

and Texas Pacific Railway Company by its said President and its said Secretary, to be their act and deed respectively; and they did then and there respectively declare before me that they did respectively execute and deliver the same to be their respective act and deed and did respectively consent that the same might be recorded.

Witness my hand and notarial seal of office, in Cincinnati, Hamilton County, State of Ohio, this seventh day of June, in the year of our Lord one thousand nine hundred and two.

W. T. Porter,
[Notarial Seal]
Notary Public, Hamilton County, Ohio.

SUPPLEMENTAL AGREEMENT

*Blacked out date
15 April 23, 1898*

WHEREAS, the General Assembly of the State of Ohio did, by an act passed ~~the 23~~ Ohio L. 637), entitled "An Act supplementary to an act relating to cities of the first class having a population exceeding one hundred and fifty thousand inhabitants, passed May 4, 1869 (66 Ohio L. 80)," authorize the Trustees of any railway, referred to in said act, to agree, with the approval of the Trustees of the Sinking Fund referred to in said act, with the Lessee of any railway therein referred to, to modify the terms and extend the time of grant in any lease of such railway for such length of time and upon such terms and conditions as shall be fixed and provided by said Board of Trustees, subject, however, to the vote of the qualified electors of any city referred to in said act; and

power of Trustees
to modify the
terms of lease and
extend time of
grant.

WHEREAS, said act did also make it lawful for said Board of Trustees to borrow, as a fund for terminal facilities and permanent betterments for the line of railway therein referred to, a sum not exceeding two million five hundred thousand dollars (\$2,500,000), and to issue bonds therefor; provided, however, that no more than five hundred thousand dollars (\$500,000) shall be borrowed, or bonds issued therefor, in any one year; and

Also to have bonds
for terminal facilities and permanent betterments.

WHEREAS, said act did further empower the Trustees of each line of railway to agree with any Lessee of said line of railway that they would exercise the powers granted them in section two (2) of said act, on condition that the company, Lessee of said railway mentioned in said act, enter into a supplemental agreement with said Trustees of said railway, obligating itself, as and by way of additional rental for said line of railway, to pay said Trustees such sum annually as will equal the interest charge upon said

On condition that
Lessee enter into
supplemental agreement to pay
interest and provide sinking fund.

CONTRACT

SECOND MODIFICATION AND EXTENSION OF LEASE OF THE CINCINNATI SOUTHERN RAILWAY.

WHEREAS, on the 11th day of October, A. D. 1881, under and in pursuance of an Act of the General Assembly of the State of Ohio, passed on the 18th day of March, 1881, entitled "An Act supplementary to the Act relating to cities of the first class, having a population exceeding one hundred and fifty thousand inhabitants, passed May 4, 1869," the Trustees of the Cincinnati Southern Railway, with the approval of the Trustees of the Sinking Fund of the City of Cincinnati, and for and in consideration of the rents, covenants and agreements contained in an indenture made between the said Trustees of the Cincinnati Southern Railway and The Cincinnati, New Orleans and Texas Pacific Railway Company, did thereby grant, demise and lease unto said Company for the term of twenty-five years, from the 12th day of October, A. D. 1881, the line of railway known as the Cincinnati Southern Railway, extending from its terminus in Cincinnati, Hamilton County, Ohio to its terminus in Chattanooga, in the County of Hamilton, in the State of Tennessee, together with all the works, conveniences and appendages of said railway, and:

WHEREAS, by an Act of the General Assembly of the State of Ohio, passed April 23, 1898, entitled "An Act supplementary to an Act relating to cities of the first class, having a population exceeding one hundred and fifty thousand inhabitants, passed May 4, 1869," the board of trustees of any railway appointed under the provisions of the Act of May 4, 1869, were authorized, with the approval of the Trustees of the Sinking Fund of said City, to agree with the lessee of

Recital of Original
Lease made Octo-
ber 11, 1881.

