

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, Supplemental Oil, Treating Material and/or Warehouse Supplies, shall not be liable except for its wilful wrong conduct. The Bankers shall not be responsible for any action hereby contemplated or authorized to be taken by it or its agents or representative 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. **COMPARED**

The Trustee further agrees that it will contemporaneously with the execution and delivery of this Agreement, make, execute and deliver to the Bankers 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, Supplemental Oil, Treating Materials and/or Warehouse Supplies described herein, that it has the full possession thereof, and that it will hold the same, together with any and all quantities of Oil, Supplemental Oil, Treating Materials and/or Warehouse Supplies, 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 Bankers, acceptor, purchaser and of any subsequent holder of holders of said the Junior Drafts, and the Trustee further agrees that it will at periodical intervals satisfactory to the Bankers furnish to the Bankers a statement certified by one of its officers supplementary to said receipt, showing the amount of oil Supplemental Oil, Treating Materials and/or Warehouse Supplies 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.

It is further stipulated and agreed by and between the parties hereto that the Bankers of the holders of ten per cent in face amount of the Junior Drafts 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 Bankers 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 as may be appointed in writing by the Bankers or by the then holder or holders of the majority in principal amount of said Junior 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 therein 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 Bankers shall apply to and insure to the best fit of any acceptor, purchaser or any subsequent holder or holders of said Junior Drafts.

The Trustee herein may, from time to time, upon authorization from the Bankers, release any amount of Oil, Supplemental Oil, Treating Materials and/or Warehouse Supplies pledged herein, and shall not be under any liability for so releasing the same.

Nothing in the foregoing paragraph nor in this agreement nor any indulgence or waiver by the Bankers or by the acceptor or holder of the Junior Drafts herein referred to, or by the Trustee shall constitute or be construed to relieve Pierce Oil Corporation from any