

Whereas, the said parties of the second part are conducting and maintaining a gasoline filling and service station and greasing rack business on the real estate above described and are now being supplied with gasoline, lubricating oils and greases and other petroleum products, by the party of the first part, and said parties of the second part desire and have requested said party of the first part to furnish and loan to the said parties of the second part, and to install on the said leased premises above described, certain equipment, hereinafter described, for the better storing, handling and dispensing of the said gasoline, upon the terms and conditions hereinafter set forth.

Now, therefore, in consideration of the premises and of the sum of one dollar (\$1.00) by each of the parties hereto to the other in hand paid, the receipt whereof is hereby acknowledged by each of the parties hereto, and in consideration also of the execution and delivery of said lease by the lessors therein named to said parties of the second part, and in further consideration of the mutual covenants and conditions hereinafter contained, the parties hereto do hereby contract and agree as follows:

(1) The party of the first part agrees to furnish and loan to the parties of the second part the following described equipment to-wit:

- One (1) gallon Air Lift Gasoline Pump,
- One (1) 550 gallon Underground Gasoline Storage Tank,
- One (1) Air compressor suitable for handling a one pump gasoline station,

which said equipment the said party of the first part agrees to properly install on the said lease premises above described at its sole cost and expense;

(2) In consideration of the furnishing, loaning, and installation of the above described leased premises by party of the first part, parties of the second part agrees that said above described equipment shall be used by them for the sole purpose of storing, handling and dispensing gasoline by party of the first part, and said parties of the second part further agrees to pay party of the first part the prevailing tank wagon market price in Tulsa on the date of purchase, cash upon delivery, for all gasoline purchased from party of the first part during the life of this agreement, and the list price, less regular dealer's discount, cash upon delivery for all lubricating oils and greases and all other petroleum products purchased from party of the first part during the life of this agreement.

(3) Parties of the second part further agree, at their own cost, to maintain said equipment in good condition and repair so long as they shall continue to use the same hereunder.

(4) It is expressly understood and agreed by and between the parties hereto that the said above described equipment shall be and remain the sole property of the party of the first part, and the parties of the second part agree that they will not encumber or remove the said equipment or any part thereof, or do or suffer to be done anything whereby said equipment or any part thereof may be seized, taken on execution, attached, destroyed, or injured, or by which the absolute title of the party of the first part thereto may in any way be altered, defeated, destroyed or prejudiced.

(5) In the event parties of the second part should at anytime use or permit the said equipment to be used for any other purpose than the storing, handling and dispensing of gasoline supplied by party of the first part, or should cease for fifteen (15) days to handle and dispense gasoline, lubricating oils, greases and petroleum products secured from party of the first part, or shall fail or refuse to pay first party the said agreed purchase price of any gasoline, lubricating oils and greases, or any other petroleum products, furnished by first party, cash upon delivery thereof as above provided, or if said parties of the second part should fail to pay any rental installment reserved in and by said lease when due according to the terms thereof, or should fail to keep and perform all and singular the terms, covenants