

Except as above provided, this agreement and easement shall be subject to termination only by mutual agreement of the parties, or their successors, or if Greenville and Northern should cease to do business or abandon this track pursuant to the authority of an appropriate governmental agency having regulatory powers over railroads.

This right of way and easement are granted and conveyed by Industrial to Greenville and Northern to have and to hold unto Greenville and Northern, its successors and assigns forever. Industrial does hereby bind itself and its successors to warrant and forever defend all and singular said right of way and easement unto Greenville and Northern and its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals this 6th day of February, 1976.

In the presence of:

John C. Johnson
John L. Johnson

GREENVILLE AND NORTHERN RAILWAY COMPANY (SEAL)

By: Walter B. Johnson, Secretary

And: _____

INDUSTRIAL REALTY CO., INC. (SEAL)

By: Donda P. Rosenberg

And: Ronald F. Rosenberg, Jr.

INDUSTRIAL SCRAP, INC.

By: Ronald F. Rosenberg (SEAL)

And: Donda P. Rosenberg

John L. Johnson
John C. Johnson