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RECORDATION NO. 13615 Filed 1425

BURLINGTON NORTHERN

No.

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RECORDATION NO. Filed 1425

Date

Fee \$ 5.00

1982 - 2 CC PM

INTERSTATE COMMERCE COMMISSION

176 East Fifth Street
St. Paul, Minnesota 55101
Telephone (612) 298-2121

LAW DEPARTMENT

13615/B

Washington, D. C.

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. Filed 1425

April 1, 1982 APR 2 1982 - 2 CC PM

RECORDATION NO. Filed 1425

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INTERSTATE COMMERCE COMMISSION

612 298-2876

206-625-6569
Barber

Office of Secretary INTERSTATE COMMERCE COMMISSION
Interstate Commerce Commission
Washington, D. C. 20423

RECORDATION NO. Filed 1425

APR 2 1982 - 2 CC PM

Re: General Mortgage dated May 1, 1930, The Colorado And Southern Railway Company, The First National Bank of the City of New York, Trustee.

Supplemental Indenture dated May 1, 1943 to General Mortgage dated May 1, 1930, The Colorado And Southern Railway Company, The First National Bank of The City of New York, Trustee.

Supplemental Indenture dated April 1, 1952 to General Mortgage dated May 1, 1930, The Colorado And Southern Railway Company, The First National Bank of The City of New York, Trustee.

Supplemental Indenture dated May 1, 1952 to General Mortgage dated May 1, 1930, The Colorado And Southern Railway Company, The First National Bank of The City of New York, Trustee.

Supplemental Indenture dated May 1, 1980 to General Mortgage dated May 1, 1930, The Colorado And Southern Railway Company, Citibank, N.A., Trustee.

Supplemental Indenture dated December 31, 1981 to General Mortgage dated May 1, 1930, Burlington Northern Railroad Company (successor in interest and title to by merger to The Colorado And Southern Railway Company), Citibank, N.A., Trustee.

Gentlemen:

There is submitted herewith for filing with the Commission pursuant to 49 USC 11303 and 49 CFR 1116, Ex Parte 382 (Sub-No.1). Revision of Rules for the Recordation of Documents*** (49 CFR 1116), decided October 23, 1981, served November 6, 1981 365 ICC 353, three (3) conformed copies of the General Mortgage dated May 1, 1930, of The Colorado And Southern Railway Company together with

*Counterpart of ab origin
S. P. Barber
Emergency for 2nd copy*

APR 2 1982

Office of the Secretary
Interstate Commerce Commission
Washington D.C. 20423
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three (3) conformed copies of the Supplemental Indentures to said Mortgage dated May 1, 1943, April 1, 1952, May 1, 1952, May 1, 1980 and December 31, 1981 respectively.

The Supplemental Indentures are being submitted for recording with the Primary Mortgage document, accordingly, enclosed is a check made payable to the order of the Commission for \$50.00 in payment of the entire recordation fee.

Names and addresses of the parties to said Mortgage as supplemented are as follows:

Original Trustee: The First National Bank of the City of New York, New York, New York.

Successor Trustee: Citibank, N.A., Attention Corporate Trust Office, 5 Hanover Square, New York, New York 10043.

Original Mortgagor: The Colorado And Southern Railway Company, Colorado.

Successor Mortgagor: Burlington Northern Railroad Company, 176 East Fifth Street, St. Paul, Minnesota 55101.

General Description of the General Mortgage of The Colorado And Southern Railway Company dated May 1, 1930, as supplemented:

The General Mortgage, is a general lien on the railway system of The Colorado and Southern Railway Company, secured by General Mortgage 4-1/2% Gold Bonds, Series A.

The Supplemental Indenture dated May 1, 1943, modified, amends and adjusts the interest rates and maturities of the General Mortgage 4-1/2% Gold Bonds, Series A.

The Supplemental Indenture dated April 1, 1952 modifies and amends the redemption provisions relating to the General Mortgage 4-1/2% Gold Bonds, Series A.

The Supplemental Indenture dated May 1, 1952 sustitutes certain collateral being held as security for the General Mortgage 4-1/2% Gold Bonds, Series A.

The Supplemental Indenture dated May 1, 1980 extends the maturity of the General Mortgage 4-1/2% Gold Bonds, Series A.

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The Supplemental Indenture dated as of December 31, 1981 provides for the Assumption of Obligations by Reason of the Merger of The Colorado And Southern Railway Company with Burlington Northern Railroad Company.

Please return to the individual presenting these documents for recordation, Mrs. Carolyn H. Kunkel, the duplicate counterpart originals of same, stamped and bearing the recording notation and number of the Commission.

