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LAW OFFICES

ALVORD AND ALVORD

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD  
ALBERT H. GREENE  
CARL C. DAVIS\*  
CHARLES T. KAPPLER  
JOHN H. DOYLE  
MILTON C. GRACE\*  
GEORGE JOHN KETO\*\*  
RICHARD N. BAGENSTOS

\* NOT A MEMBER OF D. C. BAR  
\*\* ALSO A MEMBER OF OHIO BAR

200 WORLD CENTER BUILDING  
918 SIXTEENTH STREET, N.W.  
WASHINGTON, D. C.  
20006-2973

April 1, 1983

OF COUNSEL  
JESS LARSON  
JOHN L. INGOLDSBY  
URBAN A. LESTER

CABLE ADDRESS  
"ALVORD"

TELEPHONE  
AREA CODE 202  
393-2266

TELEX  
440367 A AND A  
440348 CDAA UI

13995  
RECORDATION NO. .... Filed 1425

Ms. Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
Washington, D.C.

APR 1 1983 - 11 45 AM  
STATE COMMERCE COMMISSION

Dear Ms. Mergenovich:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. §11303 are the original and one certified true copy of an Assignment of Lease and Rents dated as of March 28, 1983, a "secondary document" as that term is defined in 49 C.F.R. §1116.1(b).

The enclosed document relates to a Lease dated February 5, 1980 between GWI Leasing Corporation, Lessor, and International Salt Company, Lessee, which was duly filed and recorded at 2:11 p.m. on May 29, 1980 and assigned Recordation Number 11861.

A general description of the railroad equipment covered by the enclosed document is set forth in Exhibit A attached hereto and made a part hereof.

The names and addresses of the parties to the enclosed document are:

Assignor: GWI Leasing Corporation  
71 Lewis Street  
Greenwich, Connecticut

Assignee: Marine Midland Leasing Corporation  
One Marine Midland Center  
Buffalo, New York 14240

Kindly return the original copy of the enclosed document to the undersigned.

Also enclosed is a check in the amount of \$10 covering the required recordation fee.

Very truly yours,

*Charles T. Kappler*  
Charles T. Kappler

*Charles T. Kappler*

EXHIBIT A

To Lease, dated February 5, 1980, between GWI Leasing Corporation and International Salt Company.

100-ton; 3,500 cubic feet capacity steel covered hopper cars, manufactured by various manufacturers.

<u>Serial Number</u>	<u>Running Number</u>
31908	GWIX31908
31909	GWIX31909
31913	GWIX31913
31918	GWIX31918
31919	GWIX31919
31924	GWIX31924
31928	GWIX31928
31930	GWIX31930
31931	GWIX31931
31933	GWIX31933
31948-	GWIX31948
31952-	GWIX31952
31954-	GWIX31954
32094x	GWIX32094
<del>32099x</del>	<del>GWIX32099</del>
32115x	GWIX32115
32116*	GWIX32116
38061	GWIX38061
38066	GWIX38066
38085	GWIX38085
38090	GWIX38090
38091	GWIX38091
38092	GWIX38092
38094	GWIX38094
38103	GWIX38103
38106	GWIX38106
38111	GWIX38111
38124	GWIX38124
38131	GWIX38131
38135	GWIX38135
38136	GWIX38136
38138	GWIX38138
38140	GWIX38140
38147	GWIX38147
39017	GWIX39017
40001	GWIX40001
40002	GWIX40002
40004	GWIX40004
40005	GWIX40005
40006	GWIX40006
40008	GWIX40008

Schedule 1' (Continued)

<u>Serial Number</u>	<u>Running Number</u>
40009	GWIX40009
40010	GWIX40010
40011	GWIX40011
40012	GWIX40012
40013	GWIX40013
40014	GWIX40014
40015	GWIX40015
40016	GWIX40016
40017	GWIX40017
40018	GWIX40018
40019	GWIX40019
51309	GWIX51309
51375	GWIX51375
51383	GWIX51383
51401	GWIX51401
51404	GWIX51404
51411	GWIX51411
51414	GWIX51414
51421	GWIX51421
51423	GWIX51423
51427	GWIX51427
51432	GWIX51432
51435	GWIX51435
51437	GWIX51437
51438	GWIX51438
51439	GWIX51439
51442	GWIX51442
51448	GWIX51448
51449	GWIX51449
51453	GWIX51453
51454	GWIX51454
51455	GWIX51455
51457	GWIX51457
51463	GWIX51463
51464	GWIX51464
51469	GWIX51469
51475	GWIX51475
51478	GWIX51478
51479	GWIX51479
51483	GWIX51483
51485	GWIX51485
51489	GWIX51489
51490	GWIX51490
51491	GWIX51491
<del>51492</del>	<del>GWIX51492</del>
51551	GWIX51710
51558	GWIX51712

