ORIGINAL

G. C . & S. F. RY. CO'S SECRETARY'S CONTRACT NO. 4807-P

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GULF, COLORADO AND SANTA FE RAILWAY COMPANY

AND

HOUSTON BELT & TERMINAL RAILWAY COMPANY

--- oOo ---

SUPPLEMENTAL AGREEMENT

Relating to eliminating from lease Contract, Secy's No. 4807, between the GC&SF Ry. Co. and HB&T Ry. Co., 49,125 square feet of land sold August 11th, 1953, by GC&SF Ry. Co., to Askman Distributing Service, Inc.

Dated December 28, 1954.

SUPPLEMENTAL AGREEMENT entered into this 28th day of December, 1954, between GULF, COLORADO AND SANTA FE RAILWAY COMPANY, a Texas corporation, hereinafter referred to as "LESSOR", as First Party, and HOUSTON BELT & TERMINAL RAILWAY COMPANY, a Texas Corporation, hereinafter referred to as "LESSEE", as Second Party:

W I T N E S S E T H:

R E C I T A L S:

On July 1, 1907, the parties entered into an agreement (Lessor's Secretary's No. 4807) hereinafter referred to as "Original Lease", whereunder Lessor leased to Lessee, for a period of ninety-nine (99) years, certain property in the City of Houston, Harris County, Texas, said property being fully described in Original Lease.

Lessor herein conveyed to ASKMAN DISTRIBUTING SERVICE, INC., of the County of Harris, State of Texas, by Special Warranty Deed dated the 11th day of August, 1953, the following described portion of the property covered by the Original Lease, to-wit:

All that certain tract or parcel of land being a portion of Block No. 193 lying and being situated on the South side of Buffalo Bayou, within the corporate limits of the City of Houston, Harris County, Texas, more particularly described as follows:

Beginning at a point in the Northeasterly line of said Block No. 193, which is also the Southwesterly line of Congress Avenue, said point of beginning being 12.0 feet Southeasterly, measured along said Southwesterly line of Congress Avenue, from the North corner of said Block, as originally established, said point of beginning also being the Southeasterly corner of that certain 12-foot strip of land off the Northwest side of said Block No. 193 conveyed by Grantor herein to the City of Houston by deed dated September 16, 1946; thence Southeasterly, along and with the Northeasterly line of said Block No. 193, a distance of

196.5 feet to a point for corner; thence Southwesterly, parallel with and 208.5 feet perpendicularly distant Southeasterly from the Northwesterly line of said Block, as originally established, which is also the Southeasterly line of St. Emanuel Street, a distance of 250.0 feet, more or less, to a point in the Southwesterly line of said Block; thence Northwesterly along and with the Southwesterly line of said Block, which is also the Northeasterly line of Preston Avenue, a distance of 196.5 feet to the Southwesterly corner of said 12-foot strip of land heretofore conveyed to the City of Houston as above referred to; thence Northeasterly along and with the Southeasterly line of said 12-foot strip of land, parallel with and 12.0 feet Southeasterly from the Northwesterly line of said Block, which is also the Southeasterly line of St. Emanuel Street, as originally established, a distance of 250.0 feet, more or less, to the place of beginning, containing 49,125.00 square feet of land, more or less.

Because of said conveyance of the property above mentioned, the parties hereto desire to release from the terms of Original Lease the tract or parcel of land hereinabove described, and to correct certain discrepancies that have heretofore existed in the valuation base on which rental payments by Lessee herein are based.

A G R E E M E N T:

ARTICLE I

In consideration of the facts hereinabove set out in the Recitals hereof and of the premises, the parties hereto mutually agree as follows:

1. That, in supplements heretofore made to Original Lease, certain discrepancies have existed in the amount on which rental payments by Lessee are based, and it is the intention hereof to correct such discrepancies so as to show the correct valuation remaining in the Original Lease, the details of which are enumerated in statement dated August 10, 1953, attached hereto,

marked Exhibit "A" and made a part hereof.--

2. That as of the 11th day of August, 1953, the tract or parcel of land hereinabove described, be and the same is hereby eliminated from the properties described in Original Lease, to all intents and for all purposes, and the same shall not at any time thereafter be regarded or considered, for any purpose, as a part or parcel of the properties covered by Original Lease, and the interest rental base is hereby reduced from SEVEN HUNDRED FIFTY-THREE THOUSAND FOUR HUNDRED FORTY-EIGHT AND 28/100 DOLLARS ($753,448.28) to SEVEN HUNDRED FIVE THOUSAND THREE HUNDRED FIVE AND 78/100 DOLLARS ($705,305.78).

3. As herein and hereby supplemented and amended, the terms of Original Lease shall be, continue and remain in full force and effect and wholly unaffected hereby.

This Agreement, however, shall not become effective until assented to in writing in the form provided below by Chicago, Rock Island and Pacific Railroad Company; Fort Worth and Denver Railway Company; Guy A. Thompson, Trustee, The St. Louis, Brownsville and Mexico Railway Company, Debtor, (successor in interest to The St. Louis, Brownsville and Mexico Railway Company); Guy A. Thompson, Trustee, The Beaumont, Sour Lake & Western Railway Company, Debtor, (successor in interest to The Beaumont, Sour Lake & Western Railway Company) and The Hanover Bank, New York, the Trustee under the First Mortgage executed by Houston Belt & Terminal Railway Company dated July 1, 1937, to which reference is here made.

IN TESTIMONY WHEREOF, the parties hereto have executed this Supplemental Agreement on the day and year herein written.

GULF, COLORADO AND SANTA FE RAILWAY COMPANY

By R. S. Ryder

Its Vice President

ATTEST:

J. A. Manning

Secretary

HOUSTON BELT & TERMINAL RAILWAY COMPANY

By J. T. Alexander

President

ATTEST:

Secretary

APPROVED AS TO FORM

General Attorney

APPROVED AS TO DESCRIPTION

FOR CHIEF ENGINEER

FORM APPROVED

General Attorney

Approved as to form:
Fulbright, Crooker, Freeman, Bates & Jaworski
General Attorneys, H. B. & T. Ry. Co.

4 -

The foregoing Supplemental Agreement is hereby assented to and approved, this the 8 day of June, A. D. ~~1954~~ 1955.

CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY

ATTEST:

Secretary

By
Its EXECUTIVE VICE PRESIDENT

OK 38

FORT WORTH AND DENVER RAILWAY COMPANY

ATTEST:

Secretary

By
Its VICE PRESIDENT

Approved as to form:

Vice President and General Counsel

approved as to form:

GUY A. THOMPSON, TRUSTEE, THE ST. LOUIS, BROWNSVILLE AND MEXICO RAILWAY COMPANY, DEBTOR

By
Senior Executive Assistant

Approved as to Form:
Hutcheson, Taliaferro & Hutcheson

By
General Attorneys

GUY A. THOMPSON, TRUSTEE, THE BEAUMONT, SOUR LAKE & WESTERN RAILWAY COMPANY, DEBTOR

By
Senior Executive Assistant

THE HANOVER BANK, NEW YORK, as Trustee under First Mortgage of Houston Belt & Terminal Railway Company, dated July 1, 1937

ATTEST:

Asst. Secretary

By
Vice President

THE STATE OF ILLINOIS ◊
COUNTY OF COOK ◊

BEFORE me, the undersigned authority, on this day personally appeared R. G. RYDM, VICE President of GULF, COLORADO AND SANTA FE RAILWAY COMPANY, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this the 10 day of January, A. D. 1955.

George E. Anderson
Notary Public in and for Cook County, Illinois.

My Commission expires [illegible].

THE STATE OF TEXAS ◊
COUNTY OF HARRIS ◊

BEFORE me, the undersigned authority, on this day personally appeared J. T. ALEXANDER, President of Houston Belt & Terminal Railway Company, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this the 25th day of January, A. D. 1955.

[illegible] H. L. B.
Notary Public in and for Harris County, Texas

Subject: Lease - HB&T Railway Company - Houston -

Galveston, June 22, 1955
Ct 3693

Mr. Donoho:

Referring to your memorandum of May 13, 1954, files 7121-530-1 and 7121-527, regarding proposed supplemental agreement between the GC&SF and HB&T Railway Companies providing for a corrected balance in the interest rental base and providing for the elimination of certain property sold to Askmen Distributing Service, Inc.:

This supplement has now been executed on behalf of all concerned and I return herewith the Santa Fe Original. Will you kindly prepare the extra copies and forward papers to Secretary Manning for filing and distribution.

By copy hereof, I am asking Mr. Manning to furnish me with an additional copy of the supplement after it has been assigned a contract number, for transmittal to Mr. Tucker.

