

# **PERMANENT AGREEMENT**

**BETWEEN**

**Southern Pacific Company**

**Southern Pacific Railroad Company**

**The Atchison, Topeka and Santa Fe  
Railway Company**

**Union Pacific Railroad Company**

**AND**

**Los Angeles & Salt Lake  
Railroad Company**

**DATED: APRIL 15, 1938**

*Permanent Agreement covering the construction,  
maintenance and operation of Los Angeles  
Union Passenger Terminal. (LAUPT.)*



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I

PERMANENT AGREEMENT COVERING THE CONSTRUCTION,  
MAINTENANCE AND OPERATION OF LOS ANGELES  
UNION PASSENGER TERMINAL.

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AGREEMENT made as of the 15th day of April, 1938, by and between SOUTHERN PACIFIC COMPANY, a Kentucky corporation (hereinafter called "Southern Pacific"), SOUTHERN PACIFIC RAILROAD COMPANY, a corporation organized and consolidated under the laws of California, Arizona, and New Mexico, THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Kansas corporation (hereinafter called "Santa Fe"), UNION PACIFIC RAILROAD COMPANY, a Utah corporation (hereinafter called "Union Pacific"), and LOS ANGELES & SALT LAKE RAILROAD COMPANY, a Utah corporation (hereinafter called "Salt Lake"):

**RECITALS:**

**RELATIONSHIP OF PARTIES.**

Recital 1. Since long prior to the earliest date herein mentioned, Southern Pacific Railroad Company has owned a railroad which has been leased to and operated by Southern Pacific; Santa Fe has owned a railroad which it has operated; and Salt Lake has owned a railroad which was operated by it until January 1, 1936, and which since has been leased to and operated by Union Pacific. Each of said railroads extends into and through the City of Los Angeles, California.

**RAILROAD COMMISSION DECISION OF  
JULY 8, 1927.**

Recital 2. By Decision No. 18,593 of July 8, 1927 (30 C. R. C. 151), the Railroad Commission of the State of California (hereinafter called "Railroad Commission") ordered Southern Pacific, Santa Fe and Salt Lake to construct and operate a union passenger terminal within that portion of the City of Los Angeles, California, bounded by



Commercial Street, North Main Street, Redondo (Rondout) Street, Alhambra Avenue, and the Los Angeles River, and also to make such additions, extensions, improvements and changes in or abandonments of existing railroad facilities as might be reasonably necessary and incidental to the use of such union passenger terminal, conditioned, however, upon the entry by the Interstate Commerce Commission of an order (thereafter on May 8, 1928, made in Finance Docket No. 14,778, 142 I. C. C. 489) containing appropriate findings and certificates covering the said construction, extensions and abandonments. Said order of the Railroad Commission was upheld by the Supreme Court of California on May 27, 1930 (209 Cal. 460; 288 P. 775) and on May 18, 1931 (283 U. S. 380) by the Supreme Court of the United States.

**PRELIMINARY AGREEMENT OF  
SEPTEMBER 11, 1933, BETWEEN RAILROADS.**

Recital 3. Under date of September 11, 1933, Southern Pacific, Santa Fe, and Salt Lake entered into an agreement, joined in by Southern Pacific Railroad Company (therein and hereinafter called "Preliminary Agreement"), which, among other things, provided in a general way for the construction, use and operation of a union passenger terminal (hereinafter called "Terminal") at Los Angeles, California, in accordance with whichever of two general plans—the North Broadway Plan or the Set-Back Plan—should be approved by the Railroad Commission upon application to be filed by the Santa Fe and Salt Lake.

**RAILROAD COMMISSION DECISION OF OCTOBER  
4, 1933, APPROVING SET-BACK PLAN AND  
APPORTIONING GRADE SEPARATION COSTS.**

Recital 4. The application to the Railroad Commission provided by the Preliminary Agreement was thereupon filed

and after hearing the Railroad Commission on October 4, 1933 made its Decision No. 26,399 (39 C. R. C. 25), approving the said Set-Back Plan and ordering and directing Southern Pacific and Southern Pacific Railroad Company (a) to join with the Santa Fe and Salt Lake in constructing and operating a union passenger terminal in conformance with said Set-Back Plan, (b) to abandon and discontinue operating their passenger station in Los Angeles at the Arcade site (also known as Central Station site), and (c) to abandon and discontinue the use of, and remove, all their tracks and other facilities south of College Street and College Street extended easterly, and within the limits of such Terminal, not necessary or useful in the operation thereof; and also ordering and directing the City of Los Angeles to contribute the sum of not to exceed \$1,000,000 to the cost of all grade separation, grading and street paving necessary in connection with said union passenger terminal under said Set-Back Plan.

#### GRADE SEPARATION ORDER OF NOVEMBER 14, 1933.

Recital 5. By Decision No. 26,532 of November 14, 1933 (39 C. R. C. 109), as modified by Decision No. 28,225 of September 16, 1935, the Railroad Commission,

- (a) authorized and directed Southern Pacific, Southern Pacific Railroad Company, Santa Fe and Salt Lake to extend the Terminal track system over Macy Street and an extension of Queirolo Street (now Vignes Street), therein described, by means of bridges and subways, thus separating the grades of said track system and said streets;
- (b) enumerated the various items of work to be done in carrying out such grade separation projects, including relocation of any public utility structures which the City of Los Angeles might be legally obligated to move; and

- (c) apportioned to the City of Los Angeles the entire cost of said grade separations up to but not to exceed the sum of One Million Dollars (\$1,000,000).

## GRADE SEPARATION CONTRACT OF FEBRUARY 5, 1936, BETWEEN RAILROADS AND CITY.

Recital 6. Under date of February 5, 1936, an agreement (hereinafter called "Grade Separation Agreement") was entered into by the City of Los Angeles, Southern Pacific, Southern Pacific Railroad Company, Santa Fe and Salt Lake, joined in by Union Pacific, which, among other things, provided:

- (a) for the submission to the Railroad Commission of plans and specifications for the Macy Street and Queirolo Street (now Vignes Street) grade separations, for the construction of said grade separations and the performance of other street work necessary or desirable in connection with Terminal construction; and
- (b) for the vacation of all portions of existing streets within the Terminal area, except that portion of Macy Street within the Terminal area, and except also the small triangular portion of Date Street at the westerly portal of the proposed Queirolo Street (now Vignes Street) subway which lies within the limits of the proposed Queirolo Street (now Vignes Street) extension and easterly of the westerly Terminal boundary line; and
- (c) also for certain street vacations outside the Terminal area, including portions (shown on Exhibit A hereinafter in Recital 10 described) of Alhambra Avenue (easterly and westerly of, and adjoining, the Terminal area) and of Leroy, Bloom and Rondout Streets northerly of and adjoining Alhambra Avenue.

### TERMINAL TO BE JOINT FACILITY.

Recital 7. The Preliminary Agreement provided that the Terminal should be owned and the cost of acquiring and constructing it borne by the parties thereto in the following undivided proportions: Southern Pacific, 44%; Santa Fe, 33%; Salt Lake, 23%; but left open the question of whether such ownership should be direct or represented by stock in a new corporation. Shortly after execution of the Preliminary Agreement it was agreed by the parties thereto that title to the Terminal property should be vested in said railroads direct, and that the Terminal should be constructed, used and operated as a joint facility.

### TERMINAL AGENCY.

Recital 8. Soon after it had been agreed that the Terminal should be a joint facility, an agency known as the Los Angeles Union Passenger Terminal (hereinafter called "Terminal Agency") was created, which was authorized to carry on and has carried on the work of constructing the Terminal and, as hereinafter provided, shall complete construction of, and manage, operate, maintain and renew the Terminal.

### TERMINAL PLANS.

Recital 9. The Terminal Agency has prepared in part and is now completing detailed plans and specifications (hereinafter called "Plans") for constructing the Terminal, which said Plans, when completed, shall constitute a part of this agreement as fully as if set forth at length herein or attached as an exhibit hereto, and be kept on file at such place as shall be designated by the Terminal Agency.

### EXHIBIT A.

Recital 10. The map hereto attached, marked "Exhibit A" and hereby made a part hereof, among other things shows:

- (a) Enclosed in heavy black lines the area (hereinafter called "Terminal Area") upon which the Terminal is located;
- (b) The general location of the Terminal facilities;
- (c) The Southern Pacific Railroad Company Continuity Track in Recital 11 described, which is indicated by red line;
- (d) The exclusive track connections outside the Terminal Area, to be owned by Southern Pacific Railroad Company, Santa Fe and Salt Lake, respectively;
- (e) Those portions outside the Terminal Area of Alhambra Avenue (easterly and westerly of and adjoining the Terminal Area) and of Leroy, Bloom and Round-out Streets northerly of and adjoining Alhambra Avenue, to be vacated and owned as provided in Section 7 hereof.

PROPERTY HERETOFORE ACQUIRED—  
CONTINUITY TRACK.

Recital 11. Except for streets to be vacated, all the lands within the Terminal Area, and the improvements which were thereon when Terminal construction began, including railroad tracks and appurtenances of Southern Pacific Railroad Company, heretofore have been aquired and paid for, and title thereto vested as provided in Recital 7, except that the Terminal Agency is to construct or relocate for Southern Pacific Railroad Company certain tracks shown on Terminal drawing number 488, bearing revised date of August 4, 1937, a copy of which is on file in the offices of the respective Chief Engineers of the parties hereto and identified by all their signatures. One of said relocated tracks will extend from connections at the easterly boundary line of the Terminal Area

with the two existing El Paso main line tracks of Southern Pacific Railroad Company, westerly to the northerly boundary line of the Terminal Area and beyond to connections with existing Southern Pacific Railroad Company tracks in Alhambra Avenue and Rondout Street. The portion of said last described track within the Terminal Area is hereinafter called "Continuity Track".

