

the Lessee. The remaining unpaid portion of the purchase price, if any, will be paid for in full by the Lessee at the time of closing in cash or in accordance with such other terms as the parties may mutually agree upon at that time. Upon receipt of the full purchase price in accordance with the provisions as hereinabove set forth, the Lessor will deliver to the Lessee a properly executed, general warranty deed conveying a fee simple title to the Lessee free and clear of all liens and encumbrances except for the above mentioned mortgage held by Fidelity Federal Savings and Loan Association.

(8) It is understood and agreed that, if the Lessee does not exercise the option to purchase the leased premises during the term of the lease, the Lessor will, at the expiration of said term, convey said premises to the Lessee by executing and delivering to the Lessee a general warranty deed conveying a fee simple title thereto, provided that all terms and conditions of this lease have been fully complied with by the Lessee; and the Lessee agrees that upon said conveyance, the Lessee will reimburse the Lessor for all closing costs in connection therewith including attorney's fees or shall pay the Lessor the sum of One Hundred, Fifty Dollars (\$150.00), whichever amount is greater.

(9) It is understood and agreed that the Lessor, as a part of the initial improvements, will construct certain side track facilities and will install a set of railroad scales on the leased premises for the benefit of the Lessee, as agreed to between the Lessor and the Lessee. Ownership and title to said tracks and scales shall at all times remain vested in the Lessor and said tracks and scales are expressly excluded from the Lessee's option to purchase and from the Lessor's agreement to convey title to the leased premises at the expiration of the full twelve (12) year term. Upon the Lessee's acquiring title to the leased premises and simultaneously

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