## Schedule 1' (Continued)

<u>Serial Number</u>	<u>Running Number</u>
51561	GWIX51715
51617	GWIX51617
51623	GWIX51623
51651	GWIX51651
51653	GWIX51653
51654	GWIX51654
51658	GWIX51658
51659	GWIX51659
51660	GWIX51660
51661	GWIX51661
51663	GWIX51663
51664	GWIX51664
51669	GWIX51669
51670	GWIX51670
51672	GWIX51672
51673	GWIX51673
51674	GWIX51674
51707	GWIX51707
51724	GWIX51724
51802	GWIX51802
51806	GWIX51806
51810	GWIX51810
51812	GWIX51812
51814	GWIX51814
51815	GWIX51815
51817	GWIX51817
51818	GWIX51818
51819	GWIX51819
51820	GWIX51820
51822	GWIX51822
51823	GWIX51823
51826	GWIX51826
51829	GWIX51829
51837	GWIX51837
51854	GWIX51854
51859	GWIX51859
51860	GWIX51860
51861	GWIX51861
51862	GWIX51862
51863	GWIX51863
51864	GWIX51864
51865	GWIX51865
<del>51866</del>	<del>GWIX51866</del>
51987	GWIX51987
51988	GWIX51988
51989	GWIX51989
51995	GWIX51995

Schedule 1' (Continued)

<u>Serial Number</u>	<u>Running Number</u>
52030	GWIX52030
52032	GWIX52032
52034	GWIX52034
52036	GWIX52036
52038	GWIX52038
52039	GWIX52039
52040	GWIX52040
52041	GWIX52041
52042	GWIX52042
52045	GWIX52045
54046	GWIX52046
52047	GWIX52047
52049	GWIX52049
52050	GWIX52050
52051	GWIX52051
52053	GWIX52053
52056	GWIX52056
52057	GWIX52057
52059	GWIX52059
52060	GWIX52060
52062	GWIX52062
52063	GWIX52063
52064	GWIX 52064
52065	GWIX52065
52066	GWIX52066
52067	GWIX52067
52068	GWIX52068
52069	GWIX52069
52070	GWIX52070
52071	GWIX52071
52072	GWIX52072
52073	GWIX52073
52074	GWIX52074
52075	GWIX52075
52076	GWIX52076
<del>52077</del>	<del>GWIX52077</del>
52078	GWIX52078
52079	GWIX52079
52080	GWIX52080
52081	GWIX52081
52083	GWIX52083
52084	GWIX52084
52085	GWIX52085
52086	GWIX52086
52088	GWIX52088
52089	GWIX52089
52090	GWIX52090

## Schedule 1' (Continued)

<u>Serial Number</u>	<u>Running Number</u>
52091	GWIX52091
52092	GWIX52092
52093	GWIX52093
52095	GWIX52095
52097	GWIX52097
52098	GWIX52098
52101	GWIX52101
52103	GWIX52103
52104	GWIX52104
52105	GWIX52105
52107	GWIX52107
52108	GWIX52108
52109	GWIX52109
52111	GWIX52111
52113	GWIX52113
52115	GWIX52115
52116	GWIX52116
52117	GWIX52117
52119	GWIX52119
52120	GWIX52120
52122	GWIX52122
52123	GWIX52123
52124	GWIX52124
52125	GWIX52125
52126	GWIX52126
52128	GWIX52128
52129	GWIX52129
52130	GWIX52130
52131	GWIX52131
52132	GWIX52132
52134	GWIX52134
52135	GWIX52135
52137	GWIX52137
52138	GWIX52138
<del>52139</del>	<del>GWIX52139</del>
52140	GWIX52140
52141	GWIX52141
52142	GWIX52142
52143	GWIX52143
52145	GWIX52145
52147	GWIX52147
52148	GWIX52148
52150	GWIX52150
52151	GWIX52151
52152	GWIX52152
52153	GWIX52153
<del>52154</del>	<del>GWIX52154</del>