J. F. Cowley

cc Messrs. Lovely
Manning

Subject: Release from GC&SF Lease No. 4807 to HB&T of land sold to Askman Distributing Service, Inc. - Houston -

Galveston - October 6, 1955

7121-527

Mr. J. A. Manning:

Enclosed herewith for filing in your records is original of supplemental agreement between GC&SF Ry. Co. and HB&T Ry. Co. providing for corrected balance in the interest rental base and providing for the elimination of certain property sold to Askman Distributing Service, Inc., at Houston, Texas, by deed dated August 11, 1953 assigned GC&SF Sale No. 6131.

Also enclosed are nine extra copies of above supplemental agreement for distribution. In this connection please refer to Mr. Cowley's letter of June 22, in which he requests that an extra copy of the supplement bearing your contract number be sent to him for transmittal to Mr. Tucker.

W. T. Donoho

GAS/ed
encls.
cc: Mr. L. M. Olson
Mr. J. F. Lovely - D-113-76

Statement showing areas of Property sold at Houston whic

Value of Property leased to HB&T and shew
Tracks and other Facilities -

le No.	Acquir-ed-Deed No.	To or From	Date	Area	Parcel No.	Map No.	As Released from HB&T Lease: Area	Unit Val	Total	Balance Remaining in Lease	As Lea Area
597	-	City of Houston	2- 6-26	2620SF	Pt.7	S-4	Not Released			$769,529.50	2620SI
631	-	"	9- 9-28	17,190SF	"	"	"	"			17,190SI
				13,026SF	Pt.9	"	"	"		$769,529.50	13,026SI
365	-	Ln.Star Rf. Co.	5-31-40	885.3SF	Pt.9a	"	885.3SF	$.074336	$ -65.81		885.3SF
	17-105	"	"	898.4SF	21		838.4SF	.078495	+65.81		838.4SI
									00.00	769,529.50	
[illegible]		[illegible] HB&T	4-17-37	2300SF	Pt.8	S-5					2300SI
	17[illegible]	[illegible]	"	2300SF	26	"	Not Released			769,529.50	2300SI
984	-	[illegible] Light & Power Co.	1-11-45	3.495Ac	Pt.3	S-2	3.495Ac	$ 400.00	-1398.00	768,131.50	3.495A
999	-	"	11-1-45	0.624Ac	Pt.2	S-1	0.624Ac	50.00	-31.20		0.624A
"	-	"	"	0.665Ac	Pt.5	"	0.665Ac	50.00	-33.25		0.665A
									-64.45	768,067.05	
014	-	Damon Wells	4-2-46	21,857SF	Pt.7b	S-4	21,857SF	.074336	-1624.76	766,442.29	21,857
025	-	City of Houston	9-16-46	1200SF	Pt.23	S-5	1200SF	0.98	-1176.00		1200S
"	-	"	"	1800SF	Pt.24	"	1800SF	0.98	-1764.00		1800
									-2940.00	763,502.29	
071	-	Bemis Bros. Bag Co.	9- 1-48	20,839SF	Pt.8	S-7	20,839SF	0.20	-4167.80	759,334.49	20,83
068	-	Damon Wells	12-10-48	61,897SF	Pt.7c	S-4	61,897SF	0.20	-12,379.40	746,955.09	61,89

23 / 35-36

030

Contract No. 31924

GULF, COLORADO AND SANTA FE RAILWAY CO.

SECRETARY'S OFFICE

BETWEEN

HOUSTON BELT ~~and~~ TERMINAL

RAILWAY COMPANY

AND

Dated March 15, 1954

In Effect Jan. 1, 1954

Expires on Thirty days' notice

CANCELLED 12-31-83

BRIEF

TELEGRAPH and TELEPHONE

Wires on Santa Fe pole line between MP 19 plus 12 poles, and
~~MP 23 plus 16 poles,~~
MP 19 plus 12 poles and
MP 22 plus 8 poles,
~~MP 22 plus 16 poles and~~
MP 23 plus 5 poles,

at Houston, Texas.

Cards ✓ May 1954

(Form 721 Regular) SEE BACK

ORIGINAL

31924

Form 2173 Standard
(Approved by General Solicitor)

PERMISSION TO ATTACH TELEPHONE OR TELEGRAPH WIRES TO POLE LINE

AGREEMENT, Made this 15th **day of** March **, 19** 54

by and between GULF, COLORADO AND SANTA FE **RAILWAY COMPANY,**

a Texas corporation, party of the first part, hereinafter called the "Licensor," and HOUSTON BELT AND TERMINAL RAILWAY COMPANY, a Texas Corporation

hereinafter, whether one party or more, called the "Licensee," party of the second part:

WITNESSETH: That for and in consideration of the faithful performance by the Licensee of its covenants and agreements herein contained, the Licensor hereby consents to and permits the erection and/or maintenance, and operation by the Licensee, at its own expense, upon the terms and conditions herein set forth, of Number 9 gauge copper wires for telephone or telegraph transmission upon brackets or crossarms of the Licensor and on the poles owned by the Licensor as follows: Between Mile Post 19 plus 12 poles and Mile Post 23 plus 16 poles, 1108 attachments to crossarms @ 25¢ per annum per attachment; between Mile Post 19 plus 12 poles and Mile Post 22 plus 8 poles, 26.80 miles wire ~~@ $8.00 per annum per mile; between Mile Post 22 plus 16 poles and Mile Post 23 plus~~ 5 poles, 16 bracket attachments @ 20¢ per annum per attachment, Houston District, at Houston, Texas.

In consideration of the use of said poles the Licensee agrees:

1. To pay to the Licensor annually, in advance, as rental for the use of said poles, a rental charge of Four Hundred Ninety-four and 60/100 - - - - - - - - - - - - Dollars ($ 494.60).

2. To locate and at all times while this agreement is in force, maintain the wires in a manner satisfactory to the Licensor, subject to its standard regulations and in such manner as shall not conflict with its own use of said poles, nor interfere with the working or the use of its wires thereon.

3. That in the event of any construction, reconstruction or other work which will necessitate changes in the location of or disturb the wires of the Licensee, the Licensee shall either itself care for its wires during the period of such work, or if the Licensor shall care for such wires, the Licensee shall pay to the Licensor the cost properly chargeable to the Licensee on the basis of the number of wires so changed or disturbed.

The Licensee shall at any time at its own expense upon thirty (30) days' written notice from the Licensor, relocate, change, alter, improve, or renew its wires and fixtures on said poles in such manner as the Licensor may direct. The Licensee shall not at any time make any changes in the location of its attachments or wires without the written consent of the Licensor in each instance.

4. To at all times indemnify and save harmless the Licensor against and to pay in full all loss, damage or expense that the Licensor may sustain, incur, or become liable for, resulting in any manner from the construction, maintenance, use, state of repair, or presence of the wires of the Licensee upon said poles, including any such loss, damage or expense arising out of (a) loss of or damage to property, (b) injury to or death of persons, including any liability under workmen's compensation law or other similar law or under any plan for employees' benefits which the Licensor has or may adopt, (c) mechanics' or other liens of any character, or (d) taxes or assessments of any kind. Licensor shall not be liable for any damage, howsoever caused, to the wires and fixtures of the Licensee, whether due to negligence or otherwise.

5. That if at any time the Licensee shall fail or refuse to comply with or carry out any of the covenants herein contained the Licensor may at its election forthwith revoke this license.

6. That this license may be terminated at any time by either party hereto giving to the other thirty (30) days' written notice of its desire so to do. In the event of such or any other termination, the Licensee shall promptly remove its wires, together with insulators and fixtures, from said poles. If the same shall not be removed within sixty (60) days after the date of termination, the Licensor may, at its election either make such removal for the account and at the sole cost of the Licensee, or may take and hold such wires, insulators, and fixtures as its sole property. No termination hereof shall release the Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or such later date when said wires, insulators and fixtures may be removed, or the Licensor may take and hold such wires, insulators and fixtures as its sole property as in this Section 6 provided.

In case of such termination by the Licensor before the expiration of any year for which pole rental shall have been paid, then, and not otherwise, shall the Licensor refund to the Licensee the charge for pole rental for the unexpired portion of such year.

7. Any notice to be given by the Licensor to the Licensee hereunder shall be deemed to be properly served if the same be delivered to the Licensee, or if deposited in the postoffice, postpaid, addressed to the Licensee at Houston, Texas.

8. No use of the Licensor's poles, under this license, however extended, shall be taken as creating or vesting in the Licensee any ownership, property, or interest in said poles.

9. This license is personal to the Licensee, and said wires shall be used for the Licensee's telephone or telegraph business only, and shall not at any time be used in the transaction of any business competitive with the business of the Licensor.

