

demands, suits, judgments and sums of money accruing to any person by reason of any act or deed of the Carolina Company or any of its ancestors in the title of the said demised lines of railroad or any defect in the title of the South Carolina Company to its said property, accruing prior to the commencement of the terms hereof, whether the same shall have arisen out of the operation of the said lines of railroad or otherwise howsoever, and including all interest accrued up to the date hereof on any outstanding bond or assumed by the Carolina Company, which may, might or could be enforced by levy upon the said demised lines of railroad at any time during the said term of nine hundred and ninety-nine years so as to oust the Southern Company from or disturb the Southern Company in the quiet and peaceable enjoyment of said leasehold estate, in all respects in accordance with the intent of these presents.

5. That in case the net or surplus receipts or revenues derived from earnings of the said demised lines of railway and property, as aforesaid, by the Southern Company shall not be sufficient to wholly meet and discharge the appropriations and application thereof hereinbefore provided for, then the Southern Company may at its option and election, advance the funds necessary to make up any deficiencies in said receipts or to wholly meet and discharge said appropriations and applications and upon demand the Carolina Company will make, execute and deliver unto the Southern Company its certificate of indebtedness or such other evidence of an obligation to repay such advances as may be reasonably required by the Southern Company, and all, and every such advance or advances of funds, with interest thereon, shall constitute an indebtedness payable by the Southern Company to itself from and out of any residue of said receipts, income and revenues which otherwise, under the provisions of this indenture, would be payable over to the Carolina Company; and the Southern Company shall and hold as security for the payment thereof, a valid and subsisting lien from the date of the rendition of statements of account of said advances, in the nature of a mortgage lien upon all the property, premises, rights and franchises hereby demised as hereinbefore described, and said lien shall be and remain in full force and effect until said advance, advances, certificates and interest shall be wholly repaid and discharged, subject, however, to the mortgage liens now existing upon said premises and hereinbefore recited.

AND it is MUTUALLY covenanted and agreed:

1. That immediately upon the delivery and execution ~~of~~ of this indenture, each party hereto shall appoint an appraiser, and the two so appointed shall, in case of their failure to agree upon a report of their proceedings as hereinafter provided, appoint an umpire, who shall be an individual having experience in and knowledge of the value of railroad property, and the board so constituted shall thereupon proceed to make an inventory of said leased property, including the tracks, road bed, rolling stock, buildings and equipment of every kind and shall make an appraisal of the physical condition and value of said rolling stock and of all other movable property and shall report the same within ninety days after the date of their appointment, and such inventory and appraisal shall thereafter be binding as between the parties hereto, and shall be conclusive evidence of the condition and character and value of said leased property and shall be conclusive evidence of the standard of which the Southern Company has covenanted to maintain and return to the Carolina Company said leased property as

hereinbefore provided.

2. That in the event that dispute or difference shall arise between the parties hereto as to the interpretation of the terms of this indenture, and the parties hereto shall fail to agree upon a settlement thereof, the question so at issue may be referred to two arbitrators one of whom shall be nominated by the Carolina Company, its successors or assigns, and one shall be nominated by the Southern Company, its successors or assigns, and in event of the failure of the arbitrators so appointed to agree, they shall associate with themselves an umpire, of their own nomination, and the board so constituted shall hear and determine the questions submitted to them and the award of a majority of the Board so constituted shall be binding upon the parties hereto with like effect as if it had been at length set forth in this indenture, provided, however, that in the event that any such arbitration board shall not render a decision upon any question submitted to it within 30 days after the final submission thereof, either party hereto may declare the function of said board to be at an end and may call for the appointment of a new board as herein provided.

IN WITNESS WHEREOF the parties hereto have caused this indenture to be executed in duplicate by their respective officers thereto duly authorized and their corporate seals to be hereunto affixed and attested by their several Secretaries, on the day and year first above written.

SOUTHERN RAILWAY-- CAROLINA DIVISION.

(SEAL)

By

Attest: W.W. Finley, Vice President.

H.W. Miller, Secretary.

Signed, sealed and delivered by Southern Railway--Carolina Division in presence of

F.S. Wynn,

J.E. Dillard, Jr.

Pearce Horne, Jr. (L.S.)

Commissioner of Deeds for the State of Georgia in the District of Columbia.

SOUTHERN RAILWAY COMPANY

(SEAL)

By

Attest: S. Spencer, President.

R. D. Lankford, Secretary.

Signed, sealed and delivered by Southern Railway Company in presence of

F.J. Henderson,

J.W. Mumford,

Geo. H. Corey (L.S.)

Commissioner of Deeds for the State of Georgia in New York.

District of Columbia, )

Washington City, ) ss:

On this the 30th day of June, 1902 at my office in the said District, personally appeared before me, Pearce Horne, Jr., a Commissioner of Deeds for the State of South Carolina in the District of Columbia F.S. Wynn, to me known, and known to me to be one of the subscribed witnesses to the foregoing instrument, and made oath that he saw the within named W.W. Finley and H.W. Miller sign, seal and deliver the foregoing writing and agreement as Vice President and Secretary respectively, of SOUTHERN RAILWAY--CAROLINA DIVISION, as and for their act and deed and as and for the act and deed of said Southern Railway--Carolina Division; and that he with J.E. Dillard, Jr., witnessed the due execution thereof on the day and date thereof.

F.S. Wynn.

Sworn to and subscribed before me this 30th day of June, 1902. IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(L.S.)

Pearce Horne, Jr.,

Commissioner of Deeds for the State of South Carolina in the District of Columbia.