Very truly yours,

ROBERT L. BARTHOLIC
Vice President - Law
Glacier Park Company - Seattle

Acting Assistant General Counsel
Burlington Northern Railroad Company - St. Paul

By: *Lucille M. Cairl*
Lucille M. Cairl, Administrative assistant
and Secretary to Mr. Bartholic - St. Paul

Enclosures

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INTERSTATE COMMERCE COMMISSION

**THE COLORADO AND SOUTHERN RAILWAY
COMPANY**

and

**THE FIRST NATIONAL BANK OF THE CITY OF
NEW YORK
As Trustee**

Supplemental Indenture

Dated May 1, 1952.

Supplemental to General Mortgage Dated May 1, 1930.

**Relating to The Colorado and Southern Railway Company
General Mortgage 4½% Gold Bonds, Series A,
Due May 1, 1980.**

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Railway Company and the Trustee executed a further Supplemental Indenture, dated April 1, 1952, for the purpose of clarifying and making more specific the right to redeem all of the Railway Company's General Mortgage Bonds, Series A other than those owned by Fort Worth and Denver Railway Company; and

WHEREAS, in connection with a proposed simplification of the corporate structure of the Railway Company and its subsidiaries and the proposed issuance and sale by Fort Worth and Denver Railway Company of \$17,000,000 principal amount of its First Mortgage $4\frac{3}{8}\%$ Bonds, Series of 1982 (hereinafter called the "Fort Worth and Denver Series of 1982 Bonds"), the Railway Company desires that the Trustee release to the Railway Company all of its right, title and interest in and to certain stocks, bonds and other obligations owned by the Railway Company and further desires to amend the General Mortgage dated May 1, 1930, as supplemented by the Supplemental Indentures dated May 1, 1943 and April 1, 1952 (the General Mortgage as so supplemented being hereinafter called the "General Mortgage") in certain other respects all as hereinafter set forth; and

WHEREAS, sufficient monies have been deposited irrevocably in trust for the payment of the principal amount of and all accrued interest to November 1, 1952, on all of the General Mortgage Bonds, Series A, other than those owned by Fort Worth and Denver Railway Company, and irrevocable instructions have been given for the calling for redemption on that date of all publicly held General Mortgage Bonds, Series A; and

WHEREAS, Fort Worth and Denver Railway Company has consented to the execution and delivery of this Supplemental Indenture.

Now, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH:

That in order to effect and evidence the release by the Trustee of all its right, title and interest in and to certain stocks, bonds and other obligations owned by the Railway Company and to amend the General Mortgage in the respects hereinafter specified, in consideration of the premises and of the sum of TEN DOLLARS (\$10.00) lawful money

Supplemental Indenture, dated the first day of May, 1952, between THE COLORADO AND SOUTHERN RAILWAY COMPANY (hereinafter called the "Railway Company"), a corporation created and existing under the laws of the State of Colorado, party of the first part, and THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK (hereinafter called the "Trustee"), a corporation created and existing under the laws of the United States of America, party of the second part.

WHEREAS, the Railway Company heretofore executed and delivered to the party of the second part, as Trustee, its General Mortgage, dated May 1, 1930, to secure the payment of the principal of, and interest on, an issue of bonds of the Railway Company known as its General Mortgage Bonds; and

WHEREAS, there have been authenticated, delivered and issued under the General Mortgage \$24,918,000 principal amount of said General Mortgage Bonds, all of which are designated as "General Mortgage 4½% Gold Bonds, Series A" (hereinafter referred to as General Mortgage Bonds, Series A), of which \$4,918,000 principal amount have been reacquired by the Railway Company and cancelled, \$14,028,500 principal amount are owned by Fort Worth and Denver Railway Company and are to be pledged under its First Mortgage dated May 1, 1952, and \$5,971,500 principal amount are outstanding in the hands of the public; and

WHEREAS, the Railway Company and the Trustee executed a Supplemental Indenture, dated May 1, 1943, for the purpose of evidencing the modifications in the terms of the General Mortgage Bonds, Series A, and any appurtenant coupons thereto affected by the Plan of Adjustment of the Railway Company which became effective as of November 1, 1941, and was approved and confirmed pursuant to Chapter XV of the Act of Congress of July 1, 1898, entitled "An Act to establish a uniform system of bankruptcy throughout the United States," as amended by the Act of October 16, 1942; and

WHEREAS, pursuant to an order, dated April 15, 1952, of the Special Court having jurisdiction with respect to said Plan of Adjustment, the

3. 125 shares of the capital stock of Galveston Terminal Railway Company, of a total of 250 shares of the capital stock of said company issued and outstanding;

4. 10,191 shares of the capital stock of The Wichita Valley Railway Company, being all the issued and outstanding shares of the capital stock of said company except 9 shares held by directors;

5. 601 shares of the capital stock of Wichita Valley Railroad Company, being all the issued and outstanding shares of the capital stock of said company except 9 shares held by directors;

