

Manchester NH

BOSTON AND MAINE CORPORATION, DEBTOR
ROBERT W. MESERVE AND BENJAMIN H. LACY, TRUSTEES

CONTRACT BUREAU TRANSMITTAL MEMO

DATE JUL 28 1976

FROM: L. R. Mattice
Director-Contract Bureau

TO: Messrs. P. W. Carr
J. J. Nee
H. B. Berkshire
C. R. Drake
✓ Boston Div. Supt.-G. F. Gallagher
~~N. E. Div. Supt. W. V. Furey~~
Agent- *Manchester, N.H.*

Attached for your information is copy of numbered document checked below.

CONTRACT # 59746

DEED #

CORRESPONDENCE RE CONTRACT #

✓ OPENING NOTICE SENT

CLOSING NOTICE SENT

2014

✓ H-2

H-3

H-11

AGREEMENT GOVERNING TEMPORARY USE OF RAILROAD — OWNED LAND AND SIDETRACK

AGREEMENT made in duplicate this 5th day of July, 1976 between Robert W. Meserve and Benjamin H. Lacy, as Trustees of the Property of Boston and Maine Corporation, Debtor, and not individually (see In the Matter of Boston and Maine Corporation, Debtor, United States District Court for the District of Massachusetts, Docket No. 70-250-15) with offices at 150 Causeway Street, Boston, Massachusetts, hereinafter called the "Trustees," and Gulf Oil Corporation, a corporation duly organized by law, hereinafter called the "Shipper."

WITNESSETH:

That WHEREAS the Trustees own, or control, and the Shipper desires the use of one (1) carlength of a sidetrack known as the "Old Northward Passing Track" located just south of Byron Street, so-called, together with the land thereunder,

which premises are a part of the land and location of the Trustees-----
----- in the city of Manchester, New Hampshire
and are held for railroad purposes but the Trustees are willing, so far as they lawfully may, to lease the premises temporarily for the use of the said Shipper without in any way abandoning the title or the location of said Trustees----- therein.

NOW, THEREFORE, in consideration thereof the parties hereto mutually covenant and agree as follows:

- Use 1. The Shipper may use the said premises, together with the sidetrack above described in accordance with the provisions of this agreement. The Shipper agrees at all times while tank cars are being unloaded on said track that it will have some one in attendance who shall disconnect said cars whenever the Trustees desire to switch cars to or from said sidetrack .
- Rental 2. The Shipper agrees to pay to the Trustees as rent for the use of said premises and use and maintenance of said sidetrack the sum of Fifteen and No/100 Dollars per month or fraction thereof, in advance during the continuance of this agreement.
- Ownership and Maintenance 3. It is agreed that the sidetrack is owned by the Trustees and that the Trustees shall keep said sidetrack in proper repair and that the Shipper shall remove ice and snow therefrom. The Trustees shall determine when repairs are to be made.
- Track Changes 4. The Shipper agrees not to permit or authorize the use of said leased premises by or for the benefit of any person, firm or corporation not a party to this agreement, nor to assign this contract or any rights thereunder without written consent of the Trustees.
- Switching 5. The Trustees, at the request of the Shipper, and subject to reasonable terms and regulations from time to time made by the Trustees, will switch cars to and from said sidetrack as provided in and in accordance with the published tariffs of the Trustees which are at the time applicable. It is understood, however, that cars shall be placed for the Shipper only upon section above described of said sidetrack ; the use of said sidetrack by the Shipper to be subject to necessary switching operations in its use by the Trustees or to accommodate shippers who now have or may hereafter acquire rights in the use of said sidetrack or other trackage connecting therewith.
- Demurrage It is understood and agreed that the Trustees are compelled to assess demurrage and/or other car detention charges against all shippers for the detention of cars beyond the allotted free time as prescribed in tariffs legally on file.

A. Special Provisions:

a. Notwithstanding anything to the contrary contained herein or elsewhere, the Shipper shall use said carlength of sidetrack and premises only for storage of cars.

