

(D) In case of death or resignation of the Trustee, the Unit Holders shall have the power and authority to elect from among their members a successor to him, and such Trustee, as above elected shall occupy the same relation to this Trust as if he were the original party to this instrument.

(E) Neither the said Unit Holders or any of them, or their property shall be liable for any indebtedness or liability created by, growing out of, or arising from the execution of said Trust Estate, whether arising from contract or tort of the said Estate, Trustee, his servants, or agents, or employees, in the administration of said Estate. The Trustee, personally, nor his private property, whether real, personal or mixed, shall be in any manner liable for any debt or liability, incurred by said Trustee, in the administration or management of the said Estate, whether arising from contract or tort, of the said Trustee, his servants, agents or employees; and the said Trustee shall not be held personally liable for any damage or injury to person or property caused by or arising from incident to or growing out of the execution of said trust. That the assets of the said Trust Estate only, shall be liable for any indebtedness, liability, wrong, injury, or tort incurred, arising out of or growing out of, the administration of the said Trust Estate by the said Trustee for any act or negligence or default of his servants, agents or employees in the administration of the said estate.

(F) That the said Trustee shall use ordinary and reasonable diligence in the performance of this trust, but shall not be liable to the Unit Holders or any of them, for any act, default, failure or negligence in or connected with the execution of said Trust, PROVIDED, the same shall not amount to and constitute fraud, embezzlement or wilful breach of trust, and he shall not be obliged to give bond to secure the due performance of his trust by him.

SEVENTH: That for the purpose of evidencing the respective and proportionate equitable interests of the said Unit Holders in and to the said Trust Estate, the said Trustee is hereby authorized and directed to execute and deliver to each Unit Holder hereunder, a certificate signed by the officers designated for that purpose, which shall evidence and set forth how many units of the par value of One (\$1.00) Dollar each, the said Unit Holder therein named is entitled to as a Unit Holder of the said Trust Estate.

(B) The said Trust Estate shall be divided into One Hundred Thousand (100,000) Units, all of which units shall be of the expressed par value of One (\$1.00) Dollar each, and the certificates issued by the Trustee to said Unit Holder shall be substantially in the following form, to-wit:

THIS IS A SPECULATIVE INVESTMENT
ORGANISED
UNDER THE COMMON LAW

Number.....Units
.....Units	Par Value \$1.00

FRANKLIN PETROLEUM COMPANY

This certifies that.....is the holder of
Units of Ownership. Each unit representing the One One Hundred Thousandth part in the capital of the Franklin Petroleum Company, fully paid and non-assessable, subject to a Declaration of Trust in favor of said organization dated October 30th, 1922, and recorded in Records of Tulsa County, Oklahoma, and transferable only on the books of this organization in person or by Attorney upon surrender