

Lessor defaults, at any time, in any payment which Lessor is obligated to make under this Article, or in the performance of the obligations of any mortgage or other lien affecting the premises, Shell may remedy such default, in whole or in part, charge to Lessor all costs incurred thereby, and be subrogated to the rights of the holder of such mortgage or other lien.

3. 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:

Edweda B. Hannal

Virginia J. Nalley

WITNESSES:

J. N. McBride

O. T. Schoonmaker

FRANCIS REALTY COMPANY, INC.

By: Jessie J. Francis
President and Treasurer

Attest:

Sophie J. Francis
Vice President and Secretary

SHELL OIL COMPANY

By: C. F. Webster
REGIONAL REAL ESTATE AND DEVELOPMENT MANAGER #1111

(CONTINUED ON NEXT PAGE)