10. In the event that the Licensee herein embraces two or more persons or corporations, all the covenants and agreements of the Licensee herein shall be the joint and several covenants and agreements of such persons or corporations.

IT IS MUTUALLY AGREED that this license shall be binding upon and inure to the benefit of the parties and their legal representatives and assigns, respectively, in the ownership or control of their general properties respectively, but the Licensee shall not assign, transfer, or sublet any privilege hereby granted without the written consent of the Licensor in each instance.

Nothing herein shall be construed as a guaranty to Licensee of permission from municipal authorities or property owners to use said poles of the Licensor.

It is expressly understood and agreed that the wires covered by this agreement, or any extensions to such wires, shall not be attached to poles or other supporting structures carrying open wire supply circuits or supply circuits in cable not having permanently grounded continuous metal sheath, the voltage or currents of which are in excess of those specified in the following table, unless such special electrical protection as may be designated by the Licensor is installed between the supply line and the telegraph line:

Kind of Circuit	Maximum Allowable Voltages or Currents
Constant Potential A. C.	5,000 volts between conductors (2,900 volts to neutral or ground)
Constant Potential D. C.	750 volts to ground
Constant Current A. C.	7.5 amperes

It is further mutually agreed that this agreement shall become effective on the 1st day of January, 1954, and cancels and supersedes GC&SF Secretary's Contract 19249.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in duplicate the day and year first above written.

Approved as to Form:

OMNigley
General Attorney

Approved as to Specifications:

J. L. Lee
~~Superintendent of~~ Communications. Mgr.

Approved as to Description:

M. Jackson
For Chief Engineer

ATTEST:

Secretary

Approved:
C. E. Murray.
Signal Engineer - HB&T Ry. Co.

GULF, COLORADO AND SANTA FE RAILWAY COMPANY.

By CA Robbins

Its Assistant General Manager

HOUSTON BELT AND TERMINAL RAILWAY COMPANY

By J T Alexander

Its President and General Manager

23-03

030

Contract No. 32828

GULF, COLORADO AND SANTA FE RAILWAY CO.

SECRETARY'S OFFICE

BETWEEN

HOUSTON BELT AND TERMINAL RAILWAY CO.

AND

Dated Sept. 1, 1955

In Effect Sept. 1, 1955

Expires on thirty days' notice

CANCELLED 12-31-83

BRIEF

TELEGRAPH and TELEPHONE

Transmission wire on Santa Fe pole line between MP 20 plus 15 poles and MP 23 plus 32 poles, Houston, Texas.

Cards JAN '56

(Form 721 Regular) SEE BACK

CONTRACT SECRETARY'S NO. 32828

Form 2173 Standard
(Approved by General Solicitor)

PERMISSION TO ATTACH TELEPHONE OR TELEGRAPH WIRES TO POLE LINE

AGREEMENT, Made this 1st day of September, 1955

by and between GULF, COLORADO AND SANTA FE RAILWAY COMPANY,

a Texas corporation, party of the first part, hereinafter called the "Licensor," and HOUSTON BELT AND TERMINAL RAILWAY COMPANY, a Texas corporation

hereinafter, whether one party or more, called the "Licensee," party of the second part:

WITNESSETH: That for and in consideration of the faithful performance by the Licensee of its covenants and agreements herein contained, the Licensor hereby consents to and permits the erection and/or maintenance, and operation by the Licensee, at its own expense, upon the terms and conditions herein set forth, of Two Number 9 gauge Copper wires for telephone or telegraph transmission upon ~~brackets or~~ crossarms of the Licensor and on the poles owned by the Licensor as follows: On pins 11 and 12 from Mile Post 20 plus 15 poles to Mile Post 23 plus 32 poles, underground cable pole, lateral 73-A, Houston, Texas, a distance of 3.60 miles or 7.20 wire miles at $8.00 per annum per wire mile.

In consideration of the use of said poles the Licensee agrees:

1. To pay to the Licensor annually, in advance, as rental for the use of said poles, a rental charge of Fifty-seven and 60/100 - Dollars ($ 57.60).

2. To locate and at all times while this agreement is in force, maintain the wires in a manner satisfactory to the Licensor, subject to its standard regulations and in such manner as shall not conflict with its own use of said poles, nor interfere with the working or the use of its wires thereon.

3. That in the event of any construction, reconstruction or other work which will necessitate changes in the location of or disturb the wires of the Licensee, the Licensee shall either itself care for its wires during the period of such work, or if the Licensor shall care for such wires, the Licensee shall pay to the Licensor the cost properly chargeable to the Licensee on the basis of the number of wires so changed or disturbed.

The Licensee shall at any time at its own expense upon thirty (30) days' written notice from the Licensor, relocate, change, alter, improve, or renew its wires and fixtures on said poles in such manner as the Licensor may direct. The Licensee shall not at any time make any changes in the location of its attachments or wires without the written consent of the Licensor in each instance.

4. To at all times indemnify and save harmless the Licensor against and to pay in full all loss, damage or expense that the Licensor may sustain, incur, or become liable for, resulting in any manner from the construction, maintenance, use, state of repair, or presence of the wires of the Licensee upon said poles, including any such loss, damage or expense arising out of (a) loss of or damage to property, (b) injury to or death of persons, including any liability under workmen's compensation law or other similar law or under any plan for employees' benefits which the Licensor has or may adopt, (c) mechanics' or other liens of any character, or (d) taxes or assessments of any kind. Licensor shall not be liable for any damage, howsoever caused, to the wires and fixtures of the Licensee, whether due to negligence or otherwise.

5. That if at any time the Licensee shall fail or refuse to comply with or carry out any of the covenants herein contained the Licensor may at its election forthwith revoke this license.

6. That this license may be terminated at any time by either party hereto giving to the other thirty (30) days' written notice of its desire so to do. In the event of such or any other termination, the Licensee shall promptly remove its wires, together with insulators and fixtures, from said poles. If the same shall not be removed within sixty (60) days after the date of termination, the Licensor may, at its election either make such removal for the account and at the sole cost of the Licensee, or may take and hold such wires, insulators, and fixtures as its sole property. No termination hereof shall release the Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or such later date when said wires, insulators and fixtures may be removed, or the Licensor may take and hold such wires, insulators and fixtures as its sole property as in this Section 6 provided.

In case of such termination by the Licensor before the expiration of any year for which pole rental shall have been paid, then, and not otherwise, shall the Licensor refund to the Licensee the charge for pole rental for the unexpired portion of such year.

7. Any notice to be given by the Licensor to the Licensee hereunder shall be deemed to be properly served if the same be delivered to the Licensee, or if deposited in the postoffice, postpaid, addressed to the Licensee at Houston, Texas.

8. No use of the Licensor's poles, under this license, however extended, shall be taken as creating or vesting in the Licensee any ownership, property, or interest in said poles.

9. This license is personal to the Licensee, and said wires shall be used for the Licensee's telephone or telegraph business only, and shall not at any time be used in the transaction of any business competitive with the business of the Licensor.

10. In the event that the Licensee herein embraces two or more persons or corporations, all the covenants and agreements of the Licensee herein shall be the joint and several covenants and agreements of such persons or corporations.

IT IS MUTUALLY AGREED that this license shall be binding upon and inure to the benefit of the parties and their legal representatives and assigns, respectively, in the ownership or control of their general properties respectively, but the Licensee shall not assign, transfer, or sublet any privilege hereby granted without the written consent of the Licensor in each instance.

Nothing herein shall be construed as a guaranty to Licensee of permission from municipal authorities or property owners to use said poles of the Licensor.

It is expressly understood and agreed that the wires covered by this agreement, or any extensions to such wires, shall not be attached to poles or other supporting structures carrying open wire supply circuits or supply circuits in cable not having permanently grounded continuous metal sheath, the voltage or currents of which are in excess of those specified in the following table, unless such special electrical protection as may be designated by the Licensor is installed between the supply line and the telegraph line:

Kind of Circuit	Maximum Allowable Voltages or Currents
Constant Potential A. C.	5,000 volts between conductors (2,900 volts to neutral or ground)
Constant Potential D. C.	750 volts to ground
Constant Current A. C.	7.5 amperes

It is further mutually agreed that this agreement shall become effective on the 1st day of September, 1955.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in duplicate the day and year first above written.

H. P. Weidner

Approved as to Specifications:

J. L. Lee
[redacted]Communications. Mgr.

APPROVED AS TO FORM
General Attorney

Approved as to Execution:
H. L. Sandel

GULF, COLORADO AND SANTA FE RAILWAY COMPANY.

