

CRAVATH, SWAINE & MOORE

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RALPH L. McAFEE  
ROYALL VICTOR  
HENRY W. deKOSMIAN  
ALLEN F. MAULSBY  
STEWART R. BROSS, JR.  
HENRY P. RIORDAN  
JOHN R. HUPPER  
SAMUEL C. BUTLER  
WILLIAM J. SCHRENK, JR.  
BENJAMIN F. CRANE  
FRANCIS F. RANDOLPH, JR.  
JOHN F. HUNT  
GEORGE J. GILLESPIE, III  
RICHARD S. SIMMONS  
WAYNE E. CHAPMAN  
THOMAS D. BARR  
MELVIN L. BEDRICK  
GEORGE T. LOWY  
ROBERT ROSENMAN  
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ALLEN FINKELSON  
RONALD S. ROLFE  
JOSEPH R. SAHID  
PAUL C. SAUNDERS  
MARTIN L. SENZEL  
DOUGLAS D. BROADWATER  
ALAN C. STEPHENSON  
RICHARD L. HOFFMAN  
JOSEPH S. MULLINS  
MAX R. SHULMAN

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I. C. C.  
FEE OPERATION BR

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RECORDATION NO. Filed 1425  
APR FEB 2 - 1980 - 1 40 PM

RECORDATION NO. 11623 Filed 1425  
APR FEB 2 - 1980 - 1 40 PM

INTERSTATE COMMERCE COMMISSION No. 0-03-0000

Date APR 2 1980

Fee \$ 100.00

ICC Washington, D. C.

RECORDATION NO. Filed 1425  
APR FEB 2 - 1980 - 1 40 PM

INTERSTATE COMMERCE COMMISSION

CHARLES L. MAW  
ALBERT R. CONNELLY  
FRANK H. DETWEILER  
GEORGE G. TYLER  
ROSWELL L. GILPATRICK  
L. R. BRESLIN, JR.  
GEORGE B. TURNER  
JOHN H. MORSE  
HAROLD R. MEDINA, JR.  
CHARLES R. LINTON  
ALLEN H. MERRILL  
4, PLACE DE LA CONCORDE  
75008 PARIS, FRANCE  
TELEPHONE: 265-81-54  
TELEX: 290530  
BROADMORTON STREET  
LONDON, EC2N 2BR, ENGLAND  
TELEPHONE 01-606-1421  
TELEX: 8814901  
CABLE ADDRESSES  
CRAVATH, N. Y.  
CRAVATH, PARIS  
CRAVATH, LONDON E. C. 2

April 2, 1980

INTERSTATE COMMERCE COMMISSION

Morton-Norwich Products, Inc.

11.40% Equipment Trust Certificates Due January 15, 1998

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Morton-Norwich Products, Inc., for filing and recordation counterparts of the following documents:

- (1) Equipment Trust Agreement dated as of February 1, 1980, between First Security Bank of Utah, N.A., as Trustee and First Security State Bank, as Owner-Trustee;
- (2) (a) Lease of Railroad Equipment dated as of February 1, 1980, between Morton-Norwich Products, Inc., and First Security State Bank, as Owner-Trustee; and
- (b) Assignment of Lease and Agreement dated as of February 1, 1980, between First Security State Bank, as Owner-Trustee, and First Security Bank of Utah, N.A., as Trustee.

The names and addresses of the parties to the

*Handwritten signature/initials on the left margin.*

aforementioned Agreements are as follows:

(1) Trustee:

First Security Bank of Utah, N.A.,  
79 South Main Street,  
Salt Lake City, Utah 84111.

(2) Owner-Trustee:

First Security State Bank,  
79 South Main Street,  
Salt Lake City, Utah 84111.

(3) Lessee:

Morton-Norwich Products, Inc.,  
(Morton Salt Division),  
110 North Wacker Drive,  
Chicago, Illinois 60606.

Please file and record the documents referred to in this letter and cross-index them under the names of the Trustee, the Owner-Trustee and the Lessee.

The equipment covered by the aforementioned documents consists of the following:

100 100-ton, 3,500 cu. ft., 3 compartment covered hopper cars bearing identifying numbers of the Lessee MNPX 2001-MNPX 2100, both inclusive.

