

cribed herein and as indicated upon the said attached print, and shall not be relocated upon the premises of the Railway Company, without the consent, in writing, of the Railway Company; and moreover, the Licensee will, at all times during the life of this agreement, keep the premises around and about said platform clean and free of waste paper, trash or any unsightly or inflammable matter.

4. That it will pay all taxes, licenses or other charges which may be assessed or levied upon the business conducted or property, fixtures or improvements placed or maintained by the Licensee upon the said above described premises of the Railway Company, or against the Railway Company by reason of the location of such business, property, fixtures or improvements of the Licensee upon said premises of the Railway Company.

5. That it will not erect any buildings or structures, except as aforesaid, upon any portion of the premises of the Railway Company, without the consent, in writing, of the Railway Company.

6. That inasmuch as the use by the Licensee of property of the Railway Company in exercise of privileges herein granted may create risks of fire or other loss, injury or damage which would not accrue except for such use, and the Railway Company would not grant said privileges except upon the condition that it shall be protected against any risk so created, the Licensee, in consideration of said privileges, and with warranty of its authority so to do, covenant hereby to protect and indemnify the Railway Company and save it wholly harmless from the consequences of any property loss or damage, death or personal injury whatever, accruing or suffered or sustained from or by reason of any act, negligence or default of the Licensee, its servants, agents or employees, in or about or in connection with the exercise of the privileges hereby granted, or which may in any manner or to any extent be attributable thereto, or to the presence of said platform or any other property of the Licensee on premises of the Railway Company, and whether or not negligence on the part of the Railway Company, its servants or employees, may have contributed to the loss, injury or damage, except that the Licensee shall not be held responsible for any loss of