

Lessor and the Lessee. In the event that a spur track or tracks are constructed by or for the Lessee upon the leased premises in the approximate location shown on the aforementioned drawing designated CV-3, the Lessee agrees that the Lessor, its successors and assigns, shall have the permanent right to install and operate a switch in said spur track (at the approximate location shown on the aforementioned drawing designated CV-3) for the purpose of providing rail access to the aforementioned adjoining property of the Lessor, together with the permanent right of access to said switch over the portion of said spur track located between said switch and the main line of the Piedmont and Northern Railway Company.

In the event that the Lessee shall erect (or cause to be erected) buildings or other improvements on the leased premises, the Lessee shall properly maintain the same, at its own expense, throughout the term hereof.

If in grading the leased premises to make the same suitable for its purposes, the Lessee shall have any surplus or excess dirt, the Lessee may place such dirt on the property of the Lessor lying immediately north of the leased premises in such appropriate place or places as the Lessor may designate.

10. DISPOSITION OF BUILDINGS AND IMPROVEMENTS ON TERMINATION: Upon the termination of this Lease, all improvements made by the Lessee which may then be situated on the leased premises shall be and become the property of the Lessor, or the Lessor, at its option, may require the Lessee

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