AGREEMENT

between

PERE MARQUETTE RAILROAD COMPANY

and

ANN ARBOR RAILROAD COMPANY

For Interlocker at Alexis, Ohio.

[Dated October 13, 1910.]

WHEREAS, the Pere Marquette Railroad Company is operating Recitals. its trains over certain property of The Ann Arbor Railroad Company in Toledo, Ohio, under the terms of a certain contract entered into between The Ann Arbor Railroad Company and The Monroe and Toledo Railway Company, dated January 27th, 1896; and

WHEREAS, the line of railroad so used crosses the tracks of the Michigan Central Railway Company and the Lake Shore and Michigan Southern Railway Company at Alexis, where a crossing interlocking plant has been constructed and is now owned and operated jointly by The Ann Arbor Railroad Company, The Lake Shore and Michigan Southern Railway Company, and The Michigan Central Railway Company; and

WHEREAS, the Pere Marquette Railroad Company desires to obtain a "Wye" connection with the track of the Lake Shore and Michigan Southern Railway Company, in order that its trains may be moved to and from the track of the Lake Shore and Michigan Southern Railway Company at Alexis, as indicated on the blue print hereto attached and made a part hereof, and to have the movement of its said trains over said connecting track operated and controlled by and through the said interlocking plant, which use of said plant will require additions and extensions to the same; and

WHEREAS, the Ann Arbor Railroad Company is willing (subject to the consent and approval of the Lake Shore and Michigan Southern Railway Company, and the Michigan Central Railway Company), to allow such connection with and use of the interlocking plant to be made and said parts to be so operated on the terms and conditions following:

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Covenants.

Track and
interlocker
changes to
permit P. M.
to operate
through inter-
locker,
shall be con-
structed and
maintained
at the ex-
pense of
the P. M.

P. M. shall
pay A. A.
¼ of the
difference
between the
cost of straight
crossing inter-
locking plant
and complete
plant.

P. M. shall
pay A. A.
reasonable
proportion of
operation and
maintenance.

Arbitration
of paragraphs
two and three.

Result of
arbitration
and award.

Liability.

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IT IS AGREED:

First. The additional tracks, switches and cross-overs or changes in the existing tracks on the property of The Ann Arbor Railroad Company rendered necessary by said proposed connection, and switches and signal connections, levers, locks, etc., necessary to permit the movement of the trains of the Pere Marquette Railroad Company to be controlled and operated through the interlocking plant, shall be constructed and maintained at the cost and expense of the Pere Marquette Railroad Company.

Second. The Pere Marquette Railroad Company shall also pay to The Ann Arbor Railroad Company one-fourth (¼) of the difference between the cost of the straight crossing interlocking plant at said cross-ing and the cost of the complete plant at said crossing for crossing and junction purposes combined, such difference to be determined by arbi-tration, in the event that the parties hereto cannot agree upon the amount.

Third. The Pere Marquette Railroad Company shall also pay to The Ann Arbor Railroad Company such proportion of the expense of operating and maintaining the said interlocking plant borne by The Ann Arbor Railroad Company as may be reasonable and proper, taking into consideration all the uses of the interlocking plant, and in the event the parties hereto cannot agree upon such amount, the same shall be sub-mitted to arbitration.

Fourth. The question whether the Pere Marquette Railroad Com-pany is required (under the provisions of said contract of January 27th, 1896) to contribute to the items of cost referred to in the second para-graph hereof, and to the item of expense of operation referred to in paragraph three hereof, shall be submitted to arbitration if the parties hereto cannot agree thereon.

Fifth. If it is found upon arbitration that the provisions of Article *First* and *Second* hereof represent a duplicate charge, or a charge for which the Pere Marquette Railroad Company has already paid, the Pere Marquette Railroad Company shall have credit in any award made hereunder to the extent that any such duplication of charge may be found to exist.

Sixth. The said Pere Marquette Railroad Company agrees to indemnify and hold harmless The Ann Arbor Railroad Company from any and all damages, loss or liability of every kind incurred in connec-tion with the movement of the trains of the Pere Marquette Railroad

Company over such connecting tracks, or the use of the said interlocking plant or any portion thereof therefor, except such as may be caused or incurred solely by reason of the negligence of The Ann Arbor Railroad Company employees, not engaged in the maintenance and operation of the interlocking plant or switches or signals connected therewith.

Seventh. Should The Ann Arbor Railroad Company use or desire to use the whole or any portion of the tracks or switches or interlocking plant constructed by the Pere Marquette Railroad Company under the agreement, The Ann Arbor Railroad Company may do so, and in such event it shall pay to the Pere Marquette Railroad Company such proportion of the first cost of such tracks and appliances as the number of its cars moved over the connecting tracks aforesaid to and from the Lake Shore and Michigan Southern Railway Company's tracks bear to the total number of cars of both companies so moved during six months next following such use, and a like proportion of the cost of maintaining and operating the same to be determined every six months, the percentage so determined to govern for the following six months. Dated October 13, 1910.

A. A. may use tracks and interlocker upon payment of proportion of first cost, also operation and maintenance based on cars handled.

PERE MARQUETTE RAILROAD COMPANY,
By (Sgd.) WM. COTTER,
Its President and General Manager.

Attest:
(Sgd.) E. N. WELLER,
Asst. Secretary.

THE ANN ARBOR RAILROAD COMPANY,
By (Sgd.) JOSEPH RAMSEY, JR.,
President.

Attest:
(Sgd.) H. B. BLANCHARD,
Secretary.