

MELROD, REDMAN & GARTLAN

ATTORNEYS AT LAW

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No. 9-361A081

Date DEC 27 1979

Fee \$ 10.00

ICC Washington, D. C.

LEONARD S. MELROD
LIPMAN REDMAN
JOSEPH V. GARTLAN, JR.
JERRY M. HAMOVIT
WARREN K. KAPLAN
DAVID H. SCHWARTZ
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PHILIP A. GORELICK
MICHAEL D. GOLDEN
RICHARD BEN-VENISTE
DOROTHY SELLERS
JOEL Z. SILVER
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NEIL I. LEVY
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ROBERTA F. COLTON
STEVEN M. GLAZER
THOMAS F. KAUFMAN
JACK L. WUERKER
J. JONATHAN SCHRAUB
ROBERT J. FREDA
WM. DANIEL SULLIVAN
STANTON J. LEVINSON
BYRON A. SMITH
JOHN E. HARRISON ††
BONNIE M. BORMAN

† ADMITTED IN MARYLAND ONLY
†† ADMITTED IN VIRGINIA ONLY

EDWARD B. WEBB, JR.
OF COUNSEL

December 27, 1979

Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
12th and Constitution Ave., N.W.
Washington, D.C. 20423

RECORDATION NO. 9806-5 Filed 1425

DEC 27 1979 - 12 55 PM

INTERSTATE COMMERCE COMMISSION

Dec 27 12 03 PM '79

Dear Ms. Mergenovich:

Enclosed on behalf of Greyhound Leasing and Financial Corporation, for filing and recording pursuant to Section 20c of the Interstate Commerce Act is the following document relating to the railroad equipment described and marked in accordance with Equipment Schedule No. A attached hereto:

Assignment of Lease dated as of November 8, 1979 between Thomas B. Garber (as Assignor) and Greyhound Leasing and Financial Corporation (as Assignee).

The names and addresses of the parties to the Assignment are as follows:

Assignor: Thomas B. Garber
2510 Van Ness Ave.
San Francisco, California 94109

Assignee: Greyhound Leasing and Financial Corporation
Greyhound Tower
Phoenix, Arizona 85077

Also enclosed is our check payable to the order of Interstate Commerce Commission in the amount of \$10.00, the prescribed fee for filing and recording the enclosed document.

Please file and record the enclosed document and cross-index it under the names of the Assignor and the Assignee.

Jul R Abes house

Carroll

MELROD, REDMAN & GARTLAN

Ms. Agatha L. Mergenovich
December 27, 1979
Page Two

Please return your letter confirming such filing and recording, together with your fee receipt and file-stamped copies of counterparts not required for filing to the undersigned at the above address.

Very truly yours,

Roberta F. Colton

Roberta F. Colton, As Agent
for Greyhound Leasing and
Financial Corporation

EQUIPMENT SCHEDULE NO. A

A.A.R. Mech. Design	Description	Numbers	Length	Dimensions Inside Width	Height	No. of Cars
LO	Covered Hoppers	RSLX 11001 - 11025	59'4"	10/4"	15'1"	25

ASSIGNMENT OF LEASE

THIS ASSIGNMENT ("Assignment") entered into as of this 8th day of November, 1979, between THOMAS B. GARBER, an individual ("Assignor") and GREYHOUND LEASING & FINANCIAL CORPORATION ("Assignee") a Delaware corporation having its principal place of business in Phoenix, Arizona.

RECORDATION NO. 9806-1 Filed 1425

WITNESSETH:

DEC 27 1979 - 12 55 PM

WHEREAS, Assignor, as Borrower, and Assignee, as Lender, ~~INTERSTATE OIL & GAS COMPANY~~ are entering into a certain Loan and Security Agreement ("Agreement") providing for the Loan (as therein defined) of money by Assignee to Assignor;

WHEREAS, Assignor entered into a Rail Car Lease and Service Contract ("Lease") dated May 10, 1978 with Celanese Plastics Company, a division of Celanese Corp. ("Lessee") for 25 covered Hopper Railroad Cars S/N 11001 through 11025 ("Cars");