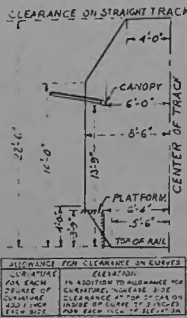
Indemnity

6. It is understood that the movement of railroad locomotives involves some risk of fire and the Shipper assumes all responsibility for and agrees to indemnify the Trustees against loss or damage to property of the Shipper or to property upon the Shipper's premises, regardless of Trustee's negligence, arising from fire caused by locomotives operated by the Trustees on said sidetrack or in the vicinity for the purpose of serving said sidetrack, except to the premises of the Trustees and to rolling stock belonging to the Trustees or to others, and to shipments in the course of transportation.

The Shipper also agrees to indemnify and hold harmless the Trustees for loss, damage or injury from any act or omission of the Shipper, its employees or agents, to the person or property of the parties hereto and their employees, and to the person or property of any other person or corporation while on or about said sidetrack; and if any claim or liability other than from fire shall arise from the joint or concurring negligence of both parties hereto it shall be borne by them equally.

Clearance

7. No obstruction of any kind whatsoever shall be permitted within the distances shown by the lines on the Clearance Diagram upon this agreement without first obtaining the consent of the Principal Engineering Officer of the railroad operated by the Trustees and the Shipper shall at all times save harmless and indemnify the Trustees from and against all loss, cost, damage or expense which the Trustees may directly or indirectly suffer or be subject to, caused wholly or in part or in any way referable to the existence of such obstruction whether with or without the consent of said Principal Engineering Officer.



Gasoline, etc.

8. The Shipper agrees not to handle explosives or gasoline, naphtha or other inflammable liquids, as defined by the regulations of the United States Department of Transportation, upon said sidetrack, unless express written permission is given by the Superintendent of the Trustees, and the Shipper shall at all times save harmless and indemnify the Trustees from and against any and all damage to rolling stock belonging to the Trustees or to others on said sidetrack due to the presence of said explosives or inflammable articles on the premises unless such damage is due to fire communicated by railroad locomotives while not operating on said sidetrack or in the vicinity for the purpose of serving said sidetrack.

Termination

9. This agreement shall take effect on the 21st day of June 1976 and shall continue in full force and effect for the term of one month and thereafter until terminated on any day by 30 days' written notice given by either party to the other, of intention to terminate. Such notice on the part of the Trustees may at their option be given by posting in a conspicuous place on or about said sidetrack and this agreement, in such case, shall terminate in 30 days after such posting.

It is agreed that any portion of the sidetrack owned by the Shipper which is situated on Trustees' land or right-of-way shall remain the property of and may be removed by said Shipper at any time before the termination of this agreement or within ten days thereafter; and it is further agreed that any part of said sidetrack remaining upon said Trustees' land or right-of-way ten days after termination of this agreement shall become and be absolutely the property of the Trustees.

The covenants and agreements herein contained shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors or assigns of the parties hereto respectively and the word "Trustee" shall be considered as meaning, "Robert W. Meserve and Benjamin H. Lacy, as Trustees of the Property of Boston and Maine Corporation, Debtor, and not individually (see In the Matter of Boston and Maine Corporation, Debtor, United States District Court for the District of Massachusetts, Docket No. 70-250-B) with offices at 150 Causeway Street, Boston, Massachusetts, their successors or assigns" and the word "Shipper" shall be considered as meaning the "Shipper, its heirs, executors, administrators, successors or assigns," wherever the context does not render such construction impossible.

IN WITNESS WHEREOF, the Shipper has hereunto set its hand and seal and the Trustees have authorized execution of these presents in duplicate on the day and year first above written.

Form approved

ROBERT W. MESERVE AND BENJAMIN H. LACY, TRUSTEES OF THE PROPERTY OF BOSTON AND MAINE CORPORATION — DEBTOR

Execution approved

BY: *[Signature]* Manager
Real Estate and Industrial Development

Gulf Oil Corporation
By *[Signature]*
Title: Vice President or Attorney in Fact
Gulf Oil Company-U.S., a Division of Gulf Oil Corp.

[Handwritten mark]