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

nine hundred and two, cineatl, Ilamilton County, State of Ohio, this seventh Witness my hand and noturint scal of office, in Cin-

[Notarial Seal.] Notary Public, Hamilton County, Ohio,

SUPPLEMENTAL AGREEMENT Blacked out date

April 23, 1898

Paner at Treaters to make at the art agree and the carrier and the carrier and the carrier at th

by said Board of Trustees, ushjeel, however, to lie of any railway therein referred to, to modify the Sinking Fund referred to in said act, with the Leases to agree, with the approval of the Trustees of the inling to cities of the first class having a population in said set; and vote of the qualified electors of any city referred to terms and conditions as shall be fixed and provided such railway for such length of time and upon such lerms and extend the time of grant in any lease of the Trustees of any railway, referred to in said act lands, passed May 4, 1869 (66 Ohio L. 80)," nuthorize exceeding one hundred and lifty thousand inhali-Williams, the General Assembly of the State of the office of the did, by an act passed

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

mentioned in said ack, enter into a supplemental agreement with said Trustees of said railway, obliannually as will equal the interest charge upon said said line of railway, to pay sald Trustees such sun galing fisclf, as and by way of additional rental for on condition that the company, Lesses of said radivay powers granted them in section two (2) of said acl of said line of railway that they would exercise the tees of such line of railway to agree with any Lessee WHEREAS, said not did further empower the Trun-

On emotition that hower rides like adjustmental in pay little and prowide fillular and prowide fillular function

CONTRACT

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

under and in pursuance of an Act of the Ceneral Assembly of the State of Ohio, passed on the 18th day of March, 1881, entitled "An Act supplementary to the covenants and agreements contained in an Indenture cinnati, and for and in consideration of the rents, the Trustees of the Sinking Fund of the City of Cin-Cincinnati Southern Railway, with the approval of habitants, passed May 4, 1869," the Trusless of the lation exceeding one hundred and fifty thousand in-Act relating to cities of the first class, having a popugrant, demise and lease unto said Company for the and Texas Pacific Bullway Company, did thereby made between the said Trustees of the Cincinnati cinnati Southern Railway, extending from its term-Southern Railway and The Cincinnati, New Orleans State of Tennessee, together with all the works conber, A. D. 1881, the line of railway known as the Cinterm of twenty-five years, from the 12th day of Octoveniences and appendages of said railway, and; inus in Challenooga, in the County of Hamilton, in the inus in Cincinnati, Hamilton County, Ohio to its term-WHEREAS, on the 11th day of October, A. D. 1881.

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

Rectlet of Original trace made Octo-ber 11, 1801.

Termi of twentys thre reall from Co-tables 13th, 1881.

October, A. D. 1966, he extended for a term of sixty

years and eighty days, so that it will continue in effect

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

approval of the Trustees of the Sinking Fund of said of said City at a general election held in said City on City and the favorable vote of the qualified, electors and the deferred restal, under the original lease, tosand (\$1,100,000,00) Dollars, for the second twenty years and One Million, Two Handred Thousand able in quarterly installments, for the remainded of Million, Fifty Thousand (\$1,050,000.00) Dollars, pay, July 12, 1902, the annual rept payable was to be One the original lease was so modified that beginning with expire on October 12, 1966. The rental payable under period of sixty years from its expiration so as to fied as to the restal and extended as to the term for a November 5, 1901, the said lease aforesaid was modistallments, with three (3) per cent, interest on the wit: Two Rundred Thousand (\$250,000.00) Dollars (\$1,200,000.00) Dollars for the third twenty years, the extended term, One Million, One Hundred Thou-(\$1,050,000.00) Dollars, for the first kwenty years of 00) Dollars, which is the rent paid at this dute, and to One Million, One Hundred Thousand (\$1,100,000. pletely paid and satisfied in October, 1923, and on (\$40,000.00) Dollars per annum, in quarter-yearly inper annum, the original term, One Million October 12, 1926, the fixed annual rental advanced deferred payments. This deferred rental was comwas made payable Forty Thousand Fifty Thousand

Ruilway, now limited to expire on the 12th day of Southern Italiway, its specific proposal as follows, vix.: "That the lease of the Olinchmati Southern aforesaid of the Cincinnall Southern Railway, sub-Orleans and Texas Pacific Railway Company, lesses mitted to the Board of Trustees of the Cincinnati WHEREAS. on July 1, 1927. The Cincinnati, New

a progressively increasing contingent share of profits aforesaid, a progressively increasing fixed rental, plus extension, to pay to the Trustees of the Reilway, lesson then and thereafter spreed in consideration of such as follows, viz... for nincty-nine years from January first, 1928," and

