

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 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.

Eighth: 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. Except as hereinafter specifically set forth, 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 8-1/2 feet of the centerline of each such track or sidetrack.

Ninth: Lessee shall and does hereby agree to indemnify and save harmless Lessor, its successors and assigns, from and against all loss, costs, expense, claims, suits and judgments in connection with injury to or death of any person or persons or loss of or damage to property caused by Lessee's failure to comply with the provisions of Paragraph Eighth hereof.

Tenth: Notwithstanding any other provision herein, it is understood and agreed that said portion of warehouse platform, with clearance of 7.5 feet from centerline of said sidetrack, as shown in red on said blueprint attached hereto and made a part hereof, is located and maintained by Lessee adjacent to said sidetrack and is the only substandard clearance excepted from Article Eighth. By reason of the additional hazard created thereby Lessee shall and does hereby assume entire responsibility for all damage to property or injury to or death of any person or persons, including but not limited to the employees of Lessor, caused by the presence or use of said substandard clearance, and Lessee further agrees to indemnify and save harmless said Lessor, its successors and assigns, from and against all loss, damage, claims, suits or judgments resulting from or arising out of the presence or use of said substandard clearance as aforesaid.

NOTE: Following changes made in this agreement prior to execution of same:

WITNESSETH Clause: In lines 1 and 2 the words "rents or sums of money hereinafter agreed to be paid by Lessee and of the" eliminated.

Article Second: In line 1 the words "Lessee will yield and pay unto Lessor the rent or sum of" eliminated; line 2 eliminated; line 3 eliminated; line 4 the words "the said premises of Lessor (unearned rental to be refunded on termination as herein provided); and" eliminated; lines 5 and 6 the words "an additional" eliminated.

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