



Allied-Signal Inc.
Law Department
P.O. Box 2245
Morristown, NJ 07962-2245

March 13, 1992

Mrs. Mildred Lee
Interstate Commerce Commission
Recordation Division
12th and Constitution Avenue
Washington, D.C. 20423

2-078 AC/5

RECORDATION NO 9882-I

MAR 18 1992 1 50 PM

INTERSTATE COMMERCE COMMISSION

Mar 10 11 52 AM '92

Re: General Assignment and Assumption of Liabilities dated as of September 30, 1986

Dear Mrs. Lee:

I have enclosed copies of the above-described document to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a secondary document. It is an assignment by General Chemical Corporation, as assignor, of its rights and duties under an Assignment and Assumption Agreement dated as of May 21, 1986 (recorded under recordation number 9882-I) pursuant to which Allied Corporation (as successor to Allied Chemical Corporation) assigned to General Chemical Corporation its rights as lessee under the Lease of Railroad Equipment referred to below with respect to certain of the equipment subject to such Lease. The assignee is General Chemical (Soda Ash) Partners, a Delaware limited partnership. The primary document to which the assignment relates, i.e., the Lease of Railroad Equipment dated October 15, 1978, is recorded under recordation number 9882-B.

We request that this assignment be cross-indexed under the name of Metropolitan Life Insurance Company, as assignee of the vendors' interest under the Conditional Sale Agreement dated as of October 15, 1978 between ACF Industries, Incorporated and Pullman Incorporated (Pullman Standard Division), as vendor, and The Connecticut Bank and Trust Company, Trustee for Eighth HFC Leasing Corporation, as purchaser (filed and recorded on December 4, 1978 with recordation number 9882) pursuant to an Assignment and Assumption Agreement dated as of October 15, 1978 among ACF Industries, Incorporated, Pullman Incorporated (Pullman Standard Division) and Metropolitan Insurance Company (filed and recorded on December 4, 1978 with recordation number 9882-B) and as assignee of the lessor's interest under the Lease of Railroad Equipment dated as of October 15, 1978 between Allied Chemical Corporation, as lessee, and the Connecticut Bank and Trust Company, trustee for Eighth HFC Leasing Corporation, as lessor, (filed and recorded on December 4, 1978 with recordation number 9882-B) pursuant to an Assignment of Lease and Agreement dated as of October 15, 1978 between The Connecticut Bank and Trust Company, as trustee for the Eighth HFC Leasing Corporation, and Metropolitan Life Insurance Company (filed and recorded on December 4, 1978 with recordation number 9882-C).

The address for General Chemical Corporation and for General Chemical (Soda Ash) Partners is 90 East Halsey Road, Parsippany, New Jersey 07054.

The equipment subject to the assignment consists of 100-ton covered hopper cars now bearing the road numbers between GRPX 944000 to 944599 and GRPX 944800 to 944844. The precise road numbers are listed on the attachment to the Assignment and Assumption Agreement dated as of May 21, 1986 referred to above except that the prefix to the numbers has been changed from ACTX to GRPX.

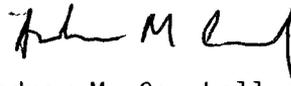
A fee of \$16 is enclosed.

A short summary of the document to appear in the index follows:

Pursuant to this document, General Chemical Corporation assigned to, and General Chemical (Soda Ash) Partners assumed, the rights and obligations of Allied Chemical Corporation, as lessee under the Lease of Railroad Equipment dated as of October 15, 1978 (the "Lease") between it and The Connecticut Bank and Trust Company, as trustee for Eighth HFC Leasing Corporation, as lessor, with respect to approximately 630 100-ton covered hopper cars now bearing road numbers between GRPX 944000 and GRPX 944599 and between GRPX 944800 and GRPX 944844, which rights and obligations were previously assigned to General Chemical Corporation by Allied Corporation (as successor to Allied Chemical Corporation).

Please call me at 201/455-5104 if you have any questions or comments.

