

TITLE TO REAL ESTATE

electrical installation on such premises shall conform to and be maintained in accordance with the "National Electrical Code," Article 32, and in accordance with the recommendations for such locations as embodied in the "National Electrical Safety Code," and also in accordance with requirements of any local ordinance or State or Federal laws which may be in effect during the terms of this lease.

8. That the Licensee will maintain the said pipe, at all times during the existence of the same upon the premises of the Railway Company, in such condition that said pipe, or the use thereof by the Licensee, shall not be or become an obstruction to, or interfere with, the safe and proper maintenance of the roadbed or the tracks or structures upon the same, or endanger life or limb of employees of the Railway Company or other persons on the premises of the Railway Company.

9. That in the event that the Railway Company shall, at any time hereafter during the life of this agreement, make any change in its roadbed, or the structures thereon, or construct any additional tracks or structures upon its said property, and shall find it necessary to disturb said pipe in so doing, then and in such event, the Licensee will, at its own cost and expense, upon notice, in writing, so to do, served upon it by the Railway Company, change the location of said pipe and thereafter maintain the same hereunder so that the said pipe shall not interfere with work of the Railway Company.

10. That it will paint the said buildings with paint of the Standard color of the Licensee, and will keep the same so painted and in good repair at all times thereafter during the life of this agreement; that it will prevent the posting of circus or other advertising bills or signs upon the said buildings, except the usual business sign of the Licensee; and moreover, the Licensee will, at all time during the life of this agreement, keep the premises around and about said buildings, tanks and other facilities clean and free of waste paper, trash or any unsightly or inflammable matter.

11. 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, covenants hereby to protect and indemnify the Railway Company and save it wholly harmless from the consequences of any property loss or damages, death or personal injury whatever, accruing or suffered or sustained from or by reason of any act, negligence or default of the Licensee, its agents, servants 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 the buildings, tanks, pipe and other facilities of the Licensee, or contents thereof, on property 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 life or personal injury, or damage to cars or property of the Railway Company, accruing from its own negligence, without fault of the Licensee, its servants or employees.

AND IT IS MUTUALLY COVENANTED AND AGREED:

12. That the Railway Company may 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 default in the payment of rentals, or violate any other covenant in this agreement contained, the Railway Company may terminate the same by serving upon the Licensee thirty (30) days' notice, in writing, of the election so to do unless Licensee makes payment of such rental or remedies any such other default within a period of thirty (30) days from the giving of such notice; said service to be made in either case by delivering a copy of the notice to the Licensee or by mailing the same to or leaving it at the last known address of the Licensee and posting in any conspicuous place upon the said premises. The Licensee may also terminate the agreement upon thirty (30) days' notice, in writing, to the Railway Company of the election so to do. At or before the expiration of the time limited by notice of election to terminate, whether of the Railway Company (except where Licensee pays any rental which may not have been paid on or before its due date or remedies any other default hereunder on Licensee's part within thirty (30) days from the giving of notice by the Railway Company as above referred to) or the Licensee, the Licensee will vacate said premises to condition existing prior to construction or placing of said buildings, tanks, and other property thereupon; 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 buildings, tanks and other property 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, or (c) possess as of its own proper estate the said platform and other property so left affixed to or on the premises by the Licensee, and dispose of same as it may see fit, without any liability whatever to the Licensee or any other person; in which event such acquisition of such property so passing to the Railway Company shall be considered to be and shall be liquidated damages for failure of the Licensee to remove such property and restore the condition of the premises in accordance with the terms of this agreement and shall in no part satisfy any unpaid rental obligation.

13. It is understood and agreed that the right of the Railway Company to revoke this license and require the removal of said buildings, tanks and other property by thirty (30) days' written notice to the Licensee, as aforesaid, shall always obtain, notwithstanding payment of rental in advance and full compliance by the Licensee with all of its covenants in this agreement contained; the Railway Company hereby agreeing that it will, if demand be made upon it by the Licensee, in the event of the revocation of this license, refund to the Licensee the unearned portion of any rental which may have been paid in advance by the Licensee.

14. That this agreement is intended to and does supersede and cancel that certain other agreement, in writing, heretofore made and entered into by and between the Railway Company and Stewart Storage Corporation, dated December 1, 1927, which by instrument dated September 29, 1928, was duly transferred and assigned by the said Stewart Storage Corporation to the said Standard Oil Company of New Jersey, Licensee herein.

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 written.

In the Presence of:

J. W. Martin
Charles G. Day.
As To Railway Company
In presence of:

ATTEST
R. W. Burkart, ASST. SECRETARY
H. W. Kip
As to Licensee

SOUTHERN RAILWAY COMPANY.

By John B. Hyde
Vice President

L.S.

Attest: Guy E. Mauldin
Assistant Secretary

STANDARD OIL COMPANY OF NEW JERSEY
By E. A. Holbein
Vice President

of the Railway Company, remove all buildings, tanks and other property of the Licensee from the said premises, and restore the said premises