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Record Group/Collection:	Donated Historical Materials
Collection/Office of Origin:	Bush, George H.W., Collection
Series:	Personal Papers
Subseries:	Zapata Oil File, Business Alphabetical File

OA/ID Number:	25849
Folder ID Number:	25849-003

Folder Title:
Zapata - Hall and Mize, Bush-Note [1966-1967] [2]

Stack:	Row:	Section:	Shelf:	Position:
G	**5**	**1**	**3**	**4**

27

September 21, 1966

George H. W. Bush
1740 Houston Club Bldg.
Houston, Texas

The undersigned holder of 6% Installment Notes due 1968-1969, executed as of February 7, 1966, by Ernest M. Hall, Jr., and D. Doyle Mize as makers, pursuant to indenture of the same date between said makers and First City National Bank of Houston as trustee, authorize George H. W. Bush as the undersigned's agent and attorney in fact upon payment of said notes in full to waive all defaults on the part of said makers with respect to said notes and under said indenture; to waive all notice provisions as to pre-payment of the notes on the part of makers and trustee as set forth in section 3.02 of said indenture; to release and cancel all options to purchase Zapata stock held by the undersigned as one of the noteholders pursuant to article four of said indenture; and to act generally for the undersigned in connection with the prepayment of said notes in all respects, giving and receiving notices, waivers, requests, releases, amendments to the indenture and other similar acts.

GEORGE H. W. BUSH, PRESCOTT S. BUSH, JR., AND BAINE P. KERR, TRUSTEES FOR BUSH CHILDREN U/T/A DTD 11-16-55.

Geo HW Bush
George H. W. Bush

Prescott S. Bush Jr
Prescott S. Bush, Jr.

Baine P. Kerr
Baine P. Kerr

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a fast telegram

TELEGRAM	
DAY LETTER	
NIGHT LETTER	

2

WESTERN UNION TELEGRAM

W. P. MARSHALL
CHAIRMAN OF THE BOARD

R. W. McFALL
PRESIDENT

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate

FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

RECEIVED
SEP 21 1966

September 20, 1966

George H. W. Bush
1740 Houston Club Building
Houston, Texas

The undersigned holder of 6% Installment Notes due 1968-1969, executed as of February 7, 1966 by Ernest M. Hall, Jr. and D. Doyle Mize as makers, pursuant to indenture of the same date between said makers and First City National Bank of Houston as trustee, authorize George H. W. Bush as the undersigned's agent and attorney in fact upon payment of said notes in full to waive all defaults on the part of said makers with respect to said notes and under said indenture; to waive all notice provisions as to pre-payment of the notes on the part of makers and trustee as set forth in section 3.02 of said indenture; to release and cancel all options to purchase Zapata stock held by the undersigned as one of the noteholders pursuant to article four of said indenture; and to act generally for the undersigned in connection with the prepayment of said notes in all respects, giving and receiving notices, waivers, requests, releases, amendments to the indenture and other similar acts.

Veronica Sundell

WU1206(R2-65)

ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS:

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1. The Telegraph Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the unrepeated-message rate beyond the sum of five hundred dollars; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the repeated-message rate beyond the sum of five thousand dollars, unless specially valued; nor in any case for delays arising from unavoidable interruption in the working of its lines.

2. In any event the Telegraph Company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery, of any message, whether caused by the negligence of its servants or otherwise, beyond the actual loss, not exceeding in any event the sum of five thousand dollars, at which amount the sender of each message represents that the message is valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the repeated-message rate is paid or agreed to be paid and an additional charge equal to one-tenth of one per cent of the amount by which such valuation shall exceed five thousand dollars.

3. The Telegraph Company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other company when necessary to reach its destination.

4. The applicable tariff charges on a message destined to any point in the continental United States listed in the Telegraph Company's Directory of Stations cover its delivery within the established city or community limits of the destination point. Beyond such limits and to points not listed in the Telegraph Company's Directory of Stations, the Telegraph Company does not undertake to make delivery but will endeavor to arrange for delivery by any available means as the agent of the sender, with the understanding that the sender authorizes the collection of any additional charge from the addressee and agrees to pay such additional charge if it is not collected from the addressee.

5. No responsibility attaches to the Telegraph Company concerning messages until the same are accepted at one of its transmitting offices; and if a message is sent to such office by one of the Telegraph Company's messengers, he acts for that purpose as the agent of the sender; except that when the Telegraph Company sends a messenger to pick up a message, the messenger in that instance acts as the agent of the Telegraph Company in accepting the message, the Telegraph Company assuming responsibility from the time of such acceptance.

6. The Telegraph Company will not be liable for damages or statutory penalties when the claim is not presented in writing to the Telegraph Company, (a) within ninety days after the message is filed with the Telegraph Company for transmission in the case of a message between points within the United States (except in the case of an intrastate message in Texas) or between a point in the United States on the one hand and a point in Alaska, Canada, Mexico, or St. Pierre-Miquelon Islands on the other hand, or between a point in the United States and a ship at sea or in the air, (b) within 95 days after the cause of action, if any, shall have accrued in the case of an intrastate message in Texas, and (c) within 180 days after the message is filed with the Telegraph Company for transmission in the case of a message between a point in the United States and a foreign or overseas point other than the points specified above in this paragraph; provided, however, that this condition shall not apply to claims for damages or overcharges within the purview of Section 415 of the Communications Act of 1934, as amended.

7. It is agreed that in any action by the Telegraph Company to recover the tolls for any message or messages the prompt and correct transmission and delivery thereof shall be presumed, subject to rebuttal by competent evidence.

8. Special terms governing the transmission of messages according to their classes, as enumerated below, shall apply to messages in each of such respective classes in addition to all the foregoing terms.

9. No employee of the Telegraph Company is authorized to vary the foregoing.

4-54

CLASSES OF SERVICE

DOMESTIC SERVICES

TELEGRAM

The fastest domestic service.

DAY LETTER (DL)

A deferred same-day service, at low rates.

NIGHT LETTER (NL)

Economical overnight service. Accepted up to 2 A. M. for delivery the following morning; at rates lower than the Telegram or Day Letter rates.

INTERNATIONAL SERVICES

FULL RATE (FR)

The fastest overseas service. May be written in code, cipher, or in any language expressed in Roman letters.

LETTER TELEGRAM (LT)

For overnight plain language messages, at half-rate. Minimum charge for 22 words applies.

SHIP RADIOGRAM

For messages to and from ships at sea.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$ S E

WESTERN UNION TELEGRAM ®

W. P. MARSHALL
CHAIRMAN OF THE BOARD

R. W. McFALL
PRESIDENT

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

September 20, 1966

George H. W. Bush
1740 Houston Club Building
Houston, Texas

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David S Kinnan

WU1206(R2-65)

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2. In any event the Telegraph Company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery, of any message, whether caused by the negligence of its servants or otherwise, beyond the actual loss, not exceeding in any event the sum of five thousand dollars, at which amount the sender of each message represents that the message is valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the repeated-message rate is paid or agreed to be paid and an additional charge equal to one-tenth of one per cent of the amount by which such valuation shall exceed five thousand dollars.

3. The Telegraph Company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other company when necessary to reach its destination.

4. The applicable tariff charges on a message destined to any point in the continental United States listed in the Telegraph Company's Directory of Stations cover its delivery within the established city or community limits of the destination point. Beyond such limits and to points not listed in the Telegraph Company's Directory of Stations, the Telegraph Company does not undertake to make delivery but will endeavor to arrange for delivery by any available means as the agent of the sender, with the understanding that the sender authorizes the collection of any additional charge from the addressee and agrees to pay such additional charge if it is not collected from the addressee.

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4-54

CLASSES OF SERVICE

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TELEGRAM

The fastest domestic service.

DAY LETTER (DL)

A deferred same-day service, at low rates.

NIGHT LETTER (NL)

Economical overnight service. Accepted up to 2 A. M. for delivery the following morning; at rates lower than the Telegram or Day Letter rates.

INTERNATIONAL SERVICES

FULL RATE (FR)

The fastest overseas service. May be written in code, cipher, or in any language expressed in Roman letters.

LETTER TELEGRAM (LT)

For overnight plain language messages, at half-rate. Minimum charge for 22 words applies.

SHIP RADIOGRAM

For messages to and from ships at sea.

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a fast telegram

TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$ S E

WESTERN UNION TELEGRAM ®

W. P. MARSHALL
CHAIRMAN OF THE BOARD

R. W. McFALL
PRESIDENT

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate

FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

September 20, 1966

George H. W. Bush
1740 Houston Club Building
Houston, Texas

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Earl D. Johnson

WU1206(R2-65)

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4-54

CLASSES OF SERVICE

DOMESTIC SERVICES

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SHIP RADIOGRAM

For messages to and from ships at sea.

WESTERN UNION TELEGRAM

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

W. P. MARSHALL, CHAIRMAN OF THE BOARD — R. W. McFALL, PRESIDENT

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

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September 20, 1966

George H. W. Bush
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Houston, Texas

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Allan D. Tobin

WU1206(R2-65)

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4-54

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LETTER TELEGRAM (LT)

For overnight plain language messages, at half-rate. Minimum charge for 22 words applies.

SHIP RADIOGRAM

For messages to and from ships at sea.

G. H. WALKER & CO.
45 WALL STREET
NEW YORK, N. Y. 10005

VIA A

Mr. George H. W. Bush,

1740 Houston Club Building,

Houston, Texas.

Mr. Deaton

25

[illegible] Pabst [illegible] =

Fred Pabst Jr [illegible] =

David Pabst
35303 West Pabst Rd
Oconomowoc, Wisc.
414-567-4474

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a fast telegram

TELEGRAM	
DAY LETTER	
NIGHT LETTER	

WESTERN UNION TELEGRAM

W. P. MARSHALL, CHAIRMAN OF THE BOARD
R. W. McFALL, PRESIDENT

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate

FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

RECEIVED SEP 21 1966

September 20, 1966

George H. W. Bush
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Houston, Texas

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Irma D Pabst

26

WU1206(R2-65)
WU1206(R2-65)

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3. The Telegraph Company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other company when necessary to reach its destination.

4. The applicable tariff charges on a message destined to any point in the continental United States listed in the Telegraph Company's Directory of Stations cover its delivery within the established city or community limits of the destination point. Beyond such limits and to points not listed in the Telegraph Company's Directory of Stations, the Telegraph Company does not undertake to make delivery but will endeavor to arrange for delivery by any available means as the agent of the sender, with the understanding that the sender authorizes the collection of any additional charge from the addressee and agrees to pay such additional charge if it is not collected from the addressee.

5. No responsibility attaches to the Telegraph Company concerning messages until the same are accepted at one of its transmitting offices; and if a message is sent to such office by one of the Telegraph Company's messengers, he acts for that purpose as the agent of the sender; except that when the Telegraph Company sends a messenger to pick up a message, the messenger in that instance acts as the agent of the Telegraph Company in accepting the message, the Telegraph Company assuming responsibility from the time of such acceptance.

6. The Telegraph Company will not be liable for damages or statutory penalties when the claim is not presented in writing to the Telegraph Company, (a) within ninety days after the message is filed with the Telegraph Company for transmission in the case of a message between points within the United States (except in the case of an intrastate message in Texas) or between a point in the United States on the one hand and a point in Alaska, Canada, Mexico, or St. Pierre-Miquelon Islands on the other hand, or between a point in the United States and a ship at sea or in the air, (b) within 95 days after the cause of action, if any, shall have accrued in the case of an intrastate message in Texas, and (c) within 180 days after the message is filed with the Telegraph Company for transmission in the case of a message between a point in the United States and a foreign or overseas point other than the points specified above in this paragraph; provided, however, that this condition shall not apply to claims for damages or overcharges within the purview of Section 415 of the Communications Act of 1934, as amended.

7. It is agreed that in any action by the Telegraph Company to recover the tolls for any message or messages the prompt and correct transmission and delivery thereof shall be presumed, subject to rebuttal by competent evidence.

8. Special terms governing the transmission of messages according to their classes, as enumerated below, shall apply to messages in each of such respective classes in addition to all the foregoing terms.

9. No employee of the Telegraph Company is authorized to vary the foregoing.

4-54

CLASSES OF SERVICE

DOMESTIC SERVICES

TELEGRAM

The fastest domestic service.

DAY LETTER (DL)

A deferred same-day service, at low rates.

NIGHT LETTER (NL)

Economical overnight service. Accepted up to 2 A. M. for delivery the following morning; at rates lower than the Telegram or Day Letter rates.

INTERNATIONAL SERVICES

FULL RATE (FR)

The fastest overseas service. May be written in code, cipher, or in any language expressed in Roman letters.

LETTER TELEGRAM (LT)

For overnight plain language messages, at half-rate. Minimum charge for 22 words applies.

SHIP RADIOGRAM

For messages to and from ships at sea.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$ S E

WESTERN UNION TELEGRAM ®

W. P. MARSHALL
CHAIRMAN OF THE BOARD

R. W. McFALL
PRESIDENT

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

September 20, 1966

George H. W. Bush
1740 Houston Club Building
Houston, Texas

The undersigned holder of 6% Installment Notes due 1968-1969, executed as of February 7, 1966 by Ernest M. Hall, Jr. and D. Doyle Mize as makers, pursuant to indenture of the same date between said makers and First City National Bank of Houston as trustee, authorize George H. W. Bush as the undersigned's agent and attorney in fact upon payment of said notes in full to waive all defaults on the part of said makers with respect to said notes and under said indenture; to waive all notice provisions as to pre-payment of the notes on the part of makers and trustee as set forth in section 3.02 of said indenture; to release and cancel all options to purchase Zapata stock held by the undersigned as one of the noteholders pursuant to article four of said indenture; and to act generally for the undersigned in connection with the prepayment of said notes in all respects, giving and receiving notices, waivers, requests, releases, amendments to the indenture and other similar acts.

Fred Pabst Jr

WU1206(R2-65)

ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS:

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1. The Telegraph Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the unrepeated-message rate beyond the sum of five hundred dollars; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the repeated-message rate beyond the sum of five thousand dollars, unless specially valued; nor in any case for delays arising from unavoidable interruption in the working of its lines.

2. In any event the Telegraph Company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery, of any message, whether caused by the negligence of its servants or otherwise, beyond the actual loss, not exceeding in any event the sum of five thousand dollars, at which amount the sender of each message represents that the message is valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the repeated-message rate is paid or agreed to be paid and an additional charge equal to one-tenth of one per cent of the amount by which such valuation shall exceed five thousand dollars.

3. The Telegraph Company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other company when necessary to reach its destination.

4. The applicable tariff charges on a message destined to any point in the continental United States listed in the Telegraph Company's Directory of Stations cover its delivery within the established city or community limits of the destination point. Beyond such limits and to points not listed in the Telegraph Company's Directory of Stations, the Telegraph Company does not undertake to make delivery but will endeavor to arrange for delivery by any available means as the agent of the sender, with the understanding that the sender authorizes the collection of any additional charge from the addressee and agrees to pay such additional charge if it is not collected from the addressee.

5. No responsibility attaches to the Telegraph Company concerning messages until the same are accepted at one of its transmitting offices; and if a message is sent to such office by one of the Telegraph Company's messengers, he acts for that purpose as the agent of the sender; except that when the Telegraph Company sends a messenger to pick up a message, the messenger in that instance acts as the agent of the Telegraph Company in accepting the message, the Telegraph Company assuming responsibility from the time of such acceptance.

6. The Telegraph Company will not be liable for damages or statutory penalties when the claim is not presented in writing to the Telegraph Company, (a) within ninety days after the message is filed with the Telegraph Company for transmission in the case of a message between points within the United States (except in the case of an intrastate message in Texas) or between a point in the United States on the one hand and a point in Alaska, Canada, Mexico, or St. Pierre-Miquelon Islands on the other hand, or between a point in the United States and a ship at sea or in the air, (b) within 95 days after the cause of action, if any, shall have accrued in the case of an intrastate message in Texas, and (c) within 180 days after the message is filed with the Telegraph Company for transmission in the case of a message between a point in the United States and a foreign or overseas point other than the points specified above in this paragraph; provided, however, that this condition shall not apply to claims for damages or overcharges within the purview of Section 415 of the Communications Act of 1934, as amended.

7. It is agreed that in any action by the Telegraph Company to recover the tolls for any message or messages the prompt and correct transmission and delivery thereof shall be presumed, subject to rebuttal by competent evidence.

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4-54

CLASSES OF SERVICE

DOMESTIC SERVICES

TELEGRAM

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A deferred same-day service, at low rates.

NIGHT LETTER (NL)

Economical overnight service. Accepted up to 2 A. M. for delivery the following morning; at rates lower than the Telegram or Day Letter rates.

INTERNATIONAL SERVICES

FULL RATE (FR)

The fastest overseas service. May be written in code, cipher, or in any language expressed in Roman letters.

LETTER TELEGRAM (LT)

For overnight plain language messages, at half-rate. Minimum charge for 22 words applies.

SHIP RADIOGRAM

For messages to and from ships at sea.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$ S E

WESTERN UNION TELEGRAM ®

W. P. MARSHALL
CHAIRMAN OF THE BOARD

R. W. McFALL
PRESIDENT

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

September 20, 1966

George H. W. Bush
1740 Houston Club Building
Houston, Texas

The undersigned holder of 6% Installment Notes due 1968-1969, executed as of February 7, 1966 by Ernest M. Hall, Jr. and D. Doyle Mize as makers, pursuant to indenture of the same date between said makers and First City National Bank of Houston as trustee, authorize George H. W. Bush as the undersigned's agent and attorney in fact upon payment of said notes in full to waive all defaults on the part of said makers with respect to said notes and under said indenture; to waive all notice provisions as to pre-payment of the notes on the part of makers and trustee as set forth in section 3.02 of said indenture; to release and cancel all options to purchase Zapata stock held by the undersigned as one of the noteholders pursuant to article four of said indenture; and to act generally for the undersigned in connection with the prepayment of said notes in all respects, giving and receiving notices, waivers, requests, releases, amendments to the indenture and other similar acts.

Robert E Pabst

WU1206(R2-65)
WU1206(R2-65)

ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS:

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1. The Telegraph Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the unrepeated-message rate beyond the sum of five hundred dollars; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the repeated-message rate beyond the sum of five thousand dollars, unless specially valued; nor in any case for delays arising from unavoidable interruption in the working of its lines.

2. In any event the Telegraph Company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery, of any message, whether caused by the negligence of its servants or otherwise, beyond the actual loss, not exceeding in any event the sum of five thousand dollars, at which amount the sender of each message represents that the message is valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the repeated-message rate is paid or agreed to be paid and an additional charge equal to one-tenth of one per cent of the amount by which such valuation shall exceed five thousand dollars.

3. The Telegraph Company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other company when necessary to reach its destination.

4. The applicable tariff charges on a message destined to any point in the continental United States listed in the Telegraph Company's Directory of Stations cover its delivery within the established city or community limits of the destination point. Beyond such limits and to points not listed in the Telegraph Company's Directory of Stations, the Telegraph Company does not undertake to make delivery but will endeavor to arrange for delivery by any available means as the agent of the sender, with the understanding that the sender authorizes the collection of any additional charge from the addressee and agrees to pay such additional charge if it is not collected from the addressee.

5. No responsibility attaches to the Telegraph Company concerning messages until the same are accepted at one of its transmitting offices; and if a message is sent to such office by one of the Telegraph Company's messengers, he acts for that purpose as the agent of the sender; except that when the Telegraph Company sends a messenger to pick up a message, the messenger in that instance acts as the agent of the Telegraph Company in accepting the message, the Telegraph Company assuming responsibility from the time of such acceptance.

6. The Telegraph Company will not be liable for damages or statutory penalties when the claim is not presented in writing to the Telegraph Company, (a) within ninety days after the message is filed with the Telegraph Company for transmission in the case of a message between points within the United States (except in the case of an intrastate message in Texas) or between a point in the United States on the one hand and a point in Alaska, Canada, Mexico, or St. Pierre-Miquelon Islands on the other hand, or between a point in the United States and a ship at sea or in the air, (b) within 95 days after the cause of action, if any, shall have accrued in the case of an intrastate message in Texas, and (c) within 180 days after the message is filed with the Telegraph Company for transmission in the case of a message between a point in the United States and a foreign or overseas point other than the points specified above in this paragraph; provided, however, that this condition shall not apply to claims for damages or overcharges within the purview of Section 415 of the Communications Act of 1934, as amended.

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8. Special terms governing the transmission of messages according to their classes, as enumerated below, shall apply to messages in each of such respective classes in addition to all the foregoing terms.

9. No employee of the Telegraph Company is authorized to vary the foregoing.

4-54

CLASSES OF SERVICE

DOMESTIC SERVICES

TELEGRAM

The fastest domestic service.

DAY LETTER (DL)

A deferred same-day service, at low rates.

NIGHT LETTER (NL)

Economical overnight service. Accepted up to 2 A. M. for delivery the following morning; at rates lower than the Telegram or Day Letter rates.

INTERNATIONAL SERVICES

FULL RATE (FR)

The fastest overseas service. May be written in code, cipher, or in any language expressed in Roman letters.

LETTER TELEGRAM (LT)

For overnight plain language messages, at half-rate. Minimum charge for 22 words applies.

SHIP RADIOGRAM

For messages to and from ships at sea.