Very truly yours,



Andrew M. Campbell
Counsel - Finance

Enclosures

3/18/92

Interstate Commerce Commission
Washington, D.C. 20423

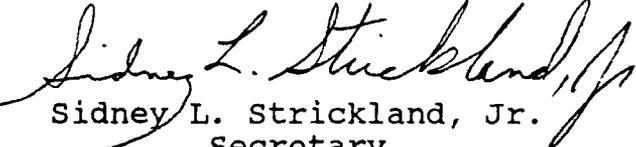
OFFICE OF THE SECRETARY

Andrew M. Campbell
Counsel - Finance
Allied Signal, Inc.
Law Department
P. O. Box 2245
Morristown, N.J. 07982-2245

Dear

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3/18/92 at 1:55 P.M., and assigned recordation number(s). 9882-J

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

RECORDED BY 9535 J

MAR 18 1992 4 55 PM

General Chemical/
Partnership

INTERSTATE COMMERCE COMMISSION

**GENERAL ASSIGNMENT OF ASSETS
AND ASSUMPTION OF LIABILITIES**

THIS GENERAL ASSIGNMENT OF ASSETS AND ASSUMPTION OF LIABILITIES is made, executed and delivered as of the close of business on September 30, 1986 by and between General Chemical Corporation, a Delaware corporation ("Assignor"), and General Chemical (Soda Ash) Partners, a Delaware general partnership ("Assignee" or the "Partnership").

W I T N E S S E T H:

WHEREAS, Assignor and Hengro Two Inc., a Delaware corporation ("Hengro"), are, concurrently with the execution hereof, entering into a Partnership Agreement providing for the formation of the Partnership;

WHEREAS, in contemplation of the formation of the Partnership, Assignor has assigned and transferred to Hengro an undivided 1% interest in all the assets (except as described herein) of the business (the "Business"), conducted by or for the account of Assignor, of mining the trona reserves and operating the trona processing facility (the "Facility") located at Green River, Wyoming and of selling the soda ash produced at the Facility, and Hengro has assumed, to the extent of such 1% interest, all the liabilities of the Business;

WHEREAS, as Assignor's initial capital contribution to the Partnership, Assignor now desires irrevocably to transfer and assign Assignor's remaining undivided 99% interest in such assets to Assignee and to have Assignee assume such liabilities, to the extent of such 99% interest, and Assignee wishes to acquire such assets and assume such liabilities; and

WHEREAS, Assignor and Assignee now desire to effect such transfer and assignment by the execution and delivery of this instrument, evidencing the acquisition by Assignee of such assets and the assumption by Assignee of such liabilities;

NOW, THEREFORE, in consideration of the mutual agreements and provisions contained herein and other good and valuable consideration, the mutual receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

ARTICLE I

Assignor hereby sells, transfers, assigns, releases and sets over unto Assignee all of Assignor's remaining right, title and interest in and to the assets of the Business identified in Annex I hereto (other than the Excluded Assets identified in Annex I hereto) (the "Assets"), constituting an undivided 99% interest in the Assets.

To the extent that the assignment of any contract, agreement, license or authorization to be assigned to Assignee pursuant hereto shall require the consent of any other party, or shall be subject to any option in any third person by reason of any transfer to Assignor, this instrument shall not constitute a contract to assign the same if any attempted assignment would constitute a breach thereof or would create rights in third parties against Assignor. Assignor and Assignee shall use reasonable efforts to obtain the consent of any such person to any such assignment.

To the extent that any transfers contemplated hereby shall not be consummated contemporaneously herewith, the parties shall cooperate to effect such consummation as promptly following the date hereof as shall be practicable, it nonetheless being agreed and understood by the parties that neither party shall be liable in any manner to the other party for any failure of any of such transfers.

TO HAVE AND HOLD, the same unto Assignee and its successors and assigns forever.

