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Lease and Agreement

BY AND AMONG

DELAWARE WESTERN PROPERTIES, INC.,
Lessor

AND

COMAP, INC.,
Lessee

AND

BANKERS TRUST COMPANY,
as Escrow Agent

AND

BANKERS TRUST COMPANY

AND

R. I. LANDAU,
as Trustees

Dated as of November 30, 1970

Attached to this Lease and Agreement as Exhibit "A" is a legal description of the lands lying in the particular state and county in which this particular original counterpart of such Lease and Agreement is being or is to be recorded. Appendix A to such Lease and Agreement is hereby supplemented to that extent, as is provided for in Paragraph 32 of such Lease and Agreement.

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THIS LEASE AND AGREEMENT (herein sometimes called this "Lease"), dated as of November 30, 1970, by and among DELAWARE WESTERN PROPERTIES, INC., a Delaware corporation (herein called "Properties"), having an office at 100 West Tenth Street, Wilmington, Delaware 19801, and COMAP, INC., a Delaware corporation (herein called "the Company"), having an office at 100 West Tenth Street, Wilmington, Delaware 19801, and BANKERS TRUST COMPANY, a New York corporation, as Escrow Agent (herein called the "Escrow Agent"), and said BANKERS TRUST COMPANY and R. I. LANDAU, as Trustees under the Indenture referred to herein and now having their offices at One Battery Park Plaza, New York, New York 10015 (herein collectively called the "Trustee"),

WITNESSETH:

WHEREAS, the Company is the owner of, or has arranged to acquire title to, certain parcels of land described in Appendix A, such parcels, including all of the buildings and improvements thereon, and the easements and other appurtenances relating thereto, being herein individually called a "Leased Parcel" and collectively the "Leased Premises", except that for the purposes of Parts II and III hereof (i) the terms "Leased Parcel" and "Leased Premises" shall include a Leased Parcel only as and when conveyed to Properties hereunder, and (ii) such terms shall include, effective upon substitution, all substituted properties conveyed to Properties as contemplated under Paragraph 14 and (iii) such terms shall not include (in respect of periods subsequent to conveyance, condemnation, sale or removal, as the case may be) any properties conveyed to the Company or its designee pursuant to Paragraphs 12, 14 and 19, or properties condemned in whole by competent authority for public use or purpose or sold to such authority in lieu of condemnation pursuant to Section 806 of the Indenture or Paragraph 16(c) hereof, or improvements removed from the Leased Premises pursuant to Paragraph 12 or 13; and

WHEREAS, Properties desires to purchase from the Company, and the Company desires to sell, convey and transfer to Properties, the Leased Premises; and

WHEREAS, effective upon the sale, conveyance and transfer to Properties of the Leased Premises, Properties desires to lease to the Company, and the Company desires to lease from Properties, the said Leased Premises; and

WHEREAS, contemporaneously with the execution of this Lease and Agreement, Continental Oil Company, a Delaware corporation (herein, together with its successors and assigns by merger, consolidation, sale of assets or otherwise, called "Continental"), being the owner of all of the issued and outstanding capital stock of the Company, has agreed with Properties and the Trustee in an agreement dated as of November 30, 1970 to guarantee the performance by the Company of all of its obligations hereunder (said agreement, which is attached hereto as Appendix B, being herein called the "Guarantee Agreement"); and

WHEREAS, in order to provide funds for the acquisition by Properties of the Leased Premises, Properties and certain institutional investors (the "Purchasers"), contemporaneously with or prior to the execution and delivery of this Lease, have entered into Note Purchase Agreements dated as of November 23, 1970 (herein called the "Note Purchase Agreements") pursuant to which Properties has agreed to issue and sell $25,000,000 aggregate principal amount of its 9% Notes Due 2000 (herein called the "1970 Notes") and Substitute Notes, if any (hereinafter, together with the 1970 Notes, collectively called the "Notes") in accordance with the Indenture dated as of November 30, 1970 from Properties to the Trustee and the Escrow Agent (herein called the "Indenture") and, as security for the payment thereof, pursuant to the Indenture and the Assignment, dated as of November 30, 1970 from Properties and the Company to the Trustee (herein called the "Assignment") Properties is assigning its right, title and interest in, to and under this Lease and the Guarantee Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration and of the mutual benefits, covenants and agreements herein expressed, the Company, Properties, the Trustee and the Escrow Agent agree as follows:

PART I—ACQUISITION ARRANGEMENTS

1. Acquisition of Leased Premises.

The Company agrees to acquire, to the extent it shall not already have done so, the Leased Premises, subject to any or all of the matters set forth with respect to each Leased Parcel in Appendix A. Subject to the provisions of Paragraphs 3 and 4 and upon the terms and conditions hereinafter specified, the Company agrees to sell to Properties, and Properties agrees to purchase from the Company, the Leased Premises. The amount of the purchase price to be paid by Properties to the Company for the Leased Premises shall be the aggregate of the initial purchase prices set forth in Appendix C for each of the Leased Parcels (herein called in the case of each Leased Parcel the "Initial Purchase Price" for such Leased Parcel), such amounts to be paid to the Company by the Escrow Agent as provided in Paragraph 2(b).

2. Sale and Disposition of Proceeds of Notes; Escrow Fund.

(a) *Sale of Notes.* Properties agrees (i) to observe and perform all the obligations to be observed and performed by it under the Note Purchase Agreements, (ii) neither to take, cause to be taken, participate in nor initiate, any action, nor to sign any instrument nor to enter into any agreement of any nature whatsoever, that might reasonably be the basis for any Purchaser refusing pursuant to a Note Purchase Agreement to purchase the Notes it is committed to purchase thereunder, (iii) to take whatever action may reasonably be required of it in order to insure (A) that the representations and warranties of Properties contained in the Note Purchase Agreements remain accurate and correct until the last Closing (as defined in the respective Note Purchase Agreements) has been completed, (B) the performance by it of, or compliance by it with, all conditions contained in the Note Purchase Agreements to the Purchasers' obligations to purchase Notes at such Closing, and (C) that it remains a corporation duly organized, validly existing and in good standing under the laws of Delaware so long as it shall be the lessor under this Lease, (iv) that all moneys received from the sale of the Notes and all rentals paid by the Company and all other

moneys received by Properties in connection with the Leased Premises shall be applied solely and exclusively in the manner and for the purposes expressed and specified in the respective Note Purchase Agreements, in the Indenture, in the Notes and herein, (v) that the Company shall have and may exercise all the rights, powers, authority and benefits stated to be in the Company in the Indenture and in the Notes and (vi) that no modification, alteration or amendment of the Note Purchase Agreements, the Indenture or the Notes shall prejudice the rights, powers, authority or benefits to which the Company would otherwise be entitled thereunder or by virtue of this Lease; provided, however, that the failure of Properties to observe and perform any of the covenants set forth in this sentence shall neither limit nor otherwise modify the rights of Properties under this Lease or the obligation of the Company strictly to observe and perform its obligations contained in this Lease, including, without limitation, the obligation of the Company to make payments of money as set forth herein without claim of any right of setoff, counterclaim or recoupment.

(b) *Disposition of Proceeds of Notes.* The proceeds of the sale of the Notes shall forthwith upon receipt be deposited in the Escrow Fund established by the Indenture (herein called the "Escrow Fund") to be held and invested by the Escrow Agent as provided therein. The Escrow Agent shall pay to the Company out of amounts held in the Escrow Fund (i) the Initial Purchase Price for each Leased Parcel set forth in Appendix C upon delivery to the Escrow Agent of a certificate of the Company relating to the Leased Parcels with respect to which such payment is to be made, substantially in the form annexed hereto as Appendix D, signed by its President, Vice President, Treasurer or Assistant Treasurer, together with an opinion or opinions of counsel substantially in the form annexed hereto as Appendix E, provided that no payment shall be made pursuant to this clause (i) after December 15, 1972, and (ii) after December 15, 1972, all amounts remaining in the Escrow Fund upon compliance by the Company with the provisions of Paragraph 3(e); provided, however, that if the Company shall not so comply with such provisions of Paragraph 3(e), the Escrow Agent shall pay all amounts then remaining in the Escrow Fund to the Trustee for deposit in the Debt Service Fund. Pending payment of the amounts in the Escrow Fund, the undisbursed portion of the same shall, at the

option of the Company, be invested and reinvested in Eligible Securities as defined in the Indenture subject to the provisions of the Indenture. Such investments shall be made by the Escrow Agent as directed and designated by the Company. All income and other gain from such investments shall become a part of and be carried to the credit of the Escrow Fund and any loss resulting from such investments shall be charged to the Escrow Fund. As and when any amounts invested as aforesaid may be needed for disbursement from the Escrow Fund, the Escrow Agent shall cause a sufficient amount of such investments to be sold or otherwise converted into cash to the credit of the Escrow Fund.

3. Conveyance of Leased Premises.

(a) *Date of Conveyance.* The conveyance to Properties of each Leased Parcel shall occur no earlier than the time of the first Closing held in connection with the issuance of the Notes. The Company agrees to use its best efforts to convey, within thirty business days after each Closing held in connection with the issuance of the Notes, or, if not practicable within such time period, as soon thereafter prior to December 15, 1972 as practicable, Leased Parcels having, together with all Leased Parcels previously conveyed to Properties, an aggregate Initial Purchase Price at least equal to the aggregate principal amount of Notes purchased at or prior to such Closing.

(b) *Deeds.* Each conveyance of a Leased Parcel shall be effected by the delivery by the Company to Properties of a full covenant and warranty deed or deeds in recordable form and in such form as is customary in the jurisdiction in which the Leased Parcel is located, duly executed and acknowledged, having affixed thereto revenue stamps in the amount (if any) required by law, and granting to Properties a fee simple estate in such Leased Parcel, limited as hereinafter provided, and warranting that, subject to liens, charges, encumbrances and violations permitted by Paragraphs 3(d) and 4 the grantor has good and marketable title to such Leased Parcel and that such estate is free of all other liens, charges, encumbrances and violations. Each such deed shall provide, as the sole special limitation on Properties' fee simple estate in such Leased Parcel, that such estate shall continue for only so long as this Lease shall not have been terminated pursuant to Paragraph 18(a).

(c) *Costs, Expenses and Taxes.* The Company shall pay or cause to be paid all of the costs and expenses in connection with the preparation and delivery of said deeds and of the filing or recording when filed and recorded of said deeds, this Lease and the Assignment, and all taxes and charges payable in connection with any of the foregoing or the conveyance and transfer to Properties of the Leased Premises.

(d) *Violations and Nuisances.* The existence on the date of conveyance as aforesaid of any violations or alleged violations of construction, sanitary, safety or similar laws, ordinances or regulations or any nuisances or alleged nuisances shall not excuse any failure on the part of Properties to accept title to the Leased Premises at the closing of title, and, subject to the provisions of Paragraphs 11, 13, 17 and 21, the Company shall not have any obligations with respect to any such violations or alleged violations or nuisances or alleged nuisances except (notwithstanding that such violations, alleged violations, nuisances or alleged nuisances occurred at or prior to such date) the obligations with respect thereto provided in this Lease.

(e) *Delivery of Promissory Notes in Lieu of Property.* The Company hereby agrees that, if the aggregate Initial Purchase Price of Leased Parcels which have been conveyed to Properties on or prior to December 15, 1972, shall be less than the aggregate principal amount of Notes purchased prior to such date, it will, within five business days thereafter, cause Continental to deliver to the Trustee a promissory note or notes of Continental payable to the Trustee in an aggregate principal amount equal to such deficiency and an opinion of counsel, each complying with this Paragraph 3(e). Upon compliance by the Company with the provisions of this Paragraph 3(e), the Company's obligation to convey and Properties' obligation to purchase Leased Parcels pursuant to Paragraph 1 and this Paragraph 3 shall terminate. A failure by the Company so to comply herewith shall constitute a default on the part of the Company hereunder. The promissory notes to be delivered pursuant to this Paragraph 3(e) (herein called the "Promissory Notes") shall be in substantially the form set forth in Appendix F and shall:

(i) be dated in each case (A) on the day of delivery thereof if delivered on any May 31 or November 30, or (B) on the May 31

or November 30 next preceding the day of delivery thereof if delivered on any other date;

(ii) mature, unless sooner paid in full pursuant to the provisions thereof and hereof, on November 30, 2000;

(iii) bear interest (computed on the basis of a 360-day year of twelve 30-day months) payable semi-annually on the last day of May and November of each year (or if such day shall not be a business day, on the next preceding business day) on the unpaid principal amount thereof from the date thereof until paid, and (to the extent that payment of such interest is enforceable under applicable laws) on any overdue installment of interest, at the rate of 9% per annum;

(iv) be mandatorily prepaid on the last day of November (or if such day shall not be a business day, on the next preceding business day) occurring after the respective dates thereof and on the last day of each November (or such next preceding business day) thereafter to and including November 30, 2000, or until the entire principal amount thereof shall have been paid, in an aggregate principal amount which bears the same relation to the aggregate unpaid principal amount of all Promissory Notes then being delivered to the Trustee as the aggregate principal amount of Notes required to be prepaid pursuant to Sections 702 and 302(c)(v) of the Indenture on the Note Payment Date (as defined in the Indenture) next following each such date for the mandatory prepayment of principal bears to the aggregate principal amount of Notes outstanding as of the date of such delivery;

(v) be prepayable at the option of Continental upon 45 days notice to the Trustee on any day on which interest on such Promissory Notes is due and payable at such price including such premiums, and otherwise upon such terms as the 1970 Notes may be prepaid in accordance with the Indenture on the Note Payment Date (as defined in the Indenture) next following such day; and

(vi) shall become immediately due and payable as to the entire outstanding principal amount thereof and the interest accrued thereon whenever (A) the Trustee shall have declared the principal and accrued interest on the outstanding Notes due and payable pursuant to Section 1102 of the Indenture unless the Trustee shall have rescinded such declaration pursuant to Section 1111 of the Indenture, or (B) default shall be made in any payment of interest or mandatory prepayment of principal pursuant to clauses (iii) and (iv) of this Paragraph 3(e), such default shall have continued for a period of 5 business days, and the Trustee shall

thereafter have declared the principal and accrued interest on all Promissory Notes due and payable; provided, however, that the Trustee may rescind any such declaration made pursuant to this clause (vi)(B) if there shall have been paid to the Trustee prior to such rescission an amount sufficient to pay all matured installments of interest and principal on the Promissory Notes which shall have become due otherwise than by such declaration together with interest at the rate provided herein on overdue principal and (to the extent permitted by law) on overdue interest and, subject to the provisions of Section 1201(c) of the Indenture, all amounts due the Trustee pursuant to the Indenture;

provided, that, in the event Substitute Notes are outstanding at the time of the delivery of Promissory Notes in accordance with the provisions of this Lease, one or more series of which Substitute Notes bear interest at a different rate or rates than the 1970 Notes or are mandatorily prepayable in accordance with a different schedule than the 1970 Notes, that part of the principal amount of Promissory Notes then being delivered which bears the same relation to the entire principal amount of Promissory Notes then being delivered as the aggregate principal amount then outstanding of each such series of Substitute Notes bears to the entire principal amount of Notes then outstanding shall (i) bear the same rate of interest as such series of Substitute Notes, (ii) be mandatorily prepayable in accordance with a schedule which will retire such principal amount of Promissory Notes at the same rate as the outstanding principal amount of Substitute Notes of such series is mandatorily prepayable, (iii) shall be prepayable at the option of Continental at such times, at such prices, including premiums, and otherwise upon such terms as such series of Substitute Notes may be optionally prepaid and (iv) shall otherwise comply with the provisions of this Paragraph 3(e).

Any Promissory Note delivered by Continental to the Trustee pursuant to this Paragraph 3(e) shall be accompanied by an opinion of counsel addressed to the Escrow Agent and the Trustee, to the effect that such Promissory Note has been duly authorized, executed and delivered by Continental, is the legal, valid, binding and enforceable obligation of Continental, and is in compliance with the provisions of this Paragraph 3(e).

4. Covenant Against Liens.

The Company agrees that each Leased Parcel shall be sold and conveyed by the Company to Properties free and clear of all liens, charges and encumbrances (other than this Lease), except as set forth with respect to such Leased Parcel in Appendix A and except the following (hereafter, together with the exceptions contained in Appendix A, called "Permitted Liens"):

(a) liens for taxes, assessments, fees, water, sewer, or other rents, rates and charges, excises, levies, license fees, permit fees and other authorization fees and other impositions referred to in Paragraph 9, provided that in each case the same shall not be delinquent to the extent that penalties for non-payment thereof may then be assessed or that such Leased Parcel, or any portion thereof, may then be subject to forfeiture, or shall be the subject of a contest as to their amount or validity in accordance with the provisions of Paragraph 9;

(b) minor defects, irregularities, encumbrances, easements, rights of way, servitudes, restrictions and clouds on title which do not in the reasonable opinion of the Company materially impair the use of such Leased Parcel for the business purposes of the Company or Continental;

(c) easements for streets (which term as used herein shall include without limitation roads, highways, curbs and gutters, drains, conduits, subways, ramps, viaducts, alleys, driveways, loading docks, sidewalks, stairways and pedestrian walkways) and public utilities (which term as used herein shall include without limitation, water, sewer, electricity, gas, telephone, pipeline, railroad, and other transportation and communication systems) and similar easements and easements, licenses, restrictions and obligations which do not in the opinion of the Company's counsel materially impair the use of such Leased Parcel for the business purposes of the Company or Continental;

(d) mechanics', workmen's, repairmen's, suppliers', vendors' or carriers' liens or other similar liens, provided that the same shall be discharged by the Company in the ordinary course of business and without undue delay or the amount or validity of the same shall be contested in good faith with any pending execution thereof appropriately stayed;

(e) rights of the United States or any State or political subdivision thereof (which for purposes of this Lease shall include any taxing or improvement district) or other public or governmental authority to take or control property or to terminate any right, power, franchise, grant, license or permit previously in force;

(f) the pendency or filing of any application or proceedings seeking the annexation to or inclusion in any political subdivision, or the rezoning, of any Leased Parcel or any portion thereof, provided in each case that the determination or result sought in such application or proceedings would not in the reasonable opinion of the Company materially impair the use of such Leased Parcel for the business purposes of the Company or Continental;

(g) any leasehold interest of less than three years, or any leasehold existing with respect to any Leased Parcel at the time of the conveyance of such Leased Parcel to Properties the interest of the tenant under which by its terms or as a result of effective irrevocable notice thereunder by the Company under such lease will terminate on or before December 1, 1980;

(h) mineral rights provided the same are not exercised or exploited in a manner that materially impairs the use of such Leased Parcel for the business purposes of the Company or Continental;

(i) rights of any sublessee of one or more of the Leased Parcels under or pursuant to a non-disturbance agreement of the character specified in Paragraph 25(a);

(j) with respect to any Leased Parcel, other liens or encumbrances generally permitted in leases of comparable property in the locale in which such Leased Parcel is situated, provided that such liens or encumbrances do not materially impair the use of such Leased Parcel for the business purposes of the Company or Continental; and

(k) the reversionary interest therein retained by the Company pursuant to Paragraph 3(b).

