

NOW, THEREFORE, in consideration of the premises and of One Dollar (\$1.00) paid to Railway by Industry, the receipt of which is hereby acknowledged, the said parties do hereby agree with each other as follows:

1. The aforesaid 1954 agreement is amended so as to include under its coverage the portion of the fence, the portion of shed and ramp, and the concrete slab with tank mounted thereon, as fully and to the same extent as if they had been a part of those said facilities described on the first page of said agreement.

2. Railway waives the encroachment of Industry's main plant building and agrees that it may remain as presently located until removed or destroyed and that this waiver shall accrue not only to Industry but to Industry's successors or assigns, subject only to the provisions of the paragraph next following.

3. Industry agrees, for itself and its successors and assigns, that in the event the portion of its building constituting the encroachment referred to in paragraph 2 shall be removed or destroyed, it will not, without Railway's express permission, rebuild the same so as to encroach upon Railway's said right of way.

4. All of the aforesaid installations and/or encroachments of Industry upon Railway's said right of way are shown on Drawing F-1907, dated October 28, 1968, a copy of which is attached and made a part of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate by their proper officials, as of the day and year first above written.

ATTEST:

[Signature]
Assistant Secretary

PIEDMONT AND NORTHERN RAILWAY COMPANY

By *[Signature]*
President

WITNESS:

[Signature]
[Signature]

ATTEST:

[Signature]
Secretary

SHEDD-BARTUSH FOODS, INC.

By *[Signature]*
President

WITNESS:

[Signature]
[Signature]

2nd WITNESS:

[Signature]

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APPROVALS	
Exec. <i>[Signature]</i>	Law <i>[Signature]</i>
Traffic <i>[Signature]</i>	Acctg. <i>[Signature]</i>
Opns. <i>[Signature]</i>	Engng. <i>[Signature]</i>

