

COLUMBIA, NEWBERRY LAURENS R.R.
~~SEABOARD COAST LINE RAILROAD~~

FLORENCE DIVISION
 F.T. TRACE SERVING

KAISER AGRO-CULTURAL CHEMICAL CO.
 NEAR CLINTON, S.C.

SCALE: 1" = 100'

OFFICE OF DIVISION ENGINEER
 FLORENCE, S.C.

REV. 1-15-69 C.N. & L. 68.0
 REV. 5-27-70 L.M.B.

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THIS IS LEASE, Made this 3rd day of June, 1969, between the COLUMBIA, NEWBERRY AND LAURENS RAILROAD COMPANY, a corporation under the laws of the State of South Carolina, hereinafter referred to as the Lessor and KAISER AGRICULTURAL CHEMICALS, DIVISION OF KAISER ALUMINUM & CHEMICAL SALES, INC., a corporation under the laws of the State of Delaware,

hereinafter referred to (severally, if more than one) as Lessee:

WITNESSETH: That Lessor, for and in consideration of the rents or sums of money hereinafter agreed to be paid by Lessee and of the covenants upon the part of Lessee to be kept and performed as hereinafter expressed, hereby demises and leases unto Lessee for the purpose of a fertilizer distribution operation and constructing and maintaining the necessary structures therefor

all that certain parcel of land, owned by Lessor, at Clinton, South Carolina, described as follows, and referred to hereinafter as the premises:

Beginning at a point distant 150 feet westwardly, measured along the center line of Lessor's sidetrack serving Lessee from the point of switch at the junction of said sidetrack and Lessor's main track, which point of switch is distant 850 feet eastwardly, measured along the center line of said main track from Mile Post 68; said point also being distant 8 feet southwardly, measured at right angles or radially from the center line of said sidetrack; running thence northwestwardly concentric and/or parallel with the center line of said sidetrack approximately 170 feet; thence southwestwardly approximately 60 feet to the northern line of an existing paved highway; thence westwardly along said highway line 30 feet; thence northwardly at right angles from the preceding course 62 feet to a point 8 feet southwardly, measured at right angles or radially from the center line of said sidetrack; thence westwardly parallel to the center line of said sidetrack and prolongation thereof approximately 185 feet; thence northeastwardly 73 feet to the northern boundary line of Lessor's right of way, which right of way is 100 feet wide on each side of the center line of said main track; thence southeastwardly along said right of way line 290 feet; thence southwestwardly 67 feet to a point 6.5 feet northeastwardly, measured at right angles or radially from the center line of said sidetrack; thence southeastwardly concentric and/or parallel with the center line of said sidetrack 103 feet; thence southwestwardly 14.5 feet to the point of beginning; containing 0.49 of an acre, more or less, and being shown outlined in red on print of Lessor's Division Engineer's Drawing No. C.N.&L. 68.0, dated December 17, 1968, revised January 15, 1969, which print is attached hereto and made a part hereof; the above described premises include a road crossing over said main track at a point 513 feet southeastwardly, measured along the center line of said main track from said mile post as well as a portion of the right of way for said sidetrack at the southeastern end of said premises; the area of said road crossing and right of way for said sidetrack are not included in the area of said premises; said crossing to be used by Lessee, Lessee's employees, patrons and invitees. R

The lease hereby granted shall become effective February 1, 1969, and shall continue in effect until terminated by thirty (30) days' written notice from either party hereto to the other; it being expressly understood and agreed that either party may terminate this lease by giving such notice to the other with or without cause and regardless of performance or nonperformance of any covenants or agreements contained herein, and without regard to any loss or damage incurred by either party as a result of such termination or cancellation.

And Lessee hereby covenants and agrees in consideration thereof:

1: Lessee will not use the premises for any other purpose than that specified herein and will not assign this lease or any rights hereunder, nor suffer or permit any other person or corporation to use any part of the premises except with the consent in writing of the Lessor.

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2: Lessee will yield and pay unto Lessor the rent or sum of Sixty
..... Dollars (\$ 60.00) each and every year

or fractional part thereof, payable at the beginning of each and every year during which Lessee may occupy the premises (unearned rental to be refunded on termination as herein provided); and in the event of any street or sidewalk or other municipal improvements being made during this lease, Lessee will pay an additional rent equivalent to six per cent per annum on such cost of said improvements as may be assessed against the premises hereby leased.

3: Lessee will pay the full amount of any and all taxes—State, County, Municipal and Special and any penalties in connection therewith—levied or assessed on account of the improvements placed on the premises by Lessee or by Lessee's predecessors; all necessary payment, listing and other duties in connection with the taxation of said improvements to be performed by Lessee.

4: Lessee shall construct and maintain said structures, all roofing to be fireproof, 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 structures

to be painted and all of said premises to be kept in good condition, and in all respects satisfactory to Lessor, during the continuance of this lease.

5(a): Upon termination of this lease, Lessee shall vacate said premises and remove therefrom all buildings, structures, other improvements and contents thereof placed thereon by Lessee, or in which Lessee has any interest, and the debris from the removal thereof, and restore said premises to a condition satisfactory to Lessor, all to be completed not later than the date of said termination. Upon failure of Lessee to remove all such buildings, structures, other improvements or contents thereof from said premises upon said date of termination, all such buildings, structures, improvements and contents thereof are to be considered and treated as having been abandoned by Lessee, and upon option of Lessor the ownership of same is to be considered surrendered to Lessor.

(b): It is expressly understood and agreed that in the event of failure of Lessee to remove all such buildings, structures, other improvements or contents thereof placed thereon by Lessee, ownership of which, under the above option, did not pass to Lessor, and failure to restore said leased premises to a condition satisfactory to Lessor at the termination hereof, as provided in Article 5(a) herein, Lessor may remove all buildings, structures, improvements or contents and debris and restore said premises to the condition aforesaid at the cost and expense of Lessee, which cost and expense Lessee hereby agrees to pay to Lessor on demand.

6: 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, including attorneys' fees, accruing to Lessee or to any person or corporation against Lessor for the loss of or damage to said structures, their contents,

or any property placed upon or stored in said premises, as the result of fire, regardless of Lessor's negligence, howsoever resulting, except to the premises of Lessor and to rolling stock belonging to Lessor or to others, and to shipments in the course of transportation.

7(a): Lessee shall not erect or permit any obstruction over any track or tracks located upon or adjacent to the leased premises having a clearance of less than twenty-two (22) feet above the top of rail for the full width of the horizontal clearance hereinafter provided for, or parallel with said track or tracks within eight (8) feet of the center line thereof, with the necessary additional clearance on curves. All structures erected over any of such tracks shall be built and maintained in a manner satisfactory to Lessor. All wires suspended over any of such tracks shall be placed and maintained at the elevations and in accordance with the standards prescribed by the National Electric Safety Code.

(b): Notwithstanding any other provision herein contained, Lessee shall and does hereby expressly assume and agree to indemnify and hold harmless Lessor from and against all loss and damage, costs, expenses, including attorneys' fees, claims, suits and judgments whatsoever arising from or growing out of any injuries, loss or damage caused by or contributed to by the failure of Lessee, its employees, agents or licensees, (i) to comply with the provisions of this Article 7, or (ii) to keep the right of way of said tracks free and clear of all commodities, rubbish, trash or other objects which may be hazardous or dangerous to those engaged in the operation of the Railroad.

8: Lessee shall and does hereby assume and agree to indemnify and save harmless Lessor, its successors and assigns, from and against all loss, costs, expense, claims, suits and judgments, including attorneys' fees, whatsoever in connection with 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 use of the leased premises, whether such injury, death, loss, or damage results from any cause whatsoever;

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provided, however, that if any claim or liability other than from fire shall arise from the joint or concurring negligence of Lessor and Lessee it shall be borne by them equally.

9: It is expressly understood and agreed in connection with the 30-foot road crossing demised herein:

(a) Except for employees, patrons and invitees of Lessee, the Lessee will not allow any other person or persons to use the said crossing without the consent in writing of the Lessor;

(b) That said crossing shall be constructed and maintained at the cost and expense of Lessee, but in a manner and of material satisfactory to the Division Engineer of the Lessor;

(c) That the Lessee hereby assumes all responsibility for and relieves the Lessor, its successors and assigns, from any and all liability on account of injury to or death of persons or damage to property of whatsoever kind, including livestock, arising out of the use or maintenance of said crossing, and Lessee agrees to save harmless the Lessor from all claims, including attorneys' fees, arising out of any suit, resulting from such injury to or death of persons and damage to property.

10: Lessee agrees to pay to Lessor, in addition to all other considerations mentioned herein, the sum of \$95.00 to partially reimburse said Lessor for the cost of furnishing, installing and maintaining whistle posts and crossbuck signs at appropriate locations at said crossing.

11: Lessee will comply with any and all State, County, or City statutes, ordinances, rules or regulations which may be applicable to the premises hereby leased or to the use of such premises by Lessee; any expense incident thereto shall be borne by Lessee.

NOTE: The following changes were made in this agreement prior to the execution thereof:

Articles 9-11, inclusive: Added.

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IN WITNESS WHEREOF The parties hereto have executed this lease in duplicate the day and year first above written.

Witnesses for Lessor:

E. C. Adams
Ronald N. Jones

COLUMBIA, NEWBERRY AND LAURENS RAILROAD
COMPANY

By [Signature] (L.S.)
Vice President & General Manager

Witnesses for Lessee:

C. J. Ramsey
C. J. Ramsey
Mary E. Sammons
Mary E. Sammons

KAISER AGRICULTURAL CHEMICALS, DIVISION OF
KAISER ALUMINUM & CHEMICAL SALES, INC.

