

THIS SUPPLEMENTAL INDENTURE, made as of the 13th day of March 1923, by and between SAPULPA REFINING COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Oklahoma and having its principal office in the said State in the City of Sapulpa (hereinafter called the "Company"), party of the first part, and CONTINENTAL AND COMMERCIAL TRUST AND SAVINGS BANK, a corporation organized and existing under and by virtue of the laws of the State of Illinois and having its principal office in said state, in the City of Chicago, as Trustee (hereinafter called the "Trustee"), party of the second part, and WILLIAM P. KOPF, of the City of Chicago in said State of Illinois (hereinafter called the "Co-Trustee"), party of the third part (said Trustee and Co-Trustee being sometimes hereinafter called the "Trustees ").

COMPARED

WITNESSETH THAT:

WHEREAS, the Company did heretofore execute, acknowledge and deliver to the Trustees a certain Indenture of Mortgage dated as of November 1, 1921, securing the Company's First Mortgage Ten Year Eight Per Cent sinking Fund Convertible Gold Bonds issued and to be issued under and pursuant to the terms of said Indenture of Mortgage, which said Indenture of Mortgage was thereafter duly filed for record in the office of the Registrar of Deeds of the Counties of Creek, Muskogee, Okmulgee, Tulsa and Wagoner, respectively, in the State of Oklahoma, reference being had to said Indenture of Mortgage and to the record thereof, and the same being made a part of this Supplemental Indenture as though herein particularly set forth; and

WHEREAS, it is among other things provided in and by said Indenture of Mortgage that bonds may be issued thereunder in one or more series, in denominations of One Thousand Dollars (\$1,000), Five Hundred Dollars (\$500) and One Hundred Dollars (\$100), as may be requested by the Company in any order for the authentication thereof, to mature November 1, 1931, and that bonds of each respective series shall be of (a) such series, (b) and (c) tenor as shall from time to time be fixed by resolution of the Board of Directors of the Company; and

WHEREAS, the Company did in and by said Indenture of Mortgage covenant that it would make, execute, deliver and cause to be recorded in each county wherein any part of the mortgaged property should be located such supplemental indenture or indentures to said Indenture of Mortgage as should be deemed necessary or advisable by counsel or by Trustee for the purpose of evidencing undertakings of the Company in respect of any proposed series or of any series of which bonds might have been issued; and

WHEREAS, pursuant to the provisions of said Indenture of Mortgage the Company has elected to and has created a new series of bonds, to be known as Series B bonds and to be in the form and contain the provisions hereinafter more particularly set forth and has further elected to create for the benefit of said bonds of said Series B a sinking fund as hereinafter provided; and

WHEREAS, it is deemed necessary and advisable by counsel that the parties hereto enter into a supplemental indenture in the terms of this instrument for the purpose of fixing and determining the terms and provisions of said bonds of said Series B and of creating for the benefit of said bonds a sinking fund as hereinafter set forth:

NOW, THEREFORE, in consideration of the premises and for the purpose hereinbefore expressed and in consideration of the sum of One dollar (\$1) by each of the parties thereto to the other in hand paid, the receipt of which is hereby acknowledged, the Company does covenant and agree to and with the Trustee as follows:

SECTION 1. That the Company may from time to time execute and deliver to the Trustee, and the Trustee shall authenticate and deliver upon the order of the Company,