

respect to the guarantee of rail freight business as provided in said Paragraph (24) above.

(26) It is understood and agreed that, if the Lessee acquires title to the leased premises pursuant to the provisions of paragraph (7) or paragraph (8) of this lease agreement, the Lessee shall not thereafter sell or dispose of the leased premises or of any portion thereof without first offering the same to the Lessor in writing for a period of ninety (90) days at the lowest price at which the Lessee is willing to sell, and if the Lessor shall not, within ninety (90) days after receiving from the Lessee such written offer, tender to the Lessee the purchase price of said property, the Lessee shall be at liberty to sell said property within a further period of ninety (90) days to any other person at not less than the price at which the Lessee offered such property to the Lessor.

(27) It is mutually understood and agreed that if the Lessor, during the term of this lease, acquires additional property adjacent to the leased premises, the Lessor shall have the right to use one of the side tracks on the leased premises for the purpose of furnishing rail freight service to and from such additional property, the side track to be mutually agreed upon by both parties hereto at the time such necessity may arise. It is further agreed that the use of said side track for the purposes designated herein shall be, whenever possible, at the same time that switching service is being performed for the Lessee or its sublessee, so as to minimize as much as possible any inconvenience that may result from use of the side track and the Lessor further agrees that it will not unreasonably interfere with the Lessee's business or its use of the property. The Lessee agrees that any easement or right of way granted by it to the Lessor pursuant to the provisions of paragraph (9) above will include the same rights as herein set forth with respect to the use of the side tracks.

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