WHEREAS, as an inducement to Assignee to make the Loan, Assignor has agreed in the Agreement to assign the Lease and its interest therein to Assignee as security for the payment and performance by Assignor to Assignee of all of Assignor's obligations to Assignee under or pursuant to the Agreement and the Documents called for therein;

NOW, THEREFORE, Assignor and Assignee hereby mutually covenant and agree as follows:

1. GRANT. Assignor does hereby grant, sell, transfer and assign to Assignee all of the right, title and interest of Assignor in and to the Lease attached hereto as Exhibit A and all rental, service, hire and other payments, income and profits ("Payments") now due and which may hereafter become due to Assignor by virtue of said Lease and Assignor hereby irrevocably appoints Assignee, Assignor's true and lawful attorney in its name and stead (with or without taking possession of the Cars), to enforce said Lease and to collect all of said Payments.

2. SECURITY. This Assignment is for the purpose of securing:

- (a) Payment in full of all sums together with interest thereon becoming due and payable to Assignee under the provisions of the Agreement or the Documents (as defined in the Agreement) or hereof; and
- (b) Performance and discharge of each and every obligation, covenant, condition and agreement of Assignor contained herein and in said Agreement and Documents.

3. REPRESENTATIONS AND WARRANTIES. Assignor represents and warrants to Assignee that:

(a) Notwithstanding this Assignment, and the exercise by Assignee of any rights assigned hereunder, Assignor will nevertheless, at all times for the duration of the Lease (and thereafter) at its sole cost and expense: (i) remain fully obligated and liable under the Agreement and Documents and faithfully abide by, perform and discharge each and every obligation, covenant, condition and agreement of the Borrower to be performed by Assignor as the original party to the Agreement and Documents; (ii) use reasonable diligence to perform or secure the performance of each and every obligation, covenant, condition, and agreement of

the Lease to be performed by Assignor as the lessor thereunder; and (iii) use reasonable diligence to enforce and secure the performance of each and every obligation, covenant, condition and agreement of the Lease to be performed by Lessee.

(b) No Payment under the Lease has been or will be forgiven, released, reduced or discounted, or otherwise discharged or compromised by Assignor.

(c) Assignor is entitled as of this date to receive said Payments, and to enjoy all the other rights and benefits mentioned therein and the same have not been heretofore nor will they be hereinafter granted, sold, transferred or assigned by Assignor and Assignor has the right to grant, sell, transfer and assign the same and to grant and confer upon Assignee the rights, interest, powers and/or authority herein granted and conferred.

(d) Assignor will not modify, alter or amend or prematurely terminate the Lease without the prior written consent of Assignee.

(e) (i) Assignor has the full power and legal right to make this Assignment and all proceedings necessary to authorize this Assignment have been taken; (ii) the Lease is in full force and effect and neither Assignor nor Lessee is in default thereunder; (iii) the Agreement and Documents are in full force and effect and Assignor is not in default thereunder; (iv) the Lease is and will continue to be valid, binding and enforceable against Assignor and Lessee in accordance with its terms; (v) the Agreement and Documents are and will continue to be valid, binding and enforceable against Assignor in accordance with its terms; and (vi) Lessee has consented to this Assignment, by the execution of the Consent, attached hereto and made a part hereof.

4. EXERCISE OF RIGHTS. (a) Although it is the intention of the parties that this Assignment shall be a present assignment, it is understood and agreed, anything herein to the contrary notwithstanding, that Assignee will not exercise any of its rights and powers hereunder until and unless there shall occur an Event of Default (as defined in the Agreement) or a default in the performance of any obligation, covenant, condition or agreement hereunder, and so long as none of the same shall occur, Assignor shall have the right to collect, but not in advance of their due date, all the Payments due under the Lease and to retain, use and enjoy the same.

(b) If an Event of Default shall occur or there shall occur a default in the performance of any obligation, covenant, condition or agreement hereunder, not cured as provided herein and therein, Assignee may, at its option, (i) enforce any and all of Assignee's rights and remedies under the Agreement and the Documents, and/or (ii) take such action it deems proper or necessary to collect the Payments from lessee and to retain use and enjoy same. In the furtherance thereof, Assignee may make, cancel, enforce or modify the Lease, and do any acts or things which Assignee deems proper to protect the security hereof, and may in its own name or Assignor's name, sue for or otherwise collect and receive the Payments, including those past due and unpaid, and apply the same in accordance with the provisions of this Assignment.

