

shall terminate with the said side track agreement, of June 19, A. D. 1914.

Execution.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in triplicate the day and year first above written.

GRATIOT COUNTY GAS COMPANY,
By (sgd.) R. B. WAGNER,
Its Gen. Mgr. and Sec.

PERE MARQUETTE RAILWAY COMPANY,
By (sgd.) FRANK H. ALFRED,
Its President.

ANN ARBOR RAILROAD COMPANY,
By (sgd.) E. F. BLOMEYER,
Its Vice-Pres. and Gen. Mgr.

SUPPLEMENTAL AGREEMENT

between

PERE MARQUETTE RAILROAD COMPANY

(Frank W. Blair, Dudley E. Waters and Paul H. King, Receivers
of the Pere Marquette Railroad Company)

and

ANN ARBOR RAILROAD COMPANY

**For Industrial Side Tracks Serving Gratiot County Gas Com-
pany and Libby, McNeil and Libby at Alma, Michigan.**

[Dated July 27, 1914.]

Parties.

SUPPLEMENTAL AGREEMENT, made this 27th day of July, A. D. 1914, between the PERE MARQUETTE RAILROAD COMPANY and FRANK W. BLAIR, DUDLEY E. WATERS and PAUL H. KING, Receivers of the property and business of the said Railroad Company, all hereinafter for convenience called "the Pere Marquette" and the ANN ARBOR RAILROAD

COMPANY, a Michigan corporation, hereinafter for a like convenience called "the Ann Arbor."

WHEREAS, the Pere Marquette has constructed two side tracks at Alma, Michigan, viz.: one for the Gratiot County Gas Co. and one for Libby, McNeil & Libby, as indicated in red on the blue prints attached to "Exhibits A and B" respectively and made a part hereof. And the Ann Arbor Company has requested of the Pere Marquette permission to purchase a half interest in each of the said side tracks and to use the same jointly with the Pere Marquette, and

Recitals.

WHEREAS, in consideration of the agreements of the Ann Arbor herein contained, the Pere Marquette agrees to grant such request.

WHEREFORE, THIS WRITING WITNESSETH :

Covenants.

1. It is understood that the Pere Marquette shall furnish all of the materials and construct the said two side tracks according to the provisions of certain side track agreements of which "Exhibits A and B" are copies, and has made the Ann Arbor a party to each of the said side track agreements in consideration of this agreement.

P. M. to furnish material and construct two side tracks.

2. The Ann Arbor agrees to purchase of the Pere Marquette a one-half interest in each of the said two side tracks, for a sum equal to one-half of the actual cost thereof to the Pere Marquette, which sum the Ann Arbor agrees to pay to the first parties to the said side track agreements, namely the Gratiot County Gas Co. and Libby, McNeil & Libby, respectively, in accordance with the provisions of paragraph 12 of each of the said agreements (Exhibits "A" and "B").

A. A. to purchase a one-half interest.

3. The Pere Marquette shall maintain both of the said two side tracks and the cost of maintenance shall be borne one-half by each party; and the Ann Arbor agrees to promptly pay to the Pere Marquette all bills for maintenance presented to it in accordance with the terms hereof.

P. M. shall maintain both tracks and bill A. A. for one-half the expense.

4. The Ann Arbor in consideration of the Pere Marquette granting it the use of the said two side tracks serving the following industries at Alma, viz.: The Gratiot County Gas Company and Libby, McNeil & Libby, hereby grants to the Pere Marquette the use of such side tracks serving industries located upon the tracks of the Ann Arbor at Alma, which furnish railroad traffic amounting to as much as the traffic which moves to and from both the Gratiot County Gas Co. and Libby, McNeil & Libby, over said two side tracks via the lines of the Pere Marquette and the Ann Arbor.

A. A. to grant P. M. use of tracks originating as much traffic as moves from these two tracks.

Agreement dated June 30, 1903, for crossing of P. M. tracks is extended to cover these 2 tracks.

To terminate with agreement dated June 30, 1903.

Liability.

Receivers join in this agreement during Receivership.

5. The rights of the Ann Arbor to use certain crossing and track facilities at Alma, Michigan, for the purpose of reaching the plants of the Alma Cold Storage Co. and Alma Manufacturing Co., as set forth in a certain agreement between the Ann Arbor Railroad Company and the Pere Marquette Railroad Company, bearing date of June 30th, A. D. 1903, are hereby extended (paragraph 8 thereof excepted) to permit the use of the said two additional side tracks, viz.: of the Gratiot County Gas Company and Libby, McNeil & Libby, by the Ann Arbor; and all of the provisions of said agreement of June 30th, A. D. 1903, (paragraph 8 excepted) apply to the said two additional side tracks the same as if incorporated in this supplemental agreement, and the express provisions of said agreement shall govern (paragraph 8 excepted) when not inconsistent with the provisions of this supplemental agreement.

This supplemental agreement shall terminate with the said agreement dated June 30, 1903.

6. The following provisions shall govern the liability of the parties hereto with respect to damage, loss, or injury to persons or property:

(a) Employes of the Pere Marquette, when engaged in the maintenance of the said two side tracks, shall be deemed to be the joint employes of both parties insofar as concerns liability for their neglect or default, and each party shall bear the burden of any loss or damage which may be caused to its property or to persons or property in its charge through the neglect or default of such employes.

(b) Damages to persons or property by the trains, cars or engines or either party shall be borne by that party except when caused by the negligence of the sole employes of the other party hereto or by collision of the trains, cars or engines of the two parties hereto, they shall be borne and paid by that party whose sole employes were at fault.

(c) When it can not be determined which party is at fault or when it is probable that one party is as much at fault as the other, the damages shall be borne equally by the parties hereto.

7. The Receivers of the Pere Marquette Railroad Company join in this agreement for the sole purpose of expressing their assent and giving effect thereto and of obtaining all the benefits thereof during the continuance of the receivership. This agreement shall not be construed as a grant by the Receivers of any rights or privileges beyond the period of the receivership for the said Pere Marquette Railroad Company.

IN WITNESS WHEREOF, the parties hereto have executed this writing in duplicate, the day and year first above written. Execution.

PERE MARQUETTE RAILROAD COMPANY,

By (sgd.) FRANK H. ALFRED,

Its General Manager.

FRANK W. BLAIR, DUDLEY E. WATERS and

PAUL H. KING, Receivers of the Pere
Marquette Railroad Company,

By (sgd.) FRANK H. ALFRED,

Their General Manager.

ANN ARBOR RAILROAD COMPANY,

By (sgd.) A. W. TOWSLEY,

Its Vice-Pres. and Gen. Mgr.

AGREEMENT

between

LIBBY, McNEIL AND LIBBY
ANN ARBOR RAILROAD COMPANY

and

PERE MARQUETTE RAILWAY COMPANY

For Industrial Side Tracks Serving Libby, McNeil and Libby at
Alma, Michigan.

[Dated March 20, 1918.]

THIS AGREEMENT, made this 20th day of March, 1918, between Parties.
LIBBY, McNEIL & LIBBY, a corporation of the State of Maine, party
of the first part, the ANN ARBOR RAILROAD COMPANY, hereinafter
called the "Ann Arbor," party of the second part, and PERE MAR-
QUETTE RAILWAY COMPANY, hereinafter called the "Pere Marquette,"
party of the third part.

WITNESSETH:

1. Said parties have arranged for the construction of a side track Construction.
to the plant of the first party at Alma, Michigan, about 1285 feet in