

regard to the payment of the interest upon the said presents outstanding bonds.

Fourth. - That in case the net or surplus receipts or revenues derived and received from earnings of the said demised lines of railway and property, as aforesaid, by the said party of the second part, its successor, successors or assigns, shall not be sufficient to wholly meet and discharge the appropriations and applications thereof provided for in Article Third of this Indenture, the said party of the second part, its successor, successors or assigns may, at its or their option and election, advance the funds requisite to make up any deficiency in said receipts, or to wholly meet and discharge said appropriations and applications and all and every such advance or advances of funds, with interest thereon, shall constitute a preferred indebtedness payable by the said party of the second part, its successor, successors or assigns, to itself or themselves, from and out of any residue of said receipts, income and revenues which otherwise, under the provisions of item sixth of said Article Third of this Indenture, would be payable over to the said party of the first part, its successor, successors or assigns, and the said party of the second part, its successor, successors or assigns, shall have and hold as security for the repayment thereof or of the certificates hereinafter provided for, a valid and subsisting lien upon all the property, premises, rights and franchises hereby demised, and hereinbefore described, subject only to the mortgage liens specified or provided for in said Article Third of this Indenture, and said lien shall be and remain in full force and effect with said priority, until said advance, advances and interest shall be wholly repaid and discharged.

Fifth. - And it is hereby expressly covenanted and agreed by and between the said parties hereto, that the said party of the first part, its successor or successors, shall not exercise or have any right, power or authority to build, construct, contract for or acquire by lease, purchase or otherwise any branches, additions or extensions

of or to the said main line and leased lines of railroad hereby demised and hereinbefore described, without the written assent thereto of the said party of the second part, its successor, successors or assigns; and that whenever the said party of the second part, its successor, successors or assigns shall present and deliver to the said party of the first part, its successor or successors, duly vouched or otherwise satisfactory statements of account for any sums by it advanced, paid out and expended under the provisions of Article Fourth of this Indenture, the said party of the first part, its successor or successors, in settlement of said accounts and the sums due thereon, shall and will issue and deliver to the said party of the second part, its successor, successors or assigns the certificates of indebtedness of the said party of the first part, its successor or successors, divided as to amounts represented in and by the said certificates as the said party of the second part, its successor, successors or assigns may demand and require, and in form substantially as follows, viz:

State of South Carolina

The Columbia and Greenville Railroad Company.
No. six per cent.

It is hereby certified and acknowledged that The Columbia and Greenville Railroad Company is justly indebted to and promises to pay to the Richmond and Danville Railroad Company, or order, the sum of _____ dollars, with interest thereon from date hereof at the rate of six per centum per annum.

In witness whereof, this certificate is sealed with the corporate seal, signed by the President and countersigned by the Treasurer of the said The Columbia and Greenville Railroad Company.

(Corporate Seal)

Treasurer

President

Sixth. - That the said party of the second part shall and hereby agree to assume and perform all existing contracts of the said party of the first part relating to the operation and traffic of said demised lines of railway, so far as the said party