First: For a period from January 1, 1928, to De- had and con-

cember 31, 1946;

the expenses of the Trustees' organization, as pro-Hundred Fifty Thousand (\$1,260,000.00) Dollars, plus (a) A fixed unnual rental of One Million, Two

ments and betterments, as provided in the present City bonds heretofore issued for terminal improvevided in the present lease. (b) Interest and sinking fund payments on the

lease, and as agreed to from time to time. from the operation of the leased property during such (2) per cont of the net profits derived by the lessee (c) A contingent annual rental equivalent to two

period. Second: For a period from January 1, 1947, to

December 31, 1966: plus the expenses of the Trustees' organization as Hundred Fifty Thousand (\$1,350,000.00) Dallars (a) A fixed annual rental of One Million, Three

(b) Interest and sinking fund payments on the City Bonds heretofore issued for terminal improvein the present lease and as agreed to from time to time. shall remain unvedeemed, i. s., until 1965, as provided ments and betterments, so long as any such bonds nforesaid, (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, 1986:

Hundred Fifty Thousand (\$1,460,000.00) Dollars, A fixed annual rental of One Million, Four

eember 31, 2026; , expenses of the Trustees' organization as aforesaid. expenses of the Trustees' organization, as aforesaid. rate increased to four (4) per cent. tate increased to six (6) per cent Hundred Thelisand (\$1,700,000.0h) Dollars, plus the rute increased to five (5) per cent. Hundred Thousand (\$1,600,000.00) Dollars, plus the December 31, 2006: plus the expenses of the Trusthes' organization, as Fifth: For a period from Jantany 1, 2007, to De Fourth: For a period from January 1, 1987, to (b) A like contingent annual rental, but with the (a) A fixed annual residut of One Million, Seven (b) A like contingent annual rental, but with the (b) A like contingent annual rental, but with the A fixed arimust rental of One Million, Six

\$13,200,000.0 of seventy-acken miles, at a coat estimated to be road between Williamstown and Danville, a distance seed, on its old investment, to double track the wiltended team, tenure of the leased property for the proposed extension further stated that "Upon the assurance of The lessee as part of the application for said ex-The lessed is prepaled at once to pro-

Enterpretation and neutralisment of "Met Profits."

tract; and (brther stipulated that this provision for operating indinagement or administration of the leased contingent rental shall not be interpreted as giving year under the terms of the proposed new lease conthe accounting, regulations of the Interstitle Comas used therein should lie interpreted as the difference the lessor of his representatives any futiliter voice in interest and Sinking Fund accruals) due in such morce Complission) and the fixed rental (including between the "net railway operating in ome leased property in any one year (ascertained The proposition provided that the term "net profits" ç poder. Ŧ

> property beyond that heretofore excreised under the terms of the existing tense.

extension sought shall be subject to the received of est extent the leaser agrees to co-operate with lessor to the full the Iranchise rights of the leason in the States of Kentucky and Tenneszee, in the securing of which It was further provided that the mulification and

each for liself, its successors and assigns, as follows: under the authority of the Act of the General Assembly ing Fund of said City, pursuant to the provisions and pany, with the approval of the Trustees of the Sinkparty of the second part, hereinafter called the Compart, herein called the Trustees, and The Cincinnot, of the Cincinnati Southern Raliway, party of the first is mulually covenanted and agreed by said parties, of Ohio, of Apil 23, 1898, aforeaid, Wilmerseth, and it New Orleans and Texas Pacific Railway Company Now this Indenture made between the said Trustees Indensions.