DOMESTIC SERVICE

Check the class of service desired; otherwise this message will be sent as a fast telegram

TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$ S E

WESTERN UNION TELEGRAM

W. P. MARSHALL
CHAIRMAN OF THE BOARD

R. W. McFALL
PRESIDENT

INTERNATIONAL SERVICE

Check the class of service desired; otherwise the message will be sent at the full rate

FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

September 20, 1966

George H. W. Bush
1740 Houston Club Building
Houston, Texas

The undersigned holder of 6% Installment Notes due 1968-1969, executed as of February 7, 1966 by Ernest M. Hall, Jr. and D. Doyle Mize as makers, pursuant to indenture of the same date between said makers and First City National Bank of Houston as trustee, authorize George H. W. Bush as the undersigned's agent and attorney in fact upon payment of said notes in full to waive all defaults on the part of said makers with respect to said notes and under said indenture; to waive all notice provisions as to pre-payment of the notes on the part of makers and trustee as set forth in section 3.02 of said indenture; to release and cancel all options to purchase Zapata stock held by the undersigned as one of the noteholders pursuant to article four of said indenture; and to act generally for the undersigned in connection with the prepayment of said notes in all respects, giving and receiving notices, waivers, requests, releases, amendments to the indenture and other similar acts.

Brown Bros Harriman & Co

WU1206(R2-65)
WU1206(R2-65)

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1. The Telegraph Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the unrepeated-message rate beyond the sum of five hundred dollars; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the repeated-message rate beyond the sum of five thousand dollars, unless specially valued; nor in any case for delays arising from unavoidable interruption in the working of its lines.

2. In any event the Telegraph Company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery, of any message, whether caused by the negligence of its servants or otherwise, beyond the actual loss, not exceeding in any event the sum of five thousand dollars, at which amount the sender of each message represents that the message is valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the repeated-message rate is paid or agreed to be paid and an additional charge equal to one-tenth of one per cent of the amount by which such valuation shall exceed five thousand dollars.

3. The Telegraph Company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other company when necessary to reach its destination.

4. The applicable tariff charges on a message destined to any point in the continental United States listed in the Telegraph Company's Directory of Stations cover its delivery within the established city or community limits of the destination point. Beyond such limits and to points not listed in the Telegraph Company's Directory of Stations, the Telegraph Company does not undertake to make delivery but will endeavor to arrange for delivery by any available means as the agent of the sender, with the understanding that the sender authorizes the collection of any additional charge from the addressee and agrees to pay such additional charge if it is not collected from the addressee.

5. No responsibility attaches to the Telegraph Company concerning messages until the same are accepted at one of its transmitting offices; and if a message is sent to such office by one of the Telegraph Company's messengers, he acts for that purpose as the agent of the sender; except that when the Telegraph Company sends a messenger to pick up a message, the messenger in that instance acts as the agent of the Telegraph Company in accepting the message, the Telegraph Company assuming responsibility from the time of such acceptance.

6. The Telegraph Company will not be liable for damages or statutory penalties when the claim is not presented in writing to the Telegraph Company, (a) within ninety days after the message is filed with the Telegraph Company for transmission in the case of a message between points within the United States (except in the case of an intrastate message in Texas) or between a point in the United States on the one hand and a point in Alaska, Canada, Mexico, or St. Pierre-Miquelon Islands on the other hand, or between a point in the United States and a ship at sea or in the air, (b) within 95 days after the cause of action, if any, shall have accrued in the case of an intrastate message in Texas, and (c) within 180 days after the message is filed with the Telegraph Company for transmission in the case of a message between a point in the United States and a foreign or overseas point other than the points specified above in this paragraph; provided, however, that this condition shall not apply to claims for damages or overcharges within the purview of Section 415 of the Communications Act of 1934, as amended.

7. It is agreed that in any action by the Telegraph Company to recover the tolls for any message or messages the prompt and correct transmission and delivery thereof shall be presumed, subject to rebuttal by competent evidence.

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9. No employee of the Telegraph Company is authorized to vary the foregoing.

4-54

CLASSES OF SERVICE

DOMESTIC SERVICES

TELEGRAM

The fastest domestic service.

DAY LETTER (DL)

A deferred same-day service, at low rates.

NIGHT LETTER (NL)

Economical overnight service. Accepted up to 2 A. M. for delivery the following morning; at rates lower than the Telegram or Day Letter rates.

INTERNATIONAL SERVICES

FULL RATE (FR)

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LETTER TELEGRAM (LT)

For overnight plain language messages, at half-rate. Minimum charge for 22 words applies.

SHIP RADIOGRAM

For messages to and from ships at sea.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$ S E

WESTERN UNION TELEGRAM ®

W. P. MARSHALL
CHAIRMAN OF THE BOARD

R. W. McFALL
PRESIDENT

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

September 20, 1966

George H. W. Bush
1740 Houston Club Building
Houston, Texas

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Robert M and Patricia Goodyear

WU 1206 (R2-65)

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2. In any event the Telegraph Company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery, of any message, whether caused by the negligence of its servants or otherwise, beyond the actual loss, not exceeding in any event the sum of five thousand dollars, at which amount the sender of each message represents that the message is valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the repeated-message rate is paid or agreed to be paid and an additional charge equal to one-tenth of one per cent of the amount by which such valuation shall exceed five thousand dollars.

3. The Telegraph Company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other company when necessary to reach its destination.

4. The applicable tariff charges on a message destined to any point in the continental United States listed in the Telegraph Company's Directory of Stations cover its delivery within the established city or community limits of the destination point. Beyond such limits and to points not listed in the Telegraph Company's Directory of Stations, the Telegraph Company does not undertake to make delivery but will endeavor to arrange for delivery by any available means as the agent of the sender, with the understanding that the sender authorizes the collection of any additional charge from the addressee and agrees to pay such additional charge if it is not collected from the addressee.

5. No responsibility attaches to the Telegraph Company concerning messages until the same are accepted at one of its transmitting offices; and if a message is sent to such office by one of the Telegraph Company's messengers, he acts for that purpose as the agent of the sender; except that when the Telegraph Company sends a messenger to pick up a message, the messenger in that instance acts as the agent of the Telegraph Company in accepting the message, the Telegraph Company assuming responsibility from the time of such acceptance.

6. The Telegraph Company will not be liable for damages or statutory penalties when the claim is not presented in writing to the Telegraph Company, (a) within ninety days after the message is filed with the Telegraph Company for transmission in the case of a message between points within the United States (except in the case of an intrastate message in Texas) or between a point in the United States on the one hand and a point in Alaska, Canada, Mexico, or St. Pierre-Miquelon Islands on the other hand, or between a point in the United States and a ship at sea or in the air, (b) within 95 days after the cause of action, if any, shall have accrued in the case of an intrastate message in Texas, and (c) within 180 days after the message is filed with the Telegraph Company for transmission in the case of a message between a point in the United States and a foreign or overseas point other than the points specified above in this paragraph; provided, however, that this condition shall not apply to claims for damages or overcharges within the purview of Section 415 of the Communications Act of 1934, as amended.

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6-54

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LETTER TELEGRAM (LT)

For overnight plain language messages, at half-rate. Minimum charge for 22 words applies.

SHIP RADIOGRAM

For messages to and from ships at sea.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$ S E

WESTERN UNION TELEGRAM ®

W. P. MARSHALL
CHAIRMAN OF THE BOARD

R. W. McFALL
PRESIDENT

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

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Theodore G. Patterson

WU1206(R2-65)

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1. The Telegraph Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the unrepeated-message rate beyond the sum of five hundred dollars; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the repeated-message rate beyond the sum of five thousand dollars, unless specially valued; nor in any case for delays arising from unavoidable interruption in the working of its lines.

2. In any event the Telegraph Company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery, of any message, whether caused by the negligence of its servants or otherwise, beyond the actual loss, not exceeding in any event the sum of five thousand dollars, at which amount the sender of each message represents that the message is valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the repeated-message rate is paid or agreed to be paid and an additional charge equal to one-tenth of one per cent of the amount by which such valuation shall exceed five thousand dollars.

3. The Telegraph Company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other company when necessary to reach its destination.

4. The applicable tariff charges on a message destined to any point in the continental United States listed in the Telegraph Company's Directory of Stations cover its delivery within the established city or community limits of the destination point. Beyond such limits and to points not listed in the Telegraph Company's Directory of Stations, the Telegraph Company does not undertake to make delivery but will endeavor to arrange for delivery by any available means as the agent of the sender, with the understanding that the sender authorizes the collection of any additional charge from the addressee and agrees to pay such additional charge if it is not collected from the addressee.

5. No responsibility attaches to the Telegraph Company concerning messages until the same are accepted at one of its transmitting offices; and if a message is sent to such office by one of the Telegraph Company's messengers, he acts for that purpose as the agent of the sender; except that when the Telegraph Company sends a messenger to pick up a message, the messenger in that instance acts as the agent of the Telegraph Company in accepting the message, the Telegraph Company assuming responsibility from the time of such acceptance.

6. The Telegraph Company will not be liable for damages or statutory penalties when the claim is not presented in writing to the Telegraph Company, (a) within ninety days after the message is filed with the Telegraph Company for transmission in the case of a message between points within the United States (except in the case of an intrastate message in Texas) or between a point in the United States on the one hand and a point in Alaska, Canada, Mexico, or St. Pierre-Miquelon Islands on the other hand, or between a point in the United States and a ship at sea or in the air, (b) within 95 days after the cause of action, if any, shall have accrued in the case of an intrastate message in Texas, and (c) within 180 days after the message is filed with the Telegraph Company for transmission in the case of a message between a point in the United States and a foreign or overseas point other than the points specified above in this paragraph; provided, however, that this condition shall not apply to claims for damages or overcharges within the purview of Section 415 of the Communications Act of 1934, as amended.

7. It is agreed that in any action by the Telegraph Company to recover the tolls for any message or messages the prompt and correct transmission and delivery thereof shall be presumed, subject to rebuttal by competent evidence.

8. Special terms governing the transmission of messages according to their classes, as enumerated below, shall apply to messages in each of such respective classes in addition to all the foregoing terms.

9. No employee of the Telegraph Company is authorized to vary the foregoing.

6-54

CLASSES OF SERVICE

DOMESTIC SERVICES

TELEGRAM

The fastest domestic service.

DAY LETTER (DL)

A deferred same-day service, at low rates.

NIGHT LETTER (NL)

Economical overnight service. Accepted up to 2 A. M. for delivery the following morning; at rates lower than the Telegram or Day Letter rates.

INTERNATIONAL SERVICES

FULL RATE (FR)

The fastest overseas service. May be written in code, cipher, or in any language expressed in Roman letters.

LETTER TELEGRAM (LT)

For overnight plain language messages, at half-rate. Minimum charge for 22 words applies.

SHIP RADIOGRAM

For messages to and from ships at sea.

DOMESTIC SERVICE

Check the class of service desired; otherwise this message will be sent as a fast telegram

TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$ S E

WESTERN UNION TELEGRAM ®

W. P. MARSHALL
CHAIRMAN OF THE BOARD

R. W. McFALL
PRESIDENT

INTERNATIONAL SERVICE

Check the class of service desired; otherwise the message will be sent at the full rate

FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

September 20, 1966

George H. W. Bush
1740 Houston Club Building
Houston, Texas

The undersigned holder of 6% Installment Notes due 1968-1969, executed as of February 7, 1966 by Ernest M. Hall, Jr. and D. Doyle Mize as makers, pursuant to indenture of the same date between said makers and First City National Bank of Houston as trustee, authorize George H. W. Bush as the undersigned's agent and attorney in fact upon payment of said notes in full to waive all defaults on the part of said makers with respect to said notes and under said indenture; to waive all notice provisions as to pre-payment of the notes on the part of makers and trustee as set forth in section 3.02 of said indenture; to release and cancel all options to purchase Zapata stock held by the undersigned as one of the noteholders pursuant to article four of said indenture; and to act generally for the undersigned in connection with the prepayment of said notes in all respects, giving and receiving notices, waivers, requests, releases, amendments to the indenture and other similar acts.

Caroline P Shaw

WU1206(R2-65)

ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS:

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1. The Telegraph Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the unrepeated-message rate beyond the sum of five hundred dollars; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the repeated-message rate beyond the sum of five thousand dollars, unless specially valued; nor in any case for delays arising from unavoidable interruption in the working of its lines.

2. In any event the Telegraph Company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery, of any message, whether caused by the negligence of its servants or otherwise, beyond the actual loss, not exceeding in any event the sum of five thousand dollars, at which amount the sender of each message represents that the message is valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the repeated-message rate is paid or agreed to be paid and an additional charge equal to one-tenth of one per cent of the amount by which such valuation shall exceed five thousand dollars.

3. The Telegraph Company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other company when necessary to reach its destination.

4. The applicable tariff charges on a message destined to any point in the continental United States listed in the Telegraph Company's Directory of Stations cover its delivery within the established city or community limits of the destination point. Beyond such limits and to points not listed in the Telegraph Company's Directory of Stations, the Telegraph Company does not undertake to make delivery but will endeavor to arrange for delivery by any available means as the agent of the sender, with the understanding that the sender authorizes the collection of any additional charge from the addressee and agrees to pay such additional charge if it is not collected from the addressee.

5. No responsibility attaches to the Telegraph Company concerning messages until the same are accepted at one of its transmitting offices; and if a message is sent to such office by one of the Telegraph Company's messengers, he acts for that purpose as the agent of the sender; except that when the Telegraph Company sends a messenger to pick up a message, the messenger in that instance acts as the agent of the Telegraph Company in accepting the message, the Telegraph Company assuming responsibility from the time of such acceptance.

6. The Telegraph Company will not be liable for damages or statutory penalties when the claim is not presented in writing to the Telegraph Company, (a) within ninety days after the message is filed with the Telegraph Company for transmission in the case of a message between points within the United States (except in the case of an intrastate message in Texas) or between a point in the United States on the one hand and a point in Alaska, Canada, Mexico, or St. Pierre-Miquelon Islands on the other hand, or between a point in the United States and a ship at sea or in the air, (b) within 95 days after the cause of action, if any, shall have accrued in the case of an intrastate message in Texas, and (c) within 180 days after the message is filed with the Telegraph Company for transmission in the case of a message between a point in the United States and a foreign or overseas point other than the points specified above in this paragraph; provided, however, that this condition shall not apply to claims for damages or overcharges within the purview of Section 415 of the Communications Act of 1934, as amended.

7. It is agreed that in any action by the Telegraph Company to recover the tolls for any message or messages the prompt and correct transmission and delivery thereof shall be presumed, subject to rebuttal by competent evidence.

8. Special terms governing the transmission of messages according to their classes, as enumerated below, shall apply to messages in each of such respective classes in addition to all the foregoing terms.

9. No employee of the Telegraph Company is authorized to vary the foregoing.

4-54

CLASSES OF SERVICE

DOMESTIC SERVICES

TELEGRAM

The fastest domestic service.

DAY LETTER (DL)

A deferred same-day service, at low rates.

NIGHT LETTER (NL)

Economical overnight service. Accepted up to 2 A. M. for delivery the following morning, at rates lower than the Telegram or Day Letter rates.

INTERNATIONAL SERVICES

FULL RATE (FR)

The fastest overseas service. May be written in code, cipher, or in any language expressed in Roman letters.

LETTER TELEGRAM (LT)

For overnight plain language messages, at half-rate. Minimum charge for 22 words applies.

SHIP RADIOGRAM

For messages to and from ships at sea.

DOMESTIC SERVICE

Check the class of service desired; otherwise this message will be sent as a fast telegram

TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$ S E

WESTERN UNION TELEGRAM

W. P. MARSHALL, CHAIRMAN OF THE BOARD

R. W. McFALL, PRESIDENT

INTERNATIONAL SERVICE

Check the class of service desired; otherwise the message will be sent at the full rate

FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

September 20, 1966

George H. W. Bush
1740 Houston Club Building
Houston, Texas

The undersigned holder of 6% Installment Notes due 1968-1969, executed as of February 7, 1966 by Ernest M. Hall, Jr. and D. Doyle Mize as makers, pursuant to indenture of the same date between said makers and First City National Bank of Houston as trustee, authorize George H. W. Bush as the undersigned's agent and attorney in fact upon payment of said notes in full to waive all defaults on the part of said makers with respect to said notes and under said indenture; to waive all notice provisions as to pre-payment of the notes on the part of makers and trustee as set forth in section 3.02 of said indenture; to release and cancel all options to purchase Zapata stock held by the undersigned as one of the noteholders pursuant to article four of said indenture; and to act generally for the undersigned in connection with the prepayment of said notes in all respects, giving and receiving notices, waivers, requests, releases, amendments to the indenture and other similar acts.

Moray L. McMakin

WU1206(R2-65)

ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS:

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2. In any event the Telegraph Company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery, of any message, whether caused by the negligence of its servants or otherwise, beyond the actual loss, not exceeding in any event the sum of five thousand dollars, at which amount the sender of each message represents that the message is valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the repeated-message rate is paid or agreed to be paid and an additional charge equal to one-tenth of one per cent of the amount by which such valuation shall exceed five thousand dollars.

3. The Telegraph Company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other company when necessary to reach its destination.

4. The applicable tariff charges on a message destined to any point in the continental United States listed in the Telegraph Company's Directory of Stations cover its delivery within the established city or community limits of the destination point. Beyond such limits and to points not listed in the Telegraph Company's Directory of Stations, the Telegraph Company does not undertake to make delivery but will endeavor to arrange for delivery by any available means as the agent of the sender, with the understanding that the sender authorizes the collection of any additional charge from the addressee and agrees to pay such additional charge if it is not collected from the addressee.

5. No responsibility attaches to the Telegraph Company concerning messages until the same are accepted at one of its transmitting offices; and if a message is sent to such office by one of the Telegraph Company's messengers, he acts for that purpose as the agent of the sender; except that when the Telegraph Company sends a messenger to pick up a message, the messenger in that instance acts as the agent of the Telegraph Company in accepting the message, the Telegraph Company assuming responsibility from the time of such acceptance.

6. The Telegraph Company will not be liable for damages or statutory penalties when the claim is not presented in writing to the Telegraph Company, (a) within ninety days after the message is filed with the Telegraph Company for transmission in the case of a message between points within the United States (except in the case of an intrastate message in Texas) or between a point in the United States on the one hand and a point in Alaska, Canada, Mexico, or St. Pierre-Miquelon Islands on the other hand, or between a point in the United States and a ship at sea or in the air, (b) within 95 days after the cause of action, if any, shall have accrued in the case of an intrastate message in Texas, and (c) within 180 days after the message is filed with the Telegraph Company for transmission in the case of a message between a point in the United States and a foreign or overseas point other than the points specified above in this paragraph; provided, however, that this condition shall not apply to claims for damages or overcharges within the purview of Section 415 of the Communications Act of 1934, as amended.

7. It is agreed that in any action by the Telegraph Company to recover the tolls for any message or messages the prompt and correct transmission and delivery thereof shall be presumed, subject to rebuttal by competent evidence.

8. Special terms governing the transmission of messages according to their classes, as enumerated below, shall apply to messages in each of such respective classes in addition to all the foregoing terms.

9. No employee of the Telegraph Company is authorized to vary the foregoing.

4-54

CLASSES OF SERVICE

DOMESTIC SERVICES

TELEGRAM

The fastest domestic service.

DAY LETTER (DL)

A deferred same-day service, at low rates.

NIGHT LETTER (NL)

Economical overnight service. Accepted up to 2 A. M. for delivery the following morning; at rates lower than the Telegram or Day Letter rates.

INTERNATIONAL SERVICES

FULL RATE (FR)

The fastest overseas service. May be written in code, cipher, or in any language expressed in Roman letters.

LETTER TELEGRAM (LT)

For overnight plain language messages, at half-rate. Minimum charge for 22 words applies.

SHIP RADIOGRAM

For messages to and from ships at sea.

DOMESTIC SERVICE

Check the class of service desired; otherwise this message will be sent as a fast telegram

TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$ S E

WESTERN UNION TELEGRAM ®

W. P. MARSHALL
CHAIRMAN OF THE BOARD

R. W. McFALL
PRESIDENT

INTERNATIONAL SERVICE

Check the class of service desired; otherwise the message will be sent at the full rate

FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

September 20, 1966

George H. W. Bush
1740 Houston Club Building
Houston, Texas

The undersigned holder of 6% Installment Notes due 1968-1969, executed as of February 7, 1966 by Ernest M. Hall, Jr. and D. Doyle Mize as makers, pursuant to indenture of the same date between said makers and First City National Bank of Houston as trustee, authorize George H. W. Bush as the undersigned's agent and attorney in fact upon payment of said notes in full to waive all defaults on the part of said makers with respect to said notes and under said indenture; to waive all notice provisions as to pre-payment of the notes on the part of makers and trustee as set forth in section 3.02 of said indenture; to release and cancel all options to purchase Zapata stock held by the undersigned as one of the noteholders pursuant to article four of said indenture; and to act generally for the undersigned in connection with the prepayment of said notes in all respects, giving and receiving notices, waivers, requests, releases, amendments to the indenture and other similar acts.

Bell & CO

WU1206 (R2-65)

ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS:

To guard against mistakes or delays, the sender of a message should order it repeated, that is, telegraphed back to the originating office for comparison. For this, one-half the unrepeated message rate is charged in addition. Unless otherwise indicated on its face, this is an unrepeated message and paid for as such, in consideration whereof it is agreed between the sender of the message and the Telegraph Company as follows:

1. The Telegraph Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the unrepeated-message rate beyond the sum of five hundred dollars; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the repeated-message rate beyond the sum of five thousand dollars, unless specially valued; nor in any case for delays arising from unavoidable interruption in the working of its lines.

2. In any event the Telegraph Company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery, of any message, whether caused by the negligence of its servants or otherwise, beyond the actual loss, not exceeding in any event the sum of five thousand dollars, at which amount the sender of each message represents that the message is valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the repeated-message rate is paid or agreed to be paid and an additional charge equal to one-tenth of one per cent of the amount by which such valuation shall exceed five thousand dollars.