PART II — LEASE

5. Demise of Premises.

Upon and subject to the terms, covenants and conditions hereinafter set forth, Properties hereby leases to the Company, and the Company hereby hires from Properties, the Leased Premises, consist-

ing of all of the Leased Parcels which shall hereafter be conveyed by the Company to Properties pursuant to the provisions hereof, in each case together with all replacements, additions, alterations and substitutions thereto and therefor, including without limitation the buildings and improvements constituting a part thereof, as and to the extent hereinafter provided. Each Leased Parcel is leased hereunder to the Company subject to the state of title thereto as of the date such Leased Parcel becomes subject to the Lease (including any liens, charges, encumbrances and violations then existing in respect of the same) without any warranty or representation, express or implied, of any kind by Properties.

6. Term and Possession.

The term of the leasehold estate created in the Company by this Lease (hereinafter called the "Lease Term") shall commence simultaneously with the first conveyance to Properties of title to one of the Leased Parcels as hereinabove provided, and shall continue to and include December 1, 2000, unless terminated prior thereto as hereinafter provided. Neither Properties nor the Company shall have any option to renew this Lease.

Properties agrees to permit the Company to remain in sole and full possession of the Leased Premises immediately upon the commencement of the Lease Term. Properties covenants and represents that it has full right and lawful authority to enter into this Lease for the full term hereof, including the grant of the optional rights to purchase herein contained; and that so long as the Company shall pay the rent and all other sums payable by it hereunder, and shall duly observe all the covenants, stipulations and agreements herein contained, obligatory upon it, the Company shall have the right, as against Properties, and any persons claiming by, under or through Properties, to have, hold and enjoy, during the Lease Term, peaceful, quiet and undisputed possession of the Leased Premises subject to the matters hereinabove excepted, and Properties shall from time to time at the expense of the Company take all necessary action to that end as requested by the Company.

7. Use and Occupancy.

The Company intends during the Lease Term to use and occupy the Leased Premises for such marketing, advertising, promotional, servicing, managerial, administrative, research, manufacturing, processing, assembling, storage, repair and related activities as it may determine from time to time. Neither the failure so to use and occupy the Leased Premises nor any eviction of the Company from or loss of possession by the Company of any part of the Leased Premises by reason of title paramount or otherwise shall abate or reduce or change the basic rent or amounts in lieu thereof payable by the Company to Properties under the provisions of this Lease or shall be a breach of this Lease in any respect. The Company agrees that in the use and occupancy of the Leased Premises it will at all times comply with all such laws affecting the use and occupancy of the Leased Premises and with such rules and regulations thereunder, as shall be binding upon it, and will comply with the provisions of all former instruments of record affecting the Leased Premises or any part thereof at the time in force, which shall be binding upon the Company, or by proper proceeding at its own expense have any such provision removed (or stay the enforcement of any such provision) as a charge upon the Leased Premises; provided, however, that the Company shall not be required to comply with any such laws (either statutory or common law), rules or regulations if it shall in good faith contest the validity, existence or applicability thereof unless as a result of its failure so to comply the title of Properties to any significant part of the Leased Premises would be materially endangered or the Leased Premises or any part thereof would become subject to loss or forfeiture (other than by virtue of the condition referred to in the last sentence of Paragraph 3(b)), in which event the Company shall comply prior to the time when its noncompliance would so result. Properties hereby agrees that it will cooperate with the Company at its request and expense in any such contest and that it will not (except with the consent of the Company) take any action to impose upon the use or occupancy of the Leased Premises any law, ordinance, rule or regulation more burdensome or restrictive than those in effect upon the date of execution of this Lease.

8. Basic Rent; Debt Service Fund.

(a) *Basic Rent.* The Company agrees to pay no later than the last business day prior to each Note Payment Date (which term is used herein as defined in the Indenture), as basic rent for the Leased Premises during the Lease Term, or, if the Lease Term shall not have commenced, as amounts in lieu of basic rent (such basic rent or amounts in lieu thereof being hereinafter collectively called "basic rent"), an aggregate amount equal to the sum of (i) the interest coming due on such Note Payment Date on all outstanding Notes; plus (ii) the principal amount of all outstanding Notes maturing on such Note Payment Date; plus (iii) the principal amount of Notes required to be prepaid on such Note Payment Date in accordance with Sections 702 and 302(c)(v) of the Indenture; plus (iv) the principal amount of and premium, if any, on Notes required to be prepaid on such Note Payment Date in accordance with Sections 703 and 704 of the Indenture; provided, however, that any amount at any time held in or concurrently paid to the Debt Service Fund referred to in Paragraph 8(b) for the payment of the Notes shall, at the election of the Company, be credited against the aforesaid basic rent payments then required to be made by the Company, to the extent the amount so held by the Trustee is in excess of the amount then required for payment of (A) the principal, interest and premium, if any, on any Notes theretofore matured or theretofore having become payable as a result of being called for prepayment and (B) past due principal, premium, if any, and interest, if unpaid, in all cases where Notes have not been presented for payment; and provided, further, that the Company, as and for additional rent, shall pay, as and when due in accordance with the Indenture, interest to the extent permitted by applicable law at the respective rate or rates provided in the Indenture on all overdue payments of principal, interest and premium on the Notes.

(b) *Debt Service Fund.* Properties hereby agrees that it will establish with the Trustee under the Indenture a special fund to be designated as provided in Section 601 of the Indenture (herein sometimes referred to as the "Debt Service Fund"), and the Company shall pay to Properties the basic rent required of it under this Lease by remitting the same directly to the Trustee for deposit in said Debt Service Fund. In addition to the basic rent payments under this Lease, the Debt

Service Fund shall also receive from time to time such other amounts as are required by the provisions of this Lease or of the Indenture to be paid to the Trustee for deposit in or to be paid into the Debt Service Fund as well as the income or other gain from investments of any amounts in the Debt Service Fund.

(c) *Advance Payments.* Additional payments may be made from time to time by or on behalf of the Company to the Trustee for deposit in the Debt Service Fund, such payments to represent and to be designated as advance payments of basic rent, and to be applied in accordance with the Indenture, but such payments shall not in any way alter or suspend any obligations of the Company under the terms of this Lease (including without limitation the obligation to pay the next and subsequent installments of basic rent under Paragraph 8(a) above) and the Company shall continue to perform and be responsible for the performance of all other terms and provisions of this Lease.

(d) *Investment of Funds.* Pending payment of the amounts in the Debt Service Fund, the undisbursed portion of the same shall, if the Company so elects, be invested and reinvested in Eligible Securities as defined in the Indenture. Such investments shall be made by the Trustee as directed and designated by the Company and all income or other gain from such investments shall become a part of and be carried to the credit of the Debt Service Fund. Anything to the contrary in this Lease notwithstanding, the right of the Company to control the investment and reinvestment of amounts in the Debt Service Fund as above provided shall continue so long as any amounts remain therein.

(e) *Further Payments.* No further payments of basic rent need be made during the term of this Lease or thereafter when and so long as the amount in the Debt Service Fund is sufficient to retire all of the Notes then outstanding in accordance with the Indenture, plus applicable prepayment premium, if any, on such Notes and the amount of interest due and thereafter to become due on the Notes on and prior to such retirement. However, if, on or before any Note Payment Date on which the Company would not be obligated to pay basic rent pursuant to the foregoing provisions of this Paragraph 8(e), losses (net

of gains) shall be realized in respect of the investments in Eligible Securities as defined in the Indenture and such net losses shall have reduced the amounts in the Debt Service Fund below the amount sufficient at the time of such realization to prepay, in accordance with the provisions of the Indenture, on such Note Payment Date, the principal amount of the Notes, plus applicable premium, if any, and the amount of interest due or to become due on the Notes on or prior to such Note Payment Date, the Trustee shall notify the Company of such fact and the Company shall forthwith pay to the Trustee for deposit in the Debt Service Fund as basic rent, or as an amount in lieu thereof, the amount of any such reduction below such sufficient amount. After all of the Notes have been retired and all interest and applicable premiums, if any, due thereon have been paid or provision for such retirement and payment has been made and all amounts payable pursuant to the last sentence of Paragraph 26(b) have been paid, any excess moneys in the Debt Service Fund shall forthwith be paid by the Trustee to the Company in adjustment of rentals.

9. Taxes and Assessments.

The Company shall pay as additional rent all taxes and assessments, general and special, if any, levied or assessed on any of the Leased Parcels during the Lease Term, all water and sewer charges, assessments and other governmental charges and impositions whatsoever, foreseen or unforeseen, with respect to the Leased Premises, and all gross receipts, franchise, capital stock, excess profit, income and like taxes against Properties or the Trustee or either Trustee measured by rents payable hereunder or the net income therefrom or any payments hereunder (all of which taxes, assessments, charges and impositions are in this Paragraph 9 called the "impositions"). Such payment by the Company shall be made prior to delinquency or the imposition of any fine, penalty, interest or cost for non-payment of any imposition provided that the Company shall have the right in its own name or in the name or names of Properties or the Trustee or any of them, to contest in good faith the validity or amount of any imposition by appropriate proceedings timely instituted, provided the Company diligently prosecutes such contest and at all times effectively

stays or prevents any official or judicial sale or forfeiture of any Leased Parcel or any part other than an immaterial part thereof by reason of non-payment of any imposition. The Company shall hold Properties and the Trustee harmless from any costs and expenses related to any such contest and shall promptly pay any valid final judgment enforcing any imposition and cause the same to be satisfied of record. The Company shall be entitled to recover from Properties at the end of the Lease Term (other than pursuant to Paragraph 18(a)) an apportionment as of such end of the Lease Term of any impositions assessed against a Leased Parcel which shall remain the property of Properties after the end of the Lease Term and which have been paid by the Company and relate to any part of a period of the taxing authority extending beyond such end of the Lease Term. Properties and the Trustee shall promptly forward to the Company any notice, bill or other advice received by it concerning any imposition and will use its best efforts and shall take such lawful and reasonable steps as may be proposed by the Company in writing at the Company's cost and expense to minimize the impositions for which the Company is responsible under this Paragraph 9. The Company may pay any imposition in installments if so payable by law, whether or not interest accrues on the unpaid balance.

10. INSURANCE.

The Company at its expense shall be entitled, but shall not be under any obligation, to keep the buildings, machinery, facilities, appurtenances and other property forming part of the Leased Premises insured against such risks and liabilities, in such amounts and upon such terms as the Company may deem advisable, all payments in respect of which shall be made to the Company. In addition, the Company may self-insure in whole or in part with respect to any risk or liability affecting or relating to the Leased Premises. Properties and the Trustee each agrees that, if and to the extent that the Company may request, it will cooperate with the Company in connection with any action to be taken under or in respect of such insurance and Properties hereby appoints and designates and reserves the right in and for the Company, in its own name or in the name of Properties, as the Company may elect, to take all action which Properties may take in respect of such insurance

and all matters relating thereto; provided, however, that all costs and expenses of Properties and the Trustee thereby incurred at the request of the Company or by reason of any such action taken by the Company shall be borne by the Company. Notwithstanding the foregoing provisions of this Paragraph 10, if the Company (or any assignee or transferee of the Company's interest in this Lease pursuant to Paragraph 25(a), or any successor to the Company pursuant to Paragraph 25(b)) at any time ceases to be an affiliated or subsidiary company of Continental, the Company shall thereafter insure the Leased Premises against such risks, and in such amounts (not greater than the amount required to protect the interests of the holders of Notes and the Trustees under the Notes, the Indenture and the Assignment), and with such reasonable deductible or self-insurance provisions, as may then be customary among companies owning or operating similar properties.

11. Maintenance and Repair.

The Company agrees that during the term of this Lease it will keep the Leased Premises in good repair and operating condition at its own cost, loss by fire or other casualty, condemnation, ordinary wear, tear and obsolescence, and acts of God excepted, making from time to time all necessary repairs thereto and renewals and replacements thereof. The Company further agrees that upon the expiration or termination of this Lease (unless the Company shall have purchased the Leased Premises) it will surrender the Leased Premises peaceably and promptly to Properties in accordance with the provisions of this Lease in as good condition as prevailed at the time it accepted delivery or possession thereof from Properties as provided in Paragraph 5, loss by fire or other casualty, condemnation, ordinary wear, tear and obsolescence, acts of God, and withdrawals, removals and improvements as herein provided, excepted. The foregoing sentence is subject to all the other provisions of this Lease, particularly Paragraphs 12 through 16.

12. Withdrawals and Removals.

(a) *Withdrawal of Land, Etc.* If the Company is not in default in the payment of rent or in any other material respect under any provision of this Lease, it may from time to time give notice in writing to

Properties containing a good and sufficient description (i) of any substantially unimproved land forming a part of any of the Leased Parcels upon which the Company, Continental or others intend to construct or cause to be constructed additional facilities, whether or not title to such land or facilities is to be retained by the Company or Continental, or (ii) of any other land (which for purposes of this Paragraph 12 shall include the fee or any lesser interest therein or appurtenance forming a part of any of the Leased Parcels), other than land upon which are located any buildings and improvements (such buildings and improvements being referred to in this Paragraph 12 as "principal structures") which in the opinion of the Company are or will be necessary for the efficient operation of the principal facilities on such Leased Parcel and an officer's certificate of the Company stating that the land so described complies with the requirements of the preceding subclauses (i) or (ii). Upon and by virtue of such notice and certificate, and without any further act of anyone, Properties shall promptly execute a quitclaim deed (which for purposes of this Paragraph 12 shall include any other appropriate instrument or instruments of conveyance, transfer or assignment) to such land so specified, conveying and transferring to the Company (or its designee or designees) all of its right, title and interest to the land so specified in the manner provided in Paragraph 20; provided, however, that in any event and at all times there shall be reasonable ingress from public ways to the principal structures and reasonable egress therefrom to public ways, and the effective use of the principal structures shall not thereby be impaired. It shall not be necessary for anyone to execute such a deed upon behalf of the holders of the Notes, but the Trustee in accordance with the Indenture shall promptly take such steps as may be required in the opinion of counsel to the Company to make conveyance and transfer as aforesaid of such land, release such land from the lien of such Indenture and consent to appropriate amendments of this Lease. In consideration for, and against the delivery of, such deed, the Company or the person or persons so designated by the Company shall pay or cause to be paid to the Trustee for deposit in the Debt Service Fund an amount equal to the cost to the Company fairly attributable to the land so specified, as certified in writing by the Company, plus (ii) if there be upon such land any improvements not of the character specified in clause (ii) of Paragraph 12(e), the

depreciated cost of such improvements as certified in writing by the Company.

(b) *Interconnections.* It shall not be necessary for the Company to specify the nature or description of the additional facilities to be constructed on the land to be conveyed in accordance with Paragraph 12(a), but if such conveyance shall be in connection with the construction of additions to principal structures or of new facilities, the Company or the person so specified shall have the right to construct any such additions to the principal structures and shall also have the right (provided that after completion of such construction the efficient operation of the principal structures shall not have been thereby adversely affected or their structural integrity impaired) to make building, equipment, utility and other connections between the buildings of the principal structures and such additions or new facilities.

(c) *Discontinuance of Operations.* If the Company is not in default in the payment of basic rent or in any other material respect under any provision of this Lease, it may from to time give notice in writing to Properties specifying one or more Leased Parcels the operation of which at a reasonable profit has, in the opinion of the Company, become impractical or uneconomic due to conditions not within the control of the Company. Within 30 days after the giving of such notice by the Company, Properties shall convey to the Company (or its designee or designees) in the manner set forth in Paragraph 12(a) the Leased Parcel or Parcels so specified in such notice. Simultaneously with the making of any such conveyance the Company shall comply with the applicable provisions of Paragraph 14(a).

(d) *Grant of Easements, etc.* Properties shall grant such easements, licenses, rights of way and other rights and privileges in the nature of easements with respect to its interest in any of the Leased Parcels to the Company or others, and shall release such existing easements, all as may be reasonably requested by the Company and as may be permitted by Section 807 of the Indenture. Any such grants may be made with or without any payment on the part of the Company or the grantees and on such other terms as the Company shall specify. The consideration, if any, paid to Properties for any such grant or release shall be paid forthwith to the Company.

(e) *Removal of Improvements.* The Company may remove from the Leased Premises from time to time any improvements (which term for the purposes of this Lease shall include without limiting the generality of such term, streets, sidings, foundations, tanks, structures, pipes, utilities, materials, machinery, equipment, fixtures, works, instrumentalities and other property of every kind except land or interests therein, whether above, at or below ground level) constituting a part of the Leased Premises and thereby acquire ownership thereof free and clear of this Lease and the lien of the Indenture in any case where (i) such improvements are replaced, or substitution therefor is made directly or indirectly, by improvements then having substantially equivalent or greater market value, or (ii) in the opinion of the Company, such improvements are worn out, obsolete, unserviceable, economically undesirable, or not useful in the operation of the Leased Parcel upon which such improvements are located, or (iii) the removal of such improvements after giving effect to any replacement or substitution therefor will not substantially diminish the aggregate fair market value or economic utility of the principal facilities on the Leased Premises or reasonable ingress and egress, of the character contemplated in Paragraph 12(a), in connection therewith. The Trustee, in accordance with the Indenture, and Properties shall promptly take such steps as may be required in the opinion of counsel to the Company to release such improvements from the lien of the Indenture and consent to appropriate amendments of this Lease. No later than 90 days after the end of each calendar year during the Lease Term, the Company shall furnish to Properties and the Trustee an officer's certificate summarizing the action taken by the Company pursuant to this Paragraph 12(e) during such calendar year and such certificate shall be accompanied by such documents as may be required to convey title to the substituted property to Properties, subject, however, to the provisions of this Lease and the Indenture; provided, however, that nothing herein shall require the filing of such a certificate or accompanying documents of conveyance in respect of any period to be covered by such a certificate as to improvements the cost of which to the Company neither exceeds $1,000,000 in the aggregate during such period nor exceeds $10,000 in the case of any single improvement (such limits on cost being subject to increase by the Company from time to

time with the consent of Properties to reflect significant changes in the value of the dollar, which consent shall not be unreasonably withheld). In the event such removal causes damage to existing buildings or structures not being removed, restoration and repair of such damage shall be made by and at the cost and expense of the Company.

(f) *Effect of Removal.* Upon the removal of any property from the Leased Premises in accordance with Paragraph 12, 13 or 14, it shall no longer be considered for any purpose to be part of the Leased Premises hereunder but no such removal shall affect the applicability of this Lease to such removed property in respect to the period prior to such removal. The removal of any property under Paragraph 12, 13 or 14 shall not abate or reduce the basic rent payable by the Company hereunder.

(g) *Certificates.* The Company shall, prior to the delivery of any deed, conveyance, grant or release as provided in Paragraphs 12(a), (c), (d) or (e) deliver to Properties and the Trustee all such certificates as may be necessary to evidence compliance with the applicable provisions of said Paragraphs 12(a), (c), (d) and (e) and satisfaction or fulfillment of the conditions therein and in the Indenture specified.

