

7673-A  
RECORDATION NO. \_\_\_\_\_  
OCT 9 1974 - 12 22 PM  
INTERSTATE COMMERCE COMMISSION

**ACCESSORY INSTALLATION AGREEMENT** dated as of June 15, 1974, among **FIRST SECURITY BANK OF UTAH, N.A.** (hereinafter called the Vendee), not in its individual capacity but solely in its capacity as Owner-Trustee under a Trust Agreement dated as of June 15, 1974 (hereinafter called the Trust Agreement), with **FIRST SECURITY LEASING COMPANY** or its successors and assigns, **GRAND TRUNK WESTERN RAILROAD COMPANY** (hereinafter called the Lessee) and **EVANS PRODUCTS COMPANY** (hereinafter called the Supplier).

WHEREAS the Vendee has entered into a conditional sale agreement dated as of the date hereof (hereinafter called the Conditional Sale Agreement) with **WHITTAKER CORPORATION, Berwick Forge and Fabricating 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 Builder has assigned to Trust Company of Georgia, as Agent (hereinafter called the Assignee), pursuant to an agreement and assignment dated as of the date hereof, the right, title and interest of the Builder under the Conditional Sale Agreement, all upon and subject to the terms and conditions therein set forth;

WHEREAS the Vendee has entered into a Lease of Railroad Equipment with the Lessee dated as of the date hereof (hereinafter called the Lease) covering the Equipment, which Lease has been assigned to the Assignee as additional security under the Conditional Sale Agreement; and

WHEREAS the Vendee at the request of the Lessee proposes to have the Supplier install on each item of the Equipment certain DF-2-loading equipment described in Schedule A hereto (each such item being hereinafter called an Accessory);

set  
load-restraining

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter contained, the parties hereto hereby agree as follows:

1. Subject to the provisions of Paragraph 2 of this Agreement, if the Vendee shall cause Accessories to be installed on any unit of Equipment on or before December 31, 1974, the Vendee will on such date or dates

(hereinafter called Accessory Closing Dates) prior to January 15, 1975, following presentation by the Supplier to the Vendee of the invoices and bills of sale referred to in Paragraph 2 hereof, as shall be fixed by the Lessee by written notice delivered to the Vendee and the Supplier at least six business days prior to the Accessory Closing Date designated therein, pay to the Supplier an amount equal to the aggregate Accessory Cost, provided, however, that the sum of such amounts payable by the Vendee and the aggregate Purchase Price of the Equipment under and as defined in the Conditional Sale Agreement shall not exceed \$2,364,864. The Supplier agrees to use its best efforts to fix Accessory Closing Dates so that there will not be more than two Accessory Closing Dates. The term Accessory Cost shall mean the actual cost of any Accessory, as evidenced by an invoice or invoices of the Supplier. If on any Accessory Closing Date the aggregate Accessory Cost paid by the Vendee plus an amount equal to the Aggregate Purchase Price under and as defined in the Conditional Sale Agreement would, but for the provisions of this sentence exceed \$2,364,864, the Supplier and the Lessee will, upon request of the Vendee, enter into an agreement excluding from this Agreement such Accessory or Accessories specified by the Vendee, as will, after giving effect to such exclusion, reduce such aggregate Purchase Price and Accessory Cost to not more than \$2,364,864. Notwithstanding the preceding provisions of this Paragraph 1 any Accessories not delivered, installed and accepted on or before December 31, 1974, and settled for prior to January 15, 1975 shall be excluded herefrom.

