

parties hereto, as for that of the party of the second part hereto; PROVIDED, however, that such use of said industrial tracks for the benefit of third persons shall not unreasonably interfere with the business of the party of the second part.

5. That it will indemnify and save harmless the Railway Company against any and all damage resulting from negligence of the party of the second part, its servants and employees, in and about said industrial tracks and the right of way therefor; and furthermore, against any and all claims, demands, suits, judgements or sums of money accruing for loss or damage by fire communicated by locomotive engines or trains of the Railway Company to buildings used by the party of the second part in connection with the business served by said industrial tracks, or to the contents of such buildings, or to other property stored by or with the consent of the party of the second part upon or near said industrial tracks. The Railway Company hereby stipulates for this protection as a condition of its agreement, herein expressed, to afford the above described terminal services and facilities to the party of the second part elsewhere than at its regular station.

6. That it will ship, or cause to be shipped, over the lines of the Railway Company and its connections a fair proportion of all freights used or produced in or about the business of the party of the second part; PROVIDED, however, that rates are afforded said party of the second part by the Railway Company, which are not in excess of those of competing carriers for similar services performed under substantially similar circumstances and conditions.

7. That it will pay unto the Railway Company, from time to time hereafter, promptly upon bills rendered therefor, the entire cost to the Railway Company of the future maintenance of the 250 foot coal trestle upon which a portion of said track No. 2 will be laid.

AND IT IS MUTUALLY COVENANTED AND AGREED:

8. That either party hereto may terminate this agreement at any time hereafter, but upon sixty (60) days notice, in writing to the other, of the intention so to do; and at the expiration of such time, all the rights and license hereby granted by the Railway Company cease; EXCEPT that the Railway Company shall have the right to remove the tracks and other properties from off said right of way, which the Railway Company agrees to do within a reasonable time after the expiration of said notice.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, and their corporate seals to be hereunto affixed and attested by their respective officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered

SOUTHERN RAILWAY COMPANY.

in the presence of:

By J.M. Culp, Vice-President.

G.K. Caldwell,

Attest:

Geo. R. Anderson,
Assistant Secretary.

Ralph Shropshire, (Approved as to form P.H.)
Subscribing Witnesses.

Signed, sealed and delivered,

VIRGINIA-CAROLINA CHEMICAL COMPANY.

in the presence of:

By E.B. Addison, 2nd, Vice Pres.

Frank P. Ryan,

(L.S.) Attest: S.D. Crenshaw,
Secretary.

R.B. Harvey,
Subscribing Witnesses.

9-23-10-B.
3485.

District of Columbia,
City of Washington. SS.

On this 30th, day of September, 1910, at my office in said City aforesaid, personally appeared before me, Pearce Horne, Commissioner for the State of South Carolina, at Washington D.C. G.K. Caldwell, to me, known and known to me to be one of the subscribing witnesses to -
(over)