3. The Telegraph Company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other company when necessary to reach its destination.

4. The applicable tariff charges on a message destined to any point in the continental United States listed in the Telegraph Company's Directory of Stations cover its delivery within the established city or community limits of the destination point. Beyond such limits and to points not listed in the Telegraph Company's Directory of Stations, the Telegraph Company does not undertake to make delivery but will endeavor to arrange for delivery by any available means as the agent of the sender, with the understanding that the sender authorizes the collection of any additional charge from the addressee and agrees to pay such additional charge if it is not collected from the addressee.

5. No responsibility attaches to the Telegraph Company concerning messages until the same are accepted at one of its transmitting offices; and if a message is sent to such office by one of the Telegraph Company's messengers, he acts for that purpose as the agent of the sender; except that when the Telegraph Company sends a messenger to pick up a message, the messenger in that instance acts as the agent of the Telegraph Company in accepting the message, the Telegraph Company assuming responsibility from the time of such acceptance.

6. The Telegraph Company will not be liable for damages or statutory penalties when the claim is not presented in writing to the Telegraph Company, (a) within ninety days after the message is filed with the Telegraph Company for transmission in the case of a message between points within the United States (except in the case of an intrastate message in Texas) or between a point in the United States on the one hand and a point in Alaska, Canada, Mexico, or St. Pierre-Miquelon Islands on the other hand, or between a point in the United States and a ship at sea or in the air, (b) within 95 days after the cause of action, if any, shall have accrued in the case of an intrastate message in Texas, and (c) within 180 days after the message is filed with the Telegraph Company for transmission in the case of a message between a point in the United States and a foreign or overseas point other than the points specified above in this paragraph; provided, however, that this condition shall not apply to claims for damages or overcharges within the purview of Section 415 of the Communications Act of 1934, as amended.

7. It is agreed that in any action by the Telegraph Company to recover the tolls for any message or messages the prompt and correct transmission and delivery thereof shall be presumed, subject to rebuttal by competent evidence.

8. Special terms governing the transmission of messages according to their classes, as enumerated below, shall apply to messages in each of such respective classes in addition to all the foregoing terms.

9. No employee of the Telegraph Company is authorized to vary the foregoing.

4-54

CLASSES OF SERVICE

DOMESTIC SERVICES

TELEGRAM

The fastest domestic service.

DAY LETTER (DL)

A deferred same-day service, at low rates.

NIGHT LETTER (NL)

Economical overnight service. Accepted up to 2 A. M. for delivery the following morning; at rates lower than the Telegram or Day Letter rates.

INTERNATIONAL SERVICES

FULL RATE (FR)

The fastest overseas service. May be written in code, cipher, or in any language expressed in Roman letters.

LETTER TELEGRAM (LT)

For overnight plain language messages, at half-rate. Minimum charge for 22 words applies.

SHIP RADIOGRAM

For messages to and from ships at sea.

WESTERN UNION TELEGRAM

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$ S E

W. P. MARSHALL
CHAIRMAN OF THE BOARD

R. W. McFALL
PRESIDENT

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

September 20, 1966

George H. W. Bush
1740 Houston Club Building
Houston, Texas

The undersigned holder of 6% Installment Notes due 1968-1969, executed as of February 7, 1966 by Ernest M. Hall, Jr. and D. Doyle Mize as makers, pursuant to indenture of the same date between said makers and First City National Bank of Houston as trustee, authorize George H. W. Bush as the undersigned's agent and attorney in fact upon payment of said notes in full to waive all defaults on the part of said makers with respect to said notes and under said indenture; to waive all notice provisions as to pre-payment of the notes on the part of makers and trustee as set forth in section 3.02 of said indenture; to release and cancel all options to purchase Zapata stock held by the undersigned as one of the noteholders pursuant to article four of said indenture; and to act generally for the undersigned in connection with the prepayment of said notes in all respects, giving and receiving notices, waivers, requests, releases, amendments to the indenture and other similar acts.

Naidot & Co

WU 1206 (R2-65)

ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS:

To guard against mistakes or delays, the sender of a message should order it repeated, that is, telegraphed back to the originating office for comparison. For this, one-half the unrepeated message rate is charged in addition. Unless otherwise indicated on its face, this is an unrepeated message and paid for as such, in consideration whereof it is agreed between the sender of the message and the Telegraph Company as follows:

1. The Telegraph Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the unrepeated-message rate beyond the sum of five hundred dollars; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the repeated-message rate beyond the sum of five thousand dollars, unless specially valued; nor in any case for delays arising from unavoidable interruption in the working of its lines.

2. In any event the Telegraph Company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery, of any message, whether caused by the negligence of its servants or otherwise, beyond the actual loss, not exceeding in any event the sum of five thousand dollars, at which amount the sender of each message represents that the message is valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the repeated-message rate is paid or agreed to be paid and an additional charge equal to one-tenth of one per cent of the amount by which such valuation shall exceed five thousand dollars.

3. The Telegraph Company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other company when necessary to reach its destination.

4. The applicable tariff charges on a message destined to any point in the continental United States listed in the Telegraph Company's Directory of Stations cover its delivery within the established city or community limits of the destination point. Beyond such limits and to points not listed in the Telegraph Company's Directory of Stations, the Telegraph Company does not undertake to make delivery but will endeavor to arrange for delivery by any available means as the agent of the sender, with the understanding that the sender authorizes the collection of any additional charge from the addressee and agrees to pay such additional charge if it is not collected from the addressee.

5. No responsibility attaches to the Telegraph Company concerning messages until the same are accepted at one of its transmitting offices; and if a message is sent to such office by one of the Telegraph Company's messengers, he acts for that purpose as the agent of the sender; except that when the Telegraph Company sends a messenger to pick up a message, the messenger in that instance acts as the agent of the Telegraph Company in accepting the message, the Telegraph Company assuming responsibility from the time of such acceptance.

6. The Telegraph Company will not be liable for damages or statutory penalties when the claim is not presented in writing to the Telegraph Company, (a) within ninety days after the message is filed with the Telegraph Company for transmission in the case of a message between points within the United States (except in the case of an intrastate message in Texas) or between a point in the United States on the one hand and a point in Alaska, Canada, Mexico, or St. Pierre-Miquelon Islands on the other hand, or between a point in the United States and a ship at sea or in the air, (b) within 95 days after the cause of action, if any, shall have accrued in the case of an intrastate message in Texas, and (c) within 180 days after the message is filed with the Telegraph Company for transmission in the case of a message between a point in the United States and a foreign or overseas point other than the points specified above in this paragraph; provided, however, that this condition shall not apply to claims for damages or overcharges within the purview of Section 415 of the Communications Act of 1934, as amended.

7. It is agreed that in any action by the Telegraph Company to recover the tolls for any message or messages the prompt and correct transmission and delivery thereof shall be presumed, subject to rebuttal by competent evidence.

8. Special terms governing the transmission of messages according to their classes, as enumerated below, shall apply to messages in each of such respective classes in addition to all the foregoing terms.

9. No employee of the Telegraph Company is authorized to vary the foregoing.

4-54

CLASSES OF SERVICE

DOMESTIC SERVICES

TELEGRAM

The fastest domestic service.

DAY LETTER (DL)

A deferred same-day service, at low rates.

NIGHT LETTER (NL)

Economical overnight service. Accepted up to 2 A. M. for delivery the following morning; at rates lower than the Telegram or Day Letter rates.

INTERNATIONAL SERVICES

FULL RATE (FR)

The fastest overseas service. May be written in code, cipher, or in any language expressed in Roman letters.

LETTER TELEGRAM (LT)

For overnight plain language messages, at half-rate. Minimum charge for 22 words applies.

SHIP RADIOGRAM

For messages to and from ships at sea.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

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WESTERN UNION TELEGRAM ®

W. P. MARSHALL
CHAIRMAN OF THE BOARD

R. W. McFALL
PRESIDENT

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

September 20, 1966

George H. W. Bush
1740 Houston Club Building
Houston, Texas

The undersigned holder of 6% Installment Notes due 1968-1969, executed as of February 7, 1966 by Ernest M. Hall, Jr. and D. Doyle Mize as makers, pursuant to indenture of the same date between said makers and First City National Bank of Houston as trustee, authorize George H. W. Bush as the undersigned's agent and attorney in fact upon payment of said notes in full to waive all defaults on the part of said makers with respect to said notes and under said indenture; to waive all notice provisions as to pre-payment of the notes on the part of makers and trustee as set forth in section 3.02 of said indenture; to release and cancel all options to purchase Zapata stock held by the undersigned as one of the noteholders pursuant to article four of said indenture; and to act generally for the undersigned in connection with the prepayment of said notes in all respects, giving and receiving notices, waivers, requests, releases, amendments to the indenture and other similar acts.

Godfrey S. Rockefeller

WU1206(R2-65)

ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS:

To guard against mistakes or delays, the sender of a message should order it repeated, that is, telegraphed back to the originating office for comparison. For this, one-half the unrepeated message rate is charged in addition. Unless otherwise indicated on its face, this is an unrepeated message and paid for as such, in consideration whereof it is agreed between the sender of the message and the Telegraph Company as follows:

1. The Telegraph Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the unrepeated-message rate beyond the sum of five hundred dollars; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the repeated-message rate beyond the sum of five thousand dollars, unless specially valued; nor in any case for delays arising from unavoidable interruption in the working of its lines.

2. In any event the Telegraph Company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery, of any message, whether caused by the negligence of its servants or otherwise, beyond the actual loss, not exceeding in any event the sum of five thousand dollars, at which amount the sender of each message represents that the message is valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the repeated-message rate is paid or agreed to be paid and an additional charge equal to one-tenth of one per cent of the amount by which such valuation shall exceed five thousand dollars.

3. The Telegraph Company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other company when necessary to reach its destination.

4. The applicable tariff charges on a message destined to any point in the continental United States listed in the Telegraph Company's Directory of Stations cover its delivery within the established city or community limits of the destination point. Beyond such limits and to points not listed in the Telegraph Company's Directory of Stations, the Telegraph Company does not undertake to make delivery but will endeavor to arrange for delivery by any available means as the agent of the sender, with the understanding that the sender authorizes the collection of any additional charge from the addressee and agrees to pay such additional charge if it is not collected from the addressee.

5. No responsibility attaches to the Telegraph Company concerning messages until the same are accepted at one of its transmitting offices; and if a message is sent to such office by one of the Telegraph Company's messengers, he acts for that purpose as the agent of the sender; except that when the Telegraph Company sends a messenger to pick up a message, the messenger in that instance acts as the agent of the Telegraph Company in accepting the message, the Telegraph Company assuming responsibility from the time of such acceptance.

6. The Telegraph Company will not be liable for damages or statutory penalties when the claim is not presented in writing to the Telegraph Company, (a) within ninety days after the message is filed with the Telegraph Company for transmission in the case of a message between points within the United States (except in the case of an intrastate message in Texas) or between a point in the United States on the one hand and a point in Alaska, Canada, Mexico, or St. Pierre-Miquelon Islands on the other hand, or between a point in the United States and a ship at sea or in the air, (b) within 95 days after the cause of action, if any, shall have accrued in the case of an intrastate message in Texas, and (c) within 180 days after the message is filed with the Telegraph Company for transmission in the case of a message between a point in the United States and a foreign or overseas point other than the points specified above in this paragraph; provided, however, that this condition shall not apply to claims for damages or overcharges within the purview of Section 415 of the Communications Act of 1934, as amended.

7. It is agreed that in any action by the Telegraph Company to recover the tolls for any message or messages the prompt and correct transmission and delivery thereof shall be presumed, subject to rebuttal by competent evidence.

8. Special terms governing the transmission of messages according to their classes, as enumerated below, shall apply to messages in each of such respective classes in addition to all the foregoing terms.

9. No employee of the Telegraph Company is authorized to vary the foregoing.

4-54

CLASSES OF SERVICE

DOMESTIC SERVICES

TELEGRAM

The fastest domestic service.

DAY LETTER (DL)

A deferred same-day service, at low rates.

NIGHT LETTER (NL)

Economical overnight service. Accepted up to 2 A. M. for delivery the following morning; at rates lower than the Telegram or Day Letter rates.

INTERNATIONAL SERVICES

FULL RATE (FR)

The fastest overseas service. May be written in code, cipher, or in any language expressed in Roman letters.

LETTER TELEGRAM (LT)

For overnight plain language messages, at half-rate. Minimum charge for 22 words applies.

SHIP RADIOGRAM

For messages to and from ships at sea.

DOMESTIC SERVICE

Check the class of service desired; otherwise this message will be sent as a fast telegram

TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$ S E

WESTERN UNION TELEGRAM ®

W. P. MARSHALL
CHAIRMAN OF THE BOARD

R. W. McFALL
PRESIDENT

INTERNATIONAL SERVICE

Check the class of service desired; otherwise the message will be sent at the full rate

FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

September 20, 1966

George H. W. Bush
1740 Houston Club Building
Houston, Texas

The undersigned holder of 6% Installment Notes due 1968-1969, executed as of February 7, 1966 by Ernest M. Hall, Jr. and D. Doyle Mize as makers, pursuant to indenture of the same date between said makers and First City National Bank of Houston as trustee, authorize George H. W. Bush as the undersigned's agent and attorney in fact upon payment of said notes in full to waive all defaults on the part of said makers with respect to said notes and under said indenture; to waive all notice provisions as to pre-payment of the notes on the part of makers and trustee as set forth in section 3.02 of said indenture; to release and cancel all options to purchase Zapata stock held by the undersigned as one of the noteholders pursuant to article four of said indenture; and to act generally for the undersigned in connection with the prepayment of said notes in all respects, giving and receiving notices, waivers, requests, releases, amendments to the indenture and other similar acts.

George Herbert Walker Foundation
Winslow Lovejoy and Mary C Walker
Trustees

WU1206 (R2-65)

ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS:

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1. The Telegraph Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the unrepeated-message rate beyond the sum of five hundred dollars; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the repeated-message rate beyond the sum of five thousand dollars, unless specially valued; nor in any case for delays arising from unavoidable interruption in the working of its lines.

2. In any event the Telegraph Company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery, of any message, whether caused by the negligence of its servants or otherwise, beyond the actual loss, not exceeding in any event the sum of five thousand dollars, at which amount the sender of each message represents that the message is valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the repeated-message rate is paid or agreed to be paid and an additional charge equal to one-tenth of one per cent of the amount by which such valuation shall exceed five thousand dollars.

3. The Telegraph Company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other company when necessary to reach its destination.

4. The applicable tariff charges on a message destined to any point in the continental United States listed in the Telegraph Company's Directory of Stations cover its delivery within the established city or community limits of the destination point. Beyond such limits and to points not listed in the Telegraph Company's Directory of Stations, the Telegraph Company does not undertake to make delivery but will endeavor to arrange for delivery by any available means as the agent of the sender, with the understanding that the sender authorizes the collection of any additional charge from the addressee and agrees to pay such additional charge if it is not collected from the addressee.

5. No responsibility attaches to the Telegraph Company concerning messages until the same are accepted at one of its transmitting offices; and if a message is sent to such office by one of the Telegraph Company's messengers, he acts for that purpose as the agent of the sender; except that when the Telegraph Company sends a messenger to pick up a message, the messenger in that instance acts as the agent of the Telegraph Company in accepting the message, the Telegraph Company assuming responsibility from the time of such acceptance.

6. The Telegraph Company will not be liable for damages or statutory penalties when the claim is not presented in writing to the Telegraph Company, (a) within ninety days after the message is filed with the Telegraph Company for transmission in the case of a message between points within the United States (except in the case of an intrastate message in Texas) or between a point in the United States on the one hand and a point in Alaska, Canada, Mexico, or St. Pierre-Miquelon Islands on the other hand, or between a point in the United States and a ship at sea or in the air, (b) within 95 days after the cause of action, if any, shall have accrued in the case of an intrastate message in Texas, and (c) within 180 days after the message is filed with the Telegraph Company for transmission in the case of a message between a point in the United States and a foreign or overseas point other than the points specified above in this paragraph; provided, however, that this condition shall not apply to claims for damages or overcharges within the purview of Section 415 of the Communications Act of 1934, as amended.

7. It is agreed that in any action by the Telegraph Company to recover the tolls for any message or messages the prompt and correct transmission and delivery thereof shall be presumed, subject to rebuttal by competent evidence.

8. Special terms governing the transmission of messages according to their classes, as enumerated below, shall apply to messages in each of such respective classes in addition to all the foregoing terms.

9. No employee of the Telegraph Company is authorized to vary the foregoing.

4-54

CLASSES OF SERVICE

DOMESTIC SERVICES

TELEGRAM

The fastest domestic service.

DAY LETTER (DL)

A deferred same-day service, at low rates.

NIGHT LETTER (NL)

Economical overnight service. Accepted up to 2 A. M. for delivery the following morning; at rates lower than the Telegram or Day Letter rates.

INTERNATIONAL SERVICES

FULL RATE (FR)

The fastest overseas service. May be written in code, cipher, or in any language expressed in Roman letters.

LETTER TELEGRAM (LT)

For overnight plain language messages, at half-rate. Minimum charge for 22 words applies.

SHIP RADIOGRAM

For messages to and from ships at sea.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$ S E

WESTERN UNION TELEGRAM ®

W. P. MARSHALL
CHAIRMAN OF THE BOARD

R. W. McFALL
PRESIDENT

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

September 20, 1966

George H. W. Bush
1740 Houston Club Building
Houston, Texas

The undersigned holder of 6% Installment Notes due 1968-1969, executed as of February 7, 1966 by Ernest M. Hall, Jr. and D. Doyle Mize as makers, pursuant to indenture of the same date between said makers and First City National Bank of Houston as trustee, authorize George H. W. Bush as the undersigned's agent and attorney in fact upon payment of said notes in full to waive all defaults on the part of said makers with respect to said notes and under said indenture; to waive all notice provisions as to pre-payment of the notes on the part of makers and trustee as set forth in section 3.02 of said indenture; to release and cancel all options to purchase Zapata stock held by the undersigned as one of the noteholders pursuant to article four of said indenture; and to act generally for the undersigned in connection with the prepayment of said notes in all respects, giving and receiving notices, waivers, requests, releases, amendments to the indenture and other similar acts.

George H. Walker III

WU1206(R2-65)

ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS:

To guard against mistakes or delays, the sender of a message should order it repeated, that is, telegraphed back to the originating office for comparison. For this, one-half the unrepeated message rate is charged in addition. Unless otherwise indicated on its face, this is an unrepeated message and paid for as such, in consideration whereof it is agreed between the sender of the message and the Telegraph Company as follows:

1. The Telegraph Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the unrepeated-message rate beyond the sum of five hundred dollars; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the repeated-message rate beyond the sum of five thousand dollars, unless specially valued; nor in any case for delays arising from unavoidable interruption in the working of its lines.

2. In any event the Telegraph Company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery, of any message, whether caused by the negligence of its servants or otherwise, beyond the actual loss, not exceeding in any event the sum of five thousand dollars, at which amount the sender of each message represents that the message is valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the repeated-message rate is paid or agreed to be paid and an additional charge equal to one-tenth of one per cent of the amount by which such valuation shall exceed five thousand dollars.

3. The Telegraph Company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other company when necessary to reach its destination.

4. The applicable tariff charges on a message destined to any point in the continental United States listed in the Telegraph Company's Directory of Stations cover its delivery within the established city or community limits of the destination point. Beyond such limits and to points not listed in the Telegraph Company's Directory of Stations, the Telegraph Company does not undertake to make delivery but will endeavor to arrange for delivery by any available means as the agent of the sender, with the understanding that the sender authorizes the collection of any additional charge from the addressee and agrees to pay such additional charge if it is not collected from the addressee.

5. No responsibility attaches to the Telegraph Company concerning messages until the same are accepted at one of its transmitting offices; and if a message is sent to such office by one of the Telegraph Company's messengers, he acts for that purpose as the agent of the sender; except that when the Telegraph Company sends a messenger to pick up a message, the messenger in that instance acts as the agent of the Telegraph Company in accepting the message, the Telegraph Company assuming responsibility from the time of such acceptance.

6. The Telegraph Company will not be liable for damages or statutory penalties when the claim is not presented in writing to the Telegraph Company, (a) within ninety days after the message is filed with the Telegraph Company for transmission in the case of a message between points within the United States (except in the case of an intrastate message in Texas) or between a point in the United States on the one hand and a point in Alaska, Canada, Mexico, or St. Pierre-Miquelon Islands on the other hand, or between a point in the United States and a ship at sea or in the air, (b) within 95 days after the cause of action, if any, shall have accrued in the case of an intrastate message in Texas, and (c) within 180 days after the message is filed with the Telegraph Company for transmission in the case of a message between a point in the United States and a foreign or overseas point other than the points specified above in this paragraph; provided, however, that this condition shall not apply to claims for damages or overcharges within the purview of Section 415 of the Communications Act of 1934, as amended.

7. It is agreed that in any action by the Telegraph Company to recover the tolls for any message or messages the prompt and correct transmission and delivery thereof shall be presumed, subject to rebuttal by competent evidence.

8. Special terms governing the transmission of messages according to their classes, as enumerated below, shall apply to messages in each of such respective classes in addition to all the foregoing terms.

9. No employee of the Telegraph Company is authorized to vary the foregoing.

4-54

CLASSES OF SERVICE

DOMESTIC SERVICES

TELEGRAM

The fastest domestic service.

DAY LETTER (DL)

A deferred same-day service, at low rates.

NIGHT LETTER (NL)

Economical overnight service. Accepted up to 2 A. M. for delivery the following morning; at rates lower than the Telegram or Day Letter rates.

INTERNATIONAL SERVICES

FULL RATE (FR)

The fastest overseas service. May be written in code, cipher, or in any language expressed in Roman letters.