By Ino. Lon

Its Vice President and Gen. Manager

HOUSTON BELT AND TERMINAL RAILWAY COMPANY

By J. Alexander

Its President & General Manager

GL 33788

THIS AGREEMENT is entered into between GULF, COLORADO AND SANTA FE RAILWAY COMPANY, hereinafter referred to as "Santa Fe", FORT WORTH AND DENVER RAILWAY COMPANY, CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY, and Guy A. Thompson, Trustee of THE BEAUMONT, SOUR LAKE & WESTERN RAILWAY COMPANY, THE ST. LOUIS, BROWNSVILLE AND MEXICO RAILWAY COMPANY, INTERNATIONAL-GREAT NORTHERN RAILROAD COMPANY and SUGAR LAND RAILWAY COMPANY, Debtors, to permit Santa Fe to discontinue use of the Crawford Street freight station of the Houston Belt and Terminal Railway Company, hereinafter referred to as "Belt", at Houston, Texas, for truck-handled LCL freight. It is agreed that:

1. Santa Fe is hereby given the right, subject to similar rights being given to each of the other parties hereto, to discontinue the use of the Belt Crawford Street freight station and the services of the Belt for the handling of LCL freight arriving at or departing from Houston by highway truck, it being understood that any LCL freight handled by Santa Fe, or any other parties hereto who may exercise such right, into or out of Houston in railroad cars will continue to move through the Crawford Street and/or Settegast Yard freight station and be handled by Belt as the agent of such party as in the past. All carload freight of Santa Fe and such other party will likewise continue to be handled by Belt as its agent.

2. Santa Fe and any other parties hereto who may exercise th rights herein given will continue to pay its or their user basis proportion as fixed from time to time by the Belt of (1) the

Crawford Street warehouse expense, and (2) the Crawford Street freight station office expense.

3. The parties hereto using the Settegast Yard freight station of the Belt for the handling of their LCL freight shall have the right, if they so elect, to discontinue the services of the Belt in the preparation, handling and accounting of and for way bills, freight bills, OS&D's, and other clerical work and in the inspection of freight at the Belt Crawford Street freight station and/or the Belt Settegast Yard freight station.

4. Santa Fe and such of the other parties hereto as shall have exercised the rights given in Paragraphs 1 and 3 hereof shall indemnify each of the other parties hereto and the Belt from and against any expense arising out of claims of Belt employees resulting from the discontinuance of the use of the Belt Crawford Street and Settegast Yard freight stations and the services of the Belt as herein provided.

5. This agreement shall extend for a period of four years and eleven months from the date of its execution and thereafter, if not then terminated, shall continue in effect subject to cancellation by any one of the parties upon giving six months' advance notice in writing to the other parties executing this contract.

The Beaumont, Sour Lake & Western Railway Company, The St. Louis, Brownsville and Mexico Railway Company, International-Great Northern Railroad Company, and Sugar Land Railway Company and each, pursuant to Section 77 of the Bankruptcy Act approved March 3, 1933, is now in process of reorganization and each is being operated by the undersigned Trustee, under jurisdiction of the United States District Court, Eastern Division, Eastern District of Missouri, and upon the date that ownership or control of each railroad and property of each railroad company by said Trustee, or successor Trustee or Trustees, shall cease, this agreement shall ipso facto terminate, unless pursuant to the decree of the said Court, said agreement shall be continued in effect by the party succeeding to such ownership or control of each of said railroads.

This agreement is executed in seven counterparts on July 7, 1955.

GULF, COLORADO AND SANTA FE RAILWAY COMPANY

By: R S Ryding
Its Vice President

FORT WORTH AND DENVER RAILWAY COMPANY

By: R Wright Armstrong
Its VICE-PRESIDENT

CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY

By: D B Jenks
Its EXECUTIVE VICE PRESIDENT

GUY A. THOMPSON, TRUSTEE OF EACH:

(1) THE BEAUMONT, SOUR LAKE & WESTERN RAILWAY COMPANY, Debtor.
(2) THE ST. LOUIS, BROWNSVILLE AND MEXICO RAILWAY COMPANY, Debtor.
(3) INTERNATIONAL-GREAT NORTHERN RAILROAD COMPANY, Debtor.
(4) SUGAR LAND RAILWAY COMPANY, Debtor.

By: T E Bates
~~Senior Executive Assistant~~

APPROVED AS TO FORM
D M Wrigley
General Attorney

AES
FORM APPROVED
L W Butterfield
General Attorney

On motion duly made, seconded and carried, it was

RESOLVED, That the minutes of annual meeting held November 10, 1954, also special meetings held February 2, 1955 and July 7, 1955, of the Board of Directors of Houston Belt & Terminal Railway Company, as recorded by the Secretary be and they are in all things approved.

ELECTION OF OFFICERS

On motion duly made and seconded the following officers were unanimously elected for the ensuing year:

Mr. J. T. Alexander	President and General Manager
Mr. K. M. Fogg	Vice President
Mr. F. E. Bates	Vice President
Mr. A. B. Higgins	Secretary and Treasurer
Mr. O. J. Heatly	Asst. Secretary and Asst. Treasurer
Fulbright-Crooker-Freeman-Bates & Jaworski	General Attorneys
Mr. R. T. Chambers	Auditor
Mr. H. L. Sandel	Chief Engineer
Mr. W. A. Little	Industrial Commissioner
Mr. W. J. Riley	Purchasing Agent

ELECTION OF EXECUTIVE COMMITTEE

On motion duly made and seconded the following were unanimously elected members of the Executive Committee for the ensuing year.

Mr. F. E. Bates, representing The Beaumont, Sour Lake and Western Railway Company

Mr. E. C. Sheffield, representing The St.Louis,Brownsville and Mexico Railway Company

Mr. K. M. Fogg, representing Gulf, Colorado and Santa Fe Railway Company

Mr. John M. Spann, representing Chicago,Rock Island & Pacific Railroad Company

Mr. R. Wright Armstrong, representing Fort Worth & Denver Railway Company

RESOLUTION AUTHORIZING THE EXECUTION OF SUPPLEMENTAL AGREEMENT OF NOVEMBER 9, 1955 TO THE 1948 OPERATING AGREEMENT

On motion duly made, seconded and unanimously carried it was

RESOLVED, That the form of Supplemental Agreement of November 9, 1955 to the 1948 HB&T Operating Agreement, between this Company and the Using Lines of this Company, covering the lease of certain I-GN properties to the HB&T Railway Company, be and the same is hereby approved,and that the President of this Company be and he is hereby authorized and directed to execute said Supplemental Agreement on behalf of, and in the name of this Company.

SUPPLEMENTAL AGREEMENT

to

1948 HB&T OPERATING AGREEMENT

between

HOUSTON BELT & TERMINAL RAILWAY COMPANY

CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY

FORT WORTH AND DENVER RAILWAY COMPANY

GULF, COLORADO AND SANTA FE RAILWAY COMPANY

and

GUY A. THOMPSON
as Trustee of the properties of

THE BEAUMONT, SOUR LAKE & WESTERN RAILWAY COMPANY

THE ST. LOUIS, BROWNSVILLE AND MEXICO RAILWAY COMPANY

INTERNATIONAL-GREAT NORTHERN RAILROAD COMPANY

and

SUGAR LAND RAILWAY COMPANY

Dated as of________________, 1955

SUPPLEMENTAL AGREEMENT, made as of ______________,
1955, between HOUSTON BELT & TERMINAL RAILWAY COMPANY (Belt), CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY (Rock Island), FORT WORTH AND DENVER RAILWAY COMPANY (Denver), GULF, COLORADO AND SANTA FE RAILWAY COMPANY (Santa Fe), and GUY A. THOMPSON, as Trustee of the properties of (1) THE BEAUMONT, SOUR LAKE & WESTERN RAILWAY COMPANY (Beaumont or Beaumont Trustee), (2) THE ST. LOUIS, BROWNSVILLE AND MEXICO RAILWAY COMPANY (Brownsville or Brownsville Trustee), (3) INTERNATIONAL-GREAT NORTHERN RAILROAD COMPANY (I-GN or I-GN Trustee), and (4) SUGAR LAND ~~RAILWAY~~ COMPANY (Sugar Land or Sugar Land Trustee), the above-named Railroads being hereinafter sometimes referred to by the terms in parentheses immediately following their respective names;

WHEREAS, the parties named above, or their predecessors, executed or caused to be executed as of November 15, 1948, a certain written agreement, hereinafter referred to as the "Operating Agreement", for the purpose of unifying the Houston terminal facilities and operations of the parties thereto;

WHEREAS, Section 1.4 of said agreement provided for the leasing of certain I-GN property to the Belt by an instrument substantially in the form annexed thereto as "Exhibit C", and briefly described the real estate and other fixed physical property to be included in said lease, therein and hereinafter referred to as "Leased Properties";

