RECORDATION NO. _____ Filed & Recorded

JAN 12 197[illegible] [illegible] PM

INTERSTATE COMMERCE COMMISSION

Original document filed
John Lee N.A. Co. for Dep.
Fed Bank.

[illegible] thousand dollars ([illegible]) [illegible] in the amount of [illegible] dollars ([illegible]) having never been certified or issued; and out of the said principal amount [illegible] dollars ([illegible]) of said [illegible] the principal amount of ninety thousand dollars ([illegible]) [illegible] been transferred into the treasury of the Railroad Company, so that only the principal amount of [illegible] ([illegible]) are owned and held by any [illegible], and the said principal amount [illegible] by the [illegible] as Trustee of the Trust of [illegible], and

[illegible], the [illegible] National Bank of [illegible], [illegible], [illegible] of the [illegible] [illegible] of [illegible] of July 1, [illegible], and [illegible]; and

[illegible], [illegible] Company, [illegible]

[illegible] due on the first day of July, [illegible]; and

[illegible] said bonds have been extended so as to mature and become due on the first day of July, [illegible]; and

[illegible], the Railroad Company desires the owners of the [illegible]

[illegible] in accordance with the [illegible], and [illegible] the consent and authority of [illegible] of the United States in [illegible] obtained;

[illegible], in consideration of the premises and of the [illegible] ([illegible]) [illegible] to the other in hand paid before the execution and delivery of this agreement, the [illegible] is [illegible] by [illegible], it is mutually and [illegible] by and between the parties [illegible]:

[illegible]: If on or prior to September 1, [illegible], the consent and authority of the Interstate Commerce Commission shall [illegible] and all outstanding bonds [illegible] to the Railroad [illegible], [illegible] United States [illegible], Colorado, [illegible] [illegible] of the [illegible] [illegible] the following form:

[illegible]

[illegible]

[illegible]

By agreement dated the [illegible] day of [illegible], [illegible],

[illegible]

[illegible]

[illegible]

[illegible], ______________, ____, [illegible]

[illegible]

By ______________________________
President

Attest:

____
Secretary

Said agreement [illegible] be signed by the President of said [illegible] Company, [illegible] by the [illegible] of the said Railroad Company.

[illegible] or attached to said [illegible] forty (40) coupons, each [illegible] signature of the Treasurer and shall be in substantially the following form:

([illegible])

No. _____ $[illegible]

[illegible] 19[illegible], The San Luis [illegible] thirty dollars [illegible] at the Power [illegible] Bank, [illegible], Colorado, or at the [illegible] New York, at [illegible] then [illegible] Gold Bond No. _____; [illegible] the previous redemption of said Bond.

_____
Treasurer

In the event said current and authority of the Interstate Commerce Commission shall not have been obtained or all [illegible] shall not have been [illegible], on or prior to [illegible] 1, 19[illegible], this [illegible] shall become null and void.

[illegible]: The Railroad Company hereby appoints the Bank its [illegible] and [illegible] for the purpose of [illegible] the [illegible] to said bonds the Certificates of Extension as aforesaid of the Railroad Company for the extension of time of payment of the principal amount thereof, and the coupon sheets relative thereto, and the Railroad Company hereby agrees to furnish to the Bank [illegible] Certificates of Extension and coupon sheets as afore-

[illegible], for the purpose of being attached to the aforesaid bonds.

Third: The Railroad Company covenants and agrees with each and every person and firm the holder of any of the aforesaid bonds [illegible] extended [illegible], the Railroad Company, will pay to such holder the principal sum of said bonds on or before the first day of July, [illegible], and that it will pay interest thereon from and after the first day of July, [illegible], until said bonds shall be fully paid, at the rate of six per cent (6%) per annum, payable semi-annually, on the first days of January and July in each year, according to the tenor of the said coupons to be attached to said bonds, both principal and interest being payable at the banking house of The Denver United States National Bank in the City and County of Denver, Colorado, or The Chase National Bank in the City of New York, New York, in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public or private debts, without deduction for any taxes, assessments or other governmental charges which may be required to be paid [illegible] [illegible], or of any State, County, Municipality or other [illegible],

Fourth: The Railroad Company shall have the right, at its election, on any interest day prior to maturity, to call in and redeem all or any of the bonds so extended as aforesaid, at the price of one thousand [illegible] dollars ([illegible]) and accrued interest to the date of such redemption on each one thousand

collar bond, in the manner and upon the terms and conditions set forth in Article IV of said First Mortgage or Deed of Trust of the [illegible] Company dated July 1, [illegible], to which reference is [illegible] for greater particularity as to the procedure incident to effecting the redemption of any such bonds.

[illegible]: In case default shall be made in the payment of any interest on any of the said extended bonds when and as the same may become due, and such default shall continue for a period of ninety (90) days, or in case default shall be made in the [illegible] of the principal of said extended bonds, or in case default shall be made in the performance of any of the covenants and agreements in the said extended bonds or the First Mortgage or Deed of Trust securing the same, or herein contained, and if such last mentioned default shall continue for a period of ninety (90) days after written notice [illegible] to the Railroad Company by the Trustee or the holders of said bonds, in the manner and [illegible] of the said First Mortgage or Deed of Trust, [illegible] principal [illegible],

and the Trustee of said First Mortgage or Deed of Trust securing said bonds, and the holders of said bonds, shall be entitled to the same and each and all of the rights and remedies as in said bonds or First Mortgage or Deed of Trust securing the same provided, including proceedings to enforce such security

[illegible] of [illegible] forth in the said bonds and the First Mortgage or Deed of Trust securing the same.

