

475- before defined) stored therein or thereon together with such additional oil as may from time to time during the term hereof be run into said tanks or placed in said warehouses or on said premises, and to pledge such additional Oil or other security as may be required by the provisions hereof ; and

WHEREAS, Pierce Pipe Line Company has become a party to this Agreement for the purpose of leasing to the Trustee such of the tanks and pipe lines herein mentioned as are owned by it or in which it is interested; and

COMPARED

WHEREAS, there is annexed hereto as Exhibit A and incorporated herein and made a part hereof to the extent hereinafter provided a copy of a certain Indenture of Lease and Agreement made between the parties hereto on the 8th day of January, 1923.

NOW, THEREFORE, for and in consideration of the premises and of the yearly rental or sum of Ten Dollars (\$10) to each of them paid by said Trustee, the receipt whereof is hereby acknowledged, and other good and valuable considerations the said party of the first part and the said party of the third part as Lessors have letten and by these presents do grant, demise, lease and to farm-let unto the said party of the second part as Lessee (as Trustee for The Chase National Bank of the City of New York and/or for the Acceptors, holders, and owners of said drafts), and its successor or successors in trust for the term of ninety days from the date hereof and continuing thereafter so long as any part of the indebtedness secured hereby, or intended so to be, shall remain unpaid, the following described property situated in the County of Tulsa, in the State of Oklahoma, viz;

All that property described in subdivisions (a) and (b) appearing on pages 3 to 10 inclusive of Exhibit A and being a part of the leasing clause thereof, with the same effect as if the description thereof therein contained were fully here set forth, hereby confirming, granting, transferring, assigning and delivering unto the said party of the second part, its successor or successors in the trust and its agents and employees duly authorized all the rights and powers in respect thereof set forth in said Exhibit A,

The aforesaid parties hereto in consideration of the premises do hereby adopt as a part of this agreement and incorporate herein all the provisions of said Exhibit A. following the said leasing clause thereof, except those referring to The Commerce Trust Company of Fort Worth, Texas, it being understood and agreed that no indenture of lease and agreement is to be made with said Trust Company in connection with the security for the \$350,000 of drafts hereinafter mentioned; that all of the oil to be held as security for said drafts is to be held by Exchange Trust Company of Tulsa, Oklahoma; that all changes in the context of said Exhibit A required to accomodate it to said arrangement shall be deemed to have been made and that, except as herein provided, all of the provisions of said Exhibit shall apply to the Oil Corporation, the Bank, the Acceptors, and the Trustee in their relations created by the acceptance of and as security for the payment of the ninety (90) day drafts or bills of exchange of the Oil Corporation of a principal amount of three hundred and fifty thousand (\$350,000) Dollars referred to in the first recital of this indenture and agreement, and to Oil now or hereafter held or run into the leased premises and property of a value at all times during the continuance of this lease 25% in excess of the aggregate amount of said last mentioned drafts or any extensions or renewals thereof at any time outstanding; except that in lieu of the following words contained in Exhibit A, to wit:

"That it is the absolute owner of the oil hereinbefore described, free and clear of all liens and encumbrances whatsoever, except a line to secure the said Nine hundred and fifty thousand dollars (\$950,000) of drafts maturing January 8, 1923 and any renewals thereof;"