There is also enclosed a check for \$100 payable to the Interstate Commerce Commission, representing the fee for recording the Equipment Trust Agreement and the Lease of Railroad Equipment and related Assignment of Lease and Agreement (together constituting one document).

Please stamp all counterparts of the enclosed documents with your official recording stamp. You will wish to retain one copy of the instruments for your files. It is requested that the remaining counterparts be delivered

to the bearer of this letter.

Very truly yours,

A handwritten signature in cursive script that reads "Edward F. Cox". The signature is written in dark ink and is positioned above the typed name.

Edward F. Cox  
As Agent for  
Morton-Norwich Products, Inc.

Agatha L. Mergenovich, Secretary,  
Interstate Commerce Commission,  
Washington, D. C. 20423

Encls.

RECORDATION NO. 11623 Filed 1425

APR.

FEB 2 - 1980 - 1 40 PM

INTERSTATE COMMERCE COMMISSION

[CS&M Ref. 5325-005]

ASSIGNMENT OF LEASE  
AND AGREEMENT

Between

FIRST SECURITY STATE BANK,  
Owner-Trustee

and

FIRST SECURITY BANK OF UTAH,  
NATIONAL ASSOCIATION,  
Trustee

Dated as of February 1, 1980

ASSIGNMENT OF LEASE AND AGREEMENT dated as of February 1, 1980 (this "Assignment"), by and between FIRST SECURITY STATE BANK, a Utah corporation (the "Owner Trustee"), not in its individual capacity but solely as Owner-Trustee under a Trust Agreement dated as of January 8, 1980 (the "Trust Agreement"), with Westinghouse Credit Corporation and Suburban Trust Company (the "Owner" and severally an "Owner"), and FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION (the "Trustee"), not in its individual capacity but solely as Trustee.

The Owner-Trustee and the Trustee have entered into an Equipment Trust Agreement dated as of the date hereof (the "Security Document").

The Owner-Trustee and Morton-Norwich Products, Inc. (the "Lessee"), have entered into a Lease of Railroad Equipment dated as of the date hereof (the "Lease"), providing for the leasing by the Owner-Trustee to the Lessee of certain units of railroad equipment (the "Units").

In order to provide security for the obligations of the Owner-Trustee under the Security Document and as an inducement to the Purchaser referred to in the Security Document (the "Purchaser") to purchase the Equipment Trust Certificates to be issued pursuant to the Security Document, the Owner-Trustee agrees to assign for security purposes its rights in, to and under the Lease.

NOW, THEREFORE, in consideration of the payments to be made and the covenants hereinafter mentioned to be kept and performed, the parties hereto agree as follows:

1. The Owner-Trustee hereby assigns, transfers and sets over unto the Trustee, as collateral security for the payment and performance of the Owner-Trustee's obligations under the Security Document, all the Owner-Trustee's right, title and interest, powers, privileges, and other benefits under the Lease, including, without limitation, the immediate right to receive and collect all rentals, profits and other

sums payable to or receivable by the Owner-Trustee from the Lessee under or pursuant to the provisions of the Lease, whether as rent, casualty payment, indemnity (except amounts which by the express terms of the Lease are payable directly to either Owner or the Owner-Trustee pursuant to § 6 or § 9 of the Lease), liquidated damages, or otherwise (such moneys being hereinafter called the "Payments"), and the right to make all waivers and agreements, to give all notices, consents and releases, to take all action upon the happening of an Event of Default specified in the Lease, and to do any and all other things whatsoever which the Owner-Trustee is or may become entitled to do under the Lease. In furtherance of the foregoing assignment, the Owner-Trustee hereby irrevocably authorizes and empowers the Trustee in its own name, or in the name of its nominee, or in the name of the Owner-Trustee or as its attorney, to ask, demand, sue for, collect and receive any and all Payments to which the Owner-Trustee is or may become entitled under the Lease, and to enforce compliance by the Lessee with all the terms and provisions thereof.

