

Assignor and Assignee agree that the tax obligation for 1977 is to be prorated. The Assignor agrees to pay its share upon receipt of the paid tax statement.

Assignee hereby covenants and agrees to pay and discharge any claims, liens or demands against these premises during the term of the lease.

Assignee further covenants and agrees to indemnify and save Assignor harmless from any and all claims, demands, liability or expense resulting from Assignee's failure to pay and discharge any claim on account of such improvements or taxes.

IN WITNESS WHEREOF, the parties have duly executed this agreement and affixed their respective sales thereto this 27 day of Jan., 1977.

WITNESS:

Laura L. Larson
E. White

EXXON CORPORATION
(ASSIGNOR)

BY: [Signature] (L.S.)
Vice-President

ATTEST: [Signature]
Asst. Secretary

[Signature]
Barry Blunk

ASSIGNEE
[Signature] (L.S.)
Lee R. Atkinson

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