This Supplemental Agreement made and entered into this 13th day of November 1909 by and between - Southern Railway Company, a Corporation organized and existing under and by virtue of the laws of the State of Virginia, hereinafter for convenience styled the Railway Company, party of the first part; and Lathrop Hallett Lumber Company, a Corporation

organized and existing under and by virtue of the laws of the State of Alabama, hereinafter for convenience styled the Lumber Company, party of the second part, Witnesseth: That Whereas, by agreement made and entered into by and between the parties hereto bearing date of the 19th day of January, 1909, the Railway Company leased to the Lumber Company certain rails and fastenings, aggregating 468 tons 1388 lbs. in weight, described in said agreement, which said rails and fastenings are in the logging railroads of the Lumber Company in the Counties of St Clair and Shelby, in the State of Ala., as in said agreement described; and
Whereas, by said agreement, the Lumber Company was obligated to return the said rails and fastenings to the Railway Company in the manner and at the place provided in said agreement not later than the 31st day of Dec. 1909; and Whereas, it will not be convenient for the Lumber Company to return the said rails and fastenings on or before said date. Now, Therefore, in Consideration of the premises and of the Covenant of the Lumber Company hereinafter expressed, as well as of the sum of One Dollar to it in hand paid by the Lumber Company, the receipt whereof is hereby acknowledged, the Railway Company hereby agrees that the Lumber Company may retain the said rails and fastenings subject to the terms and conditions of said lease, which are made a part hereof with the same effect as written out in full herein, as to rental and other things recited and contained in said lease agreement, until such time as it may be convenient for the Lumber Company to return said rails and fastenings unto the Railway Company but not later than the first day of June, 1910; Provided, however, that the Railway Company will accept the said rails and fastenings, and the Lumber Company shall be released of any obligation under said lease agreement of January 19th 1909 in respect thereof, if and when returned to the Railway Company by the Lumber Company as provided in said lease agreement, at any time between the first day of January 1910, and the

first day of June, 1910. And the Lumber Company hereby Covenants and agrees, in Consideration of the foregoing agreement of the Railway Company, that it will return said rails and fastenings unto the Railway Company, in the manner, and at the place provided in said agreement, on or before the first day of June, 1910, and until such rails and fastenings are so returned to the Railway Company, it, the Lumber Company will be bound by and will observe and perform all of the terms, Covenants and Conditions of the said lease agreement of January 19, 1909, notwithstanding the ~~ex~~ expiration of the term created thereby on the 31st day of Dec. 1909.

In witness whereof, the parties hereto have executed these presents, the day and year first above written.

Southern Railway Company,
By C. H. Ackert
Vice President & Gen. Manager.

Lathrop Hatton & Lbr Company
By F. H. Lathrop
President.

District of Columbia, City of Washington } ss. I, Pearce Horn, a Commissioner of Deeds for the State of Alabama, in the District of Columbia, hereby certify that C. H. Ackert, whose name as Vice President & General Manager of the Southern Railway Company, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he, as such officer, and with full authority, executed the same voluntarily for and as the act and deed of said Corporation, Southern Railway Company.

Given under my hand and official seal at office in the District of Columbia, this 16th day of November, 1909.

Seal

Pearce Horn - Comr. of Deed for the State of Ala. in the District of Columbia.

State of Alabama, St. Clair County. } ss. I, John G. Marburry, a Notary Public in and for said County and State, hereby certify that F. H. Lathrop, whose name, as President,

of Lathrop-Hatten Lumber Company, a Corporation, is signed to the foregoing agreement, and who is known to me acknowledged before me, on this day, that being informed of the Contents of the agreement, he, as such officer, with full authority, executed the same voluntarily for and as the act and deed of said Corporation, Lathrop-Hatten Lumber Company.

Given under my hand and Notorial Seal, at office, in the County and State aforesaid, this 4th day of Nov. 1909.

Seal

John G. Marburg
Notary Public.

Filed for record June 20-1910 & recorded.

A. P. Langshaw
Judge of Probate.