

AGREEMENT AMENDING LEASE

Shell shall maintain the premises in as good condition and repair as they now are, excepting reasonable wear and tear, and except that Lessor shall repair or replace any of the leased buildings, improvements and equipment damaged or destroyed by any peril covered by a standard fire and extended coverage insurance policy (whether or not caused by Shell's negligence). If Lessor fails to commence making any repairs or replacements which Lessor is obligated hereunder to make, within five (5) days after Shell gives notice requesting Lessor to do so, or fail to complete the same promptly, Shell may make such repairs or replacements and charge to Lessor the cost thereof. If the premises are rendered wholly or partially unfit for occupancy by any damage or destruction thereof, or if, for any reason other than Shell's negligence, the possession or beneficial use of the premises is interfered with, the rent hereunder shall abate until the premises are fully restored to fitness for occupancy or such interference has ceased.

4. The lease, as hereby and heretofore amended, is ratified and confirmed.

This Agreement shall bind and inure to the benefit of Lessor's heirs, administrators, executors, successors and assigns, and Shell's successors and assigns.

IN WITNESS WHEREOF, this Agreement is executed as of the date first herein written.

WITNESSES:

<u><i>J. Lupo</i></u>	<u><i>J. A. Nickles</i></u> (Seal)
	J. A. NICKLES
<u><i>Mary Suddeth</i></u>	<u><i>Nellie C. Nickles</i></u> (Seal)
	NELLIE C. NICKLES

WITNESSES:

<u><i>J. Parker</i></u>	SHELL OIL COMPANY
<u><i>John Braniff</i></u>	By <u><i>H. S. Easton</i></u>
	REGION MARKETING MANAGER <i>PCB</i>

(Continued on next page)