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COUNTERPART

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RECORDATION NO. _____ Filed & Recorded

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INTERSTATE COMMERCE COMMISSION

CONDITIONAL SALE AGREEMENT, dated as of February 15, 1966, by and between JACKSON VIBRATORS, INC., a corporation organized under the laws of the State of Illinois, (hereinafter called the "Builder") and CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a corporation organized under the laws of the State of Wisconsin (hereinafter called the "Railroad");

WHEREAS, the Builder has agreed to construct or cause to be constructed and to sell and deliver to the Railroad and the Railroad has agreed to purchase the railway equipment described in Schedule A hereto (hereinafter called the "Equipment");

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the parties hereto do hereby agree as follows:

1. Construction and Sale. The Builder will construct, sell and deliver to the Railroad, and the Railroad will purchase from the Builder and accept delivery of and pay for as hereinafter provided each unit of the Equipment.

2. Delivery. The Builder will deliver the units of the Equipment to the Railroad ready for service and free of all liens, encumbrances and claims of any nature except as provided in this Agreement, with freight charges prepaid, in accordance with the delivery schedule set forth in Schedule A. Builder agrees to assume the expense, responsibility and risk of loss in and of the movement of the Equipment from Builder's plant to the place of delivery to Railroad. The Builder's obligations as to time of delivery are subject to delays or defaults resulting from causes beyond the Builder's reasonable control, but Railroad shall not be bound to accept delivery after December 31, 1966.

On delivery of each unit of the Equipment hereunder the Railroad will assume with respect thereto the responsibilities and risk of loss.

3. Purchase Price and Payment. The base price per unit of Equipment, exclusive of interest and freight charges, is set forth in Schedule A, and shall be subject to increase or decrease due to modification of specifications, additions, deletions or freight charges agreed upon in writing prior to delivery, and the term "Price" as used herein shall mean the

base price as so increased or decreased as set forth in the invoice therefore delivered to the Railroad by the Builder.

The Railroad hereby promises to pay to the Builder at the office of the Builder or at such bank in Chicago, Illinois, as the Builder may designate, for the Price of the Equipment and interest as follows:

(a) An amount equal to the aggregate Price of all units of Equipment delivered to and accepted by the Railroad hereunder plus interest thereon at the rate of five and one-quarter per cent (5¼%) per annum in thirty-two (32) equal level payment quarterly installments, payable on the fifteenth day of April, July, October and January of each year beginning with April 15, 1967, and ending with January 15, 1975, (with the right to make prepayments on the last maturity installments without premium).

(b) Interest at the rate of five and one-quarter per cent (5¼%) per annum on the aggregate Price of the units of Equipment in each group from the Closing Date with respect to such group to and including January 14, 1967, on October 15, 1966, for such interest accrued to and including October 14, 1966, and on January 15, 1967, for such interest accrued to and including January 14, 1967.

Where the Equipment consists of more than one unit, settlement may be made for a group of units. The term "Closing Date" with respect to a unit or group for which settlement is to be made shall mean such date (not later than December 31, 1966) not more than fifteen (15) days following presentation by the Builder to the Railroad of the invoice for a unit or group after delivery of such unit or group to the Railroad, as shall be fixed by the Railroad by written notice delivered to the Builder at least three (3) business days prior to the Closing Date designated therein.

Interest under this Agreement shall be determined on the basis of a 360-day year of twelve 30-day months. The Railroad will pay six per cent (6%) per annum on all amounts remaining unpaid after the same shall have become due and payable pursuant to the terms of this Agreement.

4. Taxes. All payments to be made by the Railroad hereunder will be free of expense to the Builder in respect of taxes which expense the Railroad assumes and agrees to pay on

demand in addition to the Price of the Equipment. The Railroad will at all times keep each unit of the Equipment free and clear of all taxes and assessments.

5. Title to the Equipment. The Builder shall retain the full legal title to the Equipment delivered to the Railroad hereunder until the Railroad shall have made all of the payments hereunder. When and only when the Builder shall have been paid the full indebtedness in respect of the Price of all the Equipment, together with interest and all other payments as herein provided, absolute title to and property in the Equipment shall pass to and vest in the Railroad without further transfer or action on the part of the Builder, except that the Builder, if requested by the Railroad so to do, will execute a bill of sale or instruments in writing as may be necessary or appropriate to make clear upon the public records the title of the Railroad to the Equipment.