WHEREAS, said lease annexed to Operating Agreement as "Exhibit C" was duly executed by Guy A. Thompson as Trustee, International-Great Northern Railroad Company, Debtor, and by F. E. Bates and J. P. Cowley as

Vice Presidents of Houston Belt & Terminal Railway Company, all as of June 1, 1950, and said lease fully describes the real estate and other fixed physical property covered thereby and sets forth its terms, conditions, and limitations;

WHEREAS, I-GN owns certain additional real estate and physical property which are located within the limits of the Leased Properties as described in the Operating Agreement, but which were excluded from or not included in the Operating Agreement nor in "Exhibit C" thereof;

WHEREAS, Belt desires to lease from I-GN a portion of said additional real estate and physical property, and I-GN desires to lease to Belt said portion of said additional real estate and physical property, hereinafter described, upon the terms and conditions hereinafter set forth and which are acceptable to the parties hereto;

NOW, THEREFORE, it is agreed between the parties hereto:

(1) That the Belt shall lease from the I-GN, and the I-GN shall lease to the Belt, by an instrument substantially in the form annexed hereto as "Supplemental Exhibit C", hereinafter referred to as "Supplemental I-GN Lease", and upon the terms and conditions therein contained, the real estate and physical property described therein, which real estate and physical property are owned by the I-GN and are located within the limits of the Leased Properties as described in the Operating Agreement, but which were excluded from or not included in the Operating Agreement, nor in "Exhibit C" thereof;

(2) That, for the reason that those three certain tracks owned by the I-GN and herein and elsewhere identified as I.C.C. Number 142-A,

I.C.C. Number 142-Q, and I.C.C. Number 143-B, are, under the terms of Supplemental I-GN Lease, now to be leased by the I-GN to the Belt, the I-GN is hereby relieved of the necessity of retiring said three tracks, the removal of which was required under the provisions of said Operating Agreement and "Exhibit C" thereof;

(3) That the sum of $2,640.00 is to be added to the Basic Valuation as defined in Section 1.4 of the Operating Agreement and established in covenant titled "Second" in "Exhibit C" thereof, in the manner and for the reasons set out in paragraph numbered (6) in said Supplemental I-GN Lease;

(4) That the Operating Agreement and "Exhibit C" thereof were intended to include, and shall be construed as having included, the following described trackage and land, and it is confirmed that the value of said trackage and land was included in the Basic Valuation as defined in Section 1.4 of said Operating Agreement and established in covenant titled "Second" in "Exhibit C" thereof;

(a) The Magnolia Park connecting track, I.C.C. Number 241-232, extending Westerly and Southerly a distance of approximately 1,108 feet from its Northerly point of switch in the track formerly serving as the main line of I-GN Valuation Section Number 4-C to its Southerly point of switch in track I.C.C. Number 233; also so much of the Southerly portion of said track I.C.C. Number 233 as may be required to afford a proper connection between said Southerly end of track I.C.C. Number

241-232 and the track formerly serving as the main line of I-GN Valuation Section Number 2, said required portion of said track I.C.C. Number 233 being approximately 62 feet in length.

(b) A 20-foot strip of land, lying 10 feet on each side of that portion of said track I.C.C. Number 241-232 located within the boundaries of that certain 8.35-acre tract described under "4-The Commerce Avenue Mechanical Facilities shown on Map Exhibit 4" under "Schedule of Excepted Properties" attached to "Exhibit C" of the Operating Agreement.

The above-described trackage and land are located as shown by broken orange line and by broken orange outline, respectively, on map attached to the annexed Supplemental I-GN Lease as "Exhibit No. 5-Sup.", and signed, for identification, by the Chief Engineers of the Gulf, Colorado and Santa Fe Railway Company, the Chicago, Rock Island and Pacific Railroad Company, and the Fort Worth and Denver Railway Company, and by the Assistant Chief Engineer of The Beaumont, Sour Lake & Western Railway Company, The St. Louis, Brownsville and Mexico Railway Company, and the International-Great Northern Railroad Company.

This agreement is executed by Guy A. Thompson as Trustee of the debtor companies comprising each the Beaumont, Brownsville, I-GN and Sugar Land under authority of an Order of the United States District Court for the Eastern District of Missouri, Eastern Division, in proceedings under Section 77 of the Bankruptcy Act, as amended, entitled "In the

Matter of Missouri Pacific Railroad Company, Debtor, In Proceedings for the Reorganization of a Railroad, No. 6935", and all his duties and obligations herein provided for are as such Trustee and not individually; and said agreement shall bind and inure to the benefit of any successor trustee or trustees of the railways and properties of, respectively, Beaumont, Brownsville, I-GN, and Sugar Land, hereafter appointed in the aforesaid Reorganization Proceedings, and, upon termination of said trusteeship, the person or corporation acquiring the railways and properties of said respective debtor companies, whether by purchase, dismissal of the Reorganization Proceedings, or pursuant to a plan of reorganization, or otherwise, shall be and become entitled to the benefits of and bound by all the terms and provisions of this agreement applicable to any such debtor company.

IN WITNESS WHEREOF, the parties hereto have duly executed or caused duly to be executed this agreement as of the day and year first herein written.

HOUSTON BELT & TERMINAL RAILWAY COMPANY

ATTEST:

By ______________________________
President

____
Secretary

CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY

ATTEST:

By ______________________________
President

____
Secretary

FORT WORTH AND DENVER RAILWAY COMPANY

ATTEST:

By ______________________
President

____
Secretary

GULF, COLORADO AND SANTA FE RAILWAY COMPANY

ATTEST:

By ______________________
President

____
Secretary

____
Trustee of Each:

WITNESSES:

____

____

(1) THE BEAUMONT, SOUR LAKE & WESTERN RAILWAY COMPANY, DEBTOR
(2) THE ST. LOUIS, BROWNSVILLE AND MEXICO RAILWAY COMPANY, DEBTOR
(3) INTERNATIONAL-GREAT NORTHERN RAILROAD COMPANY, DEBTOR
(4) SUGAR LAND RAILWAY COMPANY, DEBTOR

SUPPLEMENTAL EXHIBIT C -

SUPPLEMENTAL I-GN LEASE

THIS SUPPLEMENTAL AGREEMENT OF LEASE, made as of this ______ day of ____________ 1955, by and between GUY A. THOMPSON, TRUSTEE, INTERNATIONAL-GREAT NORTHERN RAILROAD COMPANY, DEBTOR, hereinafter called "I-GN", and HOUSTON BELT & TERMINAL RAILWAY COMPANY, a corporation created and existing under the laws of the State of Texas, hereinafter called "Belt";

WITNESSETH:

WHEREAS, Houston Belt & Terminal Railway Company, Chicago, Rock Island and Pacific Railroad Company, Fort Worth and Denver Railway Company, Gulf, Colorado and Santa Fe Railway Company, and Guy A. Thompson, as Trustee of the properties of (1) The Beaumont, Sour Lake & Western Railway Company, (2) The St. Louis, Brownsville and Mexico Railway Company, (3) International-Great Northern Railroad Company, and (4) Sugar Land Railway Company, are now operating under the terms of a certain written agreement, hereinafter referred to as the "Operating Agreement", executed by them or their predecessors as of November 15, 1948, for the purpose of unifying the Houston terminal facilities and operations of the parties thereto;

WHEREAS, a written Agreement supplemental thereto between the same parties and hereinafter referred to as "Supplemental Agreement", was entered into as of ______________, 1955, to which this Supplemental I-GN Lease is attached as "Supplemental Exhibit C", and said Supplemental Agreement provided for the leasing to the Houston Belt & Terminal Railway

Company by Guy A. Thompson, Trustee, International-Great Northern Railroad Company, Debtor, of certain real estate and physical property owned by I-GN and located within the limits of the Leased Properties as described in the Operating Agreement, but which were excluded from or not included in the Operating Agreement nor in "Exhibit C" thereof;

WHEREAS, the purposes of this Supplemental I-GN Lease are, first, the fulfillment of said lease as provided for in said Supplemental Agreement, and, second, the addition of $2,640.00, as provided for hereinafter under paragraph (6), to the Basic Valuation as defined in Section 1.4 of the Operating Agreement and established in covenant titled "Second" in "Exhibit C" thereof;

NOW, THEREFORE, for the same considerations set forth in the Operating Agreement and in "Exhibit C" thereof, I-GN has let, leased and demised, and by these presents does let, lease and demise unto Belt, the following-described real estate and fixed physical property in Houston, Harris County, Texas, upon the same terms, conditions, and limitations, as those contained in said Operating Agreement and in said "Exhibit C" thereof, except as stated to the contrary herein, and to the same effect as though included in said Operating Agreement and in said "Exhibit C" thereof, except as stated to the contrary herein:

(Item 1). Thirteen tracks, herein and elsewhere identified as I.C.C. Numbers 142-G - 142-M, 143-B, 142-Q, 142-A, 245, 246, 247, 248, 252, 255, 261, 265, and 270, all as described in greater detail on inventory signed by the Chief Engineers of the Gulf, Colorado and Santa Railway Company, the Chicago, Rock Island and Pacific Railroad Company, and the Fort Worth and Denver Railway Company, and by the Assistant Chief Engineer of The Beaumont, Sour Lake & Western Railway Company and The St. Louis, Brownsville and Mexico Railway Company, all in acceptance for Lessee herein, and by the Assistant Chief Engineer of the International-Great Northern Railroad Company in acceptance for Lessor herein, a copy of said inventory being attached hereto and identified as "Exhibit No. 1-Sup."; the locations of said tracks are shown by green lines on two maps attached hereto as "Exhibit No. 2-Sup." and "Exhibit No. 3-Sup.", which Exhibits are more fully identified below.