The Trustee agrees to accept any Payments made by the Lessee for the account of the Owner-Trustee pursuant to the Lease. To the extent received, the Trustee will apply such Payments first, to satisfy the obligations of the Owner-Trustee under the Security Document due and payable on the date such Payments were due and payable under the Lease, and second, so long as no Event of Default (or event which, with notice or lapse of time, or both, could constitute an Event of Default) under the Security Document shall have occurred and be continuing any remaining balance held by the Trustee hereunder shall be promptly paid to the Owner-Trustee in immediately available funds at the address of the Owner-Trustee set forth in the Lease. If the Trustee shall not receive any rental payment under the first paragraph of § 3 of the Lease or any payment of Casualty Values under § 7 of the Lease when due, the Trustee shall promptly notify the Owner-Trustee and the Lessee in writing at their respective addresses set forth in the Lease. Failure to so notify the Owner-Trustee and the Lessee shall not affect the rights and remedies of the Trustee hereunder or under the Security Document.

2. This Assignment is executed only as security for the obligations of the Owner-Trustee under the Security Document and, therefore, the execution and delivery of this Assignment shall not subject the Trustee to, or transfer, or in any way affect or modify the liability of the Owner-

Trustee under the Lease, it being understood and agreed that notwithstanding this Assignment or any subsequent assignment, all obligations of the Owner-Trustee to the Lessee shall be and remain enforceable by the Lessee against, and only against, the Owner-Trustee or persons other than the Trustee.

3. To protect the security afforded by this Assignment, the Owner-Trustee agrees as follows:

(a) The Owner-Trustee will faithfully abide by, perform and discharge each and every obligation which the Lease provides is to be performed by the Owner-Trustee; without the written consent of the Trustee, the Owner-Trustee will not anticipate the rents under the Lease or waive, excuse, condone, forgive or in any manner release or discharge the Lessee thereunder, of or from any obligation to be performed by the Lessee, including, without limitation, the obligation to make the payments in the manner and at the time and place specified therein or enter into any agreement so amending, modifying or terminating the Lease, and the Owner-Trustee agrees that any such amendment, modification or termination thereof without such consent shall be void.

(b) Should the Owner-Trustee fail to make any payment or to do any act which this Assignment requires the Owner-Trustee to make or do, then the Trustee, but without obligation so to do, after first making written demand upon the Owner-Trustee and affording the Owner-Trustee a reasonable period of time within which to make such payment or do such act, but without releasing the Owner-Trustee from any obligation hereunder, may make or do the same in such manner and to such extent as the Trustee may deem necessary to protect the security provided hereby, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof and the rights or powers of the Trustee, and also the right to perform and discharge each and every obligation of the Owner-Trustee contained in the Lease; and in exercising any such powers, the Trustee may pay necessary costs and expenses, employ counsel and incur and pay reasonable attorneys' fees, and the Owner-Trustee will reimburse the Trustee for such costs, expenses and fees.

4. The Owner-Trustee does hereby constitute the Trustee the Owner-Trustee's true and lawful attorney, irrevocably, with full power (in the name of the Owner-Trustee, or otherwise), to demand, receive, compound and give acquittance for any and all Payments due and to become due under or arising out of the Lease, to which the Owner-Trustee is or may become entitled, to enforce compliance by the Lessee with all the terms and provisions of the Lease, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings which the Trustee may deem to be necessary or advisable in the premises.

5. Upon the full discharge and satisfaction of all the Owner-Trustee's obligations under the Security Document, this Assignment and all rights herein assigned to the Trustee shall terminate, and all estate, right, title and interest of the Trustee in and to the Lease shall revert to the Owner-Trustee without further act or deed, but the Trustee shall execute and deliver such documents as the Owner-Trustee may reasonably request in order to confirm, or make clear upon public records, such termination or reversion.

6. The Owner-Trustee will, from time to time, do and perform any other act and will execute, acknowledge, and deliver any and all further instruments required by law or reasonably requested by the Trustee in order to confirm or further assure, the interests of the Trustee hereunder.

7. The Trustee may assign all or any of the rights assigned to it hereby or arising under the Lease, including, without limitation, the right to receive any Payments due or to become due. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of the Trustee hereunder.