## Schedule 1' (Continued)

<u>Serial Number</u>	<u>Running Number</u>
52155	GWIX52155
52156	GWIX52156
52158	GWIX52158
52159	GWIX52159
52160	GWIX52160
52161	GWIX52161
52164*	GWIX52164
52165	GWIX52165
52166	GWIX52166
52167	GWIX52167
52168	GWIX52168
52169	GWIX52169
52170	GWIX52170
52172	GWIX52172
52173	GWIX52173
52176	GWIX52176
52177	GWIX52177
52179	GWIX52179
52180	GWIX52180
52181	GWIX52181
52182	GWIX52182
52183	GWIX52183
52184	GWIX52184
52185	GWIX52185
52186	GWIX52186
52187	GWIX52187
52188	GWIX52188
52189	GWIX52189
<del>52190</del>	<del>GWIX52190</del>
52192	GWIX52192
52193	GWIX52193
52194	GWIX52194
52195	GWIX52195
52197	GWIX52197
52198	GWIX52198
52199	GWIX52199
52200	GWIX52200
52201	GWIX52201
52202	GWIX52202
52203	GWIX52203
52204	GWIX52204
52207	GWIX52207
52208	GWIX52208
52209	GWIX52209
52210	GWIX52210
52212	GWIX52212
52214	GWIX52214

Schedule 1' (Continued)

<u>Serial Number</u>	<u>Running Number</u>
52215	GWIX52215
52216	GWIX52216
<del>52217</del>	<del>GWIX52217</del>
52218	GWIX52218
52219	GWIX52219
52222	GWIX52222
52224	GWIX52224
52225	GWIX52225
<del>52226</del>	<del>GWIX52226</del>
52227	GWIX52227
52228	GWIX52228
52229	GWIX52229
52242	GWIX52242
52243	GWIX52243
<del>52453</del>	<del>GWIX52453</del>
52484	GWIX52484
90033	GWIX90033
90068	GWIX90068
90074	GWIX90074
90084	GWIX90084
90011	GWIX90103
90019	GWIX90106
90042	GWIX38068
90071	GWIX38070
90086	GWIX90086
90091	GWIX90091
90093	GWIX90093
90097	GWIX90097
90099	GWIX38084

GWI LEASING CORPORATION

Dated: MAY 6, 1980

By: Gerald E. Johnson  
 SECRETARY

INTERNATIONAL SALT COMPANY

Dated: MAY 20, 1980

By: G Keith Ramsden

13995-<sup>F</sup>

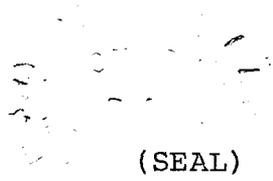
REGISTRATION NO. FILED 1983

APR 1 1983 - 11 45 AM

FEDERAL COMMERCE COMMISSION

DISTRICT OF COLUMBIA SS:

On this 1st day of April 1983 the undersigned Notary Public says that she has compared the attached copy to the original of an Assignment of Lease and Rents dated as of March 28, 1983 between GWI Leasing Corporation, Assignor, and Marine Midland Leasing Corporation, Assignee, and such copy is complete and identical in all respects to the original document.

  
*Janna S. Kabatznick*  
Notary Public

(SEAL)

My commission expires: **My Commission expires December 14, 1987**

13995

RECORDATION NO. \_\_\_\_\_ Filed 1425

APR 1 1983 - 11 45 AM

ASSIGNMENT OF LEASE AND RENTS  
INTERSTATE COMMERCE COMMISSION

This Assignment, made as of this 28<sup>TH</sup> day of March, 1983 by GWI Leasing Corporation (hereinafter referred to as the "Company"), a Delaware corporation with its office and principal place of business at 71 Lewis Street, Greenwich, Conn., to Marine Midland Leasing Corporation (hereinafter referred to as the "MMLC"), a New York corporation, with an office for the transaction of business at One Marine Midland Center, Buffalo, New York 14240.

W I T N E S S E T H :

1. The Company is lessor under a certain railroad car lease agreement dated February 5, 1980 (Lease) with International Salt Company as lessee (Lessee), pursuant to which the Company leases to Lessee 287 steel covered hopper cars owned by MMLC (Cars). The Lease as used herein covers and includes all amendments and supplements to, and renewals of, the Lease at any time made.

2. The Company hereby assigns, transfers and sets over to MMLC all of the Company's right, title and interest in and to the Lease and in and to all rents, renewal rents, proceeds of settlement for Cars which are lost, destroyed or damaged beyond repair and all other amounts due and to become due under and pursuant to, or by reason of, the Lease.

3. This Assignment is given and intended as continuing collateral security for the payment and performance of any and all of the obligations, due and to become due, of Genesee and Wyoming Railroad Company to MMLC under a certain railroad car lease agreement dated March 25, 1983, by and between MMLC as lessor and Genesee and Wyoming Railroad Company as lessee (Base Lease), and all costs and expenses incurred by MMLC in connection therewith and in connection with this Assignment, including, without limitation, all costs and expenses of enforcement thereof and hereof (collectively, Obligations).