LETTER TELEGRAM (LT)

For overnight plain language messages, at half-rate. Minimum charge for 22 words applies.

SHIP RADIOGRAM

For messages to and from ships at sea.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$ S E

WESTERN UNION TELEGRAM ®

W. P. MARSHALL
CHAIRMAN OF THE BOARD

R. W. McFALL
PRESIDENT

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

September 20, 1966

George H. W. Bush
1740 Houston Club Building
Houston, Texas

The undersigned holder of 6% Installment Notes due 1968-1969, executed as of February 7, 1966 by Ernest M. Hall, Jr. and D. Doyle Mize as makers, pursuant to indenture of the same date between said makers and First City National Bank of Houston as trustee, authorize George H. W. Bush as the undersigned's agent and attorney in fact upon payment of said notes in full to waive all defaults on the part of said makers with respect to said notes and under said indenture; to waive all notice provisions as to pre-payment of the notes on the part of makers and trustee as set forth in section 3.02 of said indenture; to release and cancel all options to purchase Zapata stock held by the undersigned as one of the noteholders pursuant to article four of said indenture; and to act generally for the undersigned in connection with the prepayment of said notes in all respects, giving and receiving notices, waivers, requests, releases, amendments to the indenture and other similar acts.

G. H. Walker & Co.

WU 1206 (R2-65)

ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS:

To guard against mistakes or delays, the sender of a message should order it repeated, that is, telegraphed back to the originating office for comparison. For this, one-half the unrepeated message rate is charged in addition. Unless otherwise indicated on its face, this is an unrepeated message and paid for as such, in consideration whereof it is agreed between the sender of the message and the Telegraph Company as follows:

1. The Telegraph Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the unrepeated-message rate beyond the sum of five hundred dollars; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the repeated-message rate beyond the sum of five thousand dollars, unless specially valued; nor in any case for delays arising from unavoidable interruption in the working of its lines.

2. In any event the Telegraph Company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery, of any message, whether caused by the negligence of its servants or otherwise, beyond the actual loss, not exceeding in any event the sum of five thousand dollars, at which amount the sender of each message represents that the message is valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the repeated-message rate is paid or agreed to be paid and an additional charge equal to one-tenth of one per cent of the amount by which such valuation shall exceed five thousand dollars.

3. The Telegraph Company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other company when necessary to reach its destination.

4. The applicable tariff charges on a message destined to any point in the continental United States listed in the Telegraph Company's Directory of Stations cover its delivery within the established city or community limits of the destination point. Beyond such limits and to points not listed in the Telegraph Company's Directory of Stations, the Telegraph Company does not undertake to make delivery but will endeavor to arrange for delivery by any available means as the agent of the sender, with the understanding that the sender authorizes the collection of any additional charge from the addressee and agrees to pay such additional charge if it is not collected from the addressee.

5. No responsibility attaches to the Telegraph Company concerning messages until the same are accepted at one of its transmitting offices; and if a message is sent to such office by one of the Telegraph Company's messengers, he acts for that purpose as the agent of the sender; except that when the Telegraph Company sends a messenger to pick up a message, the messenger in that instance acts as the agent of the Telegraph Company in accepting the message, the Telegraph Company assuming responsibility from the time of such acceptance.

6. The Telegraph Company will not be liable for damages or statutory penalties when the claim is not presented in writing to the Telegraph Company, (a) within ninety days after the message is filed with the Telegraph Company for transmission in the case of a message between points within the United States (except in the case of an intrastate message in Texas) or between a point in the United States on the one hand and a point in Alaska, Canada, Mexico, or St. Pierre-Miquelon Islands on the other hand, or between a point in the United States and a ship at sea or in the air, (b) within 95 days after the cause of action, if any, shall have accrued in the case of an intrastate message in Texas, and (c) within 180 days after the message is filed with the Telegraph Company for transmission in the case of a message between a point in the United States and a foreign or overseas point other than the points specified above in this paragraph; provided, however, that this condition shall not apply to claims for damages or overcharges within the purview of Section 415 of the Communications Act of 1934, as amended.

7. It is agreed that in any action by the Telegraph Company to recover the tolls for any message or messages the prompt and correct transmission and delivery thereof shall be presumed, subject to rebuttal by competent evidence.

8. Special terms governing the transmission of messages according to their classes, as enumerated below, shall apply to messages in each of such respective classes in addition to all the foregoing terms.

9. No employee of the Telegraph Company is authorized to vary the foregoing.

4-54

CLASSES OF SERVICE

DOMESTIC SERVICES

TELEGRAM

The fastest domestic service.

DAY LETTER (DL)

A deferred same-day service, at low rates.

NIGHT LETTER (NL)

Economical overnight service. Accepted up to 2 A. M. for delivery the following morning; at rates lower than the Telegram or Day Letter rates.

INTERNATIONAL SERVICES

FULL RATE (FR)

The fastest overseas service. May be written in code, cipher, or in any language expressed in Roman letters.

LETTER TELEGRAM (LT)

For overnight plain language messages, at half-rate. Minimum charge for 22 words applies.

SHIP RADIOGRAM

For messages to and from ships at sea.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$ S E

WESTERN UNION TELEGRAM ®

W. P. MARSHALL
CHAIRMAN OF THE BOARD

R. W. McFALL
PRESIDENT

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

September 20, 1966

George H. W. Bush
1740 Houston Club Building
Houston, Texas

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Mary Carter Walker

WU1206(R2-65)

ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS:

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2. In any event the Telegraph Company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery, of any message, whether caused by the negligence of its servants or otherwise, beyond the actual loss, not exceeding in any event the sum of five thousand dollars, at which amount the sender of each message represents that the message is valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the repeated-message rate is paid or agreed to be paid and an additional charge equal to one-tenth of one per cent of the amount by which such valuation shall exceed five thousand dollars.

3. The Telegraph Company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other company when necessary to reach its destination.

4. The applicable tariff charges on a message destined to any point in the continental United States listed in the Telegraph Company's Directory of Stations cover its delivery within the established city or community limits of the destination point. Beyond such limits and to points not listed in the Telegraph Company's Directory of Stations, the Telegraph Company does not undertake to make delivery but will endeavor to arrange for delivery by any available means as the agent of the sender, with the understanding that the sender authorizes the collection of any additional charge from the addressee and agrees to pay such additional charge if it is not collected from the addressee.

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6. The Telegraph Company will not be liable for damages or statutory penalties when the claim is not presented in writing to the Telegraph Company, (a) within ninety days after the message is filed with the Telegraph Company for transmission in the case of a message between points within the United States (except in the case of an intrastate message in Texas) or between a point in the United States on the one hand and a point in Alaska, Canada, Mexico, or St. Pierre-Miquelon Islands on the other hand, or between a point in the United States and a ship at sea or in the air, (b) within 95 days after the cause of action, if any, shall have accrued in the case of an intrastate message in Texas, and (c) within 180 days after the message is filed with the Telegraph Company for transmission in the case of a message between a point in the United States and a foreign or overseas point other than the points specified above in this paragraph; provided, however, that this condition shall not apply to claims for damages or overcharges within the purview of Section 415 of the Communications Act of 1934, as amended.

7. It is agreed that in any action by the Telegraph Company to recover the tolls for any message or messages the prompt and correct transmission and delivery thereof shall be presumed, subject to rebuttal by competent evidence.

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9. No employee of the Telegraph Company is authorized to vary the foregoing.

4-54

CLASSES OF SERVICE

DOMESTIC SERVICES

TELEGRAM

The fastest domestic service.

DAY LETTER (DL)

A deferred same-day service, at low rates.

NIGHT LETTER (NL)

Economical overnight service. Accepted up to 2 A. M. for delivery the following morning; at rates lower than the Telegram or Day Letter rates.

INTERNATIONAL SERVICES

FULL RATE (FR)

The fastest overseas service. May be written in code, cipher, or in any language expressed in Roman letters.

LETTER TELEGRAM (LT)

For overnight plain language messages, at half-rate. Minimum charge for 22 words applies.

SHIP RADIOGRAM

For messages to and from ships at sea.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

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WESTERN UNION TELEGRAM

W. P. MARSHALL
CHAIRMAN OF THE BOARD

R. W. McFALL
PRESIDENT

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

September 20, 1966

George H. W. Bush
1740 Houston Club Building
Houston, Texas

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George H. Walker Jr

WU1206 (R2-65)

ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS:

To guard against mistakes or delays, the sender of a message should order it repeated, that is, telegraphed back to the originating office for comparison. For this, one-half the unrepeated message rate is charged in addition. Unless otherwise indicated on its face, this is an unrepeated message and paid for as such, in consideration whereof it is agreed between the sender of the message and the Telegraph Company as follows:

1. The Telegraph Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the unrepeated-message rate beyond the sum of five hundred dollars; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the repeated-message rate beyond the sum of five thousand dollars, unless specially valued; nor in any case for delays arising from unavoidable interruption in the working of its lines.

2. In any event the Telegraph Company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery, of any message, whether caused by the negligence of its servants or otherwise, beyond the actual loss, not exceeding in any event the sum of five thousand dollars, at which amount the sender of each message represents that the message is valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the repeated-message rate is paid or agreed to be paid and an additional charge equal to one-tenth of one per cent of the amount by which such valuation shall exceed five thousand dollars.

3. The Telegraph Company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other company when necessary to reach its destination.

4. The applicable tariff charges on a message destined to any point in the continental United States listed in the Telegraph Company's Directory of Stations cover its delivery within the established city or community limits of the destination point. Beyond such limits and to points not listed in the Telegraph Company's Directory of Stations, the Telegraph Company does not undertake to make delivery but will endeavor to arrange for delivery by any available means as the agent of the sender, with the understanding that the sender authorizes the collection of any additional charge from the addressee and agrees to pay such additional charge if it is not collected from the addressee.

5. No responsibility attaches to the Telegraph Company concerning messages until the same are accepted at one of its transmitting offices; and if a message is sent to such office by one of the Telegraph Company's messengers, he acts for that purpose as the agent of the sender; except that when the Telegraph Company sends a messenger to pick up a message, the messenger in that instance acts as the agent of the Telegraph Company in accepting the message, the Telegraph Company assuming responsibility from the time of such acceptance.

6. The Telegraph Company will not be liable for damages or statutory penalties when the claim is not presented in writing to the Telegraph Company, (a) within ninety days after the message is filed with the Telegraph Company for transmission in the case of a message between points within the United States (except in the case of an intrastate message in Texas) or between a point in the United States on the one hand and a point in Alaska, Canada, Mexico, or St. Pierre-Miquelon Islands on the other hand, or between a point in the United States and a ship at sea or in the air, (b) within 95 days after the cause of action, if any, shall have accrued in the case of an intrastate message in Texas, and (c) within 180 days after the message is filed with the Telegraph Company for transmission in the case of a message between a point in the United States and a foreign or overseas point other than the points specified above in this paragraph; provided, however, that this condition shall not apply to claims for damages or overcharges within the purview of Section 415 of the Communications Act of 1934, as amended.

7. It is agreed that in any action by the Telegraph Company to recover the tolls for any message or messages the prompt and correct transmission and delivery thereof shall be presumed, subject to rebuttal by competent evidence.

8. Special terms governing the transmission of messages according to their classes, as enumerated below, shall apply to messages in each of such respective classes in addition to all the foregoing terms.

9. No employee of the Telegraph Company is authorized to vary the foregoing.

6-54

CLASSES OF SERVICE

DOMESTIC SERVICES

TELEGRAM

The fastest domestic service.

DAY LETTER (DL)

A deferred same-day service, at low rates.

NIGHT LETTER (NL)

Economical overnight service. Accepted up to 2 A. M. for delivery the following morning; at rates lower than the Telegram or Day Letter rates.

INTERNATIONAL SERVICES

FULL RATE (FR)

The fastest overseas service. May be written in code, cipher, or in any language expressed in Roman letters.

LETTER TELEGRAM (LT)

For overnight plain language messages, at half-rate. Minimum charge for 22 words applies.

SHIP RADIOGRAM

For messages to and from ships at sea.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$ S E

WESTERN UNION TELEGRAM ®

W. P. MARSHALL
CHAIRMAN OF THE BOARD

R. W. McFALL
PRESIDENT

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

September 20, 1966

George H. W. Bush
1740 Houston Club Building
Houston, Texas

The undersigned holder of 6% Installment Notes due 1968-1969, executed as of February 7, 1966 by Ernest M. Hall, Jr. and D. Doyle Mize as makers, pursuant to indenture of the same date between said makers and First City National Bank of Houston as trustee, authorize George H. W. Bush as the undersigned's agent and attorney in fact upon payment of said notes in full to waive all defaults on the part of said makers with respect to said notes and under said indenture; to waive all notice provisions as to pre-payment of the notes on the part of makers and trustee as set forth in section 3.02 of said indenture; to release and cancel all options to purchase Zapata stock held by the undersigned as one of the noteholders pursuant to article four of said indenture; and to act generally for the undersigned in connection with the prepayment of said notes in all respects, giving and receiving notices, waivers, requests, releases, amendments to the indenture and other similar acts.

George A. Newton

WU1206(R2-65)

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2. In any event the Telegraph Company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery, of any message, whether caused by the negligence of its servants or otherwise, beyond the actual loss, not exceeding in any event the sum of five thousand dollars, at which amount the sender of each message represents that the message is valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the repeated-message rate is paid or agreed to be paid and an additional charge equal to one-tenth of one per cent of the amount by which such valuation shall exceed five thousand dollars.

3. The Telegraph Company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other company when necessary to reach its destination.

4. The applicable tariff charges on a message destined to any point in the continental United States listed in the Telegraph Company's Directory of Stations cover its delivery within the established city or community limits of the destination point. Beyond such limits and to points not listed in the Telegraph Company's Directory of Stations, the Telegraph Company does not undertake to make delivery but will endeavor to arrange for delivery by any available means as the agent of the sender, with the understanding that the sender authorizes the collection of any additional charge from the addressee and agrees to pay such additional charge if it is not collected from the addressee.

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4-54

CLASSES OF SERVICE

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TELEGRAM

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NIGHT LETTER (NL)

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INTERNATIONAL SERVICES

FULL RATE (FR)

The fastest overseas service. May be written in code, cipher, or in any language expressed in Roman letters.

LETTER TELEGRAM (LT)

For overnight plain language messages, at half-rate. Minimum charge for 22 words applies.

SHIP RADIOGRAM

For messages to and from ships at sea.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

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WESTERN UNION
TELEGRAM ®

W. P. MARSHALL
CHAIRMAN OF THE BOARD

R. W. McFALL
PRESIDENT

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

September 20, 1966

George H. W. Bush
1740 Houston Club Building
Houston, Texas

The undersigned holder of 6% Installment Notes due 1968-1969, executed as of February 7, 1966 by Ernest M. Hall, Jr. and D. Doyle Mize as makers, pursuant to indenture of the same date between said makers and First City National Bank of Houston as trustee, authorize George H. W. Bush as the undersigned's agent and attorney in fact upon payment of said notes in full to waive all defaults on the part of said makers with respect to said notes and under said indenture; to waive all notice provisions as to pre-payment of the notes on the part of makers and trustee as set forth in section 3.02 of said indenture; to release and cancel all options to purchase Zapata stock held by the undersigned as one of the noteholders pursuant to article four of said indenture; and to act generally for the undersigned in connection with the prepayment of said notes in all respects, giving and receiving notices, waivers, requests, releases, amendments to the indenture and other similar acts.

John S Greenway

WU1206(R2-65)

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2. In any event the Telegraph Company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery, of any message, whether caused by the negligence of its servants or otherwise, beyond the actual loss, not exceeding in any event the sum of five thousand dollars, at which amount the sender of each message represents that the message is valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the repeated-message rate is paid or agreed to be paid and an additional charge equal to one-tenth of one per cent of the amount by which such valuation shall exceed five thousand dollars.

3. The Telegraph Company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other company when necessary to reach its destination.

4. The applicable tariff charges on a message destined to any point in the continental United States listed in the Telegraph Company's Directory of Stations cover its delivery within the established city or community limits of the destination point. Beyond such limits and to points not listed in the Telegraph Company's Directory of Stations, the Telegraph Company does not undertake to make delivery but will endeavor to arrange for delivery by any available means as the agent of the sender, with the understanding that the sender authorizes the collection of any additional charge from the addressee and agrees to pay such additional charge if it is not collected from the addressee.

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4-54

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SHIP RADIOGRAM

For messages to and from ships at sea.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$ S E

WESTERN UNION TELEGRAM

W. P. MARSHALL
CHAIRMAN OF THE BOARD

R. W. McFALL
PRESIDENT

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

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Thomas J. Devine

WU1206(R2-65)

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2. In any event the Telegraph Company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery, of any message, whether caused by the negligence of its servants or otherwise, beyond the actual loss, not exceeding in any event the sum of five thousand dollars, at which amount the sender of each message represents that the message is valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the repeated-message rate is paid or agreed to be paid and an additional charge equal to one-tenth of one per cent of the amount by which such valuation shall exceed five thousand dollars.

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4-54

CLASSES OF SERVICE

DOMESTIC SERVICES

TELEGRAM

The fastest domestic service.

DAY LETTER (DL)

A deferred same-day service, at low rates.

NIGHT LETTER (NL)

Economical overnight service. Accepted up to 2 A. M. for delivery the following morning; at rates lower than the Telegram or Day Letter rates.

INTERNATIONAL SERVICES

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LETTER TELEGRAM (LT)

For overnight plain language messages, at half-rate. Minimum charge for 22 words applies.

SHIP RADIOGRAM

For messages to and from ships at sea.

DOMESTIC SERVICE

Check the class of service desired; otherwise this message will be sent as a fast telegram

TELEGRAM	
DAY LETTER	
NIGHT LETTER	

WESTERN UNION TELEGRAM

W. P. MARSHALL, CHAIRMAN OF THE BOARD — R. W. McFALL, PRESIDENT

INTERNATIONAL SERVICE

Check the class of service desired; otherwise the message will be sent at the full rate

FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

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J. Porter Brinton Jr

WU 1206 (R2-65)

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6-54

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LETTER TELEGRAM (LT)

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SHIP RADIOGRAM

For messages to and from ships at sea.

DOMESTIC SERVICE

Check the class of service desired; otherwise this message will be sent as a fast telegram

TELEGRAM	
DAY LETTER	
NIGHT LETTER	

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WESTERN UNION TELEGRAM ®

W. P. MARSHALL
CHAIRMAN OF THE BOARD

R. W. McFALL
PRESIDENT

INTERNATIONAL SERVICE

Check the class of service desired; otherwise the message will be sent at the full rate

FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

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Lillian Brinton

WU1206(R2-65)

ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS:

To guard against mistakes or delays, the sender of a message should order it repeated, that is, telegraphed back to the originating office for comparison. For this, one-half the unrepeated message rate is charged in addition. Unless otherwise indicated on its face, this is an unrepeated message and paid for as such, in consideration whereof it is agreed between the sender of the message and the Telegraph Company as follows:

1. The Telegraph Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the unrepeated-message rate beyond the sum of five hundred dollars; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the repeated-message rate beyond the sum of five thousand dollars, unless specially valued; nor in any case for delays arising from unavoidable interruption in the working of its lines.

2. In any event the Telegraph Company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery, of any message, whether caused by the negligence of its servants or otherwise, beyond the actual loss, not exceeding in any event the sum of five thousand dollars, at which amount the sender of each message represents that the message is valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the repeated-message rate is paid or agreed to be paid and an additional charge equal to one-tenth of one per cent of the amount by which such valuation shall exceed five thousand dollars.

3. The Telegraph Company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other company when necessary to reach its destination.

4. The applicable tariff charges on a message destined to any point in the continental United States listed in the Telegraph Company's Directory of Stations cover its delivery within the established city or community limits of the destination point. Beyond such limits and to points not listed in the Telegraph Company's Directory of Stations, the Telegraph Company does not undertake to make delivery but will endeavor to arrange for delivery by any available means as the agent of the sender, with the understanding that the sender authorizes the collection of any additional charge from the addressee and agrees to pay such additional charge if it is not collected from the addressee.

5. No responsibility attaches to the Telegraph Company concerning messages until the same are accepted at one of its transmitting offices; and if a message is sent to such office by one of the Telegraph Company's messengers, he acts for that purpose as the agent of the sender; except that when the Telegraph Company sends a messenger to pick up a message, the messenger in that instance acts as the agent of the Telegraph Company in accepting the message, the Telegraph Company assuming responsibility from the time of such acceptance.

6. The Telegraph Company will not be liable for damages or statutory penalties when the claim is not presented in writing to the Telegraph Company, (a) within ninety days after the message is filed with the Telegraph Company for transmission in the case of a message between points within the United States (except in the case of an intrastate message in Texas) or between a point in the United States on the one hand and a point in Alaska, Canada, Mexico, or St. Pierre-Miquelon Islands on the other hand, or between a point in the United States and a ship at sea or in the air, (b) within 95 days after the cause of action, if any, shall have accrued in the case of an intrastate message in Texas, and (c) within 180 days after the message is filed with the Telegraph Company for transmission in the case of a message between a point in the United States and a foreign or overseas point other than the points specified above in this paragraph; provided, however, that this condition shall not apply to claims for damages or overcharges within the purview of Section 415 of the Communications Act of 1934, as amended.

7. It is agreed that in any action by the Telegraph Company to recover the tolls for any message or messages the prompt and correct transmission and delivery thereof shall be presumed, subject to rebuttal by competent evidence.

8. Special terms governing the transmission of messages according to their classes, as enumerated below, shall apply to messages in each of such respective classes in addition to all the foregoing terms.