8. This Assignment shall be governed by and construed in accordance with the laws of the State of Utah, but the parties hereto shall be entitled to all rights conferred by 49 U.S.C. § 11303.

9. The Owner-Trustee shall cause copies of all notices received in connection with the Lease and all

Payments to be promptly delivered or made to the Trustee at its address set forth in Section 9.05 of the Security Document, or at such other address as the Trustee shall designate.

10. The Trustee hereby agrees with the Owner-Trustee that, so long as no Event of Default (or event which, with notice or lapse of time or both, could constitute such an Event of Default) under the Security Document shall have occurred and be continuing, the Trustee will not exercise or enforce, or seek to exercise or enforce, or avail itself of, any of the rights, powers, privileges, authorizations or benefits assigned and transferred by the Owner-Trustee to the Trustee by this Assignment, except the right to receive and apply the Payments as provided in Paragraph 1 hereof, and that, subject to the terms of the Lease and the Security Document, the Owner-Trustee may, so long as no Event of Default under the Security Document has occurred and is then continuing, exercise or enforce, or seek to exercise or enforce, its rights, powers, privileges, and remedies arising out of subparagraph (a) of the first paragraph of § 10 of the Lease; provided, however, the Owner-Trustee shall not, without the prior written consent of the Trustee, terminate the Lease or otherwise exercise or enforce, or seek to exercise or enforce, any rights, powers, privileges and remedies arising out of subparagraph (b) of said § 10.

11. Each and all of the warranties, representations, undertakings and agreements herein made on the part of the Owner-Trustee are made and intended not as personal representations, undertakings and agreements by the financial institution acting as the Owner-Trustee or for the purpose or with the intention of binding said institution personally but are made and intended for the purpose of binding only the Trust Estate as such term is used in the Trust Agreement, and this Assignment is executed and delivered by the said institution solely in the exercise of the powers expressly conferred upon said institution as under the Trust Agreement, and no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against said institution, except for wilful misconduct or gross negligence, on account of any representation, undertaking or agreement herein of the Owner-Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released by the Trustee and by all persons claiming by, through or under the Trustee; provided,

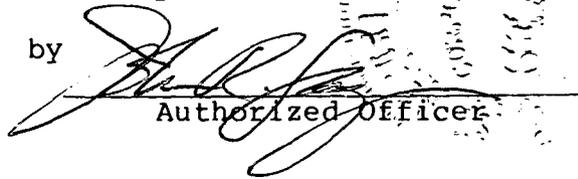
however, that the Trustee or any person claiming by, through or under it, making claim hereunder, may look to said Trust Estate for satisfaction of the same.

12. This Assignment may be executed in any number of counterparts, all of which together shall constitute a single instrument, but the counterpart delivered to the Trustee shall be deemed to be the original and all other counterparts shall be deemed to be duplicates thereof. It shall not be necessary that any counterpart be signed by both parties so long as each party shall sign at least one counterpart.

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

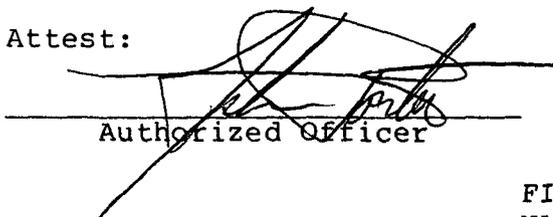
FIRST SECURITY STATE BANK,  
not in its individual capacity  
but solely as Owner-Trustee,

by

  
Authorized Officer

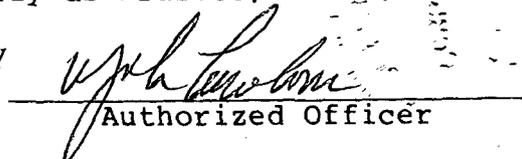
[Seal]

Attest:

  
Authorized Officer

FIRST SECURITY BANK OF UTAH,  
NATIONAL ASSOCIATION, not in  
its individual capacity but  
solely as Trustee,

by

  
Authorized Officer

[Seal]

Attest:

  
Authorized Officer

STATE OF UTAH, )  
 ) ss.:  
COUNTY OF SALT LAKE,)

On this *25th* day of *March* 1980, before me personally appeared *JOHN R. SAGER*, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY STATE BANK, that one of the seals affixed to the foregoing instrument is the seal of said bank and that said instrument was signed and sealed on behalf of said bank 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 bank.