### PERMANENT AGREEMENT.

Recital 12. The Preliminary Agreement of September 11, 1933, provided for the future execution of a Permanent Agreement, setting forth more specifically the respective rights and obligations of the parties with respect to the Terminal; and accordingly the parties hereto now desire to enter into this Permanent Agreement in which are set forth their final and complete agreements as to the construction, ownership, use, and operation of the Terminal, and the making of changes therein and additions and betterments thereto.

### PROPRIETARY COMPANIES.

Recital 13. Southern Pacific, Santa Fe, and Union Pacific are hereinafter for convenience collectively called "Proprietary Companies".

### AGREEMENT:

NOW, THEREFORE, the parties hereto agree as follows:

### OWNERSHIP PERCENTAGE.

Section 1. As used herein "Ownership Percentage" of any Proprietary Company means in the case of Southern Pacific, 44%; in the case of Santa Fe, 33%; and in the case of Union Pacific, 23%.

UNION PACIFIC TO BE TREATED AS USER OF  
TERMINAL AND AS OWNER OF SALT  
LAKE'S 23% INTEREST THEREIN:  
SOUTHERN PACIFIC TO BE TREATED AS  
USER AND OWNER OF CONTINUITY  
TRACK.

Section 2. Unless and until Salt Lake resumes possession of its railroad and property and is substituted in the place and stead of Union Pacific herein, as provided in Section 36 hereof, Union Pacific, as between it and Southern Pacific and Santa Fe, shall be treated and considered as though it had in the Terminal not only user rights and obligations but also the rights and obligations of a 23% owner, without however in any way changing the ownership of Salt Lake in and to the Terminal.

Unless and until Southern Pacific Railroad Company resumes possession of its railroad and property and is substituted in the place and stead of Southern Pacific herein, as provided in Section 36 hereof, Southern Pacific, as between it and Santa Fe and Union Pacific, shall be treated and considered as though it not only used but also owned the Continuity Track, without however in any way changing the ownership of Southern Pacific Railroad Company in and to said Continuity Track and the right of Southern Pacific Railroad Company, its successors, assigns, and lessees, to use and to operate over and upon said Continuity Track.

Nothing contained in this Section 2 shall relieve or release either the Salt Lake or the Southern Pacific Railroad Company from any of their respective obligations under the orders of the Interstate Commerce Commission or the Railroad Commission referred to in the Recitals hereof.

## COST OF TERMINAL ACQUISITION AND CONSTRUCTION.

Section 3. When the Preliminary Agreement was made Southern Pacific owned certain lands and improvements thereon within the Terminal Area south of Macy Street, in which the Santa Fe has acquired through condemnation proceedings, purchase and conveyances from Southern Pacific an undivided 33% interest and the Salt Lake has acquired from Southern Pacific an undivided 23% interest and the Southern Pacific has retained an undivided 44% interest. For the purpose of this agreement the Southern Pacific shall be deemed to have paid in property for Terminal acquisition and construction purposes a sum amounting to 44/56 of the amounts paid by Santa Fe and Salt Lake for their respective 33% and 23% interests in said lands and improvements; and the amounts so paid for said property shall be recorded in the Capital Advance account provided for by Section 21 hereof.

When the Preliminary Agreement was made the Southern Pacific Railroad Company also owned certain lands and improvements thereon in the Terminal Area south of Macy Street but the same have been acquired, through condemnation proceedings and conveyances, by Southern Pacific, Santa Fe and Salt Lake on an Ownership Percentage basis.

All expenses in connection with the trial of said condemnation proceedings and of the appeal therefrom, have been paid and borne by the parties to such litigation which incurred such expenses, and shall not be recorded in the Capital Advance account of the Terminal Agency provided for by Section 21 hereof.

The cost of all other Terminal property and work to date has been paid by the Proprietary Companies in cash on



an Ownership Percentage basis and each Proprietary Company hereby agrees to furnish, as and when requested by the Terminal Agency, its Ownership Percentage of all further funds necessary to complete the acquisition and construction of the Terminal.

#### OWNERSHIP OF TERMINAL.

Section 4. Title to all Terminal properties, whether real or personal or mixed, including public rights, franchises and privileges, shall be owned and vested as follows: Southern Pacific, an undivided 44% interest; Santa Fe, an undivided 33% interest; Salt Lake, an undivided 23% interest.

Southern Pacific, Santa Fe, and Salt Lake agree that during the term of this agreement they will hold and devote exclusively to Terminal purposes their undivided interests in the Terminal property.

#### COMPLETION OF TERMINAL AND CONNECTIONS THEREWITH.

Section 5. (1) Proprietary Companies agree that they will themselves and by means of the Terminal Agency proceed with all reasonable dispatch to acquire or cause to be acquired all lands, public franchises, rights and privileges, not heretofore acquired, necessary for the construction and completion of the Terminal; and that they will construct and complete the Terminal in accordance with the Plans as defined in Recital 9 hereof.

(2) Each Proprietary Company agrees that on or before the date to be fixed by the Terminal Agency, as provided in Section 11, for commencement of use of the Terminal, it will, at its sole cost and expense, construct or cause to be constructed outside the Terminal Area, in the location shown on said Exhibit A, the new tracks which (together with existing tracks in the case of the Southern Pacific) are necessary to

enable its trains to enter and leave the Terminal. Such new or existing tracks, which are to be connected directly with the Terminal track system at or near the easterly boundary line of the Terminal Area, are hereinafter called "Connections".

Each of the Proprietary Companies reserves the right, from time to time and at its sole cost and expense, but not without previous conference with the other Proprietary Companies, to change or cause to be changed the detail and location of its Connection or Connections with the Terminal tracks, provided such change does not unreasonably interfere with access to the Terminal by any other Proprietary Company, and does not unreasonably increase the cost of any other Proprietary Company in entering, leaving, and/or using the Terminal. In event of disagreement, the question of whether any such proposed change would result in unreasonable interference or increased cost shall be submitted to arbitration.

#### APPLICATIONS FOR FRANCHISES.

Section 6. Pending the street vacations provided for by the Grade Separation Agreement of February 5, 1936, referred to in Recital 6 hereof, it is agreed that the following applications to the City of Los Angeles for franchises to construct, maintain, and/or operate railroad tracks and appurtenances along, upon, across, or in streets, within and without the Terminal Area, shall be made:

- (a) Southern Pacific, Santa Fe, and Salt Lake shall make a joint application on behalf of themselves and their lessees, successors, and assigns with respect to the Terminal tracks and appurtenances;
- (b) Southern Pacific Railroad Company shall make application with respect to tracks to be owned by it

and located within and/or extended across Alhambra Avenue, Rondout Street, and Bloom Street;

- (c) Santa Fe shall make application with respect to the connecting tracks to be owned by it and extended across Leroy Street and into Alhambra Avenue;
- (d) Salt Lake shall make application with respect to the connecting track to be owned by it and located within Alhambra Avenue.

#### OWNERSHIP OF VACATED STREETS.

Section 7. If and when the street vacations provided for by the Grade Separation Agreement are made, title to and ownership of the land occupied by all such vacated streets shall vest and be as follows:

- (a) Title to and ownership of all vacated streets within the Terminal Area shall vest and be in the Proprietary Companies on an Ownership Percentage basis, except that the Southern Pacific Railroad Company shall have a perpetual right and easement to renew, maintain and operate its Continuity Track, to be relocated or reconstructed by the Terminal Agency, upon and across Alhambra Avenue in the location shown by the Plans, subject, however, to the right of the Proprietary Companies to construct, renew, maintain and operate across the Continuity Track such railroad tracks and appurtenances as they may from time to time deem necessary and advisable;
- (b) Title to and ownership of the vacated portion of Leroy Street adjoining the northerly line of Alhambra Avenue shall vest and be in the Santa Fe;
- (c) Title to and ownership of that portion of vacated Alhambra Avenue between the Official west bank of the Los Angeles River and the easterly line of the Terminal Area shall vest in undivided interests and be as follows: Southern Pacific Railroad Company, 44%; Santa Fe, 33%; Salt Lake, 23%; provided, however, that Southern Pacific Railroad Company and

Santa Fe shall have the perpetual right and easement to maintain, renew, and operate therein their existing tracks and that Santa Fe shall have the right to construct, renew, maintain and operate therein its Connections as shown on Exhibit A and that Salt Lake shall have the right to construct, renew, maintain, and operate therein its Connection and a future second connecting track as shown on Exhibit A; and provided further, that the intersections (crossings) of Salt Lake's said Connection and future second connecting track with the existing track of Southern Pacific Railroad Company shall be covered by a separate contract; and provided further, that each of the companies mentioned in this subdivision (c) shall also have the right to construct, maintain and operate in said portion of said street such further additional tracks as may be desired, without payment to the other companies of any rental or other charge for land used or occupied, but subject to negotiating proper crossing agreements in each instance where crossings, not covered by existing crossing agreements, are involved;

- (d) Title to and ownership of that portion of vacated Bloom Street adjoining the northerly line of Alhambra Avenue and without the Terminal Area shall vest and be in the Southern Pacific Railroad Company;
- (e) Title to and ownership of the vacated portion of Rondout Street adjoining the northerly line of Alhambra Avenue shall vest and be in Southern Pacific Railroad Company;
- (f) Title to and ownership of the vacated portion of Alhambra Avenue lying between the northerly boundary line of the Terminal Area and Rondout Street shall vest and be in Southern Pacific Railroad Company.

