

barrel for pipe line runs then existing for Mid-Continent crude, and all other kinds of oils (as hereinbefore defined), at the whole sale prices then existing at Tulsa, Oklahoma, as ascertained by the Trustee: and for the purpose of determining the value of the Treating Materials and/or Warehouse Supplies, same shall be taken at their cost price less depreciation as appearing upon the books of the Oil Corporation. It is understood and agreed, however, that such basis for valuation shall be subject at any time to readjustment so that it shall be satisfactory to the Bankers. It is also understood and agreed and the Oil Corporation covenants that the aggregate value of the equity in Oil over and above the lien of the Prior Agreement, and of the Supplemental Oil pledged by this lease and agreement shall at all times be at least Fifty Thousand (\$50,000.) Dollars in excess of the amount of outstanding Junior Drafts, and that the aggregate value of Treating Materials and Warehouse Supplies pledged by this lease and agreement shall at all times be at least One hundred thousand (\$100,000.) Dollars.

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If on account of the decrease in quantity or market price of Oil and/or Supplemental Oil and /or of Treating Materials and/or Warehouse Supplies held, computed on the basis of prices as herein specified, the aggregate value of such equity in the Oil and of the Supplemental Oil, held by the Trustee hereunder shall ever become of a value less than Fifty thousand (\$50,000.) Dollars in excess of the then outstanding Junior Drafts, and/or that the aggregate value of Treating Materials and Warehouse Supplies held by the Trustee hereunder shall be or become of a value less than One Hundred thousand (\$100,000.) Dollars, then and in such event the Oil Corporation will, upon demand of the Trustee or of the Bankers forthwith, either.

(1) Procure to be run into said tanks of any of them, or placed in said storage warehouses, the necessary additional quantity of Oil and/or Supplemental Oil and Treating Materials and/or Warehouse Supplies, (as the case may be) as security for the Payment of said indebtedness or

(2) Make such payment or deposit of money with the Bankers, that the aggregate value of such equity in the Oil, and of the Supplemental Oil, pledged by this lease and agreement, and of such deposit of money shall be and always remain at least Fifty Thousand (\$50,000.) Dollars in excess of the indebtedness secured hereby then outstanding, and that the aggregate value of the Treating Materials, and/or Warehouse Supplies and of such deposit of money shall be and always remain at least One hundred thousand (\$100,000.) Dollars. In the event of the failure of the Oil Corporation, forthwith to effect one or the other of its agreements set forth under (1) or (2) herein just previously contained, the obligations of the Oil Corporation to place the Bankers in funds equal to the face amount of the outstanding Junior Drafts shall thereupon immediately accrue and the Junior Drafts shall become forthwith due and payable, and the Trustee shall, at the request of the Bankers or any holder of said Junior Drafts evidencing such indebtedness, sell the Oil, Supplemental Oil, Treating Materials and Warehouse Supplies, in the manner hereinafter provided.

It is further stipulated and agreed that the Oil Corporation during the existence of any of the indebtedness secured or to be secured hereby, will cause the Oil Supplemental Oil, Treating Materials and/or Warehouse Supplies, at any and all times contained in said tanks and located or stored in said storage warehouses or upon said premises to be fully insured in responsible companies satisfactory to the Bankers, to the amount hereinafter fixed against loss from fire and tornado, and such other risks as the Bankers may require. The policies evidencing such insurance shall be carried in the name of the Trustee for the use and benefit of the Bankers or the holder or owner of said Junior Drafts of the Oil Corporation (or said policies may be issued in the name of the Oil Corporation with clauses in the usual and customary form attached thereto, making all loss thereon payable to the Trustee for the Bankers