

Lessee, at all times during the term hereof, shall have and enjoy shipping facilities over said sidetrack for the shipment and receipt of freight, and said side track or switch shall be maintained and kept in good order and repair by the Lessor at all times during the term hereof. In the event of the Lessee's being deprived of such shipping facilities by action of the railroad company or by any other cause (except temporary interruptions due to repairs, fire, action of the elements, or other casualty), this lease at the option of the Lessee, and upon ten days' written notice to the Lessor, shall cease and terminate and the Lessee shall be released and discharged from all further obligation or liability hereunder.

5. The Lessor shall pay, when due, all taxes, assessments or other charges of whatsoever nature (excepting charges to be paid by the Lessee as herein provided) which may be legally levied or assessed against said premises during the term hereof, together with all premiums on fire or liability insurance by the Lessor on the demised premises.

The Lessor shall, at his own expense, promptly comply with and execute any and all laws, ordinances, orders, notices, rules, regulations or requirements of any Federal, State, Municipal or other lawful authority, and of the Board of Fire Underwriters or any other board performing like functions, affecting said premises, and shall make any repairs, alterations or additions required by such authority.

6. It is mutually covenanted and agreed, that if, during the term hereof, said leased premises shall be substantially destroyed by fire, tornado, or any other casualty, then this lease, at the option of either party, and upon ten days' written notice to the other party, shall cease and terminate, and each party shall be released from further obligation hereunder, and the Lessor shall refund to the Lessee any portion of the rent paid in advance and not earned at the time of such destruction.

If, however, during the term hereof, the said premises shall be only partly destroyed by fire, tornado or any other casualty, the Lessor shall repair the premises as speedily as possible at his own expense, and until the completion of such repairs the Lessee shall be entitled to a reduction of rent in proportion to the amount of floor space of which it is deprived the use while such repairs are being made.

Damage to such extent as to render fifty per cent or more of the floor space unusable for the purposes of the Lessee's business shall be deemed a "substantial destruction" within the meaning of this agreement, and damage which renders less than fifty per cent of the floor space unusable for the purpose of the Lessee's business, but which cannot be repaired within thirty days shall likewise be deemed to be a "Substantial destruction". Damage which renders less than fifty per cent of the floor space unusable for the purposes of the Lessee's business, and which can be repaired within thirty days shall be deemed to be a "partial destruction" within the meaning of this agreement.

7. The Lessee shall have the right to install suitable partitions and office and business fixtures in said premises and to place such signs and other advertising matter upon the walls and/or roof of the said premises from time to time, as it may deem advisable, and, at the expiration or termination of the term herein granted, shall be entitled to remove any such fixtures or signs installed by it during its previous occupancy of said premises or installed hereafter, provided, however, that any injury or damage to said premises caused by the installation or removal of such fixtures and