

harmless from any and all loss or liability for injury to persons or property caused by or in any way due to the use of such elevator or elevators by or on behalf of Lessee, or to the failure of Lessee properly to inspect and maintain same.

MUNICIPAL IMPROVEMENTS.

Fourteenth: That in the event any levy, assessment or other charge is made against Lessor or the leased property during the term hereby created, on account of any paving or other public improvement on or adjacent to the leased property, Lessee will thereafter pay to Lessor an additional rental at the rate of six per centum per annum on the amount of such levy, assessment or other charge.

This Indenture cancels and supersedes contract of date March 23, 1940, between the Lessor and Lessee herein, covering lease of said warehouses Nos. 1 and 2.

IN WITNESS WHEREOF, The parties hereto have executed these presents in duplicate the day and year first above written.

Witnesses:

CHARLESTON & WESTERN CAROLINA RAILWAY COMPANY,

*J. B. Camporee*  
*J. E. Rehder*

By *[Signature]*  
Vice-President.

Attest:

By *[Signature]*  
W. T. MARABLE Assistant Secretary. (SEAL)

Witnesses:

THOMAS & HOWARD COMPANY,

X *Laura McKnight*  
X *Margaret Kirkpatrick*

By *[Signature]*  
President.

Attest:

By *[Signature]*  
Secretary. (SEAL)

APPROVED:

*[Signature]*  
General Solicitor.  
*[Signature]*  
Engr. Maint. of Way.  
*[Signature]*  
General Manager.