

and for the mutual covenants and promises in the aforesaid agreement for the mutual benefit of both parties, it is agreed as follows:

(1) That so long as Tanner or its subsidiary is the owner of Lot No. 3 or a portion thereof, Blue Ridge shall not have the right to extend the railway siding or said access road to any lot shown on said plat except to serve an industry or business owned and used by either Blue Ridge, Gower Manufacturing Company, Inc., or a subsidiary corporation of either or a corporation whose principal stockholders are the same as either Blue Ridge or Gower Manufacturing Company, Inc. That when the ownership of Lot No. 3 or any portion thereof by Tanner or its subsidiary ceases, Blue Ridge or its successors and assigns shall have the right to extend said siding and access road to any other lots shown on said plat (Lots 1, 2, 4, 5, 6 and 7).

(2) That any extension of said railway siding shall begin on some other lot other than Lot No. 3.

(3) Blue Ridge further agrees that if the R. R. Siding should be extended from their property to other lots for subsidiary companies of Blue Ridge Corporation or Gower Manufacturing Company, Inc., then said Blue Ridge agrees that it will not overcrowd or overload said right-of-way so as to prevent Tanner from enjoying equally the privilege of using the R. R. Siding.

(4) That Blue Ridge and its successors and assigns may continually use whatever railway material or fixtures that may

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