

Laurens Street, thence down Laurens Street to Washington Street, a total distance of 1.17 miles.

Track No. 2. Situate and located in the County of Greenville, State of South Carolina, and beginning at the Dunsan Mill and extending to the Westervelt Mill, a distance of 1.22 miles.

Track No. 3. Beginning at the Woodside Mill in the County of Greenville, State of South Carolina, and extending to the Monaghan Mill, a distance of 1.15 miles.

All of the above tracks being substantially shown on the blue prints hereto attached and hereby made a part of this contract, together with the right to use jointly as aforesaid the poles, wires, signals and other necessary apparatus in connection therewith, and the right to the Railway Company to maintain with said tracks the proper physical connection with the tracks of the Railway Company.

Second: The Greenville Company covenants and agrees that it will at all times maintain in good condition and repair the tracks and appurtenances owned by it and to be jointly used hereunder as aforesaid so as to provide safe and suitable track for its own cars and the cars of the Railway Company, and to enable said Railway Company, its successors and assigns, to use and enjoy fully the rights hereby granted to it and its successors and assigns.

Third: The Railway Company agrees that it will pay unto the Greenville Company in monthly settlements in the usual course of business upon bill rendered thereof by the Greenville Company the following rents or sums of money, to-wit:

(a) As rental for the privilege of using jointly with the Greenville Company the said tracks hereinbefore referred to of the Greenville Company a sum equal to the interest at the rate of two and one-half (2- $\frac{1}{2}$ %) per cent per annum upon the valuation of said tracks, which, for the purposes of this agreement, is hereby fixed and agreed to be the sum of \$141,600.

(b) As its agreed proportion of the expense incurred by the Greenville Company in the maintenance and operation for the joint account of said tracks of the Greenville Company, including renewals and taxes, and for all other items of expense, usually and properly chargeable by Railway Companies to Maintenance and Operation, including the cost and expense of maintaining, repairing, renewing the poles, wires, substations, and other electrical apparatus in connection with the overhead equipment on said lines, a sum equal to Fifty (50%) per cent per annum of such expense, unless and until the basis of the apportionment of such expense shall be changed as hereinafter provided.

(c) The Railway Company will pay to the Greenville Company the actual cost to it of the current consumed by the trains and cars of the Railway Company while on the tracks herein referred to.

The Railway Company will pay the difference between the total amount of power consumed in operating the trains and cars of both parties hereto on the system of the Greenville Company and the amount consumed in operating the cars of the Greenville Company over said system, which amount shall be ascertained by determining the consumption per car mile of the cars of the Greenville Company and the number of car miles operated by the Greenville Company during each and every month, and the Greenville Company will submit monthly to the Railway Company a statement showing the total amount of Power consumed on said system and the amount of power consumed per car mile by the cars of the Greenville Company and the number of car miles operated by the Greenville Company and the difference between the total amount of power consumed and the amount consumed by the cars of the Greenville Company on the above basis, and the Railway Company will pay the Greenville Company for the cost of such difference, Provided, However, that should the Railway Company at any time desire to sectionize the -