Term of twenty-
five years from Oc-
tober 12th, 1881.

Recital of Exten-
sion Act of April
23, 1898.

any such railway to modify the terms and extend the time of grant of any lease thereof for such length of time and upon such terms and conditions as shall be fixed and provided by said board of Trustees.

Trust modified and approved July 12, 1902, and October 12, 1906.

Trust's proposal of July 1, 1927, for extension of lease for sixty years from October 12, 1926, to and including July 1, 1987.

Pursuant to the terms of said Act and with the approval of the Trustees of the Sinking Fund of said City and the favorable vote of the qualified electors of said City at a general election held in said City on November 5, 1901, the said lease aforesaid was modified as to the rental and extended as to the term for a period of sixty years from its expiration so as to expire on October 12, 1966. The rental payable under the original lease was so modified that beginning with July 12, 1902, the annual rent payable was to be One Million, Fifty Thousand (\$1,050,000.00) Dollars, payable in quarterly installments, for the remainder of the original term, One Million, Fifty Thousand (\$1,050,000.00) Dollars, for the first twenty years of the extended term, One Million, One Hundred Thousand (\$1,100,000.00) Dollars, for the second twenty years and One Million, Two Hundred Thousand (\$1,200,000.00) Dollars for the third twenty years, and the deferred rental, under the original lease, to-wit: Two Hundred Thousand (\$200,000.00) Dollars per annum, was made payable Forty Thousand (\$40,000.00) Dollars per annum, in quarter-yearly installments, with three (3) per cent. interest on the deferred payments. This deferred rental was completely paid and satisfied in October, 1926, and on October 12, 1926, the fixed annual rental advanced to One Million, One Hundred Thousand (\$1,100,000.00) Dollars, which is the rent paid at this date, and; Whereas, on July 1, 1927, The Cincinnati, New Orleans and Texas Pacific Railway Company, lessee aforesaid of the Cincinnati, Southern Railway, submitted to the Board of Trustees of the Cincinnati Southern Railway, its specific proposal as follows, viz.: "That the lease of the Cincinnati Southern Railway, now limited to expire on, the 12th day of

October, A. D. 1966, be extended for a term of sixty years and eighty days, so that it will continue in effect for ninety-nine years from January first, 1928," and then and thereafter agreed in consideration of such extension, to pay to the Trustees of the Railway, lessor aforesaid, a progressively increasing fixed rental, plus a progressively increasing contingent share of profits, as follows, viz.:

First: For a period from January 1, 1928, to December 31, 1945:

(a) A fixed annual rental of One Million, Two Hundred Fifty Thousand (\$1,250,000.00) Dollars, plus the expenses of the Trustees' organization, as provided in the present lease.

(b) Interest and sinking fund payments on the City bonds heretofore issued for terminal improvements and betterments, as provided in the present lease, and as agreed to from time to time.

(c) A contingent annual rental equivalent to two (2) per cent. of the net profits derived by the lessee from the operation of the leased property during such period.

Second: For a period from January 1, 1947, to December 31, 1956:

(a) A fixed annual rental of One Million, Three Hundred Fifty Thousand (\$1,350,000.00) Dollars, plus the expenses of the Trustees' organization as aforesaid.

(b) Interest and sinking fund payments on the City bonds heretofore issued for terminal improvements and betterments, so long as any such bonds shall remain unredeemed, i. e., until 1965, as provided in the present lease and as agreed to from time to time.

(c) A like contingent annual rental but with the rate increased to three (3) per cent.

Third: For a period from January 1, 1967, to December 31, 1985:

(a) A fixed annual rental of One Million, Four Hundred Fifty Thousand (\$1,450,000.00) Dollars,

plus the expenses of the Trustees' organization, as aforesaid.

(b) A like contingent annual rental, but with the rate increased to four (4) per cent.