6. 281 shares of the capital stock of Wichita Falls & Oklahoma Railway Company, being all the issued and outstanding shares of the capital stock of said company except 9 shares held by directors;

7. 68 shares of the capital stock of Wichita Falls & Oklahoma Railroad Company of Oklahoma, being all the issued and outstanding shares of the capital stock of said company except 7 shares held by directors;

8. 391 shares of the capital stock of Abilene and Northern Railway Company, being all the issued and outstanding shares of the capital stock of said company except 9 shares held by directors;

9. 816 shares of the capital stock of Stamford and Northwestern Railway Company, being all the issued and outstanding shares of the capital stock of said company except 9 shares held by directors;

10. 1,520 shares of the capital stock of The Trinity and Brazos Valley Railway Company (now the Burlington-Rock Island Railroad Company), of a total of 3,040 shares of the capital stock of said company issued and outstanding;

11. \$269,000, principal amount of First Mortgage Bonds of The Wichita Valley Railway Company, secured by its first mortgage, dated July 1, 1890, to The Mercantile Trust Company of New York (now Bankers Trust Company), Trustee, being all the issued and outstanding bonds of said company;

12. \$744,000, principal amount of First Mortgage Six Per Cent. Gold Bonds of Wichita Valley Railroad Company, secured by its first mortgage, dated July 1, 1906, to Central Trust Company of New York (now The Hanover Bank), Trustee, being all the issued and outstanding bonds of said company;

of the United States of America by the Railway Company duly paid to the Trustee at or before the ensealing of this Supplemental Indenture, the receipt of which is hereby acknowledged, the Railway Company and the Trustee have executed and delivered this Supplemental Indenture and hereby covenant and agree as follows:

ARTICLE ONE. The following legend shall be stamped upon all bonds hereafter issued under the General Mortgage, as supplemented hereby and on the \$14,028,500 principal amount of General Mortgage Bonds, Series A, owned by Fort Worth and Denver Railway Company:

“The rights of the holders or registered owners of this Bond under the General Mortgage dated May 1, 1930, as supplemented by Supplemental Indenture dated May 1, 1943 have been modified as set forth in a Supplemental Indenture dated April 1, 1952 clarifying the right of the Railway Company to redeem all General Mortgage Bonds, Series A, other than those held by the Railway Company or any subsidiary of the Railway Company, and in a Supplemental Indenture dated May 1, 1952 releasing certain pledged securities and modifying the General Mortgage in certain other respects.”

ARTICLE TWO. The First National Bank of the City of New York, as Trustee, has granted, bargained, sold, aliened, remised, released, conveyed, confirmed, assigned, transferred and set over, and by these presents does grant, bargain, sell, alien, remise, release, convey, confirm, assign, transfer and set over, unto The Colorado and Southern Railway Company, its successors and assigns forever, free from the lien of the General Mortgage, all its right, title and interest as Trustee under the General Mortgage in and to the following:

1. 92,407.08 shares of common capital stock of Fort Worth and Denver City Railway Company (now Fort Worth and Denver Railway Company) of a total of 92,438 shares of common capital stock of said Company issued and outstanding;
2. 1,991 shares of the capital stock of Fort Worth and Denver South Plains Railway Company, being all the issued and outstanding shares of the capital stock of said company except 9 shares held by directors;

22. The following obligations, which have been merged into the judgment referred to in item 17, above: \$4,380,000 principal amount of First Mortgage Bonds of Trinity & Brazos Valley Railway Company, and \$744,977.20 par amount of Receiver's Certificates due July 1, 1935, of Trinity & Brazos Valley Railway Company.

ARTICLE THREE. Section 4 of Article One, and all of Article Three of the General Mortgage are hereby deleted from the General Mortgage and shall be of no further force and effect. Article Three shall hereafter consist of the following provisions:

Section 1. Whenever requesting the authentication and delivery of bonds under Sections 2 or 3 of this Article Three or under Sections 1 or 2 of Article Four hereof, the Railway Company, besides complying with the other requirements of this indenture, shall deliver to the Trustee:

(1) The written order of the Railway Company signed by its President or one of its Vice Presidents for the authentication and delivery of such bonds;

(2) A certified copy of a resolution of the Board of Directors of the Railway Company authorizing the proposed issue of bonds and, in the case of the creation of a new series of bonds, determining the provisions of the bonds of such series as provided by Section 2 of Article Two hereof and the form of such bonds;