After the delivery of this instrument, Assignor shall from time to time, at Assignee's request and without further cost or expense to Assignee, execute and deliver to Assignee such other instruments of conveyance and transfer (including, without limitation, additional assignments suitable for recording with respect to any patents, registered trademarks, copyrights and/or applications therefor included in the Assets) and take such other action as Assignee may reasonably request so as more effectively to sell, transfer, assign, release and set over to Assignee title to and possession of the Assets as contemplated hereby or otherwise to consummate the transactions contemplated hereby.

ARTICLE II

Assignee hereby assumes the duties, obligations and responsibilities in respect of the liabilities of the Business identified in Annex II hereto, whether accrued or unaccrued, known or unknown and whenever arising, but only to the extent of the aforementioned undivided 99% interest in the Assets acquired by Assignee hereby.

IN WITNESS WHEREOF, Assignor and Assignee have caused this GENERAL ASSIGNMENT OF ASSETS AND ASSUMPTION OF LIABILITIES to be executed by their duly authorized officers as of the day and year first above written.

GENERAL CHEMICAL CORPORATION

By: WV Buccella
Name: William V. Buccella
Title: Vice President

Signed and acknowledged
in the presence of:

Jay A. Leven

GREEN RIVER (SODA ASH)
PARTNERS

By: GENERAL CHEMICAL
CORPORATION,
a Partner

By: WV Buccella
Name: William V. Buccella
Title: Vice President

Signed and acknowledged
in the presence of:

Jay A. Leven

A. TRANSFERRED ASSETS

All rights, assets, properties, business and goodwill of every kind and description, tangible and intangible, real, personal and mixed, wherever located, which are used in connection with the business (the "Business"), formerly conducted by or for the account of General Chemical Corporation ("General Chemical"), of mining the trona reserves and operating the trona processing facility (the "Facility") located at Green River, Wyoming and of selling the soda ash produced at the Facility, except as the same may have been disposed of in the ordinary course of business and except as otherwise set forth under the heading "Excluded Assets" below, including, without limitation:

(a) all rights and interests in and to the trona reserves located at Green River, Wyoming;

(b) all right, title and interest in and to the Facility and all of the related machinery, equipment, vehicles, and materials located at the Facility, including rail cars which may be in transit to and from the Facility;

(c) the perpetual right to use (but not to sublicense) on a royalty-free basis all patents, trade names, trademarks, copyrights and pending applications therefor used in connection with the Business, but only to the extent that any such right was granted to General Chemical by Allied-Signal Inc. ("Allied-Signal") under the Reorganization and Distribution Agreement by and between Allied-Signal and The Henley Group, Inc. ("Henley") dated as of February 26, 1986 (the "Reorganization Agreement") and the Master Technical and Administrative Services Agreement by and between Allied-Signal and Henley dated as of February 26, 1986 (the "Master Services Agreement");

(d) all rights and interests in and to the use of the name General Chemical (Soda Ash) Partners and all rights to prevent the use of such name by others, and any variant or abbreviation of any thereof and any logos associated with any thereof, together with all goodwill, going concern value and like intangibles of the Business;

(e) the perpetual right to use (but not to sublicense) on a royalty-free basis all trade secrets, proprietary information, and processes, formulae, engineering data and other intellectual property, licenses

and proprietary rights to any and all processes relating to or used in connection with the Business, but only to the extent that any such right was granted to General Chemical by Allied-Signal under the Reorganization Agreement and the Master Services Agreement;

(f) all contracts, licensing agreements, leases of personal property and other agreements of every nature relating exclusively to the Business, including, without limitation, all rail car leases, joint venture agreements and soda ash supply agreements;

(g) all books, records, account statements, correspondence and other data and papers of every nature relating to the Business, its employees, customers, suppliers or others having business dealings with it ("Records"), but only to the extent that General Chemical holds or has access to such Records;

(h) all environmental and other permits and consents of governmental or self-regulatory agencies required for the conduct of the Business;

(i) all furniture, fixtures and leasehold improvements used in connection with the Business;

(j) all customer accounts and any credit balances relating to the Business; and

(k) all rights or causes of action existing in favor of the Business against any third party (whether known or unknown, liquidated or unliquidated, contingent or fixed).

