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RECORDATION NO. 11085
NOV 26 1979 - 11 55 AM
INTERSTATE COMMERCE COMMISSION
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NOV 26 1979 - 11 55 AM
INTERSTATE COMMERCE COMMISSION

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

ROBERT W. ALVORD
ALBERT H. GREENE
CARL C. DAVIS*
CHARLES T. KAPPLER
ROBERT S. HOPE
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

LAW OFFICES
ALVORD AND ALVORD
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SIXTEENTH STREET, N.W.
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20006

OF COUNSEL
JESS LARSON
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CABLE ADDRESS
"ALVORD"

TELEPHONE
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393-2266

TELEX
440348 CDAA U

November 23, 1979

9-330A042

Date NOV 26 1979

Fee \$ 100.00

ICC Washington, D.C.

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

Dear Madam:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. §11303(a) and the regulations thereunder are six fully executed copies of an Agreement dated as of October 3, 1979 and seven fully executed copies of a Consent and Agreement (Shipper) dated as of October 3, 1979.

A general description of the railroad rolling stock covered by the enclosed documents is, as follows:

Fifty (50) 4000 cubic foot capacity, 100-ton covered hopper cars bearing Providence and Worcester Company identification marks PW 50050 through PW 50099, both inclusive.

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

Agreement

Owner: Crystal Hopper Associates, a Michigan limited partnership
209 Huron Avenue
Port Huron, Michigan 48060

Shipper: Diamond Crystal Salt Company
916 South Riverside Drive
St. Clair, Michigan 48079

NOV 26 11 02 AM '79
FEE \$ 100.00

Over Report - E. F. Kappler

Agatha L. Mergenovich, Secretary
November 23, 1979
Page Two

Consent and Agreement

Shipper: Diamond Crystal Salt Company
916 South Riverside Drive
St. Clair, Michigan 48079

Bank: Continental Illinois National Bank
and Trust Company of Chicago
231 South LaSalle Street
Chicago, Illinois 60693

Please cross-reference the Agreement and Consent and Agreement to the Security Agreement dated as of October 5, 1979 between Crystal Hopper Associates, a Michigan limited partnership, and Continental Illinois National Bank and Trust Company of Chicago which was recorded at 10:50 a.m. on October 10, 1979 and assigned Recordation Number 10871 and a Consent and Agreement dated as of October 5, 1979 between Providence and Worcester Company and Continental Illinois National Bank and Trust Company of Chicago which was recorded at 10:50 a.m. on October 10, 1979 and assigned Recordation Number 10873.

Please return the copies of the Agreement and Consent and Agreement not needed for your records to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. or to the bearer hereof.

Also enclosed is a check in the amount of \$100.00 payable to the order of the Interstate Commerce Commission covering required recordation fees.

Very truly yours,

ALVORD AND ALVORD

By Charles T. Kappler
Charles T. Kappler

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

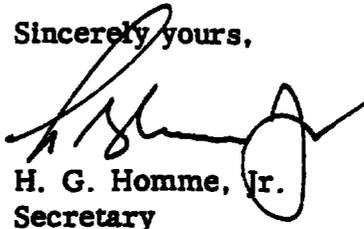
Charles T. Kappler, Esq.
Alvord and Alvord
918 Sixteenth Street, N. W.
Washington, D. C.

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C.

11303, on 11/26/79 at 11:55AM, and assigned rec-
ordation number(s). 11035 & 11086.

Sincerely yours,



H. G. Homme, Jr.
Secretary

Enclosure(s)

SE-30
(3/79)

CONSENT AND AGREEMENT
(Shipper)

11086
NOV 26 1979 - 11 55 AM
INTERSTATE COMMERCE COMMISSION
Filed 1925

DIAMOND CRYSTAL SALT COMPANY, a Michigan corporation (herein called the "Shipper") which is party to an Agreement made as of October 3, 1979 (herein called the "Utilization Agreement") with Crystal Hopper Associates, a Michigan limited partnership (herein called the "Company"), does hereby acknowledge receipt of a copy of that certain Security Agreement between the Company and Continental Illinois National Bank and Trust Company of Chicago (herein called the "Bank"), dated as of October 5, 1979 (herein, as from time to time thereafter amended, called the "Security Agreement"). The Shipper does hereby consent to the terms of the Security Agreement. Without limiting the foregoing and in order to induce the Bank to finance the acquisition of the Equipment (as defined in the Security Agreement) by the Company for use by the Shipper and to enter into the Security Agreement and Financing Agreement referred to in the Security Agreement, the Shipper agrees as follows:

1. Upon the condition that the Shipper's rights under the Utilization Agreement shall not be affected if the Shipper duly performs its obligations under the Utilization Agreement and hereunder, the Shipper hereby consents to the mortgage, transfer and assignment to the Bank by the Company of the Utilization Agreement (as defined in the Security Agreement) set forth in the Security Agreement.

