

judgement of decree on account thereof, or other charge or expense in connection therewith or suffer any loss or damage of any kind to its own property due to the aforesaid causes, the Oil Company shall, and it hereby agrees to reimburse and promptly pay the Railroad Company therefor upon presentation of bill.

3. The Gulf Company shall at regular periods inspect said pipe where they cross said right of way and beneath said roadbed and tracks, and shall at all times keep the same in good repair and condition, to the entire satisfaction of the Railroad Company, and should the Gulf Company fail, neglect or refuse so to do, the Railroad Company may, at its option, either declare such failure, neglect or refusal a forfeiture of this contract or make such repairs as it deems necessary and charge the entire cost and expense thereof to the Gulf Company, which cost and expense the Gulf Company shall, and hereby agrees to pay the Railroad Company. But the Railroad Company's failure to make such repairs or to declare this contract forfeited, in the event of the Gulf Company's default or neglect in respect to the maintenance of said pipes, shall not estop the Railroad Company, notwithstanding it may have notice of such default or neglect, from having the protection of the indemnity provided in Paragraph 2 hereof, to which indemnity and protection the Railroad Company shall at all times be entitled; nor shall the Railroad Company ever be deemed to assume the risk of the negligence or default of the Gulf Company in maintaining said pipe, or be deemed to acquiesce therein.

4. It is further agreed and understood that when any change in the location, grade or depth of said pipes shall be required by reason of the construction of any additional track or tracks, changes in the grade or alignment of any track now or that may hereafter be constructed, or the use of said right of way for any other purposes, at said place, the Gulf Company shall, when notified by the Railroad Company so to do, immediately make such changes in said pipes at its own cost and expense, which changes when made shall in all respects be subject to the entire satisfaction of said Railroad Company the same as the original work, and shall likewise be maintained by said Gulf Company as in Paragraph 3 provided.

5. If at any time the said Gulf Company shall fail, neglect or refuse to perform and comply with any of the terms of this contract on its part to be performed, or to make prompt payment to the Railroad Company or any sum or sums of money which may become due hereunder upon presentation of bill therefor, then and in that event said Railroad Company may, at its own option, at any time it may select subsequent to the happening of such event declare this contract null and void and all rights granted herein to said Gulf Company forfeited, and said Railroad Company may then, upon ten (10) day's notice in writing to the other party, require the immediate removal of said pipes entirely from its right of way and in case said Gulf Company refuses or fails so to do the Railroad Company may make such removal, without let or hindrance upon the part of the Gulf Company, and charge the entire expense thereof to said Gulf Company; and said Railroad Company also reserves the right to require or make such removal of said pipes at any time upon thirty (30) day's notice in writing to the other party, with or without cause; the said Gulf Company hereby agreeing nevertheless to hold harmless the Railroad Company from any and all liability for injury to or destruction of property that might result on account of and from such removal. But such removal will not relieve the Gulf Company from any liability on account of damages or injury happening or liability otherwise incurred hereunder, prior to said time or during such removal.

6. The right and permission herein granted to the Gulf Company shall never, by the