

Fourth: That Lessee shall construct and maintain said warehouse

in a good, substantial and workmanlike manner, in accordance with plans and specifications which must be first submitted to and approved by Lessor in writing before the construction thereof is begun, said warehouse

to be painted and all of said premises to be kept in good condition, in a manner satisfactory to Lessor, during the continuance of this lease. **Said warehouse to be constructed and maintained by Lessee in conformity with the Building Code and Fire Laws of the City of Greenville.**

Fifth: That, if Lessee shall make default in the payment of any installment of rent or shall fail to keep and perform the covenants and agreements herein contained on the part of Lessee to be kept and performed, and if any such default shall continue for the space of ten (10) days, this lease shall, at the option of Lessor, be terminated by ten days' written notice to Lessee; on such termination or any other termination of this lease, Lessee agrees to vacate said premises and remove therefrom all property placed thereon by Lessee, or in which Lessee has any interest, and restore the said premises to a condition satisfactory to the Engineer Maintenance of Way of Lessor, all to be completed not later than the date of said termination; and upon the failure of Lessee to remove all such property, said property is to be considered and treated as having been abandoned by Lessee, and the ownership thereof surrendered to Lessor.

Sixth: It is expressly understood and agreed that in the event of failure of Lessee to restore said leased space to a condition satisfactory to the said Engineer Maintenance of Way at the termination hereof, as provided in the Fifth Article herein, the Lessor may remove all debris and restore said premises to the condition aforesaid at the cost and expense of Lessee, which cost and expense Lessee hereby promises to pay to Lessor on demand.

Seventh: That Lessee hereby assumes, and agrees to indemnify and save harmless Lessor, its successors and assigns, against any and all claims, demands, suits, judgments and sums of money accruing to Lessee or to any person or corporation against Lessor for the loss of or damage to said warehouse

or any property placed upon or stored in said premises or in the vicinity of said premises, as the result of fire whether the same is caused by negligent emission of sparks from the locomotive engines of Lessor, or otherwise, howsoever resulting.

Eighth: That Lessee will, so far as it legally may, cause all shipments to or from the location referred to herein to be routed over the lines of said Lessor, or over the lines of said Lessor and its connections, unless the charges for such shipments over the lines of the Lessor, or over the lines of said Lessor and its connections, are higher than the lawfully published charges for like transportation of similar shipments over the lines of other railroad companies.

Ninth: Lessee agrees not to erect or permit any obstruction over any track or sidetrack located upon or adjacent to said leased premises without the prior written consent of Lessor. Lessee further agrees to keep free and clear of all commodities, trash, rubbish or obstructions, every track or sidetrack located upon or adjacent to said leased premises as well as the ground and right of way thereof within 8.5 feet of the center line of each such track or sidetrack.

Tenth: Lessee shall and does hereby assume and agrees to indemnify and save harmless Lessor, its successors and assigns, from and against all loss, costs, expense, claims, suits and judgments whatsoever in connection with the injury to or death of any person or persons, or loss of or damage to property caused by or in any way connected with Lessee's failure to comply with the provisions of Paragraph Ninth hereof, as well as from and against all loss, costs, expense, claims, suits and judgments whatsoever in connection with injury to or death of any person or persons, or the loss of or damage to property caused by or in any way connected with Lessee's use of the leased premises, whether such injury, death, loss or damage results from any cause whatsoever, and whether resulting from the negligence of Lessor, its agents or otherwise.