

safe and proper maintenance of the roadbed, tracks or structures of Railroad, or endanger employees of Railroad or other persons on its property, or operations of Railroad upon said track. Licensee agrees to provide a substantial metal or board cover for said pit, of character to be approved by Railroad, and to keep said pit covered with the cover so provided at all times when said pit is not in use or operation.

7. Licensee will, at the expense of Licensee, for the further protection of Railroad, take out and deliver to Railroad, and at all times during the life of this agreement maintain in full force and effect, a policy of contractual liability insurance by such good and solvent insurance company as may be satisfactory to Railroad, and in such form as may be approved by it, underwriting for the benefit of Railroad the risk of loss of life, personal injury or property loss or damage, caused by, or resulting from, or arising by reason of or in connection with the maintenance and use by Licensee of said pit upon said premises; said insurance policy to be in the amount of \$100,000 for loss of life of or injury to any one person in any one occurrence, and, subject to such limitation for any one person, \$300,000 for loss of life of or injury to two or more persons in any one occurrence and \$200,000 for property damage in any one occurrence. The furnishing by Licensee of such policy of insurance and acceptance of the same by Railroad is not intended to, and shall not, limit, affect or modify the obligations or liabilities of Licensee under Article 8 of this agreement.

8. Since the use by Licensee of property of Railroad hereunder may create fire or other risks which would not accrue except for such use, and Railroad would not permit such use except upon the condition that it shall be protected against any such risks, Licensee covenants to hold Railroad harmless from death, personal injury or property damage accruing or sustained from any act, negligence or default of Licensee, his agents or employees, in or in connection with the exercise of the privileges hereby granted, or which may be attributable thereto, or to the presence or use of said fence, unloading pit or any other property of Licensee on said premises of Railroad including specifically damage to such property from railroad operations, and whether or not negligence of Railroad, its agents or employees, may have contributed to such injury or damage.

9. Either party hereto may terminate this agreement at any time hereafter by serving upon the other 30 days' written notice of election to terminate the same; and, at or before the expiration of the time limited by such notice, Licensee will vacate said premises of Railroad, fill in said pit, remove said fence and all other property of Licensee therefrom, and restore said right of way or property to condition existing prior to the construction of said fence, pit and other property thereupon; or, in default thereof, Railroad may, in addition to any other legal remedy it may have, fill in said pit, remove said fence and other property of Licensee and restore the condition of said premises at the expense of Licensee.

10. This agreement supersedes and cancels, as of the effective date hereof, the written agreement between Southern Railway Company and Belton Sims, Jr. (now deceased), dated September 27, 1939, concerning the use of a portion of the above mentioned premises; Licensee hereby representing unto Railroad that he

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