
GWIX	97553
GWIX	97554
GWIX	97555
GWIX	97556
GWIX	97557
GWIX	97560
GWIX	97562
GWIX	97563
GWIX	97565
GWIX	97566
GWIX	97567
GWIX	97569
GWIX	97571
GWIX	97572
GWIX	97573
GWIX	97574
GWIX	97576
GWIX	97577
GWIX	97579
GWIX	97580
GWIX	97582
GWIX	97585
GWIX	97588
GWIX	97592
GWIX	97593
GWIX	97596
GWIX	97597
GWIX	97601
GWIX	97603
GWIX	97607
GWIX	97609
GWIX	97610
GWIX	97616
GWIX	97617
GWIX	97618
GWIX	97621
GWIX	97624
GWIX	97628

SCHEDULE "A" CONTINUED

GWIX	97629
GWIX	97630
GWIX	97632
GWIX	97633
GWIX	97634
GWIX	97635
GWIX	97637
GWIX	97638
GWIX	97640
GWIX	97641
GWIX	97642
GWIX	97644
GWIX	97649
GWIX	97650
GWIX	97651
GWIX	97652
GWIX	97653
GWIX	97655
GWIX	97657
GWIX	97659
GWIX	97660
GWIX	97662
GWIX	97663
GWIX	97665
GWIX	97667
GWIX	97670
GWIX	97674
GWIX	97675
GWIX	97678
GWIX	97681
GWIX	97682
GWIX	97692
GWIX	97694
GWIX	97695