6. Marking of Equipment. The Railroad will cause each unit of the Equipment delivered to it to be kept numbered with its identifying number as set out in Schedule A hereto, and will cause each side of each such unit to be kept plainly, distinctly, permanently and conspicuously marked, in letters with the name of the Builder followed by the word "Owner" or other appropriate words designated by the Builder, with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect the title of the Builder to the Equipment and its rights under this Agreement. The Railroad will not place any unit of the Equipment which shall have been delivered to it hereunder in operation or exercise any control or dominion over any such unit unless each side of such unit shall have been so marked and will replace promptly any such marking, which may be removed, defaced or destroyed. The Railroad will not change the numbers of any such units except with the consent of the Builder and in accordance with a statement of new numbers to be substituted therefore, which statement previously shall have been filed with the Builder by the Railroad and shall promptly be filed and recorded by the Railroad with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

Except as above provided, the Railroad will not allow the name of any person, association or corporation to be

placed on the Equipment as a designation that might be interpreted as a claim of ownership; provided, however, that the Railroad may cause the Equipment to be lettered "Chicago and North Western," or "C.N.W.", or may label the Equipment with the emblem, trademark, or slogan of the Railroad, or may letter the Equipment with the name or initials of any affiliated railroad company which is permitted to use such Equipment as hereinafter provided, or may letter it in some other appropriate manner for convenience of identification of the interest of the Railroad therein.

7. Lost, Destroyed or Damaged Equipment. In the event that any unit of the Equipment shall be worn out, lost, destroyed, irreparably damaged or otherwise rendered unsuitable or unfit for use from any cause whatsoever (hereinafter called a "Casualty Occurrence") prior to the payment of the full Price of the Equipment, together with interest thereon and all other payments required hereby, the Railroad, within a reasonable period of time after such event, shall notify the Builder in regard to such Casualty Occurrence. The Railroad shall, within 90 days after demand, pay to the Builder a sum equal to the fair value as in good repair of the unit or units suffering a Casualty Occurrence. Any money paid to or received by the Builder pursuant to this Section 7 shall be applied, at the option of the Railroad, evidenced by written notice to the Builder, either (i) to prepay the installments payable pursuant to subparagraph (a) of the second paragraph of Section 3 hereof, without premium, or (ii) toward the purchase of other railroad equipment, other than passenger equipment or automobile transport racks (unless otherwise approved in writing by the Builder) of substantially as good material, construction and character as, and of a cost not less than the fair value in good repair of the unit or units suffering a Casualty Occurrence. Title to all such other railroad equipment shall be vested in the Builder, free from all liens and encumbrances, and shall be subject to all the terms and conditions of this Agreement in all respects as though part of the original Equipment delivered hereunder.

For the purposes of this Section 7, the fair value of any unit of Equipment in good repair shall be deemed to be the Price thereof less an amount representing depreciation arising from reasonable wear and tear to be determined by the method in use at the time in standard railroad practice for

determining such depreciation (but in no event less than 1/18th or more than 1/8th of the Price for each full 12 month period computed on an annual basis from the date of delivery and acceptance thereof hereunder to the date as of which such fair value is to be determined) as evidenced by a certificate signed by an officer of the Railroad and delivered to the Builder.

The Builder, upon request by Railroad, shall invest any monies received by it under the provisions of this Section 7 until it is required to apply the same toward the purchase of replacement Equipment, or installment payments, in bonds, notes or other direct obligations of the United States of America or obligations for which the faith of the United States is pledged to provide for the payment of interest and principal as may be designated by the Railroad, or in certificates of time deposit of commercial banks of the United States. If at any time such government securities or certificates shall be selling for less than the amount invested for same, the Railroad shall at any time upon Builder's request pay Builder such additional sum as may be required to make up any such deficiency.

8. Maintenance and Repair. The Railroad will at all times maintain the Equipment in good order and repair at its expense.

9. Builder's Warranty of Material and Workmanship. The Builder warrants that the Equipment will be free from defects in materials and workmanship and that the Builder will replace any part or parts which shall fail under normal care and service within one (1) year after the date of delivery.

10. Compliance with Laws and Rules. During the terms of this Agreement the Railroad will comply in all respects with all applicable laws.

11. Inspections. The Builder shall have the right, by its agents, to inspect the Equipment and the Railroad's records with respect thereto.

12. Possession and Use. The Railroad, so long as it shall not be in default under this Agreement, shall be entitled to the possession of the Equipment and the use thereof upon the lines of Railroad owned or operated by it.

13. Prohibition against Liens. The Railroad will satisfy and discharge any and all sums claimed by any party by, through or under the Railroad or its successors or assigns which, if unpaid, might become a lien or a charge upon the Equipment, or any unit thereof, equal or superior to the title of the Builder thereto.

14. Railroad's Indemnities. The Railroad agrees to indemnify and save harmless the Builder from and against all losses, damages, injuries, liabilities, claims and damages whatsoever, regardless of the cause thereof, and expenses in connection therewith, including counsel fees, arising out of retention by the Builder of title to the Equipment or out of the use and operation thereof by the Railroad during the period when title thereto remains in the Builder. This covenant of indemnity shall continue in full force and effect notwithstanding the full payment of the indebtedness in respect to the Price and the conveyance of the Equipment, as provided in Section 5 hereof, or the termination of this Agreement in any manner whatsoever.

