

plant hereinabove designated.

In the purchase of the plant first hereinabove designated and described or in the purchase of any other and additional plant of any leases or concessions, or equipment, machinery, supplies, or material. to mortgage or pledge the assets and property of the trust estate in said connection and to make, execute and deliver notes of other instruments evidencing indebtedness and to execute, acknowledge, and deliver mortgages or other instruments and contracts which may be given as security for such indebtedness, and to enter into, make and perform, contracts of every kind and character with any person, firm, association or corporation, and without limit as to amount thereof to make, accept, indorse, discount, execute, and issue notes, drafts, bills of exchange, and other negotiable and transferrable instruments and evidences of indebtedness^{ss}, whether secured by mortgage or otherwise.

To employ all necessary or proper agents, servants, brokers, attorneys, or employees to carry into effect the purpose of the trust herein contained and to protect and preserve the same, and to provide and pay out of said trust estate the compensation, fees, or other expenses incurred in the management thereof, to borrow money on behalf of the trust estate on such terms and conditions^{ss} to the said trustee it is deemed best and to do or cause to be done in any lawful manner all of the things which are incidental, necessary or proper to carry fully into effect all of the purposes herein enumerated or powers hereby conferred, the general authority given being intended to control and make fully effective the power and authority of the trustee under this instrument, and notwithstanding the specific enumeration and description thereof herein.

It is expressly understood that all expenses incurred by said trustee in carrying out the terms hereof as well as all liabilities incurred by him in the execution of said trust whether arising from contract or tort, shall be considered as expenses of executing such trust, which shall first be paid out of the assets and property thereof, and shall be a first and prior lien against the said estate and property, superior to all others and for which the certificate holders or trustee shall in no event be personally liable.

It is further expressly understood and stipulated that neither the said trustees nor the said certificate holders nor any of them, shall be in any manner be personally liable by virtue of any contract, note, bond, deed of trust, mortgage, or other instrument, executed, delivered under the terms hereof or incidental to the conduct of said business or any phase thereof, but the same shall bind only the property of the trust estate for the performance thereof.

The Trustee is further empowered in his own name as trustee to bring and prosecute, any suit or action in his judgment necessary to protect the estate or to enforce any contract made for the benefit thereof, and to defend in his discretion any suit against said estate or against the trustee as such; and to compromise and settle any suit, claim or controversy in which the estate is interested, and to discharge the same out of the estate.

All instruments shall be executed as follows: W. G. Baker, Trustee of Ardiss Gasoline Company.

The Trustee shall have and exercise the exclusive management, and control of the estate, and wholly free from the management and control of the certificate holders.

The Trustee herein named shall hold and occupy said position for a period of five years from and after this date, at the end of which time he shall continue to occupy said position unless at the expiration of said period the certificate holders at