

done or occasioned by the failure of the party of the first part to maintain said premises in good order and repair, nor shall the said party of the second part be liable for any personal injury claims or damages arising therefrom, it being expressly understood and agreed that the party of the first part shall hold the party of the second part harmless from any all such claims and damages which may arise.

Fourth, The said party of the second part covenants that it will not assign this lease or let or underlet the whole or any of said premises or make any alterations therein, without the written consent of the said party of the first part and of The Bank under penalty of forfeiture and damages; and it will not occupy or use said premises or permit the same to be occupied or used for any business or purpose other than that for which said premises are now being used, but nothing herein contained shall prevent a successor trustee, appointed as hereinafter provided, from succeeding to the rights of the party of the second part as lessee hereunder,

Fifth, The said party of the second part upon the termination thereof, will quit and surrender the premises hereby leased in as good state and condition as reasonable use, wear and tear thereof permit, damages by the elements excepted; this provision is subject, however to the right of the party of the second part in the event of a Trustee's sale, to allow purchasers of the Oil to continue to store Oil for a ninety day period and to use the facilities for removing it from time to time during said period.

It is further understood and agreed that the covenants and agreements herein contained are binding upon the parties hereto and their legal representatives.

The said Oil Corporation, in consideration of the premises, of the acceptance of the said drafts of the Oil Corporation by Acceptors, and for the purpose of securing the payment of said drafts and/or renewals thereof in part or in full when due without priority or preference of one draft over another draft and for securing the performance by the Oil Corporation of its obligation or obligations under any acceptance agreement or agreements pertaining to said drafts or bills of exchange and /or renewals thereof, and/or its obligations to place the Acceptors of said drafts or bills of exchange and /or renewals thereof in funds at the maturity thereof, has pledged, granted, bargained, sold, transferred, assigned, set over conveyed, mortgaged and delivered, and does hereby pledge, grant, bargain, sell, transfer, assign, set over, convey, mortgage and deliver unto the said Exchange Trust Company of Tulsa, Oklahoma, as Trustee for The Chase National Bank of the City of New York, and/or for the equal and ratable benefit of the Acceptors of the holders of said acceptances and their assigns, all of the Oil (as hereinbefore defined) now contained in and which shall during the term of this agreement be run into held in those certain oil storage tanks, pipe lines and storage warehouses situated on the premises described in this lease and agreement.

To have and to hold the same unto the said Exchange Trust Company of Tulsa, Oklahoma, as Trustee as aforesaid and to its successor or successors in the trust, and to its grantees or assigns forever, in trust for the uses and purposes and with the rights and powers herein contained and enumerated, and such other rights and powers as are necessary for the carrying out of the terms, stipulations, conditions and provisions of this agreement. and full possession of said Oil and the other property and interest in property is now delivered unto the actual possession of the Trustee; said Oil to be held in storage and not otherwise in said tanks, warehouses, pipe lines and facilities named in the lease provisions hereof.

The Oil Corporation hereby represents that it is the absolute owner of the Oil hereinbefore described, free and clear of all liens and encumbrances whatsoever, except a lien to secure the said \$950,000 of drafts maturing January 9th, 1923, and any renewals thereof; and it further covenants that all Oil which now is in said tanks, storage warehouses and said pipe