B. EXCLUDED ASSETS

The following assets associated with the Business:

1. All assets located outside of the United States (except for warehoused soda ash inventory in Great Britain).
2. Home office assets in Morristown, New Jersey.
3. Sales offices located in Parsippany, New Jersey; Schaumburg, Illinois; Houston, Texas; and Novato, California.
4. Warehouse facilities utilized for storage of soda ash in Syracuse, New York; Auburn, New York; Clayton, Delaware; and El Segundo, California.
5. Interests held by General Chemical or Henley in soda ash warehouses, and in corporate entities operating such warehouses, located in Venezuela, Phillipines, Great Britain and El Salvador.
6. Transloading facilities and track storage leased from railroads for soda ash cars.
7. Real property owned by General Chemical in Sweetwater County, Wyoming, and not employed in the Business, including but not limited to: Rolling Green Golf Course; a Single Family Residence at 2810 Colorado Drive, Green River, Wyoming; Edgewater Addition, Green River, Wyoming (eight residential lots); General Chemical Ranch and Overland Village (undeveloped land), which was conveyed by Allied-Signal to General Chemical (under its previous name, "One Newco, Inc.") by seven deeds recorded May 23, 1986 in the County Records of Sweetwater County, Wyoming.

Book 770, Pages 1953-1954, No. 0976261.
Book 770, Pages 1955-1957, No. 0976262.
Book 770, Pages 1958-1959, No. 0976263.
Book 770, Pages 1960-1961, No. 0976264.
Book 770, Pages 1962-1963, No. 0976265.
Book 770, Pages 1964-1965, No. 0976266.
Book 770, Pages 1966-1970, No. 0976267.
8. Mining leases assigned to Allied Chemical Corporation ("Allied Chemical") pursuant to the Agreement for Assignment of Mining Leases dated as of May 11, 1977 between Phillips Petroleum Company and Allied Chemical, specifically, Federal Sodium Leases Nos. W15764 and W0313060 and State of Wyoming Mineral Leases Nos. 0-25382 and 0-25385.

LIABILITIES

A. All the liabilities set forth in the balance sheet of the Business as at August 31, 1986, attached hereto as Exhibit A.

B. Trade accounts payable and similar operational liabilities incurred in the ordinary course of business since August 31, 1986.

C. Liabilities not represented in the balance sheet of the Business as at August 31, 1986:

1. Liabilities which may arise under the consent decree to which the Business is subject: United States v. Pennsalt Chemicals Corporations, et al. (Civ. No. 37123, E.D.Pa.) dated December 8, 1966.

2. Liabilities which may arise under the Agreement for Assignment of Mining Leases dated as of May 11, 1977, by and between Phillips Petroleum Company and Allied Chemical Corporation, including liabilities associated with the assignment of State of Wyoming Mineral Lease Nos. 0-25382 and 0-25385, and Federal Sodium Lease Nos. W-15764 and W-0313060 from Allied to Phillips pursuant to the terms of a certain letter dated September 3, 1986 to Phillips Petroleum Company executed by Thomas J. Germiné on behalf of General Chemical Corporation and Stanley R. Stevinson on behalf of Allied Corporation; and a certain letter dated September 3, 1986 directed to the attention of Alan Belzer of Allied Corporation executed on behalf of The Henley Group, Inc. by Richard R. Russell and on behalf of General Chemical Corporation by Thomas J. Germiné.

3. Liabilities which may arise in connection with European Commission Decision (EEC) No. 2253-84 of July 31, 1984 (EC O.J. No. L206 of August 2, 1984, page 15), and the minimum price undertaking of the Allied Corporation accepted by said decision dated June 18, 1984 and the substitute undertaking of The Henley Group, Inc. dated March 7, 1986.

4. Amounts due for vacations, payroll, savings plan, benefits, bonuses, workmen's compensation, withholding taxes, FICA, and Federal and

State unemployment insurance, accrued since September 1, 1986 with respect to personnel employed in the Business.

5. Liabilities which may arise under environmental laws, including, without limitation, environmental laws relating to the reclamation of mining properties used in connection with the Business.