

face amount of the outstanding drafts shall thereupon become immediately due and payable, and the Trustee shall, at the request of The Bank, or any holder of said acceptances evidencing such indebtedness, sell the Oil on the manner hereinafter provided.

It is further stipulated and agreed that in case the Trustee at any time shall hold in said tanks and said storage warehouses, exclusive of Oil contained in said pipe lines, a quantity of Oil, computed at prices satisfactory to The Bank, in excess of that required by the provision hereof, then and in that case the Trustee, upon the request of the Oil Corporation and upon the approval of the Bank thereof, shall release and deliver to the Oil Corporation such part or parts of such excess as the Bank shall so approve. It is hereby stipulated that in the event of a decrease of fluctuation in price of the Oil held hereunder the Trustee shall never at any time be liable for its failure to hold Oil for a maximum value greater than that it might be able to hold by the use of the facilities delivered and furnished to it as aforesaid.

It is further stipulated and agreed that until the payment in full of all indebtedness secured or to be secured hereby, the Oil Corporation will cause 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 Bank, to the amount hereinafter fixed against loss from fire and tornado, and such other risks as The Bank may require. The policies evidencing such insurance shall be carried in the name of the Trustee for the use and benefit of The Bank or the holder or owner of said acceptance of the Oil Corporation (or 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 Bank or the holder or holders, owner or owners of said acceptance or acceptances as his or their interest may appear) and the aggregate amount of such insurance shall at any and all times be equal to the total value of the Oil at any time held by the Trustee. In case the Oil Corporation shall fail to procure the insurance as herein provided, then the Trustee may take out such insurance and pay for the same. It is expressly understood, however that as a matter of convenience to the Oil Corporation the said policy of insurance may from time to time, in the amounts required as aforesaid, so long as The Bank consents thereto, be delivered to The Bank instead of to the Trustee. The Oil Corporation agrees to repay the Trustee on demand any money of sums so paid by it for insurance, and for taxes as hereinbefore provided, together with lawful interest thereon, and such payments if not so repaid, shall be treated as a part of the trusteeship, and the Trustee is hereby authorized to reimburse itself for such payments and for all other payments made by it out of said trusteeship, out of the proceeds of any sale of the Oil hereby pledged or conveyed to it in the event of the destruction of the Oil or any part thereof by fire lighting, or by any other cause whatsoever, the proceeds from any insurance thereon shall be collected by the Trustee and distributed by the Trustee as herein provided for the distribution of the Proceeds of the Oil upon sale. The Trustee shall not be required or obligated to see that said insurance is actually carried or in effect; and shall not be liable by reason of the failure of said property to be insured.

It is further stipulated and agreed that in the event that default be made in the punctual payment of said acceptance or drafts of the Oil Corporation or any of them when due, at maturity, by acceleration in accordance herewith or under the provision of such acceptance agreement, or when otherwise due, or of any interest thereon when it shall become due and or in the event the Oil Corporation shall fail to put the Acceptors in funds to meet said drafts when so due, or in the event a Receiver or receivers shall be appointed of said Oil Corporation, or of the Insolvency thereof, or in the event the Oil Corporation shall make an