10.   Paragraph 1 (f) of the Lease is hereby amended to read as follows:

"If, during the term of this Lease, or any extension thereof, the buildings on the Demised Premises shall be damaged or destroyed, in whole or in part, by fire or other casualty, or from any cause whatsoever, Lessor shall immediately, at its own cost and expense, promptly repair, replace and rebuild the same at least to the extent of the value of and as nearly as possible to the character of the buildings and improvements therein existing immediately prior to such occurrence, provided, however, that in the event said damage or destruction shall occur at a point in time at which less than two (2) years remain on either the original term hereof (the term ending December 31, 1991) or any renewal term hereof, Lessor may elect not to repair, replace or rebuild the buildings on the Demised Premises. In the event Lessor shall elect not to repair, replace or rebuild the buildings on the Demised Premises, pursuant to the provision in the immediately preceeding sentence, the Lease shall terminate as of the date of such damage or destruction, and the fire and extended coverage insurance proceeds payable to the Lessor for the rebuilding of said buildings shall be divided among the Lessor and Lessee as follows: Lessee shall receive the portions of such insurance proceeds attributable to the building currently occupied by Rite-Aid Drug Store and to the addition to the building on the Demised Premises constructed pursuant to the authority granted in Paragraph 1 (m) hereof, and Lessor shall retain the balance of such insurance proceeds."

11.   Except as herein modified, amended and supplemented, the parties hereto hereby reaffirm the Lease.

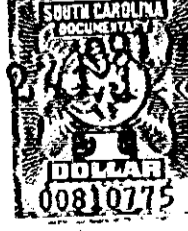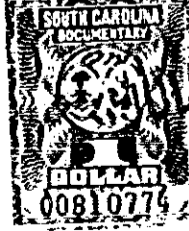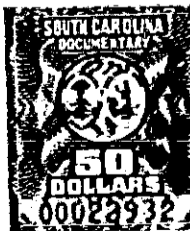Patricia C Presaly

Vicki Thompson

THORNWELL HOME FOR CHILDREN

By _____
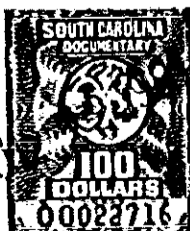
Its Chairman of the Board

And_____

Its_____

                        Lessor

-5-   JUL 22 1981