9. No employee of the Telegraph Company is authorized to vary the foregoing.

4-54

CLASSES OF SERVICE

DOMESTIC SERVICES

TELEGRAM

The fastest domestic service.

DAY LETTER (DL)

A deferred same-day service, at low rates.

NIGHT LETTER (NL)

Economical overnight service. Accepted up to 2 A. M. for delivery the following morning; at rates lower than the Telegram or Day Letter rates.

INTERNATIONAL SERVICES

FULL RATE (FR)

The fastest overseas service. May be written in code, cipher, or in any language expressed in Roman letters.

LETTER TELEGRAM (LT)

For overnight plain language messages, at half-rate. Minimum charge for 22 words applies.

SHIP RADIOGRAM

For messages to and from ships at sea.

G. H. WALKER & CO.
45 WALL STREET
NEW YORK, N. Y. 10005

AIR MAIL

NEW YORK SEP 20 '66 N. Y.
U.S. POSTAGE 16
PB METER 613615

AIR MAIL

Mr. George H. W. Bush,
1740 Houston Club Building,
Houston, Texas.

AIR MAIL

CLASS OF SERVICE
This is a fast message unless its deferred character is indicated by the proper symbol.

WESTERN UNION TELEGRAM

W. P. MARSHALL
CHAIRMAN OF THE BOARD

R. W. McFALL
PRESIDENT

SYMBOLS
DL=Day Letter
NL=Night Letter
LT=International Letter Telegram

DLY

The filing time shown in the date line on domestic telegrams is LOCAL TIME at point of origin. Time of receipt is LOCAL TIME at point of destination

145P CST SEP 20 66 DH056 PA453 1966 SEP 20 PM 2 13

N NW0034 LONG DL PD 8 EX NWO NEW YORK NY 20 245P EDT 1966 SEP 20 PM 2 05

GEORGE H W BUSH

1701 ~~1740~~ HOUSTON CLUB BLDG HOU

THE UNDERSIGNED HOLDER OF 6-0/0 INSTALLMENT NOTES DUE 1968-1969, EXECUTED AS OF FEBRUARY 7, 1966 BY ERNEST H. HALL, JR. AND D. DOYLE MIZE AS MAKERS, PURSUANT TO INDENTURE OF THE SAME DATE BETWEEN SAID MAKERS AND FIRST CITY NATIONAL BANK OF HOUSTON AS TRUSTEE, AUTHORIZE GEORGE H. W. BUSH AS THE UNDERSIGNEDS' AGENT AND ATTORNEY IN FACT UPON PAYMENT OF SAID NOTES IN FULL TO WAIVE ALL DEFAULTS ON THE PART OF SAID MAKERS WITH RESPECT TO SAID NOTES AND UNDER SAID INDENTURE; TO WAIVE ALL NOTICE PROVISIONS AS TO PRE- PAYMENT OF THE NOTES ON THE PART OF MAKERS AND TRUSTEE AS SET FORTH IN SECTION 3.02 OF SAID INDENTURE; TO RELEASE AND CANCEL ALL OPTIONS TO PURCHASE ZAPATA STOCK HELD BY THE UNDERSIGNED AS ONE OF THE NOTEHOLDERS PURSUANT

SF1201(R2-65)

1966 SEP 20 PM 2 05

TO ARTICLE FOUR OF SAID INDENTURE; AND TO ACT GENERALL FOR
THE UNDERSIGNED IN CONNECTION WITH THE PREPAYMENT OF SAID NOTES
IN ALL RESPECTS, GIVING AND RECEIVING NOTICES, WAIVERS, REQUESTS,
RELEASES, AMENDMENTS TO THE INDENTURE AND OTHER SIMILAR ACTS
EARL D JOHNSON DAVID S KUNIAN JEREMIA SUNDELL ALLAN D TOBIN

6-0/0 1968-1969 7 1966 D. DOYLE MIZE 3.02 ZAPATA STOCK IF NECY
PO NEAR END GIVING AND RECEIVING NOTICES, WAIVERS, REQUESTS,
RELEASES, AMENDMENTS TO THE INDENTURE AND OTHER SIMILAR ACTS
IN SG CFN KUNIAN JEREMIA SUNDELL
(52).

CLASS OF SERVICE

This is a fast message unless its deferred character is indicated by the proper symbol.

WESTERN UNION TELEGRAM

W. P. MARSHALL
CHAIRMAN OF THE BOARD

R. W. McFALL
PRESIDENT

DLG

SYMBOLS

DL = Day Letter

NL = Night Letter

LT = International Letter Telegram

The filing time shown in the date line on domestic telegrams is LOCAL TIME at point of origin. Time of receipt is LOCAL TIME at point of destination

1966 SEP 20 AM 11 04

SEP 20 66 DA297 PB177

N NW0029 LONG DL PD NWO NEW YORK NY 20 1221P EDT

1966 SEP 20 AM 11 06

GEORGE H W BUSH

1701 ~~1740~~ HOUSTON CLUB BLDG HOU

THE UNDERSIGNED HOLDERS OF 6-0/0 INSTALLMENT NOTES DUE 1968-1969, EXECUTED AS OF FEBRUARY 7, 1966 BY ERNEST M. HALL, JR. AND D. DOYLE MIZE AS MAKERS, PURSUANT TO INDENTURE OF THE SAME DATE BETWEEN SAID MAKERS AND FIRST CITY NATIONAL BANK OF HOUSTON AS TRUSTEE, AUTHORIZE GEORGE H. W. BUSH AS THE UNDERSIGNEDS' AGENT AND ATTORNEY IN FACT UPON PAYMENT OF SAID NOTES IN FULL TO WAIVE ALL DEFAULTS ON THE PART OF SAID MAKERS WITH RESPECT TO SAID NOTES AND UNDER SAID INDENTURES; TO WAIVE ALL NOTICE PROVISION AS TO PRE-PAYMENT OF THE NOTES ON THE PART OF MAKERS AND TRUSTEE AS SET FORTH IN SECTION 3.02 OF SAID INDENTURE; TO RELEASE AND CANCEL ALL OPTIONS TO PURCHASE ZAPATA STOCK HELD BY THE UNDERSIGNED AS ONE OF THE NOTEHOLDERS PURSUANT

SF1201(R2-65)

B- 91740

TO ARTICLE FOUR OF SAID INDENTURE; AND TO ACT GENERALL FOR
THE UNDERSIGNED IN CONNECTION WITH THE PREPAYMENT OF SAID NOTES
IN ALL RESPECTS, GIVING AND RECEIVING NOTICES,, WAIVERS, REQUESTS,
RELEASES, AMENDMENTS TO THE INDENTURE AND OTHER SIMILAR ACTS
(SIGNED) LILLIAN M BRINTON J PORTER BRINTON, JR. THOMAS J
DEVINE JOHN S GREENWAY GEORGE A NEWTON GEORGE H WALKER, JR.
MARY CARTER WALKER G H WALKER THIRD THE GEORGE HERBERT WALKER
FOUNDATION BY WINSLOW M. LOVEJOY AND MARY CARTER WALKER, TRUSTEES
GODFREY S ROCKEFELLER NAIDOT AND CO THEODORE G PATTERSON MORRY
L MCMAKIN BELL AND CO CAROLINE P SHAW ROBERT M AND PATRICIA
GOODYEAR BROWN BROS., HARRIMAN AND CO ROBERT E PABST IRINA
D PABST FRED PABST JR G H WALKER AND CO

6-0/0 1968-1969 7 1966 MIZE 3.02 ZAPATA STOCK IN SGD NAIDOT

B- 91741

AND CO IS CORRECT
(37).

HOUSTON TEXAS
1966 SEP 20 AM 11 21

1966 SEP 20 AM 11 0

TIME RETURNED
MESSENGER NO.
REASON
1966 SEP 20 PM 12 25
HOUSTON TEXAS

CLJ

348

B- 91742

FIRST CITY NATIONAL BANK
OF HOUSTON

HOUSTON, TEXAS

ARNIE R. DEATON
Trust Officer

September 19, 1966

28

To Holders of 6% Installment Notes due
1968-69 from Ernest M. Hall, Jr. and
D. Doyle Mize as Makers

As Trustee under the Collateral Trust Indenture dated as of February 7, 1966, executed by Ernest M. Hall, Jr. and D. Doyle Mize and securing an issue of 6% Installment Notes due 1968-69 in the aggregate principal amount of $3,200,000, this Bank holds collateral consisting of 160,000 shares of common stock of Zapata Off-Shore Company, a Delaware corporation. Due to a decline in the market value of such stock, the Collateral Value of such stock, plus the monies held in the Sinking Fund less interest accumulated on the Notes, is less than 200% of the aggregate unpaid balance of the Notes, all as provided in Section 5.02(b) of the Indenture. We have given notice of this fact to the Makers.

We have been in communication with certain local holders of the Notes, including Mr. George Bush, and are advised by them that for the time being they intend to take no action on the matter.

Very truly yours,

FIRST CITY NATIONAL BANK OF
HOUSTON

BY Arnie R Deaton
Trust Officer

ARD:tm

FIRST CITY NATIONAL BANK
OF HOUSTON

HOUSTON, TEXAS

Note
File

ARNIE R. DEATON
Trust Officer

September 19, 1966

29

To Holders of 6% Installment Notes due
1968-69 from Ernest M. Hall, Jr. and
D. Doyle Mize as Makers

As Trustee under the Collateral Trust Indenture dated as of February 7, 1966, executed by Ernest M. Hall, Jr. and D. Doyle Mize and securing an issue of 6% Installment Notes due 1968-69 in the aggregate principal amount of $3,200,000, this Bank holds collateral consisting of 160,000 shares of common stock of Zapata Off-Shore Company, a Delaware corporation. Due to a decline in the market value of such stock, the Collateral Value of such stock, plus the monies held in the Sinking Fund less interest accumulated on the Notes, is less than 200% of the aggregate unpaid balance of the Notes, all as provided in Section 5.02(b) of the Indenture. We have given notice of this fact to the Makers.

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Very truly yours,

FIRST CITY NATIONAL BANK OF
HOUSTON

BY Arnie R. Deaton
Trust Officer

ARD:tm

Withdrawal/Redaction Sheet
(George Bush Library)

DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION	CLASS.
01. List	List of stockholders with financial information (2 pp.)	2/3/66	C	

COLLECTION

George Bush Personal Papers
Zapata Oil File
Business Alphabetical Files

FILE LOCATION

Zapata - Hall and Mize, Bush - Note [1966-1967] [2 of 2]

OA/ID Number

Date Closed 01/18/00

RESTRICTION CODES

Presidential Records Act - [44 U.S.C. 2204(a)]

P-1 National Security Classified Information [(a)(1) of the PRA]
P-2 Relating to the appointment to Federal office [(a)(2) of the PRA]
P-3 Release would violate a Federal statute [(a)(3) of the PRA]
P-4 Release would disclose trade secrets or confidential commercial or financial information [(a)(4) of the PRA]
P-5 Release would disclose confidential advise between the President and his advisors, or between such advisors [a)(5) of the PRA]
P-6 Release would constitute a clearly unwarranted invasion of personal privacy [(a)(6) of the PRA]

C. Closed in accordance with restrictions contained in donor's deed of gift.

Freedom of Information Act - [5 U.S.C. 552(b)]

F-1 National security classified information [(b)(1) of the FOIA]
F-2 Release would disclose internal personnel rules and practices of an agency [(b)(2) of the FOIA]
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F-7 Release would disclose information compiled for law enforcement purposes [(b)(7) of the FOIA]
F-8 Release would disclose information concerning the regulation of financial institutions [(b)(8) of the FOIA]
F-9 Release would disclose geological or geophysical information concerning wells [(b)(9) of the FOIA]

ZAPATA Sep. 12

22 32

II

20

Conversation w/ Gow

1) auditing team down over weekend.
Gow worked with 'em

2) projections look in line —

3) other commitments — withdraw them —

4) not now be known by noon tomorrow —

5) "not sure we want to do it" — not sure forecasts
quite as high as you say.

6) Gow talked to Shenny — comptroller —

7) Disclosure problems —
a) up until noon today — arrangements had been
made on legal basis —

Withdrawal/Redaction Sheet
(George Bush Library)

DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION	CLASS.
02. List	List of stockholders with financial information (2 pp.)	2/3/66	C	

COLLECTION
George Bush Personal Papers
Zapata Oil File
Business Alphabetical Files

FILE LOCATION
Zapata - Hall and Mize, Bush - Note [1966-1967] [2 of 2]

OA/ID Number

Date Closed 01/18/00

RESTRICTION CODES

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35

September 13, 1966

Dear Herbie,

Here's a copy of the letter I read to you on the 'phone this morning.

I am confident Mize was dealing in good faith with us.

Best regards,

9-12-66

Note File

36

Deal between Mize & Curtis Wright

Mr. ____ , pres & chmn.

CW purchase 160,000 shares at $20

Mize has option to repurchase 80,000 shares at $20 for 2½ years.

Mize has full voting rights until 2½ yrs. is up.

Randall & B-Botts in touch with Lasley.

Sherry -

Gow in touch with someone.

letter confirming this mailed Sept. 8th

Withdrawal/Redaction Sheet
(George Bush Library)

DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION	CLASS.
03. List	List of stockholders with financial information (2 pp.)	2/3/66	C	

COLLECTION

George Bush Personal Papers
Zapata Oil File
Business Alphabetical Files

FILE LOCATION

Zapata - Hall and Mize, Bush - Note [1966-1967] [2 of 2]

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GEORGE BUSH
1701 HOUSTON CLUB BUILDING
HOUSTON, TEXAS 77002

September 1, 1966

38

Mr. D. Doyle Mize
2000 Southwest Tower Bldg.
Houston, Texas 77002

Dear Mr. Mize:

The undersigned, as the holder of one of the 6% Installment Notes due 1968-1969 ("Notes") issued under Collateral Trust Indenture dated as of February 7, 1966 ("Indenture"), between Ernest M. Hall, Jr. and D. Doyle Mize ("Makers"), wishes to call to your attention the fact that the Collateral Value as defined in the Indenture, plus the monies held in the Sinking Fund less interest accrued through September 1, 1966, on the Notes has, for the five consecutive business days ending on such date, been less than 200% of the aggregate unpaid balance of the Notes. In view of this situation, if additions to collateral or payments on the Notes are not made pursuant to paragraph (b), Section 5:02 of the Indenture within fifteen days after September 1, 1966, the Makers will be in default under the Indenture.

Very truly yours,

G. Bush

OIL and GAS

Stockholders OK Zapata Expansion

Stockholders of the Zapata Off-Shore Co voted overwhelmingly Wednesday for a management proposal to acquire Williams-McWilliams Industries, Inc, a New Orleans-based dredging and marine construction contractor.

Less than one-tenth of Zapata's 1.2 million-plus shares of outstanding stock was cast against the proposal during a special meeting in the company offices here.

SHAREHOLDERS also authorized a new class of voting stock consisting of 2 million shares of preferred stock, without par value.

A record turnout of nearly 100 shareholders was present for the special session presided over by D. Doyle Mize, board chairman.

The Mize team urged the Williams-McWilliams acquisition, through a stock exchange, as a step to complement Zapata's world-wide marine drilling operations.

Zapata recently asked the Securities and Exchange Commission to register debentures and warrants to be used in the Williams-McWilliams transaction.

THE EXCHANGE rate in the pending acquisition will be $13 principal amount of debentures for each share of Williams stock and a warrant to purchase one share of Zapata common stock for each two shares of Williams stock. If all Williams stock is tendered and accepted, the transaction would involve more than $10.4 million in debentures and warrants.

John F. Maher, Houston investor, is the chief executive officer of the Williams firm and owner of approximately 56 per cent of its stock.

Maher and David T. Searls, Houston attorney and counsel to Williams and Maher, will be invited to join the Zapata board of directors, according to Zapata's proxy statement.

William H. Flynn, president of Zapata, told the Post that Maher and Searls have indicated they will accept the invitations.

WEDNESDAY'S special session lasted about 25 minutes during which Robert H. Gow, secretary, read a management statement regarding the company's position in light of recent developments on the stock market.

The statement said, "There are not now nor have there ever been any discussions or plans to merge or otherwise consolidated" Zapata and Westec, Inc, a Houston holding company.

The statement added that no agreement or understanding exists between E. M. Hall Jr, former president of Westec, and the Zapata chairman regarding present or future plans management or operations of Westec and Zapata.

"Neither of them is an officer or director of the company with which the other is associated," the Zapata paper stated.

Crude Stocks In U.S. Dip

The national level of crude oil stocks edged downward last week despite substantial advances in Texas.

The American Petroleum Institute reported Wednesday that U.S. crude stocks totaled 253,435,000 barrels at the close of last week, against 253,764,000 the previous week and 243,799,000 a year ago. East of California crude stocks amounted to 224,519,000 barrels, compared with 223,631,000 a week earlier and 213,028,000 last year.

Texas inventories totaled 105,290,000 barrels last Friday, an adance of 680,000 for the week.

Stocks, by grade or origin, and change from previous week (in thousands of barrels):

Pennsylvania grade 2,118, inc 8; other Appalachian 1,469, inc 19; Lima-Michigan 1,584, inc 104; Illinois-Indiana 8,346, 279; Kansas 7,219, inc 37; Nebraska-North Dakota 2,812, dec 36; Oklahoma 18,881, dec 458; Arkansas 907, inc 10; Mississippi, Alabama and Florida 2,862, dec 360.

East Texas 7,543, dec 30; West Texas 56,757, inc 407; Gulf Texas 15,756, inc 6; other Texas 25,234, inc 297; Northern Louisiana 4,093, inc 134; Gulf Coast Louisiana 22,754, inc 811; New Mexico 73.02, dec 110 ; Womina 15,981, dec 71; other Rocky Mountain 10,078 inc 102; California and Alaska 21,205, dec 1,199; foreign in District V 7,711, dec 18 under revised figure for preceding week; and other foreign 11,823, inc 297.

[Letterhead of George Bush]

40

September 1, 1966

Mr. D. Doyle Mize
2000 Southwest Tower Bldg

Dear Mr. Mize:

The undersigned, as the holder of one of the 6% Installment Notes due 1968-1969 ("Notes") issued under Collateral Trust Indenture dated as of February 7, 1966 ("Indenture"), between Ernest M. Hall, Jr. and D. Doyle Mize ("Makers"), wishes to call to your attention the fact that the Collateral Value as defined in the Indenture, plus the monies held in the Sinking Fund less interest accrued through September 1, 1966, on the Notes has, for the five consecutive business days ending on such date, been less than 200% of the aggregate unpaid balance of the Notes. In view of this situation, if additions to collateral or payments on the Notes are not made pursuant to paragraph (b), Section 5:02 of the Indenture within fifteen days after September 1, 1966, the Makers will be in default under the Indenture.

Very truly yours,

[Letterhead of George Bush]

September 1, 1966

Mr. Ernest M. Hall, Jr. c/o Doyle Mize
2000 Southwest Tower Bldg.

Dear Mr. Hall:

The undersigned, as the holder of one of the 6% Installment Notes due 1968-1969 ("Notes") issued under Collateral Trust Indenture dated as of February 7, 1966 ("Indenture"), between Ernest M. Hall, Jr. and D. Doyle Mize ("Makers"), wishes to call to your attention the fact that the Collateral Value as defined in the Indenture, plus the monies held in the Sinking Fund less interest accrued through September 1, 1966, on the Notes has, for the five consecutive business days ending on such date, been less than 200% of the aggregate unpaid balance of the Notes. In view of this situation, if additions to collateral or payments on the Notes are not made pursuant to paragraph (b), Section 5:02 of the Indenture within fifteen days after September 1, 1966, the Makers will be in default under the Indenture.

Very truly yours,

[Letterhead of George Bush]

September 1, 1966

First City National Bank of Houston
Houston, Texas

Gentlemen:

The undersigned, as the holder of one of the 6% Installment Notes due 1968-1969 ("Notes") issued under Collateral Trust Indenture dated as of February 7, 1966 ("Indenture"), between Ernest M. Hall, Jr. and D. Doyle Mize ("Makers"), wishes to call to your attention, as Trustee under the Indenture, the fact that the Collateral Value as defined in the Indenture, plus the monies held in the Sinking Fund less interest accrued through September 1, 1966, on the Notes has, for the five consecutive business days ending on such date, been less than 200% of the aggregate unpaid balance of the Notes. In view of this situation, if additions to collateral or payments on the Notes are not made pursuant to paragraph (b), Section 5:02 of the Indenture within fifteen days after September 1, 1966, the Makers will be in default under the Indenture.

Very truly yours,

2000 SW Tower

Withdrawal/Redaction Sheet
(George Bush Library)

DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION	CLASS.
04. Letter w/ attachments	Letters containing personal financial information (4 pp.)	9/1/66	C	

COLLECTION
George Bush Personal Papers
Zapata Oil File
Business Alphabetical Files

FILE LOCATION
Zapata - Hall and Mize, Bush - Note [1966-1967] [2 of 2]

OA/ID Number

Date Closed 01/18/00

RESTRICTION CODES

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RECEIVED

SEP 9 1966

9-8-66
yl
42

ZAPATA HO

GEORG H W BUSH
1740 HOUSTON CLUB BUILDING
HOUSTON TEXAS

ALL NAMES YOU GAVE MECONTACTED AND AL XXXX ALL NOTES ARE BEING FORWARDED
TOTHE FRST CITY NATIONAL BANK ATTENTION MR GUEYMARD PER YOUR
INSTRUCTIONS WLL YOU SEE THAT CHECKS ARE SENT OUT IMMEDIATELY
ARI MAIL ON FXXXX AIR MAIL ON CLOSING I HAVE
TOLD EVERYONE THAT THEY WILL RECEIVE PAR AND ACCRUED INTEREST
TO DATE OF CLOSING
HERBIE
PLS DOES GEORGE H W BUSH
HAE XXXX HAVE HIS ONE TWX NUMBER

8
AM NOT SURE BUT WE CAN CONTACT HIM BY PHONE AND GIVE HIM THIS
MESSAGE.

YES I NO YOU CAN DO THAT BUT WE WOULD LIKE ONLY THE
TWX NUMBER FOR HIM
WE JUST WANT THE NUMBER
OK
YOU WIL JUST HAVE TO WAIDXXX WAIT UNTIL WE CAN FIND OUT IF HE
HAS HIS OWN TWX.

