

term hereof subject to the same terms and conditions as the base term except that the term rental shall be increased by One Thousand Five Hundred and No/100 (\$1,500.00) Dollars, such increase being payable at the rate of Twenty-five and No/100 (\$25.00) Dollars per month in addition to the base term rental, provided, further, that the Lessee shall give to the Lessor six (6) months written notice of his intention so to renew the lease prior to the expiration date of the base term herein.

(d) That the rental for the base term, provided that the Lessee is assured the reasonable joint user with Commodity Warehouse Co., Inc. of the Piedmont and Northern Railway Company's spur track now installed along the rear of the premises herein leased and the reasonable joint user with the Lessor of a proposed Southern Railway Company spur track paralleling the North boundary of the property herein leased, shall be fixed at Eighteen Thousand and No/100 (\$18,000.00) Dollars, payable at the rate of Three Hundred and No/100 (\$300.00) Dollars per month on or before the 10th day of each month of the term. In the event that the Lessor shall be unsuccessful in securing the installation of the Southern Railway spur track along the North boundary of the property herein leased then the term rental shall be fixed at Sixteen Thousand Five Hundred and No/100 (\$16,500.00) Dollars, payable at the rate of Two Hundred Seventy-five and No/100 (\$275.00) Dollars per month on or before the 10th day of each month of the term.

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 9.4.70  
 [Signature]

(e) The Lessor has entered into a written agreement with the Piedmont & Northern Railway Co. and Commodity Warehouse Co., Inc., dated October 5, 1964, providing for the joint use of a spur track along the rear boundary of the premises herein leased. The Lessee has been provided with a copy of the said agreement and understands that he will have the right of reasonable joint use of the spur track, subject to the terms and conditions of the said agreement, such use to be limited to the rear width of the premises herein leased. The Lessor shall extend the concrete unloading area on the Piedmont & Northern Railway right-of-way at car level to such a distance as will accommodate the simultaneous unloading of three (3) cars. The Lessor shall assure the Lessee of such reasonable joint use of the said spur track as is necessary in the business operations of the Lessee.

(f) The Lessor is presently negotiating an agreement with Southern Railway Co. for the laying of a spur track along the Northern boundary of the property involved herein. In order to secure the said spur track, the Lessor, of necessity, will be required to grant a reasonable right-of-way to the said Southern Railway