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

shorthan subject to represent of

Parties mutually coversmited and agreed,

cluding Derember \$1, 7076. rental and exten-

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1937

the Treasury of the City of Cincinnati, Ohiq, and in lawful money the paid in trishipp to and including December 31, their modificational extended lease of June 7, 1902, to same are fixed and determined as follows, to-wit: of attice 7, 1302] shall be modified, fixed and detercoming the unifer the terms of the extended lease ugrees for itself its successors and assigns to p herein, the part mined as provided in this indesture, which modified 1927. The rentiff subsequent to Defember 31, 1927, the party of the first part, its successors and as rental and the thether rentals provided and SECTION II. Rental according to the terms of the of the United States of America of the second pait coverants CITATE OF THE 5 1

the state of the state of the set the set profits of the set profits prefrigent rental to December 1

Hensel subsequent to becomber 31, 1921, flacil and de-terminal an int-

terly installments on April 1, 1928, for the prior quarrived by the lessee from the operation of the lensed and in addition thereto a contingent armeal renta ter, and thereafter on the first days of July October, tion, as provided in the present bure, payable in quarlion, Two Hundred Fifty Thousand (\$1.240,000.00) Bollars, plus the expenses of the Flustees organiza-December 31, 1966, a fixed annual us hereinafter set forth. property during such period, ascertained and payable equivalent to two (2) per cent, of the net profits de-January and April in each year during said period First. For the e period from January 1, 1928, to rental of One Mil-

nual rental equipolent to three (3), per eent, of the said quarterly due dates of each and every year during as aforesaid, payable in quarterly installments on the Dollars, plus the expenses of Trustees' organization, and payable as hereinafter set forth net profite Leived by the leases from the operation of said period, and in addition thereto a contingent anthe lens a property during such period, ascertained tion, Three Hundred Fifty Thousand (\$1,350,000.00) December 31, 1966, a fixed annual rental of One Mil-Second. For the period from Junuary 1, 1947, to

of the net

December 31, 1936, a fixed annual rental of One Miltained and payable as hereinafter set forth. tion of the leased property during such period, ascerof the net profits derived by the lessee from the operathe said quarterly due dates of each and every year lion, Four Hundred Fifty Thousand (\$1,460,000,00) tingent annual rental equivalent to four (4) per cent during said period, and in addition thereto a conas aforesaid, payable in quarterly installments on Dollars, plus the expenses of Trislees' organization, Third. For the period from January 1, 1967, to

said period, and in addition thereto, a contingent anleased property during such period, ascertained and mual rental equivalent to five (5) per cent, of the net said quarterly due dates of each and every year during aforesaid, payable in quarterly installments on the lars, plus the expenses of Trustees' organization, as Millian, Six Hundred Thousand (\$1,600,000.00) Dolprofits derived by the lossen from the operation of the December 31, 2006, a fixed annual rental of One Fourth. For the period from January 1, 1987, to

Hion, Seven Hundred Thousand (\$1,700,000.00) Dollary leaves from January laws and the seven Hundred Thousand (\$1,700,000.00) Dollary leaves of Trustees' organization, as tearness of Trustees, plus the expenses of Trustees' organization, as tearness of Trustees in the expense of the second from the sec payable as hereinafter set forth. of the leased property during such period, ascertained net profits derived by the lessee from the operation and payable as hereinafter set forth. annual rental equivalent to six (6) per cent. of the

hereinafter provided, shall be payable annually on July 1, of the year succeeding the year in which it has been earned The contingent result, ascertained in the manner conducent result for the contingent result, ascertained in the manner conducent result are installed to the psychological annually on the year waterest-that a fit he year succeeding the year in which it seeks to sent the sent to the year in which it seeks to sent to the year.

Pregn. Janua.

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and tentol of the state of the 1561 to December

Ciligation to make between and state that the city with the city merets where the city

shall continue pursuant to said lease and contracts. Fand payments upon the City Bonds heretofare isluc wided in the present lease and supplemental cont for terminal improvements and betterments as pr The obligation to make the interest and Sin

tions, and agreements therein contained, and in the terms executed and completed, are to remain in ful ment of date Jime 7, 1902, not heretofore; by their contract of the first modification and extension agreeall lerms, conditions, covenants, stipulations, zion of the original lease of 1881, and that as such extension is and is so trented and considered by the parties hereto, as the second modification and extenapproving all offer supplementary and autholomenta will not evade or violate any of the same; both parties successors and assigns that it will observe, keep and agreements andiliceds, heretofore made between them, and agrees with the said party of the first part, its modified or amended by this indenture, and all such furee and effect during the remainder of the term of hereto, moreover, hereby rutifying, confirming and tion and extension thereof and of this Indenture, and ments of said original lease, and of said first modifica perform all the covenants, stipulations, and agreerewritten herein, and the party of the second part firmed by the parties hereto as though restated and terms and conditions are hereby affirmed and thereof hereby granted, except so far as the same are thereof and during the modification and jextension the said first modification and extension granted for itself, its successors and assigns, hereby covenants SECTION III. That this contract of modification as -#3ilda con-

of Railway and its own cost and expense, to constitut upon the life execution of the agreement of modification and of Railway and upon the right of way now dwich or hereafter acquired by or for the Trustees of the lension, and in consideration thereof, to or by either of them to the other. SECTION IV. The Lessee Company agrees, upon the proceed -2

> Rallyay, a second main or double track from iamstown, Kentucky, to Danville, Kentucky.