HOW LONG WILLL THEYXXXX THAT TAKE

UNTIL WE CAN CALL ON THE PHON E

DO YOU WNXXD WANT ME TO HOLD THE LINE AXXX OR WILL CALL BACK

I WOULD PREFER YOU TO HOLD

OK WILL DO
MOM PLS

YOU CAN NOT CALL MR. BUSH DIRECT ON TWX. THEY DO NOT HAVE MACHINE
IN THAT OFFICE. WILL GIVE THE MESSAGE TO HIM.

GGG

MIN
OK TKU
VERY MHXXX MUCH
END OR GA PLS

Withdrawal/Redaction Sheet
(George Bush Library)

DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION	CLASS.
05. List	List of stockholders with financial information (2 pp.)	2/3/66	C	

COLLECTION

George Bush Personal Papers
Zapata Oil File
Business Alphabetical Files

FILE LOCATION

Zapata - Hall and Mize, Bush - Note [1966-1967] [2 of 2]

OA/ID Number

Date Closed 01/18/00

RESTRICTION CODES

Presidential Records Act - [44 U.S.C. 2204(a)]

P-1 National Security Classified Information [(a)(1) of the PRA]
P-2 Relating to the appointment to Federal office [(a)(2) of the PRA]
P-3 Release would violate a Federal statute [(a)(3) of the PRA]
P-4 Release would disclose trade secrets or confidential commercial or financial information [(a)(4) of the PRA]
P-5 Release would disclose confidential advise between the President and his advisors, or between such advisors [a)(5) of the PRA]
P-6 Release would constitute a clearly unwarranted invasion of personal privacy [(a)(6) of the PRA]

C. Closed in accordance with restrictions contained in donor's deed of gift.

Freedom of Information Act - [5 U.S.C. 552(b)]

F-1 National security classified information [(b)(1) of the FOIA]
F-2 Release would disclose internal personnel rules and practices of an agency [(b)(2) of the FOIA]
F-3 Release would violate a Federal statute [(b)(3) of the FOIA]
F-4 Release would disclose trade secrets or confidential or financial information [(b)(4) of the FOIA]
F-6 Release would constitute a clearly unwarranted invasion of personal privacy [(b)(6) of the FOIA]
F-7 Release would disclose information compiled for law enforcement purposes [(b)(7) of the FOIA]
F-8 Release would disclose information concerning the regulation of financial institutions [(b)(8) of the FOIA]
F-9 Release would disclose geological or geophysical information concerning wells [(b)(9) of the FOIA]

FORM L1-2397½ WORLD WIDE PRESS, CHICAGO

DEPARTMENTAL CORRESPONDENCE

DATE 9-8-66

SUBJECT TWIX FROM G. H. WALKER (THRU ZAPATA)

TO G.B. DEP'T File

FROM as DEP'T

All names you gave me contacted and all notes are being forwarded to the First City National Bank, attention Mr. Gueymard, per your instructions.

Will you see that checks are sent out immediately, air mail, on closing?

I have told everyone they will receive par and accrued interest to date of closing.

Herbie

47

Addresses

4/5

Fred Pabst
PO Box 368
Manchester Center, Vt.
05255

Robt Pabst (dup)
67 Bayberry Lane
Westport, Conn
06882

1

Apt 8-A
179 E. 70th NYC 10021

2

Withdrawal/Redaction Sheet
(George Bush Library)

DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION	CLASS.
06. Letter	From George Bush to Prescott Bush RE: Financial information (1 pp.)	9/7/66	C	

COLLECTION

George Bush Personal Papers
Zapata Oil File
Business Alphabetical Files

FILE LOCATION

Zapata - Hall and Mize, Bush - Note [1966-1967] [2 of 2]

OA/ID Number

Date Closed 01/18/00

RESTRICTION CODES

Presidential Records Act - [44 U.S.C. 2204(a)]

P-1 National Security Classified Information [(a)(1) of the PRA]
P-2 Relating to the appointment to Federal office [(a)(2) of the PRA]
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F-8 Release would disclose information concerning the regulation of financial institutions [(b)(8) of the FOIA]
F-9 Release would disclose geological or geophysical information concerning wells [(b)(9) of the FOIA]

Withdrawal/Redaction Sheet
(George Bush Library)

DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION	CLASS.
07. Letter w/ attachments	From George Bush to George Bush and Barbara Bush RE: Financial information (4 pp.)	9/1/66	C	

COLLECTION

George Bush Personal Papers
Zapata Oil File
Business Alphabetical Files

FILE LOCATION

Zapata - Hall and Mize, Bush - Note [1966-1967] [2 of 2]

OA/ID Number

Date Closed 01/18/00

RESTRICTION CODES

Presidential Records Act - [44 U.S.C. 2204(a)]

P-1 National Security Classified Information [(a)(1) of the PRA]
P-2 Relating to the appointment to Federal office [(a)(2) of the PRA]
P-3 Release would violate a Federal statute [(a)(3) of the PRA]
P-4 Release would disclose trade secrets or confidential commercial or financial information [(a)(4) of the PRA]
P-5 Release would disclose confidential advise between the President and his advisors, or between such advisors [a)(5) of the PRA]
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C. Closed in accordance with restrictions contained in donor's deed of gift.

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F-8 Release would disclose information concerning the regulation of financial institutions [(b)(8) of the FOIA]
F-9 Release would disclose geological or geophysical information concerning wells [(b)(9) of the FOIA]

September 1, 1966 48

Dear James,

The enclosed copies of letter and agreement are for your file. They were mailed today to holders of the Hall-Mize notes.

Yours very truly,

George Bush

Mr. James Kerr
Fulbright, Crooker, Freeman,
    Bates & Jaworski
Bank of Southwest Bldg.
Houston, Texas

Orig

Date____________________

Mr. George Bush
1740 Houston Club Building
Houston, Texas 77002

Dear Mr. Bush:

I hereby agree to bear my proportionate share of any legal expenses incurred by you in connection with the protection of our interests in the $3,200,000 6% installment notes dated February 7, 1966.

I own $_______________ in notes.

My proportionate part of the legal expenses would therefore be _____%.

Very truly yours,

GEORGE BUSH
1701 HOUSTON CLUB BUILDING
HOUSTON, TEXAS 77002

September 1, 1966

When we sold our Zapata shares to Doyle Mize on February 7, 1966, we took 6% notes made by Ernest Hall and Doyle Mize. These notes totaled $3,200,000.

The notes provided that the 160,000 shares of stock we sold to Mize at $20 per share would stay up as collateral and, in addition, that the makers would keep up enough collateral so that the market value would not get below 200% of the total value of the note.

Originally the note was secured by the 160,000 shares of Zapata plus 83,333 shares of Western Equities (later name changed to Westec). As Zapata's market price increased, the makers withdrew Westec shares used as collateral. When Zapata got over $40 per share, the Zapata alone collateralised the notes and the makers took down the last of the Westec shares.

On Friday, August 26th, the price of Zapata's stock dropped to $35 per share and during this week has fluctuated between $25 and $35. On Thursday, September 1, Zapata closed at $ per share. This makes five consecutive business days during which our notes did not have 200% collateral.

Under the terms of the indenture, the makers of the notes now have 15 days in which to put up additional collateral so as to bring the total market value of the collateral up to 2.125 times the unpaid balance of the notes. The additional collateral can be Westec stock, government bonds, or other securities acceptable to 50% of the stockholders.

It is probable that Ernest Hall, the owner of the Westec shares originally pledged to our notes, will be unable to put up Westec shares to adequately collateralise our notes. This means that the makers must come up with other collateral.

I have talked to Doyle Mize, the owner of the Zapata stock and co-maker of the notes. He advises that he is confident he can collateralise our notes in accordance with the indenture. He tells me that Zapata is no way involved in Westec other than through one relatively small transaction under which Zapata sold a company owning one old rig to Westec in exchange for stock. Zapata's fortunes, he assures me, are in no way linked to the apparent problems of Westec. He further feels that Zapata's business is sound and good, that earnings are up this year and will be up more next year and that the recent market decline in Zapata is related to general market conditions plus rumors of non-existent relationships between Zapata and Westec.

To this I can add a personal note. The offshore business is good. The North Sea discovery subsequent to our sale has firmed up worldwide demand. There is a generally optimistic feeling prevailing on offshore. Zapata has expanded its rig fleet.

With Mr. Mize's assurances, I feel that there will be little likelihood of any technical default on our notes; however, in an unpredictable market, it seems only prudent to safeguard our holdings in every way.

Since the collateral value has been below the required level for five business days, the makers must put up additional security before fifteen more calendar days.

Under the circumstances outlined above, I felt that we noteholders should have advice of counsel. I have retained Mr. James Kerr of Fulbright, Crooker, Freeman, Bates & Jaworski here in Houston to advise us over the next few weeks in the event we should have to take legal action. Mr. Kerr has drawn up a letter to the makers, a copy of which is attached. No further action is required by us, unless the makers fail to adequately collateralise the notes.

I do not anticipate any large legal fees for I accept at face value Mr. Mize's assurances that the notes will not be in default; but I would like to ask that if you agree with the precautionary measure I have taken that you bear your proportionate part of the legal expenses involved.

If this is agreeable, please return the attached letter to me for my files.

I will follow this matter closely and will keep you informed of all developments.

I told Mr. Mize that I would pass along to each noteholder his reassurances about Zapata generally and more specifically about his intention to live up to the letter of his agreement with us. In addition, I would like to reiterate my own confidence in Mr. Mize's integrity and ability.

Yours very truly,

George Bush

September 1, 1966

49

First City National Bank of Houston

Houston, Texas

Gentlemen:

The undersigned, as the holder of one of the 6% Installment Notes due 1968-1969 ("Notes") issued under Collateral Trust Indenture dated as of February 7, 1966 ("Indenture"), between Ernest M. Hall, Jr. and D. Doyle Mize ("Makers"), wishes to call to your attention, as Trustee under the Indenture, the fact that the Collateral Value as defined in the Indenture, plus the monies held in the Sinking Fund less interest accrued through September 1, 1966, on the Notes has, for the five consecutive business days ending on such date, been less than 200% of the aggregate unpaid balance of the Notes. In view of this situation, if additions to collateral or payments on the Notes are not made pursuant to paragraph (b), Section 5:02 of the Indenture within fifteen days after September 1, 1966, the Makers will be in default under the Indenture.

Very truly yours,

55

September 1, 1966

Mr. Ernest M. Hall, Jr.
c/o Doyle Mize
2000 Southwest Tower Bldg.
Houston, Texas 77002

Dear Mr. Hall:

The undersigned, as the holder of one of the 6% Installment Notes due 1968-1969 ("Notes") issued under Collateral Trust Indenture dated as of February 7, 1966 ("Indenture"), between Ernest M. Hall, Jr. and D. Doyle Mize ("Makers"), wishes to call to your attention the fact that the Collateral Value as defined in the Indenture, plus the monies held in the Sinking Fund less interest accrued through September 1, 1966, on the Notes has, for the five consecutive business days ending on such date, been less than 200% of the aggregate unpaid balance of the Notes. In view of this situation, if additions to collateral or payments on the Notes are not made pursuant to paragraph (b), Section 5:02 of the Indenture within fifteen days after September 1, 1966, the Makers will be in default under the Indenture.

Very truly yours,

56

September 1, 1966

Mr. D. Doyle Mize
2000 Southwest Tower Bldg.
Houston, Texas 77002

Dear Mr. Mize:

The undersigned, as the holder of one of the 6% Installment Notes due 1968-1969 ("Notes") issued under Collateral Trust Indenture dated as of February 7, 1966 ("Indenture"), between Ernest M. Hall, Jr. and D. Doyle Mize ("Makers"), wishes to call to your attention the fact that the Collateral Value as defined in the Indenture, plus the monies held in the Sinking Fund less interest accrued through September 1, 1966, on the Notes has, for the five consecutive business days ending on such date, been less than 200% of the aggregate unpaid balance of the Notes. In view of this situation, if additions to collateral or payments on the Notes are not made pursuant to paragraph (b), Section 5:02 of the Indenture within fifteen days after September 1, 1966, the Makers will be in default under the Indenture.

Very truly yours,

CONVERSATION JAMES KEW ~~Sept~~ Aug 3d NOTE FILE 58

pursuant 5.02b in default under indenture

Have been below for

1. MAINTAIN 200.%-
includes 384,000 interest

2. Closes tomorrow at less than 40 -

3. We don't have to do anything. in default notice A1

~~200.~~

Bring up to 212.5%

4. After 15 days any noteholder (25%)

5. In sale of collateral - 3 business days notice to maker
If sell for less than full amt - owing entitled to 10 days notice. →

6. "Tax gain in event of sale -
In Repossession must pay tax - fair mkt value.
Same as sale → If take stock back must.

7. Give some notices → if

8. Probably not resist

Exec.

Bush File
Executed Copy

59

ERNEST M. HALL, JR. AND D. DOYLE MIZE,
Makers

AND

FIRST CITY NATIONAL BANK OF HOUSTON,
Trustee

Collateral Trust Indenture

Dated as of February 7, 1966

6% INSTALLMENT NOTES DUE 1968-69

PRINTED IN U.S.A. — BY DELARUE/TEXAS

COLLATERAL TRUST INDENTURE

THIS INDENTURE dated as of February 7, 1966, between Ernest M. Hall, Jr. and D. Doyle Mize, both residents of Harris County, Texas (hereinafter respectively called "Hall" and "Mize" and collectively called "Makers"), and First City National Bank of Houston, a national banking association incorporated and existing under and by virtue of the laws of the United States (hereinafter called the "Trustee"),

WITNESSETH:

WHEREAS, Mize has entered into an agreement of sale (hereinafter called the "Agreement"), providing for the purchase by him of one hundred sixty thousand (160,000) shares of common stock, $0.50 par value, of Zapata Off-Shore Company, a Delaware corporation with principal offices in Houston, Texas (hereinafter called the "Zapata Stock"); and

WHEREAS, the Agreement provides that the purchase price for the Zapata Stock shall be paid by notes of Makers in the aggregate principal amount of three million two hundred thousand dollars ($3,200,000.00), to be issued under and pursuant to the provisions hereof (hereinafter called the "Notes"); and

WHEREAS, the Notes and the Trustee's Certificate of Authentication to be borne by the Notes are to be substantially in the following form, to-wit:

No. .... $........................

6% INSTALLMENT NOTE DUE 1968-69

FOR VALUE RECEIVED, Ernest M. Hall, Jr., and D. Doyle Mize (hereinafter called "Makers") hereby promise to pay to ...., or registered assigns, at First City National Bank of Houston in Houston, Texas, the principal sum of .... Dollars ($...................) in such coin or currency of the United States of America as at the time of payment shall be legal for the payment of public and private debts, of which ten per cent (10%) shall be payable November 7, 1968, and the remaining principal sum shall be payable February 7, 1969, and to pay interest on the principal sum from this date at the rate of six per cent (6%) per annum while unpaid, in like coin or currency, at said Bank, payable semiannually on the 7th day of each August and February until payment of said principal sum has been made or duly provided for; and interest shall also be payable whenever any principal sum is paid, to the extent accrued on such sum. Overdue principal of and overdue interest on this Note shall, to the extent permitted by law, bear interest at the rate of eight per cent (8%) per annum from the date due until paid.

This Note is one of a series of Notes having the aggregate principal amount of Three Million Two Hundred Thousand Dollars ($3,200,000.00), all issued pursuant to a Collateral Trust Indenture dated as of February 7, 1966 (herein called the "Indenture") duly executed and delivered by the Makers to First City National Bank of Houston, Trustee, to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the security (hereinafter called the "Collateral") for the Notes and the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Makers and the holders of the Notes.

The registered holder of this Note shall have the option, within thirty (30) days after (i) final payment of the Notes is made or duly provided for, (ii) all of the Collateral except the eight thousand (8,000) shares of common stock of Zapata Off-Shore Company, $0.50 par value (hereinafter called "Zapata Stock"), reserved for the Options shall have been sold or released by the Trustee, or (iii) February 7, 1969, whichever is later, to purchase from the Makers, at a price of $25.00 per share, shares of Zapata Stock comprising part of the Collateral at the rate of one share for each $400.00 principal amount of Notes held by such holder, the price and number of shares being subject to adjustment for stock splits or stock dividends and otherwise in accordance with the terms and provisions of the Indenture. No fractional shares shall be purchased; a holder who would be entitled to exercise such option as to a fraction of a share equal to one-half or greater shall be entitled to exercise such option as to a full share, while fractions of less than one-half shall be disregarded. Such option shall not be transferred separately from this Note.

This Note is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the office of the Trustee in the City of Houston, Texas, on the books to be kept for that purpose by the Trustee at such office, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender of this Note. Upon any such transfer a new registered Note, or Notes in denominations authorized by the Indenture, for the same aggregate principal amount will be issued to the transferee in exchange for this Note, which shall then be cancelled; or the Trustee may acknowledge registration of such transfer on this Note and deliver it to the transferee.

The Makers and the Trustee may deem and treat the registered holder hereof as the absolute owner hereof (whether or not this Note shall be overdue and nothwithstanding any notation of ownership or writing hereon made by anyone other than the Trustee) for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes, and neither the Makers nor the Trustee shall be affected by any notice to the contrary.

In case an Event of Default, as defined in the Indenture, shall have occurred and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner and with the effect and subject to the conditions provided in the Indenture. The Indenture provides that in certain events after such a declaration shall have been made all Defaults may be waived and such declaration and its consequences may be rescinded by the holders of not less than a majority in aggregate principal amount of the Notes outstanding, upon payment or provision for payment of all matured installments of interest and of all principal then due otherwise than by acceleration. It is also provided in the Indenture that, prior to a declaration of the maturity of the Notes upon an Event of Default, the holders of not less than a majority in aggregate principal amount of the Notes at the time outstanding may on behalf of the holders of all of the Notes waive any past default under the Indenture and its consequences, except a Default in the payment of principal of or interest on any of the Notes. Such waiver and any consent by the holder of this Note shall be conclusive and binding upon such holder and upon all future holders and owners of this Note and of any Note issued in exchange or substitution herefor or in place hereof, irrespective of whether or not any notation of such consent or waiver is made upon this Note.

The Indenture contains provisions permitting the Makers and the Trustee, with the consent of the holders of not less than two-thirds in aggregate principal amount of the Notes at the time outstanding, evidenced as in the Indenture provided, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of any supplemental indenture or modifying in any manner the rights and obligations of the holders of the Notes and of the Makers; provided, however, that no such supplemental indenture shall (i) extend the fixed maturity of any Notes, or reduce the principal amount thereof, or (ii) reduce the rate or extend the time of payment of interest thereon, or (iii) alter or impair the option to purchase Zapata Stock as described above without the consent of the holder of each Note so affected, or (iv) reduce the aforesaid percentage of Notes, the holders of which are required to consent to any such supplemental indenture, without the consent of the holders of all Notes then outstanding.

No reference hereunder to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Makers, which is joint and several and absolute and unconditional, to pay the principal of and interest on this Note at the time and place and at the rate and in the coin or currency herein prescribed.

As provided in the Indenture, the Notes may be prepaid without penalty at any time as a whole, and, after one year from date, from time to time in part, provided that all prepayments shall be made pro rata on all Notes then outstanding.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereof shall have been signed by the Trustee under the Indenture.

EXECUTED as of this 7th day of February, 1966.

....
Ernest M. Hall, Jr.

....
D. Doyle Mize

Makers

(Form of Trustee's Certificate of Authentication)

This is one of the Notes described in the within mentioned Indenture.

First City National Bank of Houston,
as Trustee

By ....
Authorized Officer

And Whereas, all acts and things necessary to make the Notes, when executed by the Makers and authenticated and delivered by the Trustee, the valid, binding and legal obligations of the Makers, and to constitute this Indenture a valid deed of trust and assignment for the purposes herein expressed, have been done and performed;

Now, Therefore:

In order to declare the terms and conditions upon which the Notes are and are to be authenticated, issued and held, and in consideration of the premises, of the sale of the Stock and acceptance of the Notes by the holders thereof, and of the sum of one dollar ($1.00) to the Makers duly paid by the Trustee at the execution of these presents, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of and interest on the Notes at any time issued and outstanding under this Indenture, according to their tenor and effect and the performance and observance of all the covenants and conditions in the Notes and herein contained, and to declare the terms and conditions upon and subject to which the Notes are to be issued and secured, Makers have executed and delivered this Indenture and have granted, bargained, sold, assigned, transferred, pledged and conveyed, and by these presents do grant, bargain, sell, assign, transfer, pledge and convey unto the Trustee the following securities, which are represented by the certificates listed on Exhibit A hereto:

A. The 160,000 shares of Zapata Stock purchased by Mize pursuant to the Agreement on this date; and

B. 83,333 shares of capital stock of Western Equities, Inc., a Nevada corporation;

together with any and all securities and collateral and property of any kind or description which may from time to time after the date of this Indenture by delivery or by writing of any kind be conveyed, mortgaged, pledged, assigned or transferred to the Trustee in its capacity as such by the Makers or by any person, firm or corporation with the consent of the Makers; and the Trustee is hereby authorized to accept and receive any such property, and any such conveyance, mortgage, pledge, assignment and transfer, as and for additional security hereunder, and to hold and apply any and all such properties subject to and in accordance with the terms and provisions upon which such conveyance, mortgage, pledge, assignment or transfer shall be made; and all of such security, including the securities described under clauses A and B above, and all such additional security, is hereinafter collectively called the "Collateral."

