

condition as those tracks of the Railway which connect with the Industrial tracks. At the request of Industrial, the Railway may perform maintenance and repair services which will be billed to Industrial.

6. So long as any of the tracks and rights-of-way referred to herein are used for railroad purposes, Industrial shall not erect or permit to be erected any building or structure, nor permit any material to be placed, within eight (8) feet of the centerline of the track on straight track, or within nine (9) feet on curve, nor permit anything to be placed above the track lower than a height of twenty-seven (27) feet above the top of rail, unless permission to do so is granted in writing by the Railway. All structures erected over the track shall be built and maintained in a manner satisfactory to the Railway. All wires suspended over said track shall be placed and maintained at the elevations and in accordance with the standards prescribed by the National Electric Safety Code.

7. As additional consideration for this sale and agreement, Industrial will not permit the use of the tracks hereby conveyed to it by any railroad company other than Greenville and Northern Railway Company so long as the Greenville and Northern Railway Company provides railway service to Industrial or without the permission of the Railway.

8. To the extent not inconsistent herewith, the provisions of the Agreement dated February 6, 1976, recorded in Deed Book 1032, Page 563, remain in full force and effect.

9. At such time as the Railway should elect to extend Track No. 3 pursuant to its right under this instrument and the Agreement of February 6, 1976, the Railway will then assume one-half (1/2) of the expense of routine maintenance of that part of Track No. 3 owned by Industrial and the Railway will be responsible for the entire expense of any new track added by it. However,

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