

4(a). Licensee shall and does hereby assume and agrees to indemnify and save harmless the Licensor, its successors and assigns, from and against all loss, costs, expense, including attorneys' fees, 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 Licensee's use of the said strip of land.

(b). Any provision herein to the contrary notwithstanding, Licensee agrees to indemnify and hold harmless Licensor from all claims, costs and expenses (including attorneys' fees) as a consequence of any incident resulting in the pollution of air, water or land arising from or in connection with the grant of this indenture or any supplements thereto regardless of the location or proximity of such pollution to the denised premises; and for any claim or liability arising under federal or state law dealing with the pollution of air, water or land.

(c). All obligations of the Licensee under this agreement to release, indemnify and hold harmless the Licensor shall also extend to officers, agents and employees of the Licensor, and to companies and other legal entities that control, are controlled by, are subsidiaries of, or are affiliated with, the Licensor, their respective officers, agents and employees.

5. Effective March 1, 1981, Licensee will yield and pay unto Licensor the annual rent or sum of FIFTY DOLLARS (\$50.00), plus sales tax if applicable, payable at the beginning of each and every year or fractional part thereof during the continuance of this agreement.

IN WITNESS WHEREOF the parties hereto have executed this agreement in duplicate the day and year first above written.

Witnesses for Licensor:

W. S. Smith  
M. A. Austin

SEABOARD COAST LINE RAILROAD COMPANY

By R. E. Frame (L.S.)  
Chief Engineering Officer

Witnesses for Licensee:

Vickie R. Little  
Fred W. McDonald

Donald T. Riffle (L.S.)  
(Donald T. Riffle)