

life or personal injury, or damage to cars or property of the Railway Company, resulting from its own negligence, with or without the negligence of its employees.

ARTICLE III. GENERAL PROVISIONS:

7. That this agreement shall take effect as of the 1st of January, 1952. The Railway Company agrees to terminate this agreement at any time hereafter by serving upon the Licensee thirty (30) days' notice, in writing, of the election so to do, and if the Licensee shall not have consented to this agreement contained, the Railway Company may terminate this agreement by serving upon the Licensee ten (10) days' notice, in writing, of its election so to do; and service to be made in either case by registered mail to the address of the Licensee, or by mailing the same to the last known address of the Licensee and posting the same in prominent places at the said premises. The Licensee may also terminate the agreement by giving thirty (30) days' notice, in writing, to the Railway Company. In the event of termination by either party the provisions of the License shall vacate said premises of the Railway Company, remove said plants and all other contents of the Licensee from the said premises, and restore the said premises to the condition existing prior to the destruction or placing of said matter thereon; and in default of such vacation, removal and restoration by the Licensee, the Railway Company may, as it may elect, (a) bring an action to require the removal of said plants and other contents of the Licensee from and the restoration of said premises of the Railway Company, as aforesaid, or (b) itself remove the same and restore the said condition of said premises, at the expense of the Licensee.

IN WITNESS WHEREOF, the parties hereto have executed these presents, in duplicate, each part being an original, as of the day and year first above