*Randy R. Mairmont*  
Notary Public



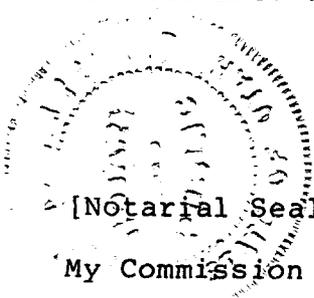
[Notarial Seal]

My Commission expires *2-8-82*

STATE OF UTAH, )  
 ) ss.:  
COUNTY OF SALT LAKE,)

On this *25th* day of *March* 1980, before me personally appeared *William John Lamborn* to be personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the seal of said national banking association and that said instrument was signed and sealed on behalf of said national banking association by authority of its By-laws and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

*Randy R. Mairmont*  
Notary Public



[Notarial Seal]

My Commission expires *2-8-82*

## CONSENT AND AGREEMENT

MORTON-NORWICH PRODUCTS, INC., a Delaware corporation (the "Lessee"), the Lessee named in the Lease (the "Lease") referred to in the foregoing Assignment of Lease and Agreement (the "Assignment"), hereby (a) acknowledges receipt of a copy of the Assignment and (b) consents to all the terms and conditions of the Assignment and agrees that:

(1) it will pay all rentals, casualty payments, liquidated damages, indemnities and other moneys provided for in the Lease, other than amounts payable to the Owner-Trustee or Owners under §§ 6 and 9 of the Lease not assigned to FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, as Trustee (the "Trustee"), pursuant to the Assignment (which moneys are herein-after called the "Payments") due and to become due to the Owner-Trustee under the Lease or in respect of the Units leased under the Lease, directly to the Trustee, by 10:00 a.m., Salt Lake City time, on the date such payment is due in immediately available funds, to its address at 79 South Main Street, Salt Lake City, Utah 84111, attention of Trust Division, Corporate Trust Department (or to such other address as may be furnished in writing to the undersigned by the Trustee);

(2) subject to the terms and conditions of the Assignment, the Trustee shall be entitled to the benefits of, and to receive and enforce performance of, all of the covenants to be performed by the Lessee under the Lease as though the Trustee were named therein as the Owner-Trustee;

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

(4) the Lease shall not, without the prior written consent of the Trustee, be amended, terminated or modified, or any action be taken or omitted by the Lessee the taking or omission of which might result in any alteration or impairment of the obligations of the Lessee under the Lease or this Consent and Agreement or of any of the rights created by any thereof.

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

Dated as of February 1, 1980

MORTON-NORWICH PRODUCTS, INC.,

by

\_\_\_\_\_

[Corporate Seal]

Attest:

\_\_\_\_\_

Accepted:

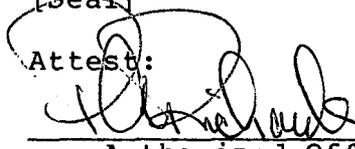
FIRST SECURITY BANK OF UTAH,  
NATIONAL ASSOCIATION, not in  
its individual capacity but  
solely as Trustee,

by

  
\_\_\_\_\_  
Authorized Officer

[Seal]

Attest:

  
\_\_\_\_\_  
Authorized Officer

---

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[CS&M Ref. 5325-005]

ASSIGNMENT OF LEASE  
AND AGREEMENT

Between

FIRST SECURITY STATE BANK,  
Owner-Trustee

and

FIRST SECURITY BANK OF UTAH,  
NATIONAL ASSOCIATION,  
Trustee

---

Dated as of February 1, 1980

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ASSIGNMENT OF LEASE AND AGREEMENT dated as of February 1, 1980 (this "Assignment"), by and between FIRST SECURITY STATE BANK, a Utah corporation (the "Owner Trustee"), not in its individual capacity but solely as Owner-Trustee under a Trust Agreement dated as of January 8, 1980 (the "Trust Agreement"), with Westinghouse Credit Corporation and Suburban Trust Company (the "Owner" and severally an "Owner"), and FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION (the "Trustee"), not in its individual capacity but solely as Trustee.