Fourth: For a period from January 1, 1987, to December 31, 2006:

(a) A fixed annual rental of One Million, Six Hundred Thousand (\$1,600,000.00) Dollars, plus the expenses of the Trustees' organization, as aforesaid.

(b) A like contingent annual rental, but with the rate increased to five (5) per cent.

Fifth: For a period from January 1, 2007, to December 31, 2026:

(a) A fixed annual rental of One Million, Seven Hundred Thousand (\$1,700,000.00) Dollars, plus the expenses of the Trustees' organization as aforesaid.

(b) A like contingent annual rental, but with the rate increased to six (6) per cent.

The lessee as part of the application for said extension further stated that "Upon the assurance of tenure of the leased property for the proposed extended term, the lessee is prepared at once, to proceed, on its own investment, to double track the railroad between Williamson and Danville, a distance of seventy-seven miles, at a cost estimated to be \$13,200,000.00."

The proposal provided that the term "net profits" as used therein should be interpreted as the difference between the "net railway operating income" of the leased property in any one year (ascertained under the accounting regulations of the Interstate Commerce Commission) and the fixed rental (including interest and Sinking Fund accruals) due in such year under the terms of the proposed new lease contract; and further stipulated that this provision for contingent rental shall not be interpreted as giving the lessor or his representatives any further voice in operating management or administration of the leased

Lessee to operate the railroad under the terms and conditions hereof.

Interpretation and ascertaining of net profits.

property beyond that heretofore exercised under the terms of the existing lease.

It was further provided that the modification and extension sought shall be subject to the approval of the franchise rights of the lessor in the States of Kentucky and Tennessee, in the security of which the lessee agrees to co-operate with lessor to the fullest extent.

Now this Indenture made between the said Trustees of the Cincinnati Southern Railway, party of the first part, herein called the Trustees, and The Cincinnati, New Orleans and Texas Pacific Railway Company, party of the second part, hereinafter called the Company, with the approval of the Trustees of the Sinking Fund of said City, pursuant to the provisions and under the authority of the Act of the General Assembly of Ohio, of April 23, 1898, aforesaid, Witnesseth, and it is mutually covenanted and agreed by said parties, each for itself, its successors and assigns, as follows:

Section 1. That for and in consideration of the increase of the present current rental of the existing lease, and the payment of the further fixed and contingent rentals as provided herein, the Trustees of the Cincinnati Southern Railway, lessors aforesaid, agree to the modification of the rental of the existing lease and grant to The Cincinnati, New Orleans and Texas Pacific Railway Company, lessee aforesaid, the extension of the term of the lease petitioned for, to-wit: for the full term of sixty years and eighty days from the date of the expiration of the present term; that is to say, until and including the 31st day of December, A. D. 2026. Said party of the second part to have and to hold the demised premises and all additions and improvements thereon for the term above stated upon the terms and conditions stipulated in said lease, in the first modification and extension thereof, and in this Indenture further modifying and extending the same.

Modification and extension subject to approval of franchise rights.

Parties mutually covenanted and agreed.

Modification of rental and extension for sixty years and eighty days, to run in and including the 31st day of December, 2026.

Rental according to the provisions hereof and extension thereof shall be paid up to and including December 31, 1967.

From January 1, 1971, to December 31, 1971, a fixed annual rental of \$1,350,000.00, plus expenses of Trustees' organization and equivalent of 2% of the net profits from operation of leased property.

From January 1, 1972, to December 31, 1974, a fixed annual rental of \$1,250,000.00, plus expenses of Trustees' organization and equivalent of 2% of the net profits from operation of leased property.

From January 1, 1975, to December 31, 1976, a fixed annual rental of \$1,200,000.00, plus expenses of Trustees' organization and equivalent of 2% of the net profits from operation of leased property.

