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10. Cancellation, termination and removal.

(a). It is expressly understood and agreed that if the Industry fails to keep and perform any of the covenants, agreements, terms or conditions, hereinbefore set forth to be kept and performed by the Industry, then the Railway reserves the right to terminate this agreement upon thirty days' written notice to the Industry.

(b). Unless terminated as hereinbefore provided, this agreement shall continue in force for the period of one year, and thereafter, until terminated by either party hereto upon thirty days' notice in writing to the other party.

(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: The following changes were made in this agreement prior to the execution of same:

- Clause 1: Paragraph (a); Eliminated.
- Clause 2: Eliminated.
- Clause 4: Paragraph (b): the words: "on the right of way or premises of the Railway or on the premises of, or right of way furnished by the Industry", and the words, "premises or", eliminated.
- Paragraph (c): the words: "on the right of way or premises of the Railway", and the words, "or premises", eliminated.
- Clause 8: Paragraph (d): Second line, second word "construction" eliminated and the word "use" substituted in lieu thereof.
- Clause: 9: Paragraph (a): the last two words "transportation companies" eliminated, and the words "railroad companies" substituted in lieu thereof.

In witness whereof, the parties hereto have caused these presents to be duly signed, sealed and delivered the day and year first above written.

Attest:

Charleston & Western Carolina Railway Company:  
BY: J. N. Brand.  
General Manager

Secretary.

Witnesses for Railway:  
J. B. Campbell  
H. W. Pinner.

Witnesses for Industry:  
L. F. Pitman  
C. G. Gunter.

J. P. Rosamond (SEAL)  
BY: J. P. Rosamond (SEAL)

Approved:  
M. G. McDonald  
General Solicitor.

Approved:  
L. W. Funk  
Assistant Engineer.

Approved:  
L. Simmons  
Superintendent.

State of North Carolina,  
County of New Hanover.

Personally appeared before me J. B. Campbell and made oath that he was present and saw the within named Charleston & Western Carolina Railway Company, by J. N. Brand, its General Manager sign, seal, and as its act and deed deliver the within written instrument, and that he with H. W. Pinner, witnessed the execution thereof.

Sworn to and subscribed before me  
this 6 day of January, 1937.

J. B. Campbell

S. D. Hurst, Jr. (L. S.)  
Notary Public for North Carolina.  
(seal) My commission expires 9-17-38.



(over)