

OCT 7 1974 - 4 02 PM

ACCESSORY ~~INSTALLATION~~ ^{COMMERCE COMMISSION} AGREEMENT
dated as of January 1, 1974, between
CHICAGO AND NORTH WESTERN TRANSPORTATION
COMPANY (hereinafter called the Railroad)
and THE FIRST NATIONAL BANK OF CHICAGO
(hereinafter called the Assignee).

WHEREAS the Railroad has entered into a conditional sale agreement dated as of the date hereof (hereinafter called the Conditional Sale Agreement), with GENERAL MOTORS CORPORATION (Electro-Motive Division) (hereinafter called the Builder) for the purchase from the Builder of the new standard-gauge railroad equipment referred to in the Conditional Sale Agreement (hereinafter called the Equipment); and

WHEREAS the Assignee has acquired, pursuant to an agreement and assignment dated as of the date hereof (hereinafter called the Assignment), the right, title and interest of the Builder under the Conditional Sale Agreement in the units of the Equipment, all upon and subject to the terms and conditions therein set forth; and

WHEREAS the Railroad proposes to install on the Equipment certain attachments, additions and other items of accessory equipment (each such item being hereinafter called an Accessory and collectively the Accessories).

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter contained, the parties hereto hereby agree that the Conditional Sale Agreement shall be supplemented as follows:

1. If the Railroad shall cause Accessories to be installed on any unit of Equipment, the Assignee will, on such date (hereinafter called the Accessory Closing Date) prior to the Cut-Off Date (as defined in the Conditional Sale Agreement), as shall be fixed by the Railroad by written notice delivered to the Assignee at least five business days prior to Accessory Closing Date designated therein, pay to the Railroad or to its order an amount not exceeding the aggregate Accessory Cost (as hereinafter defined); provided, however, that such amounts paid by the Assignee in respect of Accessories installed on any unit of Equipment shall not exceed 5% of the Conditional Sale Indebtedness (as defined in the Conditional Sale Agreement) in respect of such unit and provided, further, that the sum of the aggregate of such amounts and the aggregate Conditional Sale Indebtedness shall not exceed \$5,900,000. The term Accessory Cost shall mean the actual cost of any Accessory, as evidenced by an invoice or invoices of the supplier thereof.

2. The Assignee shall not make payment in respect of any Accessory unless and until it shall have received in respect thereof:

(a) A certificate of an officer of the Railroad stating that (i) the Accessory or Accessories described and specified therein has or have been installed on the unit or units of Equipment specified therein by number, (ii) the Accessory Cost is an amount therein specified, or is not less than an amount therein specified, and (iii) payment has been made to the supplier of such Accessory or Accessories of that portion of the Accessory Cost not paid by the Assignee as provided herein;

(b) an invoice or invoices from the supplier of such Accessory;

(c) a bill or bills of sale of such supplier to the Assignee, containing a warranty or guaranty to the Assignee that title to the Accessory described therein is free from all claims, liens and encumbrances; and

(d) an opinion or opinions of counsel to the effect that (i) such bill or bills of sale are valid and effective, either alone or in connection with any other instrument referred to in such opinion, to vest in the Assignee security title to such Accessory or Accessories, and (ii) each such Accessory constitutes an accession to the unit of Equipment to which it has been installed, and, as such, is subject to all the terms and conditions of the Conditional Sale Agreement.

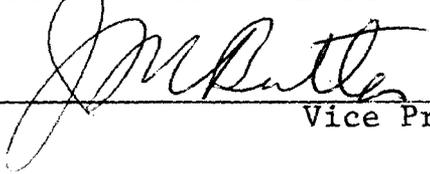
3. Any and all Accessories and any and all replacements thereof, whether in whole or any part, shall constitute accessions to the Equipment and shall be subject to all the terms and conditions of the Conditional Sale Agreement and included in the term "Equipment" as used therein. Any and all amounts paid by the Assignee in respect of Accessories as provided herein shall constitute Conditional Sale Indebtedness (as defined in the Conditional Sale Agreement), shall be secure by the Assignee's security title in the Equipment and shall be payable in instalments and bear interest in accordance with the terms and conditions of the Conditional Sale Agreement in the same manner and with the same effect as if such amounts had been stated therein to be payable to the Builder as an addition cost of the Equipment.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this instrument to

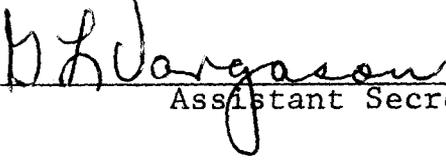
be executed in their respective corporate names by their officers, thereunto duly authorized, and their respective corporate seals to be hereunto affixed, duly attested, all as of the date first above written.

CORPORATE SEAL

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

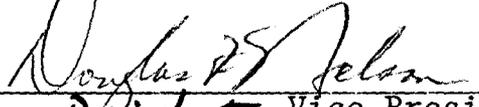
By 
Vice President

ATTEST:

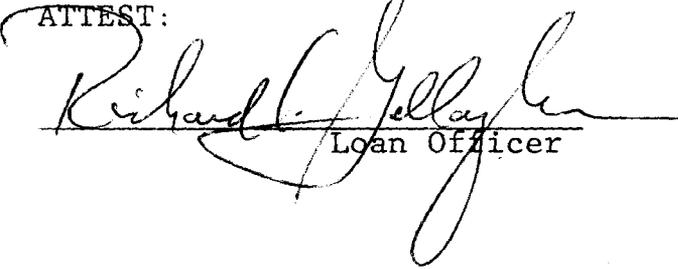

Assistant Secretary

CORPORATE SEAL

THE FIRST NATIONAL BANK OF CH

By 
~~Assistant~~ Vice President

ATTEST:


Loan Officer

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

On this 3rd day of October, 1974, before me personally appeared J. M. Butler, to me personally known, who, being by me duly sworn, says that he is a Vice President of CHICAGO AND NORTH WESTERN TRANSPORTATION 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.

Melvin F. Chatterton
Notary Public

My Commission Expires Feb. 25, 1978

NOTARIAL SEAL

My Commission expires

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

On this 11th day of Sept., 1974, before me personally appeared DOUGLAS F. NELSON to me personally known, who, being by me duly sworn, says that he is a Vice President of THE FIRST NATIONAL BANK OF CHICAGO, 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.

Betty M. Wislam
Notary Public

NOTARIAL SEAL

My Commission expires

My Commission Expires March 12, 1978