

all and singular the real and personal property, assets and business of said corporation, with the exception of the cash paid to the Common and Preferred stockholders as described above, and said Indianola Oil Company has further agreed to carry out all the terms and conditions of all the contracts of Oklahoma Central Oil Company and to save and preserve all other stockholders free and harmless therefrom, and to assume and discharge all current accounts and running liabilities of Oklahoma Central Oil ~~Company~~ ^{and Oklahoma Central Oil Company} has no indebtedness except said current accounts and running liabilities.

WHEREAS, Indianola Oil Company, a corporation, duly organized and existing under the laws of the State of Delaware, has sold to the Oklahoma Producing and Refining Corporation of America, a corporation duly organized and existing under the laws of the State of Maryland, all and singular the real and personal property, assets and business of Oklahoma Central Oil Company will receive or is entitled to receive by virtue of its stock ownership in Oklahoma Central Oil Company through distribution in kind of the assets of said Oklahoma Central Oil Company on dissolution, and said Indianola Oil Company, has covenanted and agreed with the Oklahoma Producing and Refining Corporation of America that it will procure the conveyance, transfer and assignment to said Oklahoma Producing and Refining Corporation of America of all and singular the real personal and chattel property, assets and business of Oklahoma Central Oil ^{oil} ~~Company~~ ^{company} as a going concern, as of midnight on June 30th, 1922, and said Indianola Oil Company has authorized and directed the undersigned as the last Board of Directors of Oklahoma Central ^{oil} ~~Company~~ and Trustees for the Stockholders thereof, to convey, sell, assign and transfer all of the right, title, estate and interest of Indianola Oil Company in and to the real, personal and chattel property, assets and business of Oklahoma Central Oil Company directly to the Oklahoma Producing and Refining Corporation of America and said Indianola Oil Company agrees upon delivery of said conveyance, assignment and transfer to Oklahoma Producing and Refining Corporation of America to assign in block and deliver to said last named Board of Directors and Trustees, certificates representing the One Million, Seven Hundred and Fifty-eight Thousand, Eight Hundred and Seventy (1,758,870.) shares, of Oklahoma Central Oil Company owned by said Indianola Oil Company, and said Oklahoma Producing and Refining Corporation of America agrees to accept said property assets and business of Oklahoma Central Oil Company as a going concern as of midnight on June 30th, 1922 and to assume and discharge all accounts, payable, bills payable, liabilities and terms and conditions of all contracts on the part of Oklahoma Central Oil Company to be paid or discharged on said date, and to save and preserve said Oklahoma Central Oil Company and its stockholders and directors free and harmless therefrom.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS; that the undersigned, ^{W. E. Mason} R. W. C. E. Mason, J. D. McNutt, Alvin Richards T. O. Lulystrand, L. P. Harrington, C. A. Ward, H. N. Cole and N. E. Weber, constituting all of the Board of Directors of Oklahoma Central oil Company, aforesaid, and as such Directors and Trustee, in pursuance of the foregoing proceedings of the Directors and Stockholders of Oklahoma Central Oil Company and under and in accordance with the states and law of the State of Delaware and under and by virtue of the authority and direction of the Indianola Oil Company do hereby grant, bargain, sell and convey unto Oklahoma Producing and Refining Corporation of America, its successors and assigns, all of the following described lands, together with all and singular the buildings, improvements rights, privileges and appurtenances to