(c) Assignee in the exercise of the rights and powers conferred upon it by this Assignment shall have the full power to hold, use and apply all of the Payments, to the payment of or on account of any sums due under the Agreement and the Documents and any cost and expense of collection, including reasonable attorneys' fees, all in such order as Assignee in its sole discretion may determine. The collection of such Payments and the application thereof as aforesaid, shall not cure or waive any default or waive, modify or effect notice of default under the Agreement or invalidate any act done pursuant to such notice.

5. NO LIABILITY OF ASSIGNEE. This Assignment shall not operate to increase Assignee's obligations or liabilities or decrease Assignee's rights and remedies under the Agreement or the Documents. In the exercise of the powers herein granted to Assignee, no liabilities shall be asserted or enforced against Assignee, all such liabilities being herein expressly waived and released by Assignor. Assignee shall not be responsible for any loss, liability or damage under the Lease, or under or by reason of this Assignment. Should Assignee incur any such liability, loss or damage under the Lease or under or by reason of this Assignment, or in the defense of any claims or demands whatsoever asserted against Assignee under the Lease or under or by reason of this Assignment, the amount thereof, including costs, expenses and attorneys' fees, shall be so much additional sums secured hereby, shall bear interest at the Overdue Rate specified in the Agreement and Assignor agrees that it shall reimburse Assignee therefor immediately upon demand.

6. AUTHORIZATION TO RECOGNIZE CLAIMS OF ASSIGNEE. Lessee is hereby authorized to recognize the claims of Assignee hereunder when made under the sole signature of Assignee, without investigating the reason for any action taken by Assignee, or the validity of the amounts due and owing to Assignee, or the existence of any default in the Agreement or the Documents or hereunder, or the application to be made by Assignee of any amount to be paid to Assignee. Checks for all or any part of the Payments collected under this Assignment shall be drawn at Assignee's option to the exclusive order of Assignee.

7. NATURE OF REMEDIES. The remedies herein set forth shall be deemed special remedies given to Assignee and shall not be deemed exclusive of any other remedies granted in the Agreement or the Documents or by law, which shall be cumulative with the remedies herein granted. Any right or remedy exercised hereunder by Assignee including, without limitation, the collection of the Payments and the application thereof as aforesaid shall not cure, modify or waive any default or any notice thereof under the Agreement or the Documents or invalidate any act done pursuant to such notice. No delay or failure of Assignee to exercise any right or remedy hereunder or under the Agreement or the Documents, or under the Lease, shall be deemed to be a waiver thereof and the single or partial exercise by Assignee of any right or remedy under this Assignment, the Agreement, the Documents or the Lease shall not preclude other or further exercise thereof or the exercise of any other right of remedy at any time.

8. CROSS DEFAULT. Any default by Assignor in the performance of any obligation, covenant, condition or agreement herein contained shall at Assignee's option, constitute and be deemed an Event of Default under the terms of the Agreement and the Documents entitling Assignee to every and all rights and remedies contained therein.

9. BINDING. This Assignment and each and every covenant, agreement and other provision hereof shall be binding upon Assignor and its successors and assigns and shall inure to the benefit of Assignee and its successors and assigns.

10. DURATION. This Assignment shall continue in full force and effect until the payment in full of all sums due to Assignee under the Agreement and the Documents and the performance and discharge of each and every obligation, covenant, condition and agreement of Assignor thereunder and hereunder.

11. ENFORCEABILITY. The unenforceability, illegality or invalidity of any provision hereof shall not render any other provision of provisions herein contained unenforceable, illegal or invalid and this Assignment shall be construed as if such unenforceable, illegal or invalid provision had never been contained herein.

12. CONDITIONS. Concurrently with the execution of this Assignment, Assignor will deliver to Assignee, at its sole cost and expense, the favorable opinion of its independent legal counsel acceptable to Assignee confirming that:

(a) To such counsel's knowledge, the Lease is in full force and effect and the Assignor and Lessee are not in default thereunder;

(b) The execution and delivery of this Assignment by Assignor have been duly authorized and this Assignment and the Lease each are legal, valid, binding and enforceable against Assignor in accordance with their respective terms.

