

8. Company may terminate this agreement at any time by 60 days' written notice to Licensee of election so to do, and if Licensee shall default in the payment of rentals, or violate any other covenant herein, Company may terminate this agreement by 10 days' written notice to Licensee of election so to do; service of such notice to be made either (a) by delivering a copy of the notice to Licensee, or (b) by mailing the same to or leaving it at the last known address of Licensee and posting in any conspicuous place upon said premises. At or before the expiration of the time limited by any termination notice given hereunder, Licensee will vacate said premises of Company, remove all property (including structures, if any) of Licensee therefrom, and surrender possession of said premises to Company in as good condition as they were in prior to construction or placing of said property thereupon, and, in default thereof, Company may, in addition to any other legal remedy it may have, at its election (a) remove the property of Licensee from and restore the condition of said premises of Company, at the expense of Licensee, or (b) take possession of any property so left on said premises by Licensee, and dispose of same as Company may see fit, without liability to Licensee or any other person, any such property so possessed or disposed of by Company to be liquidated damages for failure of Licensee to remove such property and restore the condition of said premises and shall in no part satisfy any unpaid rent. Company agrees, if this agreement shall be terminated by Company, upon written demand by Licensee, to refund the unearned portion of any rent paid in advance. This paragraph shall survive the termination or expiration of this agreement.

9. This agreement shall take effect as of the 22nd day of December, 1964.

10. Licensee will install and maintain, at its own cost and expense, said gate in said fence as hereinbefore provided.

11. Notwithstanding the provisions of Article 8 hereof, Company shall not exercise the right to terminate this agreement unless said property, fenced off by Licensee, as aforesaid, is required for railroad purposes.