By F. R. McCauley (L.S.)
F. R. McCauley
Division Vice President

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ASSIGNMENT OF AGREEMENTS

FOR VALUE RECEIVED, CUSTOM CHURCH INTERIORS, INC., hereinafter referred to as "Assignor," does hereby assign, set over, and transfer, effective 11-30-89, to CHURCH FURNISHINGS CORPORATION, whose mailing address is P. O. Box 1435, Old Laurens Road, Clinton, South Carolina 29325, hereinafter referred to as "Assignee," all right, title and interest of Assignor in the leases, licenses or agreements with CSX Transportation, Inc., hereinafter referred to as "Lessor," listed on "Schedule A" attached hereto, covering the property or rights therein set forth, hereinafter referred to as "Agreements."

Assignor discharges Lessor from any and all past and present claims and obligations pursuant to said Agreements, to the Effective Date of this Assignment, and releases all future rights therein against Lessor.

Further, by this Assignment and Consent, Assignor is removed from all liability on the Agreements as of the Effective Date hereof, and Lessor shall have rights against Assignee only.

WITNESS the hand(s) and seal(s) of Assignor(s) as of the Effective Date above.

WITNESS(ES):

Virginia Ford
Jim M. Ford

ASSIGNOR: CUSTOM CHURCH INTERIORS, INC.

By *James H. Ford* (SEAL)
Title:

ACCEPTANCE BY ASSIGNEE

In consideration of the foregoing Assignment, ASSIGNEE hereby assumes and covenants and agrees to be bound by, carry out, perform, observe and abide by, all the terms, obligations and conditions of said Agreements arising as of the effective date hereof, as if an original party thereto with Assignor.

In consideration for this Assignment and Consent, ASSIGNEE agrees to pay LESSOR the lump sum of ONE HUNDRED AND FIFTY AND NO/100 U.S. DOLLARS (\$150.00) upon execution of the Assignment and Consent.

In further consideration for this Assignment and Consent, ASSIGNEE agrees that, in lieu of rentals or license fees set forth in each Agreement, the rentals or license fees thereunder shall be as also shown on "Schedule A", as of the Effective Date above.

All other provisions contained in each said Agreement shall remain as if republished herein.

WITNESS the hand(s) and seal(s) of Assignee(s) as of the Effective Date above.

WITNESS(ES):

ASSIGNEE: CHURCH FURNISHINGS CORPORATION

Marion Kennedy
Tim Heaton

By Jimmy E. Heaton (SEAL)
Title:

CONSENT TO ASSIGNMENT

In consideration of the above, LESSOR hereby consents and agrees to the foregoing Assignment of Agreements enumerated to Assignee, effective as of the date of transfer and assignment hereinabove provided.

This consent shall not be construed by any party hereto as a waiver or consent to any further or subsequent sublease, assignment or transfer of the rights, duties and/or obligations, in whole or in part, of said Agreements.

IN WITNESS WHEREOF, said LESSOR has caused these presents to be executed by its duly authorized officer, this 30th day of Sept, 1992.

WITNESS(ES):

CSX TRANSPORTATION, INC.

By D. E. Pugh
Director-Contracts
CSX Rail Transport

John D. Pugh
Bill WFA

SCHEDULE A

<u>AGREEMENT NUMBER</u>	<u>AGREEMENT DATE</u>	<u>TYPE OF AGREEMENT</u>	<u>LOCATION</u>	<u>FORMER RENTAL</u>	<u>NEW RENTAL</u>	<u>PAYABLE</u>
CSX 1824 (RE 83991)	7-8-86	Private Road Crossing	Clinton, SC	\$900.00	\$900.00	Annually
CSX 000011 (RE 83990)	7-3-86	Land	" "	\$75.00	\$75.00	Annually

Form 3523-Sheet 1

Revised July 1986

RE-83991

3RG0708861 20

CSX 1824

THIS AGREEMENT, Made and entered into this 8th day of July, 1986, by and between CSX TRANSPORTATION, INC., a Virginia corporation, hereinafter referred to as Licensor, and CUSTOM CHURCH INTERIORS, INC., a North Carolina corporation, whose mailing address is 7619 Shadowcrest Drive, Charlotte, North Carolina 28210, hereinafter referred to as Licensee.

WITNESSETH: That the Licensor, for and in consideration of the sum of One Dollar to it in hand paid by the Licensee, the receipt whereof is hereby acknowledged, and of the covenants and agreements to be kept and performed by the Licensee, as hereinafter expressed, hereby grants to the Licensee the right or license of maintaining a private road across the track or tracks and right of way, property of the Licensor, at or near CLINTON, SOUTH CAROLINA, said crossing being 30 feet in width, i.e., 15 feet wide on each side of a line which extends across said right of way in a northeast/southwest direction and intersects the center line of Licensor's main track at a point 513 feet southeastwardly measured along said center line from Milepost C-68, as shown in red on print of Drawing No. C-68, dated March 4, 1986, attached hereto and made a part hereof.

And the Licensee hereby covenants and agrees in consideration of said license:

1. Except for Licensee's employees and invitees, Licensee will not allow any other person or persons to use the said crossing without the consent in writing of the Licensor.

2. Said crossing (including the usual appurtenances such as approaches, roadway, curbs, gutters, shoulders, slopes, fills and cuts) shall be maintained at the cost and expense of the Licensee, but in a manner and of materials satisfactory to the Division Engineer of the Licensor, and said construction and maintenance shall be performed at such times and in such manner as not to interfere with the movement of Licensor's trains; it being expressly understood and agreed that, however, all work to be performed on the portion of said crossing between the rails of said track(s) and for two feet on the outside of each rail thereof shall be accomplished by Licensor, but at the entire cost and expense of Licensee.

3. Licensee will furnish, place and maintain at Licensee's expense and in a manner satisfactory to said Engineer, necessary drainage pipe underneath said crossing on each side of said track or tracks to take care of drainage of the roadbed and/or right of way of the Licensor.

4(a). Licensee, for and in consideration of the privileges and benefits granted by the Licensor, and of the benefits flowing therefrom unto the Licensee, hereby assumes all responsibility for and relieves the Licensor, its successors and assigns, from any and all liability or expense on account of injury to or death of any person or persons or damage to property of whatsoever kind, including personal injury (including death) or property damage suffered by Licensor or its employees, arising out of the use or maintenance of said crossing and Licensee agrees to save harmless the Licensor, its successors and assigns, from all claims, including attorneys' fees, arising out of any suit, resulting from such injury to or death of any person or persons and damage to property.

Form 3523-Sheet 2
Revised July 1986

(b). All obligations of the licensee under this agreement to release, indemnify and hold harmless the Licensor shall also extend to officers, agents and employees of the Licensor, and to companies and other legal entities that control, are controlled by, are subsidiaries of, or are affiliated with, the Licensor, their respective officers, agents and employees.

5. Licensee will vacate said premises and remove said crossing therefrom at any time at the will of the Licensor, upon thirty (30) days' written notice given to the Licensee, and restore, under supervision of the Licensor, the said track or tracks and right of way to their original condition, but at the expense of the Licensee, or in default thereof, Licensor may perform such work at the sole cost and expense of Licensee; it being expressly understood and agreed that, however, all work to be performed in removing the portion of said crossing between the rails of said track(s) and for two (2) feet on the outside of each rail thereof shall be accomplished by Licensor, but at the entire cost and expense of Licensee. G

6. In consideration of the risks, costs, and expenses incurred by Licensor in granting this license, Licensee agrees with Licensor that effective September 1, 1986, the Licensee shall, during the tenure of this agreement, pay to the Licensor, in advance, a fee of \$900.00 per annum, plus sales tax if applicable. Included in such payment is reimbursement to Licensor of all costs incurred in maintaining that portion of said crossing between the rails of said track or tracks and two feet on the outside of each rail thereof. It is distinctly understood and agreed that Licensor reserves the right to increase such fee annually in proportion to the increase in Engineering News Record Cost Index for Heavy Construction issued in December preceding each anniversary date of this agreement over such Index issued in the preceding December. Upon termination of this agreement, the portion of such fee applicable to the period from the effective date of termination to the subsequent anniversary date of this agreement shall be refunded to the Licensee.

7. Licensee will, at Licensee's expense and in a manner satisfactory to said Division Engineer, keep all vegetation within the areas outlined in red on said print attached hereto and identified thereon as sight clearance areas cut to a height not exceeding two (2) feet above ground level.

8(a). It is expressly understood and agreed that if, during the continuance of this agreement, the Licensor, or any public entity, should determine that safety requires grade crossing traffic control devices other than that afforded by stop signs, such as watchman, gates or flashing light signals, Licensor will not be called upon or required to bear the cost or any part of the cost of furnishing, installing or maintaining any such protection; it is further understood and agreed that any such additional crossing protection will be installed without expense to Licensor, and that before providing any such additional crossing protection, Licensee will first obtain approval in writing from Licensor with respect to location and type of protective facility.

(b). In the event flashing light signals are installed at said crossing as set out in the preceding paragraph, it is expressly understood and agreed that, notwithstanding the provisions of Article 5 hereof, this agreement shall remain in full force and effect so long as the remaining

Form 3523-Sheet 3
Revised July 1986

covenants and agreements set forth herein are kept and performed by Licensee, and if Licensee fails to keep and perform any of such covenants, terms or conditions, then the Licensor reserves the right to terminate this agreement upon thirty (30) days' notice to Licensee. On termination of this agreement, Licensee will, at Licensee's expense, remove said crossing and restore, under supervision of Licensor, the premises to their original condition, if required by Licensor.