(c) No consents, authorizations or approvals of third parties including, without limitation, governmental authorities are or will be required as a condition to the validity of this Assignment.

(d) The execution, delivery and performance of this Assignment will not contravene any provision of law, statute, rule, regulation or agreement or other instrument or undertaking, order, decree, judgment, finding, franchise or permit applicable to Assignor to which Assignor is a party or by which it is bound.

13. NOTICES. All notices hereunder shall be in writing and shall be deemed to have been duly given if sent by certified or registered mail, postage prepaid, to the parties at their addresses below.

14. CHOICE OF LAW. This Assignment shall be governed by, construed and enforced in accordance with the Uniform Commercial Code in effect from time to time in the State of California.

15. ASSIGNEE'S ACCEPTANCE AND CONSENT. Assignee hereby accepts this Assignment on the understanding that notwithstanding the Assignment, Assignor shall remain fully responsible and liable for the full, complete and faithful performance of all of the terms, conditions and covenants in the Agreement, the Documents, and in the Lease as are applicable to Assignor.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed in their names as of the day and year first above written.

Thomas B. Garber

"THOMAS B. GARBER, "Assignor"

GREYHOUND LEASING & FINANCIAL CORPORATION "Assignee"

By [Signature]
Vice President

ATTEST:
By [Signature]
Assistant Secretary

Address:

Address:
2510 Van Ness Avenue
San Francisco, California

Greyhound Tower
Phoenix, Arizona 85077
Attention: Vice President - Operations

THOMAS B. GARBER

RAIL CAR LEASE AND SERVICE CONTRACT

THIS AGREEMENT, made this 10th day of May, 1978 by and between Thomas B. Garber having its principal office at 2510 Van Ness Avenue, San Francisco, California 94109 hereinafter called "Lessor", and Celanese Plastics Company, a Div. of Celanese Corp, a Delaware Corporation, having its principal office at 26 Main Street, Chatham, New Jersey, 07928, hereinafter called "Lessee".

W I T N E S S E T H:

Rental and Service Charges. Lessor hereby leases to the Lessee, and the Lessee hereby leases and hires from the Lessor and agrees to accept delivery of, upon the terms and conditions set forth herein and in the "riders" attached hereto and made a part hereof (hereinafter referred to as the "Riders"; this instrument, together with the Riders shall be herein referred to as the "Agreement"), the covered hoppers (for plastic pellets) cars described in the Riders (hereinafter referred to singularly as the "Car" or collectively as the "Cars") for the use of each of which Cars the Lessee agrees to pay the Lessor the rental and service charges for the full term hereof all as set forth in the Riders.

Payment. Lessee agrees to pay said rental and service charges to Lessor at its principal office as described above on the first day of each calendar month in advance, without deduction except that the Lessee shall pay in advance on the delivery of each Car respectively a pro rata portion of one month's rental and service charges for the period intervening the date of delivery and the first of the next succeeding calendar month and shall pay only the pro rata portion of such monthly charge attributable to any fractional month accruing at the termination of this lease.

Inspection of Car. Each of the Cars shall be subject to Lessee's inspection before loading; and the successful loading of such Car shall constitute acceptance thereof by Lessee, and shall be conclusive evidence (i) of the fit and suitable condition of such Car for the purpose of transporting the commodities then and thereafter loaded therein and (ii) that it is one of the Cars described in the Riders. In any event, however, monthly rental and service charges shall be paid from the date of delivery at the point of delivery described in the Riders.

Responsibility of Lading. Lessor shall not be liable for any loss of, or damage to, commodities, or any part thereof, loaded or shipped in the Cars, however such loss or damage shall be caused, or shall result. Lessee agrees to assume responsibility for, to indemnify Lessor against, and to save it harmless from, any such loss or damage, or claim therefor, except if such loss, damage or claim is directly attributable to the fault or neglect of Lessor.

Damage to Car Resulting from Lading. In the event any of the Cars, or the hopper, fittings or appurtenances thereto, including the interior lining for tanks so equipped, shall become damaged by the commodity loaded therein, Lessee agrees to assume the responsibility for such damage.

