

Licensee upon said premises of the Railway Company.

7. That inasmuch as the use by the Licensee of property of the Railway Company in exercise of privileges herein granted may create risk of fire or other loss, injury, or damage which would not accrue except for such use, and the Railway Company would not grant said privileges except upon the condition that it shall be protected against any risk so created, the Licensee, in consideration of said privileges, and with warranty of its authority so to do, covenants hereby to protect and indemnify the Railway Company and save it wholly harmless from the consequences of any property loss or damage, death or personal injury whatever, accruing or suffered or sustained from or by reason of any act, negligence or default of the Licensee, its agents, servants or employees, in or about or in connection with the exercise of the privileges hereby granted, or which may in any manner or to any extent be attributable thereto or to the presence of said buildings, structures and pipe of the Licensee, or contents thereof, or any other property of the Licensee, its tenants or employees, on premises or under said track of the Railway Company, and whether or not negligence on the part of the Railway Company, its servants or employees, may have contributed to the loss, injury or damage, except that the Licensee shall not be held responsible for any loss of life or personal injury, or damage to cars or property of the Railway Company, accruing from its own negligence, without the fault of the Licensee, its servants or employees.

8. That in the event the Railway Company shall, at any time hereafter during the life of this agreement, require for its railroad purposes the whole or any part of its right of way used and occupied by the Licensee hereunder, as aforesaid, then and in such event the Licensee will, upon thirty (30) days' notice, in writing, so to do, served upon it by the Railway Company, vacate or cause to be vacated said right of way of the Railway Company, remove therefrom said buildings, structures, pipe and all other property of the Licensee, and restore said right of way to condition existing prior to the construction or placing of said buildings, structures, pipe and other property thereupon; or, in default thereof, the Railway Company may, as it may elect, bring an action to require the vacation of said right of way and removal of said buildings, structures, pipe and other property and the restoration of said premises, as aforesaid, or may itself remove the same and restore the said condition of said right of way, but at the expense of the Licensee.

AND IT IS MUTUALLY COVENANTED AND AGREED:

9. That this agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto, as well as upon the parties themselves, and shall supersede and cancel, in so far as it relates to the building, structures and premises hereinbefore mentioned and described, the agreement, in writing, heretofore made and entered into by and between the Railway Company and Piedmont Gin Company, bearing date of the 30th day of March, 1927, the Licensee herein having heretofore acquired all right, title and interest of said Piedmont Gin Company in and to said buildings and structures herein described.

IN WITNESS WHEREOF, THE parties hereto have caused these presents to be executed, and their respective corporate seals to be hereunto affixed and attested by their proper officers, thereunto duly authorized, in duplicate, each part being an original, as of the day and year first above written.

Signed, sealed and delivered
in presence of:

Robt. H. Smith
Mary J. Connell

As to Railway Company.



SOUTHERN RAILWAY COMPANY,
BY: John B. Hyde,
Vice President.

L. S.

ATTEST:

R. L. Eddington
Assistant Secretary.

Signed, sealed and delivered
in presence of:

Joe A. Harper
Helen Trammell

As to Licensee.



PIEDMONT MANUFACTURING COMPANY
BY:

S. M. Beattie
President.

L. S.

ATTEST:

S. B. Wilson
Secretary.

12-16-43 HH:dw

375