Section 11. Rental according to the terms of the first indenture and extended lease of June 7, 1962, to and including December 31, 1967. The rental subsequent to December 31, 1967, continuing the same terms of the extended lease of June 7, 1962, shall be modified, fixed and determined as provided in this indenture, which modified rental and the further rentals provided and payable herein, the party of the second part, covenants and agrees for itself, its successors and assigns to pay to the party of the first part, its successors and assigns, in lawful money of the United States of America to the Treasurer of the City of Cincinnati, Ohio, and the same are fixed and determined as follows, to-wit:

First. For the period from January 1, 1928, to December 31, 1950, a fixed annual rental of One Million, Two Hundred Fifty Thousand (\$1,250,000.00) Dollars, plus the expenses of Trustees' organization, as provided in the present lease, payable in quarterly installments on April 1, 1928, for the prior quarter, and thereafter on the first days of July, October, January and April in each year during said period, and in addition thereto a contingent annual rental equivalent to two (2) per cent. of the net profits derived by the lessee from the operation of the leased property during such period, ascertained and payable as hereinafter set forth.

Second. For the period from January 1, 1947, to December 31, 1956, a fixed annual rental of One Million, Three Hundred Fifty Thousand (\$1,350,000.00) Dollars, plus the expenses of Trustees' organization, as aforesaid, payable in quarterly installments on the said quarterly due dates of each and every year during said period, and in addition thereto a contingent annual rental equivalent to three (3) per cent. of the net profits derived by the lessee from the operation of the leased property during such period, ascertained and payable as hereinafter set forth.

Third. For the period from January 1, 1967, to December 31, 1966, a fixed annual rental of One Million, Four Hundred Fifty Thousand (\$1,450,000.00) Dollars, plus the expenses of Trustees' organization, as aforesaid, payable in quarterly installments on the said quarterly due dates of each and every year during said period, and in addition thereto a contingent annual rental equivalent to four (4) per cent. of the net profits derived by the lessee from the operation of the leased property during such period, ascertained and payable as hereinafter set forth.

Fourth. For the period from January 1, 1967, to December 31, 2006, a fixed annual rental of One Million, Six Hundred Thousand (\$1,600,000.00) Dollars, plus the expenses of Trustees' organization, as aforesaid, payable in quarterly installments on the said quarterly due dates of each and every year during said period, and in addition thereto, a contingent annual rental equivalent to five (5) per cent. of the net profits derived by the lessee from the operation of the leased property during such period, ascertained and payable as hereinafter set forth.

Fifth. For the period from January 1, 2007, to December 31, 2026, a fixed annual rental of One Million, Seven Hundred Thousand (\$1,700,000.00) Dollars, plus the expenses of Trustees' organization, as aforesaid, payable in quarterly installments on the said quarterly due dates of each and every year during said period, and in addition thereto a contingent annual rental equivalent to six (6) per cent. of the net profits derived by the lessee from the operation of the leased property during such period, ascertained and payable as hereinafter set forth.

The contingent rental, ascertained in the manner hereinafter provided, shall be payable annually on July 1, of the year succeeding the year in which it has been earned.

From January 1, 1967, to December 31, 1966, a fixed annual rental of \$1,450,000.00, plus expenses of Trustees' organization and equivalent of 4% of the net profits.

From January 1, 1967, to December 31, 2006, a fixed annual rental of \$1,600,000.00, plus expenses of Trustees' organization and equivalent of 5% of the net profits.

From January 1, 2007, to December 31, 2026, a fixed annual rental of \$1,700,000.00, plus expenses of Trustees' organization and equivalent of 6% of the net profits.

This contract is a second modification of the first modification of the original lease of 1881.

The obligation to make the interest and sinking fund payments upon the City Bonds heretofore issued for terminal improvements and betterments as provided in the present lease and supplemental contracts shall continue pursuant to said lease and contracts.

