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car service rules, and that it will promptly pay all such car service charges as may accrue to the said Railway Company for any undue or improper detention of said cars; and that it will not claim or attempt to collect penalties for failure to deliver freight, to furnish cars for loading or for failure to promptly transport any freight which may be shipped by or to it provided such deliveries or movement of freight are performed with due diligence by the Railway Company; and that all such cars placed upon said side or spur track shall be returned to the said Railway Company in the same condition as when delivered and in the event of destruction of or injury or damage to any such cars while on the said side or spur track, the said party of the second part will make good and pay to the said Railway Company all loss and damage occasioned by such destruction or injury, unless said party of the second part shall show and prove that the said destruction, damage or injury resulted from the negligence of the said Railway Company or its agents or employees in the lawful discharge of their duties.

Ninth: The said party of the second part expressly covenants and agrees that it will reimburse to the Railway Company and pay to it, in addition to any and all other monies herein agreed to be paid, any and all such sums of money as the Railway Company at any time during the continuance or existence of this contract shall be required to pay for any State, County or Municipal taxes or assessments on the said side or spur track, which said payments shall be made to the said Railway Company at the time the said taxes or assessments shall become due thereon, and in the event that any such payment is not promptly made when demanded by the Railway Company, then this contract and every right of the party of the second part herein and hereunder shall at the end of ten days from such demand at the option of the Railway Company expire, determine and be at an end, provided, w however, that this Agreement shall thereafter be in force only to enable the Railway Company to collect such monies as may be due to it from the said party of the second part hereunder and to hold the said party of the second part responsible and liable for all the obligations on its part assumed hereunder.

Tenth: And it is mutually covenanted and agreed that the said Railway Company shall grade and cross-tie the bed for the said side or spur track at its own cost and expense, and that the said Railway Company shall pay all the expenses and labor of laying the cross and switch ties, rails and switches, and the said party of the first part shall pay all expenses incurred from time to time in the maintenance of said side or spur track in a safe and proper condition. The said Railway Company shall furnish the rail, splices, fastenings and switches; and when the said side or spur track shall be constructed and completed, the said party of the second part shall have the right to use the said side or spur track under the agreement herein contained for the space of five years from the date hereof.

Twelfth: It is mutually covenanted and agreed that this contract shall remain and be in force for the space of five years from the date hereof provided that there is in the meantime no violation or breach of any of its stipulations on the part of the said party of the second part; that at the end of the period of five years, if this contract shall then be in force and effect, under its terms and stipulations, it may be renewed and extended by the party of the second part for another period of five years, upon the same terms, conditions and stipulations as are herein contained, upon the party of the second part giving to the Railway Company, at least thirty days before the expiration of the said five years, written notice of its intention and desire for such renewal, and extension and in such event, and upon such written notice being given, this contract