13. Improvements, Etc.

The Company shall have the privilege of remodeling, making and installing improvements, additions, substitutions, replacements, alterations, relocations, enlargements and expansions on and to the Leased Premises, from time to time as it in its discretion may determine to be desirable for its uses and purposes. The cost thereof shall be paid for by the Company and any or all of the same shall be the property of Properties; provided, however, that any improvements which are installed by the Company on the Leased Premises without expense to Properties and which are not in replacement or substitution for property owned by Properties shall remain the property of the Company if the Company so determines and evidences its determination by suitably identifying any of the same, by serial number or other appropriate method, so as to indicate its ownership thereof, or if such improvements are not an integral part of the principal facilities of the Leased Parcel upon which they are located, and such property shall

not be subject to the lien of the Indenture. Any such property of the Company may be altered, removed or replaced by it at any time and such property shall not be subject to the lien of the Indenture. At the request of the Company, Properties shall join in the application for such building, zoning and other similar permits and authorizations as the Company may deem necessary or advisable to be obtained in connection with the foregoing; provided, however, that the Company shall indemnify and hold Properties harmless against and from all costs and expenses which may be incurred by Properties in connection with any such joinder or application or the construction of any such improvements. If any lien shall be filed against the interest of Properties in the Leased Premises, or asserted against any rent payable hereunder, by reason of work, labor, services, or material supplied or claimed to have been supplied on or to the Leased Premises at the request or with the permission of the Company, or of anyone claiming under it, the Company shall effectively prevent the enforcement or foreclosure thereof against the Leased Premises or such rents, by contest, payment, deposit, bond, order of court or otherwise. As used in this Paragraph 13, the term "Company" shall include sublessees of the Leased Premises to the extent that the rights similar to the rights of the Company under this Paragraph are granted to such sublessees.

14. SUBSTITUTION OF PROPERTIES.

(a) *Mandatory Substitution.* If at any time during the term of this Lease the aggregate Initial Purchase Price of Leased Parcels (i) materially damaged or destroyed and which the Company shall have elected not to repair or restore to a condition substantially equivalent in economic utility to their condition prior to such damage or destruction, (ii) condemned by a competent authority for any public use or purpose (or sold to such authority in lieu of condemnation), in whole or in such part as to impair materially the value or usefulness of the remaining part, and which, in the case of any such partial condemnation or sale, the Company shall have elected not to repair or restore to a condition substantially equivalent in economic utility to its condition prior to such condemnation or sale, and (iii) conveyed to the Company pursuant to Paragraph 12(c), less the sum of (A) the aggregate Initial

Purchase Price of Leased Parcels previously purchased pursuant to clause (x) of this Paragraph 14(a), and (B) the aggregate fair market value (at the time of the respective conveyances thereof pursuant to clause (y) of this Paragraph 14(a)) of all properties theretofore conveyed to Properties pursuant to the aforesaid clause (y) exceeds the product of $250,000 times the number of anniversaries of the date of the first Closing held pursuant to the Note Purchase Agreements which shall theretofore have occurred, then, in such event, the Company shall promptly:

(x) exercise, pursuant to Paragraph 19, its option to purchase Leased Parcels referred to in clauses (i), (ii) and (iii) of this Paragraph 14(a) having an aggregate Initial Purchase Price at least equal to such excess, provided that prepayment pursuant to Section 704 of the Indenture of Notes having an aggregate principal amount equal to the purchase price pursuant to Paragraph 19 of any such Leased Parcels concurrently with or in lieu of such exercise shall, to the extent of such prepayment, be deemed to satisfy this subparagraph (x) and such Leased Parcels shall be deemed to have been "purchased" for the purposes of this Paragraph 14, or

(y) convey to Properties other properties of a nature similar to the Leased Parcels described in Appendix A and located in a jurisdiction in the United States in which Properties is duly qualified to do business (herein called "substituted properties") having an aggregate fair market value, as evidenced by a certificate of a responsible officer of the Company, at least equal to such excess, or

(z) purchase sufficient Leased Parcels pursuant to clause (x) of this Paragraph 14(a) and convey sufficient properties pursuant to clause (y) of this Paragraph 14(a) so that the aggregate Initial Purchase Price of Leased Parcels purchased plus the aggregate fair market value of properties conveyed is at least equal to such excess.

(b) *Optional Substitution.* The Company shall have the right, upon giving written notice to Properties, to remove one or more of the Leased Parcels from this Lease upon the substitution therefor of one or more improved substituted properties which have an aggregate fair market value at least equal to the aggregate fair market value of the Leased Parcels so removed, such fair market value to be evidenced in each case by a certificate of a responsible officer of the Company.

Such notice shall contain a good and sufficient description of the substituted properties, shall state the fair market value of the Leased Parcels to be so removed and of the substituted properties, and shall specify a closing date not less than 30 days after the date of such notice.

(c) *Closing.* At the closing of any conveyance of properties to Properties as provided in this Paragraph 14, the Company shall execute and deliver to Properties a deed or deeds in conformity with Paragraph 3(b), conveying the substituted properties to Properties, and, in the case of a substitution pursuant to Paragraph 14(b), Properties shall execute and deliver to the Company a deed or deeds to the Leased Parcels to be removed, conveying to the Company or its designee, or designees, all of its right, title and interest in and to the land so specified in the manner provided in Paragraph 20. Each such deed of the Company shall be accompanied by a favorable opinion or opinions of counsel selected by the Company, dated the date of delivery of such deed and addressed to Properties and the Trustee, substantially to the same effect as the form of opinion annexed hereto as Appendix E. All costs and expenses relating to any substitution of properties pursuant to this Paragraph 14 shall be borne by the Company.

(d) *Effect of Substitution.* Upon the conveyance of substituted properties to Properties pursuant to this Paragraph 14, such substituted properties shall be deemed to be Leased Parcels for all purposes of this Lease. The aggregate Initial Purchase Price of substituted properties conveyed pursuant to clause (y) of Paragraph 14(a) shall for purposes of this Lease be deemed to be equal to the excess referred to in said Paragraph less the aggregate Initial Purchase Price of Leased Parcels, if any, contemporaneously purchased by the Company pursuant to clause (x) of Paragraph 14(a). The aggregate Initial Purchase Price of substituted properties conveyed pursuant to Paragraph 14(b) shall for purposes of this Lease be deemed to be equal to the aggregate Initial Purchase Price of properties removed pursuant to said Paragraph 14(b). The aggregate Initial Purchase Price of such substituted properties shall be allocated in each case among the individual Leased Parcels comprising such substituted properties in proportion to their relative fair market values at the time of their conveyance to Properties and the Company shall deliver to Properties

and the Trustee a certificate of a responsible officer of the Company establishing such allocation.

15. CASUALTY.

If any Leased Parcel shall be damaged or either partially or totally destroyed at any time during the Lease Term, there shall be no abatement or reduction in the rent payable by the Company to Properties, the Company shall continue to be obligated under this Lease in accordance with the terms and provisions hereof, and the Company may, but shall be under no obligation to, repair and restore such Leased Parcel. If the Company shall elect not to restore any Leased Parcel which has been materially damaged or destroyed, it shall give notice to that effect to the Trustee within 120 days after such damage or destruction and promptly proceed to take such steps as may then be required to comply with the applicable provisions of Paragraph 14(a). If, without having given such notice, the Company shall not, within 180 days after such damage or destruction, have proceeded diligently to repair and restore such Leased Parcel, it shall be deemed to have so elected not to repair or restore. The Company shall give written notice to Properties and the Trustee of any material damage or destruction with respect to a Leased Parcel (other than a service station property or bulk plant) within 60 days after the date of such damage or destruction, specifying the nature, extent and date of occurrence thereof.

16. CONDEMNATION.

(a) *General Provisions.* If title to the whole or any part of any Leased Parcel, or the use thereof, shall be taken or condemned by a competent authority for any public use or purpose, there shall for that reason be no abatement or reduction in the basic rent payable by the Company to Properties and the Company shall continue to be obligated under this Lease in accordance with the terms and provisions hereof. Any award or compensation or damages recovered on account of any such taking or condemnation (including any proceeds of sale by Properties in lieu of condemnation in accordance with the Indenture) shall be paid directly to the Company. The Company shall give prompt notice of any such condemnation with respect to any Leased Parcel having a depreciated book value in excess of $25,000 to Properties and

the Trustee, and the Company may, but shall be under no obligation to, repair and restore such Leased Parcel.

(b) *Option Not to Restore.* If such taking or condemnation shall be of the whole of such Leased Parcel, or if by giving notice to the Trustee, given within 120 days after such taking, the Company shall elect not to restore such Leased Parcel, the Company shall promptly proceed to take such steps as may then be required to comply with the applicable provisions of Paragraph 14(a). If, without having given such notice, the Company shall not, within 180 days after such taking or condemnation, have proceeded diligently to repair and restore such Leased Parcel, it shall be deemed to have so elected not to repair or restore. If and to the extent that the Company may request, Properties and the Trustee will each cooperate with the Company in all matters relating to any taking or condemnation of any Leased Parcel or any part thereof. All costs and expenses of Properties and the Trustee incurred in connection with any such condemnation shall be borne by the Company.

(c) *Sale in Lieu of Condemnation.* If the Company is not in default in the payment of basic rent or in any other material respect under any provision of this Lease, Properties shall from time to time at the request and expense of the Company take all such action on Properties' part as may be required to sell its interest in a portion of the Leased Premises to any person which is legally empowered to take or condemn such interest by virtue of eminent domain and which the Company anticipates (whether or not such person has actually taken action or commenced proceedings constituting, or as a preliminary to, such a taking or condemnation) will take or condemn such interest. Any such sale in lieu of condemnation shall be deemed to constitute a taking or condemnation for all purposes of this Lease.

17. Indemnity of Properties.

Properties makes no warranty expressed or implied as to the condition of the Leased Premises, or that they will be suitable for the Company's purposes or needs. The Company releases Properties from, agrees that Properties shall not be liable for, and that it will at all times protect, indemnify and hold harmless Properties from and

against, claims for losses, damage or injury, including death of or injury to the person or damage to the property of others, arising during the Lease Term that may be occasioned by any cause whatsoever and will pay all expenses of Properties related thereto; provided, that Properties shall reimburse the Company for payments made by the Company pursuant to this Paragraph 17 to the extent of any proceeds, net of all expenses of collection, actually received by Properties from any insurance with respect to the loss sustained. Properties shall have no duty to claim any such insurance proceeds but, if the Company shall so request, Properties shall assign its rights to such proceeds, to the extent of such required reimbursement, to the Company.

18. Termination of Lease.

(a) *Termination.* Upon the occurrence of any of the following events the term of this Lease and all of the estate, right, title and interest herein granted to or vested in the Company shall, subject to the further provisions of this Paragraph 18, terminate:

(i) If the Company shall fail to pay any basic rent payment when the same becomes due and payable, or if the Company shall default in the performance of any other of the terms, provisions, covenants or conditions on its part to be performed, kept or observed hereunder and Properties, with the written consent of the Trustee, shall thereafter elect to terminate this Lease by giving 15 days' written notice, in the case of failure to pay basic rent, to the Company specifying such failure and such election to terminate or by giving 60 days' written notice, in the case of such other default, to the Company specifying such other default and such election to terminate, such termination to become effective upon the expiration of 15 days, or 60 days, as the case may be, from the date of the mailing by Properties of such notice, unless within such 15-day period all accrued unpaid basic rent shall have been paid plus any cost and expenses to Properties and the Trustee occasioned by such default or within such 60-day period such other default so specified shall have been fully cured; provided, however, that if such other default is not with due diligence curable within such 60-day period but is curable with future due diligence, such termination shall not become effective so long as the Company shall be proceeding with due diligence to cure such other default; or

(ii) if the Trustee shall declare the principal of all Notes then outstanding and the interest accrued thereon immediately due and payable pursuant to Section 1102 of the Indenture, such termination to become effective immediately upon such declaration; or

(iii) if any of the Events of Default specified in subsection (c), (d) or (e) of Section 1101 of the Indenture shall occur with respect to Properties, such termination to become effective upon the occurrence of any such Event of Default.

(b) *Assumption of Obligations of Properties.* The Company hereby and as of the date hereof irrevocably and unconditionally assumes and agrees to pay and perform, effective upon the termination of this Lease pursuant to Paragraph 18(a), all of the obligations of Properties in respect of the Notes and under the Indenture and the Assignment, including without limitation the obligation to make payments of interest, principal and premium, if any, on the Notes as the same becomes due and payable, or as the same may or may have become due and payable by reason of acceleration pursuant to Section 1102 of the Indenture or otherwise. The Company agrees that upon such termination it will (i) promptly file with the Trustee an instrument acknowledging that such assumption has become effective as aforesaid, duly executed by the Company and accompanied by a favorable opinion of counsel to the effect that the execution and delivery of such instrument is the valid and binding act and deed of the Company, and (ii) execute and deliver such other instruments of further assurance (including without limitation an indenture supplemental to the Indenture) in connection with such assumption as the Trustee may reasonably request, but the content or filing of such instruments or the failure to file the same shall not impair the validity or delay or qualify the effectiveness of such assumption as hereinabove provided.

(c) *Effect of Termination.* Upon the termination of this Lease pursuant to Paragraph 18(a), all of the obligations of the Company hereunder except under Paragraphs 8(e), 17, 18(b) and 26 and except obligations which shall have theretofore accrued shall terminate.

(d) *Further Assurances of Properties.* Properties agrees that, upon compliance by the Company with the requirements of subparagraph (b) above, it will execute and deliver to the Company such instruments acknowledging the termination of this Lease pursuant to this

Paragraph 18 and such other instruments of further assurance in that connection as may be reasonably requested by the Company.

19. Company's Options to Purchase or Terminate.

(a) *Options.* At any time or from time to time during the Lease Term, the Company shall have the following options to purchase, and Properties agrees to sell, any one or more of the Leased Parcels (including all rights of Properties and the Trustee in and to the proceeds attributable to any casualty or condemnation affecting such Leased Parcels) as follows:

(i) The Company shall have the option to purchase for cash any one or more of the Leased Parcels at a purchase price which shall be equal to the amount sufficient to prepay the Notes Allocable (as hereinafter defined) to such Leased Parcel or Parcels in accordance with the provisions of the Indenture (including, without limiting the generality of the foregoing, Section 705 thereof), on the Note Payment Date next following the closing of such purchase hereinafter provided for on which prepayment may be effected, plus applicable premium, if any, on the Notes Allocable thereto, and the amount of interest due and to become due on the Notes Allocable thereto on or prior to such prepayment plus interest, to the extent permitted by applicable law, at the respective rate or rates provided in the Indenture, on all overdue principal, interest and premium (if any) on the Notes Allocable thereto; provided, however, that the Company shall be entitled to credit against such purchase price the amount then held by the Trustee in the Debt Service Fund, and available at the time of the aforesaid closing for credit against such price.

(ii) The Company shall have the option to purchase any one or more of the Leased Parcels for a consideration consisting of the delivery to the Trustee, on or prior to the date of the closing of such purchase hereinafter provided for, of a promissory note or notes of Continental, complying with the provisions of Paragraph 3(e), in that aggregate principal amount which, after deducting therefrom the mandatory prepayment required to be made in respect of such principal amount prior to the Note Payment Date next following the closing of such purchase, will be equal to the unpaid principal amount of the Notes Allocable to such Leased Parcel or Parcels, and the opinion of counsel addressed to the Trustee with respect to such promissory note or notes provided for in Paragraph 3(e) and stating that such promissory note or notes comply with the provisions of this Paragraph 19(a).

For the purposes of this Paragraph 19, the principal amount of Notes which shall at any time be allocable to any individual Leased Parcel (herein called the "Notes Allocable" thereto) to be purchased in accordance with this Paragraph 19 shall be that amount which has the same ratio to the principal amount of Notes outstanding as of the date of the closing of such purchase (less the sum of (A) the amount of any mandatory prepayment of principal of the Notes pursuant to Sections 702 and 302(c)(v) of the Indenture due on the Note Payment Date next following the closing of such purchase, and (B) the aggregate unpaid principal amount of Promissory Notes then held by the Trustee pursuant to Section 810 of the Indenture after deducting therefrom the aggregate principal amount of any mandatory prepayments to be made in respect of such Promissory Notes prior to such Note Payment Date) as the depreciated book value of the Leased Parcel or Parcels (computed as of such Note Payment Date) bears to the aggregate depreciated book value (computed as of such Note Payment Date) of all the Leased Parcels subject to this Lease immediately prior to such closing.

(b) *Exercise of Option.* To exercise either of the options to purchase set forth in Paragraph 19(a), the Company shall give to Properties and the Trustee written notice of its intention to do so, which notice shall identify the Leased Parcels to be purchased, the consideration therefor, the basis of the computation of such consideration, the time and date (not earlier than 45 days following the giving of the notice) of the closing, the place of such closing which shall be the corporate trust office of the Trustee and the person or persons to which title to the respective Leased Parcels shall be conveyed by Properties; provided, however, that the Company shall not exercise its option to purchase set forth in Paragraph 19(a)(ii) prior to December 15, 1972, nor shall any closing with respect to such option occur in any year during the period commencing with the last business day in November and ending on the first business day in December.

(c) *Closing.* At the closing, Properties shall convey to the Company (or its designee or designees), in the manner provided in Paragraph 20, against full payment and delivery to the Trustee of the consideration provided in this Paragraph 19 (which, in the case of cash,

shall be deposited in the Debt Service Fund), all of its interest in the Leased Parcels which the Company has elected to purchase, and Properties and the Trustee shall promptly take such steps as may be necessary to cause the lien of the Indenture, insofar as it covers or affects the title to such Leased Parcels, to be discharged; provided, however, that, without limiting the Company's obligations pursuant to Paragraph 8(a)(iv) arising in the circumstances described in the penultimate sentence of Section 707 of the Indenture, the Company shall not be required to accept conveyance of Properties' interest in any or all of such Leased Parcels at the closing and make payment of the consideration therefor if in its sole discretion it elects not to do so, in which event the Company shall pay all of the costs and expenses of Properties and the Trustee in connection therewith. Conveyance of title to that portion of such Leased Parcels constituting real property shall be made by a deed complying with the provisions of Paragraph 20 and conveyance of title to that portion, if any, of such Leased Parcels constituting personal property (including all rights of Properties and the Trustee in and to the proceeds attributable to any casualty or condemnation affecting such Leased Parcels) shall be made by bill of sale and assignment complying with the provisions of Paragraph 20. The Company (or such designee or designees) shall take title to such Leased Parcels subject to such laws, ordinances, rules or regulations as shall be binding upon it, and all violations thereof, and the Company shall bear all of the costs and expenses in connection with the preparation of the deed and the bill of sale and assignment and the delivery thereof and all taxes and charges payable in connection with the conveyance of title. Upon conveyance of title and payment of the consideration therefor as aforesaid, the leasehold estate created by this Lease with respect to such Leased Parcels shall terminate, and such Leased Parcels shall no longer be considered for any purpose to be a part of the Leased Premises hereunder. In the event that the entire Leased Premises shall have been so conveyed, all obligations of the Company hereunder, except under Paragraphs 8(e), 17 and 26 and except obligations which shall have theretofore accrued, shall terminate on and as of the Note Payment Date next following the closing of the last such conveyance; provided that such termination shall not occur unless and until (i) the

Trustee shall have in the Debt Service Fund an amount (which amou shall be in cash or invested in Eligible Securities as defined in th Indenture) sufficient to pay (A) the principal amount of Notes (re ferred to in this Paragraph 19 as the "Cash Notes") which, togethe with the aggregate unpaid principal amount of Promissory Note then held by the Trustee pursuant to Section 810 of the Indentur equals the aggregate principal amount of Notes outstanding, plus (B any premium payable in respect of the prepayment of the princip amount of the Cash Notes on the first Note Payment Date on whic such prepayment may be effected, plus (C) the amount of intere due and to become due on the principal amount of the Cash Notes o or prior to such prepayment, plus (D) interest, to the extent permitte by applicable law, at the respective rate or rates provided in th Indenture, on all overdue principal, interest and premium, if any, o the principal amount of the Cash Notes, (ii) the Trustee shall hav been irrevocably instructed to prepay in accordance with the Indentu on the next following Note Payment Date on which such prepayme may be effected the aggregate principal amount of the Cash Note and (iii) the Trustee shall hold an aggregate unpaid principal amou of Promissory Notes pursuant to Section 810 of the Indenture th payment of principal, interest and premium, if any, in respect of whic shall be sufficient to make all payments of principal, interest a premium, if any, in respect of that aggregate principal amount o Notes outstanding which exceeds the principal amount of the Cas Notes.

