

That, whereas, the subscribers propose to transfer, assign and deliver to the trustees, under the designation of Guptillian Process Company certain property detailed and described as follows: Formula and process for making and hardening copper and lead and making No Oil ("No-Oyle") bearings. Said formulas and secret processes under seal and deposited in trust in safety vault box at Exchange National Bank, Tulsa, Okla., all as more fully appears and is shown in a schedule identified by the signatures of the parties hereto in papers properly executed and filed with the trustees; and the trustees for the purpose of defining the interests of the "subscribers" and their assigns in such property have agreed to issue to the subscribers negotiable certificates for 5000 shares and which shares shall be common voting, each share to be expressed of no par value and all of said shares to be issued to the subscribers in the following proportions, viz:

R. G. Guptill	\$950	3950 shares
J. A. Bowman		250 "
W. M. McGee		250 "
Geo. S. Emery		500 "
		50 "
		<hr/> 5000 shares

COMPANY

That whereas, Mr. R. G. Guptill, is the owner in part or full, of patents, formulae and process for manufacturing ANTI-FRICTION metal in which part ownership vests or is purported to vest in (the right and title) the Tulsa Cast Steel Company, which was assigned to them by Ernest H. Cornelius; and it being the desire and purpose of the said R. G. Guptill to transfer to this company said right, title and interest he may have in said Anti-friction metal formulae of process; it is further agreed that the said R. G. Guptill relinquishes to this organization all of said right, title and interest in said ownership above; and further, that he agrees to deliver to this organization any part of his present holdings as above now owned or acquired or to be hereafter owned and acquired in said Anti-friction metal, formulae or process as above mentioned.

Further, that during the life of this organization, any formulae, patents or processes directly affecting any of the assets set out in the foregoing agreement, when improved upon added to or deducted therefrom during research work by said R. G. Guptill, shall become the property of this company, when said R. G. Guptill is directly or indirectly interested in the said company by stock, finances or otherwise.

Any devices, patents or ~~formulae~~ which do not affect the holdings mentioned hereinbefore which may be discovered, patented or otherwise owned by said R. G. Guptill, are not included in this agreement but may be purchased on some basis agreeable to Mr. Guptill or delivered to this organization on some equitable basis where there is a desire on the part of either party to buy or sell.

It is further agreed that the said R. G. Guptill agrees to deliver to said Guptill, Process Company all his rights, liens, interests and patents to the assets, formulae, processes and patents herein affecting said agreement; said transfers to be delivered free and clear of liens, pledges, assignments or transfers, to warrant delivery of said formulae, processes and patents to said Guptillian Process Company and warrants and pledges to keep same free and clear of assignment, transfer, liens, pledges or sale to others.

NOW, THEREFORE, The Trustees hereby declare that they will hold said property, so to be transferred to them as well as all other property which they may acquired as trustees, together with the proceeds and profits thereof, in trust; to manage and dispose of the same for the benefit of the holders from time to time of the certificates of shares issued hereunder, according to the equitable value or priorities that may be expressed therein, and in manner and subject to the stipulations herein contained, to-wit:

First - It is the intention of the parties hereto to create a real trust, and not a