2. The Vendee shall not be required to make payment in respect of any Accessory unless the Vendee and the Assignee shall have received in respect thereof:

(a) an invoice or invoices from the Supplier of such Accessory approved by the Lessee and a Certificate of Delivery (as defined in the Lease) in respect of such Accessory;

(b) a bill or bills of sale of the Supplier transferring security title to such Accessory to the Assignee and beneficial ownership to the Vendee, containing a warranty to the Assignee and the Vendee that at the time of installation of such Accessory the Supplier had legal title thereto and good and lawful right to sell the same as provided herein free from all claims, liens and encumbrances;

(c) an opinion or opinions of counsel for the Supplier to the Assignee and the Vendee to the effect that 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 and to vest in the Vendee beneficial ownership subject to such security title;

(d) an opinion or opinions of counsel for the Lessee to the Assignee and the Vendee to the effect that 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;

(e) Certificate or Certificates of Accessory Installation with respect to such Accessories; and

(f) a certificate of an officer of the Lessee to the effect that none of the Accessories was placed in the service of the Lessee or otherwise was used by the Lessee prior to delivery and acceptance of such Accessories under this Agreement and the Lease.

The Vendee shall not be obligated to make any of the above-mentioned payments at any time when an Event of Default under the Lease, or any event which with lapse of time and/or demand provided for in the Lease could constitute such an Event of Default, shall have occurred and be continuing. In the event the Supplier is not paid the entire Accessory Cost for any reason on any Accessory Closing Date, as hereinbefore provided, the Lessee hereby agrees with the Supplier to pay such Accessory Cost or any unpaid part thereof to the Supplier within 30 days after such Accessory Closing Date. To the extent that any Accessory Cost or any part thereof is paid to the Supplier by the Lessee, as hereinabove provided, the Accessories so paid for by the Lessee shall be excluded from this Agreement and the Lease.

3. Any and all Accessories and any and all replacements thereof, whether in whole or in part, shall constitute accessions to the Equipment and shall be subject to all the terms and conditions of the Conditional Sale Agreement and the Lease and included in the terms "Equipment" and "Units" as used therein.

4. The Lessee agrees that the Accessories will form an integral part of the Equipment and will not be removed therefrom after installation thereon.

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.

FIRST SECURITY BANK OF UTAH,  
N.A.

by [Signature]  
Authorized Officer

[CORPORATE SEAL]

Attest:  
[Signature]  
Authorized Officer

GRAND TRUNK WESTERN  
RAILROAD COMPANY,

by [Signature]  
Vice President

APPROVED AS TO FORM:  
[Signature]  
DATE: 9/19/74

[CORPORATE SEAL]

Attest:  
[Signature]

EVANS PRODUCTS COMPANY,

by [Signature]  
VICE PRESIDENT

[CORPORATE SEAL]

Attest:  
[Signature]  
ASSISTANT SECRETARY

STATE OF UTAH }  
COUNTY OF SALT LAKE } ss.:

On this *9th* day of *Sept.* 1974, before me personally appeared *Robert S. Clark, Esq.*, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said national association, that said instrument was signed and sealed on behalf of said national 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 association.

*Debbie J. Langenfeld*  
Notary Public



STATE OF MICHIGAN }  
COUNTY OF WAYNE } ss.:

On this *20th* day of *Sept.* 1974, before me personally appeared *J.H. Bontadon*, to me personally known, who, being by me duly sworn, says that he is a Vice President of GRAND TRUNK WESTERN RAILROAD 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.

*Jacqueline Isabelle Anne*  
Notary Public



STATE OF ILLINOIS }  
COUNTY OF COOK } ss.:

On this 18 day of SEPT. 1974, before me personally appeared JOHN C. FELTEN, to me personally known, who, being by me duly sworn, says that he is an VICE PRESIDENT of EVANS PRODUCTS 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

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*Paula Keller*  
Notary Public

My Commission Expires April 16, 1975

**SCHEDULE A**

<b>Description of Load Restraining Equipment</b>	<b>Quantity</b>	<b>Unit Base Price Installed*</b>	<b>Total Base Price Installed*</b>
[DF-213380-9 DF-2 Belt Installation] ...	100	\$1,676.00	\$167,600

\* The Unit Base Price and Total Base Price are subject to such increase or decrease as is agreed to by the Supplier, the Vendee and the Lessee.