

rights, privileges, franchises and estate hereby granted and demised as fully, exclusively and amply as the said party of the first part might or could use, exercise and enjoy the same if itself acting in the premises, and as fully, exclusively and amply as the said party of the first part has any lawful right or power to grant the same, and the said party of the second part is hereby fully authorized and empowered in its own name, or as the agent of, or in the name of the said party of the first part to do, perform, make, execute, take, institute and conclude all needful and lawful acts, arrangements, measures, or suits and proceedings at law or in equity, whatsoever, for the purposes aforesaid.

Second. - That at all times during the said demised term, the said party of the second part, its successors or assigns, shall and will keep and maintain the said lines of railway, superstructure, rolling stock, equipments, property and appurtenances in as good condition in all respects as the same are now in, acts of God and public enemies excepted, and from time to time provide additional and necessary rolling stock, equipment, improvements, fixtures, appurtenances, facilities and property to fully and promptly carry on and conduct the business thereof, and shall and will, so far as the same can reasonably be done, keep the said lines of railway open for travel and traffic, and manage and operate the same so as to most efficiently promote, transact and accommodate the business thereof, and generally do every act and thing necessary thereto or which may be by law obligatory upon it, or would be obligatory upon the said party of the first part if acting in the premises, including the keeping and rendition of all accounts and reports, and shall and will use all reasonable diligence to collect and receive all the emoluments, revenues, rates, tolls, freight charges and dues which may accrue from the business of said lines of railway and the management and operation thereof, and keep accurate accounts of the same and of all operating expenses or other expenditures made under any of the provisions of this lease, and

furnish to the said party of the first part annual accounts of all of said receipts and expenditures.

Third. - That the said party of the second part, its successors or assigns, shall appropriate and apply the whole of the receipts, income and revenues derived and received from the use and operation of the said demised lines of railway and property to the purposes and in the manner following, that is to say:

1st. - To the payment of the current costs and expenses of maintaining, repairing, and perpetuating, during the said demised term, for public use, the said lines of railway, equipment and property hereby demised, and authorized to be acquired, and of using, controlling, managing and operating the same, including reasonable and just compensation for the use of rolling stock and equipment not owned or held under the provisions of this lease, and the cost of new rolling stock, equipment, side tracks, stations, depots, offices, real or personal property and betterments, that the said party of the second part, its successor, successors or assigns, may from time to time find it necessary for the best interests of the property to procure or provide, and also to the payment of all sums, amounts, charges, claims and demands which now are, or hereafter may become justly demandable from or payable by the said party of the first part by reason of any claim, liability, agreement, judgement, settlement, transaction or matter growing out of the management, use, control and operation of the said demised lines of railway and property, previous to the date of this lease, and of premiums for insurance, and all taxes, rates, charges, levies and assessments, ordinary and extraordinary, which now are or may at any time during the said demised term be by the United States of America, or by the State of South Carolina, or other competent and lawful authority, charged, rated, levied, assessed or imposed on all or any part of the said demised lines of railway, premises, property, or franchise, or on the traffic thereon.

2nd. - To the payment of the necessary expenses, not exceeding the sum of fifteen hundred dollars per annum, of operating the corporate organization of the