

any other outlay which the Lessee is to bear under the terms of this indenture or on any other account whatsoever, but such sum shall not exceed Twenty-eight thousand dollars in any one year. Such payments shall be made half-yearly on or before the last day of January and July in each year in respect of the half year ending on the last day of the month preceding such payment. If during any such half-yearly period the sum yielded by such forty per cent. of the gross earnings be less than Ten thousand dollars the Lessee shall pay to the Lessor by way of rent a further sum sufficient to make up the difference between such forty per cent. of the gross earnings and the said sum of Ten thousand dollars for such half year, provided that the Lessee shall not be required to thus insure and guarantee to the Lessor a greater annual rental than twenty thousand dollars for each year commencing on 1st July and ending on 30th June and provided further that any such deficiency so made up by the Lessee in any one half year may be set off against a surplus in the other half of the same year commencing 1st July, but the deficiency for a whole year shall not be charged against or deducted from the Lessor's forty per cent. of the earnings of any subsequent year or years.

PROVIDED ALWAYS that the said rental shall not commence to run until the Lessee shall have entered into possession and begun to operate the said demised railway and that for the portion of the year (if any) between the time when operations shall have commenced and the 30th June or 31st December, as the case may be, the rent shall be apportioned upon the basis of such forty per cent. of gross earnings with a minimum of twenty thousand dollars and a maximum of twenty-eight thousand dollars per annum as above.

AND WHEREAS the Lessor desires that the said rent to the extent of \$20,000 per annum be applied in payment of the interest on the bonds to be issued and negotiated