

Principal amount of the bonds so tendered for exchange and the aggregate value of said stock so requested in exchange, the Company making payment for account of such holder in cash not to exceed Four dollars (\$4), and the holder making payment for account of the Company in cash not to exceed Two Dollars (\$2), it being expressly agreed that fractional shares of said stock shall not be issued upon any such exchange. COMPARED

SECTION 11. Upon the tender of any bonds in exchange for capital stock as in Section 10 provided, all right of the Company to redeem said bonds so tendered under the provisions of Section 10 of this Indenture shall forthwith cease and determine. The holder of any bonds which shall have been designated for redemption under the provisions of said Section 6 shall be entitled to tender such bonds, at any time not less than ten (10) days prior to the day fixed for redemption thereof, for exchange and receive stock in exchange therefor as is in Section 10 provided. In the event any bonds or bonds designated for redemption shall be exchanged as in said Section 10 provided, any money held by the Trustee, under the provisions of Section 6 of this Indenture for the redemption of said bond or bonds so exchanged shall be paid out on the written order of the company signed by its President or Vice President and Treasurer or Assistant Treasurer, it being understood and agreed that for the purposes in Section 5 set forth any such bond or bonds so exchanged as aforesaid shall be regarded as retired under the provisions of said Section.

SECTION 12. Nothing herein contained shall, except as herein otherwise expressly provided, be taken or construed as modifying, altering, amending or changing any of the terms, covenants, provisions, conditions, descriptions and limitations in the said Indenture of Mortgage hereinbefore referred to contained, but the said Indenture of Mortgage and all the terms, covenants, provisions, conditions, limitations and descriptions thereof, and each and every of them as herein supplemented, are hereby expressly ratified, approved, confirmed and established. The Trustee, in the execution of the trusts hereof, shall be entitled to the same powers, privileges, immunities and compensation as in and by said Indenture of Mortgage more particularly specified.

IN WITNESS WHEREOF, the said Sapulpa Refining Company has caused this Indenture to be signed in its corporate name and behalf by its President or by one of its vice Presidents and its corporate seal to be hereunto affixed, and to be attested by its Secretary or by one of its Assistant Secretaries, and the said Continental and Commercial Trust and Savings Bank to evidence its acceptance of the trust hereby created has caused this Indenture to be signed in its name and behalf by one of its Vice Presidents and its corporate seal to be hereunto affixed and to be attested by its Secretary, and the said William P. Kopf to evidence his acceptance of the trust hereby created has hereunto set his hand and seal, all as of the day and year first above written.

Attest:

SAPULPA REFINING COMPANY,

R. H. Merriam

(CORPORATE SEAL)

F. H. Wickett

Asst Secretary.

President

Witnesses to signature of Sapulpa
Refining Company;

F. J. Wegg

J. H. Bartlit

CONTINENTAL AND COMMERCIAL TRUST AND
SAVINGS BANK, as Trustee,

(CORPORATE SEAL)

By David R. Lewis

Attested

W. P. Kopf

President

Secretary