The Railroad will bear the risk of, and shall not be released from its obligations hereunder in the event of any damage to or the destruction or loss of any unit of or all of the Equipment; provided, however, that the Builder shall not be relieved from its warranty covering material and workmanship hereinbefore in Section 9 set forth.

15. Patent Indemnities. Except in cases of design, articles and materials specified by the Railroad, the Builder agrees to indemnify and hold harmless the Railroad from and against any and all liability, charges and expenses, including royalty payments and counsel fees in any manner imposed upon or accruing against the Railroad or its assigns because of the use in or about the construction or operation of the Equipment, or any unit thereof of any device, apparatus, design, article or material which infringes, or is claimed to infringe, on any patent or other similar right.

The Builder agrees to, and hereby does to the extent legally possible without impairing any claim, right or cause of action hereinafter referred to, transfer, assign, set over and deliver to the Railroad every claim, right and cause of action which the Builder has or hereafter shall have against

the seller or sellers of any devices, apparatuses, designs, articles or materials purchased or otherwise acquired by the Builder for use in or about the construction or operation of the Equipment, or any unit thereof, on the ground that any such device, apparatus, design, article or material or operation thereof infringes or is claimed to infringe on any patent or other similar right.

16. Assignments. The Railroad will not sell, assign, transfer or otherwise dispose of its rights under this Agreement or transfer the right to possession of any unit of the Equipment without first obtaining the written consent of the Builder. An assignment or transfer to a railroad company or other purchaser which shall acquire all or substantially all the lines of railroad of the Railroad and which, by execution of an appropriate instrument satisfactory to the Builder, shall assume and agree to perform each and all of the obligations and covenants of the Railroad hereunder, or an assignment by the Railroad to one of its wholly owned subsidiary companies, shall not be deemed a breach of this covenant.

All or any of the rights, benefits and advantages of the Builder under this Agreement, including the right to receive the payments herein provided to be made by the Railroad, may be assigned by the Builder and reassigned by any assignee at any time or from time to time. No such assignment shall subject any assignee to, or relieve the Builder from, any of the obligations of the Builder to construct and deliver the Equipment in accordance herewith or to respond to its guaranties, warranties and indemnities contained in Sections 9 and 15 hereof, or relieve the Railroad of its obligations to the Builder under Sections 2, 4 and 14 hereof, or any other obligation which, according to its terms and context, is intended to survive an assignment.

Upon any such assignment either the assignor or the assignee shall give written notice to the Railroad, together with a counterpart or copy of such assignment, stating the identity and post office address of the assignee, and such assignee shall by virtue of such assignment acquire all of the Builder's right, title and interest in and to the Equipment, or in and to a portion thereof, as the case may be, subject only to such reservations as may be contained in such assignment. From and after the receipt by the Railroad of the

notification of any such assignment, all payments thereafter to be made by the Railroad hereunder shall, to the extent so assigned, be made to the assignee at the address of the assignee specified in the aforesaid notice.

The Railroad recognizes that it is the custom of railroad equipment manufacturers to transfer or assign agreements of this character and understands that the transfer or assignment of this Agreement, or of some or all of the rights of the Builder hereunder, is contemplated. The Railroad expressly represents, for the purpose of assurance to any person, firm or corporation considering the acquisition of this Agreement or of all or any of the rights of the Builder hereunder, and for the purpose of inducing such acquisition, that in the event of such transfer or assignment by the Builder as hereinbefore provided the rights of such assignee to the entire unpaid Price or such part thereof as may be assigned, together with interest thereon, as well as any other rights hereunder which may be so assigned, shall not be subject to any defense, setoff, counterclaim or recoupment whatsoever arising out of any breach of any obligation of the Builder in respect of the Equipment or the manufacture, construction, delivery, guaranty or warranty thereof, or in respect of any indemnity herein contained, nor subject to any defense, setoff, counterclaim or recoupment whatsoever arising by reason of any other indebtedness or liability at any time owing to the Railroad by the Builder. Any and all such obligations, howsoever arising shall be and remain enforceable by the Railroad against and only against the Builder.

In the event of any such transfer or assignment, or successive transfers or assignments by the Builder, of title to the Equipment and of the Builder's rights hereunder in respect thereof, the Railroad will, whenever requested by such transferee or assignee, change the marking on each side of each unit of the Equipment so as to indicate the title of such transferee or assignee to the Equipment, such marking to bear such words or legend as shall be specified by such transferee or assignee, subject to requirements of the laws of the jurisdictions in which the Equipment shall be operated by the Railroad relating to such marking for use on equipment covered by conditional sale agreements with respect to railroad equipment. The cost of marking with respect to the first assignee of Builder's rights under this Agreement shall be

borne by the Railroad. Such costs with respect to any subsequent assignment will be borne by the subsequent transferee or assignee.

In the event of any such transfer or assignment prior to the completion of delivery of the Equipment, the Railroad will, in connection with each settlement for a unit or group of Equipment subsequent to such transfer or assignment, deliver to each assignee or transferee of any of the Equipment included in such group all documents required by the terms of such transfer or assignment to be delivered to such assignee or transferee in connection with such settlement.

