

with respect to the contest of the validity of taxes, assessments or other public charges).

~~8. USE OF PREMISES, ASSIGNMENT AND SUBLEASE: The~~

~~Lessee shall use the leased premises only for warehouse purposes and related activities, and shall not at any time assign this Lease or sublease the premises or any part thereof without the consent in writing of the Lessor.~~

9. IMPROVEMENTS ON PREMISES: The leased premises are in an unimproved state, and permission is hereby granted to the Lessee by the Lessor to erect thereon, or part thereof, such building or buildings and other facilities as the Lessee may from time to time wish to construct, and to place therein or thereon such machinery and equipment as may be necessary or desirable in conducting its business. The Lessor hereby reserves to itself, its successors and assigns, a permanent easement and right of way of such width as may be reasonably necessary across the northwestern portion of the leased premises for the purpose of constructing and operating a railway spur track to serve the property of the Lessor lying immediately north of the leased premises and running from the main line of the Piedmont and Northern Railway Company to the aforementioned property of the Lessor; said easement and right of way shall be in the location shown on drawing entitled "Warehouse for Dan River Cotton Co., Greenville, S. C., Outside Piping and Fencing Plan," prepared by Lockwood Greene Engineers, Inc., March 11, 1966, and designated Drawing No. CV-3, or at such other location as may be agreed upon by the

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