

RIVER OIL AND GAS COMPANY, " and thereunder sign their own names, either above or before the word TRUSTEES.

S E C O N D

(a) The Trustees shall hold the legal title to all property at any time belonging to their Trust, and shall have and exercise the exclusive management and control of the same; they shall assume all contracts, obligations and liabilities in connection with or growing out of the property conveyed unto them, and the management of the same in the business of their Trust as hereinbefore specified, and to the extent and value of such property, BUT NOT PERSONALLY, shall agree to hold the Subscribers and their assigns, and any person associated or acting with them, harmless and indemnified from and against any loss, cost, obligation or liability by reason of or in connection with such contract, obligation or liability; they may adopt and use a Common Seal, they may sue for, receive and receipt for all moneys at any time coming due to their Trust; they may employ counsel to begin, prosecute, defend or settle suits at law, in equity or otherwise; they may purchase, lease, option, contract for, locate or otherwise acquire own, hold, improve, operate, lease, option, grant, mortgage, pledge, hypothecate, redeem, sell or otherwise deal in and dispose of such real and personal property or oil and gas property including oil leases, royalties and production as they shall deem most advantageous to their Trust, they may advertise and exploit the goods, wares, accept and extend credit, borrow and loan money, issue Notes, Bonds, Debentures, Certificates of Interest or other evidences of indebtedness, and may secure the payment thereof of mortgage, pledge of property, deed of trust or otherwise, for such amounts and for such periods of time as they may deem necessary for purposes incidental to the proper carrying out of their Trust, and in general, may do and perform such other acts and things, and transact such other business, not inconsistent with the terms of this instrument or general law either alone or in conjunction with others, as they from time to time may deem best for the benefit of their Trust.

(b) So far as strangers to their trust are concerned, a resolution by the Trustees authorizing a particular act or thing to be done, shall be conclusive evidence in favor of such strangers that such act is within the power of the Trustees, and no purchaser from the Trustees, or one loaning money to the Trustees, shall be bound to see the application of the purchase money or the loaned money, or other consideration paid or delivered by or for said purchaser or loaner to or for said Trustees.

T H I R D.

(a) E. K. MOSS, L. S. HENDERSON and R. M. DICK shall be the sole Trustees hereunder, and shall hold their office during the continuance of this Trust; provided, however, that in the event of their resignation or death without providing a successor to the Trust, the ADVISORY BOARD shall have the right to appoint a new Trustee in accordance with the terms and stipulations herein contained.

(b) As compensation for marketing the shares to be issued hereunder and acquiring properties for the benefit of this Trust, E. K. MOSS, L. S. HENDERSON and R. M. DICK, personally, shall be entitled to receive Common Shares in such amounts as shall equal twenty-five per cent (25%) of the expressed value of the shares by them disposed of, in which connection they shall have the right to employ brokers, agents, underwriters, salesmen, or others to assist them in marketing said Shares, and to pay them reasonable compensation for their services.

(c) As compensation for administering the affairs of the Trust estate, the Trustees shall be entitled to receive a salary of ----- Dollars (\$-----), per month as salary which shall be hereinafter determined by resolution or by by-laws herein-