Alteration and Lettering. Lessee will preserve the Cars in good condition and will not in any way alter the physical structure of the Cars without the advance approval in writing of Lessor. Lessee shall place no lettering or marking of any kind upon the Cars without Lessor's prior written consent, except that, for the purpose of evidencing the operation of the Cars in Lessee's service hereunder, Lessee will be permitted to board, and placard the Cars with letters not to exceed two inches (2") in height.

Limitations on Use. Lessee will not use the Cars in a "unit train" without advance approval in writing of the Lessor. Lessee agrees not to load any of the Cars in excess of the load limit stenciled thereon.

Maintenance. Lessor agrees to maintain the cars in accordance with the present requirements and in compliance with the new existing A.A.R. rules of interchange, and Lessee agrees to forward the cars to the shops of the Lessor for periodic maintenance repairs as may be directed by the Lessor upon reasonable (not less than ten (10) days) prior written notice from Lessor to Lessee. ~~Lessee shall not be liable for any damage to or loss of the cars or any of their contents or any equipment or accessories of the cars.~~ Lessee shall at its expense replace any removable parts if lost or broken. If any of the cars shall be completely destroyed, or if the physical condition of any car shall become such that such car cannot be operated in railroad service as determined by the Lessor, then Lessor may at its option cancel this lease as to such car as of the date on which such event occurred, or may substitute therefor another car within a reasonable period of time. As cars are placed in a shop for maintenance and/or repair at the direction of Lessor, the rental charges on each such car shall cease five days after arrival at such shop and will be reinstated on date such car is ready to leave such shop to Lessee's specified point suitable for service. If a car becomes bad order while en route and is placed in railroad shops for repairs, then after the lapse of five days the rent on the car so placed shall cease until such car is returned to Lessee's service. If any repairs are required as a result of the misuse by or negligence of Lessee, its consignee, agent or sub-lessee, the rental charge shall continue during the period of repair and Lessee will pay Lessor for the cost of repairs within ten (10) days after receipt of invoice from Lessor.

Indemnity. Lessee will indemnify Lessor against any loss, damage, claim, expense (including attorney's fees and expenses of litigation) or injury imposed on, incurred by, or asserted against Lessor arising, directly or indirectly, out of Lessee's or any sub-lessee's use, lease, possession, or operation of the Cars occurring during the term of this lease, or by the contents of such Cars; howsoever occurring, except any loss, liability, claim, damage, or expense which is directly attributable to the fault or neglect of the Lessor, or for which a railroad or railroads have assumed full responsibility and satisfy such responsibility. All indemnities contained in this Agreement shall survive the termination hereof, however same shall occur.

Return of Cars. Upon the expiration or termination of this lease as to any of the Cars, Lessee agrees to return each of the Cars in good working order, ordinary wear and tear excepted, free from all charges and liens which may result from any act or default of Lessee, to Lessor at the point of delivery or at a point mutually agreed upon, free from residue and complete with all parts, equipment and accessories with which the Car was originally equipped or which had been added during the term of the lease, and to give Lessor advance written notice of such return. Lessee shall on demand reimburse Lessor for the cost of cleaning any Cars containing residue or for converting the Cars from the Lessee's service to another service, as well as monthly rental and service charges incurred during the cleaning process.

Reports. Each month Lessee shall give Lessor monthly reports for the immediately preceding month of the complete movements of the Cars, giving dates loaded and shipped, commodity, destination, and full junction routing of each movement. ~~Failure to provide such monthly reports shall constitute a breach of this lease and Lessee shall be liable for the mileage earned by the cars for the month so provided.~~ Lessee shall, within ten (10) days, give Lessor written notice of any injury to either person or commodities which involve the Cars. If shipping reports are not provided, Lessor will not be responsible for payment of mileage credits until reports are received.

Additional Charges by Railroads. Lessee agrees to use the Cars, upon each railroad over which the Cars shall move, in accordance with the then prevailing tariffs to which each such railroad shall be a party; and, if the operation or movements of any of the Cars during the term hereof shall result in any charges being made against Lessor by any such railroad, Lessee shall pay Lessor for such charges within the period prescribed by and at rates and under the conditions established by said then prevailing tariffs. Lessee agrees to indemnify Lessor against same and shall be liable for any switching, demurrage, track storage, or detention charge imposed on any of the Cars during the term hereof.