4. When all Obligations have been paid and satisfied in full, this Assignment shall terminate and be discharged but shall otherwise remain in full force and effect.

5. (a) This Assignment is made upon the express understanding and agreement that MMLC assumes no responsibility for the performance of the Company's obligations under the Lease; that MMLC shall in no event be liable to the Lessee for the

failure on the part of the Company to comply with or perform any of the Company's obligations under the Lease; and that MMLC shall in no way be held to have assumed or become liable for compliance with or performance of any covenant or agreement or obligation binding on the Company, but the Company shall continue to be bound by all such obligations, covenants and agreements.

(b) MMLC shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the Company under the Lease and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of the Company in the Lease. The Company hereby agrees to indemnify MMLC and to hold it harmless from any liability, loss or damage including, without limitation, reasonable attorneys' fees, which may or might be incurred by MMLC under the Lease or by reason of this Assignment or any document executed in connection herewith and from any and all claims and demands whatsoever which may be asserted against MMLC by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Lease.

6. The Company does hereby irrevocably constitute and appoint MMLC its true and lawful attorney with full power of substitution, for it and in its name, place and stead, to ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all amounts which may be or become due or payable under the Lease with full power to settle, adjust or compromise any claim thereunder as fully as the Company could itself do, and to indorse the name of the Company on all negotiable instruments given in payment or in part payment thereof, and in its discretion, to file any claim or take any other action or proceeding, either in its own name or in the name of the Company, or otherwise, which MMLC may deem necessary or appropriate to collect any and all sums which may be or become due or payable under the Lease, or which may be necessary or appropriate to protect and preserve the right, title and interest of MMLC in and to such moneys and the security intended to be afforded hereby.

7. The Company authorizes and directs MMLC to notify the Lessee of this assignment and, upon the occurrence of an event which with notice, lapse of time, or both would be an Event of Default under the Base Lease, to direct the Lessee to make all payments of all sums due or to become due under the Lease, including without limitation, payment of rental and payments for Cars lost, destroyed or damaged beyond repair, directly to MMLC. Any such payments received by the Company after the occurrence of an event which with notice, lapse of time, or both, would be an Event of Default under the terms of the Base Lease, shall be

received as an agent for MMLC; shall be held in trust by the Company for MMLC; shall be delivered to MMLC in the same medium as received by the Company; shall under no circumstances at any time be commingled with any funds of the Company, and shall be forwarded to MMLC on the day of their receipt by the Company unless received too late for forwarding on such day, in which event they shall be forwarded on the next business day.

8. MMLC shall not be obligated to collect any of the rentals or other sums of money hereby assigned and the failure on the part of MMLC to collect the same shall not in any way affect any Obligations of the Company to MMLC or in any way affect any security therefor.

9. No renewal or extension of any or all of the Obligations shall operate to waive, alter, vary, affect or annul this Assignment of the security afforded hereby. Nothing herein contained shall operate as or be deemed to be an extension of the time of payment of the Obligations or to in any way affect any rights, powers or remedies of MMLC contained in the Base Lease or any agreements related to the Obligations.

10. The Company warrants, covenants and agrees with MMLC as follows:

(a) That it is and shall be the sole owner of the entire lessor's interest in the Lease, that it has not and shall not execute any other assignment of any of the Lease or the rents, income and profits accruing from the Cars, and that it has not and shall not perform any acts or execute any other instruments which might prevent MMLC from fully exercising its rights under any of the terms, covenants and conditions of this Assignment.

(b) That the Lease is and shall be valid and enforceable in accordance with its terms and has not been altered, modified, amended, terminated, renewed nor have any of the terms and conditions thereof been waived in any manner whatsoever except as approved in writing by MMLC and shall not be altered, modified, amended, terminated, renewed or any term or condition thereof be waived without the prior approval of MMLC.

(c) That there are no defaults now existing under the Lease and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under the Lease; and that the Company will fulfill or perform each and every condition and covenant of the Lease by lessor to be fulfilled or performed, and give prompt notice to MMLC of any notice of default by the Company under the Lease received by the Company, together with a complete copy of any such notice.

The Company shall, at its sole cost and expense, enforce, short of termination of the Lease, the performance or observance of each and every covenant and condition of the Lease by the Lessee to be performed or observed.

(d) That it shall not, without the prior written consent of MMLC, enter into any other leases of all or any part of the Cars.