SECTION III. That this contract of modification and extension is and is so treated and considered by the parties hereto, as the second modification and extension of the original lease of 1881, and that as such, all terms, conditions, covenants, stipulations, obligations, and agreements therein contained, and in the contract of the first modification and extension agreement of date June 7, 1902, not heretofore, by their terms executed and completed, are to remain in full force and effect during the remainder of the term of the said first modification and extension granted thereof and during the modification and extension thereof hereby granted, except so far as the same are modified or amended by this indenture, and all such terms and conditions are hereby affirmed and confirmed by the parties hereto as though recited and rewritten herein, and the party of the second part for itself, its successors and assigns, hereby covenants and agrees with the said party of the first part, its successors and assigns that it will observe, keep and perform all the covenants, stipulations, and agreements of said original lease, and of said first modification and extension thereof and of this first modification and extension thereof and of this indenture, and will not evade or violate any of the same; both parties hereto, moreover, hereby ratifying, confirming and approving all other supplementary and supplemental agreements and deeds, heretofore made between them, or by either of them to the other.

SECTION IV. The Lessee Company agrees, upon the execution of this agreement of modification and extension, and in consideration thereof, to proceed at its own cost and expense, to construct upon the line of Railway and upon the right of way now owned or hereafter acquired by or for the Trustees of the

Lease herein to the execution of this agreement, at its own cost and expense, to construct upon the line of Railway and upon the right of way now owned or hereafter acquired by or for the Trustees of the

Railway, a second main or double track from Williamsport, Kentucky, to Danville, Kentucky.

SECTION V. It is agreed by the parties hereto that the term "net profits" as used in ascertaining the amount of the contingent rental herein provided to be paid shall be interpreted to mean the difference between the "net railway operating income" of the leased property in any one year (ascertained under accounting regulations of the Interstate Commerce Commission) and the fixed rental (including interest and Sinking Fund accruals) due in such year under the terms of this lease contract, and it is further stipulated that the provision for contingent rental shall not be interpreted as giving the lessor or its representatives any further voice in operating management or administration of the leased property beyond that heretofore exercised under the terms of the existing lease.

SECTION VI. That at the execution and delivery of this indenture, the said party of the second part shall execute, acknowledge, and deliver to the Trustees of the Cincinnati Southern Railway, a deed confirming the mortgage executed and acknowledged on the 11th day of October, 1881, given by The Cincinnati, New Orleans and Texas Pacific Railway Company to said Trustees and extending the lien thereof to all property thereby covered or to be hereafter acquired as security for the performance of the covenants of said lease and of the first modification and extension agreement of June 7, 1902, and of this indenture and of any supplemental agreements made regarding terminal facilities or permanent betterments.

SECTION VII. This contract of modification and extension of said lease, is made subject to the extension of the franchise rights of the Trustees under the laws of the States of Kentucky and Tennessee, in the accruing of which by the Lessor, the Lessee covenants and agrees to co-operate to the fullest extent, provided that if the said extension of the said franchise rights

Method of determining net profits of leased property to be paid in interest on the principal of the leased property.

Deed confirming the mortgage executed and acknowledged on the 11th day of October, 1881, given by The Cincinnati, New Orleans and Texas Pacific Railway Company to said Trustees and extending the lien thereof to all property thereby covered or to be hereafter acquired as security for the performance of the covenants of said lease and of the first modification and extension agreement of June 7, 1902, and of this indenture and of any supplemental agreements made regarding terminal facilities or permanent betterments.

Contract to be made subject to the extension of the franchise rights of the Trustees under the laws of the States of Kentucky and Tennessee, in the accruing of which by the Lessor, the Lessee covenants and agrees to co-operate to the fullest extent, provided that if the said extension of the said franchise rights

Neither party to have any claim against the other for failure thereof; but provided further, that all payments of rent, fixed and contingent, made or to be made hereunder by the Lessee prior to the expiration of the present term of the lease shall remain the property of the Lessor and the Lessee shall have no right or make any claim to recover or receive any of said payments from said Lessor. Provided further, that the application for such extension shall be made by the Lessor at such time as will be acceptable to the Lessee, but the same shall not be later than January 1, 1952.