(c). After said signals have been placed in service, Licensor will operate and maintain said signals at the expense of Licensee. Rates for signal maintenance will be reviewed periodically, if rate should change, the amount billed will be revised accordingly. In addition to the signal maintenance expense to be borne by Licensee, the Licensee will be obligated, within sixty (60) days after receipt of itemized bill from Licensor to (i) reimburse Licensor for the cost of upgrading said signals to prevent obsolescence and (ii) reimburse Licensor for the cost of repairing, or replacing, said signals as a result of damages thereto, howsoever resulting.

9(a). During the continuance of this agreement, the Licensee will furnish the Licensor a Certificate of Insurance showing that the Licensee carries liability insurance applicable to this agreement (evidencing said applicability by a contractual liability endorsement stating that the insurance is applicable to the obligations assumed by the Licensee under the agreement with Licensor) in the amount of \$2,000,000.00 for all personal injuries, death, or property damage, per occurrence arising during the policy period.

(b). The Licensee shall furnish certificates of insurance evidencing the above coverage and the form of the policy (or policies), the carrier and the amount of the coverage shall be subject to the prior approval of the Licensor. Such insurance shall contain a contractual liability endorsement which will cover the obligations assumed under this agreement and such other endorsement or endorsements as, in the opinion of counsel for the Licensor, may be necessary or advisable to fully protect and indemnify the Licensor. In addition, such insurance shall contain notification provisions whereby the insurance company agrees to give thirty (30) days' notice to the Licensor of any change or cancellation of the policy. All of these endorsements and notice provisions shall be stated on the certificate of insurance which is to be provided to the Licensor.

(c). It is understood and agreed that the liability assumed by the Licensee in this agreement shall not be limited to the insurance coverage stipulated herein.

(d). In the event said insurance is cancelled, or is allowed to lapse, said crossing shall be subject to immediate removal by Licensor without Licensor being required to notify Licensee in advance of such removal; in such event, the entire expense borne by Licensor for removing said crossing shall be paid for by Licensee.

10. In the event Licensor's use of its right of way (e.g., additional track construction, installation of communication facilities, etc.) shall hereafter make necessary any change in the private road as it crosses Licensor's right of way, Licensee shall be obligated to bear all costs of making and maintaining adjustments to said private road which are deemed necessary by Licensor's Division Engineer.

Form 3523-Sheet 4
Revised July 1986

11. Licensee shall, at its expense and in a manner in all respects satisfactory to said Division Engineer, construct and maintain a lock-type barricade(s) across said crossing; Licensee agrees that said barricade(s) shall be closed and locked at all time except when said crossing is actually being utilized by authorized parties.

12. The term "Licensee" whenever appearing in this instrument shall mean the singular and/or plural, as the case may be, and shall also include the successors, heirs, and assigns of the Licensee.

13. This agreement supersedes the one dated June 3, 1969, as supplemented, between the former Columbia, Newberry and Laurens Railroad Company, now CSX Transportation, Inc., and Kaiser Agriculture Chemicals, Division of Kaiser Aluminum & Chemical Sales, Inc., covering lease of certain land space and the private road crossing described herein, which agreement is being terminated by Licensor simultaneously with the execution hereof (Contract No. CN&L 442).

IN WITNESS WHEREOF the parties hereto have executed this agreement in duplicate the day and year first above written.

Witnesses for Licensor:

CSX TRANSPORTATION, INC.:

R. N. Grove

By P. M. Stah (L.S.)

John E. Fegor

Witnesses for Licensee:

CUSTOM CHURCH INTERIORS, INC.:

Joyce M. Church

By James Henry Ford (L.S.)
President

A. M. Bell

Railroad Use Only: Number of trains per day _____ Speed _____

7459 S3D



SEABOARD SYSTEM RAILROAD

APPLICATION FOR PRIVATE ROAD CROSSING

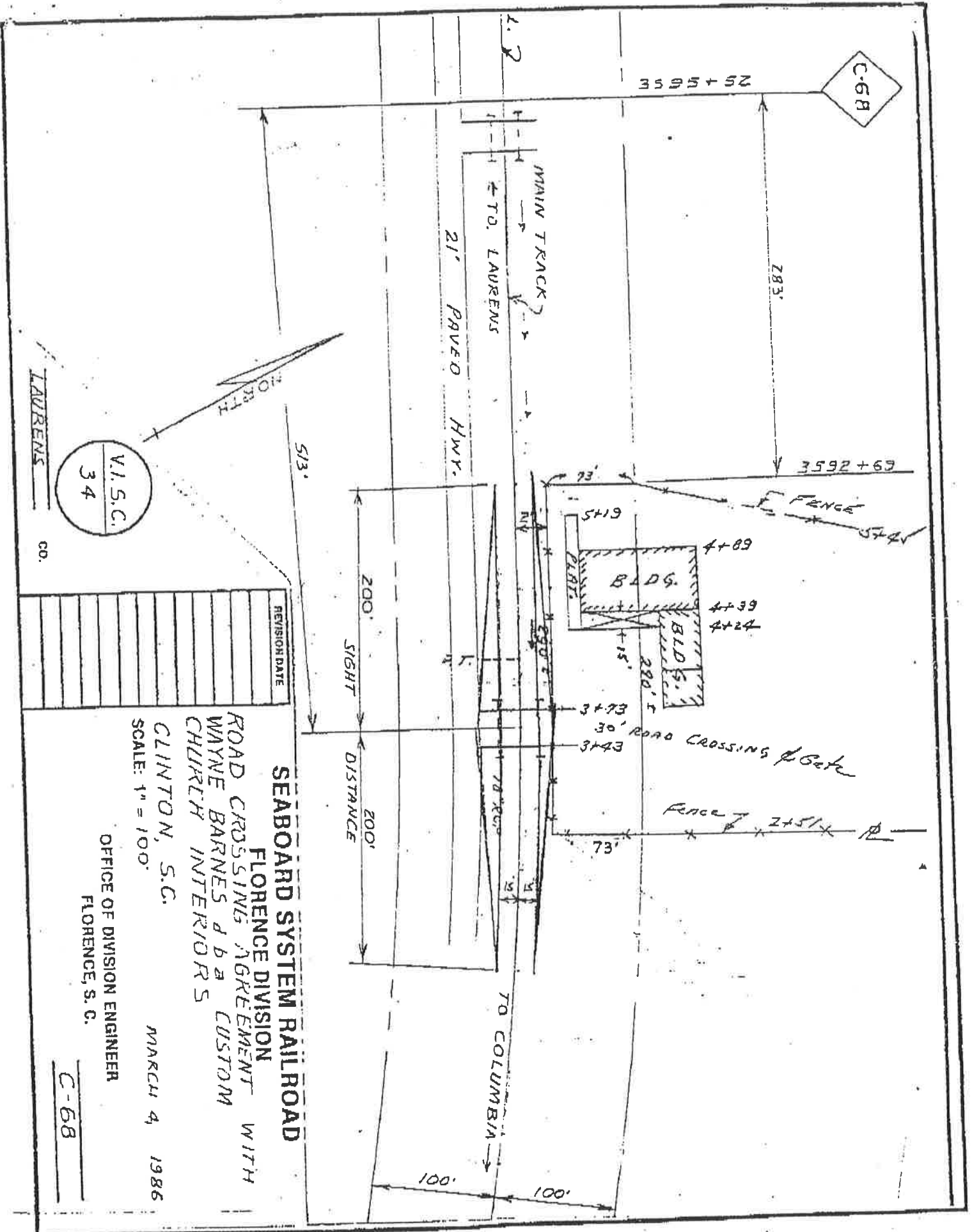
1. Name of Applicant CUSTOM CHURCH INTERIORS INC. Individual ☐ Business ☒
 Address 7619 SHADWICKS DR City CHARLOTTE State NC
 Zip 28210 Telephone: Area Code 704 No. 525-6576
2. If incorporated, name state NC 3. Width desired _____
4. Location of proposed crossing 513 feet 5 from Mile Post CN4L-68
 Val. Sta. _____
- Nearest Station (City) CLINTON County _____ State S.C.
5. If partnership, full name and address of all partners _____
6. Must wires or other obstructions be raised for clearance? NO
7. State need for crossing, including frequency of use Provide
Access to operations
8. Is other access available? NO If property recently purchased, why was access not obtained from seller? _____
9. Applicant must furnish map or sketch indicating the above, as well as distance to nearest crossing on each side of proposed new crossing; also any drainage pipes to be placed in Railroad's ditches.
10. Is track in cut or fill; if so what height? _____ No. of tracks to be crossed _____ Is track on curve or tangent? _____
11. This application must be accompanied by a check in the amount of \$200. made payable to Seaboard System Railroad, Inc. of which \$100. is to partially reimburse Railroad for processing application and is non-refundable. The remaining \$100. covers fee for Blanket Railroad Protective Insurance policy during the construction period. This fee is refundable should the application be declined, however, neither fee carries implied approval of the application. This fee does not cover a continuous Railroad Protective policy fee as required after installing the crossing and during the life of same. \$100

DOT/AAR INVENTORY NUMBER ASSIGNED

In making this application, I understand that if crossing is granted, all work will be at my expense and all work within the track area and on Railroad wire lines must be performed by Railroad forces, and I further agree to assume all liability for accidents or injuries which arise as a result of the installation. I understand that I must furnish to Seaboard System a Certificate of General and Contractual Liability Insurance on an annual basis for the life of the crossing, as explained in the attached insurance requirements. It is further understood that I will be furnished estimates for this work and must make deposit to cover and execute standard crossing agreement prior to any work being performed. I will be responsible for all approaches, drainage, and sight distances with work to be performed to the approval of the Railroad's Division Engineer. Future maintenance will be at my expense and I understand that an annual maintenance fee will be billed from head of tie to head of tie based of approximately 1/10 of the estimated costs of initial installation or a minimum of \$250.00 per year, whichever is greater, which charge is subject to yearly review. It is also understood that I will be responsible for other fixed costs involving continuous Railroad Protective Insurance and these costs will be a minimum of \$30. per year and maximum of \$200. per year. In the event automatic traffic control devices are require, they will be installed and maintained at my expense.

