

Article Fourth: In line 1 the words "construct and" eliminated; lines 3 and 4 the words "in accordance with plans and specifications which must be first submitted to and approved by Lessor in writing before the construction thereof is begun" eliminated.  
 Article Fifth: In line 1 the words "make default in the payment of any installment of rent or shall" eliminated.

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

Witnesses for Lessor:

Joe Ekins  
Ch Jewett

CHARLESTON & WESTERN CAROLINA RAILWAY COMPANY,

By [Signature]  
 Vice-President

Attest:

By [Signature]  
 Assistant Secretary  
 W. T. MARABLE

Witnesses for Lessee:

x Lester E. Kiger

x Byrd W. Warrick

[Signature]  
 (L. V. Jones)

Approved:

W. B. Stachhouse  
 Engineer Maintenance of way,  
 C&W Railway Company.

[Signature]  
 General Solicitor,  
 C&W Railway Company.

[Signature]  
 General Manager,  
 C&W Railway Company.

The said Lessor hereby consents to the subleasing of said premises or a portion thereof to Merchants Candy & Specialty Company, hereinafter for convenience called Sublessee, the consent for such subleasing being on the express condition that the Lessee herein shall remain bound by all the covenants and conditions of this indenture.

In consideration of the consent given by the Charleston & Western Carolina Railway Company to the subleasing to the Sublessee of the premises hereinabove described, the Sublessee hereby agrees that, insofar as concerns its use of said premises the Sublessee will perform and be bound by all of the provisions of this indenture (except the covenant to pay rent to said Railway Company) including the liability and indemnity provisions, as if the Sublessee were the Lessee named herein.

This 15th day of August, 1958.

Witnesses:

x Lester E. Kiger

x Byrd W. Warrick

MERCHANTS CANDY & SPECIALTY COMPANY,

By [Signature]

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