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

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

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

Method of deter-mination of "Met fights," Lesser to have no further side in manage, side in manage, near than hereto-near than hereto-der paraguit lesse.

Dred could/mink
And extending the
mortgage second;
October 11, 1991
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1, 1992, to be exnareconcit of Just

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ifmuchise thicks of the Trusteen in the Beliefe of Kenstucky In the securing of which beser agrees Contaket is

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VALUE AND LES 4

monday furt rights of the any ciaim agranst the or the Leason and the Leaser shall have no ri Lessure parion to and coulingers, made or to be made hereu is not seemed, beither the same shall not be later than January 1, at such time is will be acceptable to the tion for such extension shall be made by from said Lesgor, Provided further, that the applicaany claim to recoup or recover any of sa frations shall remain the the expiration of the prese er, that all payments of tessor no ier for failure 1der 27.12 1962. Lesse, but the Lessor d payments ht or make Linking BAB | BAE 50 313.6

all taxes, assessments, duties, imposts and charges charge, as often as they shall become due, any and ever the forms thereof may change during the term whatsouver which may be levied, assessed or imposed hereby granted, satisfied by the able of enforcing such charges, through, upon or may be imposed by any governmental authority capof the ownership thereof, it being the tru part further dovenists and agrees to p the party leading the same, shall be absumed and against said groperty, or the corporation owning or the uturesaid ness or earnings, or income of the same, dr by reason meaning hereof that all governmental charges upon hereby leased, or any part thereof, or apparany busi or lawful authority whatsoever upon tile premises during the term hereby granted, by any government SECTION VIEL And the said party of property or income therefrom, which party of the second part hereto, howintent and y sud disthe second

Tentalism Clause. T. Porter, Sanford B. Stanbery, William J. Howard way, have oughth's lat day of August, 1928, affixed and Bolton S. Armstrong, Trustees of the Cincinnati Bourd of Trustees of the Cincinnati Southern Ruit-Southern Railyay, authorized by resolution of said their hunds and seals; a ing Fund of the City of In Witness Whereof, Levi C. Goodale, Washington Cincinnati, in id the Trustees the Sakž

> he executed by the signatures of Charles L. Harritheir approval hereof, have enused these presents to Orleans and Texas Pacific Relivery Company has, upon Secretary of said Trustees; and The Cincinnati, New son, President of the said Trustees of the and its corporate seal to be hereunto affixed by its sold New Orleans and Texas Pacific Railway Company tury, as the act and deed of said, The Cincinnati its Vice-President, and C. E. A. McCarthy, its Secrethe day and year last above mentioned, caused this Trustees, and the attestation of Charles T. Greve Fund and Frank H. Shaffer, and Alfred G. Allen. fulrature to be signed and senied by J. B. Marson Sinking

at said election having been cast in favor thereof. Executed in tripliente upon the day and year above

and a majority of all the votes cast upon the question held in suid City upon the 8th day of November, 1927 and extension having been submitted to a vote of the

qualified electors of said City at a general election Secretary; the question of making such modification

dubmitted to volt at Electors of Cancional and Carries,

mentioned

Trustees of The Cincinnati Southern Railway.Sanford B. StanberyLevi C. Goodals...... Bollon S. Armstrong..... ...William I. Howard......(Seal.) .. (Seal.) (Seal.) (Seal.) (Sent.) Trustees of fall-

Wilness:

Stantoy Forguson H. Q. Gasner

189

Tausices of Blok-

Alfred G. Allen, Frank H. Shaffer, Charles L. Harrison, President.

Trusters of the Sinking Fund

of the City of Cincinnete.

Charles T. Greve, Secretaji.

Allest:

Leaser Conspiny.

e Cincinnati, New Orleans and Texas Pasific Railway Company,

By J. B. Munison Fice President. (Seal.)

E. A. Coarth

(Railway Company seal zretapy.