During the term of this Agreement, Lessee agrees that it will use its best efforts to maintain the aggregate mileage under load for all Cars covered by this Agreement equal to or exceeding the aggregate mileage empty for such Cars. Following (i) the end of each calendar year during the term of this Agreement and (ii) the termination or expiration of this Agreement, the Lessor will determine for the calendar year or portion thereof just ended the aggregate loaded mileage and empty mileage of the Cars and advise Lessee of same. In the event that the empty mileage of the Cars should exceed, in the aggregate, their loaded mileage for the calendar year or portion thereof covered by the determination mentioned in the immediately preceding sentence, Lessee shall promptly pay Lessor for such excess at the rate established by the governing tariff.

Taxes and Liens. Lessor agrees to pay all property taxes levied upon the Cars and to file all property tax reports relating thereto. Lessee agrees to report and pay in addition to rent and service charges all sales, use, leasing, operation, excise and other taxes with respect to the Cars together with any penalties, fines, or interest thereon and all duties, taxes, investment tax credit reductions and similar charges arising out of use of the Cars outside the United States. Lessee agrees not to encumber or dispose of this lease or of any of the Cars or any part of a Car or permit any encumbrance or lien to be entered or levied upon any of the Cars.

Assignment. Lessee agrees to use the Cars exclusively in Lessee's own service within the boundaries of the continental United States (exclusive of Alaska and Hawaii) ~~and~~ and to make no transfer, or assignment of this Agreement, except that Lessee shall have the right to sublease any of the Cars, for single trips, to its customers or to its suppliers, and to cause such Cars so subleased to be boarded or placarded with the names of the sub-lessees in accordance with the provisions of demurrage tariffs lawfully in effect, where the sole purpose of such subleasing is to obtain an exemption from demurrage for said Cars so subleased; provided, however, that notwithstanding any such sublease, Lessee shall continue to remain liable to Lessor under this Agreement; ~~and~~ Permission to sub-lease of cars to other shippers must be obtained from the Lessor in writing. In the event any of the Cars are used outside of the area specified in this paragraph for any reason whatsoever, Lessee agrees to bear full responsibility for, to defend, and to reimburse Lessor for any loss or damage suffered by Lessor, or claim against Lessor, and for all costs and expenses, including legal costs and attorney's fees arising in any way from such Car movement.

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Subject always to the foregoing, this Agreement inures to the benefit of, and is binding upon, the Lessor, its successors and assigns, and the Lessee, its successors and assigns.

Default. It is mutually agreed that the time of payment of rental and service charges is of the essence of this contract and that if the Lessee shall make default in the payment of rental and service charges on any of the Cars at the time when same become due and payable or shall make default in the performance or observance of any of the other agreements herein contained and by Lessee to be performed or observed and such default shall continue for ten (10) days or there shall be filed by or against Lessee a petition in

bankruptcy or for reorganization under the Bankruptcy Law or there shall be a receiver appointed of any part of Lessee's property or Lessee shall make a general assignment for the benefit of creditors, then and in any of said events Lessor, at its election, may, upon notice to Lessee of termination, terminate the lease set forth herein and repossess itself of any or all of said Cars and this lease shall thereupon become and be terminated. In the alternative, Lessor may, without notice repossess itself of said Cars and relet the same or any part thereof to others for such rent and upon such terms as it may see fit; and if a sufficient sum shall not be thus realized after repaying all expenses of re-taking and reletting said Cars (including attorney's fees and expenses of litigation) and collecting the rentals thereof to satisfy the rental and service charges herein reserved, the Lessee agrees to satisfy and pay the deficiency accrued from time to time upon demand. The obligation to pay such deficiency as well as the obligation for any and all other payments by Lessee to Lessor called for by this Agreement shall survive any termination of this Agreement or the lease contained herein for whatever reason and/or such retaking of the Cars. Lessee shall without expense to Lessor assist it in repossessing itself of said Cars and shall for a reasonable time if required furnish suitable trackage space for the storage of said Cars. The rights and remedies herein given to Lessor shall in no way limit its rights and remedies given or provided by law or in equity.