EASEMENT FOR CONTINUITY TRACK  
ACROSS STRIP BETWEEN NORTHERLY  
LINE OF ALHAMBRA AVENUE AND  
NORTHERLY BOUNDARY LINE OF THE  
TERMINAL AREA.

Section 8. Southern Pacific, Santa Fe, and Salt Lake, each to the extent of its undivided ownership only, hereby convey to Southern Pacific Railroad Company a perpetual right and easement to construct, renew, maintain, and operate its Continuity Track in the location shown by the Plans across that part of the Terminal Area lying between the northerly line of Alhambra Avenue and the northerly boundary line of the Terminal Area.

CONSTRUCTION, OWNERSHIP, MAINTEN-  
ANCE AND OPERATION OF SOUTHERN  
PACIFIC RAILROAD COMPANY  
CONTINUITY TRACK.

Section 9. As used in this Section hereof, "Crossings" means all switches which may from time to time connect the Continuity Track with Terminal tracks and any other facilities by means of which Terminal tracks may cross the Continuity Track.

The Terminal Agency shall, at the cost and expense of the Proprietary Companies apportioned on an Ownership Percentage basis, construct the Continuity Track and Crossings. The Continuity Track shall at all times be owned by Southern Pacific Railroad Company, and the Crossings shall at all times be owned as follows:

Southern Pacific Railroad Company shall have an undivided 50% interest therein and Southern Pacific, Santa Fe, and Salt Lake shall each have its Ownership Percentage of the remaining 50% undivided interest therein.

During the term of this agreement the Terminal Agency shall maintain, repair, and renew, and make any changes in or additions or betterments to the Continuity Track, including Crossings; but Southern Pacific shall pay, under the provisions of Section 27 hereof, for all such work performed with respect to all portions of the Continuity Track except Crossings. All such crossing work shall be considered Terminal work and the funds required to perform the same shall be paid by the Proprietary Companies to the Terminal Agency on the same basis and in the same manner as that hereinafter provided in the case of similar Terminal work.

Freight equipment movements on the Continuity Track shall be conducted in such manner that they will not unreasonably interfere with passenger equipment movements on the Terminal tracks which cross the Continuity Track, and such passenger equipment movements shall at all times have preference over such freight equipment movements.

For convenience the Terminal Agency may route passenger equipment movements in part on the Continuity Track and in part on Terminal tracks and freight equipment movements in part on Terminal tracks and in part on the Continuity Track.

The Terminal Agency at its expense shall also construct or relocate for Southern Pacific Railroad Company certain additional tracks as shown on said Terminal drawing 488, referred to in Recital 11.

#### USER RIGHTS OF PROPRIETARY COMPANIES.

Section 10. Upon completion of the Terminal each Proprietary Company shall have the right, during the term hereof, in common with each of the other Proprietary Companies, but subject to such rules and regulations as may be prescribed by the Terminal Agency as provided by Section 18

hereof, to use and enjoy the Terminal and any additions and betterments thereto for the purpose of handling its Passenger Train Traffic, as defined below, and for that purpose to run and operate trains and cars, including railroad motor cars having space for carrying Passenger Train Traffic, over and upon Terminal tracks with its own employes and motive power, including in any train not only cars used for carrying Passenger Train Traffic, but also such other cars as the Proprietary Company operating such train may for convenience desire to include therein to the extent and in such manner as shall not adversely affect the operation of the Terminal, provided such other cars shall not be loaded or unloaded within the Terminal.

Wherever used in this agreement "Passenger Train Traffic" means passengers, baggage, mail, express and any other property now or hereafter commonly carried in passenger train equipment; also mail matter (such as periodicals, catalogs, etc.) in freight cars consigned to the Los Angeles post office for unloading at the Terminal.

#### USER OBLIGATIONS OF PROPRIETARY COMPANIES.

Section 11. The Terminal Agency shall fix a date for commencement of operations when in its judgment the Terminal will be completed to the extent that it can be placed in use without unduly interfering with the completion of construction work and shall give each of the Proprietary Companies written notice thereof not less than thirty days prior to the date so fixed.

It is agreed that beginning with the date so fixed for commencement of operations each Proprietary Company will, subject to rules and regulations prescribed by the Terminal Agency as provided by Section 18 hereof, operate

into and/or out of the Terminal, to the extent that the Terminal facilities are adequate, all its passenger trains and all its passenger train cars contained in other trains, and all its railroad motor cars having space for carrying traffic, which run into, out of, or through the Los Angeles District, as defined below, and discharge or receive Passenger Train Traffic at any point within such District, and that if any Proprietary Company fails so to do for any reason, including failure to complete its Connection or Connections as provided by Section 5 hereof, then any cars which would have been operated into and/or out of the Terminal had it complied with the foregoing obligation shall be counted as Using Cars as provided in Section 20 hereof, except that no Proprietary Company shall be under any obligation to operate into and/or out of the Terminal (a) any freight train cars or other cars used for carrying other than Passenger Train Traffic, (b) deadhead equipment, (c) cars in special trains the orderly and expeditious handling of which would not require the use of the Terminal, and (d) any other cars not hereinabove specifically referred to which the Terminal Agency may from time to time except. Any excepted cars which are not operated into and/or out of the Terminal shall not be counted as Using Cars under the provisions of Section 20 hereof.

As used in this Section "Los Angeles District" means the territory within an airline distance of ten miles from the Terminal passenger station.

#### TERMINAL AGENCY CONTINUED IN EFFECT.

Section 12. The Proprietary Companies agree that the Terminal Agency shall be and is hereby continued in effect during the term of this agreement; that for the purpose of completing the acquisition and construction of the Terminal the Terminal Agency shall exercise all its present powers and



duties; and that for the purpose of operating and maintaining the Terminal, and the making of changes therein and additions and betterments thereto, the organization, powers and duties of the Terminal Agency shall be as hereinafter set forth.

It is distinctly understood and agreed that this agreement does not constitute or create a partnership between the parties to this agreement, or any of them.

### ORGANIZATION AND MANAGEMENT OF TERMINAL AGENCY.

Section 13. After the Terminal is placed in operation the control and management of the affairs of the Terminal Agency shall continue to be vested in a Board of Managers (hereinafter called "Board"), consisting of one representative of each of the Proprietary Companies, one of whom shall be Chairman. The Santa Fe representative on the Board is now Chairman and shall continue as such to and until December 31, 1939, after which, unless the Proprietary Companies otherwise agree, the office of Chairman shall rotate in yearly periods among members representing the Proprietary Companies in the following order: Southern Pacific, Union Pacific, Santa Fe. The Proprietary Companies shall have the right to replace their respective representatives upon the Board at any time.

Meetings of the Board shall be held at Los Angeles, or other place agreed upon, at times fixed by the Board. Meetings may be called at any time by the Chairman upon reasonable notice and shall be called by him upon like notice whenever requested in writing by any other member of the Board. Each Board member shall have one vote and he may attend and vote at all meetings either in person or by proxy.

The Board shall keep an accurate written record of all its proceedings, and the minutes of each meeting shall be read at the next meeting and approved or corrected in the usual manner. Copies of the minutes of each meeting shall be furnished each Board member.

The Board may appoint such committees as it may deem advisable, but no Board or committee member shall receive any salary or other remuneration from the Terminal Agency. The Board shall appoint or employ such officers and employes as it deems advisable and shall exercise its authority over the affairs of the Terminal Agency in accordance with the terms of this agreement.

#### NEUTRALITY OF TERMINAL AGENCY OFFICERS AND EMPLOYES.

Section 14. Officers and employes of the Terminal Agency, not including Board members or any other officers or employes of the Proprietary Companies performing service for the Terminal Agency without personal compensation from the Terminal Agency, shall not solicit business for any of the Proprietary Companies nor recommend the routing thereof, but they shall perform their duties without discrimination and in all respects act with entire neutrality as between the Proprietary Companies, and failure so to act shall be deemed to be cause for removal from service.

If any Proprietary Company or any two Proprietary Companies shall in writing request that any officer or employe be removed from service stating the facts upon which its request is based, and if the Terminal Agency shall decline to accede thereto on the ground that sufficient cause for removal from service does not exist, then the Proprietary Company or Proprietary Companies requesting removal shall have the right to have determined by arbitration in the

manner hereinafter provided the question whether such officer or employe shall be removed from service.

If any officer or employe who is removed from service at the written request of a single Proprietary Company or at the request of two Proprietary Companies recovers damages or is reinstated, with allowance for time lost, by competent authority or by unanimous vote of the Board, then all such damages and any such allowance, together with any expenses incurred in connection with litigation or proceedings incident to such removal from service, shall be borne, in case of a request by a single Proprietary Company, by the requesting company, and in case of a request by two Proprietary Companies, equally by the requesting companies.

Anything herein to the contrary notwithstanding, the Terminal Agency shall not be required to remove any person from its service if prevented from so doing by any law or lawful rule or regulation of any public authority, or any contract with respect to removal from service.

