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SERIES C LEASE

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THIS LEASE AGREEMENT (herein called "Lease"), dated as of December 1, 1962, between MARDEVCO, Inc., a Delaware corporation, with offices at Room G-61, 200 East Golf Road, Palatine, Illinois (herein called "Lessor"), and The Pure Oil Company, an Ohio corporation, with offices at 200 East Golf Road, Palatine, Illinois (herein called "Lessee"),

WITNESSETH:

Lessor, for and in consideration of the payments hereinafter stipulated to be made by Lessee, and the covenants and agreements hereinafter contained to be kept and performed by Lessee, does by these presents demise, lease and let unto Lessee, for the term and upon the conditions hereinafter stated, the lands and premises situated in the States of Alabama, Florida, Illinois, Michigan, Ohio, South Carolina and Virginia, more particularly described in Schedule 1 attached hereto and by reference thereto made a part hereof for all purposes, together with all buildings thereon (said lands and buildings, together with all rights-of-way or use, servitudes, licenses and easements appurtenant thereto, being herein called the "Properties"), but excluding all tanks, pumps, storage facilities, machinery, apparatus and other equipment (herein called "Marketing Facilities"), subject, however, to all rights-of-way or use, servitudes, licenses, easements, restrictions, reservations, conditions, agreements, laws, ordinances and regulations now or hereafter burdening or affecting the Properties or any part thereof or the ownership, occupancy or use thereof.

1. *Term.* Subject to the further provisions hereof, this Lease shall remain in force and effect for a term commencing December 1, 1962, and ending at the close of business on February 1, 1986.

2. *Annual Rentals and Subordinated Loans.* As the basic rental consideration herefor, Lessee will pay to Lessor at Lessor's office in Palatine, Illinois, or such other place as Lessor may designate, an annual rental, in semi-annual installments on each February 1 and August 1 during the term hereof, as set forth in Schedule 2 attached hereto and by reference thereto made a part hereof for all purposes.

Lessee also will lend (not as basic or additional rental hereunder) to or for the account of Lessor, from time to time as required and on a basis fully subordinated to the payment of all Note Indebtedness (as defined in the Note Agreements, dated November 30, 1962, between Lessor and certain institutional purchasers) of Lessor as provided in such Note Agreements, to the extent that Lessor does not currently have sufficient available funds therefor, sums sufficient to discharge in full Lessor's requirements for funds with which to pay, when and as due and payable, all Note Indebtedness and Lessor's operating and corporate expenses, including, without limitation, Lessor's expenses for legal and accounting fees, Lessor's expenses in connection with the issuance of any of its securities (including stamp and other taxes payable in such connection), Lessor's expenses in connection with this Lease and the other leases and instruments provided for in such Note Agreements, and Lessor's liability for taxes on its income and business (including Federal, state and other income and excess profits taxes).

The obligation of Lessee to pay the basic rental, additional rentals (the same being provided for in paragraphs 7 and 8 hereof) and other sums payable hereunder is and shall be deemed a separate, absolute, unconditional, independent covenant without any right of set-off for any reason whatsoever and shall not be abated, deferred or diminished on account of loss or destruction of, damage to, by an Act of God or enemy or otherwise, or restriction of the use or occupancy of, or any defect in title to, any one or more of the Properties or portions thereof, or on account of any failure on the part of Lessor to perform any of its obligations hereunder, or for any other similar or dissimilar cause.

This Lease shall be deemed and construed to be a "net lease", and Lessor shall receive, except as otherwise expressly provided herein, all basic rent, all additional rent and all payments hereunder to be made by Lessee free from any charges, taxes, assessments, fees, impositions, expenses or deductions of any and every kind or nature whatsoever.