20. Instruments of Conveyance by Properties.

Whenever, under any provisions of Paragraph 12, 14 or 19, Prope ties shall be required to convey its interest in any or all of the Leas Parcels, or any portion thereof, the proper officer or officers of Prope ties and of the Trustee, if requested by the Company, or any one or mo of them as may be specified in such request, shall execute and deliv in the name and on behalf of Properties such quitclaim deeds, bills o sale, assignments or other instruments of conveyance or transfer (her in for the purposes of this Paragraph 20 called the "Instruments" which the Company may from time to time specify in writing to Pro

erties pursuant to Paragraph 12, 14 or 19, upon compliance with all the applicable terms and provisions of whichever of such Paragraphs may be applicable. Such conveyance shall be made without any representation, covenant or warranty by Properties except that such Instrument will contain a covenant by Properties that such Leased Parcels, or the portion or portions thereof to be conveyed, are free and clear of any conveyance, agreement, mortgage, lien, charge, encumbrance or violation created or suffered by Properties except (i) Permitted Liens not created by Properties, (ii) any charges, liens, encumbrances, defects, restrictions, reservations and agreements (herein collectively called "charges") either caused, created, requested, permitted or consented to in writing by the Company or for the payment, satisfaction or elimination of which the Company may then be responsible under the terms of this Lease, (iii) any charge not caused, created or consented to in writing by Properties, (iv) any charge created by Properties or the Trustee upon the exercise of any right hereunder upon any Event of Default and (v) any condemnation proceeding or taking by governmental authority; provided, however, that if any such Instrument is made by the Trustee for and on behalf of Properties, such Instrument may provide that the foregoing covenant is not binding upon the Trustee and provided, further, that the truth or validity of such covenant shall not be a condition to the Company's obligation to deliver or pay over the consideration, if any, for such conveyance to the Trustee in accordance with the provisions of this Lease. The Company shall pay any and all expenses of any such conveyance including, but not limited to, escrow and filing fees, attorneys' fees, United States documentary stamp taxes or similar state or municipal taxes, and other United States, state or municipal taxes or fees of any kind payable in respect of such conveyance.

21. End of Term.

Upon the expiration of the Lease Term hereby demised the Company shall, unless the Lease shall have been earlier terminated pursuant to Paragraph 18(a) or 19(c), quit and surrender the Leased Premises to Properties, provided that the Company may at its expense remove all of its property therefrom, in which case it shall repair all damage, if any, to the Leased Premises caused by such removal. Any property of

the Company not removed within 90 days after such expiration of t Lease Term shall become the property of Properties.

PART III—GENERAL PROVISIONS

22. Rights and Remedies Cumulative.

The rights and remedies of Properties, the Trustee and the Co pany under this Lease shall be cumulative and concurrent and shall b in addition to and shall not exclude any other rights and remedies Properties, the Trustee and the Company allowed by law or in equit by statute or otherwise, and not inconsistent with the provisions of th Lease, with respect to any default under this Lease. Failure by eith Properties or the Company to insist upon the strict performance of an of the covenants and agreements herein set forth or to exercise an rights or remedies upon default hereunder shall not be considered o taken as a waiver or relinquishment for the future of the right to insi upon and to enforce by any appropriate legal remedy a strict compliance by the defaulting party with all of the covenants and conditions hereo or of the right to exercise any such rights or remedies, if such defau be continued or repeated. The exercise or beginning to exercise b Properties, the Trustee or the Company of any one or more of th rights, powers or remedies provided for in this Lease or now or here after existing at law or in equity, by statute or otherwise, shall no preclude the simultaneous or later exercise by any such party of an or all such other rights, powers or remedies.

23. Nature of Obligations of Company.

The obligations of the Company to pay rent as herein provided an to make all other payments provided for herein shall be absolute an unconditional, irrespective of any rights of set-off, recoupment o counterclaim the Company might otherwise have against Proper ties or the Trustee or any party or parties for whom the Truste is acting pursuant to this Lease. Except as and to the extent other wise specifically provided in this Lease the Company will not sus pend or discontinue any such payment or terminate or cause to be terminated this Lease for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may con

stitute an eviction or constructive eviction, failure of consideration, failure of title, or commercial frustration of purpose, or any damage to or destruction of any or all of the Leased Parcels, or the taking by eminent domain of title to or the right of temporary use of all or any of the Leased Parcels, or any change in the tax or other laws of the United States, or any State, or any political subdivision thereof, or any failure of Properties to perform and observe any agreement or covenant, whether express or implied, or to discharge any duty, liability or obligation arising out of or connected with this Lease. Notwithstanding the foregoing, the Company may, at its own cost and expense, and in its name or in the name of Properties, prosecute or defend any action or proceeding or take any other action in the exercise of its rights hereunder. The provisions of the first and second sentences of this Paragraph 23 shall apply only if and so long as there shall be unpaid any principal, interest or premium, if any, with respect to the Notes, adequate provision for the payment of which shall not have been made pursuant to Section 1001 of the Indenture, and nothing contained in such sentences shall be construed to affect adversely or to impair the optional right to purchase any or all of the Leased Parcels granted to the Company in Paragraph 19 hereof. Furthermore, except to the extent provided in the first and second sentences of this Paragraph 23, nothing contained herein shall be construed to prevent or restrict the Company from asserting any rights which it may have against Properties (or the Trustee or the party or parties for whom the Trustee is acting pursuant to this Lease) under this Lease or under any provision of law not expressly waived herein.

24. Force Majeure.

In case by reason of force majeure any party hereto shall be rendered unable wholly or in part to carry out its obligations under this Lease (other than the obligations of the Company to make the rental payments or any other payments required under the terms hereof), then, except as otherwise expressly provided in this Lease, if such party shall give notice and full particulars of such force majeure in writing to the other parties within a reasonable time after occurrence of the event or cause relied on, the obligations of the party giving such notice, so far as they are affected by such force majeure, shall be suspended during the

continuance of the inability then claimed which shall include a reasonable time for the removal of the effect thereof, but for no longer period. The term "force majeure", as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States, or of any State thereof, or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornados, storms, floods, washouts, droughts, arrests, restraining of government and people, civil disturbances, explosions, breakage or accidents to machinery, transmission pipes or canals, partial or entire failure of utilities, shortages of labor, material, supplies or transportation, or any other cause not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of existing or impending strikes, lockouts or other industrial disturbances shall be entirely within the discretion of the party having the difficulty and that the above requirements that any force majeure shall be reasonably beyond the control of the party shall be deemed to be fulfilled even though such existing or impending strikes, lockouts or other industrial disturbances may not be settled but could have been settled by acceding to the demand of the opposing person or persons.

25. Successors and Assigns, Etc.

(a) *General Provisions.* Subject to the provisions of Paragraphs 25(c) and (e) below, the Company with the written consent of Continental filed with Properties and the Trustee may assign or transfer this Lease and any or all of its rights hereunder including its optional right to purchase any or all of the Leased Parcels, and may sublet the whole or any part of any or all of the Leased Parcels, without the consent of Properties or the Trustee; provided, however, that in each case, except as otherwise provided in this Paragraph 25(a), the Company shall nevertheless remain primarily liable to Properties for the payment of all rents hereunder to be paid by it and for the full observance and performance of all of the covenants and conditions hereunder to be observed and performed by it; and provided, further, that (i) the Company may not mortgage or otherwise create any security interest in the Leased Premises, (ii) no such assignment or transfer of this Lease may be made except to Continental or an affiliated or subsidi-

ary company of Continental or the Company, or any one or more of them, and any such assignee or transferee shall unconditionally and irrevocably assume the due performance of the obligations of the Company hereunder to the extent of the interest assigned or transferred, and (iii) upon the assignment or transfer of this Lease in its entirety pursuant to clause (ii) of this Paragraph 25(a) and the assumption in accordance with said clause of the due performance of all of the obligations of the Company to be observed and performed hereunder and under the Assignment by it, the Company shall be released and discharged from any further obligations under this Lease or under any instrument of assignment thereof. Except as specifically provided in this clause (a), the Company will not mortgage, pledge, assign, transfer or otherwise encumber this Lease, in whole or in part. Properties will, upon the Company's request and at the Company's expense, execute and deliver to the Company, or any sublessee of one or more of the Leased Parcels specified by the Company, a non-disturbance agreement or other instrument in form and substance satisfactory to the Company to the effect that Properties will recognize and give effect to the sublease specified in the Company's request so that the rights of the sublessee under such sublease shall not be affected or disturbed by Properties upon the expiration or termination of this Lease or the exercise of any of the rights of Properties hereunder, it being intended that any such non-disturbance agreement or other instrument delivered pursuant to this Paragraph 25(a) may be relied upon by any sublessee or prospective sublessee of the Leased Premises. Properties may require that such non-disturbance agreement provide that the obligations of Properties thereunder shall be conditioned upon the receipt by Properties and the Trustee of a copy of the lease to which such non-disturbance agreement relates and a certificate signed by an independent real estate appraiser stating that the rent reserved by such lease equals or exceeds the fair rental value of the premises leased thereby at the time such lease was executed.

(b) *Successor to Company.* In the event of a merger or consolidation between the Company and any other corporation or a transfer of substantially all the assets of the Company permitted by the Assignment, the successor corporation or transferee shall succeed to and be

substituted for the Company under this Lease with the same effect as if such successor corporation or transferee had been named herein as the Company; provided, however, that no such merger or consolidation or transfer of substantially all the assets of the Company shall be effected unless the successor corporation (if not the Company) or transferee shall have assumed the due performance of the obligations of the Company under this Lease and the Assignment. Upon the effectiveness of such assumption, the Company, if it is not the successor corporation in any such merger or consolidation, shall have no further obligations under this Lease or under any instrument of assignment thereof or under the Assignment.

(c) *Special Circumstances.* The Company agrees that should, for any reason, its corporate existence be terminated (otherwise than by merger or consolidation or following the release and discharge of its obligations hereunder pursuant to Paragraph 25(b) or clause (iii) of Paragraph 25(a)), or if a receiver or trustee or trustees shall be appointed by a court of competent jurisdiction to take charge of its business or assets, or if the Company should be adjudicated a bankrupt, whether or not through voluntary proceedings, and such receivership or bankruptcy proceedings are not dismissed within a period of 90 days thereafter, there shall forthwith and automatically become due and payable by the Company, and the Company shall immediately pay to the Trustee for deposit in the Debt Service Fund, an amount equal to the sum of (i) the principal of and accrued interest on the Notes, plus (ii) any applicable premium that would be payable if the Notes were to be prepaid at the next following Note Payment Date upon which such prepayment reasonably may be effected in accordance with the Indenture, plus (iii) interest on the Notes to such Note Payment Date (including interest to the extent permitted by law on any overdue interest at the respective rate or rates specified in the Indenture), minus (iv) the amount then in the Debt Service Fund and available at such time for credit against such payment.

(d) *Properties' Rights of Assignment.* Properties may, in accordance with the Indenture, assign this Lease and pledge the moneys receivable hereunder to the Trustee as security for payment of the interest coming due and the principal maturing on the Notes and its

other obligations under the Indenture, but any such assignment and pledge shall be subject to the rights and privileges of the Company under this Lease in accordance with Section 907 of the Indenture.

(e) *Other Successors.* Except as otherwise provided above in this Paragraph 25 all covenants, conditions and obligations herein contained shall be binding upon and inure to the benefit of the respective successors and assigns of substantially all of the assets of Properties and of the successors to the Trustee and the Escrow Agent named under the Indenture, in each case to the same extent as if each such successor were named as such party hereto. Each reference in this Lease to Properties shall include any successor to Properties by merger or sale, assignment or transfer as permitted by the Indenture.

(f) *Manner of Assumption.* The effectiveness of any assumption of the due performance of the obligations of the Company hereunder required or permitted pursuant to this Lease shall be contingent upon the filing with Properties and the Trustee of (i) an instrument evidencing such assumption duly executed on behalf of the assuming party, (ii) unless the holders of each of the Notes at the time outstanding shall otherwise consent in writing, an instrument of modification duly signed by Continental agreeing to substitute such assuming party for the Company for purposes of the Guarantee Agreement, and (iii) a favorable opinion of counsel acceptable to the Trustee, addressed to the Trustee as to the effectiveness, and enforceability by the Trustee and the holders of the Notes, of such assumption and of the Guarantee Agreement as modified. Except as aforesaid, none of such instruments shall require approval, consent, execution or acceptance by or on behalf of Properties, the Trustee or the holders of the Notes.

26. The Escrow Agent and Trustee.

(a) The Escrow Agent and the Trustee shall perform such duties as are provided in this Lease to be performed by them in accordance, where applicable, with Section 907 of the Indenture.

(b) *Rights and Immunities.* The Escrow Agent and the Trustee in performing their obligations hereunder shall be entitled to the rights and immunities set forth in Article XII of the Indenture and shall be

entitled to the advice of counsel and shall incur no liability for any acts taken in good faith in reliance upon such advice. The Escrow Agent and the Trustee shall not be liable for any action reasonably taken or omitted to be taken by them in good faith and reasonably believed by them to be within the discretion or power conferred upon them by this instrument, or be responsible for other than their own negligence or willful acts or omissions. The Company shall pay to the Escrow Agent and the Trustee reasonable compensation for all their respective services, together with their actual out-of-pocket expenses necessarily incurred, in connection with acting as Escrow Agent and Trustee under this Lease and, to the extent not otherwise paid, the Indenture.

(c) *Acceptance.* Execution of the acceptance by Bankers Trust Company, as Trustee and Escrow Agent, and by R. I. Landau, as Trustee, at the end of this Lease shall be sufficient for said Bankers Trust Company and said individual to become parties hereto in such respective capacities, pursuant to the terms set out herein, subject to the provisions of Article XII of the Indenture, without the execution of any other instrument. Each reference herein to the Escrow Agent and the Trustee shall include any successor Escrow Agent or Trustee.

27. Third Party Beneficiaries.

(a) *Rights of Noteholders.* This instrument is executed in part to induce the purchase by others of the Notes, and for the further securing of the Notes, and accordingly all the respective covenants and agreements of the parties herein contained are hereby declared to be for the benefit of the holders from time to time of the Notes and may be enforced by or on behalf of the holders of the Notes only by the Trustee in accordance with the provisions of the Indenture. Nothing in this instrument shall be deemed to create any right in any person not a party hereto (other than the permitted successors and assigns of a party and the holders of the Notes) and this instrument shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party except the holders from time to time of the Notes.

(b) *Rights of Company.* By virtue of its obligation under this Lease, the Company has an interest in the enforcement of Properties' rights under the Note Purchase Agreements. Properties shall use its

best efforts to enforce and assert to their full extent its rights under the Note Purchase Agreements and all of their terms. If Properties shall default in its obligation to so enforce and assert its rights, then the Company shall have the right to enforce and assert Properties' rights under the Note Purchase Agreements, in the name of the Company or Properties, on Properties' behalf and for its and the Company's benefit, but at the expense of the Company.

28. INSPECTION.

Properties and its representatives and designees, other than a competitor of the Company, Continental or any other person occupying any part of the Leased Premises, may enter any of the Leased Parcels, or any part thereof, at reasonable times during business hours, and upon prior notice to the Company and any occupant of the Leased Premises, for the purpose of inspecting the same (other than cages or enclosures in which money, securities or other valuables or confidential documents are kept); provided that nothing herein shall require or permit the disclosure to Properties or its representative or designee of (i) any trade secrets of the Company, Continental or any such other person or (ii) any other confidential processes, techniques or information which the Company, Continental or any such other person is not free to disclose, whether by virtue of any applicable statute, governmental security regulation, technical assistance agreement, patent license or similar agreement relating to the acquisition or interchange of technology or otherwise. Properties shall not have any obligation to make any such inspection nor shall it incur any liability as a result of making or not making any such inspection. The Company shall be entitled to require that the representative or designee of Properties making such inspection shall be accompanied while inspecting the Leased Premises by a representative or designee of the Company, which representative or designee shall be made available at the time duly specified in Properties' aforesaid notice of inspection.

29. COMMUNICATIONS.

All communications hereunder shall be in writing and shall be deemed sufficiently made, when sent by United States first class mail, postage prepaid, addressed

if to Properties,

DELAWARE WESTERN PROPERTIES, INC.
100 West Tenth Street
Wilmington, Delaware 19801
Attention of the President;

if to the Company,

COMAP, INC.
c/o Continental Oil Company
30 Rockefeller Plaza
New York, New York 10020
Attention of the President;

if to Continental,

CONTINENTAL OIL COMPANY
30 Rockefeller Plaza
New York, New York 10020
Attention of the Secretary; and

if to the Escrow Agent and Trustee,

BANKERS TRUST COMPANY
P. O. Box 316
Church Street Station
New York, New York 10015
Attention: Corporate Trust Division

or, in each case, at such other address as may hereafter have been designated most recently in writing with specific reference hereto, by the addressee to the addressor; provided, however, that in order to be considered duly made a duplicate copy of any communication to the Company shall be sent at the same time and in like manner to Continental; and a duplicate copy of any communication to Properties shall be sent at the same time and in like manner to the Trustee.

30. DEFINITIONS.

The following terms when used in this Lease shall have the following meanings:

"person"—includes any individual, corporation, governmental entity, partnership, joint venture, business association or other organization or entity;

"opinion of counsel"—means an opinion or opinions in writing, signed by legal counsel, who may be counsel to the Trustee, Properties, the Company or Continental, including counsel who are regularly retained by or who are employees of any of the foregoing. As to any factual matters involved in an opinion of counsel, such counsel may rely, to the extent that they deem such reliance proper, upon a certificate or certificates setting forth such matters which have been signed by an official, officer, authorized representative or general partner of a particular governmental authority, corporation, firm or other person or entity concerned;

"outstanding"—when used with respect to the Notes means, as of the date of determination, all Notes theretofore authenticated and delivered under the Indenture, except

(i) Notes theretofore cancelled by the Trustee or delivered to the Trustee for cancellation pursuant to the Indenture;

(ii) Notes for whose payment or prepayment money in the necessary amount has theretofore been deposited with the Trustee in trust for the holders of the Notes pursuant to the Indenture, provided that, if such Notes are to be prepaid, notice of such prepayment has been duly given pursuant to the Indenture or provision therefor satsfactory to the Trustee has been made; and

(iii) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered pursuant to the Indenture;

provided, however, that in determining whether the holders of the requisite principal amount of Notes outstanding have given any request, demand, authorization, direction, notice, consent or waiver under the Indenture, Notes owned by Properties, the Company or Continental or any other obligor upon the Notes or any person directly or indirectly controlling or controlled by or under common control with Properties, the Company or Continental or such other obligor shall be disregarded and deemed not to be outstanding, except that in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes which the Trustee knows to be so owned shall be so disregarded.

