

the first part may be lawfully bound or required to perform the same.

And in case differences growing out of any of the provisions of this Indenture shall arise which the said parties hereto are unable to settle between themselves, three disinterested persons of experience and skill in railway management and accounts shall be appointed by each of the said parties naming one, and the two so appointed naming the third, to constitute a board of arbitration which shall hear the said parties, through counsel or otherwise as they may desire, with their proofs and decide and determine the matter of difference submitted, and the decision of a majority of said board of arbitration shall be final and conclusive upon the said parties hereto.

Seventh. - That the said party of the second part, its successor, successors or assigns shall, during the said demised term, make or cause to be made, any permanent additions or improvements to the lands or structures, rolling stock, equipments or other property belonging or appertaining to said railways whereby the value of said demised property and premises shall be enhanced and which shall not have been paid for under the provisions of this lease, from and out of the said receipts and revenues or by said certificates of indebtedness such increased value shall be allowed and paid to the said party of the second part, its successors, successors or assigns by the said party of the first part, its successor or successors at the expiration or other sooner determination of the term hereby granted.

Eighth. - That the said party of the second part, its successor, successors or assigns, keeping and performing the covenants and agreements in this Indenture made and contained, by it or them to be kept and performed, shall and may at all times during the term hereby granted peacefully and quietly have hold, use and enjoy the said demised property, premises, rights and franchises without any manner of let, suit, trouble or hindrance

of or from the said party of the first part, its successor or successors, or any other person or persons whomsoever claiming by, from or under it or them, lawful proceedings under the provisions of the Mortgage Deeds of Trust mentioned in Article Third of this Indenture only excepted and also, that the said party of the first part, its successor, successors or assigns, will, at all times during the continuance of the term hereby granted, upon the reasonable request of the said party of the second part, its successor, successors or assigns, make, do and execute, or cause or procure, to be made, done and executed, all and every such further and other lawful and reasonable acts, conveyances and assurances in the law, as may be necessary, effectually to invest and secure to the said party of the second part, its successor, successors or assigns, the property, premises, rights and franchises hereby demised for the term and upon the conditions herein contained.

In witness whereof, the said The Columbia and Greenville Railroad Company, and the said The Richmond and Danville Railroad Company, in pursuance of resolutions of their respective Boards of Directors, have caused their respective corporate seals to be hereto affixed, attested by their respective Secretaries, and these presents to be signed by their respective Presidents on the day and year first above written.

The Columbia and Greenville Railroad Company
by A. C. Haskell, President.
Attest: John Craig, Secretary.

Signed, sealed and delivered in the presence of
D. Leonard
W. H. South

The Richmond and Danville Railroad Company
By A. S. Buford, President.
Attest: R. Brooke, Secretary.

Signed, sealed and delivered in the presence of
D. Leonard
W. H. South