

from any fire on the property of Lessor, whether leased or not; and the Lessee agrees to indemnify the Lessor and hold it harmless from and against all claims and demands of every nature on account of injury or damage to or loss of any property of any nature whatever on said leased premises, except property of Lessor, which may be occasioned by, or grow out of, or be incident to the operation of the locomotives, trains or other machinery on said leased premises, or in the vicinity thereof, or which may be caused by, or grown out of, any fire upon the property of Lessor, whether leased or not, and which may extend to the premises herein leased.

DESTRUCTION AND RESTORATION.

Eighth: In the event of the total destruction by fire, flood or storm of the buildings and improvements on the premises herein demised, or in the event that the said buildings and improvements be so damaged or injured by fire, flood and/or storm as to render the same untenable or unfit for the use and purposes for which the same have been leased, then either party hereto shall have the right, option and election to terminate this indenture by written notice to that effect delivered to the other party. If either party shall cancel this indenture and if the Lessor shall elect to re-build and restore the said buildings and improvements, the rent hereby reserved shall abate and not be due and owing for and during the period which shall elapse between such destruction or damage of the said buildings and improvements, and restoration and re-building of the same.

TERMINATION.

Ninth: 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 the Lessor, justifies the continuance of this lease, or if default shall be made by Lessee in the payment of any part of the rent hereinbefore mentioned and reserved or of any other moneys herein reserved to be paid by it and such default shall continue for the space of five days from and after the time when the same shall have become due or ought to have been paid, or if said Lessee shall fail to keep and perform or shall violate for the space of five days any of the covenants, agreements or stipulations herein contained on its part to be kept and performed, then and in any such event, at any time during the term hereby created or renewal thereof, it shall be lawful for Lessor to determine this lease by giving Lessee thirty days notice in writing of such intention, and upon the giving of said notice for said time, it shall be lawful for Lessor at its option into and upon said demised premises to re-enter, take possession of and enjoy as of its former estate and thereby this lease and the terms hereby granted shall cease, determine and be at an end and void, save and except only for the purpose of enabling and empowering Lessor to demand, receive, sue for and collect, all rents and other moneys that may be due and owing to it from Lessee under the provisions hereof, at the time of such determination of this indenture. And it is agreed and stipulated that the mailing of such notice by Lessor or any of its officers, agents or employees by registered mail postage paid, addressed to Lessee at Greenville, South Carolina, shall be sufficient notice, and time will begin to run upon said notice from the time the same is deposited in any Government mail box or Post Office.

ROUTING.

Tenth: That Lessee agrees, so far as is lawful, because all shipments consigned to or from said Lessee, from or to points reached by lines of the Lessor and its connecting lines or roads, to be routed over the lines of Lessor and its connections, unless the charges for such shipments over the lines of Lessor and its connections are higher than the lawfully published rates for like transportation of similar shipments over lines of other railroad companies.

TAXES.

Eleventh: That Lessee will pay the full amount of any and all taxes - State, County, municipal and special, and any penalties in connection therewith - levied or assessed on account of additions or improvements made on said premises by Lessee or on any machinery, fixtures or other property, installed by Lessee of said premises; all necessary payment, listing and other duties in connection with said taxes to be performed by Lessee.

WATER, ELECTRIC LIGHT AND POWER, AND GAS.

Twelfth: That Lessee shall and will from time to time and at all times, pay any and all water, electric light and power and gas rates which may be payable by reason of Lessee's occupancy of said premises.

ELEVATORS.

Thirteenth: That Lessee has inspected or caused to be inspected the elevators in the leased premises, and has satisfied itself the same are in good repair and working order and safe for the use to which same will be put by Lessee, and Lessee hereby agrees that it will at all times keep same in good order and repair and will at no time load or permit same to be loaded beyond the safe capacity thereof, and Lessee hereby assumes and agrees to make good and