(e) That it shall and does hereby assign and transfer to MMLC any and all subsequent leases upon all or any part of the Cars and shall execute and deliver at the request of MMLC all such further assurances and assignments as MMLC shall from time to time require or deem necessary.

(f) That the Lease shall remain in full force and effect irrespective of any merger of the interests of the lessor and lessee under the Lease.

11. MMLC is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents, income and profits assigned hereunder. The Company hereby grants full power and authority to MMLC to exercise all rights, privileges and powers herein granted at any and all times hereafter, without notice to the Company, with full power to use and apply all of the rents and other income herein assigned to the payment of the costs of managing and operating the Cars and to the Obligations, including but not limited to the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the Cars or of making same rentable and attorneys' fees incurred in connection with the enforcement of this Assignment and the Base Lease, all in such order as MMLC may determine.

12. MMLC may take or release other security, may release any party primarily or secondarily liable for any Obligations secured hereby, may grant extensions, renewals, or indulgences with respect to such Obligations and may apply any other security therefor held by it to the satisfaction of such Obligations without prejudice to any of its rights hereunder.

13. MMLC may, at its option, although it shall not be obligated to do so, perform any Lease covenant for and on behalf of the Company and any monies expended in so doing shall be chargeable with interest to the Company and added to the Obligations secured hereby.

14. Waiver of or acquiescence by MMLC in any default by the Company, or failure of MMLC to insist upon strict performance by the Company of any warranties or agreements in this Assignment,

shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

15. The rights and remedies of MMLC under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which MMLC shall have under the Base Lease.

16. If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

17. All notices to be given pursuant to this Assignment shall be sufficient if mailed postage prepaid, to the above described addresses of the parties hereto, or to such other address as a party may request in writing. Any time period provided in the giving of any notice hereunder shall commence upon the date such notice is deposited in the mail.

18. The terms "Company" and "MMLC" shall be construed to include the representatives, successors and assigns thereof.

19. This Assignment may not be amended, modified or changed nor shall any waiver of any provision hereof be effective, except only by a document in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

20. No delay by MMLC in exercising, or failure by MMLC to exercise, or partial or single exercise by MMLC of any right or power hereunder shall preclude any other or further exercise thereof or of any other right or power. The rights and remedies of MMLC as specified herein are cumulative and not exclusive of any other rights and remedies which MMLC may otherwise have.

21. The parties hereto agree that this Assignment of Lease and Rents and the acts of the parties hereunder shall be

construed and interpreted in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, each of the parties hereto has caused these presents to be executed in its corporate name and under its corporate seal by its corporate officer thereunto authorized this 28<sup>TH</sup> day of March, 1983.

GWI LEASING CORPORATION

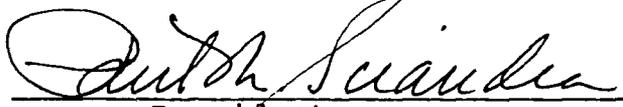
By   
Vice President

(Corporate Seal)

ATTEST:

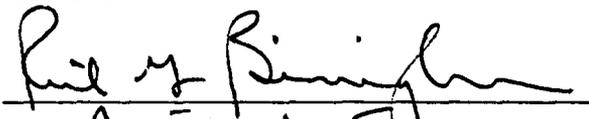
  
Secretary

MARINE MIDLAND LEASING CORPORATION

By   
President

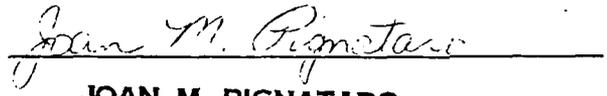
(Corporate Seal)

ATTEST:

  
Assistant Secretary

STATE OF *Connecticut* )  
 ) SS.:  
COUNTY OF *Fairfield* )

On this *28<sup>th</sup>* day of March, 1983, before me personally came Mortimer B. Fuller, III, to me personally known, who being by me duly sworn, says that he resides at Rye in the County of Westchester, New York; that he is <sup>vs.</sup> President of GWI Leasing Corporation, the corporation described in and which executed the above instrument; that he knows the seal of said corporation that the seal affixed to said instrument is such 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.



**JOAN M. PIGNATARO**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES MARCH 31, 1987

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF ERIE )

On this *29<sup>th</sup>* day of March, 1983, before me personally came Paul M. Sciandra to me personally known, who being by me duly sworn, says that he resides at East Aurora in the County of Erie, New York; that he is President of Marine Midland Leasing Corporation, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such 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.



**JOHN D. SMALL**  
Notary Public, State of New York  
in Erie County  
Commission Expires March 30, 19*85*