

Fifth: That, if Lessee shall make default in the payment of any installment of rent or shall fail to keep and perform the covenants and agreements herein contained on the part of Lessee to be kept and performed, and if any such default shall continue for the space of ten (10) days, this lease shall, at the option of Lessor, be terminated by sixty (60) days' written notice to Lessee; and on such termination or any other termination of this lease, Lessee agrees to vacate said premises and remove therefrom all property placed thereon by Lessee, and restore the said premises to its condition existing prior to this lease, all to be completed not later than the date of said termination; and upon the failure of Lessee to remove said property, the property is to be considered and treated as having been abandoned by Lessee, and the ownership thereof surrendered to Lessor.

Sixth: That Lessee hereby assumes, and agrees to indemnify and save harmless Lessor, its successors and assigns against any and all claims, demands, suits, judgments, and sums of money accruing to Lessee or to any person or corporation against Lessor for the loss of or damage to any goods, wares or property of any kind stored on said premises, whether the same is the result of fire caused by negligent emission of sparks from the locomotive engines of Lessor, or otherwise, howsoever resulting.

Seventh: That Lessee will promptly pay all such demurrage charges as may accrue to Lessor for detention of cars that may be shipped to or by Lessee.

Eighth: It is expressly understood and agreed that this lease does not include any part of or use of Lessor's tracks near said leased space and that in accordance with the provisions of its Switching and Absorption Tariff, I.C.C. No. A-1058, supplements thereto or successive issues thereof, Lessor will not switch carload traffic to or from said tracks from or to connections with other railroad lines.

Ninth: At the expiration of the term of five years hereby created, Lessee may, if Lessee so desires and has given to Lessor at least six months' written notice, prior to the expiration of said term, renew this lease for a second term of five years, provided, however, Lessor does not need the said leased land for railroad purposes. It is further understood that if this lease is renewed, the rental for the second term of five years will be the same as that paid during the first term of five years.

Tenth: It is hereby agreed that in the event the Lessee shall fail to use the leased property for the purposes herein described or in the event the Lessee shall, for a period of ninety days, fail to conduct on said leased property a business of such volume as, in the opinion of the proper officers of Lessor, justifies the continuance of this lease, then and in either such event, at any time during the term hereby created, or renewal thereof, the Lessor shall have the right to cancel this lease by giving to the Lessee thirty days' notice in writing of its intention so to do.

IN WITNESS WHEREOF, The parties hereto have executed these presents in