

damage to any buildings or improvements upon the demised premises or to property in or about said buildings or improvements or on/about said demised premises or premises adjoining there-  
to, from whatever cause arising, whether through the negligence of the agents or servants of the Lessor, or otherwise, it being understood that all risk of such loss or damage shall be and is hereby assumed by the Lessee and neither said Lessee nor anyone claiming through or under the Lessee shall make any claim against the Lessor for or on account of any loss or damage from whatever cause; and that the Lessee shall and will indemnify and hold harmless the Lessor from and against all liability or claims for loss or damage to the property, buildings or improvements, or property therein, placed upon or adjoining the demised premises by the Lessee or suffered or permitted by the Lessee to be placed thereon or thereat, whether such loss or damage shall arise from fires set out or from other causes in the use or operation of the Lessor's railroad or tracks used in connection therewith, and whether the same be caused accidentally or through the negligence or carelessness of the employees or agents of the Lessor or otherwise, That in case of loss or damage to any buildings, improvements or property upon the demised premises, the Lessee will execute and deliver to the Lessor, upon request, a full and complete release, satisfaction and discharge of all claim therefor, and that upon failure or refusal to execute such release, the Lessor may forthwith at its option declare this lease forfeited and terminated.

11. That should the Lessee cease for a consecutive period of one year to use the demised premises for the purpose herein contemplated, or if said Lessee shall fail or refuse to perform or comply with any of the covenants or conditions of this lease by it to be performed or complied with and such failure shall continue for the period of sixty (60) days after the Lessor shall have given notice in writing thereof to the Lessee, then, and in any such event, the Lessor may, at its option, forthwith put an end to the term of this lease, but any waiver by the Lessor of any default or defaults or the right to terminate this lease shall not be deemed or held to be a waiver of the right to terminate this lease for any subsequent default or defaults which may occur; neither shall any termination of this lease relieve or release the Lessee from any liability or obligation (whether of indemnity or otherwise) which may have attached or accrued previous to or which may be accruing at the time of such termination.

Any notice to be given by the Lessor to Lessee under this paragraph 11 or under any other provision of this indenture shall be sufficiently given and any option shall be sufficiently expressed if the same shall be deposited in the postoffice, postage paid, addressed to the Lessee at the demised premises or left thereat with any party in charge of the same, or if posted on the demised premises.

12. That in case the said buildings or improvements shall be damaged or destroyed by fire, the Lessee shall promptly remove all debris from the demised premises and restore the same to a neat and sightly appearance and if it shall fail so to do within thirty (30) days after such fire, the Lessor may itself perform such work as it deems necessary and in such event the Lessee hereby agrees to reimburse the Lessor for the entire expense incurred by the Lessor including ten per cent (10%) added to the cost of labor to cover supervision.

13. That upon the termination of this lease in any manner herein provided, the Lessee, upon demand of the Lessor, without further notice, shall deliver up to the Lessor the possession of the demised premises and shall remove all the improvements placed thereon by the Lessee and restore the demised premises to substantially their former state, and in case the Lessee shall fail within thirty (30) days after the date of termination of this lease to make such removal or restoration, then the Lessor may, at its option, either remove the said improvements and restore said premises for the account and at the sole cost of the Lessee or may take and hold the said improvements as its sole property.