

otherwise., Lessee hereby further covenants and agrees to release, and does hereby release, and to protect, save harmless and indemnify lessor from and against any and all damages in this paragraph referred to, and all claims, demands causes of action, suits judgements, attorney's fees, costs and expenses on account thereof.

11. In further consideration for the maker of this lease, lessee hereby covenants and agrees to protect, indemnify and save harmless lessor from and against all damages, claims demands, causes of action, suits, judgements, attorney's fees, costs and expenses sustained or incurred by lessor, resulting from fire communicating from any building, structure, improvement or other property located on said leased premises, or any part thereof, to any car or cars which may have been placed on any track or tracks of the railroad, and to the contents thereof, and to any and all other property, and resulting from injury to or death of persons and loss or destruction of or damage to property, caused in any manner by any acts or omissions, negligent or otherwise, or the lessee, or any of lessee's agents, servants or employees.

12. Each provision of this agreement relieving against or limiting liability shall inure to the benefit of each tenant of the lessor, and each railway company or other corporation, firm or person that may at any time with the consent of the lessor operate trains, cars and engines upon any track or tracks of the lessor, or any other track or tracks herein referred to, or shall use any of the railroad facilities of the lessor.

13. The lessee expressly covenants that upon the termination of this lease in any way lessee will surrender possession to lessor, or its authorized agents, peaceably and without delay, and in case of any failure so to do lessee shall be guilty of forcible entry and detainer of said land under the statutes, and no notice to quit or demand of possession shall be necessary to sustain such action, but all of such notices are hereby waived, and upon surrendering to lessor possession of said premises lessor shall refund to lessee the pro rata rent, if any, for the unexpired period for which rent may have been paid.

14. At the termination of this lease in any way, the lessee shall have the right to remove from said leased premises, and shall remove, all buildings, structures, improvements and other property on the said leased premises which the lessee may have the right to remove, provided said buildings, structures, improvements and other property of the said premises belonging to said lessee are removed by said lessor within six (6) months after the termination of said lease, and, if not removed within said six (6) months after the termination of this lease, the lessee hereby conveys all buildings, structures, improvements and other property absolutely to lessor.

15. Any notice to be given by lessor to lessee hereunder shall be deemed to be properly served if the same be delivered to the lessee, or if left with any of lessee's agents, servants or employees on the leased premises, or if posted on the leased premises, or if deposited in the postoffice, postpaid, addressed to the lessee at lessee's last known place of business.

16. This agreement shall inure to the benefit of and bind the heirs, executors, administrators, successors and assigns of the parties heretom provided, however, that this agreement and lease shall not be assigned by the lessee on said premises, or any part thereof, sublet or used or occupied by any person, firm or corporation other than the lessee without the written consent of the lessor first obtained therefor.

In witness whereof, the parties hereto have duly executed this agreement, the day and year first above written.

(Copy Seal)

St. Louis-San Francisco Railway Company

by J. E. Hutchison, General Manager.