— (Item 2). Two parcels of land, adjacent to Percival Yard, both of which were specifically excluded from the Operating Agreement and from "Exhibit C" thereof, and shown on Map Exhibit No. 3 thereof, and which were described by metes and bounds under Item 3 in the "Schedule of Excepted Properties" attached to said Operating Agreement and to said "Exhibit C", as follows:

> Parcel No. 1: All that certain tract or parcel of land in the J. T. Harrell Survey, Abstract No. 329, Harris County, Texas, and formerly being a part of the Seligman Addition, in said Survey. Said tract or parcel of land being more particularly described by metes and bounds as follows: Commencing at the intersection of the center line of the International-Great Northern Railroad Company main track with the northerly line of Hirsch Street; said point being I.C.C. Chaining Station 7732/63.7; thence easterly, along the north line of Hirsch Street 51 feet to a point 50 feet distant, at right angles from the center line of said main track for the Point of Beginning; thence continuing easterly, from said Point of Beginning, along the northerly line of Hirsch Street, a distance of 220 feet, more or less, to a point for corner; thence northerly, at right angles, a distance of 250 feet; thence westerly, at right angles, a distance of 50 feet to a point for corner; thence northerly, at right angles, a distance of 340 feet to a point for corner;

thence westerly, at right angles, a distance of 296 feet, more or less, to a point for corner; said point being 50 feet distant, at right angles, from the center of said railroad main track; thence southerly, 50 feet from and parallel with the center line of said main track, a distance of 600 feet to the point of beginning, and containing 3.45 acres, more or less.

Parcel No. 2: All that certain tract or parcel of land in the J. S. Collins Survey, Abstract 195, Harris County, Texas, and being a part of that certain 7.137-acre tract of land described in Deed to the International-Great Northern Railroad Company, dated March 28, 1924 and recorded in Volume 557, Page 193 of the Deed Records of Harris County, Texas; said tract or parcel of land being more particularly described by metes and bounds as follows: Commencing at the intersection of the center line of the International-Great Northern Railroad Company main track, with the Southerly line of Hirsch Street; said point being at I.C.C. Chaining Station 7733/45; thence easterly along the southerly line of Hirsch Street, a distance of 142.85 feet to the point of beginning; thence continuing easterly along the southerly line of Hirsch Street, from said Point of beginning, a distance of 115 feet to a point for corner; thence south 11 degrees twenty-one minutes east, along said Railroad Company easterly property line, a distance of 735 feet to a point for corner; thence north twenty-one degrees thirty-nine minutes west, a distance of 621.75 feet to a point for corner; thence north 11 degrees thirty-nine minutes west, a distance of 150 feet to the Point of Beginning, and containing 1.13 acres, more or less.

The above-described two parcels of land are located as shown by green outline on map attached hereto as "Exhibit No. 2-Sup.", and signed, for identification, by the Chief Engineers of the Gulf, Colorado and Santa Fe Railway Company, the Chicago, Rock Island and Pacific Railroad Company, and the Fort Worth and Denver Railway Company, and by the Assistant Chief Engineer of the Beaumont, Sour Lake & Western Railway Company, The St. Louis, Brownsville and Mexico Railway Company, and the International-Great Northern Railroad Company.

(Item 3). Two parcels of land in or adjacent to the central portion of former I-GN Congress Avenue Yard, both of which two parcels were specifically excluded from the Operating Agreement and from "Exhibit C" thereof, and shown on Map Exhibit No. 5 thereof, and which were described by metes and bounds under Item 5 in the "Schedule of Excepted Properties" attached to said Operating Agreement and to said "Exhibit C", as follows:

> Parcel No. 1: All that certain tract or parcel of land in Block 56 of the S. M. Williams Survey and being a part of what is known as Congress Avenue Yard, said tract or parcel of land being more particularly described by metes and bounds as follows: Commencing at the intersection of the south property line of the International-Great Northern Railroad Company, being also the north property line of the GH&H Railroad Company, and the west right-of-way line of the (SA&AP) T&NO Railroad Company; said point being 25 feet distant, northeasterly, along said T&NO west right-of-way line produced from the center of the old GH&H main track, and 25 feet distant, at right angles westerly from the center of said T&NO railway; thence northeasterly, along said T&NO Railroad Company west right-of-way line, a distance of 30 feet to the Point of Beginning; thence westerly, a distance of 361.4 feet to a point 50 feet distant, northeasterly at right angles from the center line of the I-GN main track; thence northwesterly, along a curve, and 50 feet from the centerline of said I-GN main track, a distance of 731.1 feet, to a point 100 feet distant northeasterly, at right angles, from the I-GN westerly property line; thence northwesterly, 100 feet from and parallel with said I-GN westerly property line to Engineer Chaining Station 7966/00, and continuing this same course, in a straight line, a total distance of 1343 feet to a point 15 feet distant southwesterly, at right angles, from the center of track I.C.C. No. 243; thence southeasterly, in the same general direction as said track No. 243, in a straight line, a distance of 881.2 feet, to a point 15 feet distant, at right angles, from the point of switch of track I.C.C. No. 269; thence

southeasterly, at an angle of 2 degrees thirty-two minutes to the left from the last-described course, a distance of 419.3 feet to a point 15 feet distant westerly, at right angles, from the center of track I.C.C. No. 269-A; thence southerly 15 feet from and parallel with the center line of said track I.C.C. No. 269-A, a distance of 700 feet to a point in the northwesterly line of that certain tract of 2.58 acres described as "1st Tract" in a Deed to the I-GN Railroad Company, from the GH&H Railroad Company, dated August 22, 1940, and recorded in Volume 1181, Page 225, of the Deed Records of Harris County, Texas; thence northeasterly along the northwesterly line of said 2.58 acre tract, a distance of 70 feet to the northwesterly corner of said tract; thence southeasterly along the northeast line of said 2.58 acre tract a distance of 249 feet to a point in the westerly line of the T&NO right-of-way; thence southerly along said right-of-way line, a distance of 362 feet to the point of beginning, and containing 13.73 acres, more or less.

Parcel No. 2: Being all that certain tract or parcel of land, described as "2nd Tract" in Deed to the I-GN Railroad Company, from the GH&H Railroad Company, dated August 22, 1940, and recorded in Volume 1181, Page 225, Deed Records of Harris County, Texas, and containing 1.59 acres, more or less.

The above-described two parcels of land are located as shown by green outline on map attached hereto as "Exhibit No. 3-Sup.", and signed, for identification, by the same Chief Engineers and Assistant Chief Engineer and in the same manner as "Exhibit No. 2-Sup.", described under Item 2, above. I-GN excludes herefrom and reserves the right to remove, at any time, all tracks or portions of tracks shown on Map Exhibit No. 5 of the Operating Agreement as being located on the land described above under Item 3, and also excludes herefrom and reserves the right to remove, at any time, those portions of such excluded tracks located on land immediately adjoining the land described above under Item 3 (which adjoining land is included in the Operating Agreement and "Exhibit C" thereof), such portions of such excluded tracks located on said adjoining land being shown by broken lines on Map Exhibit No. 5 of the Operating Agreement; the above exclusions and reservations do not apply to tracks herein and elsewhere identified as I.C.C. Numbers 245, 246, 247, 248, 252, 255, 261, 265, and 270, which nine tracks are among those referred to under Item 1 hereof as being hereby leased by I-GN to Belt.