(3) A certificate signed by the President or a Vice President and by the principal accounting officer or the Treasurer or an Assistant Treasurer of the Railway Company, (a) setting forth (i) the aggregate amount of bonds issued under this indenture and at the time outstanding, (ii) the then amount of debt secured by a lien prior to the lien of this indenture of the Railway Company, (iii) the amount of fully-paid capital stock of the Railway Company then outstanding and (iv) the number of shares of each class of such capital stock; and (b) stating that to the knowledge of the signers no event of default as defined in Section 2 of Article Eight hereof has happened and is continuing; and (c) stating whether any Fort Worth and Denver Series of 1982 Bonds (other than such Bonds held by or for the account of the Railway Company or any subsidiary of the Railway Company) are outstanding under

13. \$353,500, principal amount of First Mortgage Six Per Cent. Gold Bonds of Wichita Falls & Oklahoma Railway Company, secured by its first mortgage, dated July 1, 1906, to Central Trust Company of New York (now The Hanover Bank), Trustee, being all the issued and outstanding bonds of said company;

14. \$326,000, principal amount of First Mortgage Six Per Cent. Gold Bonds of Wichita Falls & Oklahoma Railroad Company of Oklahoma, secured by its first mortgage, dated July 1, 1922, to Central Union Trust Company of New York (now The Hanover Bank), Trustee, being all the issued and outstanding bonds of said company;

15. \$516,000, principal amount of First Mortgage Six Per Cent. Gold Bonds of Abilene and Northern Railway Company, secured by its first mortgage, dated July 1, 1906, to Central Trust Company of New York (now The Hanover Bank), Trustee, being all the issued and outstanding bonds of said company;

16. \$1,872,880, principal amount of First Mortgage Six Per Cent. Gold Bonds of Stamford and Northwestern Railway Company, secured by its first mortgage, dated February 1, 1909, to Central Trust Company of New York (now The Hanover Bank), Trustee, being all the issued and outstanding bonds of said company;

17. The judgment of the Railway Company against Burlington-Rock Island Railroad Company, dated July 9, 1946, for \$9,829,922.33 and accrued interest thereon, which was pledged under the General Mortgage by instrument dated August 20, 1946;

18. Assignment of advance in the amount of \$728,000 from the Railway Company to Fort Worth and Denver Terminal Railway Company;

19. Assignment of open account indebtedness to the Railway Company in the amount of \$7,634,508.82 from Fort Worth and Denver South Plains Railway Company;

20. 141 shares of capital stock of Fort Worth and Denver Terminal Railway Company;

21. The following cancelled obligations: \$4,190,000 principal amount of the Railway Company's Refunding and Extension Mortgage 4½% Bonds and \$728,000 principal amount of Fort Worth and Denver Terminal Railway Company First Mortgage 6% Gold Bonds; and

cable instructions to said trustee to give the requisite notice of redemption thereof.

Section 3. Additional bonds may be executed by the Railway Company and authenticated and delivered by the Trustee to or upon the order of the Railway Company from time to time to an aggregate principal amount not exceeding the aggregate principal amount of any bonds of another series theretofore authenticated and delivered hereunder which theretofore at any time (either at, before or after the maturity thereof) shall have been surrendered to the Trustee, either in cancelled or uncanceled form, or for the redemption or payment of which moneys in the necessary amount shall, at or prior to the time of authentication and delivery of such additional bonds, have been deposited in trust with the Trustee as hereinafter in this Section provided; provided, that no bonds shall be issued pursuant to this Section 3 so long as any Fort Worth and Denver Series of 1982 Bonds (other than such bonds held by or for the account of the Railway Company or any subsidiary of the Railway Company) are outstanding under the First Mortgage dated May 1, 1952 of Fort Worth and Denver Railway Company.

Whenever requesting the authentication and delivery of bonds pursuant to this Section 3 there shall in each case have been delivered to the Trustee:

(a) the documents required by Section 1 of this Article Three;

(b) a certificate signed by the President or a Vice President and by the chief accounting officer or Treasurer or Assistant Treasurer of the Railway Company, describing the bonds the surrender or the redemption or payment of which forms the basis of the proposed authentication and delivery of such additional bonds, and stating that such bonds to be surrendered, redeemed or paid have not theretofore been made the basis for the authentication and delivery of bonds or the withdrawal or application of cash under any provision of this indenture and, in the case of a redemption of bonds, further stating that all required notice of publication and mailing has been given and setting forth the details of such publication and mailing and the form of the notice of redemption as so published and mailed, or stating what provision has been made for the publication and mailing of such notice;

the First Mortgage dated May 1, 1952 of Fort Worth and Denver Railway Company;

(4) An opinion of counsel for the Railway Company to the effect that (a) no authorization of the issue of such bonds is required by law to be given by any commission or other governmental body except as therein shall be specified; (b) in all other respects the Railway Company is authorized by law to issue the bonds proposed to be issued, and (c) such bonds when issued will constitute valid and binding obligations of the Railway Company according to their terms and will be secured by this indenture;

(5) A copy, authenticated in such manner as may be satisfactory to the Trustee, of the order or orders or certificate or certificates authorizing such issue of bonds made or given by the governmental authority or authorities specified in said opinion of counsel.

