

(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) 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:
WHEREAS Clause: 4th line, the words "about feet of mile" eliminated; 5th, 6th, 7th, 8th, and 9th lines eliminated; 10th, 11th, 12th, 13th, 14th and 15th lines added.
CLAUSE 2: Paragraph (b), 2nd line, the words "except grading" added. Paragraph (c), the sentence "The Industry shall also, without cost to the Railway, perform the grading for that portion of the sidetrack from switch point to clearance point" added.

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

CHARLESTON & WESTERN CAROLINA RAILWAY COMPANY:

WITNESSES FOR RAILWAY:

J. B. Campbell
Law M. Shannon

By *[Signature]* 1968
Vice-President.

Attest: *[Signature]*
W. T. MARABLE Assistant Secretary. (SEAL)

WITNESSES FOR INDUSTRY:

x *Clarence Leonard*
x *Robert Mirace*

x *Peyton Guthrie*
x *P. Guthrie (SEAL)*
x *Chilton Guthrie*
x *Mrs. Miriam Guthrie Martin (SEAL)*
x *Mrs. Annie Guthrie Worsparker*
x *Mrs. Dora Guthrie*

(Partners, trading under the name and style of Quality Coal Company)

APPROVED:

[Signature]
General Superintendent
Manager

APPROVED AS TO FORM:

W. S. McDonald
General Solicitor

APPROVED:

[Signature]
Engineer Maintenance of Way