SECTION VIII. And the said party of the second part further covenants and agrees to pay and discharge all taxes, duties, imposts and charges whatsoever which may be levied, assessed or imposed during the term hereby granted, by any government or lawful authority whatsoever upon the premises hereby leased, or any part thereof, or upon any business or earnings, or income of the same, or by reason of the ownership thereof, it being the true intent and meaning hereof that all governmental charges upon the aforesaid property or income therefrom, which may be imposed by any governmental authority capable of enforcing such charges, through, upon or against said property, or the corporation owning or the party leasing the same, shall be assumed and satisfied by the party of the second part hereto, however the forms thereof may change during the term hereby granted.

In Witness Whereof, Levi C. Goodale, Washington T. Porter, Sanford H. Stanbery, William J. Howard and Bolton S. Armstrong, Trustees of the Cincinnati Southern Railway, authorized by resolution of said Board of Trustees of the Cincinnati Southern Railway, have on this 1st day of August, 1928, affixed their hands and seals; and the Trustees of the Sinking Fund of the City of Cincinnati, in evidence of

their approval hereof, have caused these presents to be executed by the signatures of Charles L. Harrison, President of the said Trustees of the Sinking Fund and Frank H. Shaffer, and Alfred G. Allen, Trustees, and the attestation of Charles T. Grewe, Secretary of said Trustees; and The Cincinnati, New Orleans and Texas Pacific Railway Company has, upon the day and year last above mentioned, caused this indenture to be signed and sealed by J. B. Stinson, its Vice-President, and C. E. A. McCarthy, its Secretary, as the act and deed of said, The Cincinnati, New Orleans and Texas Pacific Railway Company, and its corporate seal to be hereunto affixed by its said Secretary; the question of making such modification and extension having been submitted to a vote of the qualified electors of said City at a general election held in said City upon the 8th day of November, 1927, and a majority of all the votes cast upon the question at said election having been cast in favor thereof. Executed in triplicate upon the day and year above mentioned.

Subscribed to and sealed by me, Charles L. Harrison, President of the Cincinnati and Texas Pacific Railway Company.

Levi C. Goodale..... (Seal)
Washington T. Porter..... (Seal)
Sanford H. Stanbery..... (Seal)

Trustees of said

William J. Howard..... (Seal)
Bolton S. Armstrong..... (Seal)
Trustees of The Cincinnati Southern Railway.

Witness:
H. Q. Casner
Stanley Ferguson

Trustees of Sinking Fund

Charles L. Harrison, President,
Frank H. Shaffer,
Alfred G. Allen,
Trustees of the Sinking Fund
of the City of Cincinnati.

Letter Company

Charles T. Greve,
Secretary,
The Cincinnati, New Orleans and Texas
Pacific Railway Company.

By J. B. Munson, (Seal),
Vice President,
C. E. A. McCarthy, (Seal),
Secretary,
C. N. O. & T. P.,
(Railway Company seal)

Attest:
C. E. A. McCarthy,
Secretary.

STATE OF OHIO, HAMILTON COUNTY, SS:

Acknowledgment
of execution by
of Stanley Ferguson,
Notary Public,
Hamilton County,
Ohio.

Before me, Stanley Ferguson, a Notary Public in
and for said County and State aforesaid, personally
appeared Levi C. Goodale, Washington T. Porter,
Sanford B. Slanbery, William J. Howard and Bolton
S. Armstrong, with each of whom I am personally
acquainted and who upon oath acknowledged them-
selves to be the Trustees of the Cincinnati Southern
Railway, and as such Trustees, bargainers in the
within named instrument, and that they as such
Trustees, being authorized so to do, executed and
acknowledged the foregoing instrument for the pur-
poses therein contained by signing their seals; and
unto me such Trustees, and affixing their seals; and
also personally appeared Charles L. Harrison, presi-
dent, Frank H. Shaffer, and Alfred G. Allen, Trustees

being authorized so to do, executed the foregoing in-
strument, by their signatures thereto attested by
Charles T. Greve, Secretary of said Trustees in evi-
dence of their approval hereof.

