

all risk of loss or damage to property of the Industry or to property of persons other than the parties hereto in the possession or under the control of the Industry, situate on or in the vicinity of said sidetrack, and due to fire set out by engines, cars or other machinery of, or in any manner caused by the Railway; and the Industry hereby agrees to hold the Railway harmless from and against all claims and demands of every nature on account of injury to or loss of property of the Industry, or the property of such other persons in the possession or under the control of the Industry, as above mentioned, which may be caused by, or be incident to fire, whether set out by the engines, cars or other machinery of the Railway, or in any other manner.

(g) The Industry agrees to keep the right of way for said sidetrack free of all commodities, rubbish, trash or other objects which may prove a danger to those engaged in the operation of said Railway; and will indemnify the Railway from all claims and demands which may be made against it by reason of any loss, damage or injury growing out of, or caused by the failure of the Industry to keep the right of way for said sidetrack free from obstructions and objects as aforesaid.

9. ROUTING.

(a) The Industry 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 Railway and its connections, unless the charges for such shipments over the lines of the Railway and its connections are higher than the lawfully published rates for like transportation of similar shipments over the lines of other railroad companies.

10. CANCELLATION, TERMINATION AND REMOVAL.

(a) It is expressly understood and agreed that if the Industry fails to keep and perform any of the covenants, agreements, terms or conditions, hereinbefore set forth to be kept and performed by the Industry, then the Railway reserves the right to terminate this agreement upon thirty days' written notice to the Industry.

(b) Unless terminated as hereinbefore provided, this agreement shall continue in force for the period of one year, and thereafter, until terminated by either party hereto upon thirty days' notice in writing to the other party.

(c) Upon termination of this agreement the Railway shall have the right to enter upon the property of the Industry and upon any right of way provided by the Industry and to remove therefrom any or all of the material owned by the Railway, and shall not be liable to account in any way to anyone for monies paid or expended on account of any of the track or tracks covered by this agreement, nor for any damages resulting from the removal of any or all of the material owned by the Railway.

(d) Covenants 1, 3, 4, 5, 6, 7 and 8 of this agreement are intended and shall be construed to be covenants running with the land of the Industry.

(e) Unless terminated as hereinabove provided this agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

This Agreement cancels and supersedes the one dated December 29, 1911, between the Railway and Fountain Inn Oil Mill Company, covering the last 75 feet of said sidetrack.

NOTE: Following changes made in this Agreement prior to execution of same:

Clause 2: Eliminated.

Clause 4: Paragraph (c) eliminated.

Clause 5: Paragraph (b), third line, the following words eliminated "not one of the parties hereto, nor assign this contract or any rights hereunder."

Clause 8: Paragraph (a); first line, the following words eliminated: "After the completion of said sidetrack". Paragraph (d), second line, the words "construction and" eliminated.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly signed, sealed and delivered the day and year first above written.