17. Defaults. In the event that any one or more of the following events of default shall occur and be continuing, to wit:

(a) The Railroad shall fail to pay in full, when due and payable hereunder, any sum payable by Railroad as herein provided in respect of the Price of the Equipment or for interest and such failure shall continue for more than fifteen (15) business days; or

(b) The Railroad shall, for more than thirty (30) days after the Builder shall have demanded in writing performance thereof, fail or refuse to comply with any covenant, agreement, term or provision of this Agreement on its part to be kept or performed or to make provision satisfactory to the Builder for such compliance; or

(c) If a proceeding in reorganization, bankruptcy or insolvency be instituted by or against the Railroad or its property and the debtor in reorganization or any trustee or receiver appointed therein fails to adopt and become bound by the terms, provisions and conditions of this Agreement within sixty (60) days after such appointment or designation, or the Railroad makes an assignment for the benefit of its creditors;

(d) The Railroad shall make or suffer any unauthorized assignment or transfer of this Agreement

or any interest herein or any unauthorized transfer of the right of possession of any unit of the Equipment;

then at any time after the occurrence of such an event of default the Builder may, upon written notice to the Railroad and upon compliance with any legal requirements then in force and applicable to such action by the Builder, declare the entire unpaid portion of the Price of the Equipment, together with the interest thereon then accrued and unpaid, immediately due and payable, without further demand, and thereafter the aggregate of the unpaid balance of the Price and accrued and unpaid interest shall bear interest from the date of such declaration at the rate of six per cent (6%) per annum, to the extent legally enforceable, and the Builder shall thereupon be entitled to recover judgment for the entire unpaid balance of the Price of the Equipment so payable, with interest as aforesaid, and to collect such judgment out of any property of the Railroad wherever situated.

18. Remedies. If the Railroad shall make default as hereinbefore provided, then at any time after the entire indebtedness in respect of Price shall have been declared immediately due and payable as hereinbefore provided and during the continuance of such default, the Builder, to the extent not prohibited by any mandatory requirements of law, may, upon such further notice, if any, as may be required for compliance with any mandatory requirements of law applicable to the action to be taken by the Builder, take or cause to be taken by its agent or agents immediate possession of the Equipment, or any unit thereof, without liability to return to the Railroad any sums theretofore paid and free from all claims whatsoever, except as hereinafter in this Section 18 expressly provided, and may remove the same from possession and use of the Railroad and for such purpose may enter upon the Railroad's premises where the Equipment may be located and may use and employ in connection with such removal any supplies, services and aids and any available trackage and other facilities or means of the Railroad, with or without process of law.

In case the Builder shall rightfully demand possession of the Equipment in pursuance of this Agreement and shall reasonably designate a point or points upon the lines of the Railroad for the delivery of the Equipment to the Builder,

the Railroad shall, at its own expense, forthwith and in the usual manner, cause the Equipment to be moved to such point or points on its lines as shall be designated by the Builder and shall there deliver the Equipment or cause it to be delivered to the Builder; and, at the option of the Builder, the Builder may keep the Equipment on any of the lines of railroad or premises of the Railroad until the Builder shall have leased, sold or otherwise disposed of the same, and for such purpose the Railroad agrees to furnish, without charge for rent or storage, the necessary facilities at any point or points selected by the Builder reasonably convenient to the Railroad. This agreement to deliver the Equipment and to furnish facilities for its storage as herinbefore provided is of the essence of the agreement between the parties, and, upon application to any court of equity having jurisdiction in the premises, the Builder shall be entitled to a decree against the Railroad requiring specific performance hereof.

If the Railroad shall make default as hereinbefore provided, then at any time thereafter during the continuance of such default and after the entire indebtedness in respect of purchase price shall have been declared immediately due and payable as hereinbefore provided, the Builder (after retaking possession of the Equipment as hereinbefore in this Section 18 provided) may at its election, to the extent not prohibited by any mandatory requirements of law then in force and applicable thereto, retain the Equipment as its own and make such disposition thereof as the Builder shall deem fit (including, if the Builder so elects, the leasing of the Equipment on such terms as it shall deem fit), and in such event all the Railroad's rights in the Equipment will thereupon terminate; provided, however, that, if the Railroad, within twenty (20) days of receipt of notice of the Builder's election to retain the Equipment for its own use, as hereinafter provided, shall pay or cause to be paid to the Builder the total unpaid balance of the indebtedness in respect of the Price of all the Equipment which the Railroad has agreed to purchase hereunder, together with interest thereon accrued and unpaid and all other payments due by the Railroad under this Agreement, then in such event absolute right to the possession of, title to and property in such Equipment shall pass to and vest in the Railroad; or the Builder, with or without retaking possession thereof, may at its election sell the Equipment, or any unit thereof, free from any and all claims of the Railroad, or of any other party

