

the said lessor and said leased property from any and all such liens, fines, damages, forfeitures, penalties or judgments, it being the intent hereby that the lessee at all times shall protect the lessor and its property from any injury, damage or loss by reason of the occupation of said premises by the said lessee, or from any cause whatsoever growing out of said lessee's use of said premises.

7. Lessee further agrees to pay all taxes, general and special, assessments, license fees, or other charges that may be levied or assessed upon the leased premises, and upon any and all improvements that may be placed upon said leased premises by the lessee, or against the lessee, by reason of the use of the said premises by the lessee.

8. The lessee further agrees to keep said premises, and all buildings thereon, in a neat and orderly condition, and to cover all such buildings with at least one coat of mineral paint, of lessor's standard color, whenever required so to do by the lessor, and further agrees that no signs or advertisements of any description shall be permitted to be painted or posted upon any of said buildings, or about said premises, other than such as shall be approved by the lessor, and the lessee further agrees to place upon all buildings or structures erected upon the said premises a sufficient number of "Post No Bills" signs to prevent others from posting bills or advertisements thereon, except such as shall first be approved by the lessor, as aforesaid.

9. The lessee shall not <sup>locate</sup> ~~construct~~ or place, or permit to be located or placed, any buildings, structures, fixtures, or material of any kind, nearer than six feet from the nearest rail of any track of the railroad; and the lessee shall not locate, erect or maintain, or permit to be located, erected or maintained, any beams, pipes, wires, structures, or other obstruction over the tracks of the railroad, or any of them, at a height of less than twenty three feet above the tops of the rails of said tracks, or any of them. The lessee hereby covenants and agrees to assume, and to protect, save harmless and indemnify lessor from and against all loss and damages in consequence, of death or injury to persons, and loss or destruction of or damage to property, caused or directly contributed to by reason of the violation by lessee of any of the provisions of this paragraph, and any such violation shall work an immediate forfeiture of this lease without notice, but such forfeiture, or any termination of this lease, shall not release the lessee from any liability of obligation assumed by the lessee hereunder.

10. In consideration of the privileges hereby given the lessee to occupy and use the ground of the lessor hereinabove described, and of the benefits and privileges to be derived therefrom, and of the rental herein provided, lessee hereby covenants and agrees to assume all damages resulting from want or failure at any time of title on the part of lessor to any part of the leased premises, and all damages resulting from fire communicated from the right of way, locomotives or other machinery or the lessor, or otherwise, to any buildings, structures, improvements or other property of any kind or character that may now or hereafter be upon said leased premises, or any part thereof and to whomsoever the same may belong, and all damages resulting from death or injury to the lessee, or any of lessee's agents, servants, or employees, and any and all other persons, while upon said leased premises, or any part thereof, and loss or destruction of or damage to any buildings, structures, improvements, or other property of any kind or character that may now or hereafter be upon said leased premises, or any part thereof, and to whomsoever the same may belong, caused by or resulting in any manner from the operation or maintenance of said railroad, whether any such damage shall be caused by the negligence of lessor, or any of its agents, servants, or employees, or