#### ACTION BY TERMINAL AGENCY BOARD.

Section 15. (1) Except as in Paragraph (2) of this Section provided, all action by the Board shall be pursuant to the unanimous vote of its members; provided, however, that if two of the members of the Board shall favor the performance of any act (except the substitution of a joint ticket selling force for the separate forces provided for by Section 16 hereof) that requires unanimous consent and the third shall disapprove thereof, the question of whether the same shall be necessary or substantially beneficial (not merely desirable) from the standpoint of the combined interests of all the Proprietary Companies considered as a unit, may, upon the demand of any Proprietary Company, be submitted to arbitration in the manner hereinafter in Section

34 hereof provided; and if the Board of Arbitrators shall decide that the performance of the act in question is necessary or substantially beneficial (not merely desirable) to the combined interests considered as a unit of all of the Proprietary Companies, then the Board shall proceed with all the acts necessary to make such decision effective.

(2) A majority of the Board shall have the power (a) to authorize a gross capital expenditure of not to exceed one thousand dollars (\$1,000) for any separate job that is not one of several similar contemporaneous jobs, (b) to authorize retirement of property other than land having a book value, in the Capital Advance account, of not to exceed one thousand dollars (\$1,000), and (c) to authorize, assent to, or modify any agreement that may be terminated within a period of one year and that does not involve a payment by the Terminal Agency of an amount in excess of one thousand dollars (\$1,000).

**TERMINAL AGENCY TO COMPLETE AND THEREAFTER MANAGE, OPERATE AND MAINTAIN TERMINAL AND MAKE ALL CHANGES AND ADDITIONS AND BETTERMENTS.**

Section 16. The Terminal Agency shall complete the work of constructing the Terminal and shall thereafter make all changes therein and all additions and betterments thereto. The Terminal Agency also shall manage, operate and maintain the Terminal, and in general perform all work, in addition to that specifically provided for herein, which the Board by unanimous vote shall from time to time determine may be jointly carried on at the Terminal to the advantage of the Proprietary Companies and in the interest of the efficient and economical handling of their Passenger Train Traffic; provided, however, that unless and until the Board by

unanimous vote determines otherwise each Proprietary Company shall furnish and pay its own ticket selling force.

In furtherance of the purposes aforesaid, the Terminal Agency shall have power to enter into in the name of and on behalf of the several Proprietary Companies, all necessary and appropriate contracts, including those covering concessions and use or lease of surplus space or facilities.

#### TERMINAL AGENCY RECORDS AND ACCOUNTS.

Section 17. The Terminal Agency shall at all times keep and maintain full and complete records and accounts covering the construction, management, operation and maintenance of the Terminal, and changes therein and additions and betterments thereto, and as soon as practicable after the end of each month shall furnish statements to each of the Proprietary Companies showing the results for that month.

#### RULES AND REGULATIONS TO BE PRESCRIBED BY TERMINAL AGENCY.

Section 18. The Terminal Agency shall establish rules and regulations with respect to the use and enjoyment of the Terminal by the Proprietary Companies; provided, always, that all such rules and regulations shall be fair and equitable and apply equally and impartially to all Proprietary Companies.

Each Proprietary Company hereby agrees to comply with and cause its employes to comply with such rules and regulations.

#### PROCUREMENT OF SERVICES, EQUIPMENT, MATERIALS AND SUPPLIES FROM PROPRIETARY COMPANIES—ROUTING.

Section 19. The Terminal Agency shall procure from the Proprietary Companies such portion of the services,

equipment, materials and supplies required in the construction of the Terminal and the making of changes therein or additions and betterments thereto as is consistent with efficiency and economy, procuring the same from them on an Ownership Percentage basis. Likewise, any services, equipment, materials and supplies required for the maintenance and operation of the Terminal shall, to the extent practicable, consistent with efficiency and economy, be procured from the Proprietary Companies on a Use Percentage basis, as defined in Section 20 hereof. In no case, however, shall the amount to be charged for any such services, equipment, materials and supplies exceed the reasonable value thereof.

So far as may be practicable and consistent with efficiency and economy, the Terminal Agency shall route all materials and supplies for Terminal construction and addition or betterment work so that each Proprietary Company will enjoy its Ownership Percentage of the total system road haul revenues accruing to all the Proprietary Companies from such transportation, and materials and supplies for maintenance and operation of the Terminal shall be routed so as to give each Proprietary Company its Use Percentage of such total system road haul revenues.

It is agreed, however, that to the extent it may from time to time be lawful, each Proprietary Company will transport materials and supplies required for Terminal use, at rates to be agreed upon from time to time but in no event exceeding published tariff rates.

For the purpose of this Section 19, the Use Percentages of the Proprietary Companies applicable to the period ending with December 31, 1939 shall be deemed to be Southern Pacific 55%, Santa Fe 33%, Union Pacific 12%; and for each calendar year thereafter their respective Use Percentages

shall be deemed to be their actual Use Percentages for the previous calendar year or portion thereof during which the Terminal was in operation.

DEFINITIONS OF "1933 ACCOUNTING REGULATIONS"; "USE PERCENTAGE"; "MODIFIED USE PERCENTAGE"; AND "USING CARS"; ALSO METHOD OF ASCERTAINING NUMBER OF USING CARS.

Section 20. (1) Certain terms used in this agreement are hereby defined as follows:

- (a) "1933 Accounting Regulations" means the accounting rules and regulations of the Interstate Commerce Commission in effect on September 11, 1933. In various succeeding sections hereof payments are provided to be made on, or adjusted to, the basis of Ownership Percentage, as defined in Section 1 hereof, or Use Percentage or Modified Use Percentage, as defined below, in accordance with the manner in which the expenditures would be classified or charged under said 1933 Accounting Regulations; and it is the intention of the parties hereto that the basis for apportionment of such expenditures between the Proprietary Companies shall remain constant during the term of this agreement notwithstanding any changes in the system of railroad accounting.
- (b) "Use Percentage" of any Proprietary Company means the percentage that bears the same ratio to one hundred per cent as the number of Using Cars (as defined and provided to be counted below) of such Proprietary Company for any period bears to the total number of Using Cars of the three Proprietary Companies for the same period;
- (c) "Modified Use Percentage" of any Proprietary Company for any period means  $16\frac{2}{3}\%$  plus one-half of its Use Percentage for the same period;

(d) The term "Using Cars" means:

- (1) railroad cars of any kind,
- (2) railroad motor cars having space for carrying traffic,
- (3) motive power used to move any train or car, whether comprised of one or more locomotives of Diesel, steam or other type, and including tenders if any,

which are operated within the Terminal Area (or would be operated within said area if the Proprietary Company complied with its obligations under Section 11 hereof) by any of the Proprietary Companies for their own purposes and not for Terminal purposes, excluding, however, in the case of Southern Pacific, Using Cars operated by it solely over the Continuity Track or any other track or tracks used temporarily in substitution therefor.

(2) The number of Using Cars for any period shall be ascertained as follows: Using Cars shall be counted once when they enter (or should enter) and once when they leave (or should leave) the Terminal, but Using Cars handled to or from the Terminal in switching movements shall not be counted, except that in the case of cars of mail matter, the inbound movement shall be counted. Yard engines, work equipment, and business cars of the Proprietary Companies shall not be counted. In computing the number of Using Car counts under this paragraph (2), a railroad car shall count as one, a railroad motor car having space for carrying traffic shall count as two, and motive power used to move any train or car shall count as one; provided, however, that if after the first calendar month of operation the number of Using Car counts for any Proprietary Company for any calendar month shall be less than six hundred (600), then and in that event the count of such Proprietary Company for that month shall be six hundred (600).



## CAPITAL ADVANCE ACCOUNT.

Section 21. It is agreed that the aggregate payments in money or property made or to be made by the Proprietary Companies, as herein provided, for acquisition and construction of the Terminal, including payments referred to in Section 3 hereof, shall be recorded in an account of the Terminal Agency to be called Capital Advance account.

Said account shall from time to time be increased by all payments made by the Proprietary Companies for Terminal improvements which are classified as additions and betterments and are chargeable to Investment in Road and Equipment under 1933 Accounting Regulations and shall from time to time be decreased by (a) the value of Terminal property retired and not replaced, and (b) the amount of any net credit to Investment in Road and Equipment which under said 1933 Accounting Regulations would be made either in connection with additions and betterments to, or retirement and replacement of, Terminal property; provided, however, that the Capital Advance account shall not be increased nor decreased on account of any change, retirement, addition or betterment of Terminal property resulting from any changes in Connections made under Section 5 or construction of exclusive facilities under Section 31 hereof.

The Capital Advance account shall at all times be supported with valuation schedules in such detail as is practicable, and the values thereon shown shall be used in ascertaining value of property retired. Such schedules shall be prepared by the Terminal Agency and approved by its Board. There shall not be recorded in the Capital Advance account any amounts representing (a) interest during construction, (b) Taxes as defined in Section 25 hereof, (c) salaries, wages or expenses of any of the officers or

employees paid direct by any Proprietary Company during construction for which reimbursement is not made by Terminal Agency, or (d) any part of the amounts expended by the City of Los Angeles pursuant to the Grade Separation Order and Grade Separation Contract described in Recitals 5 and 6 hereof.

