

virtue of the laws of the State of Delaware (hereinafter designated Lessee,) party of the second part. WITNESSETH;

WHEREAS; the Lessee is desirous of securing for use upon and in connection with its ^{furnaces} certain tank cars, to-wit;

18- Steel Tank Cars, built by the American Car and Foundry Company, lettered Diamond Refining Company Kansas City and Tulsa. and initialed D, G, C, X, and numbered as follows, to-wit;

103-105-106- 107- 110- 119- 121- 124-2201- 2202- 2203- 2204- 2205-2206- 2207- 2208- 2209- 2210-,

49- Steel Tank Cars built by the General American Tank Car Company. lettered Diamond Refining Company, Kansas City, and Tulsa. initialed D, G, C, X, and numbered as follows, to-wit;

505-506- 507- 508- 510- 511- 513- 514- 515- 516- 517- 518- 519- 521- 522- 524- 525- 526- 527- 2001- 2002- 2003- 2004- 2005-2006- 2007- 2008- 2009- 2010-1470- 1471- 1472- 1473- 1475- 1476- 1477- 1478- 1479- 1480- 1481- 1482- 1483- 1484- 1485- 1486- 1487- 1488- 1489-.

4- Steel Tank Cars built by the American Car and Foundry Company, lettered Osage Gasoline Company, Ochelata, Okla., initialed O, G, C, X, and numbered as follows, to-wit; 102- 109- 112- 113-,

2- Steel Tank Cars built by the General American Tank Car Company, lettered Osage Gasoline Company, Ochelata, Oklahoma, initialed O, G, C, X, and numbered as follows, to-wit; 122- and 123,

10- Steel Tank Cars built by the General American Tank Car Company, lettered Atlas Petroleum Company, Jennings, Okla., and initialed A, P, X, and numbered as follows, to-wit; 1200- 1201- 1202- 1203- 1204- 1205- 1206- 1207- 1208- 1209,

4- ^{Tank} Steel Cars built by the General American Tank Car Company. lettered The Ajax Gasoline Company, Nowata, Oklahoma, initialed A, G, X, and numbered as follows to-wit; 509- 512- 520- 523,

All of said abovescribed tank cars being equipped with insulated steel under frame 50-ton trucks and having a capacity of 8,000 gallons, except four of the above steel tank cars which are plain, not insulated,

AND WHEREAS; the owner is willing to furnish same to the Lessee upon the terms and conditions hereinafter set forth,

481 NOW THEREFORE, This indenture Witnesseth, That in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto have agreed and covenanted with each other as follows,

Section 1- The Owner in consideration of the rental herein provided to be paid and in consideration of the Lessee performing each and all of the covenants on its part to be performed, hereby leases to the Lessee for a period or term of forty-eight, (48) months unless sooner terminated as hereinafter provided, the equipment herein above described which has all been examined, inspected and approved by the Lessee and found to be in good and satisfactory condition in every respect. This lease is made with distinct understanding that the title to the equipment aforesaid shall not pass to or vest in the Lessee but shall remain in the Owner until the full rental and interest herein provided to be paid shall be fully paid and until all of the conditions and provisions to be performed by the Lessee have been fully performed notwithstanding the delivery of said equipment to the possession and use of the Lessee,

Section-2 The Lessee agrees to pay to the Owner, at its office in Kansas City, Missouri as rental therefor the sum of Eighty Thousand Dollars, (\$80,000.00) payable in sixteen (16) equal quarterly installments of Five Thousand Dollars, (\$5,000.00) each, payable on the 1st, day of July, 1924, and on the 1st, day of each October, January, April, and Julym thereafter, with interest thereon at the rate of seven per cent per annum payable quarterly on the entire amount of said rental unpaid, Said installments of rentals are evidenced by eighty (80) "Car Trust" notes numbered from one to eighty, both inclusive, for the sum of One Thousand Dollars, (\$1,000.00) each, in substantially the following form, to-wit;

UNITED STATES OF AMERICA.
STATE OF MISSOURI
DIAMOND REFINING COMPANY