

WHEREAS, the Lease Agreement referred to above has been amended by the parties by an instrument entitled "Amendment of Lease" dated as of January 31, 1970, and recorded in the aforementioned counties as follows:

	<u>Volume</u>	<u>Page</u>	<u>Records</u>
1. Washington County, Mississippi	1216	199	Land Deed
2. Greenville County, South Carolina	912	469	Mortgage (Deed)
3. Knox County, Tennessee	1571	167	Register's Office
4. Loudon County, Tennessee	T/B 117	67	Register's Office
5. DeKalb County, Georgia	2605	184	Deeds

WHEREAS, LESSEE desires to discontinue the use and operation of the tracts contained in Parcel No. 1 as service stations; and

WHEREAS, Section 3 of the said Lease and the said Amendment to Assignment and Mortgage provide for a substitution of properties in the event of the discontinuance of operation of any property; and

WHEREAS, it is the desire of the parties hereto to release the said Parcel No. 1 from the encumbrance of the said Lease and the Assignment and Mortgage and to substitute the tract included in Parcel No. 2 hereinafter described for the said Parcel No. 1;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of Ten Dollars (\$10.00) to each of them paid and the further consideration of the substitution of the hereinafter described Parcel No. 2, LESSEE, CORPORATE TRUSTEE, and the INDIVIDUAL TRUSTEE do release, remise and quitclaim unto LESSOR, its successors and assigns, all the right, title claim and demand of the said LESSEE, CORPORATE TRUSTEE and INDIVIDUAL TRUSTEE in and to Parcel No. 1 described above.

For and in consideration of the releasing of Parcel No. 1, LESSOR does by these presents lease and let unto LESSEE and does substitute therefor said Parcel No. 2 designated and located as follows, and being more particularly described in Exhibit "B" attached hereto and made a part hereof:

1. La 139                    2100 Cleary Avenue  
New Orleans, Jefferson Parish, Louisiana

It is the intention of the parties hereto that Parcel No. 2 shall be subject to all provisions of the above-mentioned Lease and Assignment and Mortgage as fully and to the same extent as had the said Parcel No. 2 been originally described in Schedule