**BASIS FOR APPORTIONMENT OF FUNDS FOR  
CONSTRUCTING, IMPROVING OR RESTORING  
TERMINAL AND THE PROCEEDS OF SALES  
AND INSURANCE.**

Section 22. (1) Funds for the purposes hereinafter in this Section set forth shall be paid by the Proprietary Companies to, and as requested by, the Terminal Agency as follows:

- (a) Funds to complete the construction of the Terminal, or for additions and betterments thereto, except amounts chargeable to Operating Expenses in connection with property retired and replaced under 1933 Accounting Regulations, shall be paid by the Proprietary Companies to the Terminal Agency on an Ownership Percentage basis.
- (b) Except as in the next succeeding subdivision (c) provided, funds for replacement of property retired shall be paid as follows: Any portion of the expenditure which would be equal to the net amount chargeable to Investment in Road and Equipment under 1933 Accounting Regulations, shall be paid by the Proprietary Companies on an Ownership Percentage basis; and the remainder shall be paid by them on a Use Percentage basis as Operating Expenses under the provisions of Section 24 hereof.
- (c) If the restoration of property destroyed by a major calamity, such as an earthquake or other Act of God, requires an expenditure above insurance recoveries

exceeding fifty thousand dollars (\$50,000), the funds required for such restoration shall be paid by the Proprietary Companies on an Ownership Percentage basis.

- (d) Funds for the payment of any rentals paid by the Terminal Agency for the use of fixed property shall be paid by the Proprietary Companies to the Terminal Agency on the basis of their respective Modified Use Percentage for the month in which the Terminal Agency payments were made.

(2) Proceeds from sales and insurance shall be allocated as follows:

- (a) The proceeds from any Terminal property sold shall be paid to the Proprietary Companies on an Ownership Percentage basis.
- (b) The proceeds of any insurance recoveries on Terminal property destroyed or damaged shall be applied to the cost of restoration of property so damaged or destroyed, and any remainder of such proceeds shall be paid to the Proprietary Companies on an Ownership Percentage basis.
- (c) In the event any property so damaged or destroyed is not restored, proceeds of any insurance recoveries thereon shall be paid to the Proprietary Companies on an Ownership Percentage basis.

#### OPERATING WORKING FUND.

Section 23. The Proprietary Companies respectively agree to promptly pay to, and as requested by, the Terminal Agency such sums as may be required to establish and maintain an adequate operating working fund.

During the year 1939 working fund payments shall be made in the following proportions: Southern Pacific, 55%; Santa Fe, 33%; Union Pacific, 12%; which proportions shall be adjusted at the beginning of each subsequent calendar

year, so that the respective contributions shall be in accordance with the Use Percentage basis established for the previous calendar year or part thereof during which the Terminal was in operation.

### OPERATING EXPENSES.

Section 24. As used in this agreement the term "Operating Expenses" means all expenses incurred by the Terminal Agency in the management, operation and maintenance of the Terminal, including all salaries and the cost of labor, materials, supplies, insurance and bonds; also, rentals for equipment, tools, and other things rented for use in maintenance and operation; also all amounts provided in other sections of this agreement to be paid as Operating Expenses; and also all other expenditures of the Terminal Agency not provided for in other sections of this agreement that are chargeable to Operating Expenses under 1933 Accounting Regulations.

It is agreed that, commencing on the date the Terminal is placed in operation and continuing during the life of this agreement, each of the Proprietary Companies shall pay to the Terminal Agency monthly its Use Percentage for each month of the Operating Expenses for that month, such payments to be made within thirty (30) days after bills are rendered to it by the Terminal Agency therefor.

At the close of each calendar year so much of the monthly amounts paid by the Proprietary Companies during that year as are chargeable to Maintenance of Way and Structures under 1933 Accounting Regulations shall be readjusted so that each Proprietary Company will bear and pay its Use Percentage of the total of such charges for such year on an annual instead of a monthly basis, except that for the year 1939 such adjustment shall be made on the basis of the period of

that year during which the Terminal shall have been in operation.

### TAXES.

Section 25. Wherever used in this section, "Taxes" means all payments, including payments for assessments, required to be made to the Federal or State governments, or to governmental agencies or political or municipal corporations, or political subdivisions, which are levied upon or directly assignable to the Terminal and which would be chargeable under 1933 Accounting Regulations either to Railway Tax Accruals or to Investment in Road and Equipment or to Operating Expenses.

Heretofore the Southern Pacific, Santa Fe, and Salt Lake have each returned to the California State Board of Equalization their respective undivided interests in the Terminal property, and the Proprietary Companies have paid the ad valorem taxes thereon, thus bearing them on an Ownership Percentage basis, and the Terminal Agency has paid all other Taxes properly assignable to the Terminal with funds furnished by the Proprietary Companies on an Ownership Percentage basis. There have been no assessments for public improvements.

So long as the tax laws, rules, or regulations permit, returns for Taxes shall be made and Taxes paid in the same manner as heretofore.

If and when tax laws, rules, or regulations are changed, then all Taxes shall be initially paid by the Proprietary Companies and/or the Terminal Agency in conformity with tax laws, rules, or regulations which from time to time may exist.

Funds necessary to enable the Terminal Agency to pay any Taxes levied upon or against or payable by it shall,

upon request of the Terminal Agency, be paid by the Proprietary Companies on the basis of (a) their respective Modified Use Percentages for the preceding calendar year in the case of Taxes chargeable to Railway Tax Accruals; (b) their respective Ownership Percentages in case of Taxes chargeable to Investment in Road and Equipment; and (c) their respective Use Percentages for the preceding calendar year in the case of Taxes chargeable to Operating Expenses; provided, however, that for 1939 the Taxes initially paid under clause (a) shall be on an Ownership Percentage basis and under clause (c) on the basis of the percentages specified in Section 23 hereof for 1939 working fund payments.

All Taxes paid initially by the Proprietary Companies or the Terminal Agency within any calendar year shall be so adjusted within thirty (30) days after the expiration thereof that each Proprietary Company shall bear its Modified Use Percentage for such calendar year of all Taxes chargeable to Railway Tax Accruals and its Use Percentage for such calendar year of all Taxes chargeable to Operating Expenses; and all necessary payments to effectuate such adjustment shall be made.

#### EQUALIZATION TO COMPENSATE FOR DIFFERENCE BETWEEN PROPORTION- ATE USE OF TERMINAL FACILITIES AND OWNERSHIP INTERESTS IN TERMINAL.

Section 26. As used in this Section, the term "Capital Advances" means the amount from time to time standing in the Capital Advance account of the Terminal Agency pursuant to the provisions of Section 21 hereof.

Each Proprietary Company shall be credited at the end of each month, beginning with the date set for commencement of operations, by the Terminal Agency with one-

twelfth (1/12) of five per cent (5%) of its Ownership Percentage of Capital Advances, and the Terminal Agency shall charge at the end of each month, after commencement of operation, against each Proprietary Company one-twelfth (1/12) of five per cent (5%) of its Modified Use Percentage for that month of Capital Advances; and as of June 30th and December 31st of each year each Proprietary Company, the charges against which during the next preceding six months' period shall exceed its credits, shall pay the excess to the Terminal Agency, and each Proprietary Company, the charges against which shall be less than its credits, shall be paid by the Terminal Agency the sum needed to equalize its charges and credits, and such payments shall be made within thirty (30) days after the end of each such period.

SERVICES, SPACE, MATERIALS, AND SUPPLIES FURNISHED PROPRIETARY COMPANIES BY TERMINAL AGENCY.

Section 27. The amounts hereinbefore provided to be paid, cover, among other things, the right to use and enjoy the Terminal granted by Section 10, also such services as the Terminal Agency shall determine can be performed by it for the Proprietary Companies with greater efficiency and economy than if performed by them severally. Such services shall include such incidental materials and supplies as the Terminal Agency decides should not be charged separately against the Proprietary Companies. It being recognized that, due to differences in equipment and methods of operation, the services furnished the respective Proprietary Companies during the term of this agreement may differ in character from time to time, the Terminal Agency in determining what joint services it will perform without separate charge against the Proprietary Companies shall include therein such

classes of services as are necessary so that each Proprietary Company may be entitled to receive as nearly as may be its Use Percentage portion of the aggregate of such services.

Any other services performed or any other materials and supplies furnished to any Proprietary Company shall be paid for by such Proprietary Company on the basis of actual cost to the Terminal Agency, and all such payments to the Terminal Agency shall be applied to reduction of Operating Expenses.

The Proprietary Company or Companies which exclusively use any Terminal facilities or space shall pay to the Terminal Agency a reasonable rental to be fixed by the Terminal Agency for the use thereof.

## REVENUES.

Section 28. Gross Revenues from any facilities operated by the Terminal Agency for the storage and handling of baggage or parcels not held under transportation check issued by or on behalf of any of the Proprietary Companies or their connecting carriers, shall be applied by the Terminal Agency to reduction of Operating Expenses for the month in which such revenues are received. From all other revenues of the Terminal Agency, collected from third parties, including payments made by them for concessions, privileges and rentals, and from all rentals paid by any of the Proprietary Companies for exclusive space or facilities, there shall first be deducted the expense incurred in earning such revenues and the remainder shall then be paid to the Proprietary Companies on the basis of their respective Modified Use Percentages for the month in which such revenues are received by the Terminal Agency.