The Owner-Trustee and the Trustee have entered into an Equipment Trust Agreement dated as of the date hereof (the "Security Document").

The Owner-Trustee and Morton-Norwich Products, Inc. (the "Lessee"), have entered into a Lease of Railroad Equipment dated as of the date hereof (the "Lease"), providing for the leasing by the Owner-Trustee to the Lessee of certain units of railroad equipment (the "Units").

In order to provide security for the obligations of the Owner-Trustee under the Security Document and as an inducement to the Purchaser referred to in the Security Document (the "Purchaser") to purchase the Equipment Trust Certificates to be issued pursuant to the Security Document, the Owner-Trustee agrees to assign for security purposes its rights in, to and under the Lease.

NOW, THEREFORE, in consideration of the payments to be made and the covenants hereinafter mentioned to be kept and performed, the parties hereto agree as follows:

1. The Owner-Trustee hereby assigns, transfers and sets over unto the Trustee, as collateral security for the payment and performance of the Owner-Trustee's obligations under the Security Document, all the Owner-Trustee's right, title and interest, powers, privileges, and other benefits under the Lease, including, without limitation, the immediate right to receive and collect all rentals, profits and other

sums payable to or receivable by the Owner-Trustee from the Lessee under or pursuant to the provisions of the Lease, whether as rent, casualty payment, indemnity (except amounts which by the express terms of the Lease are payable directly to either Owner or the Owner-Trustee pursuant to § 6 or § 9 of the Lease), liquidated damages, or otherwise (such moneys being hereinafter called the "Payments"), and the right to make all waivers and agreements, to give all notices, consents and releases, to take all action upon the happening of an Event of Default specified in the Lease, and to do any and all other things whatsoever which the Owner-Trustee is or may become entitled to do under the Lease. In furtherance of the foregoing assignment, the Owner-Trustee hereby irrevocably authorizes and empowers the Trustee in its own name, or in the name of its nominee, or in the name of the Owner-Trustee or as its attorney, to ask, demand, sue for, collect and receive any and all Payments to which the Owner-Trustee is or may become entitled under the Lease, and to enforce compliance by the Lessee with all the terms and provisions thereof.

The Trustee agrees to accept any Payments made by the Lessee for the account of the Owner-Trustee pursuant to the Lease. To the extent received, the Trustee will apply such Payments first, to satisfy the obligations of the Owner-Trustee under the Security Document due and payable on the date such Payments were due and payable under the Lease, and second, so long as no Event of Default (or event which, with notice or lapse of time, or both, could constitute an Event of Default) under the Security Document shall have occurred and be continuing any remaining balance held by the Trustee hereunder shall be promptly paid to the Owner-Trustee in immediately available funds at the address of the Owner-Trustee set forth in the Lease. If the Trustee shall not receive any rental payment under the first paragraph of § 3 of the Lease or any payment of Casualty Values under § 7 of the Lease when due, the Trustee shall promptly notify the Owner-Trustee and the Lessee in writing at their respective addresses set forth in the Lease. Failure to so notify the Owner-Trustee and the Lessee shall not affect the rights and remedies of the Trustee hereunder or under the Security Document.

2. This Assignment is executed only as security for the obligations of the Owner-Trustee under the Security Document and, therefore, the execution and delivery of this Assignment shall not subject the Trustee to, or transfer, or in any way affect or modify the liability of the Owner-

Trustee under the Lease, it being understood and agreed that notwithstanding this Assignment or any subsequent assignment, all obligations of the Owner-Trustee to the Lessee shall be and remain enforceable by the Lessee against, and only against, the Owner-Trustee or persons other than the Trustee.

