

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

GRATIOT COUNTY GAS COMPANY,
By (Sgd.) C. F. BROWN,
President.

PERE MARQUETTE RAILROAD COMPANY,
By (Sgd.) FRANK H. ALFRED.

FRANK W. BLAIR, DUDLEY E. WATERS, PAUL H. KING,
Receivers of the Pere Marquette Railroad Company,
By (Sgd.) FRANK H. ALFRED.

ANN ARBOR RAILROAD COMPANY,
By (Sgd.) R. A. TOWSLY,
Its Vice-Pres. and Gen. Mgr.

SUPPLEMENTAL AGREEMENT

between

GRATIOT COUNTY GAS COMPANY
PERE MARQUETTE RAILWAY COMPANY
and
ANN ARBOR RAILROAD COMPANY

For Industrial Side Tracks Serving Gratiot County Gas Company at Alma, Michigan.

[Dated December 21, 1917.]

Parties.

SUPPLEMENTAL AGREEMENT, made this 21st day of December, A. D. 1917, between the GRATIOT COUNTY GAS COMPANY, a corporation of the State of Michigan, party of the first part, and the PERE MARQUETTE RAILWAY COMPANY, a Michigan corporation, hereinafter called "the Pere Marquette" and the ANN ARBOR RAILROAD COMPANY, a Michigan corporation, hereinafter called "the Ann Arbor," parties of the second part.

Recitals.

The first party has requested the second parties to relocate 264.5 feet of the present side track to its plant at Alma, Michigan, as indi-

cated by dotted green lines on the blue print attached hereto and made a part hereof to the location shown by dotted red lines on the said blue print, the easterly 124.5 feet of the said side track as relocated to be placed upon a trestle indicated by solid red lines on the said blue print for the convenience of the first party in receiving and shipping freight.

In consideration of the representations, promises and undertakings of the first party and upon the conditions and with the reservations hereinafter stated, the second parties hereby agree to comply with such request as soon as practicable after the execution of this agreement.

WHEREFORE this writing witnesseth:

1. The Pere Marquette shall furnish the necessary labor and material and relocate 264.5 feet of the said side track as aforesaid, it being understood that the material in the present side track shall be used in the relocation thereof. The trestle at the easterly end of said side track shall be constructed and maintained by and at the expense of the first party.

2. The said side track shall be relocated by the Pere Marquette substantially according to the blue print hereto attached, 123.5 feet or thereabouts being upon land owned or controlled by the first party, 73 feet or thereabouts being upon Elm Street, and 138 feet or thereabouts being upon land owned or controlled by the Pere Marquette.

3. The first party hereby agrees to pay to the Pere Marquette in advance of the relocation of the said side track as aforesaid the sum of Seventy-Five Dollars (\$75.00), the estimated cost of the work and in case the actual cost shall exceed said sum, it will on demand pay the balance of such cost to the Pere Marquette. The Pere Marquette agrees that in case the actual cost shall be less than said sum it will refund the difference to the first party.

4. It is agreed that each and all of the provisions (except Paragraph 12) of the side track agreement of June 19th, A. D. 1914, between the first party hereto, the Pere Marquette Railroad Company and Frank W. Blair, Dudley E. Waters and Paul H. King, as its Receivers, to whose rights and interests the Pere Marquette Railway Company, party hereto, has now succeeded, and the Ann Arbor Railroad Company, party hereto, relating to the side track to be relocated as herein provided shall apply to the said side track as relocated the same as if incorporated in this supplemental agreement and the express provisions of the said agreement shall govern when not inconsistent with the provisions of this supplemental agreement. This supplemental agreement

Covenants.

P. M. to relocate tracks.

Trestle to be constructed and maintained by applicant.

Location.

Applicant to advance estimated cost.

Provisions of agreement dated June 19, 1914, except paragraph 12 to apply.

Term.

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