

Lessee shall pay Marathon rent as follows:

The sum of Two Hundred Seventy-seven and 56/100 Dollars (\$277.56) per calendar month payable in advance on the first day of each and every month.

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

6. 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 Lessee its agents, successors, or nominees, the rental payable under this lease shall abate until such time as the premises are restored.

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

7a. Should Marathon be in default with respect to any of the covenants and conditions in this lease, Lessee shall notify Marathon, said notice stating specifically the default, and Marathon shall have fifteen (15) days after the receipt of said notice to perform any covenants or conditions with respect to which Marathon is in default. On failure to do so, Lessee may, at its election, perform or fulfill any of the defaulted covenants or conditions, and deduct the cost of same from rentals accruing hereunder, or it may declare this lease cancelled and be relieved from further liability hereunder.

7b. In the event that Marathon or Lessee 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.

7c. All notices and demands herein required shall be in writing

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