Section 2. Additional bonds may be executed by the Railway Company and authenticated and delivered by the Trustee to or upon the order of the Railway Company, from time to time, pursuant to this Section 2, to an aggregate principal amount not exceeding \$17,000,000.

Whenever requesting the authentication and delivery of bonds pursuant to this Section 2, there shall in each case have been delivered to the Trustee:

(a) the documents required by Section 1 of this Article Three;

(b) a certificate signed by the President or any Vice President of the Railway Company stating that all Fort Worth and Denver Series of 1982 Bonds theretofore authenticated and delivered under the First Mortgage dated May 1, 1952 of Fort Worth and Denver Railway Company (other than such bonds held by or for the account of the Railway Company or any subsidiary of the Railway Company) have been surrendered to the trustee under such mortgage and cancelled or that moneys in the necessary amount for the redemption or payment of any such Fort Worth and Denver Series of 1982 Bonds not so surrendered and cancelled have been deposited in trust with the trustee under such mortgage together with irrevoc-

subparagraph 2(b) of the next succeeding paragraph exceeds the amount computed in accordance with subparagraph 2(a) of such paragraph, less the sum of (i) 150% of all bonds theretofore authenticated and delivered pursuant to this Section 1, (ii) 150% of all cash theretofore and then to be withdrawn under the provisions of Section 2 of this Article Four in lieu of bonds otherwise issuable under this Section 1, and (iii) 100% of the amount of all cash theretofore deposited with the Trustee upon the release from the lien hereof of road property, improvements on leased property and miscellaneous physical property retired after December 31, 1951 and not replaced.

Whenever requesting the authentication and delivery of bonds under this Section 1, there shall in each case have been delivered to the Trustee:

1. The documents provided for under Section 1 of Article Three hereof;

2. A certificate signed by the President or a Vice President of the Railway Company and by the principal accounting officer or the Treasurer or an Assistant Treasurer of the Railway Company setting forth the following:

(a) The total amount of the Railway Company's investment (exclusive of any investment in property not subject to the lien of this indenture) in road property, improvements on leased property and miscellaneous physical property (now carried in accounts 701, 702 and 705) on December 31, 1951;

(b) The total amount of the Railway Company's investment (exclusive of any investment in property not subject to the lien of this indenture) in road property, improvements on leased property and miscellaneous physical property (now carried in accounts 701, 702 and 705) on a date not more than sixty days prior to the date of the certificate, after adding back the amount of all credits for road property, improvements on leased property, and miscellaneous physical property subject to the lien of this indenture retired after December 31, 1951, and not replaced (credited to accounts 701, 702, or 705);

(c) A computation of the net increase, as above defined, in the Railway Company's investment in road property,

(c) either (i) the bonds made the basis of such application, together with all unmatured coupons, if any, appertaining thereto, or (ii) moneys in trust with the Trustee in the necessary amount for the redemption or payment thereof, together with accrued interest thereon to the date of maturity or redemption.

In the case of a redemption of bonds where requisite notice of redemption shall not have been given, the procedure for such redemption, including the publication and mailing of the notice of redemption, shall be in accordance with the applicable provisions of this indenture. The Trustee shall apply or cause to be applied the moneys so deposited with it to the payment or redemption of the bonds in respect of which such moneys have been deposited and the interest thereon. If after the deposit of such moneys any of such bonds are surrendered to the Trustee by the Railway Company either before, at or after the date of maturity or redemption, the Trustee out of such moneys so deposited shall pay to the Railway Company the principal amount or redemption price of such bonds, as the case may be.

All bonds and coupons delivered to the Trustee under the provision of this Section, unless previously cancelled, shall be cancelled by the Trustee, and after the Trustee shall have stamped on said bonds a notation that the same have been refunded under this Section, shall be returned to the Railway Company.

ARTICLE FOUR. All of Article Four of the General Mortgage is hereby deleted from the General Mortgage and shall be of no further force and effect. Article Four shall hereafter consist of the following provisions:

Section 1. Additional bonds may be executed by the Railway Company and authenticated and delivered by the Trustee to or upon the order of the Railway Company from time to time in respect of not more than sixty-six and two-thirds per cent ($66\frac{2}{3}\%$) of the aggregate of the net increase, as hereinafter defined, after December 31, 1951 in the Railway Company's investment in road property, improvements on leased property and miscellaneous physical property (now carried in accounts 701, 702 and 705, respectively, as prescribed by the Accounting Rules). The term "net increase" for the purposes of this Section 1 shall mean the amount, if any, by which the amount computed in accordance with

Article Three and this Article Four relating to the authentication and delivery of such bonds except that it shall not be required to comply with any of the provisions of Section 1 of Article Three, except clause 3(b) thereof.

