

FIRST: (a) The legal title of the Trustee shall be "Trustee of Fenton Oil Company" and all property so designated shall be construed as belonging to the Trust.

(b) In executing all instruments, in writing, the Trustee shall sign "Fenton Oil Company, and thereunder sign his own name, either above or before the word "Trustee"

SECOND: (a) The Trustee 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; he shall assume all contracts, obligations and liabilities in connection with or growing out of the property conveyed unto him, and the management of the same in the business of his Trust as herein before 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 him, harmless and indemnified from and against any loss, cost, obligation or liability by reason of or in connection with such contract, obligation or liability; he may adopt and use a common seal, he may sue for, receive and receipt for all moneys at any time coming due to his Trust. he may employ counsel to begin, prosecute, defend or settle suits at law, in equity or otherwise; he 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 as he shall deem most advantageous to his Trust; he may advertise and exploit the goods, wares, merchandise, properties and methods of his Trust; he may 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 by mortgage, pledge of property, deed or Trust or otherwise, for such amounts and for such periods of time as he may deem necessary for purposes incidental to the proper carrying out of his 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 he from time to time may deem best for the benefit of his trust.

(b) So far as strangers to this Trust ^{are} concerned, a resolution by the Trustee authorizing a particular act or thing to be done, shall be conclusive evidence in favor of such strangers that such act is within the powers of the Trustee, and no purchaser from the Trustee, or one loaning money to the Trustee, 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 Trustee.

THIRD (a) Ross E. Fenton, shall be the sole Trustee hereunder, and shall hold his office during the continuance of this Trust; provided, however, that in the event of his 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 to the benefit of the Trust, Ross E. Fenton, personally, shall be entitled to receive common shares in such amounts as shall equal ten per cent (10%) of the expressed value of the shares by him disposed of, in which connection he shall have the right to employ brokers, agents, underwriters, salesmen or others to assist him 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 Trustee shall be entitled to receive a salary of two hundred and no/100 dollars per month, together with such office, traveling and other expenses necessary to incur when performing the services and duties connected with this Trust.