3. To protect the security afforded by this Assignment, the Owner-Trustee agrees as follows:

(a) The Owner-Trustee will faithfully abide by, perform and discharge each and every obligation which the Lease provides is to be performed by the Owner-Trustee; without the written consent of the Trustee, the Owner-Trustee will not anticipate the rents under the Lease or waive, excuse, condone, forgive or in any manner release or discharge the Lessee thereunder, of or from any obligation to be performed by the Lessee, including, without limitation, the obligation to make the payments in the manner and at the time and place specified therein or enter into any agreement so amending, modifying or terminating the Lease, and the Owner-Trustee agrees that any such amendment, modification or termination thereof without such consent shall be void.

(b) Should the Owner-Trustee fail to make any payment or to do any act which this Assignment requires the Owner-Trustee to make or do, then the Trustee, but without obligation so to do, after first making written demand upon the Owner-Trustee and affording the Owner-Trustee a reasonable period of time within which to make such payment or do such act, but without releasing the Owner-Trustee from any obligation hereunder, may make or do the same in such manner and to such extent as the Trustee may deem necessary to protect the security provided hereby, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof and the rights or powers of the Trustee, and also the right to perform and discharge each and every obligation of the Owner-Trustee contained in the Lease; and in exercising any such powers, the Trustee may pay necessary costs and expenses, employ counsel and incur and pay reasonable attorneys' fees, and the Owner-Trustee will reimburse the Trustee for such costs, expenses and fees.

4. The Owner-Trustee does hereby constitute the Trustee the Owner-Trustee's true and lawful attorney, irrevocably, with full power (in the name of the Owner-Trustee, or otherwise), to demand, receive, compound and give acquittance for any and all Payments due and to become due under or arising out of the Lease, to which the Owner-Trustee is or may become entitled, to enforce compliance by the Lessee with all the terms and provisions of the Lease, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings which the Trustee may deem to be necessary or advisable in the premises.

5. Upon the full discharge and satisfaction of all the Owner-Trustee's obligations under the Security Document, this Assignment and all rights herein assigned to the Trustee shall terminate, and all estate, right, title and interest of the Trustee in and to the Lease shall revert to the Owner-Trustee without further act or deed, but the Trustee shall execute and deliver such documents as the Owner-Trustee may reasonably request in order to confirm, or make clear upon public records, such termination or reversion.

6. The Owner-Trustee will, from time to time, do and perform any other act and will execute, acknowledge, and deliver any and all further instruments required by law or reasonably requested by the Trustee in order to confirm or further assure, the interests of the Trustee hereunder.

7. The Trustee may assign all or any of the rights assigned to it hereby or arising under the Lease, including, without limitation, the right to receive any Payments due or to become due. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of the Trustee hereunder.

8. This Assignment shall be governed by and construed in accordance with the laws of the State of Utah, but the parties hereto shall be entitled to all rights conferred by 49 U.S.C. § 11303.

9. The Owner-Trustee shall cause copies of all notices received in connection with the Lease and all

Payments to be promptly delivered or made to the Trustee at its address set forth in Section 9.05 of the Security Document, or at such other address as the Trustee shall designate.

10. The Trustee hereby agrees with the Owner-Trustee that, so long as no Event of Default (or event which, with notice or lapse of time or both, could constitute such an Event of Default) under the Security Document shall have occurred and be continuing, the Trustee will not exercise or enforce, or seek to exercise or enforce, or avail itself of, any of the rights, powers, privileges, authorizations or benefits assigned and transferred by the Owner-Trustee to the Trustee by this Assignment, except the right to receive and apply the Payments as provided in Paragraph 1 hereof, and that, subject to the terms of the Lease and the Security Document, the Owner-Trustee may, so long as no Event of Default under the Security Document has occurred and is then continuing, exercise or enforce, or seek to exercise or enforce, its rights, powers, privileges, and remedies arising out of subparagraph (a) of the first paragraph of § 10 of the Lease; provided, however, the Owner-Trustee shall not, without the prior written consent of the Trustee, terminate the Lease or otherwise exercise or enforce, or seek to exercise or enforce, any rights, powers, privileges and remedies arising out of subparagraph (b) of said § 10.