"depreciated book value"—means, with respect to any Leased Parcel listed in Appendix A, the net book value for such Leased Parcel set forth in Appendix G depreciated on the basis shown for

such Leased Parcel set forth in said Appendix G and, with respect to any substituted property conveyed to Properties pursuant to Paragraph 14, the net book value of such property at the time of such conveyance (which shall be the same as the Initial Purchase Price for such property determined in accordance with Paragraph 14(d)) depreciated on such reasonable basis as the Company shall specify to Properties and the Trustee at the time of such conveyance.

"expenses" or "costs"—when used herein shall be deemed to include, without limitation, attorneys fees.

"officers' certificate"—when used herein with respect to any corporation means a certificate of the president, any vice president, the treasurer or the secretary of such corporation or of such other officer of such corporation who shall be acceptable to the person to whom such certificate is delivered.

31. Entire Agreement, Governing Law, Interpretation, Etc.

This Lease (a) constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof; (b) except as provided in this Lease or in the Indenture, may be modified or amended only by an instrument in writing signed by the duly authorized representatives of all parties (or their respective successors or assigns) and with the consent of the Trustee given in accordance with the applicable provisions of the Indenture; and (c) shall be governed in all respects including validity, interpretation and effect, by, and shall be enforceable in accordance with, the law of the State of New York. The paragraph and other headings contained in this Lease are for reference purposes only and shall not control or affect its interpretation in any respect. In the event that any clause or provision of this Lease or its application to any particular property or circumstance shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision or of its application shall not affect any of the remaining provisions hereof or its application to other property or circumstances. There shall be no merger of this Lease or of the leasehold estate hereby created with the fee or any other estate or interest in all or any of the Leased Parcels, or any part thereof, by reason of the fact that the same person may acquire, own or hold, directly or indirectly,

(a) this Lease or the leasehold estate hereby created, or any interest in this Lease or in such leasehold estate, and (b) the fee or any such other estate or interest in such Leased Parcels, or any part thereof, and this Lease shall not be terminated for any reason except as expressly provided herein. Notwithstanding any particular provision with respect thereto contained herein, the Company shall, subject to the provisions of Section 1201(c) of the Indenture, pay, or cause to be paid, all costs and expenses (including legal fees) incurred by Properties and the Trustee in connection with the rights, duties and obligations of Properties and the Trustee hereunder.

32. Counterparts.

This Lease may be executed and delivered in any number of counterparts each of which shall be deemed an original and all of which shall together constitute one and the same instrument; provided, however, that for recording or filing purposes the description in Appendix A of any Leased Parcel located in any particular recording or filing jurisdiction may be amplified or supplemented in such manner as to more particularly describe such Leased Parcel for the purpose of recording or filing the Lease in such jurisdiction, and those parts of Appendix A which do not relate to a Leased Parcel in such jurisdiction may be omitted, any such counterpart containing such expanded, supplemented or altered Appendix A to be likewise deemed an original counterpart of the Lease, constituting one and the same instrument with the Lease.

33. Amendments to Appendices A, C and G.

Prior to December 15, 1972, the Company may amend Appendices A, C and G by delivering to Properties, the Escrow Agent and the Trustee a notice stating (i) that one or more Leased Parcels listed in Appendix A, and not theretofore conveyed to Properties in accordance with Paragraph 1, are deleted therefrom; (ii) that one or more other marketing or administrative properties owned by the Company or Continental, having in the aggregate a book value on the books of Continental as of the date of such notice not less than the aggregate Initial Purchase Price shown on Appendix C for the Leased Parcels deleted pursuant to (i) above, are substituted in Appendix A for such

Leased Parcels; (iii) that the Initial Purchase Price to be included in Appendix C for each such substituted property shall be the amount stated in such notice, which shall not be greater than the book value thereof on the books of Continental as of the date of such notice; and (iv) that each such substituted property shall be depreciated for purposes of Appendix G in accordance with the schedule set forth with respect thereto in such notice. Such notice may also state that the Initial Purchase Price of one or more Leased Parcels not theretofore conveyed to Properties in accordance with Paragraph 1 shall be adjusted as set forth in such notice, provided that the Initial Purchase Price of such Leased Parcel as so adjusted shall not be greater than the book value thereof on the books of Continental as of the date of such notice. Upon receipt of any such notice by Properties and the Trustee, Appendices A, C and G shall be deemed thereupon amended as provided in such notice for all purposes of this Lease, the Indenture, the Assignment and the Guarantee Agreement without any consent or further action on the part of Properties, the Company, the Escrow Agent or the Trustee; provided however that upon the Company's request, Properties, the Escrow Agent and the Trustee shall execute and deliver to the Company such instruments as it may reasonably request evidencing or acknowledging such amendment.

34. Limitation on Certain of the Company's Rights.

The rights of the Company to exercise its options to purchase Properties' interest in any one or more of the Leased Parcels under Paragraph 19 and to substitute properties for one or more of the Leased Parcels under Paragraph 14(b) shall be subject to the limitation that such rights shall cease and terminate and be of no further force or effect on and after the 21st anniversary of the death of the last survivor of all of the descendants living on November 30, 1970 of John D. Rockefeller, Jr., including without limitation, his sons John D., Nelson A., Laurance S., Winthrop and David; provided, however, that if any such rights, privileges or options shall be or become valid under applicable law for a period subsequent to the 21st anniversary of the death of such last survivor (or, without limiting the generality of the foregoing, if legislation shall become effective providing for the validity or permitting the effective grant of such rights, privileges and options for a period

in gross, exceeding the period for which such rights, privileges and options are hereinabove stated to extend and be valid), then such rights, privileges or options shall not terminate as aforesaid but shall extend to and continue in effect, but only if such non-termination and extension shall then be valid under applicable law, until such time as the same shall, under applicable law, cease to be valid.

IN WITNESS WHEREOF, Properties and the Company have caused this Lease to be signed and sealed in their behalf by their duly authorized representatives as of the date first above set forth.

DELAWARE WESTERN PROPERTIES, INC.

[CORPORATE SEAL]

By _____
President

Attest: _____
Secretary

COMAP, INC.

[CORPORATE SEAL]

By _____
Vice President

Attest: _____
Assistant Secretary

Accepted this 30th day of November, 1970

BANKERS TRUST COMPANY, *as Escrow Agent and Trustee*

By _____
Assistant Vice President

[CORPORATE SEAL]

Attest: _____
Assistant Secretary

_____
R. I. LANDAU, *as Trustee*

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

Subscribers:

Name: VANCE VAN DINE
Corporate office: President
Home residence: 1165 Park Avenue, New York, N. Y.

Name: ROBERT F. GREENHILL
Corporate office: Secretary
Home residence: Rockwood Lane Spur, Greenwich, Conn.

Corporation: Delaware Western Properties, Inc.
State of incorporation: Delaware

Date of instrument: November 30, 1970

Before me, the below Notary Public in and for the above County and State, duly commissioned and sworn, personally appeared the Subscribers, to me personally well known and well known to me to hold the respective corporate offices indicated above in the Corporation named above which is one of the corporations named in and executing the within instrument bearing the date set forth above, which instrument was produced to me in the County and State aforesaid, by the Subscribers who are known to me to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument as its above indicated corporate officers, respectively, who, by me being duly sworn, did severally depose, say and acknowledge, on their several oaths, in my County and State aforesaid, that they respectively reside at the above-stated addresses, that they are respectively the above-stated corporate officers of said Corporation and that said Corporation executed the said instrument; that they know the seal of said Corporation; that the seal affixed to said instrument is the corporate seal of said Corporation; that they, being informed of the contents of the said instrument, signed, and sealed said instrument as such officers and that they executed the same in the name and on

behalf of said Corporation by order, authority and resolution of its Board of Directors and that they signed their names as such officers thereto by like order; that their signatures are in their own proper handwriting; that they executed said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said Corporation for the consideration, uses and purposes therein set forth and expressed and that they delivered the same as such.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on this 30th day of November, 1970.

John F. Cassidy

Notary Public in and for said County and State.

My commission expires

JOHN F. CASSIDY
NOTARY PUBLIC, State of New York
No. 24-9320025
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1972

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

Subscribers:

Name: M. C. MAYS

Corporate office: Vice President
Home residence: 8 Hemlock St., Waldwick, N. J.

Name: DANIEL ASHLEY JENKS

Corporate office: Assistant Secretary
Home residence: 415 Central Park West, New York, N. Y.

Corporation: COMAP, Inc.
State of incorporation: Delaware

Date of instrument: November 30, 1970

Before me, the below Notary Public in and for the above County and State, duly commissioned and sworn, personally appeared the Subscribers, to me personally well known and well known to me to hold the respective corporate offices indicated above in the Corporation named above which is one of the corporations named in and executing the within instrument bearing the date set forth above, which instrument was produced to me in the County and State aforesaid, by the Subscribers who are known to me to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument as its above indicated corporate officers, respectively, who, by me being duly sworn, did severally depose, say and acknowledge, on their several oaths, in my County and State aforesaid, that they respectively reside at the above-stated addresses, that they are respectively the above-stated corporate officers of said Corporation and that said Corporation executed the said instrument; that they know the seal of said Corporation; that the seal affixed to said instrument is the corporate seal of said Corporation; that they, being informed of the contents of the said instrument, signed, and sealed said instrument as such officers and that they executed the same in the name and on behalf of said Corpora-

tion by order, authority and resolution of its Board of Directors and that they signed their names as such officers thereto by like order; that their signatures are in their own proper handwriting; that they executed said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said Corporation for the consideration, uses and purposes therein set forth and expressed and that they delivered the same as such.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on this 30th day of November, 1970.

John F. Cassidy

Notary Public in and for said County and State.

JOHN F. CASSIDY
NOTARY PUBLIC, State of New York
No. 24-0323025
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1972

My commission expires

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

Subscribers:

Name: S. BURG

Corporate office: Assistant Vice President
Home residence: 2347 Tiebout Ave., The Bronx, New York

Name: T. J. MOSKIE

Corporate office: Assistant Secretary
Home residence: 28 Nash Court, Staten Island, New York

Corporation: Bankers Trust Company
State of incorporation: New York

Date of instrument: November 30, 1970

Before me, the below Notary Public in and for the above County and State, duly commissioned and sworn, personally appeared the Subscribers, to me personally well known and well known to me to hold the respective corporate offices indicated above in the Corporation named above which is one of the corporations named in and executing the within instrument bearing the date set forth above, which instrument was produced to me in the County and State aforesaid, by the Subscribers who are known to me to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument as its above indicated corporate officers, respectively, who, by me being duly sworn, did severally depose, say and acknowledge, on their several oaths, in my County and State aforesaid, that they respectively reside at the above-stated addresses, that they are respectively the above-stated corporate officers of said Corporation and that said Corporation executed the said instrument; that they know the seal of said Corporation; that the seal affixed to said instrument is the corporate seal of said Corporation; that they, being informed of the contents of the said instrument, signed, and sealed said instrument as such officers and that they executed the same in the name and on behalf of said Corpora-

tion by order, authority and resolution of its Board of Directors and that they signed their names as such officers thereto by like order; that their signatures are in their own proper handwriting; that they executed said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said Corporation for the consideration, uses and purposes therein set forth and expressed and that they delivered the same as such.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on this 30th day of NOVEMBER, 1970.

Steven F. Pugliese

Notary Public in and for said County and State.

My commission expires

STEVEN F. PUGLIESE
Notary Public, State of New York
No. 03-8453960
Qualified in Bronx County
Certificate filed in New York County
Commission Expires March 30, 1972

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

Before me, the below Notary Public in and for the above County and State, duly commissioned and sworn, personally appeared R. I. LANDAU to me personally well known and well known to me to be the person described in and who executed the foregoing instrument dated as of November 30, 1970, which instrument was produced by him to me in the County and State aforesaid, who, by me being duly sworn, did depose, say and acknowledge, on his oath, in my County and State aforesaid, that he resides at 83 Somerset Road, New Rochelle, New York 10804, that his signature is in his own proper handwriting, that he executed said instrument as his free and voluntary act and deed for the consideration, uses and purposes therein set forth and expressed and that he delivered the same as such.

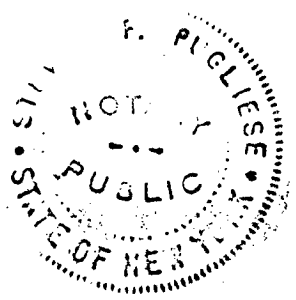
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on this 30th day of NOVEMBER, 1970.

Steven F. Pugliese

Notary Public in and for said County and State.

STEVEN F. PUGLIESE
Notary Public, State of New York
No. 03-8453900
Qualified in Bronx County
Certificate filed in New York County
Commission Expires March 30, 1972

My commission expires



APPENDIX A
to the
Lease

Parcel No.	STATE (Town or City in which Leased Parcel is located): (Continental Designation) (Address)
	OKLAHOMA
PARCEL 1	Ponca City: Geophysics Building (.706 acres) 1000 South Pine St.
PARCEL 2	Ponca City: Customer Service Laboratory Building (.282 acres) 1000 South Pine St.
PARCEL 3	Ponca City: Plant Foods Pilot Plant Building (.069 acres) 1000 South Pine St.
PARCEL 4	Ponca City: Exploration-Research Laboratory Building (.586 acres) 1000 South Pine St.
PARCEL 5	Ponca City: Park Building, North Addition (.300 acres) 1000 South Pine St.
PARCEL 6	Ponca City: Research Services Library Building (.133 acres) 1000 South Pine St.
PARCEL 7	Ponca City: Service Station #1 5th and Grand Ave.
PARCEL 8	Oklahoma City: Service Station #20 2601 N.E. 10th
PARCEL 9	Warr Acres: Service Station #203 6401 N. McArthur
PARCEL 10	Tulsa: Service Station #5 3003 S. Memorial
	KENTUCKY
PARCEL 11	Wilder: Agrico Anhydrous Ammonia Terminal (37.23 acres in three separate tracts) Licking Pike (Maple Park Subdivision area)

Parcel No.	STATE (Town or City in which Leased Parcel is located): (Continental Designation) (Address)
	TEXAS
PARCEL 12	San Antonio: Service Station #2 1819 S. New Braunfels
PARCEL 13	San Antonio: Service Station #5 3203 McCullough
PARCEL 14	San Antonio: Service Station #16 2403 Harry Wurzbach
PARCEL 15	Texarkana: Bulk Plant #6012 Robinson & Jameson
PARCEL 16	Brownsville: Service Station #92 1814 Boca Chica
PARCEL 17	Jacksonville: Service Station #2 Jackson & Larissa
PARCEL 18	Dallas: Service Station #308 10650 Church
PARCEL 19	Dallas: Service Station #19 11470 Garland Road
PARCEL 20	Dallas: Service Station #301 3308 Fort Worth Ave.
PARCEL 21	Dallas: Service Station #342 3130 N. Buckner Ave.
PARCEL 22	Odessa: Service Station #5 2626 N. Grandview
PARCEL 23	El Paso: Service Station #1 3501 Dyer St.
PARCEL 24	El Paso: Service Station #2 6040 N. Mesa
PARCEL 25	El Paso: Service Station #3 3601 Gateway West
PARCEL 26	Galveston: Service Station #1 2827 Broadway

Parcel No.	STATE (Town or City in which Leased Parcel is located): (Continental Designation) (Address)
	TEXAS—(Continued)
PARCEL 27	Galveston: Service Station #2 3828 Broadway
PARCEL 28	Pampa: Bulk Plant #343 515 E. Tung Ave.
PARCEL 29	Longview: Service Station #1 2301 S. Moberly
PARCEL 30	Longview: Service Station #2 1708 Moberly
PARCEL 31	Houston: Service Station #2 6650 S. Main
PARCEL 32	Houston: Service Station #7 102 North Loop
PARCEL 33	Houston: Service Station #9 4002 S.W. Freeway
PARCEL 34	Houston: Service Station #17 11103 Katy Freeway
PARCEL 35	Houston: Service Station #56 5699 Beechnut
PARCEL 36	Houston: Service Station #58 3517 Parker Road
PARCEL 37	Houston: Service Station #59 1717 Mangum Road
PARCEL 38	Houston: Service Station #62 IH-10 & Mercury Drive
PARCEL 39	Pasadena: Service Station #81 3803 Spencer
PARCEL 40	San Marcos: Service Station #1 IH-35 & Hines St.
PARCEL 41	Beaumont: Service Station #1 2695 Calder St.

Parcel No.	STATE (Town or City in which Leased Parcel is located): (Continental Designation) (Address)
	TEXAS—(Continued)
PARCEL 42	Groves: Service Station #81 Hwy. 73 at 39th St.
PARCEL 43	Kenedy: Service Station #81 U. S. 81 at Hwy. 72
PARCEL 44	Midland: Service Station #950 619 W. Wall
PARCEL 45	Colorado City: Service Station #2 Second & Oak
PARCEL 46	Corpus Christi: Service Station #18 4301 Alameda
PARCEL 47	Corpus Christi: Service Station #20 2937 Morton
PARCEL 48	Corpus Christi: Service Station #21 4444 Weber Road
PARCEL 49	Amarillo: Service Station #15 24th & Dumas
PARCEL 50	Amarillo: Service Station #8 3400 S. Georgia
PARCEL 51	Tyler: Bulk Plant #1142 1320 Commerce
PARCEL 52	Ft. Worth: Service Station #13 2400 W. Berry
PARCEL 53	Ft. Worth: Service Station #34 5320 Trail Lake
PARCEL 54	Ft. Worth: Service Station #35 6601 Meadowbrook Dr.
PARCEL 55	Ft. Worth: Service Station #41 1104 Oak Grove Rd.
PARCEL 56	Ft. Worth: Service Station #42 1612 Louisiana

Parcel No.	STATE (Town or City in which Leased Parcel is located): (Continental Designation) (Address)
	TEXAS—(Continued)
PARCEL 57	Ft. Worth: Service Station #272 1938 S. Maplewood
PARCEL 58	North Richland Hills: Service Station #4 Loop 820 & Pipeline Rd.
PARCEL 59	Austin: Service Station #2 1500 San Jacinto
PARCEL 60	Laredo: Service Station #3 3419 San Dario Ave.
PARCEL 61	Wichita Falls: Service Station #3 1000 Red River Express
PARCEL 62	Wichita Falls: Service Station #950 3701 Callfield Rd.
PARCEL 63	Taylor: Service Station #1 601 N. Main St.
PARCEL 64	Vernon: Service Station #1 Main at U.S. 287 Expwy.
	COLORADO
PARCEL 65	Brighton: Service Station #3 U. S. 85 at Hwy. 7
PARCEL 66	Littleton: Service Station #9 8695 Arapahoe Rd.
PARCEL 67	Pagosa Springs: Service Station #1 U. S. 160 & 7th St.
PARCEL 68	Boulder: Bulk Plant #120 3200 Pearl
PARCEL 69	Delta: Bulk Plant #172 5th & Railroad
PARCEL 70	Denver: Service Station #51 4901 Federal Blvd.

