

Sixth: It is expressly understood and agreed that in the event of failure of Lessee to remove all such buildings, structures, other improvements or contents thereof placed thereon by Lessee which under the above option ownership thereof did not pass to Lessor, and the debris from the removal thereof and failure to restore said leased premises to a condition satisfactory to the said Engineer Maintenance of Way at the termination hereof, as provided in the Fifth Article herein, the Lessor may remove all buildings, structures, improvements, or contents and debris and restore said premises to the condition aforesaid at the cost and expense of Lessee, which cost and expense Lessee hereby promises to pay to Lessor on demand.

Seventh: 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 said warehouse,
extension thereto,
or any property placed upon or stored in said premises or in the vicinity of said premises, as the result of fire whether the same is caused by negligent emission of sparks from the locomotive engines of Lessor, or otherwise, howsoever resulting.

Eighth: That Lessee will, so far as it legally may, cause all shipments to or from the location referred to herein to be routed over the lines of said Lessor, or over the lines of said Lessor and its connections, unless the charges for such shipments over the lines of the Lessor, or over the lines of said Lessor and its connections, are higher than the lawfully published charges for like transportation of similar shipments over the lines of other railroad companies.

Ninth: Lessee agrees not to erect or permit any obstruction over any track or sidetrack located upon or adjacent to said leased premises without the prior written consent of Lessor. Lessee further agrees to keep free and clear of all commodities, trash, rubbish or obstructions, every track or sidetrack located upon or adjacent to said leased premises as well as the ground and right of way thereof within 8 feet of the center line of each such track or sidetrack.

Tenth: Lessee shall and does hereby assume and agrees to indemnify and save harmless Lessor, its successors and assigns, from and against all loss, costs, expense, claims, suits and judgments whatsoever in connection with injury to or death of any person or persons, or loss of or damage to property caused by or in any way connected with Lessee's failure to comply with the provisions of Paragraph Ninth hereof, as well as from and against all loss, costs, expense, claims, suits and judgments whatsoever in connection with injury to or death of any person or persons, or the loss of or damage to property caused by or in any way connected with Lessee's use of the leased premises, whether such injury, death, loss or damage results from any cause whatsoever, and whether resulting from the negligence of Lessor, its agents or otherwise.

THIS INDENTURE cancels and supersedes the one dated December 1, 1945, between the Lessor herein and J. A. Barry, doing business under the name and style of Fountain Inn Ice & Coal Company, covering lease of a portion of said land space.

NOTE: Following changes made in this agreement prior to execution of same:
Article Fourth: In line 1 the words "construct and" eliminated; in lines 3 and 4 the following words eliminated "in accordance with plans and specifications which must be first submitted to and approved by Lessor in writing, before the construction thereof is begun".

IN WITNESS WHEREOF The parties hereto have executed these presents in duplicate the day and year first above written.

Witnesses for Lessor:

C. C. Adams
W. K. Dause

CHARLESTON & WESTERN CAROLINA RAILWAY CO.

By

D. Deppe
Co-President

ATTEST:

Witnesses for Lessee:

X *L. H. Hamrick*
X *Margaret Hachston*

Blahet (Assistant Secretary)
W. H. Garrett
W. H. Garrett
(Partners, trading under the name and style of Garrett & Garrett)

Approved:

A. C. Todd

General Solicitor

C&W Railway Company

Approved:

W. B. Stachman
Engineer Maintenance of Way
C&W Railway Company



Approved:

R. W. Morgan

General Manager

C&W Railway Company