(Item 4). An irregular parcel of land in Houston, Harris County, Texas, fronting on the Southwest line of Commerce Street Northwest of St. Charles Street, being a portion of an 8.35-acre parcel which was specifically excluded from the Operating Agreement and from "Exhibit C" thereof, and shown on map Exhibit No. 4 thereof, said 8.35-acre tract being described by metes and bounds under Item 4 in the "Schedule of Excepted Properties" attached to said Operating Agreement and to said "Exhibit C"; the portion hereby let, leased, and demised being more particularly described by metes and bounds as follows, to-wit:

Beginning at a point which is 10 feet radially distant Northerly from the center line of Track I.C.C. No. 241-232 and in the Southwesterly property line of Commerce Street;

Thence Northwesterly, along said Southwesterly property line of Commerce Street, a distance of 150 feet to a point;

Thence Southwesterly, at right angles to said Southwesterly property line of Commerce Street, a distance of 256 feet to a point which is 10 feet radially distant Northwesterly from said center line of said track I.C.C. No. 241-232;

Thence Northeasterly and Easterly, concentric with and 10 feet radially distant Northwesterly and Northerly from said center line of said Track I.C.C. No. 241-232, a distance of 307 feet, more or less, to the point of beginning;

Containing 12,030 square feet, more or less.

The above-described leased parcel is located as shown by green outline on map attached hereto as "Exhibit No. 4-Sup.", and signed, for identification, by the same Chief Engineers and Assistant Chief Engineer and in the same manner as "Exhibit No. 2-Sup.", described under Item 2, above.

It is agreed, for all purposes hereof, that:

(1) The value of track I.C.C. Number 142-G - 142-M, identified under Item 1, above, and covered by this Supplemental I-GN Lease, is $2,729.04; the total value of the remaining twelve tracks identified under Item 1, above, and covered by this Supplemental I-GN Lease, is $97,011.84;

(2) The value of the parcel of land described as Parcel No. 1 under Item 2, above, and covered by this Supplemental I-GN Lease, is $2,070.00, and the value of the parcel of land described as Parcel No. 2 under Item 2, above, and covered by this Supplemental I-GN Lease, is $678.00;

(3) The value of the parcel of land described as Parcel No. 1 under Item 3, above, and covered by this Supplemental I-GN Lease, is $239,231.60, and the value of the parcel of land described as Parcel No. 2 under said Item 3, above, and covered by this Supplemental I-GN Lease, is $27,704.00;

(4) The value of the parcel of land described under Item 4, above, and covered by this Supplemental I-GN Lease, is $10,225.50;

(5) The effective dates of the leasing of the properties identified above as being included herein shall be:

(a) Track I.C.C. Number 142-G - 142-M, identified under Item 1; Parcels Nos. 1 and 2 of Item 2; and Parcel No. 2 of Item 3 - effective as of January 5, 1953;

(b) The remaining twelve tracks identified under Item 1; and Parcel No. 1 of Item 3; and Item 4 - effective as of June 1, 1950;

(6) As shown by the records of the I-GN and the Belt, the I-GN has paid the sum of $2,640.00 in exchange for a deed dated June 23, 1952, clearing title to that certain 7.137-acre tract of land owned by the I-GN and leased to the Belt, partially under the terms of "Exhibit C" of the Operating Agreement and partially as Parcel No. 2, Item 2, herein, said 7.137-acre tract being identified as Parcel No. 11 on map numbered S-37-A which was furnished to the New Proprietary Lines and to the parties hereto in compliance with Section 1.4 of the Operating Agreement. The above clearing of title was essential to the full and complete use of said 7.137-acre tract by the Belt, and it is therefore further agreed that said sum of $2,640.00 shall, effective as of May 8, 1953, be added to the Basic Valuation as defined in Section 1.4 of the Operating Agreement and established in covenant titled "Second" in "Exhibit C" thereof;

This agreement of lease is executed by Guy A. Thompson, as Trustee of International-Great Northern Railroad Company, Debtor, under authority of an order of the United States District Court for the Eastern District of Missouri, Eastern Division, in proceedings under Section 77 of the Bankruptcy Act entitled "In the Matter of Missouri Pacific Railroad Company, Debtor, In Proceedings for the Reorganization of a Railroad, No. 6935", and all his duties and obligations herein provided for are as such Trustee and not individually; and said agreement of lease shall bind and inure to the benefit of any successor trustee or trustees of the railways and properties of the International-Great Northern Railroad Company, Debtor, hereafter appointed in the aforesaid Reorganization Proceedings, and, upon termination of said trusteeship, the person or corporation acquiring the major portion of the Debtor's railways and properties, whether by purchase, dismissal of the Reorganization Proceedings, or pursuant to a plan of reorganization, or otherwise, shall be and become bound by all of the terms and provisions of this agreement of lease as a general obligation without lien.

IN WISNESS WHEREOF, on the day and year first above written, the said Trustee has hereunto subscribed his name as such, and the Belt has caused this Lease to be executed by its President and its corporate seal to be hereunto affixed and attested by its Secretary.

Trustee (as such Trustee and not individually), International-Great Northern Railroad Company, Debtor

HOUSTON BELT & TERMINAL RAILWAY COMPANY

ATTEST:

By ______________________
President

____
Secretary

INTERNATIONAL-GREAT NORTHERN RAILROAD COMPANY

I-GN Valuation Section 2 - Tracks covered by Supplemental Lease dated

I.C.C. TRACK NUMBER	NAME	P.S. STATION	LENGTH R.R. OWNED	LENGTH INDUSTRY OWNED	LENGTH TOTAL	INVENTORY AND REMARKS
143-B	Drill Track - Percival	7721/18(1410)	8,611'	-	8,611'	1-15'80# sw.-1-30'-115# sw.-#10-15'-80# Sp.frog-#15-24½'-115# R.frog-353' of 115#-756' of 90#-15893' of 75# and 51' of 80# rail - Shell and crushed rock ballast.
142-C	X-over M.L. to Drill-Percival	7721/18(143B)	154'	-	154'	2-15'75# sw.-2-#7-12'-75# R.frog-200' of 75# rail - Shell ballast.
142-A	Rip Track #1 - Percival	7733/34(143B)	1,778'	-	1,778'	2-15'75# sw.-2-#7-12'-75# R.frog-3448' of 75# rail - Gravel ballast.
245	Congress Ave. "B" Yard	7960/12(#243)	2,858'	-	2,858'	2-15'75# sw.-1-#10-15'-75# Sp.frog-1-#7-12'-75# R.frog-5580' of 75# rail-plus 11' RR Xing frog owned by others - Shell and sand ballast.
246	Congress Ave. "B" Yard	7960/80(#243)	2,044'	-	2,044'	2-15'75# sw.-2-#7-12'-75# R.frog-264' of 75# & 3716' of 56# rail - Gravel & sand ballast.
247	Congress Ave. "B" Yard	7962/22(#249)	2,484'	-	2,484'	2-15'-75# sw.-2-#7-12'-75# R.frog-Xing frog 11½'-1487' of 75# & 3350' of 56# rail - Shell and sand ballast.
248	Congress Ave. "B" Yard	7961/53(#243)	2,055'	-	2,055'	2-15'-75# sw.-1-#7-15'-75# Sp.-1-#7-12'-75# R.frog-3996' of 75# rail - Sand ballast.
252	Congress Ave. "B" Yard	7963/00(#247)	1,703'	-	1,703'	2-15'-75# sw.-2-#7-12'-75# R.frog-246' of 75# & 3052' of 56# rail - Sand ballast.
255	Congress Ave. "B" Yard	7963/75(#247)	1,667'	-	1,667'	2-15'-75# sw.-2-#7-12'-75# R.frog-397' of 75# & 2829' of 56# rail - Sand Ballast.
261	Congress Ave. "B" Yard	7964/75(#247)	1,610'	-	1,610'	2-15'-75# sw.-1-#10-16½'-75# R. & 1-#7-12'-75# R.frogs-3103' of 75# rail - Gravel and sand ballast.
265	Congress Ave. "B" Yard	7967/40(#261)	1,432'	-	1,432'	2-15'-75# sw.-1-#10-16½'-75# & 1-#7-12'-75# R.frogs-1043' of 75# & 1704' of 56# rail-sand ballast.
270	Congress Ave. "B" Yard	7961/65(#265)	1,118'	-	1,118'	2-15'-75# sw.-2-#7-15'-75# Sp.frogs-86' of 75# & 2030' of 56# rail - gravel and sand ballast.
142G&142H	Kelly St. Team Track-Percival	-	1,014'	-	1,014'	2028' of 75# rail, gravel & sand ballast (continuation of Track 142-G)
			28,528'	-	28,528'	Accepted for Lessee:

W.T. Donoho
Chief Engineer - G.C. & S.F. Ry.

W.B. [illegible]
Chief Engineer - C.R.I. & P. R.R.

H.A. Aalberg
Chief Engineer - F.W. & D. Ry.

[illegible signature]
Asst. Chief Engineer - B.S.L.&W. and St.L.S.W.Ry.

Accepted for Lessor:

[illegible signature]
Asst. Chief Engineer - I.-G.N. R.R.