Parcel No.	STATE (Town or City in which Leased Parcel is located): (Continental Designation) (Address)
	COLORADO—(Continued)
PARCEL 71	Denver: Service Station #60 5315 E. Colfax
PARCEL 72	Denver: Service Station #76 6501 E. Evans
PARCEL 73	Denver: Service Station #97 4605 Washington
PARCEL 74	Colorado Springs: Bulk Plant #221 212 S. 21st St.
PARCEL 75	Colorado Springs: Service Station #12 1504 N. Circle Dr.
PARCEL 76	Colorado Springs: Service Station #26 1303 Academy Blvd.
PARCEL 77	Colorado Springs: Service Station #27 8104 Academy Blvd.
PARCEL 78	Lakewood: Service Station #270 12015 W. Cedar Dr.
PARCEL 79	Lakewood: Service Station #271 1075 S. Union
PARCEL 80	Wheatridge: Service Station #324 6800 W. 38th Ave.
PARCEL 81	Eads: Service Station #9 811 Wanstead
PARCEL 82	Burlington: Service Station #2 IH-70 & U. S. 385
PARCEL 83	Fort Collins: Bulk Plant #206 225 Maple
PARCEL 84	Fort Collins: Service Station #6 1104 W. Elizabeth
PARCEL 85	Loveland: Service Station #5 IH-25 & U. S. 34

Parcel No.	STATE (Town or City in which Leased Parcel is located): (Continental Designation) (Address)
	COLORADO—(Continued)
PARCEL 86	Trinidad: Service Station #2 902 Jefferson Ave.
PARCEL 87	Sterling: Bulk Plant #382 510 S. 6th
PARCEL 88	Grand Junction: Bulk Plant #228 631 S. Ninth
PARCEL 89	Grand Junction: Service Station #3 107 Grand Ave.
PARCEL 90	Montrose: Bulk Plant #310 First & Water St.
PARCEL 91	Pueblo: Bulk Plant #243 400 W. "D" St.
PARCEL 92	Julesburg: Service Station #1 First & Elm
	IDAHO
PARCEL 93	Boise: Service Station #2 1590 Vista Ave.
PARCEL 94	Boise: Service Station #3 204 S. Orchard
PARCEL 95	Boise: Service Station #16 3200 Vista Ave.
PARCEL 96	Pocatello: Service Station #7 1510 Pocatello Creek
PARCEL 97	Blackfoot: Service Station #2 70 S. E. Main St.
PARCEL 98	Melba: Bulk Plant #2227 211 S. Carrie Rex
PARCEL 99	Burley: Service Station #1 State Hwy. 27 & W. 7th St. N.
PARCEL 100	American Falls: Bulk Plant #436 Madison & Oregon Trail

Parcel No.	STATE (Town or City in which Leased Parcel is located): (Continental Designation) (Address)
	NEBRASKA
PARCEL 101	Imperial: Service Station #1 644 Broadway
PARCEL 102	Sydney: Service Station #1 1148 Illinois St.
PARCEL 103	Chadron: Service Station #1 378 Main St.
PARCEL 104	Omaha: Bulk Plant #217 2351 S. 27th St.
PARCEL 105	Omaha: Service Station #9 3434 N. 90th St.
PARCEL 106	Grand Island: Service Station #4 IH-80 & U.S. 281
PARCEL 107	Aurora: Service Station #1 IH-80 & Hwy. 14
PARCEL 108	Lincoln: Service Station #4 33rd & "O" St.
PARCEL 109	Seward: Service Station #1 IH-80 & Neb. 127
	IDAHO
PARCEL 110	Burley: Bulk Plant #456 1138 Burton Ave.
PARCEL 111	Cour d'Alene: Bulk Plant #464 1932 Government Way
PARCEL 112	Lewiston: Bulk Plant #518 2115 1st Ave.
PARCEL 113	Salmon: Bulk Plant #582 North & Charles St.
PARCEL 114	Grangeville: Bulk Plant #1706 324 W. Meadow

Parcel No.	STATE (Town or City in which Leased Parcel is located): (Continental Designation) (Address)
	OKLAHOMA
PARCEL 115	Oklahoma City: Bulk Plant #37 1000 N. Vickey Dr., Del. City
	UTAH
PARCEL 116	Provo: Service Station #6 12th North and Canyon Road
PARCEL 117	Provo: Service Station #8 1420 S. University
PARCEL 118	Cottonwood: Service Station #1 6975 So. 2000 East
PARCEL 119	Salt Lake City: Service Station #12 IH-15 at 2nd W. and 5th N.
PARCEL 120	North Salt Lake: Bulk Plant #1181 757 W. Second
PARCEL 121	Ogden: Bulk Plant #8325 2004 Wall Ave.
PARCEL 122	Ogden: Service Station #4 3067 Wall St.
PARCEL 123	Payson: Bulk Plant #1175 173 N. 6th W.
PARCEL 124	Vernal: Bulk Plant #1187 360 N. Vernal Ave.
PARCEL 125	Moab: Bulk Plant #2137 So. Hwy. 160
	MONTANA
PARCEL 126	Livingston: Bulk Plant #759 13th & Lewis
PARCEL 127	Malta: Bulk Plant #762 4 So. 1st

Parcel No.	STATE (Town or City in which Leased Parcel is located): (Continental Designation) (Address)
	MONTANA—(Continued)
PARCEL 128	Ronan: Bulk Plant #799 20th & 6th St.
PARCEL 129	Conrad: Bulk Plant #683 Dakota & Central
PARCEL 130	Conrad: Service Station #1 Main & 6th Ave. South
PARCEL 131	Butte: Service Station #10 Utah & Front St.
PARCEL 132	Great Falls: Service Station #3 1315 10th Ave. South
PARCEL 133	Great Falls: Service Station #10 IH-15 at Hwy. 87, 89, 91
PARCEL 134	Lewiston: Service Station #1 104 E. Main
	KANSAS
PARCEL 135	Mission: Service Station #9 IH-35 & Lamar
PARCEL 136	Olathe: Service Station #61 IH-35 and Kansas Hwy. 150
PARCEL 137	Topeka: Service Station #2 5730 W. 21st St.
PARCEL 138	Topeka: Service Station #9 3824 W. 29th St.
PARCEL 139	Topeka: Service Station #18 100 E. 29th St.
PARCEL 140	Topeka: Service Station #19 1617 Fairlawn
PARCEL 141	Liberal: Service Station #3 600 E. Pancake Blvd.

Parcel No.	STATE (Town or City in which Leased Parcel is located): (Continental Designation) (Address)
	KANSAS—(Continued)
PARCEL 142	Wichita: Service Station #29 8202 E. Central
PARCEL 143	Kansas City: Service Station #43 7625 Parallel
	INDIANA
PARCEL 144	Mt. Vernon: Agrico Anhydrous Ammonia Terminal 23 acre tract on S.H. 69
	WISCONSIN
PARCEL 145	Kenosha: Bulk Plant #7322 3102 22nd Ave.
PARCEL 146	Kenosha: Service Station #4 Box 311A R.R. #2
PARCEL 147	Milwaukee: Service Station #1 7213 Teutonia Ave.
PARCEL 148	Milwaukee: Service Station #11 42 & Capital Drive
PARCEL 149	New London: Service Station #1 608 Mill Street
PARCEL 150	Superior: Service Station #91 2109 E. 2nd St.
PARCEL 151	Madison: Service Station #4 3335 University Ave.
PARCEL 152	Tomah: Service Station #2 IH-94 & Hwy. 12 & 21
PARCEL 153	Rice Lake: Service Station #91 1821 So. Main St.
PARCEL 154	Ashland: Service Station #1 101 W. Front St.

Parcel No.	STATE (Town or City in which Leased Parcel is located): (Continental Designation) (Address)
	TEXAS
PARCEL 155	Italy: Service Station #91 IH-35 & FM 1134
	IOWA
PARCEL 156	Des Moines: Bulk Plant #1535 S. E. 7th & Raccoon
PARCEL 157	Des Moines: Service Station #23 3122 S. E. 14th St.
PARCEL 158	Des Moines: Service Station #2 201 E. Grand Ave.
PARCEL 159	Des Moines: Service Station #4 600 E. 14th St.
PARCEL 160	Des Moines: Service Station #22 7240 Hickman Rd.
PARCEL 161	Newton: Service Station #91 401 First Ave. West
PARCEL 162	Newton: Service Station #93 IH-80 & S. H. 14
PARCEL 163	Winterset: Service Station #1 203 S. 1st St.
PARCEL 164	Grinnell: Service Station #1 912 Sixth Ave.
PARCEL 165	Ankeny: Service Station #91 IH-35 & E. 1st & N. E. 22nd
PARCEL 166	Knoxville: Service Station #91 Fourth & Main
PARCEL 167	Waterloo: Service Station #4 127 Jefferson St.
PARCEL 168	Walcott: Service Station #1 County Road B & IH-80
PARCEL 169	Vinton: Service Station #1 414 C Ave.

Parcel No.	STATE (Town or City in which Leased Parcel is located): (Continental Designation) (Address)
	IOWA—(Continued)
PARCEL 170	Clearlake: Service Station #91 East Highway 18
PARCEL 171	Stormlake: Service Station #1 Fifth & Michigan
PARCEL 172	Clinton: Service Station #4 1001 4th St. South
PARCEL 173	Davenport: Service Station #8 616 W. Kimberly Rd.
PARCEL 174	Fort Dodge: Service Station #6 1202 2nd Ave. No.
	WISCONSIN
PARCEL 175	West Allis: Service Station #3 9111 W. National Ave.
PARCEL 176	Wisconsin Rapids: Service Station #1 211 8th St. So.
PARCEL 177	Waupaca: Service Station #1 Badget & Jefferson
	MINNESOTA
PARCEL 178	Duluth: Service Station #3 5402 E. Superior
PARCEL 179	Duluth: Service Station #4 3105 W. 1st Street
PARCEL 180	Duluth: Service Station #8 5310 E. Superior
PARCEL 181	Duluth: Service Station #9 1400 London Road
PARCEL 182	Duluth: Service Station #10 1501 E. Superior

Parcel No.	STATE (Town or City in which Leased Parcel is located): (Continental Designation) (Address)
	MINNESOTA—(Continued)
PARCEL 183	Duluth: Service Station #13 2105 Central Ent.
PARCEL 184	Duluth: Service Station #14 7502 Grand Ave.
PARCEL 185	Duluth: Bulk Plant #1513 2121 University Ave.
PARCEL 186	Rochester: Service Station #2 Tenth & Broadway
PARCEL 187	Windom: Service Station #1 Tibodeau Center
PARCEL 188	Cloquet: Service Station #2 Hwy. 33
PARCEL 189	Cloquet: Service Station #3 1606 Cloquet
PARCEL 190	Roseville: Service Station #2 Snelling Ave. & County Rd. C
PARCEL 191	Minneapolis: Service Station #16 3801 Park Ave.
PARCEL 192	Minneapolis: Service Station #26 3619 E. Lake St.
PARCEL 193	West St. Paul: Service Station #23 1126 So. Robert
PARCEL 194	South St. Paul: Service Station #43 120 Third Ave. No.
PARCEL 195	St. Paul: Service Station #2 1710 West 7th
PARCEL 196	St. Paul: Service Station #50 353 S. Victoria
PARCEL 197	Winona: Warehouse #2280-0 103 Main St.

Parcel No.	STATE (Town or City in which Leased Parcel is located): (Continental Designation) (Address)
	MINNESOTA—(Continued)
PARCEL 198	Hopkins: Service Station #44 525 Excelsior
PARCEL 199	Anoka: Service Station #48 Franklin Lane & W. Main
PARCEL 200	Shakopee: Service Station #59 Hwy. 169 & 212
PARCEL 201	Richfield: Service Station #97 6744 Penn Ave. So.
PARCEL 202	Sauk Rapids: Service Station #1 902 Broadway N.
PARCEL 203	Warroad: Service Station #1 State and Lake St.
PARCEL 204	Ortonville: Service Station #1 Ortonville
PARCEL 205	Tracey: Service Station #1 Craig Ave. & Hwy. 14
PARCEL 206	Bemidji: Service Station #1 Hwy. 2 West
PARCEL 207	Bemidji: Service Station #3 4th & Bemidji
PARCEL 208	International Falls: Service Station #1 1709 Third Ave.
PARCEL 209	Virginia: Service Station #2 Midway Drive & Hwy. 53
PARCEL 210	Brainerd: Service Station #1 723 Washington
PARCEL 211	Brainerd: Service Station #3 801 W. Washington
PARCEL 212	Aitkin: Service Station #91 Minnesota Ave.
PARCEL 213	Big Fork: Service Station #1 Big Fork

Parcel No.	STATE (Town or City in which Leased Parcel is located): (Continental Designation) (Address)
	MINNESOTA—(Continued)
PARCEL 214	Blomkest: Service Station #71 Hwys. 7 and 71
PARCEL 215	Austin: Service Station #3 900 North Main
PARCEL 216	Austin: Service Station #5 1401 4th St. N.W.
PARCEL 217	Fairmount: Service Station #1 Hwy. 15 & 4th St.
PARCEL 218	Fergus Falls: Service Station #1 405 W. Lincoln
PARCEL 219	Fridley: Service Station #1 7600 University
PARCEL 220	Minnetonka: Service Station #1 4548 Shady Oak Rd.
PARCEL 221	Hutchinson: Service Station #1 Main St. & 4th Ave. No.
PARCEL 222	Albert Lee: Service Station #1 2225 E. Main
PARCEL 223	Silver Bay: Service Station #1 Outer Drive

APPENDIX B
to
Lease

Guarantee Agreement

FROM

CONTINENTAL OIL COMPANY
(a Delaware corporation)

TO

DELAWARE WESTERN PROPERTIES, INC.
(a Delaware corporation)

AND

BANKERS TRUST COMPANY

AND

R. I. LANDAU,
as Trustees

Dated as of November 30, 1970

THIS GUARANTEE AGREEMENT is made as of November 30, 1970, by CONTINENTAL OIL COMPANY, a Delaware corporation (herein called "Continental"), to DELAWARE WESTERN PROPERTIES, INC., a Delaware corporation (herein called "Properties", which term shall include any successors to Delaware Western Properties, Inc., by merger or by sale, assignment or transfer as permitted by the Indenture hereinafter mentioned), and BANKERS TRUST COMPANY and R. I. LANDAU, as trustees (hereinafter collectively called the "Trustee"), under an Indenture from Properties to BANKERS TRUST COMPANY, as Escrow Agent, and the Trustee, dated as of November 30, 1970 (herein called the "Indenture").

WITNESSETH:

WHEREAS, pursuant to the Indenture, Properties is to issue its 9% Notes Due 2000 and its Substitute Notes (herein collectively called the "Notes") in an aggregate principal amount not exceeding $25,000,000; and

WHEREAS, the proceeds of the sale of the Notes are to be applied by Properties to, among other things, the purchase of certain lands and improvements from COMAP, INC., a Delaware corporation (herein together with its successors and assigns, by merger, consolidation, sale of assets or otherwise, called the "Company"), pursuant to the Lease and Agreement of even date (herein, together with all supplements and amendments thereto, called the "Lease") to which this Guarantee Agreement is attached; and

WHEREAS, concurrently with the execution and delivery hereof Properties has assigned to the Trustee, as security for, among other things, the due and punctual payment of the Notes, all its estate, right, title and interest in and to the Lease pursuant to an assignment (herein called the "Assignment") dated as of November 30, 1970 from Properties and the Company to the Trustee; and

WHEREAS, Continental owns all of the outstanding capital stock of the Company and is executing and delivering this Guarantee Agreement as an inducement to Properties to enter into the Lease and to the purchasers of the Notes to purchase the same;

Now, Therefore, in consideration of the premises Continental hereby agrees with Properties and the Trustee as follows:

1. Continental absolutely and unconditionally covenants and agrees, and guarantees to Properties and the Trustee, that (i) the Company will perform punctually and faithfully each and every duty, agreement, covenant and obligation of the Company under and in accordance with the terms of the Lease and the Assignment (collectively, the "Agreements"), including without limitation the payment of basic rent, additional rent and all other sums payable thereunder and, to the extent that the Company is at any time obligated therefor pursuant to Paragraph 18(b) of the Lease, the payment of interest, principal and premium, if any, on the Notes and payment of other sums due under the Indenture, and (ii) in the event that the Company does not or is unable so to pay or perform in accordance with the terms of the Agreements for any reason, including, without limitation, the liquidation, dissolution, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or other similar proceedings affecting the status, existence, assets or obligations of the Company or Properties, or the disaffirmance or termination of either or both of the Agreements in or as a result of any such proceeding, Continental shall pay to the Trustee, without offset or deduction of any kind, the basic rent, additional rent and all such other sums, or amounts equal thereto, or, in the event of the termination of the Lease pursuant to Paragraph 18(a) thereof, the principal, interest and premium, if any, on the Notes assumed or intended to be assumed by the Company pursuant to Paragraph 18(b) thereof (whether or not such assumption is enforceable) and all other sums which the Company so assumes and agrees to pay upon such assumption, or otherwise provide for and bring about such payment and the performance of such duties, agreements, covenants and obligations of the Company. Continental further agrees that the obligations undertaken by it hereunder shall not be terminated, impaired or otherwise affected by the recovery of any judgment against the Company or any action to enforce the same, or by the release or discharge of the Company or Properties in any proceeding of the nature referred to in this Paragraph 1, or the disaffirmance of the Lease in any such proceeding, or any other circumstance which might otherwise constitute

a legal or equitable discharge of a guarantor or a legal or equitable discharge of the Company under the Lease. It is understood and agreed that, in the case of the occurrence to the Company of an event specified in clause (ii) above affecting the Company's ability or the enforceability of its obligation to pay or perform the Agreements in accordance with their respective terms, the claim of Properties or the Trustee against Continental hereunder shall not be limited by reason of the fact that the claim of Properties or the Trustee against the Company is or may be limited by any provision of the Federal Bankruptcy Act or any similar or corresponding provision of any State or Federal law, and Continental agrees in any such case that if the Lease is terminated in any such case, and if in the opinion of the Trustee the provisions of this Agreement would by virtue of the aforesaid circumstances be rendered unenforceable, or the rights of the Trustee hereunder be substantially impaired, it will at the request of the Trustee enter into a lease, as lessee, with Properties, as lessor, of such properties as may then be owned by Properties and may be specified by the Trustee upon substantially the same terms and conditions (including without limitation the payment of basic rent) as the Lease.