NOTE POLICY STATEMENT ON BACK

Signed James H. FordDate June 15, 1986



SEABOARD SYSTEM RAILROAD

FLORENCE DIVISION

**ROAD CROSSING AGREEMENT WITH
WAYNE BARNES dba CUSTOM
CHURCH INTERIORS**

CLINTON, S.C.

SCALE: 1" = 100'

MARCH 4, 1986

OFFICE OF DIVISION ENGINEER

FLORENCE, S. C.

C-68

Form 3514-B Sheet 1
Revised July 1986
RE-83990-CI
12AW0702861 25

CSX //

THIS LEASE, Made this 3rd day of July, 1986, between CSX TRANSPORTATION, INC., a Virginia corporation, hereinafter referred to as Lessor, and CUSTOM CHURCH INTERIORS, INC, a North Carolina corporation, whose mailing address is 6109 Storehouse Road, Charlotte, North Carolina, 28212, hereinafter referred to (severally, if more than one) as Lessee:

WITNESSETH: That Lessor, for and in consideration of the rents or sums of money hereinafter agreed to be paid by Lessee and of the covenants upon the part of Lessee to be kept and performed as hereinafter expressed, hereby demises and leases unto Lessee for the purpose of LOCATION FOR LESSEE'S PLATFORM AND A PORTION OF LESSEE'S BUILDING, AND FOR USE IN CONNECTION WITH LESSEE'S OPERATIONS, all that certain land, owned by Lessor, at or near CLINTON, LAURENS COUNTY, SOUTH CAROLINA, described as follows, and referred to hereinafter as the premises:

That certain 0.49-acre, more or less, parcel of land as particularly shown outlined in red on print of Lessor's Drawing No. C-68, dated March 4, 1986, attached hereto and made a part hereof; TOGETHER WITH, the right and privilege to enclose said premises with a fence as indicated on said print.

Lessee hereby affirms that it has acquired ownership of all the existing structures and improvements on the leased premises from Kaiser Aluminium & Chemical Sales, Inc.

The lease hereby granted shall become effective June 15, 1986, and shall continue in effect until terminated by thirty (30) days' written notice from either party hereto to the other; it being expressly understood and agreed that either party may terminate this lease by giving such notice to the other with or without cause and regardless of performance or nonperformance of any covenants or agreements contained herein and regardless of rental having been paid in advance for any annual, semi-annual or other period, and without regard to any loss or damage incurred by either party as a result of such termination or cancellation.

And Lessee hereby covenants and agrees in consideration thereof:

1. Lessee will not use the premises for any other purpose than that specified herein and will not assign this lease or any rights hereunder, nor suffer or permit any other person or corporation to use any part of the premises except with the consent in writing of the Lessor.

2. Commencing as of the aforementioned effective date, Lessee will yield and pay unto Lessor the rent or sum of SEVENTY-FIVE DOLLARS (\$75.00), plus sales tax if applicable, each and every YEAR or fractional part thereof, payable at the beginning of each and every YEAR during which Lessee may occupy the premises (unearned rental to be refunded on termination as herein provided); and in the event of any street or sidewalk or other municipal improvements being made during this lease, Lessee will pay an additional rent equivalent to twelve and one-half percent (12½%) per annum on such cost of said improvements as may be assessed against the premises hereby leased.

Form 3514-B Sheet 2
Revised July 1986

CSX 11

3. Lessee will pay the full amount of any and all taxes - State, County, Municipal and Special, and any penalties in connection therewith - levied or assessed on account of the improvements placed on the premises by Lessee or by Lessee's predecessors; all necessary payment, listing and other duties in connection with the taxation of said improvements to be performed by Lessee; it being understood and agreed that if the taxes on said improvements are levied against and paid by Lessor, Lessee upon receipt of bill from Lessor will promptly reimburse Lessor for the full amount thereof. N.

4. Lessee shall maintain said STRUCTURES in a good, substantial and workmanlike manner and shall comply with any and all applicable building or construction codes. Lessee shall provide Lessor with plans and specifications for any structures or items mentioned herein which are to be placed on the demised premises. Lessee further agrees to keep said demised premises in good condition (properly mowed when applicable) during the continuance of this lease.

5(a). Upon termination of this lease, Lessee shall vacate said premises and remove therefrom all buildings, structures, other improvements and contents thereof placed thereon by Lessee, or which were located thereon as of the first day of this lease, other than buildings, structures, other improvements and appurtenances owned by Lessor. Lessee shall remove all debris resulting from such removal of buildings, structures, other improvements and contents thereof and shall clear and restore said premises to a condition satisfactory to the Division Engineer of Lessor, all to be completed not later than the date of such termination. Upon failure of Lessee to remove all such buildings, structures, other improvements or contents thereof from said premises upon said date of termination, all such buildings, structures, improvements and contents thereof are, at the option of the Lessor, to be considered and treated as having been abandoned by Lessee, and upon the written exercise of the option by the Lessor the ownership of same is to be considered surrendered to Lessor.

(b). It is expressly understood and agreed that in the event of failure of Lessee to remove all such buildings, structures, other improvements or contents thereof, ownership of which, under the above option, did not pass to Lessor, and failure to restore said leased premises to a condition satisfactory to the said Division Engineer at the termination hereof, as provided in Article 5(a) herein, Lessor may remove all buildings, structures, improvements or contents and debris and restore said premises to the condition aforesaid at the cost and expense of Lessee; which cost and expense Lessee hereby agrees to pay to Lessor on demand.

6. 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, including attorneys' fees, accruing to Lessee or to any person or corporation against Lessor for the loss of or damage to said STRUCTURES, THEIR CONTENTS, VEHICLES, or any property placed upon or stored in said premises, as the result of fire, regardless of Lessor's negligence, howsoever resulting, except to the premises of Lessor and to rolling stock belonging to Lessor or to others, and to shipments in the course of transportation.

7(a). Lessee shall not erect or permit any obstruction over any track or tracks located upon or adjacent to the leased premises having a clearance

Form 3514-B Sheet 3
Revised July 1986

CSX //

of less than twenty-two (22) feet above the top of rail for the full width of the horizontal clearance hereinafter provided for, or parallel with said track or tracks within eight (8) feet of the center line thereof, with the necessary additional clearance on curves. All structures erected over any of such tracks shall be built and maintained in a manner satisfactory to the Chief Engineer or other proper officer of Lessor. All wires suspended over any of such tracks shall be placed and maintained at the elevations and in accordance with the standards prescribed by the National Electric Safety Code. W

(b). Notwithstanding any other provision herein contained, Lessee shall and does hereby expressly assume and agree to indemnify and hold harmless Lessor from and against all loss and damage, costs, expenses, including attorneys' fees, claims, suits and judgments whatsoever arising from or growing out of any injuries, loss or damage caused by or contributed to by the failure of Lessee, its employees, agents or licensees, (i) to comply with the provisions of this Article 7, or (ii) to keep the right of way of said tracks free and clear of all commodities, rubbish, trash or other objects which may be hazardous or dangerous to those engaged in the operation of the Railroad.

(c). Notwithstanding any other provision herein contained, it is further understood that the leased land is in close proximity to Lessor's trackage, and so involves the possibility of hazard to persons and property on the leased land resulting from the operation of Lessor's Railroad. In recognition of this, Lessee hereby agrees to release, indemnify and hold harmless Lessor, its officers, agents, and employees, from and against any and all claims for personal injury, death, or property damage involving persons and property upon the leased land and resulting from or growing out of accidents to, or derailments of, trains, engines or cars of Lessor upon its tracks, or resulting from objects falling from trains, regardless of the cause of such accidents, derailments or falling objects.

8(a). Lessee shall and does hereby assume and agree to indemnify and save harmless Lessor, its successors and assigns, from and against all loss, costs, expense, claims, suits and judgments, including attorneys' fees, whatsoever in connection with 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 use of the leased premises, whether such injury, death, loss or damage results from any cause whatsoever; and whether such injury, death, loss or damage results from the negligence of Lessor, its agents or otherwise. *

(b). Any provision herein to the contrary notwithstanding, Lessee agrees to indemnify and hold harmless Lessor from all claims, costs and expenses (including attorneys' fees) as a consequence of any incident resulting in the pollution of air, water, land and/or ground water arising from or in connection with the grant of this lease or any supplements thereto regardless of the location or proximity of such pollution to the demised premises; and for any claim or liability arising under federal or state law dealing with the pollution of air, water, land and/or ground water.

9. Lessee shall and does hereby assume and agree to indemnify and save harmless Lessor, its successors and assigns, from and against all loss, costs, expense, claims, suits and judgments, including attorneys' fees, whatsoever in connection with injury to or death of any person or persons, or

Form 3514-B Sheet 4
Revised July 1986

CSX 11

loss of or damage to property caused by or in any way connected with Lessee's use of Lessor's adjoining premises for purposes of ingress and egress, parking, storage, loading and unloading of materials and supplies, or any other use. Lessor shall have the right at any time to restrict the use of the adjoining premises by Lessee to that of ingress and egress, and Lessee shall immediately cease any other use of Lessor's adjoining premises inconsistent with ingress and egress. W.

10. Lessee will comply with any and all federal, state, county or city statutes, ordinances, rules or regulations which may be applicable to the premises hereby leased or to the use of such premises by Lessee; any expense incident thereto shall be borne by Lessee.

11. All obligations of the Lessee under this agreement to release, indemnify and hold harmless the Lessor shall also extend to officers, agents and employees of the Lessor, and to companies and other legal entities that control, are controlled by, are subsidiaries of, or are affiliated with, the Lessor, their respective officers, agents and employees.

