

proceedings, in or out of court, shall not be exhausted by one exercise thereof, whether followed by a waiver and restoration or not; but all powers of the Trustee may be exercised whenever and so often as there shall be occasion therefor.

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The Trustee shall not be responsible for the genuineness of any signature or any party to any document executed by any person whomsoever, in accordance with or in pursuance of the terms of this Indenture, but may without liability on his part, assume as genuine any purported signature by any person, officer or corporation to any such instrument, and shall be protected in acting under or upon any notice, request, consent, certificates, resolution or other paper, writing or document believed by him to be genuine and correct, and may in the discharge of his duties hereunder act upon the information or advice of any attorney, accountant or other expert retained by him or by the Company, and shall not be liable for any loss resulting from any action or non-action in accordance with any such information or advice.

The Trustee shall have and is hereby given full power and authority to, at all times, take all steps and proceedings and do all things which, in his judgment and discretion, he may deem advisable to do, in order to protect and preserve the Trust Estate; and in this connection he is authorized to employ such counsel, agents, and employees and representatives as he deems necessary, and all reasonable expenses so incurred shall be an indebtedness against the mortgaged property secured by this Indenture, and payable by the Company on presentation of statement therefor.

It is expressly understood and agreed and make a part of this instrument that an extension or expansions may be granted and made by the Trustee, without notice to the maker or any endorser of the indebtedness secured hereby, of the time of payment of all or any part or parts of the indebtedness (principal and / or interest) hereby secured, without in anywise altering, varying or diminishing the force, effect or lien of this Instrument, or the liability of the maker or any endorser of said indebtedness or any part thereof.

It is further expressly understood and agreed that the Trustee may buy, sell, hold, own or deal in any of the notes issued hereunder and secured by this Indenture, any may make or join in any action proper to be taken by and note holder are freely and with like effect as if such Trustee was not a party to this Indenture.

The Trustee may resign and discharge from the Trust created by this Indenture and from the obligation incumbent upon such Trustee to perform, by giving the Company notice in writing thirty (30) days prior to the date specified when such resignation is to take effect, and by also giving to the note holders notice by publication, which notice shall be published in a newspaper in New York City and Tulsa, Oklahoma, at least once each week for four consecutive weeks immediately preceding the day of resignation. The Trustee or any successor to the Trustee, may be removed at any time by the holders of two-thirds in amount of the notes hereby secured and the outstanding, and his successor may be appointed by the holder of two-thirds in amount of the notes hereby secured and then outstanding, and in like manner a new and substitute Trustee may be appointed in case of the death, inability or failure of the Trustee or Substitute Trustee to act hereunder.

Service upon the Company of any notice, request or other paper, or demand to be made, shall be complete, by service hereof upon any officer of the Company, or by depositing same in the mails, by registered mail, postage prepaid, addressed to the OKLAHOMA GASOLINE & OIL COMPANY, Tulsa, Oklahoma.

The Company, the Mortgagor herein, warrants its title in and to the above described property and covenants with the said Trustee herein, his successors and assigns, which covenants shall inure to and be for the benefit of any of the purchasers or holders of said above described notes, that this Deed of Trust does hereby create a good, valid and sub-