2. If at any time

(i) (A) any lien, encumbrance or charge of any kind based on a claim of any kind against the Company or Properties, or any successors or assigns of either of them, or any predecessor in interest of either of them, including a claim for income, franchise or other taxes based on income, is at any time asserted or filed against the rents or other sums of money payable under the Lease or any property included in the Trust Estate (as defined in the Indenture), or (B) any order or determination (whether or not valid) of any court or of any governmental authority shall be entered or made at any time with respect to said rents or other sums of money or such property by virtue of a claim of any kind against Continental, the Company or Properties, or any successors or assigns of any of them, or any predecessor in interest of any of them, in any case so as to interfere with the due payment of such rents and other sums of money to the Trustee or the due application of said rents by the Trustee to pay the principal of and interest and premium, if any, on the Notes or so as to subject the holders of the Notes to any obligation to repay any amounts received from the Trustee, or

(ii) the Trustee shall refuse so to apply said rents because of a threatened or pending litigation as a result of which the Trustee in good faith considers it may have personal liability if it does so apply them,

then, and in such event, Continental agrees that it will promptly

(a) take or cause to be taken such action as may be necessary to prevent, or nullify the cause of, such interference, such obligation of such holders to repay any amount received from the Trustee or such possibility of personal liability of the Trustee for applying rents, and

(b) if the action specified in clause (a) of this paragraph has not prevented or nullified the cause of such contingency within 60 days (or, at Continental's election, at an earlier date), from time to time pay or cause to be paid to the Trustee amounts, which shall be considered additional rent, in addition to the rents and other sums of money payable under the Lease, equal to the amount of the rents or other sums of money the payment of which to the Trustee or the application of which by the Trustee shall have been interfered with plus, to the extent permitted by law, an amount sufficient to pay interest on overdue interest on the Notes as well as interest on overdue principal of the Notes to the extent therein required in the event that there has been any delay in the payments of principal and interest on the Notes, and

(c) indemnify the Trustee against any personal liability which may arise from applying such rents and the holders of the Notes against any obligation to repay any amounts received from the Trustee.

To the extent that amounts paid to the Trustee pursuant to this paragraph exceed the amounts required for application to the Notes, the Trustee shall pay such excess to Continental.

3. If Continental shall determine that the taking of such action as may be required of it pursuant to paragraph 2 above would expose Continental to excessive or unreasonable risks or liabilities, Continental may notify the Trustee that it elects to offer to purchase the Notes from the holders thereof as of a specified date not less than 30 and not more than 60 days from the date of giving such notice to the Trustee, and Continental agrees that it will (a) deposit with the Trustee in a special fund not less than 25 days prior to the date specified for such purchase an amount sufficient to purchase the Notes from the holders

thereof at a price equal to the entire unpaid principal amount thereof outstanding on such date of deposit, plus accrued and unpaid interest and interest on overdue principal and interest and the interest which will accrue on such amount to the date specified for such purchase, plus the premium, if any, payable on such date, (b) indemnify the holders of the Notes against any obligation to repay any amounts received from the Trustee, and (c) pay any stamp or other similar taxes which may be payable upon such purchase of the Notes and the expenses of the transfer of the Notes under the Indenture. Within 5 days after receipt by the Trustee of notice from Continental as specified in the preceding sentence, the Trustee shall give telegraphic notice, to be promptly confirmed by prepaid registered mail, to the holder of each Note at its address as shown on the Register maintained by the Trustee pursuant to Section 203 of the Indenture that Continental has elected to offer to purchase the Notes held by such holder pursuant to this paragraph 3. Such notice shall set forth the date upon which such Notes shall be purchased and the purchase price therefor and shall provide that those holders electing to sell the Notes held by them on the date specified by Continental shall deposit such Notes with the Trustee on or prior to such date. Upon the date specified by Continental for the purchase of the Notes, the Trustee shall pay to each holder which shall have deposited Notes held by it with the Trustee, out of the amounts deposited by Continental in such special fund, the purchase price for each such Note as provided in this paragraph 3. Any amounts remaining in such special fund after payment by the Trustee as provided above shall be paid to Continental on the tenth business day following the date so specified for the purchase of the Notes, but upon the making of such deposit, and notwithstanding the repayment to Continental of any amounts remaining in such special fund as aforesaid, Continental shall be relieved of any further obligation under paragraph 2 above with respect to the particular circumstance which gave rise to such obligation, provided, however, that this Guarantee Agreement and the obligations of Continental hereunder shall in all other respects remain in full force and effect.

4. Whenever the Company is required pursuant to Paragraph 3(e) of the Lease to cause Continental to deliver to the Trustee a promissory note or notes of Continental, Continental agrees to deliver to the

Trustee, within the time period specified in said Paragraph 3(e), its promissory note or notes, payable to the Trustee as trustee under the Indenture and complying with the provisions of Paragraph 3(e) of the Lease.

This Guarantee Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any payment, or any part thereof, which has been made pursuant to the Lease, the Assignment, the Indenture or this Guarantee Agreement is rescinded or must otherwise be restored or returned by Properties, the Trustee or the holder of any Note upon the insolvency, bankruptcy or reorganization of the Company or Properties, or otherwise, all as though such payment had not been made.

5. The obligation of Continental under this Guarantee Agreement shall not be released or discharged or otherwise impaired or affected by reason of the happening from time to time of any of the following with respect to the Lease, the Assignment, this Guarantee Agreement, the Indenture, the Notes, the Pledge Agreement (as defined in the Indenture) or any other agreement which shall have been executed and delivered as part of this transaction, although without notice to or the further consent of Continental:

(a) the waiver by Properties, the Trustee or the holders of the Notes, or the successors or assigns of any of them, of the performance or observance of any of the agreements, covenants, terms or conditions contained in any of such instruments, or any default thereunder;

(b) the extension of the time for payment by the Company of any rents or other sums or any part thereof owing or payable under any of such instruments, or of the time for performance by the Company of any other obligations under or arising out of or on account of any such instruments, or the extension or renewal of any of such instruments;

(c) any failure, omission or delay of Properties or the Trustee to enforce, assert, or exercise any right, power or remedy conferred on Properties or the Trustee in any of such instruments, or any action on the part of Properties or the Trustee granting indulgence or extension in any form;

(d) any transfer or assignment by the Company or Properties of its interest, or any part thereof, in and to any or all of the Leased Parcels or any subletting of the Leased Parcels;

(e) the exercise of, or the delay or failure to exercise, any rights granted to the Trustee (or either of them) pursuant to the Pledge Agreement (as defined in the Indenture); or

(f) the exchange, release and/or surrender in accordance with the terms of said Pledge Agreement or the Indenture or at the request of, with the acquiescence of, or to, the Company of all or any collateral security, by whomsoever deposited, which is now or may hereafter be held by the Trustee under the terms thereof.

6. Continental hereby consents to the assignment of this Guarantee Agreement and all rights of Properties hereunder to the Trustee under the Assignment and the Indenture as further security for the Notes, and agrees to make all payments at any time due and payable by it hereunder directly to the Trustee for deposit, except as provided in paragraph 3, in the Debt Service Fund established in accordance with the Lease and the Indenture, or in trust for such purpose, in the manner and with the effect provided in the Lease and the Indenture or in such other manner as may be contemplated by the Assignment.

7. Continental will deliver to the Trustee and the holders of the Notes at their respective addresses furnished, from time to time, by the Trustee to Continental: (a) within 120 days after the end of each fiscal year of Continental, copies of a balance sheet of Continental and its consolidated subsidiaries as at the end of such year and a statement of earnings of Continental and its consolidated subsidiaries for such year, setting forth, in each case, in comparative form, the corresponding figures for the preceding fiscal year, in the form sent to Continental's stockholders and certified by independent certified public accountants of recognized standing selected by Continental; (b) with reasonable promptness, copies of all financial statements, reports, notices and proxy statements sent by Continental to its stockholders generally; and (c) with reasonable promptness, such additional information regarding the business affairs and financial condition of Continental as the Trustee may reasonably request.

8. The Trustee enters into this Guarantee Agreement on the terms and conditions set forth in Article XII of the Indenture with the same

force and effect as if those terms and conditions were incorporated at length herein and made applicable to the Trustee in respect of this Agreement and in respect of any action taken or omitted to be taken by the Trustee hereunder.

9. Continental will not consolidate with or merge into, or sell or otherwise dispose of substantially all of its properties and assets to, any other corporation, unless the corporation formed by such consolidation or into which Continental shall merge or to which Continental shall have sold or disposed of substantially all of its properties and assets shall, as a part of and as a condition of such consolidation or merger, sale or disposition, assume the observance and performance of the covenants, agreements and conditions of this Guarantee Agreement and shall execute and deliver to the Company and the Trustee an agreement, satisfactory in substance and form to the Company and the Trustee, whereby such corporation shall expressly assume the observance and performance of such covenants, agreements and conditions.

10. Without in any way limiting Continental's obligations pursuant to paragraph 1 in respect of the obligations of the Company, it is expressly understood and agreed that nothing herein shall be construed to constitute a guarantee of the obligation of Properties to pay the Notes.

11. This Guarantee Agreement (a) constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties hereto with respect to the subject matter hereof; (b) may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument; (c) is subject to the provisions set forth in Paragraph 27(a) of the Lease as though fully set forth herein; (d) may be modified only in accordance with Article XIV of the Indenture by an instrument in writing signed by duly authorized representatives of Continental, Properties and the Trustee; (e) shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto and, insofar as Continental shall be obligated under the provisions of paragraph 3 to indemnify the holders of the Notes against any obligation to repay any amounts received by them from the Trustee, shall inure to the benefit of and may be enforced by such hold-

ers; (f) is being executed and delivered in the State of New York; and (g) shall be governed in all respects including validity, interpretation and effect by, and shall be enforceable in accordance with, the law of the State of New York.

CONTINENTAL OIL COMPANY

[CORPORATE SEAL]

By _____
Vice President

Attest:

_____
Assistant Secretary

Accepted and agreed to, as of the 30th day of November, 1970:

DELAWARE WESTERN PROPERTIES, INC.

By _____
President

[CORPORATE SEAL]

Attest:

_____
Secretary

BANKERS TRUST COMPANY,
as Trustee

By _____
Assistant Vice President

[CORPORATE SEAL]

Attest:

_____
Assistant Secretary

_____
R. I. LANDAU, *as Trustee*

APPENDIX C
to the
Lease

INITIAL PURCHASE PRICES OF LEASED PARCELS

GROUP I

Parcel No. as listed in Appendix A to the Lease	Description	Non-land Component of Initial Purchase Price	Land Component of Initial Purchase Price	Initial Purchase Price
1	Geophysics Building	$ 489,123	—	$ 489,123
2	Customer Serv. Lab	438,105	—	438,105
3	Plant Foods Pilot Plant	119,841	—	119,841
4	Exploration Research Lab	431,810	—	431,810
5	Park Bldg.—North Addition	1,315,656	—	1,315,656
6	Research & Development Library	168,541	—	168,541
7	Ponca City, Okla. SS #1	50,372	$ 24,000	74,372
8	Okla. City, Okla. SS #20	85,774	64,116	149,890
9	Warr Acres, Okla. SS #203	53,102	75,354	128,456
10	Tulsa, Okla. SS #5	124,746	25,769	150,515
11	Wilder, Ky. Terminal	1,498,607	80,373	1,578,980
12	San Antonio, Tex. SS #2	77,873	85,008	162,881
13	San Antonio, Tex. SS #5	48,731	29,001	77,732
14	San Antonio, Tex. SS #16	55,744	26,105	81,849
15	Texarkana, Tex. BP #6012	38,773	12,031	50,804
16	Brownsville, Tex. SS #92	73,429	61,435	134,864
17	Jacksonville, Tex. SS #2	14,891	20,209	35,100
18	Dallas, Tex. SS #308	82,685	75,006	157,691
19	Dallas, Tex. SS #19	22,876	16,552	39,428
20	Dallas, Tex. SS #301	65,828	60,743	126,571
21	Dallas, Tex. SS #342	78,875	114,303	193,178
22	Odessa, Tex. SS #5	63,022	32,500	95,522
23	El Paso, Tex. SS #1	41,686	23,181	64,867
24	El Paso, Tex. SS #2	51,388	66,866	118,254
25	El Paso, Tex. SS #3	90,127	53,007	143,134
26	Galveston, Tex. SS #1	62,248	33,958	96,206
27	Galveston, Tex. SS #2	58,701	67,068	125,769

GROUP I—(Continued)

Parcel No. as listed in Appendix A to the Lease	Description	Non-land Component of Initial Purchase Price	Land Component of Initial Purchase Price	Initial Purchase Price
28	Pampa, Tex. BP #343	$ 28,784	$ 1,835	$ 30,619
29	Longview, Tex. SS #1	50,121	36,500	86,621
30	Longview, Tex. SS #2	49,881	40,850	90,731
31	Houston, Tex. SS #2	7,030	20,775	27,805
32	Houston, Tex. SS #7	62,754	62,802	125,556
33	Houston, Tex. SS #9	114,388	145,419	259,807
34	Houston, Tex. SS #17	77,394	95,569	172,963
35	Houston, Tex. SS #56	67,540	12,379	79,919
36	Houston, Tex. SS #58	68,119	49,855	117,974
37	Houston, Tex. SS #59	81,063	95,596	176,659
38	Houston, Tex. SS #62	118,409	83,818	202,227
39	Pasadena, Tex. SS #81	65,400	96,525	161,925
40	San Marcos, Tex. SS #1	45,196	12,383	57,579
41	Beaumont, Tex. SS #1	171,056	43,976	215,032
42	Groves, Tex. SS #81	88,655	80,308	168,963
43	Kenedy, Tex. SS #81	34,844	7,500	42,344
44	Midland, Tex. SS #950	46,600	65,000	111,600
45	Colorado City, Tex. SS #2	17,879	22,500	40,379
46	Corpus Christi, Tex. SS #18	29,716	65,020	94,736
47	Corpus Christi, Tex. SS #20	22,431	62,020	84,451
48	Corpus Christi, Tex. SS #21	38,728	60,470	99,198
49	Amarillo, Tex. SS #15	67,293	71,151	138,444
50	Amarillo, Tex. SS #8	56,566	80,295	136,861
51	Parcel Omitted	—	—	—
52	Ft. Worth, Tex. SS #13	23,686	28,333	52,019
53	Ft. Worth, Tex. SS #34	24,818	45,371	70,189
54	Ft. Worth, Tex. SS #35	52,388	60,012	112,400
55	Ft. Worth, Tex. SS #41	41,715	15,054	56,769
56	Ft. Worth, Tex. SS #42	73,290	65,597	138,887
57	Ft. Worth, Tex. SS #272	33,979	14,500	48,479
58	North Richland Hills, Tex. SS #4	80,559	88,445	169,004
59	Austin, Tex. SS #2	6,783	15,691	22,474

GROUP I—(Continued)

Parcel No. as listed in Appendix A to the Lease	Description	Non-land Component of Initial Purchase Price	Land Component of Initial Purchase Price	Initial Purchase Price
60	Laredo, Tex. SS #3	$ 78,746	$ 81,490	$ 160,236
61	Wichita Falls, Tex. SS #3	61,210	65,677	126,887
62	Wichita Falls, Tex. SS #950	23,388	45,125	68,513
63	Taylor, Tex. SS #1	19,062	8,992	28,054
64	Vernon, Tex. SS #1	65,578	49,089	114,667
65	Brighton, Colo. SS #3	63,941	49,726	113,667
66	Littleton, Colo. SS #9	58,575	39,438	98,013
67	Pagosa Springs, Colo. SS #1	58,464	13,412	71,876
68	Boulder, Colo. BP #120	40,066	7,725	47,791
69	Delta, Colo. BP #172	32,767	3,215	35,982
70	Denver, Colo. SS #51	34,451	1,737	36,188
71	Denver, Colo. SS #60	37,765	4,078	41,843
72	Denver, Colo. SS #76	47,830	58,714	106,544
73	Denver, Colo. SS #97	57,195	45,277	102,472
74	Colorado Springs, Colo. BP #221	20,181	9,000	29,181
75	Colorado Springs, Colo. SS #12	27,137	27,400	54,537
76	Colorado Springs, Colo. SS #26	44,076	50,247	94,323
77	Colorado Springs, Colo. SS #27	68,566	127,873	196,439
78	Lakewood, Colo. SS #270	49,193	55,157	104,350
79	Lakewood, Colo. SS #271	91,018	55,221	146,239
80	Wheatridge, Colo. SS #324	57,755	43,588	101,343
81	Eads, Colo. SS #9	44,299	26,337	70,636
82	Burlington, Colo. SS #2	66,152	70,492	136,644
83	Fort Collins, Colo. BP #206	13,622	5,094	18,716
84	Fort Collins, Colo. SS #6	38,558	20,380	58,938
85	Loveland, Colo. SS #5	71,370	100,460	171,830
86	Trinidad, Colo. SS #2	44,873	56,347	101,220
87	Sterling, Colo. BP #382	21,492	2,091	23,583
88	Grand Junction, Colo. BP #228	19,924	2,400	22,324
89	Grand Junction, Colo. SS #3	25,126	45,252	70,378
90	Montrose, Colo. BP #310	47,765	8,287	56,052
91	Pueblo, Colo. BP #243	46,811	23,128	69,939

GROUP I—(Continued)

Parcel No. as listed in Appendix A to the Lease	Description	Non-land Component of Initial Purchase Price	Land Component of Initial Purchase Price	Initial Purchase Price
92	Julesburg, Colo. SS #1	$ 27,049	$ 5,743	$ 32,792
93	Boise, Idaho SS #2	62,909	101,257	164,166
94	Boise, Idaho, SS #3	81,662	94,243	175,905
95	Boise, Idaho SS #16	65,457	75,000	140,457
96	Pocatello, Idaho SS #7	78,220	74,821	153,041
97	Blackfoot, Idaho SS #2	51,901	29,708	81,609
98	Melba, Idaho BP #2227	19,619	519	20,138
99	Burley, Idaho SS #1	26,918	59,779	86,697
100	American Falls, Idaho BP #436	27,103	980	28,083
101	Imperial, Neb. SS #1	23,703	1,241	24,944
102	Sidney, Neb. SS #1	37,594	27,850	65,444
103	Parcel Omitted	—	—	—
104	Omaha, Neb. BP #217	38,139	9,117	47,256
105	Omaha, Neb. SS #9	65,297	60,999	126,296
106	Grand Island, Neb. SS #4	65,638	49,924	115,562
107	Aurora, Neb. SS #1	88,612	40,821	129,433
108	Lincoln, Neb. SS #4	66,712	58,764	125,476
109	Seward, Neb. SS #1	51,236	10,307	61,543
	Total—Group I	$9,804,344	$4,595,656	$14,400,000

