

COMPARED

and any such increase in the capitalization of the Trust shall be in accordance with the plan of organization and operation as outlined herein for the management and conduct of the Trust estate.

24. In the event of the death of any Trustee in whose name any of the Trust property or assets may now or hereafter be vested, the business of the Trust shall be continued by the remaining Trustees, who shall have full power to receive and dishurse Trust Funds and convey by sale or otherwise any of the property interests, or assets, now or hereafter owned by the Trust, and such Trustees may execute the necessary instruments or conveyance, and such conveyances, executed by any two of the Trustees, shall be binding upon the Trust. Or at their discretion, the remaining Trustees may name another Trustee, in the manner outlined heretofore for filling a vacancy caused by the resignation of a Trustee.

25. The ownership of shares, or beneficial interests, hereunder shall not entitle the Cestius Que Trustent (Shareholder) to any title in or to the Trust property, or right to call for a partition, division of an accounting of the same.

26. This Declaration of Trust may be altered or amended by the Trustees, and in case of amendment or alteration, a copy thereof shall be filed with the recorder of Deeds, in the county where this instrument has been filed, and then the same shall be attached to and made a part of this instrument.

27. The Trustees or their assigns, are to acquire for the Trust the leases on which drilling operations are to be conducted, using their best judgment in making selection. And they are to provide for the use and benefit of the Trust, without any money consideration, the use of two complete Standard drilling outfits when and as required for the drilling of the wells proposed to be drilled by the Trust. All of said wells are to be drilled at actual cost. H. A. Young, one of the Trustees hereunder, is to personally supervise the drilling operations and is to receive only usual and prevailing compensation paid to a driller in charge of operations when actually engaged in drilling wells for the Trust. W. T. Scott, one of the Trustees hereunder, is to act as Secretary, having charge of the detail work in the conduct of the business, and for his services is to receive such reasonable and proper salary as may be determined by the Trustees. The Trustees will supervise, handle and conduct all the business of the Trust Estate to the best of their ability, and to the best interests of the Cestius Que Trustent (Shareholders). In consideration for all said acts and services heretofore mentioned as having been performed or to be performed by the Trustees for the benefit of the Trust there shall be issued to E. S. Horn, H. A. Young, and W. T. Scott, or their assigns, as compensation for such service, shares in an amount equal to the total number of shares which may be now or hereafter subscribed and paid for.

28. The terms of the Trustee, unless sooner terminated by their death, or resignation, shall be for the full period of the existence of this Trust; provided, however, it is expressly declared that the Trustees shall not be under obligation to terminate this Trust or convey the Trust Fund except as herein provided.

In witness whereof, the subscribed shareholder as first party and said Trustees as second parties have hereto set their hands and affixed their signatures the day and year first above written.

Chas. J. Denton, Shareholder,
E. S. Horn,
H. A. Young,
W. T. Scott, Trustees.