

**COMPARED**

signature; that as such Notary Public, he was duly authorized by the laws of the State of New York to protest notes; to take and certify depositions; to administer oaths and affirmations to take affidavits and certify the acknowledgment and proof of deeds and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this state; and further, that I am well acquainted with the handwriting of such Notary Public, and verily believe that his signature to such proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at the City of New York, in the County of New York, this 10th, day of April 1923.

(seal) James D. Donegan.

Clerk.

**EXHIBIT "A" REFERRED TO IN THE FOREGOING AGREEMENT.**

THIS INDENTURE OF LEASE AND AGREEMENT, made and entered into this 8th, day of January, 1923 by and between PIERCE OIL CORPORATION, a corporation of the State of Virginia, and doing business in the States of Texas and Oklahoma, (hereinafter referred to as the "Oil Corporation") party of the first part, and EXCHANGE TRUST COMPANY, of TULSA OKLAHOMA, a corporation of the State of Oklahoma as Trustee for The Chase National Bank of the City of New York (said Bank being hereinafter referred to as "The Bank"), and /or for the several respective Acceptors and holders or owners for the time being of the drafts or bills of exchange herein described evidencing the loans hereinafter mentioned to the extent hereinafter referred to as the "Trustee") party of the second part, and PIERCE PIPE LINE COMPANY, a corporation of the State of Texas, party of the third part, WITNESSETH, that

WHEREAS, the Oil Corporation for the purposes of paying and refunding and meeting in part its obligations with respect to \$950,000 principal amount of its drafts maturing on the 8th, day of January, 1923, (and secured by the Oil hereinafter mentioned), has determined to borrow moneys and to provide funds therefor by the creation and sale of its ninety (90) day drafts or bills of exchange of approximately even date herewith, in not to exceed the principal amount of \$800,000 drawn on and accepted by certain banks, bankers and /or trust companies (hereinafter sometimes called the "Acceptors") and

WHEREAS, the Oil Corporation entered into an acceptance agreement with The Bank of even date herewith for the benefit of the Acceptors and has agreed therein to put the Acceptors in funds to meet said drafts or bills of exchange when due; and

WHEREAS, in order to secure said drafts or bills of exchange and the repayment by the Oil Corporation of the funds thereby provided, and in order to secure the performance by the Oil Corporation of its obligations to said Acceptors the Oil Corporation has pledged certain quantities of crude oil, fuel oil, kerosene, gas oil, gasoline, lubricating oil, oil products and by-products (collectively hereinafter referred to as "Oil") owned by it and held in storage; and

WHEREAS, the Oil Corporation has caused and will cause said drafts or bills of exchange to have printed, typewritten or stamped thereon (as a representation of the Oil Corporation) the legend "This bill was secured at time of acceptance by independent warehouse, terminal or other similar receipt conveying or securing title to crude oil or staple products thereof, stored in the United States and the Acceptor will remain secured throughout the life of the bill" and

WHEREAS, in order to secure said drafts or bills of exchange and its obligations to the Acceptors thereof the Oil Corporation has duly determined to lease the tanks, warehouses and properties hereinafter mentioned and described, and to pledge Oil (as