Section 3. So long as any Fort Worth and Denver Series of 1982 Bonds (other than such bonds held by or for the account of the Railway Company or any subsidiary of the Railway Company) are outstanding under the First Mortgage dated May 1, 1952 of Fort Worth and Denver Railway Company, all bonds authenticated by the Trustee under this Article Four shall be delivered by the Trustee to the trustee under the Fort Worth and Denver Railway Company First Mortgage dated May 1, 1952 to be held and pledged subject to the terms and conditions of that mortgage.

ARTICLE FIVE. Section 2 of Article Eight of the General Mortgage is hereby amended to add the following events of default, such additional events of default to be operative and effective only so long as any Fort Worth and Denver Series of 1982 Bonds are secured by pledge of any General Mortgage Bonds issued hereunder:

(6) by decree of a court of competent jurisdiction, the Railway Company shall be adjudicated a bankrupt, or an order shall be made approving a petition or an answer filed by any creditor or stockholder of the Railway Company seeking reorganization or readjustment of the Railway Company under the Federal Bankruptcy Laws or other law or statute of the United States of America, or of any State thereof, or, by order of such court, a trustee in bankruptcy or reorganization or a receiver, or other official having powers similar to those of a receiver or of such a trustee, shall be appointed for a substantial part of its properties and any such decree or order shall have continued unstayed on appeal or otherwise and in effect for a period of thirty days; or

(7) the Railway Company shall file a petition in bankruptcy, or shall consent to the appointment of a receiver of all or any part of its properties or shall file a petition seeking reorganization or readjustment under the Federal Bankruptcy Laws or other law or statute of the United States of America, or of any State thereof or other Federal or State law or statute for the relief of debtors, or shall file an answer admitting the material allegations of such a petition, or shall file a petition to take advantage of any debtor's relief act; or

improvements on leased property and miscellaneous physical property after December 31, 1951;

(d) A statement that to the knowledge of the signers, the net increase in the investment of the Railway Company, as thus computed, does not include any expenditure by the Railway Company with respect to property not subject to the lien of this indenture or property leased to the Railway Company under a lease not pledged under this indenture.

The term "Accounting Rules" means the Uniform System of Accounts for Steam Railroad prescribed by the Interstate Commerce Commission, as in effect at the time in question, or, to the extent not determined thereby or in case there be no such Uniform System of Accounts in effect at such time, sound accounting principles.

Whenever reference is made in this indenture to specific numbered accounts in the Railway Company's accounts, or to specific numbered accounts or definitions of accounting terms prescribed by the Interstate Commerce Commission, it shall include any other accounts or definitions substantially comparable to the specified accounts or definitions as found in the Accounting Rules as in effect at the time in question, or to the extent not determined thereby or in case there be no such Accounting Rules in effect at such time, as determined by sound accounting principles.

Section 2. Additional bonds may be executed by the Railway Company and authenticated and delivered by the Trustee from time to time upon deposit by the Railway Company with the Trustee of an amount in cash equal to the aggregate principal amount of such bonds and upon delivery in each case of the documents required by Section 1 of Article Three of this indenture.

All cash so deposited shall be held by the Trustee and may be withdrawn by the Railway Company upon its written order signed by its President or any Vice President, in an amount equal to the principal amount of each bond, the authentication and delivery of which the Company would be entitled to under the provisions of Sections 2 and 3 of Article Three and Section 1 of this Article Four if it were applying for the authentication and delivery of bonds instead of withdrawal of cash. On any such withdrawal the Railway Company shall comply with all applicable provisions of

(b) be applied by the Trustee from time to time, at the written request of the Railway Company, to the retirement of bonds (including bonds pledged with the trustee under the Fort Worth and Denver Railway Company First Mortgage dated May 1, 1952) by purchase thereof at the lowest price or prices available but not exceeding their applicable optional redemption price, or to the redemption of bonds at the then applicable redemption price, the Railway Company in each case to provide the amount of premium, if any, and all accrued interest, commissions and expenses. Any bonds so purchased, together with the coupons thereto appertaining, shall be cancelled by the Trustee and delivered to the Railway Company.

Any written request of the Railway Company for the application of such moneys pursuant to subparagraph (a) of this Section 6 shall be evidenced by:

1. A resolution of the Board of Directors of the Railway Company evidencing such request certified to as having been duly adopted by such Board by its Secretary or Assistant Secretary;
2. A certificate complying with the requirements of subparagraph 2 of Section 1 of Article Four;
3. A certificate signed by the President or any Vice President and by the Principal Accounting Officer or the Treasurer or an Assistant Treasurer of the Railway Company stating that to the knowledge of the signer, no event of default as defined in Section 2 of Article Eight has happened and is continuing.

