

(24) It is mutually acknowledged, understood and agreed that the principal interest of the Lessor in this Lease Agreement is to generate rail traffic for its benefit, and to that end the Lessee agrees to make every reasonable effort to control for rail movement such tonnage or freight as will move to and from the leased premises. The Lessee further agrees, and does hereby guarantee to the Lessor, that the Lessee, or any sublessee, occupying the leased premises during the term hereof, will produce an average of two hundred (200) cars of rail freight business per annum for the Lessor, to be computed every three (3) years; and at the end of every three (3) year period, there shall be computed and added to the rent, to be paid by the Lessee, in a lump sum payment, an amount equal to Forty Dollars (\$40.00) per car for any deficiency in the number of cars guaranteed during the preceding three (3) year period. In the event of termination of this lease prior to the end of any such three (3) year period, the number of cars guaranteed for that particular three (3) year period shall be prorated as of the date of termination and the payment of any additional rent which may be due as a result of any deficiency in the number of cars guaranteed will be made by the Lessee in a lump sum payment at the time of such termination. The Lessee agrees that any sublease made and/or entered into by the Lessee shall contain a similar provision guaranteeing the same average number of freight cars per annum to the benefit of the Lessor.

(25) In the event the Lessee exercises the option to purchase the leased premises as herein provided, it is understood and agreed that any additional rent paid as a result of deficiencies in the number of cars guaranteed under Paragraph (24) above shall not be applied toward payment of the purchase price of the leased premises. It is also understood and agreed that upon the exercise by the Lessee of the option to purchase, the Lessee shall be released from any further liability or responsibility with

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