

of its property by the Air Line Company.

Eighth. It is further expressly understood and agreed that if any of the taxes or assessments upon the property of the Air Line Company which the Richmond and Danville Railroad Company have herein covenanted and agreed to pay, shall be suffered to be in arrears for six months unless the legality thereof is denied, or if any lien for supplies or for wages of any of the employees engaged on the Air Line Railway, to the amount of \$10,000 shall be established, and shall remain uncontested and unpaid for ninety days, then the Air Line Company shall have the right to abrogate this contract and to resume possession of the property, including the betterments aforesaid. Upon the dissolution of this contract by the happening of any of those events, or from any of the causes above set out the Richmond and Danville Railroad Company covenants that it will turn over to the agents appointed by the Air Line Company to receive in all the property herein specified to be kept and maintained as the property of the Air Line Company, and that if any of the said property, whether rolling stock or fixed property, shall be found to be inferior in value to what, under the stipulations in this contract for maintenance renewals and betterments, it should be at the time when the possession of the same is resumed by the Air Line Company, then the Richmond and Danville Railroad Company shall be bound to pay, and it hereby agrees to pay, such sum as shall be determined by a board of arbitrators to be a sufficient compensation with this understanding on the part of the Richmond and Danville Railroad Company. In case it becomes necessary to resort to arbitration, one arbitrator shall be selected by the Air Line Company, one by the Richmond and Danville Railroad Company, and in case of disagreement, then these two shall select an umpire, and the award of said arbitrators, in case they agree, or in case of their disagreement, that of the umpire shall be final and binding on the parties. Should the Richmond and Danville Railroad Company after thirty days notice to its President or chief executive officer, fail to name an arbitrator, the Air Line Company may select both arbitrators.