

7. TAXES, ASSESSMENTS AND REPAIRS: Lessor will promptly pay all taxes and assessments against the premises and property as and when they become due, and will, at Lessor's expense, make all structural repairs necessary to keep any buildings in tenantable condition.

7a. Marathon will pay all taxes levied against any equipment, building or other property that it may install or have located on said premises.

8. REMOVAL OF EQUIPMENT AND PROPERTY: Marathon is hereby given the right to remove any equipment, building and property that it may have located on the premises, provided the same shall be removed within thirty (30) days after the termination of this lease, provided that Marathon at its expense repair all damage to the premises caused by such removal.

9. DESTRUCTION OF BUILDING: In the event that any buildings located on the premises are partially or totally destroyed by any cause not chargeable to the negligence of Marathon, its agents, successors, or nominees, the rental payable under this lease shall abate until such time as the premises are restored.

10. ILLEGALITY OF OPERATING SERVICE STATION: If at any time the operation of a service station on the premises is prevented by Federal, State, County or Municipal governmental authority, Marathon shall have, at its election, the right to cancel this lease upon thirty (30) days' written notice to Lessor of its intention so to do.

11. DEFAULT: If the rent reserved to Lessor, or any part thereof, shall remain unpaid for a period of ten (10) days after it becomes due, or if Marathon shall be in default with respect to any of its covenants herein contained, Lessor, his agent or agents, shall immediately notify Marathon. Said notice shall state specifically the default and if the default is not performed within fifteen (15) days after the receipt of such notice, Lessor may declare this lease cancelled and be relieved from further performance hereunder.

11a. Should Lessor be in default with respect to any of the covenants and conditions in this lease, Marathon shall notify Lessor, said notice stating specifically the default, and Lessor shall have fifteen (15) days after the receipt of said notice to perform any covenants or conditions with respect to which Lessor is in default. On failure to do so, Marathon may, at its election, perform or fulfill any of the defaulted covenants or conditions, and deduct the cost of same from rentals accruing hereunder, ~~and Lessor shall be deemed to have agreed to such deduction.~~

11b. In the event that Lessor or Marathon waives a default by the other party, such waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default on the part of either party.

11c. All notices and demands herein required shall be in writing and shall not be deemed sufficient unless given by mailing the same by registered or certified United States mail, addressed to the Lessor at P. O. Box 5152, Station B, Greenville, South Carolina, or addressed to Marathon at its home office at 539 South Main Street, Findlay, Ohio, and the mailing thereof shall be deemed sufficient service.

12. WARRANTY: Lessor covenants and agrees with Marathon that Lessor is the lawful owner of the premises, that the same are free and clear of all liens, claims and encumbrances except Mortgage - Liberty Life Insurance Company

and Lessor will defend the same against all claims whatsoever. Lessor further covenants and agrees that Marathon, by paying the rents and observing and keeping the covenants of this lease on its part to be kept, shall lawfully, peaceably hold, occupy and enjoy the premises during the term herein created, or any extension, without any let, hindrance or molestation by Lessor, or by any person or persons claiming lawfully under Lessor.

13. ASSIGNMENT OR SUBLEASE: Marathon shall have the right to sublet all, or any portion of the premises, or assign this lease to any reputable or responsible person, firm or corporation, so long as Marathon is not in default with respect to payment of rent or in the performance of any of the terms and conditions of this lease.

14. OPTION TO PURCHASE: In the event Lessor receives a bona fide offer to purchase the premises during the term of this lease, or any extension thereof, and desires to accept same, Marathon shall have the first right and option to purchase said premises at the same price and upon the same terms and conditions as offered by any such prospective purchaser. Immediately upon receiving any such offer to purchase, Lessor shall notify Marathon in writing, setting forth the name and address of the prospective purchaser and the full details of such offer. Marathon shall have a period of twenty (20) days after receipt of said notice in which to notify Lessor of its election to purchase on the terms contained in said bona fide offer.

14a. In the event Marathon elects to purchase, Lessor will furnish forthwith a complete abstract of merchantable title certified to date by a reliable attorney or abstract company, or a certificate of title insurance issued by a title insurance company satisfactory to Marathon, showing a good and merchantable title in Lessor, free and clear of all taxes, liens and encumbrances, except such as Marathon may have expressly agreed to assume. Marathon shall have a reasonable time thereafter in which to examine the evidence of Lessor's title, and if such title is found to be acceptable, Lessor agrees to convey title to said premises to Marathon by general warranty deed, with release of dower, if any.

~~14b. In addition to the option mentioned in Paragraph 14, Lessor hereby grants and gives unto Marathon the first right and option to purchase the premises during the term of this lease, or any extension thereof, for the price of~~

~~\_\_\_\_\_ Dollars (\$\_\_\_\_\_). Should Marathon exercise said option, it will notify Lessor in writing, and in such event the provisions of Paragraph 14a shall become applicable to said transaction.~~

14c. Said first right and option and said option to purchase shall be additional consideration for said rents and covenants to be paid and performed by Marathon, and shall be a condition thereto.

15. No change in ownership of the leased premises or the designation of rental payments shall be binding upon Marathon until it has received written notice thereof and is furnished with evidence satisfactory to it of any such change.

16. Marathon shall have the right to enter into possession of the premises and shall have a reasonable time thereafter to satisfy itself as to Lessor's title. Lessor agrees to cooperate with Marathon's examination of title by furnishing Marathon with a copy of an abstract of

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