## PAYMENT OF BILLS.

Section 29. All sums payable hereunder by the Proprietary Companies and the Terminal Agency shall be paid when due in lawful currency of the United States of America, and errors or disputed items in bills shall not be deemed a valid excuse for delay in payment, but shall be subject to subsequent adjustment.

## RECORDS TO BE OPEN FOR INSPECTION.

Section 30. The books, accounts, and records of the Terminal Agency, and so much of the books, accounts, and records of the parties hereto as are pertinent to this agreement, shall be open for inspection at all reasonable times to the officers or agents of the Terminal Agency or of the Proprietary Companies.

## PROPOSED CHANGES, ADDITIONS OR BETTERMENTS NOT AGREED UPON BY ALL PROPRIETARY COMPANIES.

Section 31. The rights and obligations of the Proprietary Companies with respect to proposed changes in, or additions or betterments to, the Terminal, which are not agreed upon by all the Proprietary Companies, shall be as hereinafter in this Section set forth:

### ADDITIONS OUTSIDE TERMINAL BOUNDARIES.

(1) If any two of the Proprietary Companies at any time propose any addition to the Terminal to be located outside the then existing boundaries of the Terminal, including the acquisition of lands outside of said Terminal boundaries, and the third Proprietary Company refuses to accede thereto, the proposing companies shall have the right to have determined by arbitration the question of whether such addition is necessary or substantially beneficial (not

merely desirable) from the standpoint of the combined interest of all of the Proprietary Companies, as distinguished from the interest of the proposing companies.

If the arbitrators decide in favor of the proposing companies, then the proposed addition shall be made by the Terminal Agency and become a part of the Terminal.

#### CHANGES, ADDITIONS OR BETTERMENTS INSIDE TERMINAL BOUNDARIES.

(2) If any one or any two of the Proprietary Companies, at any time, propose any change in, or addition or betterment to, the Terminal to be located inside the then existing boundaries of the Terminal, and the other Proprietary Company or Companies refuse to accede thereto, the proposing company or companies shall have the right to have determined by arbitration the question of whether such proposed change, addition or betterment is necessary or substantially beneficial (not merely desirable) from the standpoint of the combined interest of all of the Proprietary Companies, as distinguished from the interest of the proposing company or companies.

If the arbitrators decide in favor of the proposing company or companies, then the proposed change, addition or betterment shall be made by the Terminal Agency and become a part of the Terminal.

#### EXCLUSIVE FACILITIES INSIDE TERMINAL BOUNDARIES.

(3) The Proprietary Company or the two Proprietary Companies proposing the construction of any addition or betterment within the then existing boundaries of the Terminal not agreed to by the other Proprietary Company or Companies shall have, in addition to the right of arbitration provided in the preceding paragraph (2) of this Section, the

further right to have determined in the same arbitration proceeding the question of whether the proposed addition or betterment may be provided for the benefit and as an exclusive facility of the proposing company or companies for the handling of its or their Passenger Train Traffic without unreasonably interfering with the use of the Terminal by, or unreasonably increasing the operating cost of, the other company or companies.

If the arbitrators decide that question in its or their favor, the proposing company or companies may then, at its or their own cost and expense, provide, own, maintain, and exclusively use such exclusive facility for handling its or their Passenger Train Traffic, but the owning company or companies shall pay to the Terminal Agency a fair rental for Terminal property used or occupied by such facility, to be determined by arbitration in the event of disagreement.

If after the construction of any such exclusive facility it shall develop that the same unreasonably interferes with the use of the Terminal by the company or companies not participating therein, then the company or companies owning and using such exclusive facility shall, at its or their cost and expense, either remove the same or so alter it that it will not interfere unreasonably with the use of the Terminal by the other company or companies; and the question of such unreasonable interference shall be determined by arbitration if the parties disagree in regard thereto.

**ACQUISITION OF INTEREST IN ANY EXCLUSIVE FACILITY  
INSIDE THE TERMINAL BOUNDARIES BY ANY  
COMPANY OR COMPANIES NOT  
PARTICIPATING THEREIN.**

(4) If any exclusive facility inside the Terminal boundaries is owned by a single Proprietary Company, then either

one of the other two Proprietary Companies may join in its ownership, upon payment to the owning Proprietary Company of one-half the cost thereof, plus simple interest on said one-half cost at the rate of five per cent (5%) per annum from the date of construction, plus also one-half of any rental paid by the owning company to the Terminal Agency; and thereafter such two owning Proprietary Companies shall jointly use and occupy the exclusive facility upon such terms between themselves as they may agree upon, or, failing agreement, as are determined by arbitration.

Any exclusive facility inside the Terminal boundaries may be made a part of the Terminal by the Proprietary Company or Companies not previously participating therein paying its or their Ownership Percentage of the cost to the owner or owners of such exclusive facility, with simple interest thereon at the rate of five per cent (5%) per annum from the date of construction, plus the amount of any rentals theretofore received by the non-participating Proprietary Company or Companies for its or their share of rentals paid to the Terminal Agency by the owner or owners of such exclusive facility.

EXCLUSIVE FACILITIES OUTSIDE TERMINAL  
BOUNDARIES—ACQUISITION OF  
INTERESTS THEREIN.

(5) (a) If the construction of some facility for the handling of Passenger Train Traffic outside the then existing Terminal boundaries and as an addition to the Terminal is proposed by any one or any two of the Proprietary Companies, and the other Proprietary Company or Companies refuse to accede to such proposal, then the proposing company or companies may, at its or their own cost and expense,

construct, own and exclusively use and operate such a facility and shall have the right to connect the same with the Terminal; provided, that such use, operation, and connection shall not unreasonably interfere with the use of the Terminal by the other Proprietary Company or Companies, or unreasonably increase its or their operating costs, and, provided further, that the Proprietary Company or Companies which own and use such exclusive facility shall make payments to the Terminal Agency in the same sums as if such facility did not exist.

The question of whether unreasonable interference or increased cost would result if any such proposed exclusive facility should be constructed, connected and used may be submitted to arbitration by the proposing company or companies if agreement thereon is not reached between the proposing Proprietary Company or Companies and the other Proprietary Company or Companies.

(b) If any such exclusive facility outside the Terminal boundaries is owned by a single Proprietary Company, either one of the other two Proprietary Companies may at any time join in its ownership and use by paying one-half the cost thereof; and thereafter such two owning Proprietary Companies shall jointly use and occupy the exclusive facility upon such terms between themselves as they may agree upon, or, failing agreement, as are determined by arbitration.

Any such exclusive facility outside the Terminal boundaries may be made a part of the Terminal by the Proprietary Company or Companies not previously participating therein paying its or their Ownership Percentage of the cost to the owner or owners of such exclusive facility.

It is agreed that if any such exclusive facility shall consist of a track or tracks extending from the southerly boundary

line of the Terminal Area across Aliso Street, then the non-owning company or companies may acquire upon the basis above in this paragraph (5) set forth an ownership interest or interests in such portions of such exclusive facility as it or they may reasonably require and any disagreement with respect to reasonable requirement may be submitted to arbitration.

Title to any interest in any addition or betterment acquired by the Union Pacific under paragraphs (4) and (5) of this Section 31 shall be vested in Salt Lake.

### DEFAULTS.

Section 32. If any Proprietary Company at any time during the life of this agreement shall default in the payment of any sum payable by it under any of the provisions of this agreement on the date when the same shall become due or payable, and either or both of the other Proprietary Companies shall elect to advance the funds required to pay the sum so in default, then the defaulting company in the case of each such default shall be obligated to pay, and it hereby agrees to pay, to the Terminal Agency for account of the company or companies making the advance, the total sum so advanced, together with interest thereon from the date of advance to the date of payment at the maximum rate of interest per annum then permitted by the laws of California for interest payable under contract. So long as any Proprietary Company shall be in default as provided for herein, it shall not be entitled to receive its share of any sums payable by the Terminal Agency to the Proprietary Companies under any of the provisions of this agreement, but the Terminal Agency shall apply such share toward the payment of the defaulting company's unpaid obligations to the other Proprietary Companies.

Provided, however, that whether or not any such advances are made, the other Proprietary Companies shall have the right to proceed without resort to arbitration to collect by suit or otherwise from the defaulting company the amounts then due and payable by it under the provisions hereof, with interest thereon as aforesaid in case advances have been made, and also to pursue any other remedies provided by law to enforce compliance by the defaulting company with its obligations hereunder.

### LIABILITY.

Section 33. (1) The term "Loss or Damage" as used in this Section relates to loss or damage arising at or adjacent to the Terminal and on the Continuity Track, and embraces all losses and damages growing out of the death of or injury to persons and all losses and damages growing out of the loss of or damage to property, including property belonging to any of the Proprietary Companies, and also embraces all costs and expenses incident to any such losses or damages.

Wherever used in this Section the term "employe" includes officers.

The term "joint employes" as used in this Section includes all employes of the Terminal Agency except during such time as they may be performing any service for or on behalf of or in respect to the use of the Terminal solely for any one or any two of the Proprietary Companies, it being agreed that when so employed any such employe shall be deemed for the time being the sole employe of the Proprietary Company or Companies for whom or on whose behalf or in respect to whose use of the Terminal such service is being performed; and said term shall also include employes of any

of the Proprietary Companies while they are performing any work for the Terminal Agency.

