

475-

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 in addition be paid a reasonable compensation for its services.

COMPLAINT

It is further stipulated and agreed by and between the parties hereto that The Bank or the holders of ten per cent of the drafts or acceptances hereby secured, may at any time remove the Trustee, by a notice in writing to that effect, by registered mail posted at least five days prior to the date set for said removal, and by reimbursing the Trustee for its proper expenses and advances incurred; and the said Trustee may resign by giving fifteen (15) days' notice in writing to The Chase National Bank of the City of New York, and the said Oil Corporation. In case of the resignation or removal of the Trustee, or its refusal, failure or inability to act, then such person or corporation as may be appointed in writing by The Bank or by the then holder or holders of the majority in principal amount of said acceptances or drafts hereby secured, shall be and is hereby made successor in the trust to said Trustee with all the power, authority and title hereby given to said Exchange Trust Company, as fully as if it had originally been designated herein as such Trustee, and further successors may be appointed or removed in the same manner.

It is hereby stipulated by and between the parties hereto that all of the terms and conditions hereof are binding upon the successors and assigns of the parties hereto, and that all the provisions herein contained applicable to The Bank shall apply to and inure to the benefit of any acceptor, purchaser or any subsequent holder or holders of any of said acceptances or drafts.

The Trustee herein may, from time to time upon authorization from The Bank, release any amount of Oil pledged herein, and shall not be under any liability for so releasing same.

Nothing in the foregoing paragraph nor in this agreement nor any indulgence or waiver by The Bank or by the acceptor or any holder of drafts or acceptances herein referred to, or by the Trustee shall constitute or be construed to relieve Pierce Oil Corporation from any obligation on its part to be done or performed as herein contained.

Anything in this agreement to the contrary notwithstanding, the Trustee may accept the authorization or instructions of The Bank, whether the same relate to the amount of security and collateral which the Trustee shall from time to time hold or have on hand or to the method of reporting the security on hand and of determining from time to time the amount thereof that shall be held on hand, or to the release of any amount of security from time to time held by the Trustee, notwithstanding any minimum named by this instrument, and the Trustee shall be released from any and all liability in acting in accordance with such authorizations