IN WITNESS WHEREOF the parties hereto have executed this lease in duplicate the day and year first above written.

Witnesses for Lessor:

CSX TRANSPORTATION, INC.:

A. M. WoodropBy Paul H. Huffman (L.S.)
Paul H. Huffman

Director of Real Estate Administration

B. L. Johnson

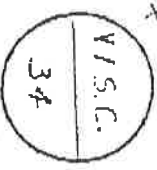
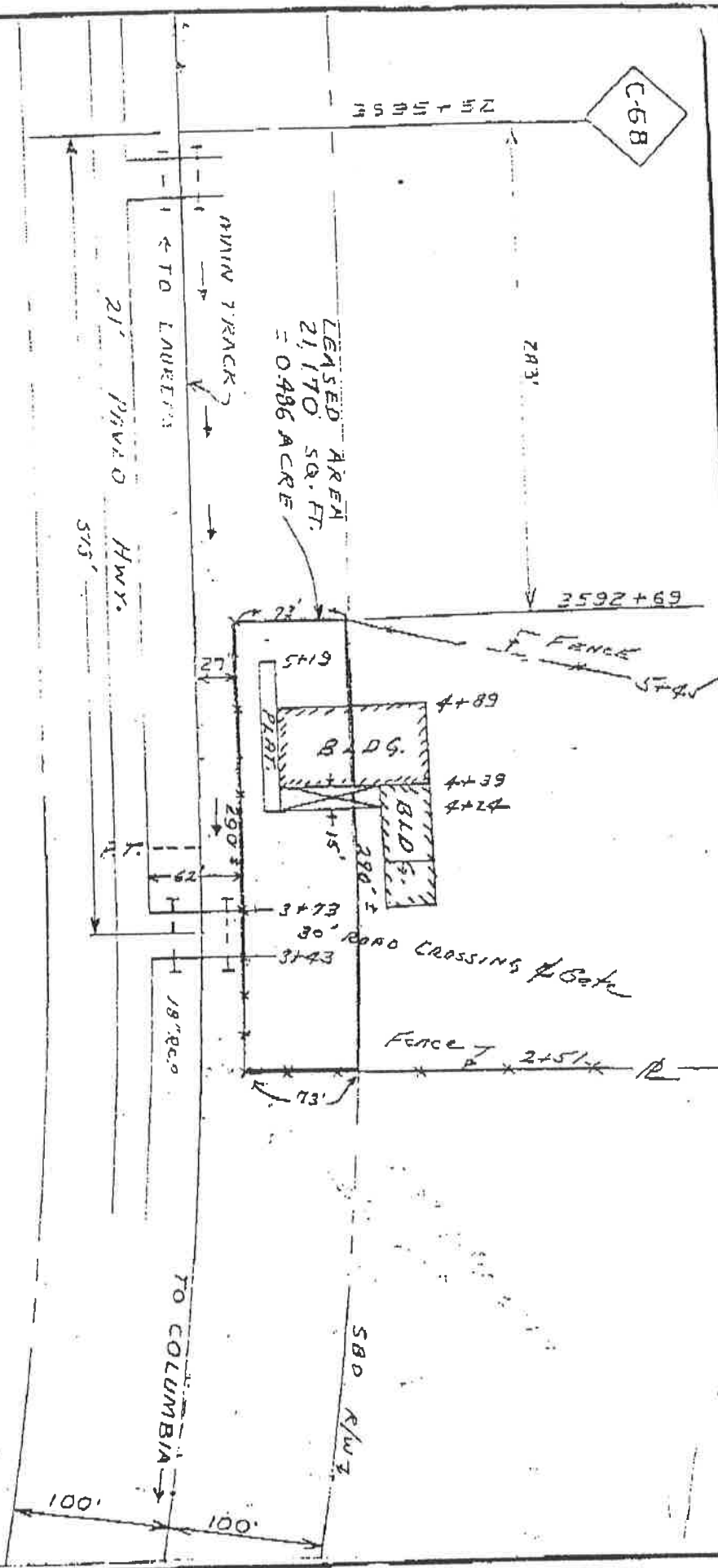
Witnesses for Lessee:

CUSTOM CHURCH INTERIORS, INC.:

James H. FieldBy James H. Field (L.S.)

James H. Field, President

John A. Johnson



LAURENS CO.

SEABOARD SYSTEM RAILROAD

FLORENCE DIVISION

LAND LEASED TO WAYNE BARNES,
d/b/a CUSTOM CHURCH INTERIORS

CLINTON, S.C.

SCALE: 1" = 100'

MARCH 4, 1986

OFFICE OF DIVISION ENGINEER

FLORENCE, S.C.

C-68

ACCEPTANCE BY ASSIGNEE

In consideration of the foregoing Assignment, ASSIGNEE hereby assumes and covenants and agrees to be bound by, carry out, perform, observe and abide by, all the terms, obligations and conditions of said Agreements arising as of the effective date hereof, as if an original party thereto with Assignor.

In consideration for this Assignment and Consent, ASSIGNEE agrees to pay LESSOR the lump sum of ONE HUNDRED AND FIFTY AND NO/100 U.S. DOLLARS (\$150.00) upon execution of the Assignment and Consent.

In further consideration for this Assignment and Consent, ASSIGNEE agrees that, in lieu of rentals or license fees set forth in each Agreement, the rentals or license fees thereunder shall be as also shown on "Schedule A", as of the Effective Date above.

All other provisions contained in each said Agreement shall remain as if republished herein.

WITNESS the hand(s) and seal(s) of Assignee(s) as of the Effective Date above.

WITNESS(ES):

ASSIGNEE: CHURCH FURNISHINGS CORPORATION

Marion Kennedy
Jim Heaton

By Jim E. Heaton (SEAL)
Title:

CONSENT TO ASSIGNMENT

In consideration of the above, LESSOR hereby consents and agrees to the foregoing Assignment of Agreements enumerated to Assignee, effective as of the date of transfer and assignment hereinabove provided.

This consent shall not be construed by any party hereto as a waiver or consent to any further or subsequent sublease, assignment or transfer of the rights, duties and/or obligations, in whole or in part, of said Agreements.

IN WITNESS WHEREOF, said LESSOR has caused these presents to be executed by its duly authorized officer, this ____ day of _____, 19____.

WITNESS(ES):

CSX TRANSPORTATION, INC.

By _____
Director-Contracts
CSX Rail Transport

SCHEDULE A

<u>AGREEMENT NUMBER</u>	<u>AGREEMENT DATE</u>	<u>TYPE OF AGREEMENT</u>	<u>LOCATION</u>	<u>FORMER RENTAL</u>	<u>NEW RENTAL</u>	<u>PAYABLE</u>
CSX 1824 (RE 83991)	7-8-86	Private Road Crossing	Clinton, SC	\$900.00	\$900.00	Annually
CSX 000011 (RE 83990)	7-3-86	Land	" "	\$75.00	\$75.00	Annually

ASSIGNMENT OF AGREEMENTS

FOR VALUE RECEIVED, CUSTOM CHURCH INTERIORS, INC., hereinafter referred to as "Assignor," does hereby assign, set over, and transfer, effective 11-30-89, to CHURCH FURNISHINGS CORPORATION, whose mailing address is P. O. Box 1435, Old Laurens Road, Clinton, South Carolina 29325, hereinafter referred to as "Assignee," all right, title and interest of Assignor in the leases, licenses or agreements with CSX Transportation, Inc., hereinafter referred to as "Lessor," listed on "Schedule A" attached hereto, covering the property or rights therein set forth, hereinafter referred to as "Agreements."

Assignor discharges Lessor from any and all past and present claims and obligations pursuant to said Agreements, to the Effective Date of this Assignment, and releases all future rights therein against Lessor.

Further, by this Assignment and Consent, Assignor is removed from all liability on the Agreements as of the Effective Date hereof, and Lessor shall have rights against Assignee only.

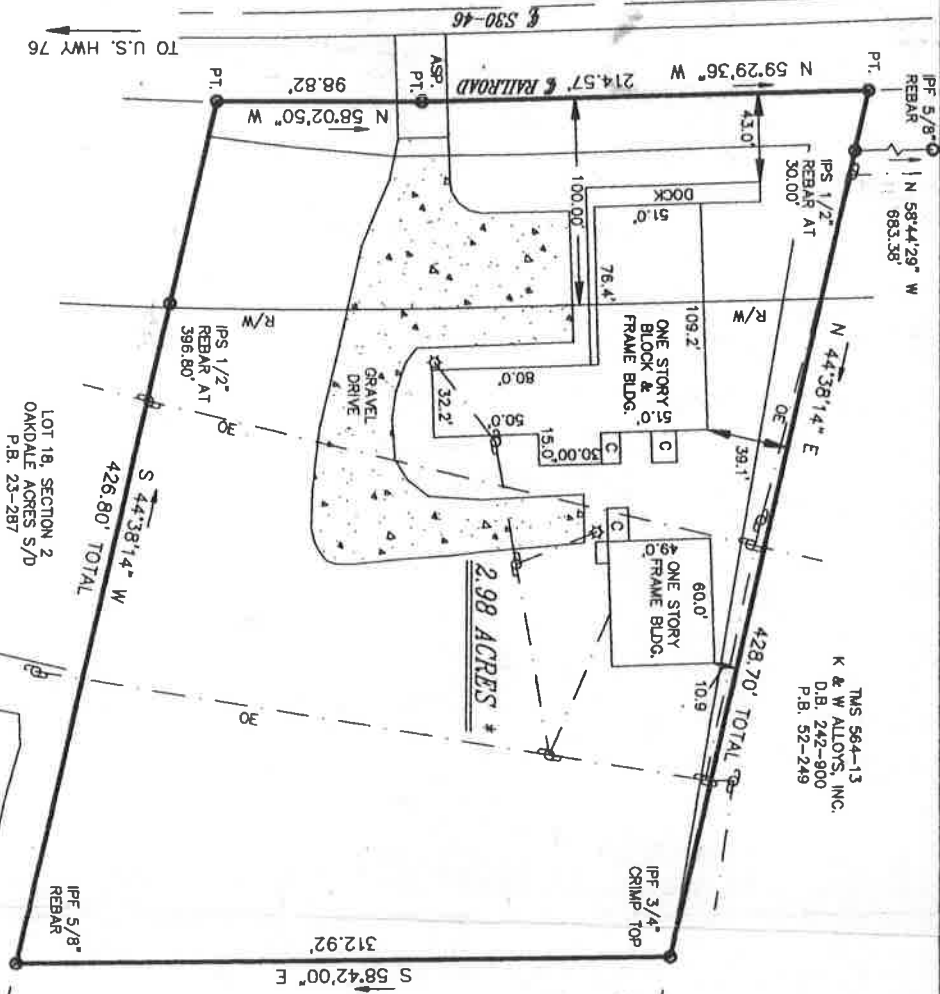
WITNESS the hand(s) and seal(s) of Assignor(s) as of the Effective Date above.