To Have and To Hold the Collateral, together with all and singular the rights and privileges thereto belonging or in any wise appertaining (except as otherwise expressly provided in this Indenture), unto the Trustee, its successors in this trust and its and their assigns forever; and the Makers hereby bind themselves, their respective heirs, personal representatives, successors and assigns, to warrant and forever defend the title to the Collateral unto the Trustee and its successors and assigns forever, against the claims of all persons whomsoever, lawfully claiming or to claim the same or any part thereof.

In Trust, Nevertheless, upon the terms and trust herein set forth, for the equal and proportionate benefit and security of all present and future holders of the Notes issued or to be issued under this Indenture, without preference or priority of any of the Notes over any other Notes, and for enforcing the payment of the principal and interest thereof according to their tenor, with the power and authority, and subject to the agreements, covenants, provisions and conditions herein expressed and declared as follows:

ARTICLE ONE

Concerning the Notes

Section 1.01. The Notes shall be dated, shall mature, shall be in the form and denomination, shall bear interest and be payable all as set out in the recitals of this Indenture. The Notes shall be executed by the Makers, and their signatures may be either manual or facsimiles. The total aggregate principal amount of the Notes which may be outstanding hereunder and secured by this Indenture shall not exceed Three Million Two Hundred Thousand Dollars ($3,200,000.00). Upon payment of the Notes the same shall be cancelled and delivered to the Makers, and no other Notes secured hereby shall be issued in lieu thereof.

Section 1.02. All of the Notes hereby secured or intended so to be, when executed by the Makers, shall be delivered to the Trustee for authentication and shall be authenticated and delivered by the Trustee upon written order of the Makers. Only such of the Notes as shall bear thereon a certificate of authentication substantially in the form hereinabove recited, executed by the Trustee, shall be secured by this Indenture or shall be entitled to any benefit hereunder. No such Note shall be valid for any purpose until such certificate shall have been duly executed as aforesaid, and such certificate upon any Note shall be conclusive evidence that the Note so authenticated was duly issued and delivered hereunder and that the registered holder of the Note (hereinafter sometimes referred to as "Noteholder") is entitled to the benefit of the trust hereby created.

Section 1.03. In case any of the Notes secured hereby shall become mutilated, lost or destroyed, the Makers may execute, and upon the request of either Maker the Trustee shall authenticate, a new Note of like tenor and date, bearing the same number or other designation, in exchange and substitution for and upon cancellation of the mutilated Note in lieu of and in substitution for the Note lost or destroyed. The applicant for a substitute Note shall pay the expenses of the preparation and issue thereof and shall furnish to the Makers and to the Trustee evidence to their satisfaction of the loss or destruction of such Note and shall furnish such security or indemnity as shall be required by the Makers and the Trustee.

SECTION 1.04. Every Note issued hereunder shall be registered in the name of the holder thereof in books kept for such purpose at the office of the Trustee, such registration being noted on the Note by the Trustee. No transfer of any Note shall be valid unless made by the registered holder at said office in person or by duly authorized attorney and similarly noted on the Note. The registered holder of any Note shall be deemed by the Makers and Trustee to be the absolute owner thereof for the purpose of receiving payment and for every other purpose irrespective of any notice to the contrary.

SECTION 1.05. The Notes originally issued pursuant to this Indenture shall be in such different denominations as will enable each of the sellers of shares of Zapata Stock to Mize to receive one Note representing the full purchase price payable to him for such shares. The denominations of Notes subsequently issued in lieu of such original Notes shall be one thousand dollars ($1,000.00) or integral multiples thereof except that Notes may be issued for the difference between such amount or multiple thereof and the principal amount of a Note being transferred.

ARTICLE TWO

SINKING FUND

SECTION 2.01. Concurrently with the execution of this Indenture, the Makers have delivered to the Trustee the sum of Three Hundred Eighty-Four Thousand Dollars ($384,000.00) as a sinking fund (hereinafter called the "Sinking Fund") for the payment of interest and, to the extent not used for payment of interest, as additional security for the Notes.

SECTION 2.02. The Trustee shall apply such Sinking Fund monies to the payments of interest, as the same become due and payable, on the outstanding Notes.

SECTION 2.03. The Trustee shall invest the monies in the Sinking Fund by purchasing certificates of deposit of First City National Bank of Houston having such maturities as Makers may from time to time request consistent with the requirements of Section 2.02. Such certificates of deposit and the proceeds thereof shall be held as monies in the Sinking Fund, but all interest paid with respect thereto shall be paid by the Trustee to the Makers in cash or by cashier's check when and as received.

SECTION 2.04. To the extent not used for payment of interest, the monies in the Sinking Fund shall be additional security for the payment of the Notes.

SECTION 2.05. If monies remain in the Sinking Fund after all of the Notes have been paid in full, such monies shall be returned to the Makers.

ARTICLE THREE

PREPAYMENT OF NOTES

SECTION 3.01. The Notes may be prepaid without penalty at any time as a whole, and, after one year from date, from time to time in part, together in each case with interest accrued on the amount of each prepayment; provided that all prepayments shall be made pro rata on all Notes then outstanding, and any partial prepayment shall be ten per cent (10%) (or an integral multiple thereof) of the aggregate original principal amount of the Notes.

SECTION 3.02. In case the Makers shall so elect to prepay all or any part of the Notes in accordance with the provisions of this Article, they shall evidence their intention to do so by filing with the Trustee at least thirty (30) days prior to the date fixed for prepayment a notice containing a statement that the Makers have so elected, specifying the aggregate principal amount to be prepaid, the date fixed for prepayment and the place thereof, which shall be the office of the Trustee. A copy of such notice shall be sent by certified mail by the Trustee to the registered holders of all Notes then outstanding at least twenty (20) days prior to the date fixed for such prepayment.

SECTION 3.03. The Makers agree that at least five (5) days prior to the prepayment date they will deposit with the Trustee a sum of money sufficient to make such prepayment on all the outstanding Notes, together with interest accrued to such date on the amount being prepaid. If the Makers shall fail so to deposit such sum, such failure shall constitute an event of default under this Indenture and all of the remvided, however, that this undertaking shall terminate if there has been no such registration of said Company's securities prior to expiration of three (3) years after the Notes are paid in full.

SECTION 4.05. The number of shares and price per share specified in Section 4.01 above shall be subject to adjustment from time to time as follows:

(a) If additional shares of Zapata Stock or other securities are delivered to the Trustee with respect to the eight thousand (8,000) shares of Zapata Stock reserved under Section 5.05 for exercise of the Options, or the number or nature of such shares is changed as a result of stock dividends or splits or reverse splits or mergers or consolidations or otherwise, then the Options shall apply to such additional or different Zapata Stock and securities on a pro rata basis so that for each share of Zapata Stock covered by each Option there will also be covered all securities delivered to the Trustee with respect to such share of Zapata Stock, with such adjustment in the purchase price as may be equitable and appropriate to protect the rights of the Noteholders and the Makers.

(b) The purchase price per share shall be reduced by the amount of all distributions, other than cash dividends paid from accumulated earnings, with respect to such share.

ARTICLE FIVE

CONCERNING THE COLLATERAL

SECTION 5.01. *Delivery of the Collateral.* The Collateral shall be delivered to the Trustee and shall be held by and in the custody of the Trustee subject to the terms and provisions of this Indenture. All stock certificates, registered bonds, other securities or evidences of indebtedness which may at any time be delivered to the Trustee as Collateral under the terms of this Indenture shall be in bearer form or endorsed in blank for transfer or accompanied by proper instruments of assignment and transfer duly executed by the Makers.

SECTION 5.02. *Additions to and Withdrawal from the Collateral.* Securities may be withdrawn from and shall be added to the Collateral in accordance with the following provisions:

(a) Determination of Value of the Collateral. In the case of securities listed on any national exchange, the closing price of such securities on such exchange at the end of any particular day shall determine its value for the purposes hereof. The value of securities traded in the over-the-counter market shall be determined by the closing bid price of such stock on any particular day. The value of government obligations, corporate bonds and other collateral shall be determined by the closing bid price therefor on any particular day. The aggregate value of the securities pledged as Collateral at the close of business on any day shall be deemed the "Collateral Value" on such day.

(b) Additions to Collateral. Whenever the Collateral Value on any five (5) consecutive business days, plus the monies then held in the Sinking Fund less interest then accrued on the Notes, is less than two hundred per cent (200%) of the then aggregate unpaid balance of the Notes, Makers agree and obligate themselves within fifteen (15) calendar days after such fifth day either (i) to reduce the principal amount of such Notes then outstanding (if then permitted to do so under the other terms hereof), or (ii) to add to the Collateral sufficient acceptable securities to increase the Collateral Value, plus the monies held in the Sinking Fund at the close of business on the day of such deposit less interest then accrued on the Notes, to at least 2.125 times the then aggregate unpaid balance of the Notes then outstanding.

(c) Withdrawal from the Collateral. In the event the Collateral Value for any five (5) consecutive business days when the American Stock Exchange is open is more than 2.5 times the aggregate principal amount of the Notes then outstanding and unpaid, Makers shall be entitled to withdraw securities from the Collateral (other than the Zapata Stock) of sufficient value to reduce the Collateral Value to 2.375 times the aggregate unpaid principal amount of the Notes then outstanding.

(d) Acceptable Additions to the Collateral. In satisfaction of their obligation to add to the Collateral in accordance with the terms of this Section, Makers may deposit hereunder common stock of Zapata Off-Shore Company or Western Equities, Inc., bonds or notes issued by the United States of America, or any other security which is approved in writing by the holders of not less than fifty per cent (50%) of the aggregate principal amount of the Notes then outstanding and unpaid, such approval not to be unreasonably withheld.

Section 5.03. *Dividends and Interest.* Unless an Event of Default shall have occurred and be continuing or the Makers shall be in default in the payment of interest on any of the Notes, Makers shall be entitled to receive and retain all dividends payable in cash out of earnings accruing to the Collateral and all sums paid as interest. If an Event of Default shall have occurred and shall be continuing, all interest or cash dividends on the Collateral shall be payable to the Trustee to be held in the Sinking Fund. The Makers shall retain all voting rights as to securities comprising part of the Collateral, regardless of default, until their sale pursuant to this Indenture.

Section 5.04. *Exchange of Collateral in Certain Cases.* In the event that any corporation whose stock is pledged hereunder shall take any proceeding to change the number of shares of its authorized stock, or to issue in exchange for or as a stock dividend on or split of the stock pledged any other stock of the same or other class or classes and/or other securities, or issue any greater or lesser number of shares in exchange for the stock pledged hereunder, or shall consolidate or merge with any other corporation or sell its assets to any other corporation in exchange for stock and/or securities of such other corporation or shall change or readjust its outstanding capital stock or indebtedness or be dissolved, then and in any such event, such securities as may be deliverable in addition to, in lieu of or in exchange for the Collateral or any part thereof shall be delivered to the Trustee. Any stock, bonds, notes or other evidence of indebtedness or other property received by the Trustee under the provisions of this Article shall be held by the Trustee as part of the Collateral, subject to the terms and conditions in this Indenture contained.

Section 5.05. *Collateral Reserved for Exercise of Options.* Of the Collateral the Trustee shall reserve eight thousand (8,000) shares of Zapata Stock and/or other securities delivered to the Trustee pursuant to Section 5.04 with respect to such shares, for the exercise of the Options provided in Article Four above; provided, however, that such reservation shall not preclude the sale of such shares and securities pursuant to Section 7.03 hereof if the Trustee in its discretion determines it is in the best interest of the registered holders of the outstanding Notes to make such sale; and further provided that in any such determination as to whether to make such sale the Trustee shall abide by any written instructions to it from the registered holders of a majority in unpaid principal amount of the Notes then outstanding.

ARTICLE SIX

Particular Covenants of the Makers

The Makers, for themselves and their respective heirs, personal representatives and assigns, hereby covenant, warrant, represent and agree as follows:

Section 6.01. Makers will well and truly pay unto the Trustee for the account of the registered holders of the Notes the interest and principal thereof, when and as the same shall become due and payable, according to the tenor and effect of said Notes.

Section 6.02. Makers are the owners and are lawfully seized and possessed of the Collateral and have full power and authority to mortgage, pledge, assign and hypothecate the same to the Trustee for the uses and purposes in this Indenture set forth; and the Collateral is free from any and all liens and encumbrances prior to or on parity with the lien of this Indenture; and the Makers will warrant and defend the title thereto against all claims and demands whatsoever.

Section 6.03. Makers will not vote the Zapata Stock in favor of any proposal to consolidate with or merge into or sell or convey or otherwise dispose of or lease all or substantially all of the assets of Zapata Off-Shore Company to Western Equities, Inc., without the written consent of the holders of fifty per cent (50%) of the principal amount of the Notes then outstanding.

Section 6.04. If and whenever and as often as the Trustee shall request, Makers will promptly execute and deliver all such supplementary or corrective instruments and other papers and assurances as may be necessary or proper in order to maintain the Collateral in good delivery form and subject to the lien of this Indenture.

Section 6.05. Makers will not create or suffer or permit to be created any lien or charge whatsoever upon the Collateral or any part thereof prior to the lien of this Indenture, or do any act or thing whereby the lien or security hereof may be impaired, and they will not alienate or encumber the Collateral to the prejudice of this Indenture.

Section 6.06. If the title to the Collateral or any part thereof shall be endangered, or shall be attacked directly or indirectly, or if any legal proceedings are instituted against the Makers with respect thereto, the Makers will promptly give written notice thereof to the Trustee and at their own cost and expense will exert themselves diligently to cure any defect which may be developed or claimed, and will take all necessary and proper steps for the defense of the title to the Collateral and the lien of this Indenture thereon and will take such action as is reasonably appropriate to the defense of any such legal proceedings, including but not limited to the employment of counsel, the prosecution or defense of litigation and the release or discharge of claims made against the title to the Collateral or the lien of this Indenture. If the Trustee shall deem it necessary or expedient, in defense of such title or claim, the Makers hereby authorize the Trustee, at the expense of the Makers, to take all additional steps deemed by the Trustee necessary or proper for the defense of said title and lien, including but not limited to the employment of independent counsel, in the prosecution or the defense of litigation.

Section 6.07. All reasonable charges made by the Trustee or the Trustee's successor for any service performed hereunder, including attorneys' fees and court costs, will be promptly paid and until paid shall be secured by the lien hereof.

Section 6.08. If securities of Zapata Off-Shore Company and/or Western Equities, Inc. (other than securities issuable pursuant to employee stock option or purchase plans) are registered under the Securities Act, Makers will use their best efforts to cause the shares of such corporations which are then part of the Collateral to be included in such registration.

ARTICLE SEVEN

Events of Default

Section 7.01. In case any one or more of the following events (herein called "Events of Default") shall occur and be continuing, to-wit:

(a) If default shall be made in the due and punctual payment of any installment of principal or interest on any Note when and as the same shall become due and payable, whether at maturity or otherwise;

(b) If the Makers fail to maintain the Collateral Value as required by Section 5.02(b), and any Noteholder notifies the Trustee thereof;

(c) If default shall be made by the Makers in the performance or observance of any of the covenants or agreements on their part contained in this Indenture or in any indenture supplemental hereto, or in any of the Notes, and if such default shall continue for a period of fifteen (15) days after written notice to the Makers by the Trustee or by the holders of not less than twenty-five per cent (25%) of the principal amount of the Notes at the time outstanding;

(d) If any writ of attachment or sequestration shall be filed with respect to any part of the Collateral and shall not have been quashed or removed within thirty days;

(e) If either of the Makers shall (1) admit in writing his inability to pay his debts generally as they become due, (a) file a petition in bankruptcy under the bankruptcy laws of the United States, (3) make an assignment for the benefit of his creditors, or (4) be adjudicated a bankrupt on a petition in bankruptcy filed against him;

then, and in each and every such case, either the Trustee or the registered holders of not less than twenty-five per cent (25%) of principal amount of the Notes at the time outstanding may declare the principal amount of all the Notes, if not already due and payable, to be immediately due and payable; and upon any such declaration all Notes shall become and be immediately due and payable, anything in this Indenture or any of the Notes contained to the contrary notwithstanding. Any such declaration, however, is subject to the condition that, if at any time after the principal of the Notes shall have been so declared due and payable and prior to the date of maturity thereof as stated in the Notes and before any sale of any part of the Collateral shall have been made, all matured installments of interest and all principal then due otherwise than by acceleration shall be paid or provided for, then and in every such case, all defaults may be waived and such declaration and its consequences may be rescinded by the holders of not less than a majority in aggregate principal amount of the Notes outstanding; but no such waiver or rescission shall extend to or affect any subsequent default or impair or exhaust any right or power consequent thereon.

SECTION 7.02. Prior to the declaration of the maturity of the Notes upon an Event of Default, the holders of not less than a majority in aggregate principal mount of the Notes at the time outstanding may on behalf of the holders of all of the Notes waive any past default under the Indenture and its consequences, except a default in the payment of principal of or interest on any of the Notes. Such waiver and any consent by the holder of any Note shall be conclusive and binding upon such holder and upon all future holder or holders of said Note and of any Note issued in exchange or substitution therefor or in place thereof, irrespective of whether or not any notation of such consent or waiver is made upon such Note.

SECTION 7.03. Upon the happening of an Event of Default which is continuing and not cured or waived, and upon declaration pursuant to Section 7.01 that the principal amount of all the Notes, plus accrued interest thereon, is immediately due and payable, and unless Makers thereupon pay same in full:

(a) Trustee shall have the right to and is hereby fully authorized to, and shall if directed to do so in writing by the registered holders of at least twenty-five per cent (25%) of the Notes then outstanding, sell or offer for sale the Collateral, in whole or in part, at public or private sale, or to sell or authorize same to be sold through any broker or person, for cash, free and clear of all right of redemption or marshalling of assets, both of which are hereby expressly waived, after notifying the Makers of the proposed conditions of said sale or sales, or of the placing of same with a broker or any other person for sale, at least three (3) business days prior to the date set for said sale or sales, or at least three (3) business days prior to the time that the Collateral, or any part thereof, is delivered to or turned over to a broker or any other person for sale; the Collateral, in whole or in part, may be sold or offered for sale at any such sale or sales without the same being actually present, and all right, title and interest in same shall pass upon such sale or sales as fully and to the same extent as though the Collateral were actually present at such sale or sales. The Noteholders shall have the right to become the purchasers of any or all of the Collateral offered at such sale or sales, provided such Noteholders be the highest bidders thereat, and shall have the right to apply as a credit upon the indebtedness owing to such Noteholders and secured hereby the full amount of the bid made or price offered in lieu of cash payment after proper accounting for the expenses of the Trustee in connection therewith. The rights hereby given to the Trustee shall not be exhausted by any one sale, but successive sales may be had of the Collateral or any part thereof until all of the indebtedness secured hereby has been satisfied in full.

(b) If portions of the Collateral are not freely transferable by reason of the requirements of the Securities Act or the rules and regulations thereunder, the Trustee shall be authorized to negotiate for the sale of such securities on a private and confidential basis without seeking other bidders, and such a sale may be negotiated with the Noteholders by the Trustee; provided, however, that before any such sale to the Noteholders the Makers shall receive notice thereof and have three (3) business days within which to seek to negotiate a more favorable sale of such shares.

(c) If all or any part of the Zapata Stock and/or the capital stock of Western Equities, Inc., included in the Collateral, or of any securities delivered to the Trustee with respect thereto under Section 5.04, is not freely transferable by reason of the requirements of the Securities Act or the rules and regulations thereunder, either the Trustee or the registered holders of not less than twenty-five per cent (25%) of the principal amount of the Notes then outstanding may request the Makers to cause such shares to be registered promptly under the Securities Act; and the Makers shall thereupon use their best efforts to cause a registration statement with respect to such shares to be prepared and filed and become effective under such Act without expense to the Noteholders or the Trustee.

(d) Securities pledged as part of the Collateral which are freely transferable may be disposed of by the Trustee through sale on any national stock exchange on which such securities are listed, or through the over-the-counter market if the securities are not so listed.

(e) In selling the Zapata Stock, the Trustee shall deal with the shares reserved for exercise of the Options in accordance with the provisions of Section 5.05.

(f) Trustee shall have full discretion to determine the method or methods of sale of the Collateral which in its judgment will result in the highest aggregate proceeds in view of the numbers of shares or other securities of various corporations then included in the Collateral, any restrictions which may be applicable at the time of such sale or sales by reason of the Securities Act or otherwise, and the need for prompt disposition to reduce market risk; provided, however, that before disposing of all the Collateral for less than the aggregate amount then owing on the Notes, the Trustee shall give the Makers and the Noteholders ten (10) business days within which to negotiate sales resulting in greater aggregate proceeds after deducting expenses applicable thereto.

Section 7.04. The proceeds derived from any and all of such sales by the Trustee, together with all monies (including certificates of deposit) then in the Sinking Fund, shall be applied, first, to the payment of all costs and expenses incurred in connection with the holding and conclusion of said sale or sales, including all commissions and fees incurred in connection therewith, cost of transferring any stock or other security so sold, and all other costs and expenses incurred in connection therewith; and, second, to the payment of all sums owing and to be owing as interest upon the Notes; and, then, to the payment of any and all of the principal amount of the Notes then outstanding. The remainder, if any, shall be paid or delivered to the Makers. Makers further covenant and agree to pay any deficiency existing between the amount owing upon the Notes and the sums realized from any and all such sales remaining after deducting costs and expenses had or incurred in connection therewith.