ARTICLE EIGHT.

The Trustee accepts the trusts of this Supplemental Indenture and agrees to execute the same but only upon the following additional terms and conditions, to all of which the parties hereto and the present and future holders and registered owners of General Mortgage Bonds, Series A, and the present and future bearers of appurtenant coupons agree:

- (a) The Trustee shall not be responsible in any way whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or the due execution hereof by the Railway Company or for or in respect of the recitals contained herein or in any legend stamped on General Mortgage

(8) the Railway Company shall have defaulted under its guaranty of principal of and interest on the Fort Worth and Denver Series of 1982 Bonds; provided, however, that the Trustee may conclusively presume that no default exists in respect of such guaranty unless and until it shall have received written notice to the contrary from the Railway Company or from the Fort Worth and Denver Railway Company or from the Trustee under the First Mortgage dated May 1, 1952 of Fort Worth and Denver Railway Company.

ARTICLE SIX. Paragraphs First, Second and Fourth of Section 4 of Article Four and the first and third paragraphs of Section 5 of Article Four of the Supplemental Indenture dated May 1, 1943 are hereby deleted from the indenture and paragraph Third of said Section 4 is hereby renumbered as paragraph First thereof; Section 7 of Article Ten is hereby deleted from the General Mortgage and Sections 8-13 of said Article Ten are renumbered as Sections 7-12 respectively.

ARTICLE SEVEN. Section 6 of Article Ten of the General Mortgage is hereby amended to read:

Section 6. All moneys receivable for property released, and all moneys receivable as compensation for any property subject to this indenture taken by exercise of the power of eminent domain or pursuant to any other action or proceeding referred to in Section 3 of Article Ten, and any and all other moneys at any time receivable by the Trustee, except to the extent that any such moneys shall be applied either in accordance with the requirements of mortgages or pledges, if any, constituting prior liens thereon, or in accordance with the provisions of this indenture particularly applicable thereto, shall be received and be held by the Trustee as part of the trust estate, and shall, from time to time, at the election of the Railway Company

(a) be withdrawn by the Railway Company upon its written order signed by its President or any Vice President in an amount equal to 150% of the principal amount of each bond the authentication and delivery of which the Railway Company would otherwise be entitled to under the provisions of Section 1 of Article Four if it applied for the authentication and delivery of bonds instead of withdrawal of cash (and irrespective of any limitation contained in Section 1 of Article One or in Section 3 of Article Four; or

Section 3. The Railway Company covenants and agrees to effect such recording, registry or filing of this Supplemental Indenture as may be or become necessary or desirable by reason of any provision of law or otherwise for the benefit of the holders and registered owners of General Mortgage Bonds, Series A, and to pay any recording tax or other taxes or fees legally due upon such recording, registry or filing hereof and to comply with the requirements of every law affecting the due recording, registry or filing of this Supplemental Indenture.

Section 4. Nothing in this Supplemental Indenture or in any legend stamped on any General Mortgage Bond, Series A, or any coupon, as herein provided, is intended or shall be construed to give any person or corporation other than the parties hereto, their respective successors and assigns, and the holders and registered owners of General Mortgage Bonds, Series A, and holders of the coupons appurtenant thereto, any legal or equitable right, remedy or claim under or in respect of this Supplemental Indenture or under any covenant, condition or provision contained herein or in any such legend, all covenants, conditions and agreements herein or therein being intended to be and being for the sole and exclusive benefit of the parties hereto, their respective successors and assigns, and of the holders and registered owners of General Mortgage Bonds, Series A, and the bearers of the coupons appurtenant thereto.

Section 5. Except as in this Supplemental Indenture and in the Supplemental Indentures dated May 1, 1943 and April 1, 1952 otherwise expressly provided, the lien and all the rights and remedies of the Trustee and of the holders of General Mortgage Bonds, Series A, shall be as provided in the General Mortgage and in the General Mortgage Bonds.

ARTICLE TEN. This Supplemental Indenture may be executed in any number of counterparts, each of which shall be and shall be taken to be an original.

IN WITNESS WHEREOF, The Colorado and Southern Railway Company, party of the first part hereto, has caused this Supplemental Indenture to be signed and acknowledged or proved by its President or one of its Vice Presidents and its corporate seal hereunto to be affixed and to be attested by the signature of its Secretary or one of

Bonds, Series A, or coupons appurtenant thereto as hereinbefore provided, or in the Contingent Interest Coupons, or in any of them;

(b) The Trustee shall not be answerable or accountable for anything whatsoever in connection with this Supplemental Indenture or the performance thereof, except for its own wilful misconduct or gross negligence;

(c) The Trustee shall not be responsible for the recording, registration or filing of this Supplemental Indenture; and

(d) All the terms and provisions of the General Mortgage defining and limiting the liability and responsibility of the Trustee in the discharge of the trusts thereof shall, in like manner, define and limit its liability and responsibility in the performance of the trusts under this Supplemental Indenture as if expressly stated in this instrument.

