

cont'd

Tank Number	Capacity.
234	1,600
167	2,000
209	1,600
237	1,600
241	1,600
242	1,600
204	30
273	30
144	1,000
150	1,000
153	1,000
215	600
236	600

The enumeration, designation and description of the tanks hereinabove mentioned is not intended to be and shall not be construed to be a limitation upon the generality of the foregoing description, it being the intention of this lease and agreement to lease all of the tanks and appurtenances thereunto situated upon all of the above described premises.

(b) All and singular the storage warehouses located upon the real estate above described, together with all fittings, fixtures, appliances, apparatus, engines, pumps, boilers, stills, and loading racks so far as the same may be required for the storing, finishing, moving or delivering of the Oil into, out of or from said storage warehouses, or in delivering said Oil to any purchaser thereof and any and all equipment and appurtenances to said warehouses belonging, the possession of which is contemporaneously herewith delivered by Pierce Oil Corporation and by Pierce Pipe Line Company to Exchange Trust Company, as Trustee.

And the said party of the first part and the said party of the third part do hereby confirm, grant, transfer assign, and deliver unto the said party of the second part its successor or successors, in the trust and its agents and employees duly authorized full right and power at all times to enter the premises upon which said tanks, storage warehouses, and appurtenances and pipe lines and each and every part thereof are located, for the purpose of holding possession of inspecting, handling, removing, delivering or otherwise caring for, finishing or dealing with the Oils contained in said tanks, storage warehouses, or the tanks or appurtenances or pipe lines, or for the purpose of using, and operating said tanks, storage warehouses, and pipe lines and their power and appurtenances.

The aforesaid parties hereto, in consideration of the premises, do hereby covenant and agree as follows:

First. The term of this lease shall be for ninety days from the date hereof and shall continue thereafter so long as any part of the indebtedness arising under said acceptance agreement of even date, or any renewals of said indebtedness remains unpaid; and, in case the Trustee shall sell any of the Oil pledged to secure said indebtedness, then the Trustee may continue to hold the said tanks and storage warehouses and the leased premises, and the appurtenances of each thereof, for a period of three months from the date of the final completion of such sale, unless the purchaser or purchasers shall remove all of said Oil prior to that date; and the Trustee shall have, for said period, the use of all of the property, rights, and privileges covered by this lease in order to enable it or the purchaser or purchasers, to remove the Oil purchased it being the intention of the parties that all of the facilities for storing and removing Oil shall continue for three months after sale in order that the Trustee may, upon any sale, assure the purchaser of a suitable opportunity and facilities for removing the Oil purchased. It is further agreed that the party of the second part may, with the approval of The Bank, terminate this lease at its election by giving fifteen days' notice in writing to the party of the first part.