

MADE IN U.S.A.

(c) Upon termination of this agreement the Railway shall have the right to enter upon the property of the Industry and upon any right of way provided by the Industry and to remove therefrom any or all of the material owned by the Railway, and shall not be liable to account in any way to anyone for monies paid or expended on account of any of the track or tracks covered by this agreement, nor for any damages resulting from the removal of any or all of the material owned by the Railway.

(d) Covenants 1, 3, 4, 5, 6, 7 and 8 of this agreement are intended and shall be construed to be covenants running with the land of the Industry.

(e) Unless terminated as hereinabove provided this agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

NOTE: Following changes made in this Agreement prior to execution of same:

Clause 5: Paragraph (b), third line, the following words eliminated "not one of the parties hereto, nor assign this contract or any rights hereunder."

Clause 5: Paragraph (a), third line, last two words "and to" eliminated; fourth and fifth lines eliminated.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly signed, sealed and delivered the day and year first above written.

Witnesses for Railway:

J. P. Camp
A. Z. Jerny

CHARLESTON & WESTERN CAROLINA RAILWAY COMPANY,

By B. S. S. S.
Vice-President.

Attest:

W. T. Marable
Assistant Secretary. (SEAL)

Witnesses for Industry:

W. H. Brown
W. L. Thornton

CITIZENS LUMBER COMPANY, INC.,

By W. H. Roe
President.

Attest:

Leila B. Roe
Secretary. (SEAL)

Approved:

W. S. McDonald
General Solicitor.

Approved:

W. H. Munn
Engr. Maint. of Way.

Approved:

B. S. Morye
General Manager