ARTICLE EIGHT

Concerning the Trustee

Section 8.01. The Trustee hereby accepts the trust imposed by this Indenture, but only upon and subject to the terms and conditions hereof, including the following:

(a) The recitals herein or in the Agreement or in the Notes contained shall be taken as the statements of the Makers and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the value or condition of the Collateral or any part thereof or as to the title of the Makers thereto, or as to the security afforded thereby and hereby, or as to the validity of this Indenture or of the Notes, and the Trustee shall incur no responsibility in respect to any such matter (save only its certificate of authentication on each Note).

(b) The Trustee shall be under no duty to procure any further, other or additional instruments of further assurance, or to do any other act which may be suitable to be done for the better maintenance or continuance of the lien or security hereof, or for giving notice of the existence of said lien, or for extending or or supplementing the same, or to see that any property intended now or hereafter to be conveyed in trust hereunder is subject to the lien hereof. The Trustee shall be under no responsibility or duty with respect to the disposition of Notes authenticated by it and delivered by it to the Noteholders hereunder.

(c) The Trustee may authenticate and deliver the Notes, in accordance with the provisions hereof, on the execution and delivery of this Indenture.

(d) The Trustee may execute any of the trusts or powers hereof, and perform any duties required by or through attorneys, agents, representatives, officers or employees and shall be entitled to advice of counsel concerning all matters of trust, and may in all cases pay such reasonable compensation as may be deemed proper, and the Makers covenant and agree to repay, upon demand, all such outlays and expenses so incurred.

(e) The Trustee shall be protected in acting upon any instrument of any Noteholder or the Makers believed by it to be genuine and correct, and shall not be bound to recognize any person as a holder of any Note or to take any action at his request unless such Note shall be deposited with the Trustee or submitted to it for inspection. The Trustee shall not be compelled to do any act hereunder or to take any action toward the execution or enforcement of the trust hereby created unless indemnified to its satisfaction against loss and expense; nothing herein contained shall, however, relieve the Trustee of the obligation, upon the occurrence of an Event of Default (which has not been cured), to exercise such of the rights and powers vested in it by this Indenture, and to use the same degree of care and skill in its exercise as a prudent man would exercise or use under the circumstances in the conduct of his own affairs. The Trustee may act upon the opinion of any attorney selected by it, and shall be fully protected in any action taken upon such advice.

Withdrawal/Redaction Sheet
(George Bush Library)

DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION	CLASS.
08. Form w/ attachment	Letter of transmittal w/ attachments containing financial information (7 pp.)	2/11/66	C	

COLLECTION

George Bush Personal Papers
Zapata Oil File
Business Alphabetical Files

FILE LOCATION

Zapata - Hall and Mize, Bush - Note [1966-1967] [2 of 2]

OA/ID Number

Date Closed 01/18/00

RESTRICTION CODES

Presidential Records Act - [44 U.S.C. 2204(a)]

P-1 National Security Classified Information [(a)(1) of the PRA]
P-2 Relating to the appointment to Federal office [(a)(2) of the PRA]
P-3 Release would violate a Federal statute [(a)(3) of the PRA]
P-4 Release would disclose trade secrets or confidential commercial or financial information [(a)(4) of the PRA]
P-5 Release would disclose confidential advise between the President and his advisors, or between such advisors [a)(5) of the PRA]
P-6 Release would constitute a clearly unwarranted invasion of personal privacy [(a)(6) of the PRA]

C. Closed in accordance with restrictions contained in donor's deed of gift.

Freedom of Information Act - [5 U.S.C. 552(b)]

F-1 National security classified information [(b)(1) of the FOIA]
F-2 Release would disclose internal personnel rules and practices of an agency [(b)(2) of the FOIA]
F-3 Release would violate a Federal statute [(b)(3) of the FOIA]
F-4 Release would disclose trade secrets or confidential or financial information [(b)(4) of the FOIA]
F-6 Release would constitute a clearly unwarranted invasion of personal privacy [(b)(6) of the FOIA]
F-7 Release would disclose information compiled for law enforcement purposes [(b)(7) of the FOIA]
F-8 Release would disclose information concerning the regulation of financial institutions [(b)(8) of the FOIA]
F-9 Release would disclose geological or geophysical information concerning wells [(b)(9) of the FOIA]

Withdrawal/Redaction Sheet
(George Bush Library)

DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION	CLASS.
09. Letter	Letter of transmittal containing financial information (1 pp.)	2/11/66	C	

COLLECTION

George Bush Personal Papers
Zapata Oil File
Business Alphabetical Files

FILE LOCATION

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F-9 Release would disclose geological or geophysical information concerning wells [(b)(9) of the FOIA]

62 file

No. ....

$..........

6% INSTALLMENT NOTE DUE 1968-69

FOR VALUE RECEIVED, Ernest M. Hall, Jr., and D. Doyle Mize (hereinafter called "Makers") hereby promise to pay to

or registered assigns, at First City National Bank of Houston in Houston, Texas, the principal sum of

DOLLARS ($)

in such coin or currency of the United States of America as at the time of payment shall be legal for the payment of public and private debts, of which ten per cent (10%) shall be payable November 7, 1968, and the remaining principal sum shall be payable February 7, 1969, and to pay interest on the principal sum from this date at the rate of six per cent (6%) per annum while unpaid, in like coin or currency, at said Bank, payable semiannually on the 7th day of each August and February until payment of said principal sum has been made or duly provided for; and interest shall also be payable whenever any principal sum is paid, to the extent accrued on such sum. Overdue principal of and overdue interest on this Note shall, to the extent permitted by law, bear interest at the rate of eight per cent (8%) per annum from the date due until paid.

This Note is one of a series of Notes having the aggregate principal amount of Three Million Two Hundred Thousand Dollars ($3,200,000.00), all issued pursuant to a Collateral Trust Indenture dated as of February 7, 1966 (herein called the "Indenture") duly executed and delivered by the Makers to First City National Bank of Houston, Trustee, to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the security (hereinafter called the "Collateral") for the Notes and the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Makers and the holders of the Notes.

The registered holder of this Note shall have the option, within thirty (30) days after (i) final payment of the Notes is made or duly provided for, (ii) all of the Collateral except the eight thousand (8,000) shares of common stock of Zapata Off-Shore Company, $0.50 par value (hereinafter called "Zapata Stock"), reserved for the Options shall have been sold or released by the Trustee, or (iii) February 7, 1969, whichever is later, to purchase from the Makers, at a price of $25.00 per share, shares of Zapata Stock comprising part of the Collateral, at the rate of one share for each $400.00 principal amount of Notes held by such holder, the price and number of shares being subject to adjustment for stock splits or stock dividends and otherwise in accordance with the terms and provisions of the Indenture. No fractional shares shall be purchased; a holder who would be entitled to exercise such option as to a fraction of a share equal to one-half or greater shall be entitled to exercise such option as to a full share, while fractions of less than one-half shall be disregarded. Such option shall not be transferred separately from this Note.

This Note is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the office of the Trustee in the City of Houston, Texas, on the books to be kept for that purpose by the Trustee at such office, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender of this Note. Upon any such transfer a new registered Note, or Notes in denominations authorized by the Indenture, for the same aggregate principal amount will be issued to the transferee in exchange for this Note, which shall then be cancelled; or the Trustee may acknowledge registration of such transfer on this Note and deliver it to the transferee.

The Makers and the Trustee may deem and treat the registered holder hereof as the absolute owner hereof (whether or not this Note shall be overdue and notwithstanding any notation of ownership or writing hereon made by anyone other than the Trustee) for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes, and neither the Makers nor the Trustee shall be affected by any notice to the contrary.

In case an Event of Default, as defined in the Indenture, shall have occurred and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner and with the effect and subject to the conditions provided in the Indenture. The Indenture provides that in certain events after such a declaration shall have been made all Defaults may be waived and such declaration and its consequences may be rescinded by the holders of not less than a majority in aggregate principal amount of the Notes outstanding, upon payment or provision for payment of all matured installments of interest and of all principal then due otherwise than by acceleration. It is also provided in the Indenture that, prior to a declaration of the maturity of the Notes upon an Event of Default, the holders of not less than a majority in aggregate principal amount of the Notes at the time outstanding may on behalf of the holders of all of the Notes waive any past default under the Indenture and its consequences, except a Default in the payment of principal of or interest on any of the Notes. Such waiver and any consent by the holder of this Note shall be conclusive and binding upon such holder and upon all future holders and owners of this Note and of any Note issued in exchange or substitution herefor or in place hereof, irrespective of whether or not any notation of such consent or waiver is made upon this Note.

The Indenture contains provisions permitting the Makers and the Trustee, with the consent of the holders of not less than two-thirds in aggregate principal amount of the Notes at the time outstanding, evidenced as in the Indenture provided, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of any supplemental indenture or modifying in any manner the rights and obligations of the holders of the Notes and of the Makers; provided, however, that no such supplemental indenture shall (i) extend the fixed maturity of any Notes, or reduce the principal amount thereof, or (ii) reduce the rate or extend the time of payment of interest thereon, or (iii) alter or impair the option to purchase Zapata Stock as described above without the consent of the holder of each Note so affected, or (iv) reduce the aforesaid percentage of Notes, the holders of which are required to consent to any such supplemental indenture, without the consent of the holders of all Notes then outstanding.

No reference hereunder to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Makers, which is joint and several and absolute and unconditional, to pay the principal of and interest on this Note at the time and place and at the rate and in the coin or currency herein prescribed.

As provided in the Indenture, the Notes may be prepaid without penalty at any time as a whole, and, after one year from date, from time to time in part, provided that all prepayments shall be made pro rata on all Notes then outstanding.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereof shall have been signed by the Trustee under the Indenture.

EXECUTED as of this 7th day of February, 1966.

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Notes described in the within mentioned Indenture.

FIRST CITY NATIONAL BANK OF HOUSTON,
as Trustee

By ....
Authorized Officer

....
Ernest M. Hall, Jr.

....
D. Doyle Mize

Makers

Proof of 2-5-66(N)—De La Rue/Texas—CA 2-2335—Baker, Botts (3511)—Agreement & Note

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

....

Please print or typewrite name and address of assignee

....

the within Note and does hereby irrevocably constitute and appoint

....Attorney

to transfer the said Note on the books of the Trustee, with full power of substitution in the premises.

Dated:...

....

NOTICE: NO WRITING BELOW EXCEPT BY THE TRUSTEE

Date of Registration	Name of Registered Owner	Authorized Signature of Trustee

Charge shall be made for Registration, Transfer or Discharge from Registration (except taxes and other governmental charges)

NOTATION OF PREPAYMENTS OF PRINCIPAL ON THIS NOTE

Date	Amount of Principal Paid	Balance of Principal Amount Outstanding	Authorized Signature of Trustee

NOTATION OF EXERCISE OF OPTION CONTAINED IN THIS NOTE

Date	Shares Purchased	Price Paid	Authorized Signature of Trustee

Withdrawal/Redaction Sheet
(George Bush Library)

DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION	CLASS.
10. Letter	From Arnie Deaton to note holders RE: Financial information (1 pp.)	8/8/66	C	

COLLECTION
George Bush Personal Papers
Zapata Oil File
Business Alphabetical Files

FILE LOCATION
Zapata - Hall and Mize, Bush - Note [1966-1967] [2 of 2]

OA/ID Number

Date Closed 01/18/00

RESTRICTION CODES

Presidential Records Act - [44 U.S.C. 2204(a)]

P-1 National Security Classified Information [(a)(1) of the PRA]
P-2 Relating to the appointment to Federal office [(a)(2) of the PRA]
P-3 Release would violate a Federal statute [(a)(3) of the PRA]
P-4 Release would disclose trade secrets or confidential commercial or financial information [(a)(4) of the PRA]
P-5 Release would disclose confidential advise between the President and his advisors, or between such advisors [a)(5) of the PRA]
P-6 Release would constitute a clearly unwarranted invasion of personal privacy [(a)(6) of the PRA]

C. Closed in accordance with restrictions contained in donor's deed of gift.

Freedom of Information Act - [5 U.S.C. 552(b)]

F-1 National security classified information [(b)(1) of the FOIA]
F-2 Release would disclose internal personnel rules and practices of an agency [(b)(2) of the FOIA]
F-3 Release would violate a Federal statute [(b)(3) of the FOIA]
F-4 Release would disclose trade secrets or confidential or financial information [(b)(4) of the FOIA]
F-6 Release would constitute a clearly unwarranted invasion of personal privacy [(b)(6) of the FOIA]
F-7 Release would disclose information compiled for law enforcement purposes [(b)(7) of the FOIA]
F-8 Release would disclose information concerning the regulation of financial institutions [(b)(8) of the FOIA]
F-9 Release would disclose geological or geophysical information concerning wells [(b)(9) of the FOIA]

Withdrawal/Redaction Sheet
(George Bush Library)

DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION	CLASS.
11. List	List of stockholders with financial information (2 pp.)	2/3/66	C	

COLLECTION
George Bush Personal Papers
Zapata Oil File
Business Alphabetical Files

FILE LOCATION
Zapata - Hall and Mize, Bush - Note [1966-1967] [2 of 2]

OA/ID Number

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February 5, 1966.

Mr. George H. W. Bush
Individually and as Agent and
Attorney for the Sellers
1701 Houston Club Building
Houston, Texas

Dear Mr. Bush:

In the Agreement of Sale dated February 3, 1966 (the "Agreement") between the undersigned as Purchasers and the holders of shares of Stock of Zapata Off-Shore Company listed on Exhibit A thereto as Sellers, it is provided that both of the undersigned shall be Purchasers of the 160,000 shares of Stock covered thereby. It has now been agreed between the undersigned that all of such Stock will be purchased solely by D. Doyle Mize ("Mize") and that Ernest M. Hall, Jr. ("Hall") will have no interest in such purchase. However, the 6% Installment Notes to be delivered in payment of the purchase price of the Stock as set forth in Paragraph 4 of the Agreement shall still represent the joint and several obligation of Mize and Hall, who will deposit with the Trustee the security for said Note and the escrowed amount available for interest thereon as provided in the Indenture. Mize will pay all transfer taxes applicable to his purchases of the Stock.

This change will not reduce the obligations of Hall and Mize to the Sellers, the only change being that only Mize will purchase the Stock. Mize hereby represents and warrants that he is acquiring the shares of Stock which he is purchasing under the Agreement for investment for his own account (subject only to the pledge of such shares as security for the Notes and to the options provided for in the Notes) and not with a view to distribution; and further, that he will not dispose of any such Stock in violation of any Federal or State securities law applicable to such disposition.

In all other respects the Agreement shall remain in full force and effect.

Please evidence your acceptance of the changes to the Agreement described in this letter, on your own behalf and as agent and attorney for the other Sellers, whereupon this letter shall become effective as an amendment to the Agreement.

Very truly yours,

Ernest M. Hall, Jr.
Ernest M. Hall, Jr.

D. Doyle Mize
D. Doyle Mize

Accepted and agreed to on behalf of the Sellers
as of February 5, 1966

George Bush
George H. W. Bush

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 4

STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP OF SECURITIES

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934, Section 17(a) of the Public Utility Holding Company Act of 1935, or Section 30(f) of the Investment Company Act of 1940.

____
(Name of listed company, holding company or investment company)

____
(Name of person whose ownership is reported)

____
(Business address of such person; street, city, zone, state)

Relationship of such person to company named above. (See instruction 5) ______________________

____

Statement for Calendar Month of ____________, 19___

CHANGES DURING MONTH AND MONTH-END OWNERSHIP (See instruction 6)

TITLE OF SECURITY (See instruction 7)	DATE OF TRANSACTION (See instruction 8)	AMOUNT BOUGHT or otherwise acquired (See instruction 9)	AMOUNT SOLD or otherwise disposed of (See instruction 9)	NATURE OF OWNERSHIP (See instruction 10)	AMOUNT OWNED beneficially at end of month (See instruction 9)

REMARKS: (See instruction 11)

Date of statement ____________________

____
(Signature)

INSTRUCTIONS

1. PERSONS REQUIRED TO FILE STATEMENTS.

Statements on this form are required to be filed by each of the following persons:

(a) Every person who at any time during any calendar month was (i) directly or indirectly the beneficial owner of more than 10 percent of any class of equity securities (other than exempt securities) listed and registered on a national securities exchange, or (ii) a director or officer of the company which is the issuer of such securities, and who during such month had any change in his beneficial ownership of any class of equity securities of such company;

(b) Every person who at any time during any calendar month was a director or officer of a public utility holding company registered under the Public Utility Holding Company Act of 1935, and who during such month had any change in his beneficial ownership of any class of securities of such registered company or of any of its subsidiary companies;

(c) Every person who at any time during any calendar month was (i) directly or indirectly the beneficial owner of more than 10 percent of any class of outstanding securities (other than short-term paper) of a closed-end investment company registered under the Investment Company Act of 1940, or (ii) a director, officer, member of an advisory board, investment adviser or affiliated person of an investment adviser, of such company, and who during such month had any change in his beneficial ownership of any class of securities (other than short-term paper) of such company.

2. WHEN STATEMENTS ARE TO BE FILED.

Statements are required to be filed on or before the 10th day after the end of each month in which any change in beneficial ownership has occurred. Statements are not deemed to have been filed with the Commission or an exchange until they have actually been received by the Commission or such exchange.

3. WHERE STATEMENTS ARE TO BE FILED.

One signed copy of each statement shall be filed with the Securities and Exchange Commission, Washington 25, D.C. If the statement is filed for any person specified in Instruction 1(a), one signed copy thereof shall also be filed with each exchange on which any class of equity securities of the company is listed and registered. However, if the company has, in accordance with Rule 16 a-1, designated a single exchange to receive statements, the statement need only be filed with the Commission and the designated exchange.

4. SEPARATE STATEMENT FOR EACH COMPANY– EXCEPTION.

A separate statement shall be filed with respect to the securities of each company, except that a single statement shall be filed with respect to the securities of a registered public utility holding company and all of its subsidiary companies.

5. RELATIONSHIP OF REPORTING PERSON TO COMPANY.

Indicate clearly the relationship of the reporting person to the company; for example, "Director", "Director and Vice President", "Beneficial owner of more than 10 percent of the company's common stock", etc.

6. TRANSACTIONS AND HOLDINGS TO BE REPORTED.

(a) Persons required to file statements on this form shall include in their statements all changes during the month in their beneficial ownership, and their beneficial ownership at the end of the month, of the following securities:

(1) In the case of persons specified in Instruction 1(a), all classes of equity securities of the company, even though one or more of such classes may not be listed and registered on a national securities exchange;

(2) In the case of persons specified in Instruction 1(b), all classes of securities of the registered holding company and of all its subsidiary companies; and

(3) In the case of persons specified in Instruction 1(c), all classes of securities of the registered closed-end investment company (other than "short-term paper", as defined in Section 2 (a) (36) of the Investment Company Act of 1940).

(b) Every transaction shall be reported even though purchases and sales during the month are equal or the change involves only the nature of ownership; for example, from direct to indirect ownership. Beneficial ownership at the end of the month of all classes of securities required to be reported shall be shown even though there has been no change during the month in the ownership of securities of one or more classes.

7. TITLE OF SECURITY.

The statement of the title of the security shall be such as clearly to identify the security even though there may be only one class; for example, "Class A Common Stock", "$6 Convertible Preferred Stock", "5% Debentures Due 1965", etc. Include the name of the issuer of the security if the issuer is a public utility holding company or a subsidiary company thereof.

8. DATE OF TRANSACTION.

The exact date (month, day and year) of each transaction shall be stated opposite the amount involved in the transaction.

9. STATEMENT OF AMOUNTS OF SECURITIES.

In stating the amount of securities acquired, disposed of, or beneficially owned, give the face amount of debt securities or the number of shares or other units of other securities. In the case of securities owned indirectly, i.e., through a partnership corporation, trust or other entity, the entire amount of securities involved in the transaction or owned by the partnership, corporation, trust or other entity shall be stated. The person whose ownership is reported may, if he so desires, also indicate in a footnote or other appropriate manner, the extent of his interest in the transaction or holdings of the partnership, corporation, trust or other entity.

10. NATURE OF OWNERSHIP.

Under "Nature of ownership", state whether ownership of the securities is "direct" or "indirect". If the ownership is indirect, i.e., through a partnership, corporation, trust or other entity, indicate in a footnote or other appropriate manner, the name or identity of the medium through which the securities are indirectly owned. The fact that securities are held in the name of a broker or other nominee does not, of itself, constitute indirect ownership. Securities owned indirectly shall be reported on separate lines from those owned directly and from those owned through a different type of indirect ownership.

11. CHARACTER OF TRANSACTION.

If the transaction was with the issuer of the securities, so state. If it involved the purchase of securities through the exercise of options, so state and give the exercise price per share. If any other purchase or sale was effected otherwise than in the open market, that fact shall be indicated. If the transaction was not a purchase or sale, indicate its character; for example, gift, 5% stock dividend, etc., as the case may be. The foregoing information may be appropriately set forth in the table or under "Remarks" at the end of the table.

12. INCLUSION OF ADDITIONAL INFORMATION.

A statement may include any additional information or explanation deemed relevant by the person filing the statement.

13. SIGNATURE.

If the statement is filed for a corporation, partnership, trust, etc., the name of the organization shall appear over the signature of the officer or other person authorized to sign the statement. If the statement is filed for an individual, it shall be signed by him or specifically on his behalf by a person authorized to sign for him.