

wires or superstructure, or the operation of trains, engines or cars over the said crossing.

And It Is Mutually Covenanted And Agreed:

7. That if and when the same shall at any time hereafter be required by any competent municipal or Governmental authority, or by any law or statute of the State of South Carolina, or if in the judgement of both parties hereto it is deemed necessary or advisable to safeguard and expedite operations over said crossing, the Greenville Company shall, at its own cost and expense, install for the protection of said crossing such standard modern interlocking plant and signal apparatus as may be acceptable to and approved by said Chief Engineer of Maintenance of Way and Structures of the Southern Company; Provided, however, that in the event that the Greenville Company and the Southern Company cannot agree as to the necessity or advisability of providing such protection for said crossing ( if the installation of the same is to be made without reference to legal requirements or municipal order, but is deemed advisable by the Southern Company) then and in that event, the question so in dispute shall be submitted to a board of arbitrators, the members of which shall be selected in the usual manner, and the decision of such board, or of a majority of the members composing the same, upon the question submitted, shall be final conclusive and binding upon the Greenville Company and the Southern Company; and Provided further, that in the event that the Southern Company shall construct any additional parallel track or tracks to intersect the said electric railroad of the Greenville Company at said point, either before or after the installation of said interlocking plant, the cost of the installation of such additional functions as may be required for interlocking such additional crossing or crossings as may be made by the Southern Company, shall be divided between the parties hereto in equal contribution, share and share alike.

8. That the cost of the future maintenance and operation of said interlocking plant shall be divided between the parties hereto upon such basis as they may mutually agree is fair and equitable, and if they cannot agree upon the question of what would be a fair and equitable division of such cost, they shall submit the matter to the Railroad Commission of the State of South Carolina for a decision of the question, whose judgement or decision in the matter shall be abided by, carried out and performed by both parties hereto.

9. That in the event that the Southern Company shall, at any time hereafter, construct any additional track or tracks at said point, to extend, parallel or substantially parallel with its said Piedmont Manufacturing Company spur and to intersect the said electric railroad of the Greenville Company, such party hereto shall pay fifty per centum (50%) of the cost of installation maintenance and renewal of the crossing frogs required for such additional crossing or crossings.

10. That this agreement shall inure to the benefit of, and be binding upon the respective successors and assigns of the parties hereto, as well as upon the parties themselves.

In Witness Whereof, the parties hereto have executed these presents the day and year first above written.

Signed, sealed and delivered

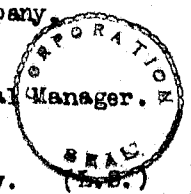
in the presence of:

T.C. Allen,  
F.L. Downs,  
Subscribing witnesses.

Signed, sealed and delivered  
in the presence of:  
D.C. Carmichael,  
B. Hutchison,  
Subscribing Witnesses.

(Next page)

Southern Railway Company  
By E.H. Coapman  
Vice-President and General Manager.  
Attest:  
Geo. R. Anderson,  
Assistant Secretary.



Greenville, Spartanburg and Anderson  
Railway Company,  
By W.S. Lee,  
Vice-President  
Attest: Thos. F. Hill, Secretary.



10-6-11-Bt.  
5260.

State of ~~South~~ North Carolina,  
SS:  
~~Saxapexville~~ Mecklenburg County.

On this 26th, day of March, 1913, at my office in said County aforesaid, personally appeared before me, H. Colquhoun Miller, a Notary Public for said County, D.C. Carmichael, to me known, and known to me to be one of the subscribing witnesses to the foregoing deed, and made oath that he saw the within named W.S. Lee and Thos. F. Hill, sign, seal and deliver the foregoing writing and deed, as Vice -President and Secretary, respectively, of said Greenville, Spartanburg and Anderson Railway Company, a corporation, as and for their act and deed, and that he, with B. Hutchison, witnessed the due execution thereof on the day of the date thereof.

Sworn to and subscribed before me this

26 day of March 1913.

D.C. Carmichael

H. Colquhoun Miller (SEal)  
Notary Public.  
Mecklenburg County, N.C.  
My Commission Expires Oct. 3rd, 1913.

District of Columbia,  
SS:  
City of Washington.

On this 1st, day of April, 1913, at my office in said District aforesaid, personally appeared before me, Pearce Horne, a Commissioner for the State of South Carolina at Washington, D.C., T.C. Allen to me known, and known to me to be one of the subscribing witnesses to the foregoing deed, and made oath that he saw the within named E.H. Coapman and Geo. R. Anderson, sign, seal and deliver the foregoing writing and deed, as Vice-President & General Manager and Assistant Secretary, respectively, of said Southern Railway Company, a corporation, as and for their act and deed, and as and for the act and deed of said Southern Railway Company, and that he, with F.L. Downs witnessed the due execution thereof on the day of the date thereof.

Sworn to and subscribed before me this

1st, day of April 1913.

T.C. Allen

Pearce Horne, (Seal)  
Commissioner for the State of South  
Carolina at Washington, D.C.

Recorded for April 11th, 1913.