Loss or Damage due

- (a) To the negligence or wrongful act or omission of the sole employe or employes of one of the Proprietary Companies, or
- (b) To the concurring negligence or wrongful act or omission of a joint employe and of the sole employe or employes of one of the Proprietary Companies, or
- (c) To the failure or defect of the exclusive property of one of the Proprietary Companies, except work equipment and switch engines mentioned in subdivision (h) of this section,

shall be borne by the Proprietary Company whose sole employe or employes or whose exclusive property so caused or contributed to such loss or damage.

Loss or Damage due

- (d) To the concurring negligence or wrongful act or omission of the sole employe or employes of two or more of the Proprietary Companies, or
- (e) To the concurring negligence or wrongful act or omission of a joint employe or employes and of the sole employe or employes of two or more of the Proprietary Companies, or
- (f) To the concurring failure or defect of the exclusive property of two or more of the Proprietary Companies, except work equipment and switch engines mentioned in subdivision (h) of this section,

shall be borne equally by the Proprietary Companies concerned except that each such Proprietary Company shall bear all such Loss or Damage to its own exclusive property or to property in its custody or on its cars and as to its sole employes, passengers or persons upon its locomotives, cars or trains.



**Loss or Damage due**

- (g) To the negligence or wrongful act or omission of a joint employe or employes, or
- (h) To the failure or defect of any part of the Terminal or of the work equipment or switch engines of any of the Proprietary Companies engaged in Terminal work or operations, or
- (i) To unknown causes, or
- (j) To the acts of third persons not in the employ or under the control of the Terminal Agency or any of the Proprietary Companies,

shall be borne by each Proprietary Company as to its own exclusive property or property in its custody or upon its cars and as to its sole employes, passengers or persons upon its locomotives, cars or trains, but all cost and expense incident to Loss or Damage so caused and sustained by other persons and property and by joint employes, and all Loss or Damage to Terminal property and to the work equipment or switch engines of any of the Proprietary Companies engaged in Terminal work or operations, shall be included in Operating Expenses for the month in which such cost or expense is paid by the Terminal Agency and shall be paid by the Proprietary Companies as provided in Section 24, except that in cases of accidents in which the locomotives, cars, trains or sole employes of one or more of the Proprietary Companies are concerned, then, unless otherwise specifically provided for in the foregoing portion of this Section 33, the liability for any resulting Loss or Damage shall, as to such other persons, joint employes, the Terminal and as to the work equipment and switch engines of any Proprietary Company engaged in Terminal work or operations, be borne solely by the Proprietary Company, if only one, or jointly and equally by the

Proprietary Companies, if more than one, whose locomotives, cars, trains or sole employes are concerned.

In the event arrangements are made for the use of the exclusive tracks of the Proprietary Companies in the vicinity of Alhambra Avenue and the Los Angeles River by switch engines in the service of the Terminal in turning the equipment of the Proprietary Companies, it is agreed that all Loss or Damage resulting from such use shall in the first instance be borne wholly by the Terminal Agency, regardless of cause, and that it shall thereupon be assumed by the Proprietary Companies under the foregoing paragraphs (a) to (j) inclusive, the same as though the service had been performed within the Terminal Area.

(2) Each of the Proprietary Companies will assume and bear all losses resulting to it from the defalcations or thefts of any joint employe or employes. If in case of any such defalcation or theft the ownership of any moneys or property lost or stolen cannot be determined, the loss shall be borne by the Proprietary Companies in proportion to the average amount of monthly cash receipts handled for their respective accounts by the joint employe or employes involved during the six (6) months preceding said defalcation or theft, or during the period of operation if the defalcation or theft occurs within six (6) months after the date the operation of the Terminal shall commence, but if such average amount of monthly cash receipts is not ascertainable, then such loss shall be borne on a Use Percentage basis for the month in which the defalcation shall occur.

In the collection or receipt of money by employes of the Terminal Agency for and on behalf of any Proprietary Company, such employe while so acting shall be considered the sole agent and employe of such Proprietary Company

and shall report and remit direct to such Proprietary Company; and the other Proprietary Companies shall not be liable for the acts, neglects or defaults of any such employe while so acting.

(3) For the purposes of this Section, passengers and other Passenger Train Traffic shall be deemed in the custody of the Proprietary Company over whose line of railroad the same are to be or have been transported, except that in the event of an interline movement on through tickets or billing, custody shall pass to the receiving Proprietary Company when a passenger shall have safely alighted on the platform of the Terminal, or, in the case of other Passenger Train Traffic delivered to Terminal Agency employes, when the same shall have been safely unloaded. In case a car is interchanged from one Proprietary Company to another at the Terminal, custody thereof shall be deemed to have passed to the receiving Proprietary Company when the car has come to rest on a Terminal track and the delivering Proprietary Company's engine has been uncoupled or when a switch engine couples onto the train for the purpose of switching out said car, if the latter event occurs before the delivering Proprietary Company's engine has been uncoupled.

(4) Anything hereinabove to the contrary notwithstanding, no Proprietary Company shall have any claim against either of the other Proprietary Companies or the Terminal Agency for Loss or Damage of any kind caused by or resulting from interruption or delay to its business.

(5) Each Proprietary Company may make settlement of all claims for Loss or Damage for which it and any other Proprietary Company or Companies shall be jointly liable hereunder but no payment in excess of Five Hundred Dollars (\$500) except in emergency cases for the settlement of per-

sonal injury claims and then not exceeding Two Thousand Five Hundred Dollars (\$2,500) shall be voluntarily made by any Proprietary Company in settlement of any such claim without first having obtained in writing the consent of the other interested Proprietary Company or Companies, and in making voluntary settlements as aforesaid the Company making the same shall in all cases procure from each claimant and deliver to the other interested Proprietary Company or Companies a written release from liability in the premises.

(6) The Proprietary Companies agree that whenever any Loss or Damage shall occur which any of them shall be required hereunder to bear, either in whole or in part, the Proprietary Company or Companies so liable shall, to the extent and in the proportion it or they may be required to bear any such Loss or Damage, (a) indemnify and save harmless the other Proprietary Company or Companies from and against any suits, proceedings, causes of actions, claims, demands, attorneys' fees, costs, and other expenses arising from or growing out of any such Loss or Damage, and (b) upon demand reimburse the other Proprietary Company or Companies for any such Loss or Damage borne by it or them in the first instance; and the Proprietary Company or Companies so liable shall assume and conduct the defense of any and all suits or proceedings brought against the other Proprietary Company or Companies on account of any such Loss or Damage and pay any final judgments recovered therein; provided, however, that the Proprietary Company or Companies against which any such suit or proceeding is brought shall give reasonable notice of the institution thereof to the Proprietary Company or Companies required hereunder to bear in whole or in part the Loss or Damage on account of which any such suit or proceeding is brought.

(7) Each Proprietary Company undertakes and agrees with respect to its use of the Terminal and the operation of equipment and appliances thereon and thereover, to comply with all laws, and rules and regulations of any governmental agency having jurisdiction thereover, for the protection of employes or other persons or parties, and if any failure on its part so to comply therewith shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Terminal Agency or any other Proprietary Company or Companies, promptly to reimburse and indemnify the Terminal Agency and such other Proprietary Company or Companies for or on account of such fine, penalty, cost or charge and all expenses and attorneys' fees incurred in defending any action which may be brought on account thereof, and further agrees in the event of any such action, upon notice thereof being given by the Terminal Agency or such other Proprietary Company or Companies, to defend such action, free of cost, charge and expense to the Terminal Agency or such other Proprietary Company or Companies.

#### ARBITRATION.

Section 34. In case any disagreement shall arise between two or more of the Proprietary Companies relative to the construction or interpretation of any part of this agreement, or concerning the observance or performance of any of its terms or conditions, or as to the apportionment of charges or expenses as provided hereunder, or as to any other matter of dispute arising under this agreement which is expressly assigned as a matter for arbitration, then such question shall be submitted to the arbitrament of disinterested persons who shall be experienced railroad men then or recently in steam railroad service, and who shall be experienced in matters of the character in dispute, to be chosen as follows:

If the question in controversy shall be between one Proprietary Company on one side and one or both of the other Proprietary Companies on the other side, the side desiring arbitration shall select its arbitrator and give written notice thereof to the other side and shall in such notice state precisely the matter or matters which it proposes to bring before the arbitrators and only the matters so stated shall be considered by them. Within thirty (30) days after the service of such notice the side so notified shall select an arbitrator and notify the moving side in writing of such selection. If the side so notified shall not select an arbitrator and notify the moving side in writing of such selection as aforesaid, then the second arbitrator may be appointed by the Judge of the District Court of the United States for the District that shall then embrace the Terminal, who shall have served longest in that capacity in said District, who is willing to act, upon application of the moving side upon giving ten (10) days' written notice of such application to the other side to the controversy.

If, however, the question in controversy shall be between all three Proprietary Companies, the Proprietary Company desiring arbitration shall select its arbitrator and give written notice thereof to each of the other Proprietary Companies, and shall in such notice state precisely the matter or matters which it proposes to bring before the arbitrators and only the matters so stated shall be considered by them. Within thirty (30) days after the service of such notice the Proprietary Companies so notified shall each select an arbitrator and notify the moving Proprietary Company in writing of such selection. If any Proprietary Company so notified shall not select an arbitrator and notify the moving Proprietary Company in writing of such selection as aforesaid,

then the arbitrator for such Proprietary Company so failing to have appointed an arbitrator may be appointed by the Judge of the District Court of the United States for the District that shall then embrace the Terminal, who shall have served longest in that capacity in said District, who is willing to act, upon application of the moving Proprietary Company upon giving ten (10) days' written notice of such application to the other Proprietary Company or Companies.