11. Each and all of the warranties, representations, undertakings and agreements herein made on the part of the Owner-Trustee are made and intended not as personal representations, undertakings and agreements by the financial institution acting as the Owner-Trustee or for the purpose or with the intention of binding said institution personally but are made and intended for the purpose of binding only the Trust Estate as such term is used in the Trust Agreement, and this Assignment is executed and delivered by the said institution solely in the exercise of the powers expressly conferred upon said institution as under the Trust Agreement, and no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against said institution, except for wilful misconduct or gross negligence, on account of any representation, undertaking or agreement herein of the Owner-Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released by the Trustee and by all persons claiming by, through or under the Trustee; provided,

however, that the Trustee or any person claiming by, through or under it, making claim hereunder, may look to said Trust Estate for satisfaction of the same.

12. This Assignment may be executed in any number of counterparts, all of which together shall constitute a single instrument, but the counterpart delivered to the Trustee shall be deemed to be the original and all other counterparts shall be deemed to be duplicates thereof. It shall not be necessary that any counterpart be signed by both parties so long as each party shall sign at least one counterpart.

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

FIRST SECURITY STATE BANK,  
not in its individual capacity  
but solely as Owner-Trustee,

by

\_\_\_\_\_  
Authorized Officer

[Seal]

Attest:

\_\_\_\_\_  
Authorized Officer

FIRST SECURITY BANK OF UTAH,  
NATIONAL ASSOCIATION, not in  
its individual capacity but  
solely as Trustee,

by

\_\_\_\_\_  
Authorized Officer

[Seal]

Attest:

\_\_\_\_\_  
Authorized Officer

STATE OF UTAH, )  
 ) ss.:  
COUNTY OF SALT LAKE,)

On this            day of            1980, before me personally appeared            , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY STATE BANK, that one of the seals affixed to the foregoing instrument is the seal of said bank and that said instrument was signed and sealed on behalf of said bank 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 bank.

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

[Notarial Seal]

My Commission expires

STATE OF UTAH, )  
 ) ss.:  
COUNTY OF SALT LAKE,)

On this            day of            1980, before me personally appeared            to be personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the seal of said national banking association and that said instrument was signed and sealed on behalf of said national banking association by authority of its By-laws and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

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

[Notarial Seal]

My Commission expires

## CONSENT AND AGREEMENT

MORTON-NORWICH PRODUCTS, INC., a Delaware corporation (the "Lessee"), the Lessee named in the Lease (the "Lease") referred to in the foregoing Assignment of Lease and Agreement (the "Assignment"), hereby (a) acknowledges receipt of a copy of the Assignment and (b) consents to all the terms and conditions of the Assignment and agrees that:

(1) it will pay all rentals, casualty payments, liquidated damages, indemnities and other moneys provided for in the Lease, other than amounts payable to the Owner-Trustee or Owners under §§ 6 and 9 of the Lease not assigned to FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, as Trustee (the "Trustee"), pursuant to the Assignment (which moneys are hereinafter called the "Payments") due and to become due to the Owner-Trustee under the Lease or in respect of the Units leased under the Lease, directly to the Trustee, by 10:00 a.m., Salt Lake City time, on the date such payment is due in immediately available funds, to its address at 79 South Main Street, Salt Lake City, Utah 84111, attention of Trust Division, Corporate Trust Department (or to such other address as may be furnished in writing to the undersigned by the Trustee);

(2) subject to the terms and conditions of the Assignment, the Trustee shall be entitled to the benefits of, and to receive and enforce performance of, all of the covenants to be performed by the Lessee under the Lease as though the Trustee were named therein as the Owner-Trustee;

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

(4) the Lease shall not, without the prior written consent of the Trustee, be amended, terminated or modified, or any action be taken or omitted by the Lessee the taking or omission of which might result in any alteration or impairment of the obligations of the Lessee under the Lease or this Consent and Agreement or of any of the rights created by any thereof.

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

Dated as of February 1, 1980

MORTON-NORWICH PRODUCTS, INC.,

by 

[Corporate Seal]

Attest: 



Accepted:

FIRST SECURITY BANK OF UTAH,  
NATIONAL ASSOCIATION, not in  
its individual capacity but  
solely as Trustee,

by \_\_\_\_\_  
Authorized Officer

[Seal]

Attest:  
\_\_\_\_\_  
Authorized Officer