

and assigns, so that neither the said H.F. Baker or any person in his name and behalf, shall or will hereafter claim or demand any right or title to the said premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

H.F. BAKER.

BERTHA H. BAKER.

STATE OF OKLAHOMA, TULSA COUNTY, SS

Before me, the undersigned, a Notary Public in and for said County and State, on this 13 day of December, 1923, personally appeared H.F. Baker & Bertha H. Baker to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal, the day and year above set forth.

My Commission expires June 10, 1924. (SEAL) Lois L. Gillespie, Notary Public.

Filed for record in the office of County Clerk on the 12th. day of January, 1924, at 11:15 o'clock A.M. and recorded in Book 484, at Page 34 thereof.

By: Brady Brown, Deputy (SEAL) O.G. WEAVER, County Clerk.

No. 248896 - NRS

LEASE AND AGREEMENT.

COMPARED

THIS INDENTURE OF LEASE AND AGREEMENT, Made and entered into this 7th. day of January, 1924, by and between PIERCE OIL CORPORATION, a corporation of the State of Virginia, and doing business in the State of 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 United State Mortgage and Trust Company of the City of New York (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 set forth (said Exchange Trust Company being 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 purpose of paying and refunding and meeting in part its obligation with respect to \$350,000 principal amount of its drafts maturing on the 7th. day of January, 1924 (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 \$345,000 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 of 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,