2. The Equipment described in Schedule I hereto which is subject to the Utilization Agreement is also subject to the Security Agreement.

3. The Shipper will not enter into any amendment or supplement to, or modification of, the Utilization Agreement unless the Bank consents thereto, which consent shall not be unreasonably withheld.

4. All amounts remitted pursuant to Section 4 of the Utilization Agreement will be remitted to Crystal Hopper Associates, c/o Continental Illinois National Bank and Trust Company of Chicago, 231 South LaSalle Street, Chicago, Illinois 60693, Attention: Loan Vault, Mr. Joseph Steiskal, or to such other address as the Bank shall from time to time specify to the Shipper in writing.

5. The Shipper shall remain primarily obligated under the Utilization Agreement notwithstanding any sub-assignment

pursuant to Section 5.B of the Utilization Agreement or any other assignment by the Shipper.

6. The Shipper will do, execute, acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances necessary or proper for better assuring the conveying, assigning and confirming unto the Bank all of the Equipment.

7. The Bank shall have at all reasonable times the right to enter into and upon any premises of the Shipper where any of the Equipment is located for the purposes of inspecting the same, observing its use or otherwise protecting the Bank's interests therein. The Shipper will permit access by the Bank to the books and records of the Shipper with respect to the Equipment and the Utilization Agreement.

8. The Shipper hereby warrants that: (a) it is a corporation duly organized and validly existing under the laws of the State of Michigan (b) it is duly qualified and in good standing in every jurisdiction where, because of the nature of its activities or properties, such qualification is required; (c) the execution and delivery of the Utilization Agreement and this Consent and Agreement, and the performance by the Shipper of its obligations thereunder and hereunder, are within the Shipper's corporate powers, have been duly authorized by all necessary corporate action and do not and will not contravene or conflict with any provisions of law or of the charter or by-laws of the Shipper or of any agreement or court or administrative order or decree binding upon or applicable to the Shipper; and (d) the Utilization Agreement and this Consent and Agreement are the legal, valid and binding obligations of the Shipper enforceable against the Shipper in accordance with their respective terms.

Delivered at Chicago, Illinois, as of October 5, 1979.

DIAMOND CRYSTAL SALT COMPANY

By *[Signature]*
Title: *Exec. Vice Pres.*

(Corporate Seal)

Address:

ATTEST:

916 South Riverside Drive
St. Clair, Michigan 48079

[Signature]
Title: *Asst. Secretary*

ACCEPTED:

CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY OF
CHICAGO

By

[Handwritten Signature]
Title *[Handwritten Title]*

(Corporate Seal)

ATTEST:

[Handwritten Signature]
Its **BANKING OFFICER**

Address: 231 South LaSalle Street
Chicago, Illinois 60693

STATE OF Michigan)
) SS
COUNTY OF St. Clair)

On this 14 day of November, 1979, before me personally appeared J. L. Meyer, to me personally known, who being by me duly sworn, says that he is Executive Vice Pres. of DIAMOND CRYSTAL SALT COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

EDNA MAY JOLIN

Notary Public, St. Clair County, Mich.
My Commission Expires Oct. 14, 1981

Edna May Jolin
Notary Public

My commission expires:

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 19th day of November, 1979, before me personally appeared PETER D. MORNE, to me personally known, who being by me duly sworn, says that he is a Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking association 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 national banking association.

(SEAL)

Lileen Heasler
Notary Public

My commission expires:

MY COMMISSION EXPIRES
OCTOBER 11, 1982

SCHEDULE I

TO CONSENT AND AGREEMENT

DESCRIPTION OF EQUIPMENT

<u>Type of Equipment</u>	<u>Quantity</u>	<u>Identification Numbers</u>
4000 cubic-foot capacity, 100-ton covered hopper cars	50	Providence and Worcester Company identification marks, as follows: P & W 50050 through 50099, inclusive