The arbitrators selected or appointed in the manner provided in either of the two preceding paragraphs, within thirty (30) days after the designation of the one of them last chosen shall jointly name either one or two arbitrators, as the case may be, so that the board of arbitration shall consist of an odd number.

If in any case, as aforesaid, the arbitrators so chosen shall fail to agree upon the selection of an additional arbitrator or arbitrators, as the case may be, such arbitrator or arbitrators may be appointed by the Judge of the District Court of the United States for the District that shall then embrace the Terminal, who shall have served longest in that capacity in said District, who is willing to act, upon application of the moving Proprietary Company upon ten (10) days' written notice of such application to the other Proprietary Companies.

The arbitrators having taken and subscribed an oath before some person authorized by law to administer oaths, to the effect that they will well and truly try and impartially and justly decide the matter in controversy according to the best of their ability (which oath shall be filed with their decision) shall, as soon as possible after their selection, meet to hear and decide the question or questions submitted to them and shall give to each of the Proprietary Companies

reasonable notice of the time and place of such meeting. The hearings of the board of arbitrators shall be conducted in a lawful manner, and after hearing all Proprietary Companies interested and taking such sworn testimony or making such investigation as they may deem necessary, the written decision of the arbitrators, signed by a majority of them, shall determine the controversy, and such determination shall be final and conclusive upon the Proprietary Companies parties to the arbitration.

Upon the making of such decision each Proprietary Company shall and will immediately make such changes in the conduct of its business or such payments or restitution, as the case may be, as by such decision may be required of it.

The books and records of the Terminal Agency and of all the interested Proprietary Companies, so far as they relate to the matters submitted to arbitration, shall be open to the examination of the arbitrators.

The Proprietary Company or Companies against which the award shall be made shall pay all of the fees and expenses of the arbitration, or such fees and expenses may be apportioned by the board of arbitrators as it may determine.

Until the arbitrators shall make their award upon any question submitted to them, the business, settlements and payments to be transacted and made under this agreement shall continue to be transacted and made in the manner and form existing prior to the rise of such question.

### SALES, LEASES, CONSOLIDATIONS OF RAILROADS, ETC.

Section 35. No sale, purchase, assignment, lease, consolidation, merger or agreement of any kind or the abandonment of the use of the Terminal by any of the Proprietary



Companies shall release it from its obligations under this agreement. If any of the Proprietary Companies acquires by purchase, lease, or otherwise, the railroad owned or leased by any of the other Proprietary Companies it shall be liable to make all payments and perform all obligations by the terms of this agreement obligatory upon it and upon the Proprietary Company whose railroad it acquires. If the railroad owned or leased by any of the Proprietary Companies is sold or leased to, or otherwise comes into the hands of, any other party, such party shall be charged with all payments and perform all obligations of this agreement obligatory upon such Proprietary Company. If any of the Proprietary Companies are consolidated or if any Proprietary Company is merged into another Proprietary Company, the consolidated or surviving company shall make all payments and perform all obligations of the companies involved in such consolidation or merger. None of the parties hereto shall become a party to any agreement or arrangement providing for any sale, purchase, transfer, assignment or lease of the railroad owned or leased by it, or providing for any consolidation or merger, unless such agreement or arrangement is made expressly subject to this Section 35 hereof.

#### SUCCESSORS AND ASSIGNS, ETC.

Section 36. The several covenants and stipulations herein contained shall be mutually binding upon and inure to the benefit of the Proprietary Companies, their respective successors, lessees and assigns, provided, however, that none of the Proprietary Companies shall have the right or power to assign or transfer any interest or right under this agreement separate and apart from a sale, assignment, mortgage, lease or sublease of at least that portion located

in California of the railroad owned or leased by it, without the written consent of each of the other Proprietary Companies, and any such assignment without such written consent shall be void; provided, however, that if Salt Lake resumes possession of its railroad it shall *ipso facto* be substituted in the place and stead of Union Pacific, and that if Southern Pacific Railroad Company resumes possession of its railroad it shall *ipso facto* be substituted in the place and stead of Southern Pacific, and in that event Southern Pacific shall thereupon dispose of to Southern Pacific Railroad Company and the latter shall acquire all the interest of Southern Pacific in the Terminal.

#### COVENANTS AND AGREEMENTS ARE SEVERAL.

Section 37. It is expressly understood and agreed that all of the covenants and agreements to be performed by the Proprietary Companies under this agreement are several and not joint nor joint and several, and in no event shall any Proprietary Company be liable for a default of any of the other Proprietary Companies.

#### NOTICES.

Section 38. Notices under this agreement shall be given in writing to the President or Vice President of the company or companies entitled thereto.

#### TERM OF AGREEMENT.

Section 39. This agreement shall take effect as of the date first herein written and shall continue in force for a term of fifty (50) years, and thereafter until terminated by written notice given (either before or after the expiration of said fifty-year term) by any party hereto to each of the other parties hereto on any date in such notice stated, not less, however, than two (2) years subsequent to the date on which such notice shall be given.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in five counterparts by their respective officers thereunto duly authorized, and their respective corporate seals to be hereunto affixed and attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

SOUTHERN PACIFIC COMPANY,

By A. D. McDONALD,  
President.

(SEAL)

Attest: W. F. BULL,  
Secretary.

SOUTHERN PACIFIC RAILROAD COMPANY.

By GUY V. SHOUP,  
Vice President.

(SEAL)

Attest: ROY G. HILLEBRAND,  
Secretary.

THE ATCHISON, TOPEKA AND  
SANTA FE RAILWAY COMPANY,

By S. T. BLEDSOE,  
President.

(SEAL)

Attest: R. D. BROWN,  
Assistant Secretary.

UNION PACIFIC RAILROAD COMPANY,

By W. M. JEFFERS,  
President.

(SEAL)

Attest: PAUL RIGDON,  
Assistant Secretary.

LOS ANGELES & SALT LAKE RAILROAD  
COMPANY,

By W. M. JEFFERS,  
President.

(SEAL)

Attest: PAUL RIGDON,  
Assistant Secretary.

STATE OF NEW YORK      }  
                                   } ss.  
 COUNTY OF NEW YORK

On this nineteenth day of October, A. D. 1938, before me P. A. Burke, a Notary Public in and for the said County and State, personally appeared A. D. McDonald, known to me to be the President, and W. F. Bull, known to me to be the Secretary of the SOUTHERN PACIFIC COMPANY, one of the corporations that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation herein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

P. A. BURKE,  
 Notary Public in and for said  
 County and State.

Notary Public, Kings County  
 Kings Co. Clerk's No. 455, Register's No. 650  
 Certificates filed in  
 New York Co. Clerk's No. 1370, Register's No. O-B 836  
 Commission Expires March 30, 1940.

STATE OF CALIFORNIA  
CITY AND COUNTY OF SAN FRANCISCO } ss.

On this eleventh day of October, A. D. 1938, before me Frank Harvey, a Notary Public in and for the said County and State, personally appeared Guy V. Shoup, known to me to be the Vice President, and Roy G. Hillebrand, known to me to be the Secretary of the SOUTHERN PACIFIC RAILROAD COMPANY, one of the corporations that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation herein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

FRANK HARVEY,  
Notary Public in and for said  
County and State.

STATE OF ILLINOIS }  
 COUNTY OF COOK } ss.

On this fifth day of October, A. D. 1938, before me George L. Garver, a Notary Public in and for the said County and State, personally appeared S. T. Bledsoe, known to me to be the President of THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, one of the corporations that executed the within instrument, known to me to be one of the persons who executed the within instrument on behalf of the corporation herein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

GEORGE L. GARVER,  
 Notary Public in and for said  
 County and State.

STATE OF ILLINOIS }  
COUNTY OF COOK } ss.

On this fifth day of October, A. D. 1938, before me Arthur C. Jepson, a Notary Public in and for the said County and State, personally appeared R. D. Brown, known to me to be the Assistant Secretary of THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, one of the corporations that executed the within instrument, known to me to be one of the persons who executed the within instrument on behalf of the corporation herein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

ARTHUR C. JEPSON,  
Notary Public in and for said  
County and State.



STATE OF NEBRASKA }  
 COUNTY OF DOUGLAS } ss.

On this sixth day of October, A. D. 1938, before me Louis Scholnick, a Notary Public in and for the said County and State, personally appeared W. M. Jeffers, known to me to be the President, and Paul Rigdon, known to me to be the Assistant Secretary of UNION PACIFIC RAILROAD COMPANY, one of the corporations that executed the within instrument, known to me to be the persons who executed the within instrument, on behalf of the corporation herein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

LOUIS SCHOLNICK,  
 Notary Public in and for said  
 County and State.

STATE OF NEBRASKA }  
COUNTY OF DOUGLAS } ss.

On this sixth day of October, A. D. 1938, before me Louis Scholnick, a Notary Public in and for the said County and State, personally appeared W. M. Jeffers, known to me to be the President, and Paul Rigdon, known to me to be the Assistant Secretary of LOS ANGELES & SALT LAKE RAILROAD COMPANY, one of the corporations that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation herein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

LOUIS SCHOLNICK,  
Notary Public in and for said  
County and State.