Sixth: [illegible] Mortgage or Deed of Trust securing the said bonds so to be expressed as aforesaid shall continue and remain a lien securing the payment of the principal and interest of all said bonds, and the lien and priority of said First Mortgage or Deed of Trust as secured by the said bonds, and all the conditions and provisions thereof, and all the rights and powers of the Trustee [illegible], and of any holder or holders of the bonds under the same in case of any default by the Railroad Company in the payment of the principal or interest of said bonds, or in any other case, shall continue and remain [illegible], [illegible], and in [illegible], or the Certificate of Extension [illegible] in any [illegible], [illegible] of [illegible] of the said bonds, [illegible] shall [illegible] and void and of no force and effect.

Seventh: The Railroad Company covenants and agrees that the said outstanding bonds constitute, and will as extended constitute valid, legal and binding negotiable obligations for the payment of which the Railroad Company is liable, and that

the mortgage and deed of trust securing the same constitutes and will [illegible] extension of said bonds constitute a valid, [illegible] lien as by said First Mortgage or Deed of Trust provided.

Eighth: The Railroad Company expressly relieves the holders of the [illegible] bonds from any and all obligations or requirements for the presentation of said bonds to and demand for the payment of the principal and/or interest thereof as the case may be, and expressly waives any and all notices of such demands, and any and all notices of any failure to make payment of the principal and/or interest of said bonds, and waives any and all demands, protests and notices of demand and [illegible] whatever relative thereto.

Ninth: The Bank agrees to act as the agent of the Railroad Company for the purpose of receiving the bonds for the extension [illegible] there may be attached thereto the extension/agreement [illegible] coupons as [illegible], and to act for the Railroad Company [illegible] such extension, and with [illegible].

Tenth: All [illegible] in this agreement shall be conclusively deemed to be the statements of the Railroad Company only, and not of the Bank or of the bondholders.

Eleventh: The holders of said First Mortgage Six Per Cent Gold Bonds of The [illegible] Lake Central Railroad Company may become parties to this agreement by depositing their bonds with said Bank for the purpose of having annexed thereto the Certificate

[illegible] shall have the same force and effect as if such lessee had in fact [illegible]

[illegible]

[illegible] Gulf Coast Railroad [illegible] and in the [illegible] and said to be [illegible] and said the lessee [illegible] Railroad Company and said that the agreement to be [illegible] Duke Wise Realties [illegible] Gulf Coast; and said representations were fraudulently signed [illegible] the manner as [illegible] and [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Parties of the Third Part

STATE OF COLORADO }
CITY AND COUNTY OF DENVER } ss

I, [illegible], a Notary Public in and for said City and County, in the State aforesaid, do hereby certify that [illegible] and [illegible], the [illegible] officers of the [illegible] Company, and who are personally known to me to be such officers respectively, appeared before me this day in person and severally acknowledged: That the seal affixed to the foregoing instrument is the corporate seal of said corporation; that the seal so affixed by the authority of said corporation; that it is the act and deed of said corporation; that the seal so affixed by the authority

[illegible] that the said [illegible] corporation, and the said [illegible]; that by the authority of said corporation they respectively subscribed their names [illegible], and that they signed, [illegible] of writing as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

[illegible] notarial seal this 25th day of July, [illegible].

My commission expires July 11, 1967.

[illegible]

[illegible]

[illegible]

[illegible]

[illegible] certify that Arch L. [illegible], Jr. and James A. Forrester, who are personally known to me to be the same persons whose names [illegible] as having [illegible] Vice President and [illegible] of The Bearer [illegible]

[illegible], [illegible] to me to be such officers [illegible], [illegible] this day in person and severally [illegible]: that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that the same was thereto affixed by the authority of said corporation; that said instrument was by like authority subscribed with the corporate name; that the said Arthur L. Metzner, Jr. is the Sr. Vice President and Trust Officer of said Corporation, and the said James A. [illegible] is the Trust Officer thereof; that by the authority of said corporation they respectively subscribed their names thereto as Sr. Vice President and Trust Officer and Trust Officer, and that they signed, sealed and delivered the said instrument as writing on their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, [illegible] set forth.

Given [illegible] and notarial seal this 28th day of July, [illegible].

[illegible] 9-24-63

[illegible]

STATE OF COLORADO)
) SS
CITY AND COUNTY OF [illegible])

I, Elsie M. Miller, a Notary Public in and for said City and County, in the State aforesaid, do hereby certify that [illegible] P. [illegible] and Lee C. Ashley, who are personally known to me to be the same persons whose names are subscribed to the annexed instrument in writing as having executed the same respectively as Sr. Vice President and Executive Trust Officer and Cashier of the First National Bank, a corporation, and who are known to me to be such officers respectively, appeared before me this day in person and severally acknowledged: That the seal affixed to the foregoing instrument is the corporate seal of said corporation; that the same was thereunto affixed by the authority of said corporation; that said instrument was [illegible] and [illegible] such its corporate [illegible]; [illegible] P. [illegible] is the Sr. Vice President [illegible] of said Corporation, and the said Lee C. Ashley [illegible]; [illegible] the authority of said corporation [illegible] Sr. Vice President [illegible] and [illegible], and that [illegible] said instrument of [illegible] and voluntary act and [illegible] corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25th day of July, 1953.

My commission expires _____.

(SEAL)

Elsie M. Miller
Notary Public