

10. Lessee shall not locate or place, or permit to be located or placed any building structure, fixture, or material of any kind, nearer than six feet from the nearest rail of any track of the railroad; and Lessee shall not locate, erect or maintain, or permit to be located, erected or maintained, any beams, pipes, wires, structures or other obstruction over the tracks of the railroad, or any of them, at a height of less than twenty three feet above the top of the rails of said tracks, or any of them Lessee hereby covenants and agrees to assume, and to protect, save harmless and indemnify Lessor from and against, all loss, damages and expenses in consequence of death of or injury to persons, and loss or destruction of or damage to property, caused or directly contributed to by reason of the violation by Lessee of any of the provisions of this paragraph; and any such violation shall work an immediate forfeiture of this lease without notice, but such forfeiture, or any termination of this lease, shall not release Lessee from any liability or obligation assumed by Lessee hereunder.

11. In Consideration of the privileges hereby given Lessee to occupy and use the ground of Lessor hereinabove described, and of the benefits and privileges to be derived therefrom, and of the rental herein provided, lessee hereby covenants and agrees to assume all damages resulting from want or failure at any time of title on the part of Lessor to any part of the leased premises, and all damages resulting from fire communicated from the right of way, locomotives or other machinery of Lessor; or otherwise, to any buildings, structures improvements or other property of any kind or character that may now or hereafter be upon said leased premises, or any part thereof, and to whomsoever the same may belong, and all damages resulting from death of or injury to Lessee, or any of Lessee's agents, servants or employes, and any and all other persons, while upon said leased premises, or any part thereof and loss or destruction of or damage to any buildings, structures, improvements or other property of any kind or character that may now or hereafter be upon said leased premises, or any part thereof, and to whomsoever the same may belong, caused by or resulting in any manner from the operation or maintenance of said railroad; whether any such damage shall be caused by the negligence of Lessor, or any of its agents, servants, or employes, or otherwise. Lessee hereby further covenants and agrees to release, and does hereby release and to protect save harmless and indemnify, lessor from and against any and all damages in this paragraph referred to, and all claims, demands, caused of action, suits, judgments, attorney's fees, costs and expenses on account thereof.

12. In further consideration for the making of this lease, Lessee hereby covenants, and agrees to protect, indemnify and save harmless Lessor from and against all damages, claims, demands, caused of action, suits, judgments, attorney's fees, costs and expenses sustained or incurred by Lessor, resulting from fire communicated from any building, structure, improvement or other property located on said leased premises, or any part thereof, to any car or cars which may have been placed on any track or tracks of the railroad, and to the contents thereof, and to any and all other property, and resulting from injury to or death of persons and loss or destruction of or damage to property, caused in any manner by any acts or omissions, negligent or otherwise, of lessee, or any of Lessee's Agents, servants or employes.

13. Should it be contemplated or occur that an overhead pipe; swinging arm or other conveyor, be used by Lessee in loading oil from tanks or reservoirs on the demised premises into cars on the tracks of Lessor, or from the cars on the tracks of Lessee into tanks or reservoirs located upon the demised premises, then, and in that event, Lessee shall not leave the tank cars connected with such device except during the times when at least one employe of Lessee shall be in charge, and Lessee shall and does hereby agree to indemnify and hold harmless Lessor against the claims of all persons whomsoever, for damages for any injuries of