Lessor at its office at 111 West Washington Street, Chicago, Illinois, or at such other place as the Lessor may from time to time designate.

The Lesser hereunder covenants and agrees that it will use and occupy said premises in a careful, safe and proper manner; that it will not permit or suffer any waste thereon or thereof, or any nuisance thereon or thereabouts and that it will maintain the lessed premises in a clean, nest, orderly and sightly condition. The Lessee hereunder covenants and agrees that it will at its own cost maintain in good condition and repair any and all structures, buildings, improvements and coulpment belonging to the Lessor and hereby leased to the Lessee; and that it will not encumber or remove the same, or do or suffer to be done anything whereby the same or any part thereof may be seized, taken on execution, attached, destroyed or injured or by which the title of the Lessor thereto may in any way be altered, impaired or prejudiced; and it is expressly understood that said structures, buildings, improvements and equipment shall at all times be and remain the property of the Lessor.

The wessee hereunder shall be liable for and agrees to pay all occupation taxes and licenses; and all water, gas and electric light and power charges.

The Lessee for itself, successors, trustees and assigns, herewith agrees to indemnify and save harmless the Lessor from any and all claims for liability for any loss, damage, injury or other casualty to persons or property caused or occasioned by any leakage, fire or explosion of or from any equipment covered by this lease, or through any defect in the construction, installation, use or operation of the same, whether due to neglegence of the Lessor or otherwise.

The Lessee, for itself, its successors, trustees and assigns, does hereby waive, relinquish and discharge the Lessor of and from any and all llability for damages which may be suffered by the Lessee, its employees or others and by reason of any leakage fire, explosion or other casualty resulting from any imperfection of any of the equipment covered by this lease or any appliances connected p therewith or from any cause whatsoever.

Said Lessor covenants and agrees to and with said Lessee that the rents being paid in the manner and at the time prescribed, and the covenants, conditions and warranties herein being all and singular kept, fulfilled and performed, said Lessee shall lawfully and peace ably have, hold, possess and occupy the premises hereby leased during the term hereby granted without any hindrance, distrubance or molestation from the Lessor, except in the event herein after specified.

It is mutually agreed that if the lease by virtue of which the Lessor holds the demised real property is perminated or cancelled for any cause, then upon such event Lessor shall give Lessee thirty days notice in writing of the cancellation of this lease. Upon the expiration of said thirty days this lease shall be cancelled and terminated and neither party hereto shall thereafter be under any obligation to the other, except such as may have matured prior to the termination of said thrity day period. The notice herein provided for may be given by the Lessor by repositing in the United States mail a letter addressed to Tulsa Oil Froducts Company, Tulsa, Oklahoma.

In the event Lessee shall violate any condition of this agreement or be in any manner in default hereunder, including nonpayment of rent when due, the Lessor shall have the right to declare this agreement terminated and without any recourse to legal proceedings, entere the premises and repossess itself of the same, including the improvements, equipments, merchandise and any other property of the Lessee situated thereon.

It is further understood and agreed that Lessor has outstanding certain coupon books which may be used by customers for the purchase of petroleum products and Lessee agrees to honor and redeem said coupons and Lessor agrees to reimburse Lessee for the value of said

- Total