

and conditions of the said lease on their part to be performed, the right or license of the parties of the second part to the further use of the said equipment shall at once terminate, and thereupon party of the first part shall have the right at its option to further enter upon the said leased premises and to recover and remove the said equipment and every part thereof, or, at its option, party of the first part shall have the right to enter upon the said leased premises, or any part thereof in the name of the whole, and to use, occupy and enjoy the same for and during the full unexpired term of said lease or of any extension or renewal thereof, subject only to the terms and conditions of the said lease, and the payment by party of the first part to the said lessors in said lease of all rental installments, thereafter to become due under said lease when due according to the terms thereof, and in such event, if and whenever party of the first part shall be entitled to and shall elect to exercise the said right and option last mentioned, parties of the second part agree to assign and transfer the said lease by good and sufficient assignment duly executed, acknowledged and delivered by them to the said party of the first part, and to forthwith surrender and yield up the full and exclusive peaceable possession of the said leased premises unto the said party of the first part, together with the said equipment installed thereon as aforesaid.

(6) Anything herein contained to the contrary notwithstanding, this agreement shall terminate upon the expiration of said lease or of any renewal or extension thereof; and in the event that my mutual consent said equipment remains in the possession of the parties of the second part at the expiration of said period, it is agreed that the same shall be used by the parties of the second part subject to all the terms and conditions of this agreement. Upon the termination of this agreement, or of the said lease, or any renewal or extension thereof, by whatever means affected, the party of the first part shall have the right to enter upon the said leased premises and to recover and remove the said equipment and each and every part thereof.

(7) The parties of the second part agree to indemnify and save harmless the party of the first part, and the lessors in said lease, of and from any and all liability for loss, damage, injury, or other casualty to persons or property caused or occasioned by any leakage, fire or explosion of gasoline or any other petroleum product handled, stored or contained in the same equipment or any part thereof, or caused or occasioned by any leakage, fire or explosion of any petroleum product stored, used or handled in, about or upon said leased premises.

(8) This contract is executed in duplicate, and it is agreed that the duplicate thereof held by the party of the first part is to be considered the original, and to be the binding agreement between the parties hereto in case the duplicate thereof delivered to the parties of the second part varies from such original in any particular.

In witness whereof, the parties hereto have caused this agreement to be executed this day and year first above written.

(Corp. Seal) Skelly Oil Company,

By (Signed) C.C. Herndon,  
Its Vice-President.

Party of the first part.

Attest: (Signed) J. Roy Harrison, Secretary.

(SEAL)

(Signed) C.F. Peffley.

(Signed) C.J. Wupper, Parties of the second part,

Filed for record in Tulsa Co. Okla. on Dec. 12, 1924 at 11:50 A.M. recorded in book 497, page 621, Brady Brown, Deputy,

(SEAL) O.G. Weaver, County Clerk.