

and such other encumbrances as may be acceptable to the Lessor; the conveyance of the leased premises to the Lessee shall be by general warranty deed conveying the fee simple title there-to free and clear of all liens and encumbrances except taxes for which the Lessee is liable hereunder, the rights of way for railroads and roadway shown on the aforementioned plat, all the rights, easements, and rights of way incident to the operation and maintenance of railway spur tracks reserved by or granted to the Lessor in Paragraph 9 hereof, and such other liens or encumbrances as the Lessee may have incurred or permitted.

In the event that the purchase price of the property to be acquired by the Lessee and conveyed to the Lessor in exchange for the leased premises pursuant to the aforementioned option shall exceed One Hundred Fifty-four Thousand Five Hundred Seventy and No/100ths (\$154,570.00) Dollars (less the amount of rent required hereby that the Lessee shall have paid to the Lessor at the time of such exchange), the Lessor, at the time that such other property is conveyed to it by the Lessee, shall pay to the Lessee the amount of such excess, and in the event that such purchase price is less than the aforementioned sum, the Lessee, at the time that it conveys such other property to the Lessor, shall pay to the Lessor the amount of such difference; normal expenses incident to such acquisition and exchange, except the expense of preparing the deed and stamps incident thereto, shall be borne by the Lessor.

(Continued on next page)