Reliance on Lease. Lessor, in consideration of the Lessee's oral representations and agreement to observe and be bound by each and all of the terms and conditions of this Agreement as set forth herein, and the immediate need of Cars by Lessee, may have shipped one or more of the Cars to Lessee prior to the formal execution of this Agreement. If this has occurred, this Agreement whether or not executed shall be the agreement between the parties for such Cars and supersedes prior negotiations and correspondence.

Notice. All notices provided for herein as well as all correspondence pertaining to this Agreement, shall be considered as properly given if given: (a) in writing and delivered personally or sent by registered or certified mail, or (b) by telex or cable and confirmed thereafter in writing sent by registered or certified mail. The respective addresses for notice shall be the addresses of the parties given at the outset hereof. Such addresses may be changed by either party giving written notice thereof to the other.

Miscellaneous. Nothing herein contained shall give or convey to Lessee any right, title or property interests in and to the Cars except as Lessee. LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND EXPRESS OR IMPLIED, WITH RESPECT TO THE CARS, THEIR MERCHANTABILITY, THEIR FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT OR OTHERWISE.

This instrument, together with any and all Riders attached hereto, constitutes the entire agreement between Lessor and Lessee and it shall not be amended, altered or changed except by written agreement signed by the parties hereto.

This Agreement is subject and subordinate to any chattel mortgage, conditional sales agreement, or equipment trust covering the Cars or any of them heretofore or hereafter created.

All terms used in the Riders shall have the same meaning as used or defined herein except as may be otherwise specifically defined in such Riders. Should any term or condition of any Rider be inconsistent or conflict with any term or condition hereof, the term or condition of the Rider shall govern.

This Agreement shall be governed and construed by the laws of the State of California.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed and delivered the day and year first above written.

Thomas B. Garber "LESSOR"

By Thomas B. Garber



Celanese Plastics Co., a division of
Celanese Corporation "Lessee"

By Robert H. Mitchell

Executive Vice President

(B) Lessee has the option to renew this contract for an additional one (1) year period at the same rental rates and other provisions of this contract. Lessee must give Lessor ninety (90) days prior written notice of its intent to exercise this option or to release the cars from service. The Notice must not be given earlier than 120 days prior to expiration of this lease.

(C) A penalty of \$50.00 per car per day will be charged for every day a car is held longer than 30 days in Lessee's service after expiration of the lease period unless otherwise agreed to by Lessor.

Date: May 10, 1978

Thomas B. Garber "Lessor"

By Thomas B. Garber



Celanese Plastics Co., a division of
Celanese Corporation "Lessee"

Date: June 23, 1978

By Robert E. Maddala

CONSENT

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Celanese Plastics Company, a division of Celanese Corp., ("Lessee") hereby consents to the Assignment ("Assignment") dated as of November 8, 1979 by and between Thomas B. Garber ("Assignor" and GREYHOUND LEASING & FINANCIAL CORPORATION ("Assignee") and agrees to:

1. Recognize that Assignor and Assignee have entered into the Loan and Security Agreement dated November 8, 1979 ("Agreement") and have or will enter into the Chattel Mortgage and Security Agreement on the Cars ("Mortgage") referred to in the Agreement.

2. Recognize that if Assignee unilaterally notifies Lessee in writing that on Event of Default (as defined in the Agreement) or a default under the Assignment has occurred, all rights of Assignor under the Lease including the right to receive payments thereunder shall be the rights of Assignee and Lessee agrees to make all payments thereunder to Assignee upon receipt of notice from Assignee; and

3. Recognize that all obligations of Assignor to Lessee under the Lease shall be Assignor's, and Lessee agrees to look solely to Assignor, and not to Assignee, for the performance of such obligations.

4. During the term of the Lease and any extensions thereof, cause the Cars to be marked at no expense to Assignee with a legend as follows:

"Greyhound Leasing & Financial Corporation of
Phoenix, Arizona, Mortgagee and
Secured Party"

or with a similar legend if Assignee shall hereafter assign its interest therein.

IN WITNESS WHEREOF, this Consent has been executed by lessee as of this 19th day of December 1979.

ew

CELANESE CORPORATION

"Lessee"

Robert L. Mitchell

By Robert L. Mitchell

Its: Executive Vice President

By _____

Its: _____

Address: 1211 Avenue of the Americas
New York, NY 10036