

in, and any statement of facts or recital by the Trustee in relation to the nonpayment of the indebtedness secured to be paid, the notice of sale, receipt of the money and execution of the conveyance to the purchaser shall be received as conclusive evidence of such facts as against the Oil Corporation.

It is further understood and agreed by and between the parties hereto that in the event of any sale by the Trustee, the proceeds of such sale shall be applied, first, to the payment of the reasonable and necessary expenses, fees and advances of the Trustee and of the Bank pursuant to the provisions hereof and of the said acceptance agreement and in respect to the property or the sale of the Oil; second, to the payment of the acceptances or drafts, principal and interest intended to be secured hereby; and the residue, if any, shall be paid to the Oil Corporation upon demand. In the event of any sale, the proceeds thereof shall immediately be deposited in The Chase National Bank of the City of New York as a trust fund, in the name of said Exchange Trust Company of Tulsa, Oklahoma, as Trustee, and shall be paid out and distributed only upon check duly signed by it as Trustee (after the payment of the expenses, fees and advances aforesaid), to the holders of said drafts or acceptances and /or said Acceptors as his or their interest may appear, which drafts or acceptances, upon payment thereof, principal and interest, shall be surrendered to and cancelled by the Trustee; and the residue of said fund if any, after the payment of said acceptances, or drafts, shall be paid by the Trustee to the Oil Corporation. The Trustee may, however, and upon the request in writing of The Bank shall in lieu of making the payments last hereinabove provided, pay said monies over to The Chase National Bank of the City of New York, and the receipt of The Bank shall operate as a full and complete discharge of the Trustee from any further accountability with respect to the proceeds of said sale. The Trustee may rely upon the certificate of The Bank as to the ownership of any draft or acceptance and the amount to be paid to the holder or holders thereof.

The Trustee named herein hereby accepts the pledge and trust created by this agreement without representations as to and responsibility for the validity or legality of this agreement, and the pledge or lien created thereby, and agrees faithfully and honestly to discharge the duties of pledgee and trustee under the terms of the same, and further agrees that it will keep and hold, in the manner herein provided, in its exclusive possession all of the oil now subject or which may hereafter be subject to the terms of this agreement (except when and as The Bank may otherwise direct the Trustee), and that it will use all reasonable care and diligence in protecting the same, and will employ such agents as are necessary in the premises. It is further agreed that the Trustee in all other matters than the holding, reporting and releasing of said Oil shall not be liable except for its wilful wrong conduct. The Bank shall not be responsible for any action hereby contemplated or authorized to be taken by it or its agents or representatives if taken in good faith nor for any non-action by it in good faith, nor otherwise responsible on account hereof to any one except for its wilful wrong conduct.

The Trustee further agrees that it will contemporaneously with the execution and delivery of this agreement, make, execute and deliver to The Bank a receipt in the nature of a warehouse receipt or trust receipt, reciting among other things that it has received from the Oil Corporation the Oil described herein, that it has the full possession thereof, and that it will hold the same, together with any and all quantities of Oil which shall hereafter be received by it and be subject to this agreement, under the terms and provisions hereof, for the use and benefit of said The Bank and the acceptor, purchaser and any subsequent holder or holders of any of said acceptances or drafts and the Trustee further agrees that it will at periodical intervals satisfactory to The Bank furnish to The Bank a statement certified by one of its officers supplementary to said receipt, showing the amount of Oil then in its possession.

It is hereby stipulated and agreed by and between the parties hereto that the Trustee shall be reimbursed by the Oil Corporation for its reasonable expenses, and shall