claiming by, through or under the Railroad, at law or in equity, at public or private sale and with or without advertisement as the Builder may determine, all subject to and in compliance with any mandatory requirements of law then in force and applicable to such sale; and the proceeds of such sale, less the attorney's fees and any other expenses incurred by the Builder in taking possession of, removing, storing and selling the Equipment, shall be credited on the amount due to the Builder under the provisions of this Agreement. Written notice of the Builder's election to retain the Equipment for its own use may be given to the Railroad by telegram or registered mail addressed to the Railroad as provided in Section 23 hereof, at any time during a period of thirty (30) days after the entire indebtedness in respect of Purchase Price shall have been declared immediately due and payable as hereinbefore provided; and if no such notice shall have been given, the Builder shall be deemed to have elected to sell the Equipment in accordance with the provisions of this Section 18.

To the extent permitted by any mandatory requirements of law then in force and applicable thereto, any sale hereunder may be held or conducted at such place or places and at such time or times as the Builder may specify, in one lot and as an entirety or in separate lots, and without the necessity of gathering at the place of sale the property to be sold, and in general in such manner as the Builder may determine in compliance with any such requirements of law, provided that the Railroad shall be given written notice of such sale as provided in any such requirements, but in any event not less than ten (10) days prior thereto, by telegram or registered mail addressed to the Railroad as provided in Section 23 hereof. If such sale shall be a private sale permitted by such requirements, it shall be subject to the right of the Railroad to purchase or provide a purchaser, within ten (10) days after notice of the proposed sale price, at the same price offered by the intending purchaser or a better price. To the extent not prohibited by any such requirements of law, the Builder may itself bid for and become the purchaser of the Equipment, or any unit thereof, so offered for sale without accountability to the Railroad (except to the extent of surplus money received as hereinafter provided in this Section 18), and in payment of the purchase price therefor the Builder shall be entitled to the extent not prohibited as aforesaid to have credited on account thereof all sums due to the Builder from the Railroad hereunder.

Each and every power and remedy hereby specifically given to the Builder shall be in addition to every other power and remedy hereby specifically given or now or hereafter existing at law or in equity, and each and every power and remedy may be exercised from time to time and simultaneously and as often and in such order as may be deemed expedient by the Builder. All such powers and remedies shall be cumulative, and the exercise of one shall not be deemed a waiver of the right to exercise any other or others. No delay or omission of the Builder in the exercise of any such power or remedy and no renewal or extension of any payments due hereunder shall impair any such power or remedy or shall be construed to be a waiver of any default or an acquiescence therein.

If, after applying all sums of money realized by the Builder under the remedies herein provided, there shall remain any amount due to it under the provisions of this Agreement, the Railroad shall pay the amount of such deficiency to the Builder upon demand, and, if the Railroad shall fail to pay such deficiency, the Builder may bring suit therefor and shall be entitled to recover judgment therefor against the Railroad. If, after applying as aforesaid all sums realized by the Builder, there shall remain a surplus in the possession of the Builder, such surplus shall be paid to the Railroad.

The Railroad will pay all reasonable expenses, including attorneys' fees, incurred by the Builder in enforcing its remedies under the terms of this Agreement. In the event that the Builder shall bring any suit to enforce any of its rights hereunder and shall be entitled to judgment, then in such suit the Builder may recover reasonable expenses, including attorneys' fees, and the amount thereof shall be included in such judgment.

In the event of assignments of interest hereunder to more than one assignee, each such assignee shall be entitled to exercise all rights of the Builder hereunder in respect of the Equipment assigned to such assignee, irrespective of any action or failure to act on the part of any other assignee.

19. Applicable State Laws. Any provision of this Agreement prohibited by any applicable law of any State, or which by any applicable law of any State would convert this Agreement into any instrument other than an agreement of

conditional sale, shall as to such State be ineffective, without modifying the remaining provisions of this Agreement. Where, however, the conflicting provisions of any applicable State law may be waived, they are hereby waived by the Railroad to the full extent permitted by law, to the end that this Agreement shall be deemed to be a conditional sale and enforced as such.

20. Extension Not a Waiver. No delay or omission in the exercise of any power or remedy herein provided or otherwise available to the Builder shall impair or affect the Builder's right thereafter to exercise the same. Any extension of time for payment hereunder or other indulgence duly granted to the Railroad shall not otherwise alter or affect the Builder's rights or the obligations of the Railroad hereunder. The Builder's acceptance of any payment after it shall have become due hereunder shall not be deemed to alter or affect the obligations of the Railroad or the Builder's rights hereunder with respect to any subsequent payments or default therein.

21. Recording. The Railroad will cause this Agreement and any assignments hereof or of any interest herein, and any supplements hereto or thereto to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act; and the Railroad will from time to time do and perform any other act and will execute, acknowledge, deliver, file and record any and all further instruments required by law or reasonably requested by the Builder for the purpose of proper protection, to the satisfaction of counsel for the Builder, of its title to the Equipment and its rights under this Agreement or for the purpose of carrying out the intention of this Agreement; and the Railroad will promptly furnish to the Builder certificates or other evidences of such filing and recording satisfactory to the Builder.