Witness my hand and Notarial
seal of office in Cincinnati,
Hamilton County, State of
Ohio, this 1st day of August,
A. D. Nineteen hundred and
twenty-eight.
STANLEY FERGUSON,
Notary Public, Hamilton County, Ohio.

STATE OF OHIO, HAMILTON COUNTY, SS:

Before me, Stanley Ferguson, a Notary Public in
and for said State and County, personally appeared,
J. B. Munson, and C. E. A. McCarthy, with whom I
am personally acquainted, and who upon oath acknowl-
edged themselves to be respectively Vice-President
and Secretary of The Cincinnati, New Orleans and
Texas Pacific Railway Company, the within lessee, a
corporation, and that they, as such Vice-President
and such Secretary, being authorized so to do, execu-
ed the foregoing instrument, for the purposes therein
contained, the said J. B. Munson, signing the name
of the corporation thereby by himself as Vice-Presi-
dent, and the said C. E. A. McCarthy, affixing the cor-
porate seal of said Company thereby by himself as
Secretary, and attesting the same.

Acknowledgment
of Stanley Ferguson,
Notary Public,
Hamilton County,
Ohio.

Witness my hand and Notarial
seal of office in Cincinnati,
Hamilton County, State of
Ohio, this 1st day of August,
A. D. Nineteen hundred and
twenty-eight.

STANLEY FERGUSON,
Notary Public, Hamilton County, Ohio.

STATE OF OHIO, HAMILTON COUNTY, ss:

He it remembered, that I, Stanley Ferguson, a Notary Public in and for said County and State, do hereby certify that on the first day of August, A. D. 1928, personally came before me as such Notary Public at Cincinnati in the County aforesaid, Levi C. Goodale, Washington T. Porter, Sanford B. Stanbery, William J. Howard and Bolton S. Armstrong, as Trustees of the Cincinnati Southern Railway, and at the same time and place personally appeared before me, Charles L. Harrison, President, Frank H. Shaffer, and Alfred G. Allen, Trustees of the Sinking Fund of the City of Cincinnati, and also, at the same time and place, before me personally appeared The Cincinnati, New Orleans and Texas Pacific Railway Company, by J. B. Munson, its Vice-President and C. E. A. McCarthy, its Secretary, and the foregoing instrument of writing from said Trustees of said Cincinnati Southern Railway and said Trustees of said Sinking Fund to the said The Cincinnati, New Orleans and Texas Pacific Railway Company, was produced to me by the parties, and said instrument of writing was then and there acknowledged before me by said Levi C. Goodale, Washington T. Porter, Sanford B. Stanbery, William J. Howard and Bolton S. Armstrong, and by said Charles L. Harrison, Frank H. Shaffer, and Alfred G. Allen, respectively as Trustees as aforesaid, and by the said, The Cincinnati, New Orleans and Texas Pacific Railway Company by its said Vice-President and its said Secretary, to be their act and deed respectively; and they did then and there respectively declare before me that they did respectively execute and deliver the same to be their respective act and

deed and did respectively consent that the same might be recorded.

(Notarial Seal)

Witness my hand and Notarial seal of office in Cincinnati, Hamilton County, State of Ohio, this 1st day of August, A. D. Nineteen hundred and twenty-eight.

STANLEY FERGUSON,
Notary Public, Hamilton County, Ohio.

The foregoing instrument is recorded as follows:
In Ohio, Hamilton County Recorder's Office, August 2, 1928,
in Lease Book No. 200, Page 495.
In Tennessee, Hamilton County Register's Office, August 4,
1928, entered in Note Book No. 28, page 303, and recorded
in Book H, Volume 23, Page 1.