

depots, station houses, water tanks and shops, so that each and all of the properties of said Air Line Company shall be kept in the like good order in which is shall be received by the said Richmond and Danville Railroad Company.

Third. That the said Richmond and Danville Railroad Company will maintain in like good order as when received the same number of engines, passenger and freight and other cars, tools and machinery, as are set out in the schedule attached or to be attached to this agreement, signed by the general managers of the respective companies, and that said rolling stock and the renewal of the same shall be marked and numbered as the property of the Air Line Company. It being further understood and agreed that, when any portion of the rolling stock or other materials, tools, or machinery of the said Air Line Company shall have so deteriorated as no longer to fill its place in the class to which it belongs, the same may be sold or otherwise disposed of by the Richmond and Danville Railroad Company, provided its place is filled by other rolling stock, tools or machinery of the quality set out in the schedules. It being the intent of this agreement that there shall be at all times the same number of engines and cars and the same amount of tools, machinery and materials, and of the same quality, grade and condition, maintained as the property, and the said rolling stock bearing the numbers and marks, of the Air Line Company.

Fourth. That in addition to the maintenance of the rolling stock and the renewal of the same, and the maintenance and renewal of the track, road bed, bridges, trestles, and buildings of all kinds, the Richmond and Danville Railroad Company will expend, or cause to be expended, annually for ten years, from the date of this contract, the sum of not less than one hundred thousand dollars for improvements and betterments to roadway and structures over and above the amounts expended for repairs and maintenance of the same as hereinbefore provided, of which sum of \$100,000, at least \$50,000 shall be expended annually during the period of ten years herein provided for, in laying steel rails on said road. But the said Richmond and Danville Railroad Company shall have