22. Payment of Expenses. The Railroad will pay all reasonable costs, charges, and expenses, except the counsel fees of the Builder and of assignees of this Agreement, and including stamp and other taxes, if any, incident to the printing or other duplicating, execution, acknowledgment, delivery, filing, registration or recording of this Agreement, of the first assignment by the Builder of this Agreement, of any instrument supplemental to or amendatory of this Agreement or such first

assignment and of any certificate of the payment in full of the indebtedness in respect of purchase price due hereunder. In addition, the Railroad will pay all reasonable costs, charges and expenses including stamp and other taxes, if any, of the first assignee of this Agreement and of any parties acquiring interests in such first assignment incurred in connection with such first assignment and payments to the Builder by such first assignee.

23. Notice. Any notice hereunder to the Railroad shall be deemed to be properly served if delivered or mailed to the Railroad at Chicago and North Western Railway Company, 400 West Madison Street, Chicago, Illinois 60606, or at such other address as may have been furnished in writing to the Builder by the Railroad. Any notice hereunder to the Builder shall be deemed to be properly served if delivered or mailed to the Builder at Ludington, Michigan, or at such other address as may have been furnished in writing to the Railroad by the Builder. Any notice hereunder to any assignee of the Builder or of the Railroad shall be deemed to be properly served if delivered or mailed to such assignee at such address as may have been furnished in writing to the Railroad or the Builder, as the case may be, by such assignee.

24. Section Headings. All section headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

25. Effect and Modification of Agreement. This Agreement exclusively and completely states the rights of the Builder and the Railroad with respect to the Equipment and supersedes all other agreements, oral or written, with respect to the Equipment. No variation or modification of this Agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized officers of the Builder and the Railroad.

26. Definitions. The term "Builder," whenever used in this Agreement, means, before any assignment of any of its rights hereunder, Jackson Vibrators, Inc. and any successor or successors for the time being to its manufacturing properties and business, and, after any such assignment, both any assignee or assignees for the time being of such particular assigned rights as regards such rights, and

also any assignor as regards any rights hereunder that are retained and excluded from any assignment.

27. Execution. This Agreement may be simultaneously executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. Although this Agreement is dated for convenience as of February 15, , 1966 , the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names by duly authorized officers and their respective corporate seals to be hereunto affixed and duly attested, all as of the day, month and year first above written.

JACKSON VIBRATORS, INC.

(SEAL)

By _____
~~Vice~~ President

ATTEST:

_____
~~Secretary~~
Vice President

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

(SEAL)

By _____
Vice President

ATTEST:

_____
Secretary

STATE OF Michigan )
) SS
COUNTY OF Mason )

On this 15th day of [illegible], 1966, before me personally appeared E. A. [illegible] to me personally known, who, being by me duly sworn, says that he is the ~~Vice~~ President of Jackson Vibrators Inc., 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 the Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.

Eileen F. Bennett
Notary Public

(NOTARIAL SEAL)

My Commission expires:
EILEEN F. BENNETT
Notary [illegible] County, Mich.
My [illegible], 1967

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

On this 31st day of March, 1966, before me personally appeared LARRY S. PROVO to me personally known, who, being by me duly sworn, says that he is a Vice President of the Chicago and North Western Railway 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.

F. C. Marquardt
Notary Public

(NOTARIAL SEAL)

My Commission expires:

Dec 31, 1966

## SCHEDULE A - JACKSON

| Type | Quantity | Railroad's Numbers | Base Price Per Unit | Total Base Price | Delivery |
|---|---|---|---|---|---|
| 1966 Utility Switch Tampers | 4 | 17-1730<br>17-1731<br>17-1732<br>17-1733 | $25,460 | $101,840 | April, 1966 |

AGREEMENT AND ASSIGNMENT, dated as of February 15, 1966, by and between JACKSON VIBRATORS, INC., a corporation organized under the laws of the State of Illinois, (hereinafter called the "Builder"), and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, acting as Agent under an Agreement, dated as of February 1, 1966 (said Bank, so acting, being hereinafter called the "Assignee");

WHEREAS, the Builder and CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin corporation (hereinafter called the "Railroad"), have entered into a Conditional Sale Agreement dated as of February 15, 1966 (hereinafter called the "Conditional Sale Agreement"), covering the manufacture, sale and delivery, on the conditions therein set forth, by the Builder and the purchase by the Railroad of the railroad equipment described in Schedule A to the Conditional Sale Agreement (said equipment being hereinafter called the "Equipment");

NOW, THEREFORE, this Agreement and Assignment Witnesseth that, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration paid by the Assignee to the Builder, the receipt of which is hereby acknowledged, as well as the mutual covenants herein contained:

1. The Builder hereby sells, assigns, transfers and sets over unto the Assignee, its successors and assigns, all the right, title and interest of the Builder in and to the Equipment and each unit thereof to be built by it when and as manufactured, delivered and accepted, and (a) all the right, title and interest of the Builder in and to the Conditional Sale Agreement (except the right to manufacture and the right to receive payment or reimbursement for taxes paid or incurred by the Builder as provided in Section 4 thereof), and in and to any and all amounts which may be or become due or owing by the Railroad to the Builder under the Conditional Sale Agreement on account of its indebtedness in respect of the Price of the Equipment and interest thereon, and in and to any other sums becoming due from the Railroad under the Conditional Sale Agreement, other than those hereinabove excluded, and (b) all of the Builder's rights, powers, privileges and remedies under the Conditional Sale Agreement; without any recourse, however, against the Builder for or on account of

the failure of the Railroad to make any of the payments provided for in, or otherwise comply with, any of the provisions of the Conditional Sale Agreement; provided, however, that this Agreement and Assignment shall not subject the Assignee to, or transfer, or pass, or in any way affect or modify, the liability of the Builder to construct and deliver the Equipment to be built by it in accordance with the Conditional Sale Agreement or any liability incidental to such construction or delivery or in respect of its obligations contained in Sections 9 or 15 of the Conditional Sale Agreement, or relieve Railroad from its obligations to the Builder under Sections 2, 4 and 1[illegible] of the Conditional Sale Agreement, it being understood and agreed that, notwithstanding this Agreement and Assignment, or any subsequent assignment pursuant to the provisions of Section 16 of the Conditional Sale Agreement, all obligations of the Builder to the Railroad in respect of the Equipment to be built by it shall be and remain enforceable by the Railroad, its successors and assigns, against and only against the Builder. In furtherance of the foregoing assignment and transfer, the Builder hereby authorizes and empowers the Assignee, in the Assignee's own name or in the name of the Assignee's nominee or in the name of and as attorney, hereby irrevocably constituted, for the Builder, to ask, demand, sue for, collect, receive and enforce any and all sums to which the Assignee is or may become entitled under this Agreement and Assignment and compliance by the Railroad with the terms and agreements on its part to be performed under the Conditional Sale Agreement, but at the expense and liability and for the sole benefit of the Assignee.

2. The Builder covenants and agrees that it will construct the Equipment to be built by it in full accordance with the Conditional Sale Agreement and will deliver the same upon completion to the Railroad in accordance with the provisions of the Conditional Sale Agreement; and that, notwithstanding this Agreement and Assignment, it will perform and fully comply with each and all the covenants and conditions of the Conditional Sale Agreement set forth to be complied with by the Builder. The Builder further covenants and agrees that it will warrant to the Assignee and the Railroad that at the time of delivery of any unit of the Equipment to be built by it, it had legal title to such unit and good and lawful right to sell such unit and the title to such unit was free of all claims, liens and

encumbrances of any nature except only the rights of the Railroad under the Conditional Sale Agreement; and the Builder further covenants and agrees that it will defend the title to such units built by it against the demands of all persons whomsoever based on claims originated prior to the delivery of such unit by the Builder to the Railroad; all subject, however, to the provisions of the Conditional Sale Agreement and the rights of the Railroad thereunder.

3. The rights of the Assignee to the entire unpaid Price of said Equipment shipped from Builder's plant and delivered to and accepted by the Railroad, and interest thereon as well as any other rights as may be so assigned hereunder, shall not be subject to any defense, offset, counterclaim or recoupment whatsoever arising out of any breach of any obligation of Builder, or the successor or successors to its manufacturing properties and business, in respect of the construction or delivery of the Equipment or under Sections 9 and 15 of said Agreement nor subject to any defense, offset, counterclaim or recoupment whatsoever arising by reason of any other indebtedness or liability at any time owing to Railroad by Builder, or the successor to its manufacturing business.

The Builder will indemnify, protect and hold harmless the Assignee from and against any and all liability, claims, demands, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Assignee or its assigns because of the use in or about the construction or operation of the Equipment, or any unit thereof to be built by it, of any device, apparatus, design, article or material which infringes, or is claimed to have infringed, on any patent or other right, except for any designs specified by the Railroad, or devices, apparatus, articles or materials specified by the Railroad and not manufactured by the Builder.

