

BY ANY OTHER PARTY, WHICH OFFER IS ACCEPTABLE TO PURCHASER, FOR THE SAME PRICE AND UPON THE SAME TERMS AS CONTAINED IN SUCH FIRM OFFER. PURCHASER AGREES THAT UPON RECEIPT OF SUCH FIRM OFFER IT WILL NOTIFY THE SELLER, BY REGISTERED MAIL AT SELLER'S LAST KNOWN ADDRESS, OF SUCH OFFER, TOGETHER WITH A COPY OF THE SAME, AND THE SELLER SHALL THEN HAVE THIRTY (30) DAYS AFTER RECEIPT OF SUCH NOTICE, NOT COUNTING THE DAY OF RECEIVING THE SAME, WITHIN WHICH TO NOTIFY THE PURCHASER OF THE EXERCISE OF ITS OPTION, AND THE SALE AND PURCHASE SHALL BE CONSUMMATED WITHIN SIXTY (60) DAYS THEREAFTER, SUBJECT, HOWEVER, TO APPROVAL OF REGULATORY AUTHORITIES. THIS OPTION IS TO REMAIN IN FULL FORCE AND EFFECT FOR SO LONG AS THE PURCHASER SHALL HOLD TITLE TO SAID PROPERTY.

## II

PURCHASER HEREBY EXTENDS TO THE SELLER THE RIGHT TO PROVIDE FREIGHT SERVICE OVER ALL, OR ANY PART, OF THE RAILROAD TRACK AND RIGHT-OF-WAY WHICH THE SELLER HAS THIS DAY CONVEYED TO THE PURCHASER BY ONE OF THE WRITTEN INSTRUMENTS REFERRED TO ABOVE, UPON THE FOLLOWING TERMS AND CONDITIONS:

- (1) SELLER'S USE THEREOF SHALL IN NO WAY INTERFERE WITH THE USE OF THE TRACK AND RIGHT-OF-WAY BY THE PURCHASER AND SHALL NOT INTERFERE WITH ANY OF THE BUSINESS OPERATIONS OF THE PURCHASER CARRIED ON IN CONJUNCTION WITH PURCHASER'S USE OF THE TRACK AND RIGHT-OF-WAY.
- (2) THE SELLER SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES TO PERSON AND PROPERTY, INCLUDING DAMAGE TO THE TRACK AND OTHER EQUIPMENT, ARISING FROM SELLER'S USE OF THE TRACK AND RIGHT-OF-WAY.
- (3) SELLER SHALL PAY TO PURCHASER A FAIR PRICE OR RENTAL FOR THE USE THEREOF.
- (4) PRIOR TO SELLER'S USE THEREOF, AN AGREEMENT SHALL BE ENTERED INTO ON BEHALF OF BOTH PARTIES, EMBODYING THESE TERMS AND CONDITIONS AND SUCH OTHER TERMS AND CONDITIONS AS ARE REASONABLE AND NECESSARY, WHICH AGREEMENT SHALL BE APPROVED BY THE INTERSTATE COMMERCE COMMISSION ON BEHALF OF THE SELLER.

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