APPENDIX C
to the
Lease

INITIAL PURCHASE PRICES OF LEASED PARCELS

GROUP II

Parcel No. as listed in Appendix A to the Lease	Description	Non-land Component of Initial Purchase Price*	Land Component of Initial Purchase Price*	Initial Purchase Price*
110	Burley, Idaho BP #456	$ 20,087	$ 120	$ 20,207
111	Coeur d'Alene, Idaho BP #464	17,113	3,016	20,129
112	Lewiston, Idaho BP #518	17,230	3,246	20,476
113	Salmon, Idaho BP #582	22,235	342	22,577
114	Grangeville, Idaho BP #1706	21,622	2,000	23,622
115	Okla. City, Okla. BP #37	31,365	1,012	32,377
116	Provo, Utah SS #6	78,187	85,654	163,841
117	Provo, Utah SS #8	84,081	127,626	211,707
118	Cottonwood, Utah SS #1	71,862	60,853	132,715
119	Salt Lake City, Utah SS #12	64,666	135,171	199,837
120	North Salt Lake City, Utah BP #1181	63,246	4,150	67,396
121	Ogden, Utah BP #8325	27,793	9,372	37,165
122	Ogden, Utah SS #4	77,946	89,199	167,145
123	Payson, Utah BP #1175	30,660	3,480	34,140
124	Vernal, Utah BP #1187	30,240	1,055	31,295
125	Moab, Utah BP #2137	16,289	5,773	22,062
126	Livingston, Mont. BP #759	19,873	2,368	22,241
127	Malta, Mont. BP #762	27,681	2,864	30,545
128	Ronan, Mont. BP #799	17,989	3,660	21,649
129	Conrad, Mont. BP #683	18,197	2,154	20,351
130	Conrad, Mont. SS #1	36,139	21,213	57,352
131	Butte, Mont. SS #10	80,892	133,120	214,012
132	Great Falls, Mont. SS #3	86,351	148,923	235,274
133	Great Falls, Mont SS #10	73,792	104,316	178,108
134	Lewistown, Mont. SS #1	61,585	54,942	116,527
135	Mission, Kans. SS #9	90,484	70,374	160,858
136	Olathe, Kans. SS #61	73,883	28,233	102,116
137	Topeka, Kans. SS #2	67,973	47,659	115,632
138	Topeka, Kans. SS #9	68,869	52,940	121,809
139	Topeka, Kans. SS #18	73,960	53,704	127,664

GROUP II—(Continued)

Parcel No. as listed in Appendix A to the Lease	Description	Non-land Component of Initial Purchase Price*	Land Component of Initial Purchase Price*	Initial Purchase Price*
140	Topeka, Kans. SS #19	$ 65,412	$ 54,841	$ 120,253
141	Liberal, Kans. SS #3	33,347	30,250	63,597
142	Wichita, Kans. SS #29	78,953	87,583	166,536
143	Kansas City, Kans. SS #43	78,858	46,227	125,085
144	Mt. Vernon, Ind. Terminal	1,377,000	58,000	1,435,000
145	Kenosha, Wisc. BP #7322	11,981	9,490	21,471
146	Kenosha, Wisc. SS #4	83,456	52,426	135,882
147	Milwaukee, Wisc. SS #1	51,946	56,900	108,846
148	Milwaukee, Wisc. SS #11	24,157	16,368	40,525
149	New London, Wisc. SS #1	14,890	8,554	23,444
150	Superior, Wisc. SS #91	34,994	20,503	55,497
151	Madison, Wisc. SS #4	16,451	20,481	36,932
152	Tomah, Wisc. SS #2	91,026	35,569	126,595
153	Rice Lake, Wisc. SS #91	32,996	10,000	42,996
154	Ashland, Wisc. SS #1	15,808	17,255	33,063
155	Italy, Texas SS #91	94,491	45,919	140,410
156	Des Moines, Iowa BP #1535	11,753	25,355	37,108
157	Des Moines, Iowa SS #23	78,759	77,172	155,931
	Total—Group II	$3,668,568	$1,931,432	$5,600,000

* (Footnote to be included only in the form of the Lease appended as Exhibit B to the Note Purchase Agreements.) The figures stated correspond with the projected book value of the Leased Parcels on the books of Continental as of November 30, 1970 in the case of Leased Parcels listed under Group I, as of May 11, 1971 in the case of Leased Parcels listed under Group II and as of July 1, 1971 in the case of Leased Parcels listed under Group III. The Initial Purchase Price of the Leased Parcels listed under Group I may be revised prior to execution of the Lease to correspond with such book values as of any subsequent date not later than the date of execution of the Lease, provided that the Initial Purchase Price of all Leased Parcels listed in Groups I, II and III shall not be less than $25,000,000. This appendix is thereafter subject to amendment only in accordance with Paragraph 33 of the Lease.

APPENDIX C
to the
Lease

INITIAL PURCHASE PRICES OF LEASED PARCELS

GROUP III

Parcel No. as listed in Appendix A to the Lease	Description	Non-land Component of Initial Purchase Price*	Land Component of Initial Purchase Price*	Initial Purchase Price*
158	Des Moines, Iowa SS #2	$ 17,990	$ 24,951	$ 42,941
159	Des Moines, Iowa SS #4	67,987	77,265	145,252
160	Des Moines, Iowa SS #22	69,633	15,812	85,445
161	Newton, Iowa SS #91	5,957	23,308	29,265
162	Newton, Iowa SS #93	185,997	52,135	238,132
163	Winterset, Iowa SS #1	30,866	2,597	33,463
164	Grinnell, Iowa SS #1	2,573	28,235	30,808
165	Ankeny, Iowa SS #91	67,591	55,604	123,195
166	Knoxville, Iowa SS #91	18,447	3,609	22,056
167	Waterloo, Iowa SS #4	67,914	72,998	140,912
168	Walcott, Iowa SS #1	77,871	29,885	107,756
169	Vinton, Iowa SS #1	29,249	4,514	33,763
170	Clearlake, Iowa SS #91	36,137	2,000	38,137
171	Stormlake, Iowa SS #1	38,381	25,680	64,061
172	Clinton, Iowa SS #4	41,197	3,600	44,797
173	Davenport, Iowa SS #8	9,873	28,176	38,049
174	Fort Dodge, Iowa SS #6	22,694	28,400	51,094
175	West Allis, Wisc. SS #3	62,219	12,426	74,645
176	Wisconsin Rapids, Wisc. SS #1	45,336	48,342	93,678
177	Waupaca, Wisc. SS #1	34,238	18,680	52,918
178	Duluth, Minn. SS #3	20,843	20,730	41,573
179	Duluth, Minn. SS #4	77,562	18,090	95,652
180	Duluth, Minn. SS #8	22,766	10,000	32,766
181	Duluth, Minn. SS #9	58,748	35,819	94,567
182	Duluth, Minn. SS #10	27,699	30,150	57,849
183	Duluth, Minn. SS #13	34,505	26,585	61,090
184	Duluth, Minn. SS #14	25,386	9,035	34,421
185	Duluth, Minn. BP #1513	48,129	37,500	85,629
186	Rochester, Minn. SS #2	7,932	25,301	33,233

GROUP III—(Continued)

Parcel No. as listed in Appendix A to the Lease	Description	Non-land Component of Initial Purchase Price*	Land Component of Initial Purchase Price*	Initial Purchase Price*
187	Windom, Minn. SS #1	$ 53,174	$ 10,300	$ 63,474
188	Cloquet, Minn. SS #2	52,195	36,237	88,432
189	Cloquet, Minn. SS #3	38,483	30,000	68,483
190	Roseville, Minn. SS #2	28,064	40,000	68,064
191	Minneapolis, Minn. SS #16	7,398	12,834	20,232
192	Minneapolis, Minn. SS #26	9,606	6,000	15,606
193	West St. Paul, Minn. SS #23	16,949	15,147	32,096
194	South St. Paul, Minn. SS #43	29,191	30,000	59,191
195	St. Paul, Minn. SS #2	67,222	70,344	137,566
196	St. Paul, Minn. SS #50	—	14,250	14,250
197	Winona, Minn. Whse #2280-0	29,344	7,500	36,844
198	Hopkins, Minn. SS #44	16,630	8,000	24,630
199	Anoka, Minn. SS #48	15,211	14,750	29,961
200	Shakopee, Minn. SS #59	10,584	14,750	25,334
201	Richfield, Minn. SS #97	33,342	3,354	36,696
202	Sauk Rapids, Minn. SS #1	51,715	1,200	52,915
203	Warroad, Minn. SS #1	46,569	3,000	49,569
204	Ortonville, Minn. SS #1	50,129	29,812	79,941
205	Tracey, Minn. SS #1	6,748	57,724	64,472
206	Bemidji, Minn. SS #1	109,273	4,696	113,969
207	Bemidji, Minn. SS #3	122,363	83,198	205,561
208	International Falls, Minn. SS #1	36,350	27,000	63,350
209	Virginia, Minn. SS #2	22,923	10,000	32,923
210	Brainerd, Minn. SS #1	27,366	39,412	66,778
211	Brainerd, Minn. SS #3	88,469	35,965	124,434
212	Aitkin, Minn. SS #91	18,996	5,000	23,996
213	Big Fork, Minn. SS #1	21,787	3,500	25,287
214	Blomkest, Minn. SS #71	50,317	5,000	55,317
215	Austin, Minn. SS #3	63,378	25,072	88,450
216	Austin, Minn. SS #5	136,854	103,588	240,442
217	Fairmont, Minn. SS #1	126,816	32,088	158,904

GROUP III—(Continued)

Parcel No. as listed in Appendix A to the Lease	Description	Non-land Component of Initial Purchase Price*	Land Component of Initial Purchase Price*	Initial Purchase Price*
218	Fergus Falls, Minn. SS #1	$ 70,311	$ 39,217	$ 109,528
219	Fridley, Minn. SS #1	133,498	48,710	182,208
220	Minnetonka, Minn. SS #1	37,423	10,274	47,697
221	Hutchinson, Minn. SS #1	17,459	65,034	82,493
222	Albert Lee, Minn. SS #1	142,649	45,258	187,907
223	Silver Bay, Minn. SS #1	142,451	53,402	195,853
	Total—Group III	$3,186,957	$1,813,043	$5,000,000

* (Footnote to be included only in the form of Lease appended as Exhibit B to the Note Purchase Agreements.) The figures stated correspond with the projected book value of the Leased Parcels on the books of Continental as of November 30, 1970 in the case of Leased Parcels listed under Group I, as of May 11, 1971 in the case of Leased Parcels listed under Group II and as of July 1, 1971 in the case of Leased Parcels listed under Group III. The Initial Purchase Price of the Leased Parcels listed under Group I may be revised prior to execution of the Lease to correspond with such book values as of any subsequent date not later than the date of execution of the Lease, provided that the Initial Purchase Price of all Leased Parcels listed in Groups I, II and III shall not be less than $25,000,000. This appendix is thereafter subject to amendment only in accordance with Paragraph 33 of the Lease.

APPENDIX D
to
the Lease

COMAP, INC.

Officer's Certificate pursuant to Paragraph 2( )
of the Lease

The undersigned, _____, the duly elected, qualified and acting _____ of COMAP, INC. (the "Company"), a Delaware corporation, hereby certifies that:

1. This certificate is delivered pursuant to Paragraph 2(b) of the Lease and Agreement (the "Lease") dated as of November 30, 1970 by and among Delaware Western Properties, Inc., the Company, Bankers Trust Company as Trustee and Escrow Agent and R. I. Landau as Trustee.

2. All terms defined in the Lease are used in this certificate with the same meaning.

3. He is familiar with the facts with respect to which he certifies herein and is duly authorized to certify with respect to the same.

4. The Leased Parcels conveyed by the deeds being delivered on this date are the same premises listed on Appendix A to the Lease as items ____ and on Appendix C to the Lease as items ____.

5. The aggregate Initial Purchase Price required to be paid to the Company under Paragraph 2(b) of the Lease for such Leased Parcels is $_____.

WITNESS the signature of the undersigned this ____ day of _____, 197__.

_____

APPENDIX E
to
the Lease

_____, 197__

BANKERS TRUST COMPANY, as Escrow Agent
under an Indenture, dated as of December 1,
1970, from Delaware Western Properties,
Inc. to Bankers Trust Company, as Trustee
and Escrow Agent, and R. I. Landau, as
Trustee,
1 Battery Park Plaza,
New York, New York 10015

Dear Sirs:

I am an attorney for CONTINENTAL OIL COMPANY ("Continental"), a Delaware corporation, of which COMAP, INC. (the "Company") is a wholly-owned subsidiary, and am generally familiar with the history and business of Continental and the Company.

This opinion is being delivered to you pursuant to Paragraph 2(b) of the Lease and Agreement (the "Lease") dated as of November 30, 1970 by and among Delaware Western Properties, Inc. ("Properties"), the Company, Bankers Trust Company, as Escrow Agent, and Bankers Trust Company and R. I. Landau, as Trustees. All terms defined in the Lease are used in this opinion with the same meaning.

Supplementing my general familiarity with the history and business of Continental and the Company, I have examined originals or copies identified to my satisfaction of all such certificates of public officials, certificates and other statements of officers of Continental and the Company, corporate documents and records of Continental and the Company, opinions of counsel for Continental who have searched title and other materials in the files of Continental relating to title, including policies of title insurance and title reports issued by reputable title insurance companies, and all such other documents, records and papers as I have deemed relevant and necessary as a basis for my opinion hereinafter set forth. I have relied, to the extent that I deemed such reliance proper, upon such opinions, certificates and other documents and records. Insofar as my opinion relates to Properties, I have relied upon originals or copies certified or otherwise identified to my satis-

faction of its corporate records, instruments to which Properties is a party and certificates and statements of officers of Properties as to its business and affairs. I have examined the original deeds from Continental to the Company (the "Continental Deeds") and from the Company to Properties (the "Company Deeds") of the Leased Parcels to which this opinion relates and the Lease.

Based upon the foregoing, it is my opinion with respect to the Continental Deeds, the Company Deeds and the Leased Parcels Nos. _____, listed in Appendix A to the Lease (the "Enumerated Leased Parcels") that:

1. The Continental Deeds are full covenant and warranty deeds containing no exceptions not permitted by, and the Company Deeds comply in all respects with, Paragraph 3(b) of the Lease.

2. The Continental Deeds were validly authorized, executed and acknowledged by Continental and delivered to the Company and effectively conveyed to the Company good and marketable title in and to each of the Enumerated Leased Parcels, subject only to such liens, charges, encumbrances, minor defects and violations as would be permitted by Paragraphs 3(d) and 4 of the Lease.

3. The Company Deeds have been validly authorized, executed and acknowledged by the Company and delivered to Properties and effectively convey to Properties good and marketable title in and to each of the Enumerated Leased Parcels subject only to such liens, charges, encumbrances, minor defects and violations as are permitted by Paragraphs 3(d) and 4 of the Lease and to the sole special limitation on Properties' estate therein that it shall continue only for so long as the Lease shall not have been terminated pursuant to Paragraph 18(a) thereof.

4. The delivery of the Company Deeds complies in all respects with the requirements of Paragraph 3(b) of the Lease.

5. Properties has not created or suffered any lien, charge, encumbrance or violation upon the Enumerated Leased Properties except such thereof as are permitted by Paragraphs 3(d) and 4 of the Lease.

6. The Enumerated Leased Parcels have been duly and validly subjected to the Lease and constitute a part of the Leased Premises thereunder.

Very truly yours,

APPENDIX F
to
the Lease

CONTINENTAL OIL COMPANY

Promissory Note

New York, New York

$_____ _____, 19__

CONTINENTAL OIL COMPANY, a Delaware corporation ("Continental") for value received, hereby promises to pay to the order of Bankers Trust Company, as Trustee (the "Trustee") under an Indenture dated as of November 30, 1970 (the "Indenture", the terms defined therein being used herein with the same meaning), from Delaware Western Properties, Inc., a Delaware corporation, to Bankers Trust Company, as Trustee and Escrow Agent, and R. I. Landau, as trustee on or before November 30, 2000, the principal sum of _____ dollars ($_____) and to pay interest on the unpaid principal amount of this Promissory Note in the following manner: interest, computed on the basis of a 360-day year of twelve 30-day months, shall be paid semi-annually on the last day of November and May of each year on the unpaid principal amount hereon from the date hereof until paid (and, to the extent that payment of such interest is enforceable under applicable laws, on any overdue installment of interest) at the rate of ____% per annum; and prepayment of principal shall be made on each November 30 after the date hereof in the amount of $_____ to and including November 30, 1995, and in the amount of $_____ thereafter to and including November 30, 2000, or until the principal amount hereof shall have been paid.

In case any amount shall be required to be paid or prepaid hereunder on a Sunday or a legal holiday or a day on which banking institutions in the city in which the corporate trust office of the Trustee is located are authorized by law to close, such payment or prepayment in the full amount thereof as if paid on such required payment date shall be made instead on the next preceding business day not a Sunday or a legal holiday or a day upon which such banking institutions are authorized by law to close.

The principal hereof is subject to prepayment, in whole or in part, at the option of Continental and upon 45 days' notice to the Trustee, on any date on which interest hereon is required to be paid, at such prices, including such premiums, and otherwise upon such terms as 1970* Notes may be prepaid in accordance with Article VII of the Indenture pursuant to Section 704 thereof on the December 1 or June 1 next following such date.

The entire outstanding principal amount hereof and the interest accrued hereon shall become immediately due and payable whenever (1) the Trustee shall have declared the principal and accrued interest on the outstanding Notes due and payable pursuant to Section 1102 of the Indenture unless the Trustee shall have rescinded such declaration pursuant to Section 1111 of the Indenture or (2) default shall be made in any payment of interest or mandatory prepayment of principal hereon, such default shall have continued for a period of 5 business days, and the Trustee shall thereafter have declared the principal and accrued interest on all Promissory Notes due and payable; provided, however, that the Trustee may rescind any such declaration made pursuant to this clause (2) if there shall have been paid to the Trustee prior to such rescission an amount sufficient to pay all matured installments of interest and principal on the Promissory Notes which shall have become due otherwise than by such declaration together with interest at the rate provided herein on overdue principal and (to the extent permitted by law) on overdue interest and, subject to the provisions of Section 1201(c) of the Indenture, all amounts due the Trustee pursuant to the Indenture.

IN WITNESS WHEREOF, Continental Oil Company has caused this promissory note to be duly executed and its corporate seal to be affixed hereto.

CONTINENTAL OIL COMPANY

[CORPORATE SEAL]

By _____
Vice President

Attest:

_____
Secretary

* In the case of Promissory Notes governed by the proviso to Paragraph 3(e) of the Lease this reference shall be amended accordingly.

APPENDIX G
to
the Lease

DEPRECIATION SCHEDULE OF LEASED PARCELS

Depreciation of Non-land Component of Initial Purchase Price	
(1) Administrative and Research Facilities (Leased Parcels Nos. 1-6):	To be depreciated by Delaware Western Properties Inc. commencing November 30, 1970 at an annual rate of 2.6% through November 30, 1995; thereafter at 7% annually.
(2) Marketing and Terminal Facilities	To be depreciated by Delaware Western Properties Inc. commencing November 30, 1970 at an annual rate of 3.25% through November 30, 1995; thereafter at 3.75% annually.

Depreciation of Land Component of Initial Purchase Price	
(1) Administrative and Research Facilities (Leased Parcels Nos. 1-6):	Not to be depreciated.
(2) Marketing and Terminal Facilities	To be "depreciated" by Delaware Western Properties Inc. commencing December 1, 1995 at an annual rate of 20% of the value shown as of November 30, 1970.

For purposes of this Lease, each Leased Parcel will be depreciated from November 30, 1970 as if such Leased Parcel had a book value on such date equal to the Initial Purchase Price thereof, notwithstanding that such Leased Parcel is conveyed to Properties after November 30, 1970.

EXHIBIT "A"

IOWA

Madison County

Winterset Service Station No. 1

Lot Four (4), in Block Thirty (30), in the Original Town of Winterset, Madison County, Iowa.