ARTICLE NINE.

Section 1. Any instrument which it is herein provided shall be delivered to the Trustee shall be deemed to have been sufficiently delivered for all purposes by being deposited, postage prepaid, in a Post Office letter box addressed to the Trustee at its principal office in the Borough of Manhattan, The City of New York. Any instrument which it is herein provided shall be delivered to the Railway Company shall be deemed to have been sufficiently delivered for all purposes by being deposited, postage prepaid, in a Post Office letter box, addressed to the Railway Company at Chicago, Illinois or at such other address as may be filed in writing by the Railway Company with the Trustee.

Section 2. The provisions of this Supplemental Indenture shall become effective immediately upon the execution and delivery hereof and the General Mortgage shall thereupon be deemed to be supplemented and modified, as hereinbefore set forth, as fully and with the same effect as if the provisions hereof had been set forth in the General Mortgage and all references to the General Mortgage in the General Mortgage or in this Supplemental Indenture shall be deemed to mean the General Mortgage as supplemented and modified by this Supplemental Indenture, provided, however, that the provisions hereof shall not so operate as to render invalid or improper any action heretofore taken under the General Mortgage.

Fort Worth and Denver Railway Company hereby consents to the execution and delivery of this Supplemental Indenture.

FORT WORTH AND DENVER RAILWAY COMPANY

By _____
President

Attest:

Assistant Secretary

Signed, sealed and delivered
in the presence of:

Witnesses

its Assistant Secretaries, and The First National Bank of the City of New York, party hereto of the second part, has caused this Supplemental Indenture to be signed and acknowledged or proved by its President or one of its Vice Presidents and its corporate seal to be hereunto affixed and to be attested by the signature of its Cashier or one of its Assistant Cashiers, all as of the day and year first above written.

THE COLORADO AND SOUTHERN RAILWAY COMPANY,

By _____

Attest:

President

Assistant Secretary

Signed, sealed and delivered
in the presence of:

Witnesses

THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK,

By _____

Attest:

Vice President

Assistant Cashier

Signed, sealed and delivered
in the presence of:

Witnesses

in behalf of said corporation by like order and authority, and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation and that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such notary public, in the said County of Cook, State of Illinois, this the day and year in this my certificate first above written.

My commission as such Notary Public expires March 20, 1955.

(Sgd.) A. D. McLANE,
Notary Public.

(NOTARIAL SEAL)

STATE OF ILLINOIS, }
 COOK COUNTY. } ss.

I, A. D. McLANE, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, Do HEREBY CERTIFY that on this _____ day of May, A. D. 1952, personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, H. C. Murphy and Edith J. Alden, each to me personally known and known to me to be respectively the President and the Assistant Secretary of The Colorado and Southern Railway Company, one of the corporations described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such President and Assistant Secretary respectively in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and the said H. C. Murphy and Edith J. Alden, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that the said H. C. Murphy resides in the City of Aurora, and the said Edith J. Alden resides in the Village of La Grange, both in the State of Illinois, that said H. C. Murphy is the President and said Edith J. Alden is the Assistant Secretary of The Colorado and Southern Railway Company, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, the said H. C. Murphy and Edith J. Alden, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed and sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as President and Assistant Secretary

of said corporation by like order and authority, and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes, therein stated and set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation, and that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such notary public, in the said County of New York, State of New York, this the day and year in this my certificate first above written.

My commission as such Notary Public expires

STATE OF NEW YORK, }
 COUNTY OF NEW YORK. } ss.

I, _____, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, Do **HEREBY CERTIFY** that on this _____ day of June, A.D. 1952, personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, **EDWIN THORNE** and **S. W. DAVIDSON, JR.**, each to me personally known and known to me to be respectively Vice President and Asst. Cashier of The First National Bank of the City of New York, one of the corporations described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Asst. Cashier, respectively, in my presence and in the presence of the two witnesses whose names are hereunto subscribed as such, and the said **EDWIN THORNE** and **S. W. DAVIDSON, JR.**, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that the said **EDWIN THORNE** resides in Greenwich in the State of Connecticut, and that the said **S. W. DAVIDSON, JR.** resides in New Canaan in the State of Connecticut; that said **EDWIN THORNE** is Vice President and said **S. W. DAVIDSON, JR.** is an Assistant Cashier of The First National Bank of the City of New York, one of the corporations described in and which executed the within and foregoing instrument in writing; that they the said **EDWIN THORNE** and **S. W. DAVIDSON, JR.** know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed and sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Assistant Cashier in behalf