

SEVENTH: The lessee, so long as it shall not be in default under this Lease, shall be entitled to the possession of the Trust Equipment and to use the same upon the railroad lines of public carriers in the various states of the United States in the usual interchange of traffic, from and after the delivery of the Trust Equipment by the Trustee to the Lessee but only upon and subject to all the terms and conditions of this Lease, and may permit the Trust Equipment or any part thereof to be so used by any railroad company or shipper of oil or oil products, and may receive compensation for such use from the company so using any part of the Trust Equipment: provided, however, that the right to such use shall be subject to all the terms and conditions of this Lease. The Lessee will not either assign or transfer this Lease, or, subject to the foregoing provisions of this Article, transfer or sublet the Trust Equipment or any part thereof, without the written consent of the Trustee first had and obtained: and the Lessee shall not, without such written consent, except as hereinbefore provided, part with the possession of, or suffer or allow to pass out of its possession or control any of the Trust Equipment. A Transfer through insolvency or under judicial process shall be deemed a breach of this covenant. The Trustee shall have the right to declare this Lease terminated in case any of the events of default shall happen. The election of the Trustee to terminate this Lease under this clause shall have the same effect as the retaking of the trust Equipment by the Trustee as hereinabove provided.

EIGHTH: This Lease may be simultaneously executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Trustee, acting in accordance with the terms and conditions of said Agreement, and the Lessee, pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed and duly attested, as of the day and year first above written.

IRVING BANK-COLUMBIA TRUST COMPANY
TRUSTEE,

A by (Corporate Seal)
Attest: Illegible
Asst. Secretary.

G. E. Warren
Vice-President

Signed, sealed and delivered by)
Irving Bank-Columbia Trust)
Company in the presence of:)
H. B. Cafourcacy

CHESTNUT & SMITH CORPORATION,
by E. I. Hanlon
(Corporate Seal) Vice-President.

Attest:
J H Boyle
Secretary

Signed, sealed and delivered by)
Chestnut & Smith corporation)
in the presence of:)
J. L. Goddard
State of New York)
County of New York) SS: