

ARM

J&B-32336

~~9. The Lessee shall execute and deliver unto the Lessor its bond in the penal sum of _____ Dollars (\$ _____), payable to the Lessor, to be underwritten at the cost and expense of the Lessee by such good and sufficient corporate surety as may be approved by the Lessor, conditioned upon the faithful performance of this agreement and all of its terms as herein provided, said bond to be kept in force at the cost and expense of the Lessee until all obligations of the Lessee contained in this agreement shall have been fully discharged and fulfilled, or the Lessee shall have been specifically released therefrom by a written instrument signed and sealed by an authorized officer of the Lessor.~~

10. In the event of cancellation or expiration of this lease as provided in Article 7, Lessor will refund the unearned portion of rent paid, if any.

NOTE: The following changes were made in this agreement prior to execution of same:
Witnesseth Clause: The words "construction and" eliminated.
Article 1: The words "in twelve (12) equal installments, of...Dollars (\$) each, the first of which payments shall be and become due on" and the words "and the others on the first day of each month thereafter during the life of this lease" eliminated; and the word "effective" added.
Article 2: The words "construction and" eliminated.
Article 3: The words "constructing and" eliminated.
Article 5: Second paragraph eliminated.
Article 9: Eliminated.
Article 10: Added.

IN WITNESS WHEREOF, The said parties have executed this agreement, the day and year first hereinbefore written.

Attest: [Signature]
Assistant Secretary.

ATLANTIC COAST LINE RAILROAD COMPANY

WITNESSES:
As to Lessor } [Signature]
 } [Signature]

By: [Signature] General Manager

As to Lessee } [Signature]
 } [Signature]

TEXIZE CHEMICALS, INC.:

By: [Signature] President

Attest: [Signature] (SEAL)
Ass't. Secretary

(Continued on Next Page)