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6/1/62 - FORM M

INSERT
(continued)

24. The rent therefor agreed to be paid by Lessee to Railroad is as follows:

One Hundred Fifteen (115) Dollars per annum, payable annually in advance,

which sum is hereby agreed to be the minimum rental rate payable to Railroad during the entire term of this lease.

At any time or times after five years from the effective date of this lease such rental may be revised by Railroad by giving thirty (30) days' advance notice in writing to Lessee. Such rental shall be the reasonable and fair rental value of the leased premises at the time of such revision, as determined by Railroad and Lessee, but not less than the minimum rental rate hereinbefore set forth. When so revised, such rental shall not be subject again to revision until five (5) years from the effective date of each such revision.

In the event Railroad and Lessee are unable to agree upon rental value, then, upon request of either Railroad or Lessee, the matter shall be submitted to and decided by three arbitrators, one to be appointed by Railroad, one by Lessee and a third by the two so appointed. If either Railroad or Lessee shall fail or refuse to appoint an arbitrator within thirty (30) days after notice has been given to it by the other party, the party giving such notice may and shall name and appoint an arbitrator for and on behalf of the party so in default. If the two arbitrators thus chosen shall be unable to agree upon the third arbitrator, such arbitrator shall be appointed upon application of either party by any Judge of the District Court of the United States for the district which shall then include the said leased premises, but such application shall not be made until such party shall have given twenty (20) days' notice in writing to the other party of its intention so to do. The arbitrators, as soon as possible after their selection, shall meet to hear and decide the question submitted to them and shall give to each of the parties hereto reasonable notice of the time and place of such meeting. The hearings of the Board of Arbitrators shall be conducted in a lawful manner. The written decision of the arbitrators, signed by a majority of them, shall determine the matter and such determination shall be final and conclusive upon the parties hereto. The fees and expenses of arbitration shall be borne as the parties may agree prior to the arbitration, or, in case of disagreement, shall be apportioned by the Board of Arbitrators fairly and equitably.

Nothing contained in this Section shall be construed or deemed to extend the term of this lease or to amend or modify in any way the provisions of Section 16 hereof.

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(continued)

25. Lessee is permitted to install a retractable grain chute in the location indicated on the print. The chute shall be installed and maintained at the entire expense of Lessee and to the satisfaction of Railroad. At all times when Railroad is operating or about to operate on the track adjacent to the premises serving Lessee and at all times when not in use, Lessee shall securely fasten the chute so as to provide the clearances required in this lease.

Lessee hereby indemnifies and will save harmless Railroad from all claims, costs and liability arising from or in any way connected with the presence, maintenance or use of the chute, except when damage or injury is due to the sole negligence of Railroad.

Should any change in lawful clearance requirements, any change in the track serving Lessee or any other change so require, Lessee will alter and relocate the chute at its expense.

26. This lease will be supplemented to include a legal description of the property if requested by either party in writing.

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