AGREEMENT AMENDING LEASE

Shell shall be obligated, and exclusively entitled, to insure the premises, to their full insurable value and with loss payable to Shell, against the perils covered by the standard fire and extended coverage policy, herein called 'the insured perils', with an insurer of Shell's selection. In event of damage or destruction of the premises by any of the insured perils, whether or not caused by Shell's negligence, Shell shall repair or replace the same, and apply toward payment of the cost thereof the proceeds of such insurance received by it. Subject to the foregoing, and excepting reasonable wear and tear and damage or destruction by causes beyond Shell's control other than the insured perils, Shell shall maintain the premises in as good condition and repair as they now are. 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 interferences has ceased.

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:

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SHERWOOD INC

Sectory of Teas.

WITNESSES:

J. N. MBride

SHELL OIL COMPANY

O.T. Schoonmaker

REGION REAL ESTATE AND DEVELOPMENT MANAGER

(CONTINUED ON NEXT PAGE)