

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:

COMPARED

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 Tank, terminate this lease at its election by giving fifteen days' notice in writing to the party of the first part.

SECOND. The said party of the first part hereby agrees to pay or cause to be paid all taxes, rents and charges which may be assessed or imposed according to law upon said premises, tanks, storage warehouses, pumps, equipment, etc., and agrees during the term of this lease at its own expense to maintain the said premises, tanks, storage warehouses, pumps, equipment, etc., in good order and proper operating condition; and in the event of damage by fire or the elements, as speedily as possible to repair the same.

THIRD. The said party of the second part shall not be liable for any damage 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 and 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 part 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 hereof, will quit and