

and purposes therein set forth.

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires Dec. 2, 1924

(SEAL)

C. J. Thornton, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Oct 8, 1923 at 4:20 o'clock P. M. in Book 475, page 387

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

241776 C.J.

COMPARED

THIS INDENTURE of Lease and Agreement made and entered into this 5th day of October, 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, and in an Indenture of Lease and Agreement between the parties hereto, annexed hereto as Exhibit A, 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, and in an Indenture of Lease and agreement between the parties hereto, annexed hereto as Exhibit A, 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 set forth ( said Exchange Trust Company being hereinafter, and in an Indenture of Lease and Agreement between the parties hereto, annexed hereto as Exhibit A, 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 purpose of paying and refunding and meeting in part its obligations with respect to \$500,000 principal amount of its drafts maturing on the 8th day of October, 1923, (and secured by the Oil hereinafter mentioned), has determined to borrow moneys and to provide funds therefor by the sale of its ninety (90) day drafts or bills of exchange of approximately even date herewith in not to exceed the principal amount of Three hundred and fifty thousand (\$350,000) Dollars 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 the payment of said drafts or bills of exchange and the repayment by the Oil Corporation of the funds obtained therefor, 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 herein-