WITNESS(ES):

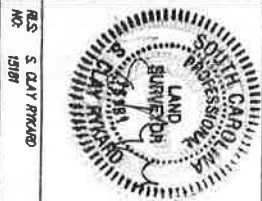
Virginia Ford
Jim M. Ford

ASSIGNOR: CUSTOM CHURCH INTERIORS, INC.

By James H. Ford (SEAL)
Title:



GRAPHIC SCALE



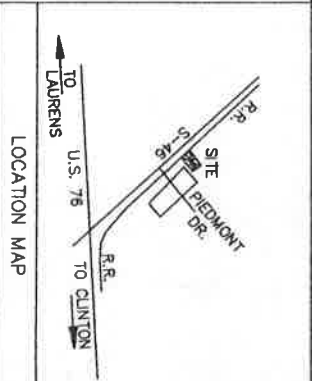
STATE OF SOUTH CAROLINA
LAURENS COUNTY
SURVEY FOR
CHURCH FURNISHINGS
CORPORATION

REPLAT BOOK	25-104
TAX MAP	564-11
PARTY CHET	SCR
DATE	10-5-85
DRAWN	L. 15108

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

THIS PROPERTY IS NOT LOCATED IN A DESIGNATED FLOOD HAZARD AREA.

*NOTE: ACREAGE INCLUDES TO CENTER LINE OF RAILROAD AND ANY AND ALL POWERLINE R/W's.



LOT 4, SECTION 2
OAKDALE ACRES S/O
P.B. 23-287
P.B. 63-584

TMS 564-13
K & W ALLOYS, INC.
D.B. 242-900
P.B. 52-249



500 Water Street J180
Jacksonville, FL 32202
FAX (904) 359-3665

Karen E. Mohler
Director, Contract Administration

March 31, 2003
Agreement No.: CSX001824

CHURCH FURNISHINGS CORP
P O BOX 1435
CLINTON, SC 29325 1435

Dear Sir/Madam:

Reference is made to the Agreement Number CSX001824 covering a/an private road crossing CSX Track(s) and/or property. Our records indicate that your agreement, referenced above, is currently increased annually by an Engineering News Record Index. CSX currently uses and index of Consumer Price Index-Urban Wage Earners & Clerical Workers Base Year 1984 and is calculated as follows:

"Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (1982-84=100) specified for All Items - United States compiled by the Bureau of Labor Statistics of the United States Department of Labor" ("CPI"). This CPI increase is usually about 2-3%. The adjustment shall be calculated as follows:

Current Price Index

----- X Fee = Adjusted Fee


Base Price Index

- * Effective CPI in the fourth month prior to the anniversary date of the fee.
- ** Effective CPI at the time of the effective date of the fee.

CSX would like to update your billing index the CPI above. Your current billing index has had an increase of 28% over the past 10 years, over the same time CPI index has been 23%. All other terms and conditions of the agreement shall remain in full force and effect. If you are agreeable to this change, please sign and date below and return to the address above to my attention.

This amendment is not a present notice or request for payment. Should you have any questions regarding this change, please fax your inquiry to (904) 359-3665, keeping all correspondence for your agreement in writing.

Sincerely,


Karen E. Mohler

Acknowledged and accepted, April 7, 2003 (date)

By: Jimmie E. Heaton (L.S.)

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: Jimmie E. Heaton

Print/Type Title: Corp. Sec.

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, Made as of March 2, 2004, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Lessor," and CHURCH FURNISHINGS CORP, whose mailing address is P O BOX 1435, CLINTON, SC, 29325 1435, hereinafter called "Lessee," WITNESSETH:

This Supplemental Agreement, effective March 2, 2004, will serve to amend Agreement, dated July 3, 1986, between Lessor and Lessee, covering usage of land, at Clinton, Laurens County, SC, by including:

The term "lease" used herein, shall mean with regard to any portion of the Premises which is owned by Lessor in fee simple absolute, or where the applicable law of the State where the Premises is located otherwise permits Lessor to make such grants to Lessee, as "a leasehold" of the Premises. With regard to any other portion of Premises occupied, used or controlled by Lessor under any other facts or rights, Lessor merely waives its exclusive right to occupy the Premises and grants no other rights whatsoever under this Lease, such waiver continuing only so long as Lessor continues its own occupation, use or control. Lessor does not warrant or guarantee that the lease granted hereunder provides Lessee with all of the rights necessary to occupy any portion of the Premises. Lessee further acknowledges that it does not have the right to occupy any portion of the Premises held by Lessor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Lessee shall not obtain, exercise or claim any interest in the Premises that would impair Lessor's existing rights therein.

Except as provided in this Supplemental Agreement, all other terms and conditions of the Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly signed, sealed and delivered in duplicate.

CSX TRANSPORTATION, INC.:

CHURCH FURNISHINGS CORP

By: _____

By: _____

Print/Type Name: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Title: _____

Print/Type Name: _____

Print/Type Title: _____

Tax ID Number: _____

Contact Phone: _____

WILL HAVE TO BE SIGNED BY NEW OWNER

AGREEMENT NO. 843511N

PRIVATE CROSSING AGREEMENT

This Private Crossing Agreement (the "Agreement"), made and effective as of _____, 20____, by and between CSX Transportation, Inc., a Virginia corporation whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and Church Furnishings Corporation, a South Carolina corporation, whose mailing address is PO Box 1435, Clinton, South Carolina, hereinafter called "Licensee," WITNESSETH:

Licensor, subject to the limitations herein, for and in consideration of the fee(s) to be paid by Licensee and of the covenants, terms, conditions and agreements herein to be kept and performed by Licensee, hereby grants to Licensee the right or license to construct, use and maintain an at-grade private road across the tracks and property owned or controlled by Licensor at or near Torrington Road, Laurens County, Clinton, Florence Division, C N AND L Subdivision, DOT INV No.843511N, (the "Crossing"), being 24 feet wide, the center line of which extends across said right-of-way and intersects the center line of Licensor's 1 track(s), at Latitude 34.478949, Longitude -81.91907, Milepost approximately C 67.91.

1. DEFINITIONS:

1.1 The term "Licensee" herein shall include the undersigned corporation, association, partnership, governmental body or individual, as the case may be. The term "Licensee" shall also include Licensee's agents, employees, servants, sublicensees and invitees. All words herein referring to Licensee shall be taken to be of such number and gender as the context may require.

1.2 The term "Licensor" herein shall include any other company or companies whose property at the aforesaid location may be leased or operated by the undersigned Licensor, and any parent, subsidiary or affiliated system companies of Licensor and the servants, agents or employees of each.

1.3 The term "satisfactory" or "satisfaction" herein shall mean approval by Licensor's Division Engineer or his designated representative, usually Licensor's local Engineer.

1.4 The term "Crossing" herein shall include track crossings, approaches, roadways, drainage facilities, warning devices, signal and wire lines, gates, barricades, signs, appliances and ancillary facilities.

1.5 If this Agreement covers more than one crossing or more than one track, the terms "Crossing" and "track" herein shall be construed respectively as including any one or all of said crossings or tracks, as the context may require.

1.6 "Maintenance" shall include keeping all vegetation, to the extent possible, within the area(s) known as "Sight Clearance Area(s)," as shown on attached Exhibit "A-40", cut to a height not exceeding two feet (2') above ground level, and keeping said "Sight Clearance Area(s)" free of parked vehicles and other obstructions.

2. USE, LIMITATIONS:

2.1 This license is subject to: (a) all encumbrances, conditions, covenants and easements applicable to Licensor's title to or rights in the subject property; (b) any existing public utilities and other pipe or wireline facilities located in, on, over, under or across the Crossing; (c) all instruments, easements, agreements and rights therefor, recorded or not; and (d) compliance by Licensee with terms and conditions herein.

2.2 The Crossing shall be used solely as a private road for the purpose of vehicular or pedestrian access to/from Licensee's adjacent land for commercial use only.

2.3 This Agreement is a personal license to Licensee and, except for Licensee's employees (or family), agents, servants, patrons, and/or invitees, Licensee will not allow any other person(s) to use said Crossing without the prior consent in writing of Licensor.

2.4 Licensee, at its sole cost and expense, shall erect and permanently maintain "PRIVATE ROAD -- NO TRESPASSING RESTRICTED USE" sign(s) or other signs indicating the private nature and limited use of the Crossing, at location(s) adjacent to said Crossing designated by Licensor.

