

EXHIBIT "G"

7863-A  
REGISTRATION NO. \_\_\_\_\_ Filed & Recorded

APR 7 1975 11 30 PM

SUPPLEMENTAL AGREEMENT INTERSTATE COMMERCE COMMISSION

This Supplemental Agreement dated as of March 31, 1975 by and among Steiner Sea, Air & Rail Co., a Utah corporation (the Lessor), First National City Bank (International - San Francisco), an Edge Act corporation (the Interim Lender), Dollar Savings Bank, a savings bank, Lincoln Mutual Savings Bank, a savings bank, and South Brooklyn Savings Bank, a savings bank (the Lenders), Celanese Corporation, a Delaware corporation (the Lessee), and Mercantile Safe Deposit & Trust Company, a Maryland corporation (the Agent).

W I T N E S S E T H :

WHEREAS, the Lessor and the Lessee are entering into an Equipment Lease Agreement dated as of March 31, 1975 (the Lease), and in connection therewith the Lessor, the Interim Lender, the Lenders and the Agent are entering into a Lease Financing Agreement dated as of March 31, 1975 (the Agreement); and

WHEREAS, the parties hereto desire to set forth herein certain additional matters pertaining to the agreements referred to above;

NOW THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Lessee unconditionally agrees that if for any reason any of the conditions set forth in Section 9 of the Agreement shall not be fulfilled on a Settlement Date, then on such Settlement Date the Lessee will pay, perform and discharge all liabilities and obligations of the Lessor under the Purchase Agreement and the Invoice(s) with respect to the Leased Equipment to which such Settlement Date pertains, or, in the event that such conditions shall not have been fulfilled solely because of the Lessor's Cost of all Leased Equipment theretofore purchased and paid for and to be purchased and paid for on such Settlement Date exceeds the amount as specified in Section 1(c) of the Agreement, Lessee assumes and agrees to pay, perform and discharge all obligations and liabilities of the Lessor under the Purchase Agreement and such Invoice(s) having a purchase price equal to the amount of such excess.

2. Lessee unconditionally agrees that if for any reason any of the conditions set forth in Section 9 of the Agreement shall not have been fulfilled on the Funding Date, then on such Funding Date, the Lessee shall (i) purchase all right, title and interest of the Lessor in and to the Leased Equipment included in the Acceptance Supplement(s) to be delivered on such Funding Date, (ii) pay, perform and discharge all liabilities and obligations of the Lessor under the Purchase Agreement and the Invoice(s) with respect to such Leased Equipment, and (iii) purchase all right, title and interest of the Lessor in and to the Leased Equipment included in all Acceptance Supplement(s) executed and delivered from the date hereof to and including such Funding Date, by paying to Lessor an amount equal to the Lessor's Cost of such Leased Equipment plus an amount equal to the Lessor's Cost of such Leased Equipment multiplied by 125% of the Prime Rate, computed from the dates of delivery of such Leased Equipment as stated in the Invoice(s) pertaining thereto to and including such Funding Date. Lessee agrees to deliver to the Lessor an undertaking whereby the Lessee assumes and agrees to pay, perform and discharge all liabilities and obligations of the Lessor under the Purchase Agreement and the Invoice(s), to the extent that the same relates to the Leased Equipment purchased by Lessee pursuant to the terms hereof.

3. In the event that the conditions set forth in Section 9 of the Agreement shall not have been fulfilled by or before 10:00 o'clock a.m., San Francisco time, on a Settlement Date or the Funding Date, as the case may be, the Lessor will give to the Interim Lender, the Lenders, the Agent and the Lessee, telephonic (promptly confirmed in writing) notice of the transactions to be effected on such date pursuant to Sections 1 or 2 hereof specifying the liabilities and obligations under the Purchase Agreement and Invoice(s) to be assumed by, and the aggregate amount to be paid by, the Lessee. On or before 2:00 o'clock p.m., San Francisco time, on such date, the Lessee will make the amount of any payment set forth in such notice available to the Interim Lender at its offices in San Francisco, California in immediately available San Francisco funds which amount shall be applied by the Interim Lender to the payment of principal of and accrued interest on the Notes, any excess being promptly remitted by the Interim Lender to the Lessor. In addition, on such date the Lessee shall deliver to Lessor an assumption agreement, in form and substance satisfactory to counsel for Lessor, whereby Lessee assumes and agrees to pay, perform and discharge all such liabilities and obligations of Lessor under the Purchase Agreement and Invoice(s).

