

## AGREEMENT - Page # 2

The Lessee agrees to use only competent drivers and to keep the leased equipment in good running condition and to properly maintain the same, including the painting thereof and specifically the painting of the tank, in a proper manner, the latter not less frequently than once every fifteen (15) months; and at the expiration of this Lease or any renewals thereof to return the equipment in substantially the same condition as when received, natural wear and tear excepted.

The Lessor shall have the privilege at all reasonable times of inspecting and examining the equipment to see that it is being properly maintained and kept. A failure on the part of the Lessee to keep the equipment in good running condition, properly maintained, painted, etc. may, at the option of the Lessor, constitute a breach of this Contract, if the Lessee does not immediately remedy the defective condition, maintenance or painting, etc.

The Lessee further agrees to procure all necessary licenses and to procure and carry, at its own expense, fire insurance in an amount not less than the actual cash value (\$10,000) and collision insurance in an amount not less than the actual cash value (\$10,000) less \$250.00 deductible clause, all with loss clauses payable to the Lessor, and to carry liability insurance in an amount not less than Fifty Thousand (\$50,000) Dollars for any one person and One Hundred Thousand (\$100,000) Dollars for any one accident. All of said policies to be immediately procured and approved in all respects by the Lessor.

It is understood by and between the parties hereto that the Lessee will at all times have absolute control, supervision and management of the leased equipment restricted only by its use as a private carrier for the Lessee and inspection, by the Lessor, hereinabove referred to. But this Lease is not assignable on the part of the Lessee without the written consent of the Lessor.