2.5 Without separate written consent of Licensor, Licensee shall not dedicate nor permit Crossing to be used for any purpose or in any manner that might be in any way make said Crossing a public crossing or subject it to any public servitude.

2.6 Licensor reserves and accepts unto itself the paramount right to continue to occupy, possess and use the area of the Crossing(s) for any and all railroad purposes. Licensor shall not be obligated to make cuts in its trains for the Crossing.

2.7 No expressed or implied means of ingress and egress or way of necessity upon, across or over or adjacent lands of Licensor is granted by this Agreement. Licensee, at its own expense, will secure and maintain any necessary means of ingress and egress to the Crossing across lands of others.

3. FEES:

3.1 a. Upon execution of this Agreement, and thereafter on each anniversary of the date first written above, Licensee shall pay Licensor THREE HUNDRED FIFTY AND 00/100 U.S. DOLLARS (\$350.00) annual license fee ("License Fee").

b. Upon execution of this Agreement, and thereafter on each anniversary of the date first written above, Licensee shall also pay to Licensor a replacement fee in the amount of ONE THOUSSAND SIX HINDRED EIGHTY AND 00/100 U.S. DOLLARS (\$1,680.00) (the "Annual Replacement Fee").

c. The License Fee and Replacement Fee (collectively referred to in this Section 3 as the "Fees") shall be subject to periodic review and adjustment by Licensor. Licensee shall have no right of refund for any cause whatsoever with respect to Fees paid to Licensor, which shall be payable in advance commencing as of the date first written above.

d. In addition to the periodic review and adjustment referred to in the Section above, the Fees shall be adjusted on an annual basis by the same percentage of increase as reflected in the "Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (1982-84=100) specified for All Items - United States compiled by the Bureau of Labor Statistics Department of Labor" ("CPI"). In no event, however, shall the adjusted Fee be less than the previous year's Fee.

The Fee shall be increased in accordance with the following:

Current Price Index*

Base Price Index**

X Fees = Adjusted Fees

* Effective CPI in the fourth month prior to the anniversary date of the Agreement.

** Effective CPI at the time of the effective date of the Agreement.

In the event the CPI is converted to a different standard reference base or otherwise revised or changed, the calculation of the percentage increase or decrease shall be made with the use of such conversion factor, formula or table for converting the CPI as may be published by the Bureau of Labor Statistics or, if said Bureau shall not publish the same, then as reasonably determined by Licensor.

3.2 Payment by Licensee of any Fees shall not be held to create an irrevocable license for any period.

3.3 Licensee shall also indemnify Licensor against, and shall pay or reimburse Licensor for, any additional taxes and assessments levied solely on account of the existence of said Crossing.

3.4 In the event this Agreement is terminated by notice of either party (other than for breach or cause), Licensor shall refund to Lessee the proration of any prepaid Fees plus any taxes paid in advance; PROVIDED, however, such refund shall not be made when the cumulative total involved is less than One Hundred Dollars (\$100.00).

4. CONSTRUCTION, MAINTENANCE:

4.1 Crossing (including the necessary appurtenances, approaches, roadway, curbs, gutters, shoulders, slopes, fills and cuts and drainage thereof) shall be constructed, and thereafter maintained, at the sole cost and expense of Licensee.

4.2 Because of Licensor's labor agreements, all construction and maintenance work to be performed on that portion of said Crossing between the rails of said track(s) and for two feet (2') on the outside of each rail thereof, and any work on Licensor's signal and communication facilities deemed necessary by Licensor to permit Licensee's use of Crossing, must be performed by Licensor, but at the sole cost and expense of Licensee.

4.3 Before construction, Licensee shall deposit with Licensor the sum of ZERO AND 00/100 DOLLARS (\$00.00), the minimum estimated cost and expense of Licensor's portion of construction work and materials (including signalization). Should Licensor's costs and expenses exceed said deposit, Licensee shall promptly pay such excess upon receipt from Licensor of bill therefor.

4.4 Licensee shall furnish all other labor and materials required to install the Crossing and do all necessary grading for the approaches.

4.5 Licensee, at its sole cost and expense, shall maintain all approachways, and shall keep the Crossing and designated Sight Clearance Area(s) at all times free and clear of all spilled materials, ice, snow, mud, debris and all obstructions (including parked vehicles) to satisfaction of Licensor.

4.6 Licensee shall perform or cause all Licensee's construction and maintenance under this Agreement to be performed in a prudent and workmanlike manner, in conformity with any applicable statutes, orders, rules, regulations and specifications of any public authority having jurisdiction over the Crossing and under conditions satisfactory to and approved by Licensor. Said construction and maintenance shall be performed at such times and in such manner as not to interfere with the movement of Licensor's trains.

4.7 In the event Licensee contracts for the performance of any Crossing work, Licensee shall require its contractor(s) and/or subcontractor(s) to comply with all the terms of this Agreement.

4.8 In the event Licensee fails, in the judgment of Licensor, to comply with any construction or maintenance requirement of this Agreement, Licensor, without waiving any other provision of this Agreement, may either furnish the labor and materials required to do such work, at the sole cost and expense of Licensee, or terminate this Agreement in accordance with Article 12 hereof.

4.9 Licensee shall be solely responsible for any relocation or protective encasement of any subsurface pipe or wire lines (telephone, electrical power transmission or distribution, fiber optic, cable television, water, sewer, gas or petroleum products, et al.) and for necessary relocation of surface structures or facilities (fences, towers, poles, etc.) incident to Licensee's construction (or reconstruction) of the Crossing.

5. DRAINAGE:

5.1 Licensee shall not interfere with, or permit its contractors to interfere with, the existing drainage facilities within the approachways or underneath said Crossing.

5.2 Licensee shall furnish, install and maintain, at Licensee's sole expense and in a manner satisfactory to Licensor, necessary drainage pipe within the approachways and underneath said Crossing, on each side of said track(s), to accept drainage from the roadbed and keep drainage from the track(s) and right-of-way of Licensor.

6. PERMITS:

6.1 Before any construction hereunder is performed, or before use by Licensee of the Crossing, Licensee, at its sole cost and expense, shall obtain any necessary permits or licenses from all Federal, State or local public authorities having jurisdiction over the Crossing or Licensor's right-of-way and shall thereafter observe and comply with said licenses and permits, with the requirements of such public authorities, and with all applicable laws, rules and regulations and modifications thereof.

6.2 Licensor shall co-operate with Licensee in securing and complying with any Federal, State or local permits relative to Licensee's Crossing.

6.3 Licensee shall defend, protect and hold Licensor harmless for failure to obtain permits and licenses, for any violation thereof, or for costs or expenses of compliance or remediation.

7. BARRICADES, GATES; SIGNALS:

7.1 Licensee, at its sole cost and expense, shall furnish, construct and maintain any gate(s), barricade(s), sign(s), flashing light signals, and/or crossing warning device(s), or provide permanent flaggers or other protective services, as shall from time to time be deemed necessary for public safety purposes by Licensor or by any public authority sharing jurisdiction over rail grade crossings. The design and placement of signs, barriers, gates and any crossing warning devices shall be subject to the approval of Licensor. The cost of installing and maintaining and/or furnishing such additional crossing protection shall be paid solely by Licensee as a condition to keeping the Crossing in place.

7.2 Licensor may elect to furnish materials and install such gates, barricades signs or automatic or other crossing warning devices, or provide such protective services, at the sole cost and expense of Licensee. Licensor may require advance deposit of estimated cost and expense of such work and materials. Upon completion of construction, Licensor will promptly refund any portion of the deposit in excess of Licensor's costs and expenses. Should Licensor's costs and expenses exceed said deposit, Licensee shall promptly pay such excess upon receipt from Licensor of bill therefor.

7.3 The operation of barriers and other warning devices and the performance of said protective services shall be in accordance with the requirements of Licensor and such public

authority. Licensee shall keep all such gates and barricades closed and locked when Crossing is not in actual use by authorized parties.

7.4 After any Crossing signals have been placed in service, Licensor will operate and maintain said signals, at the sole expense of Licensee. Costs of such signal maintenance and operation (including electric current) will be reviewed periodically, and the amount billed will be revised accordingly. In addition to said signal maintenance and operation expense, Licensee shall reimburse Licensor, within sixty (60) days after receipt of itemized bill from Licensor, (a) the cost of upgrading said signals to prevent obsolescence and (b) the cost of repairing or replacing said signals as a result of damages thereto, howsoever resulting. If Licensee fails or refuses to maintain and/or provide or pay costs thereof, Licensor may terminate this Agreement as in Article 12.

8. OPERATIONAL SAFETY:

8.1 Licensee shall use and shall cause its agents, employees (family), servants, sublicensees and invitees to use the highest degree of care in the operation and use of said Crossing so as to avoid collisions and/or interference with operations of Licensor.

8.2 Licensor shall erect, and thereafter Licensee shall maintain, all at Licensee's cost, reflectorized "Railroad Crossing" Crossbuck signs on each side of the Crossing, clearly visible to vehicular traffic approaching the Crossing from either side, and advising of the number of track(s) to be crossed. Licensee shall erect, and thereafter maintain, reflecting standard highway "STOP" signs on each side of the Crossing, clearly visible to vehicular traffic approaching the Crossing from either side. Licensee shall be solely responsible to periodically inspect such signs to insure that same are in place and visible.

9. FLAGGING, CONSTRUCTION:

9.1 If Licensor deems it advisable during any period of construction, maintenance, repair, renewal, alteration, change, or removal of said Crossing, to place temporary watchmen, flaggers, inspectors or supervisors, for protection of operations of Licensor or others on Licensor's right-of-way at the Crossing, Licensor shall have the right to do so, at the expense of Licensee, but Licensor shall not be liable for its failure to do so. Licensor may, at its discretion, require advance deposit(s) for estimated costs and expenses.

10. EXPLOSIVES:

10.1 In the construction and/or maintenance of said Crossing, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express prior written consent of Licensor. In the event such consent is extended, a representative will be assigned by Licensor to monitor, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

10.2 Neither Licensee nor Licensee's contractor(s), agent(s) or employee(s), may transport, carry or haul any explosive, flammable, combustible or other hazardous or dangerous

materials, goods or commodities across track(s) of Licensor without separate prior written consent of Licensor.

11. ALTERATIONS; TRACK CHANGES:

11.1 Whenever any repairs or changes are made to Licensor's right-of-way or track, or if additional track(s) are laid at the site of the Crossing, necessitating repairs to, alteration of, or relocation of the Crossing, Licensee shall pay for or shall furnish labor and materials to make such repairs to, alterations of, or relocation of the Crossing.

11.2 In the event that Licensor's operating and/or maintenance needs or uses require any change (including any raising, lowering, or additions to), relocation or improvement in its right-of-way, track(s), structures, roadbed, rail communication or other facilities (including fiber optic cable), which necessitate any change of location, height or depth of Crossing, Licensee shall make such changes in Crossing and/or the grading, approaches or drainage, within thirty (30) days after notice in writing from Licensor, all at Licensee's sole cost and expense, and upon plans and specifications approved by Licensor.

11.3 If Licensee desires to revise, relocate or change in all or any part of said Crossing, or if Licensee is required to change or alter Crossing, drainage or approachways, plans therefor shall be submitted to Licensor for approval before any such change is made.

11.4 After change or alteration, the terms and conditions of this Agreement shall apply thereto.

12. TERM, TERMINATION, REMOVAL:

12.1 This Agreement shall be and remain in effect until terminated by either party giving to the other thirty (30) days' written notice of such termination.

12.2 Upon failure of Licensee to perform or comply with any term, covenant, clause, or condition herein contained, this Agreement may be terminated immediately upon notice by Licensor. After such notice of breach, Licensor may barricade or otherwise block said Crossing until removed by Licensee, at sole risk and expense of Licensee.

12.3 Within thirty (30) days after termination of this Agreement, unless the parties hereto otherwise agree, said Crossing shall be removed, all approaches barricaded, and right-of-way of Licensor restored in a manner satisfactory to Licensor, all at the sole cost and expense of Licensee. All removal and restoration work to be performed on that portion of said Crossing between the rails of said track(s) and for two feet (2') beyond each rail shall be done by Licensor, at Licensee's sole cost and expense.

12.4 If Licensee fails to make removal as in Section 12.3, Licensor may remove same, by Licensor employee or contract forces, at Licensee's sole risk, cost and expense.

12.5 All rights which Licensee may have hereunder shall cease and end upon the termination date so specified; provided, however, that termination of this Agreement shall not in any manner affect any claims and liability which may have arisen or accrued hereunder prior to termination, and which, at the time of termination, have not been satisfied.

13. RAILROAD FORCE ACCOUNT COSTS:

13.1 Licensors expense for wages of Licensors employees ("force account" charges) and materials for any work performed at the expense of Licensee pursuant to this Agreement shall be paid by Licensee within thirty (30) days after receipt of bill therefor.

13.2 Such expense shall include, but not be limited to: cost of labor and supervision under "force account" rules, plus current applicable overhead charges (traveling expense, Federal Railroad Retirement and Unemployment Taxes, vacation allowances); the actual cost of materials; and insurance and freight and handling charges on all material used. Equipment rentals, if any, shall be in accordance with Railroad fixed applicable rates.

14. RISK, LIABILITY, INDEMNITY:

14.1 Licensee, recognizing that Licensors operations and any use of Licensors property, tracks and right-of-way involves increased risks, expressly assumes all risk of loss and damage to, and waives any right to ask or demand damages for, Property of Licensee, or any part thereof, at the Crossing, including loss of or interference with the use of service thereof, regardless of cause, including: (A) any fault, failure or negligence of Licensors in the construction, operation or maintenance of the Crossing or in rail operations on or over the Crossing; and/or (B) any fire, regardless of the source or origin thereof. For this Section, the term "Property of Licensee" shall include property of third parties situated or placed upon Licensors right-of-way by Licensee or by such third parties at request of or for the sole benefit of Licensee.

14.2 Licensee, with the recognition above, and as further consideration for the grant of this crossing right, also assumes all liability for, and releases and agrees to defend, indemnify, protect and save Licensors harmless from and against:

a. all loss of or damage to any other property, including property in the care, custody or control of Licensors and of third parties, now situated or which may be placed at the Crossing or adjacent thereto, and the loss of or interference with any use or services thereof; and

b. all loss and damage on account of injury to or death of any and all person (including but not limited to employees, invitees and patrons of the parties hereto) on the Crossing; and

c. all claims and liability for such loss and damage and cost and expenses thereof; arising out of, resulting from, or connected in any manner with the construction, reconstruction, maintenance, existence, use, condition, repair, change, relocation or subsequent removal of said Crossing, any parts thereof or appurtenant structures, regardless of cause, even if

occurring or resulting from the sole or joint fault, failure or negligence of Licensor, including such loss, damage or injury: (i) caused in whole or in part by the fault, failure or negligence of Licensor; or (ii) caused in whole or in part by the fault, failure or negligence of Licensee; or (iii) resulting from the creation of this license and additional hazards that this Crossing imposes upon Licensor's operations.

14.3 For the purposes of these Liability and Indemnity provisions only, all persons, including the employees of Licensor (flaggers, supervisors, etc.) and of Licensee, or employees of any independent or subcontracting third parties engaged in any construction or maintenance activities at the Crossing, in any of the work described in this Agreement, shall be deemed to be the sole contractors of Licensee while so engaged.

14.4 All obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to officers, agents and employees of Licensor, and to companies and other legal entities that control, or are controlled by, subsidiaries of or are affiliated with Licensor, as well as any railroad that operates over the right-of-way on which the Crossing is located, and their respective officers, agents and employees.

14.5 Licensee shall promptly (within thirty (30) days) advise Licensor in writing, by Certified Mail of any claims made against Licensee and/or Licensor, and/or its operating lessee, under this Agreement or from use of the Crossing.

15. INSURANCE:

15.1 Prior to commencement of use any use of the Crossing, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of;

(i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00), which must contain a waiver of subrogation against CSXT and its Affiliates;

(ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00), naming Licensor, and/or its designee, as additional insured and in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to the address listed above or email to RenewalCOI@csx.com.

(iii) Automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence;

(iv) Such other insurance as Licensor may reasonably require.

15.2 If Licensee's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during the use of the Crossing, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

15.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

15.4 Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

15.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor, Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

(B) At Licensor's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Crossing, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

15.6 Notwithstanding the provisions of Sections 15.1 and 15.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

16. **BREACH, WAIVER:**

16.1 Any waiver by either party at any time of its rights as to anything herein contained shall not be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or breach is waived in writing by said party.

16.2 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Crossing, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee.

17. NOTICE(S):

17.1 Before doing any work on Licensor's right-of-way, Licensee shall give Licensor's Division Engineer, at least thirty (30) days' written notice, except that in cases of emergency repairs shorter notice may be given. The rail operations emergency phone number for Licensor is: 1-800-232-0144. The emergency phone number for Licensee is: 1-_____.

17.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Administration J180; or at such other address as either party may designate in writing to the other.

17.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be effective upon (a) actual receipt or (b) addressee's refusal of delivery.

18. TITLE:

18.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Right-of-Way in Crossing(s) occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Right-of-Way in Crossing(s), and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Right-of-Way, and all leases, licenses and easements or other interests previously granted to others herein.

18.2 The term "license," as used herein, shall mean with regard to any portion of the Right-of-Way which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Crossing is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Right-of-Way, with dominion and control over such portion of the Right-of-Way remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Right-of-Way

occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Right-of-Way and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Right-of-Way. Licensee further acknowledges that it does not have the right to occupy any portion of the Right-of-Way held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Right-of-Way that would impair Licensor's existing rights therein.

18.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right, to any claim against Licensor for damages on account of any deficiencies in title to the Right-of-Way in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

18.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon Licensee's facilities placement, or the presence of Licensee's facilities in, on or along any Crossing(s), including claims for punitive or special damages.

18.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Crossings(s), nor shall the exercise of this Agreement for any length of time give rise to any right title or interest in License to said property other than the license herein created.

19. GENERAL PROVISIONS:

19.1 Neither this Agreement nor any provision hereof or agreement or provision included herein by reference shall operate or be construed as being for the benefit of any third person.

19.2 This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of Licensor, and the heirs, legal representatives, successors or assigns of Licensee, as the case may be, but, this license is a personal privilege granted to Licensee and therefore no assignment sublease or sublicense hereof or of any rights or obligations hereunder shall be valid for any purpose without the prior written consent of Licensor.

19.3 This Agreement contains the entire understanding between the parties hereto, and cannot be changed, altered, amended or modified, except by written instrument subsequently executed by the parties hereto.

19.4 Neither the form nor any language of this Agreement shall be interpreted or construed in favor of or against either party hereto.

19.5 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law. Each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status from each other separate division for the determination of legality, so that if any separate division is determined to be void, void able, invalid or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division herein contained, or any other combination thereof.

19.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

19.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

19.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, or (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions.

(REST OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have executed all originals of this Agreement, each of which shall be evidence of this Agreement but which shall constitute but one agreement, as of the effective date of this Agreement.

Witness for Licensors:

CSX TRANSPORTATION INC

By: _____

Print/Type

Name: _____

Print/Type

Title: _____

Witness for Licensee:

CHURCH FURNISHINGS CORPORATION

By: _____

Print/Type

Name: _____

Print/Type

Title: _____