February 22, 1955

FILE WITH CONTRACT No. 4807

Dedication of the Settegast
Yards at Houston -

From THE SANTA FE MAGAZINE -
July, 1950 -

Settegast Yards Dedicated

$3 million classification project opens for business in rapidly growing Houston

CITY, county and state leaders joined with officials of the Fort Worth and Denver City, Rock Island, Missouri Pacific and the Santa Fe Railways in dedicating the $3 million Settegast freight classification yard in Houston, Tex., recently.

Speakers termed the new operation a great advance in the progress of the Houston Belt and Terminal Railway which will operate the project under lease from the Missouri Pacific with the exception of mechanical repair facilities which will remain under control of the latter railway. Owners of the HB&T are these four railways with the Santa Fe remaining as the sole original member line.

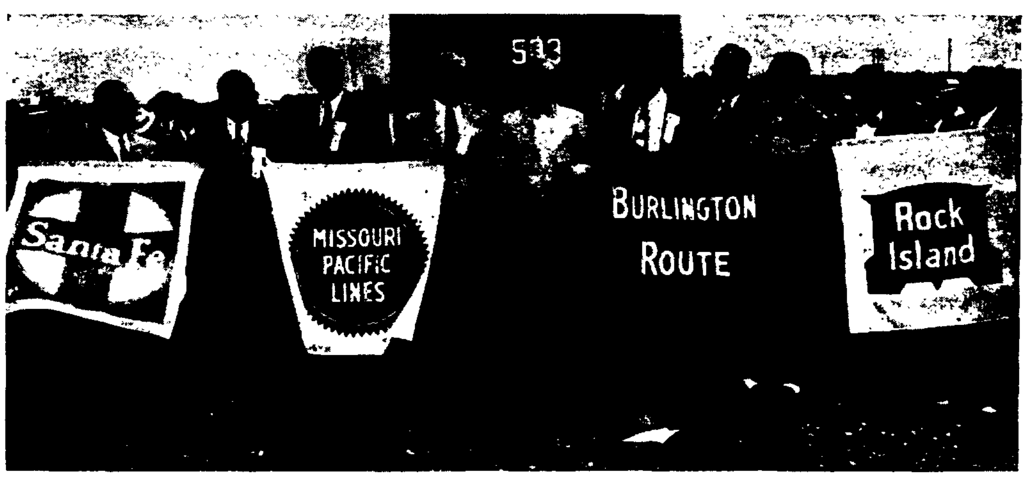
Approximately 200 officials and business leaders rode the six miles from the Union depot to the new yards, dining en route.

Col. W. B. Bates, chairman of the board of the Second National Bank, introduced the officials of the participating railroads and other distinguished guests including speakers Ernest O. Thompson, of the Texas Railroad Commission; R. W. Wright Armstrong, vice president of the FW&DC; L. B. Pritchett, assistant to the president, Rock Island Lines; P. P. Butler, president of the Houston Chamber of Commerce; F. E. Bates, senior executive vice president of the M. P., and J. P. Cowley, vice president and general manager of the GC&SF and president of the HB&T at that time.

Railroad Commissioner Thompson, a dynamic speaker, hailed the operation as an advancement in Houston railway progress and as another aid to handling the greatly increased traffic moving to and from the port city over rails as well as to shipside service. In addition to lauding the railroads for the new operation Commissioner Thompson pointed to a greater realization on the part of the public with regard to the importance of railways in the national defense and the country's expanding economy. He warned:

"The threat to the rails today is that of nationalization. Come socialism the transport of the nation would be the first to be taken over by the government. You have not seen inefficiency in transport until you see a government operated transport. It is generally unsatisfactory because there is no competition and there is no incentive for anyone connected with the operation.

"I congratulate the railroads on their industry and on their initiative in letting the people know what they are doing for the forward movement of the nation. You gentlemen can free America from the threat of nationaliza-



Railway officers and civic leaders await snipping of steel cable signifying formal opening of Settegast freight yeards. The cable holds the house flags of the railroads owning the Houston, Belt and Terminal Railway. Those standing at flags are, left to right: Clark Davis, freight traffic manager, Santa Fe; J. P. Cowley, vice president, Santa Fe Gulf Lines; G. M. Leach, H.B.&T general manager; H. L. Schaeffer, chief traffic officer, Missouri Pacific; F. E. Bates, vice president, Missouri Pacific; W. R. Bates, financier and master of ceremonies; L. R. Capron, vice president, Burlington; Ernest O. Thompson, Texas railroad commissioner; R. Wright Armstrong, vice president, Fort Worth and Denver City; L. B. Pritchett, assistant to the president, Rock Island, and J. W. Hill, vice president of Rock Island.

tion of the rails by simply telling the story of your progress."

P. P. Butler, financier and head of the chamber of commerce, was equally laudatory and also pointed to the importance of the railroads to communities as Commissioner Thompson likened that vitality to the nation. He said, in part:

"It is a distinct pleasure for me to have this opportunity of representing the chamber of commerce and through it the general commercial and industrial interests of our city. The significance of this development extends far beyond the Houston Belt and Terminal Railway Company and its proprietary lines. Today marks an important step forward in the progress of Houston because our welfare as a city is intimately related to the progress of our transportation facilities.

"With the coming of the railroads the development of America into a great industrial nation was speeded. Few, if any, cities have been more dependent upon transportation than Houston. For more than a hundred years, as our transportation system has been improved and diversified, Houston has enjoyed a growth and development that has amazed those less dynamic cities. You have indicated this faith and foresight by looking ahead and by incorporating into these improvements plans for further expansion as our industrial and commercial growths justify additional facilities. This type of vision and courage on the part of our leaders and firms is what has built Houston. It will continue to build this city and area."

Vice President Armstrong of the FW&DC and Assistant to President Pritchett of the Rock Island, extended appreciation of the cooperation from shippers and business leaders which made the new operation possible. They also pointed that henceforth the FW&DC and Rock Island would serve Houston separately and identify their operations individually under the new plan effective June 1.

The development of events leading to construction of the yard was outlined by Senior Vice President Bates of the M.P., and he also explained that the yards were named after an old prominent family—the Settegast—members of which family were present during the ceremony.

As president of the HB&T and as one of those who took part in the meetings wherein the HB&T was originally organized, Santa Fe's Cowley extended greetings to the visitors and highlighted the history of the Belt and its service to Houston. In an effort to streamline the program he admitted skipping over much detail in the growth of the Belt. He said:

"I have watched the development of the HB&T since its inception and I was present when plans were formed to serve Houston with a Belt line. The HB&T was organized in 1905 by the Gulf, Colorado and Santa Fe Railway; the Trinity and Brazos Valley Railway Company; the St. Louis, Brownsville and Mexico Railway Company and the Beaumont, Sour Lake and Western Railway Company. The latter two companies were then controlled by the Frisco Railway. These lines were divorced from the Frisco in 1913 by court order and from the Missouri Pacific and also the International Great Northern in 1925. The Trinity and Brazos Valley was owned by the Colorado and Southern Railway, a CB&Q subsidiary and the Chicago, Rock Island and Pacific. In 1930 the name was changed to Burlington-Rock Island Railroad Co.

"At the time of the organization of the HB&T none of these companies owned any property in the City of Houston with the exception of the Gulf, Colorado and Santa Fe. Properties of the Santa Fe included certain lands, buildings, bridges and tracks. There were about 20 miles of Santa Fe tracks in Houston which served as the nucleus of the HB&T. These properties then were valued at three-quarters of a million dollars—and were leased to the HB&T, July 1, 1907, for a period of 99 years.

"It may be interesting to note that the population of Houston at that time was about 79,000. Even then the city was growing as such a rate that the idea of encircling the city with a belt line was not carried out and the West belt was never constructed although a large part of the right-of-way was secured. Today Houstonians are predicting a census in the neighborhood of 600,000 for the metropolitan area and anticipating 750,000 for Harris county.

"The ship channel had not been constructed. There were few major industries. With the new operations the HB&T today operates over 205 miles of track and will be serving more than 400 important industries.

"It requires little imagination to realize that railroad transportation is a lifeline of the utmost commercial importance and essential to the advancement of a port city or any other city. Today Houston has attained metropolitan proportions which have greatly surpassed many other cities. It has achieved great influence in the world of commerce. All of us have unbounded faith and expectancy in a greater future for Houston. It is the wish of railroad men serving this city that Houston become a city of world-wide commercial and cultural supremacy."

At the conclusion of the literary exercise Bates of the M.P. cut the cable bearing the house flags of the participating railroads as an official indication that the yards were open for business.

GOSSIP

There's so much bad in the best of us,
And so much good in the worst of us,
That it hardly behooves any of us
To talk about the rest of us.