4. <sup>( , and upon receipt of all payments of Lessee required in,</sup> In order to effectuate the transfers and assignments contemplated by Sections 1 and 2 hereof, the Lessor, the Interim Lender, the Lenders and the Agent will execute and deliver on such Settlement Date or Funding Date, as the case may be, or as soon as possible thereafter, all such instruments of transfer and assignment as shall be necessary or appropriate to vest or

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confirm in the Lessee full and complete title to the Leased Equipment to be transferred and assigned pursuant to such Sections 1 or 2 hereof, all of which instruments shall be in the form and substance satisfactory to counsel for Lessor and, in the case of the release of any security interests, to counsel for the Interim Lender, Lenders and the Agent, and shall be without any representation or warranty by the Lessor as to the value, merchantability or fitness for use of such Leased Equipment.

5. The Lessee hereby confirms, for the benefit of each of the parties hereto and each subsequent holder of a Note, the indemnities and undertakings of the Lessee contained in the Lease, which indemnities and undertakings are incorporated herein by reference (as though fully set forth herein) for the benefit of the Lessor, the Interim Lender and the Lenders. Such indemnities and undertakings shall be applicable from and after the date of execution hereof, shall survive the termination of this Supplemental Agreement, and shall survive the payment of any or all of the Notes and shall survive any transfer of the property described in Sections 1 or 2 of this Supplemental Agreement.

6. Lessee shall comply with all directions received from Lessor pursuant to the Agreement with respect to payments of Rent and other amounts payable pursuant to the Lease.

7. Lessee agrees that its obligations under this Supplemental Agreement shall be absolute and unconditional without regard to the validity, regularity or enforceability in any respect of this Supplemental Agreement, the Agreement, the Purchase Agreement, the Purchase Agreement Assignment, the Lease, the Assignment, any Invoice, or any other instrument contemplated thereby.

8. This Supplemental Agreement shall be construed under and governed by the laws of the State of Utah. The terms defined in the Agreement and in the Lease shall, for purposes of this Supplemental Agreement, have the meanings herein as so defined.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement as of the day and year first above written.

STEINER SEA, AIR & RAIL CO.

By Harold R. Smith

FIRST NATIONAL CITY BANK  
(INTERNATIONAL - SAN FRANCISCO)

By D. C. Bennett

DOLLAR SAVINGS BANK

By \_\_\_\_\_

LINCOLN MUTUAL SAVINGS BANK

By \_\_\_\_\_

SOUTH BROOKLYN SAVINGS BANK

By \_\_\_\_\_

CELANESE CORPORATION

By J. Bigham

MERCANTILE SAFE DEPOSIT & TRUST COMPANY

By \_\_\_\_\_

DOLLAR SAVINGS BANK

By \_\_\_\_\_

LINCOLN MUTUAL SAVINGS BANK

By \_\_\_\_\_

SOUTH BROOKLYN SAVINGS BANK

By William R. Bauman  
ASST. TREASURER

CELANESE CORPORATION

By \_\_\_\_\_

MERCANTILE SAFE DEPOSIT & TRUST COMPANY

By \_\_\_\_\_

DOLLAR SAVINGS BANK

By Robert P. Oeder

LINCOLN MUTUAL SAVINGS BANK

By \_\_\_\_\_

SOUTH BROOKLYN SAVINGS BANK

By \_\_\_\_\_

CELANESE CORPORATION

By \_\_\_\_\_

MERCANTILE SAFE DEPOSIT & TRUST COMPANY

By \_\_\_\_\_

DOLLAR SAVINGS BANK

By \_\_\_\_\_

LINCOLN MUTUAL SAVINGS BANK

By *Paul S. Lippman*

SOUTH BROOKLYN SAVINGS BANK

By \_\_\_\_\_

CELANESE CORPORATION

By \_\_\_\_\_

MERCANTILE SAFE DEPOSIT & TRUST COMPANY

By \_\_\_\_\_

DOLLAR SAVINGS BANK

By \_\_\_\_\_

LINCOLN MUTUAL SAVINGS BANK

By \_\_\_\_\_

SOUTH BROOKLYN SAVINGS BANK

By \_\_\_\_\_

CELANESE CORPORATION

By \_\_\_\_\_

MERCANTILE SAFE DEPOSIT & TRUST COMPANY

By  G. J. Johnston  
ASSISTANT VICE PRESIDENT

ATTEST:

  
CORPORATE TRUST OFFICER