

Grantee hereby agrees, as a part of the consideration of this conveyance, to utilize within three (3) years from December 19, 1972, the land hereby conveyed in conjunction with the expansion of Grantee's operations, and further agrees that, if land shall not have been so utilized within said period of three years (which said period of time shall be extended by any acts of God, strikes or force majeure), Grantor shall have the right and option to repurchase the land hereby conveyed, provided notice of intention to do so is given within ninety (90) days after the expiration of said three-year period, and upon receipt of notice from Grantor of its intention to exercise that right and option, Grantee further agrees to reconvey promptly the hereinabove described land to Grantor, its successors or assigns, in fee simple, free and clear of all liens and encumbrances to which said property may have become subject since its acquisition by Grantee, in which event Grantor, its successors or assigns, simultaneously with the execution and delivery to it of the deed of reconveyance, shall pay to Grantee the amount of the purchase price hereof, being the sum of Twenty Nine Thousand Six Hundred Seventy One and 50/100 Dollars (\$29,671.50), without interest.

The property hereinabove conveyed is subject to the lien of the First (formerly General) Mortgage made by the former Atlantic Coast Line Railroad Company, dated March 1, 1950, as supplemented and modified, under which mortgage United States Trust Company of New York is Corporate Trustee, and Trustee joins herein for the purpose of releasing and does hereby release the property hereby conveyed from the lien of said mortgage pursuant to the provisions of Section 6.01 of Article Six thereof.

The recitals of fact made herein are to be taken only as recitals made by Grantor and not by Trustee.

IN WITNESS WHEREOF Grantor and Trustee have caused these presents to be duly executed and their respective corporate seals to be hereunto affixed and to be attested by their respective Assistant Secretaries, the day and year first above written.

Signed, sealed and delivered
in the presence of:

Donald C. Smith

John L. Garbade

SEABOARD COAST LINE RAILROAD COMPANY

By W. T. [Signature]
President

Attest: [Signature]
Assistant Secretary

Signed, sealed and delivered
in the presence of:

Joseph [Signature]

[Signature]

UNITED STATES TRUST COMPANY OF NEW YORK, as Corporate Trustee as aforesaid.

By [Signature]
Vice President

Attest: [Signature]
Assistant Secretary

APPROVED AS TO FORM:

[Signature]
JOHN W. WALTON
General Solicitor
Seaboard Coast Line Railroad Co

(Continued on next page)