

**Q. Q. Q.**

SIXTH: Said party of the second part further covenants and agrees that it will, and does hereby, release contract to release, protect, and save harmless said party of the first part from all damages resulting from fire from locomotives while upon said track, or originating on the right-of way hereby agreed to be furnished by the party of the second part, unless said party of the second part can show that the same resulted from the negligence of the said party of the first part, its agents, or employees in the lawful discharge of their duties.

SEVENTH: this contract is to remain in force for five years from the completion of said track, provided there is no violation of its agreements in the mean-time by either party; and at the end of the said period of Five Years, upon the same terms and conditions, this contract will be renewed for another period of Five Years as herein set forth, if satisfactory to both parties; provided, that the aforesaid plant of the FOUNTAIN INN-MANUFACTURING COMPANY is in operation at that time; and so on from one year to one year. Should the party of the second part fail to comply with any of the terms of this contract, the party of the first part shall have the right to move said track at any time, upon thirty day's notice; and the party of the second part shall have the right to have the said track removed upon thirty day's notice if the party of the first part fails to perform its part.

EIGHTH: It is distinctly understood and agreed between the parties hereto that the title in and to all the rail, ties, spikes, and all other material of every kind and description used in the construction and equipment of the track aforesaid, is, and shall remain in the said party of the first part; and that the said party of the first part, its agents, servants or employees, shall have the right to peaceably enter upon the premises of the said party of the second part for the purpose of taking up and removing said track, whenever, under the terms of this agreement, it has the legal right to remove it, and that the said party of the first part shall, at any time hereafter, and from time to time during the continuance of this contract, have the right to extend said track so as to reach any other enterprise, or industry, that may be located near, or in the vicinity, of the said spur track, and to hereafter have the free use of said spur-track for the movement of its trains, cars, and engines, to and from such other enterprise or industry. IN WITNESS WHEREOF; The said parties hereto have interchangeably signed, sealed and delivered this contract; This, the day and year first above written.

Signed, Sealed and delivered

in the presence of :

CHARLESTON AND WESTERN CAROLINA RAILWAY COMPANY.

Jesse Cleveland.

By John B. Cleveland, Pres.

Thos. E. Screven.

W.C. Earnhardt.

THE FOUNTAIN INN MANUFACTURING COMPANY.

Kin Wilson.

By R.L. Graham,

STATE OF SOUTH CAROLINA,

COUNTY OF <sup>Shantawan</sup> GREENVILLE.

Personally appeared before me Jesse Cleveland, who being duly sworn, says that he saw the within named CHARLESTON AND WESTERN CAROLINA RAILWAY COMPANY, by its President, J.B.-Cleveland, sing, seal and as its act deliver the within written contract, and that he with T.E. Screven, witnessed the due execution thereof.

Sworn to before me this 6th, day of October A.D. 1905. Jesse Cleveland.

Thos. E. Screven, (L.S.) ( Notorial Seal ) Notary Public for ,S.C. ( see next page )