NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That, in consideration of the foregoing and the sum of One (\$1.00) Dollar paid by Cameron-Brown to Owner, the receipt whereof is hereby acknowledged by Owner, the Owner hereby assigns, transfers and sets over unto Cameron-Brown the said lease, as additional security; and for the consideration aforesaid, the Owner hereby covenants and agrees to and with Cameron-Brown, that it will not, without the written consent of Cameron-Brown,

- (a) Cancel said lease or accept a surrender thereof unless

  Owner and said Humble Oil and Refining Company shall execute a

  new lease which shall go into effect prior to or simultaneously

  with said cancellation and surrender, said new lease to provide

  for a rental of not less than the rent payable under the cancelled

  lease, and which shall not diminish the tenant's obligation to

  pay taxes and insurance to the extent that such obligations may

  exist under the cancelled lease, and which new lease shall run

  to a date which shall not be prior to the expiration of said

  cancelled lease. Owner covenants and agrees to assign said new

  lease to Cameron-Brown in the same form and manner as he assigned

  said cancelled lease.
- (b) Reduce the rent, nor accept payment of any installment of rent in advance of the due date thereof.
  - (c) Modify said lease, either orally or in writing.
- (d) Consent to an assignment of the Lessee's interest in said lease which will relieve the tenants of liability for the payment of rent and the performance of the terms and conditions of the lease.
- (e) Accept a surrender or abandonment or vacation of the premises prior to the end of the term of the lease. Any of (Continued on next page)