4. The Builder will cause each side of each unit of the Equipment to be plainly, distinctly, permanently and conspicuously marked in letters, the following legend:

"CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AGENT, OWNER."

endorsed thereon a certificate by the Railroad as to the correctness of the Price of such unit or units;

(d) A favorable Opinion of Counsel for the Railroad stating that (i) the Conditional Sale Agreement has been duly authorized, executed and delivered and is a legal, valid and binding instrument enforceable in accordance with its terms, (ii) this Agreement and Assignment has been duly authorized, executed and delivered by the Builder and is a legal, valid and binding instrument; (iii) the Assignee is vested with all the right, title and interest of the Builder in and to the Conditional Sale Agreement purported to be assigned to the Assignee by this Agreement and Assignment, (iv) title to the units of Equipment in such Group is validly vested in the Assignee, free of all claims, liens and encumbrances except only the rights of the Railroad under the Conditional Sale Agreement, (v) no approval of the Interstate Commerce Commission or any other governmental authority is necessary for the execution and delivery of the Conditional Sale Agreement or this Agreement and Assignment, and (vi) the Conditional Sale Agreement and this Agreement and Assignment have been duly filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act and that no other filing or recordation is necessary for the protection of the rights of the Assignee in any state of the United States of America or the District of Columbia, (vii) the Railroad is a duly organized and existing corporation in good standing under the laws of the State of Wisconsin and has the power and authority to own its properties and to carry on its business as now conducted, (viii) there is no condition, restriction or requirement in the documents constituting the corporate charter of the Railroad relating to or affecting the execution and delivery by the Railroad of the Conditional Sale Agreement or the enforceability thereof in accordance with its terms or requiring any approval of its stockholders in respect thereof and (ix) neither the execution and delivery of the Conditional Sale Agreement and this Agreement and Assignment, nor the consummation of the transactions therein and herein contemplated, nor the fulfillment of the terms thereof and hereof will conflict with or result in a breach of any of the terms, conditions

or provisions of any law, regulation, order, writ, injunction or decree of any court or governmental instrumentality, domestic or foreign, or of any agreement or instrumentality to which the Railroad is now a party or constitute a default thereunder.

It is understood and agreed that the Assignee shall not be required to make any payment to the Builder in respect of any Equipment not delivered by the Builder and accepted by the Railroad within the time limits specified in Section 2 of the Conditional Sale Agreement and not included in the term "Equipment" as used in the Conditional Sale Agreement or in this Agreement and Assignment.

7. The Assignee may assign all or any of its rights under the Conditional Sale Agreement, including the right to receive any payments due or to become due under it from the Railroad thereunder. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of the Assignee hereunder.

8. The Assignor hereby represents and warrants to the Assignee, its successors and assigns,

(a) That the Conditional Sale Agreement was duly authorized and lawfully executed by it for a valid consideration and that it is binding upon the Builder in accordance with its terms, and that it is now so in force without amendment thereto,

(b) That this Agreement and Assignment has been duly authorized, executed and delivered by the Builder and is a valid instrument binding upon the Assignor and enforceable against the Assignor in accordance with its terms, and

(c) That title to the Equipment delivered to the Railroad is, or will, upon delivery to the Railroad, be validly vested in the Assignee, free of all claims, liens and encumbrances except only the rights of the Railroad under the Conditional Sale Agreement.

The Builder covenants and agrees that it will from time to time and at all times, at the request of the Assignee or its successors or assigns, make, execute and deliver all such further instruments of assignment, transfer and assurance and do such further acts and things as may be necessary and appropriate in the premises to give effect to the provisions hereinabove set forth and more particularly to confirm the rights, title and interests hereby assigned and transferred by it to the Assignee or intended so to be.

9. The terms of this Agreement and Assignment and all rights and obligations hereunder shall be governed by the laws of the State of Illinois.

10. This Agreement and Assignment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart. The Assignee agrees to deliver one of such counterparts, or a certified copy thereof, to the Railroad. Although this Agreement and Assignment is dated for convenience as of February 15, 1966, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date stated in the acknowledgements hereto annexed.

IN WITNESS WHEREOF, each of the Builder and the Assignee have caused this instrument to be executed in their respective names by their respective officers, thereunto duly authorized, and their respective seals to be hereunto affixed, duly attested, as of the day and year first above written.

JACKSON VIBRATORS, INC.

(SEAL)

By _____
~~Vice~~ President

ATTEST:

_____
~~Assistant Secretary~~
Vice President

Signed, sealed, acknowledged and delivered in the presence of:

_____

_____

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

(SEAL)

By _____
Senior Vice President

ATTEST:

_____
Assistant Cashier

Signed, sealed, acknowledged and
delivered in the presence of:

_____

_____

STATE OF _____ )
) SS
COUNTY OF _____ )

On this _____ day of _____, 196__, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is a _____ President of _____, that the seal 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.

_____
Notary Public

My Commission expires:

Notary Public, _____ County, Mich.
My Commission Expires Mar. 31, 1967

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

On this 22ND day of APRIL, 1966, before me personally appeared J. P. HOFFMANN, to me personally known, who being by me duly sworn, says that he is a Senior Vice President of the CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that the seal 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.

Stanley E. Ewan
Notary Public

My Commission expires:

April 25, 1966

CHICAGO AND NORTH WESTERN RAILWAY COMPANY hereby acknowledges due notice of the assignment made by the foregoing Agreement and Assignment.

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

By W. E. Kraus
Vice President

(SEAL)

ATTEST:

E. T. Marquardt
Assistant Secretary