C. N. O. & T. P.

C. E. A. McCarthy, Secretary.

STATE OF OHIGH HAMILTON COUNTY, 85:

Trustees, being nuthorized so to du, executed and acknowledged the foregoing instrument for the purwithin named instrument, and that they as such Railway, and as such Trustees, bargainors in the Sanford B. Slunbery, William J. Howard and Bulton and for said County and State aforesaid, personally appeared Levi C. Goodale, Washington T. Porter, dent, Frankfill. Shuffer, and Alfred G. Allen, Trusteen also personally appeared Charles L. Harrison, Presiunto no such Trustees, and affixing their seals; and poses therein contained by signing their names thereselves to be the Trustees of the Cincinnati Southern acquainted and who upon oath acknowledged them-S. Armstrong, with each of whom I am personally Before me Stanley Perguson, a Notaly Public in

> strument, by their elementers thereto uttested by being authorized so to do, executed the foregoing in

Charles T. Greve, Secretary of said Trustees in evi-

dence of their approval hereof. Witness my hand and Nolaria

(Notarial Scal)

A. D. Nineleen handred and Ohio, this 1st day of August Hamilton County, State of seal of office in Clistinuati

STANLEY PRIIGUEON, twenty-eight.

Notary Public, Hamilton County, Ohio

STATE OF OHIO, HAMILTON COUNTY, 58:

and Secretary of The Cincinnati, New Orleans and Secretary, and attesting the same. dent, and the said C. E. A. McCarthy, affixing the corof the corporation thereto by himself as Vice-Presicontained, the said J. B. Munson, signing the name and such Secretary, being authorized so to do, executcorply atton, and that they, as such Vice-Presiden Texts Pacific Railway Company, the within lessee, a J. B. Munson, and C. E. A. McCarthy, with whom and for said State and County, personally appeared porate seal of said Company thereto by himself as ed the foregoing instrument, for the purposes therein edged themselves to be respectively. Vice-President am personally acquainted, and who upon oath acknowl Before me, Stanley Ferguson, a Nolary Public in Actnowledgment by User Com-

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

STANLEY FERGUSON,

Notary Public, Banikon County, Ohio

Apprepriet of Bink-ling Purist Trunkter.

(Notarial Seal)

State of Ohio, Hamilton County, 85:

. He it remembered, that I, Stanley Ferguson, a me, Charles L. Harrison, President, Frank H. Shaffer hereby certify that on the first day of August, A. D. Nothery Public In and for said County and State, do writing from said Trustees of said Cincinnati Southand Alfred G. Allen, Trustees of the Sinking Fund of William J. Howard and Bolton S. Armstrong, as Trustees of the Cheinnani Southern Rallway, and at Goodale, Washington T. Porter, Sanford B. Stanbery. ern Railway and anid Trustees of said Sinking Fund place, before me personally appeared The Cincinnati the same time and place personally appeared before Public at Cincinnati, in the County aforesaid, Levi C. and deliver the same to be their respective spectively; suil they did then and there fespicitively and its said Secretary, the be their act and d Allen, respectively as Trustees as aforesaid, and by Charles L. Hafrison, Frank H. Shaffer, and Alfred G. liam J. Howard and Bolton S. Armstrong, and by said nle, Washingtoh T. Portes, Sanford B. Stanbery, Wilthere acknowledged before me by said Leyl C. Goodparties, and said instrument of writing was then and to the said The Cincianali, New Orleans and Texas Curthy, ils Secretary, and the foregoing instrument of New Orleans and Texas Pacific Hailway Company, by J. B. Munson, its Vice-President and C. E. A. Mcthe City of Cincinnati, and also, at the same time and 1926, personally came before me as such Molory declare before me that they did respectively Pacific Railway Compan the said. The Cincinnati, New Arleans and Texas Pacific Hallway Company, was produced to me by the by its said Vide-President det fand ann Jaxa Ž

> be recorded. deed and did respectively consent that the same might Witness my hand and Notarial

(Notarial Seal) twenty-eight. Ohio, this lat day of August Hamilton County, State of A. D. Nineteen hundred and seal of office to Cincinnati

Nutary Public, Hamilton County, Okio. STANLEY FERGUSON,

in Tennessee, Hamilton County Register's Office, August 4, 1928, antered in Note Book No. 28, page 303, and retorded in Book H, Volume 23, Page 1.

In Ohio, Hamilton County Recorder's Office, August 2, 1928, in Leave Book No. 200, Page 498. The foregoing instrument is recorded so follows:

E93