

obligation of this trust of any kind, whatsoever, whether arising out of contract or not and neither the trustee or any of all officers or agents appointed by him shall ever have any right or authority to bind any member personally or by contract, agreement or otherwise. The trustee shall give such notice as may be necessary of this limited liability of the members of this trust to the person, firm, or corporation with whom this trust may deal, and in every written contract entered into by the Trust or in its behalf, reference shall be made to this Declaration of Trust, and such contracts shall contain a covenant or agreement on the part of the other parties to the contract that such party or parties will look only to the funds and properties of the Trust for the satisfaction of all claims and demands arising from or out of such contract, and for all debts, engagements, contracts and liabilities of any kind or character incurred by this Trust, the funds and properties of the Trust shall stand primarily charged to the end that the members of this Trust may be protected from personal liability.

It is further expressly agreed that in case the Trustee or any officer or member shall at any time for any reason be held to or be under any personal liability as such Trustee, officer or member, then such Trustee, officer or member shall be held harmless and be indemnified out of the trust estate from any and all loss, cost, damage or expense by reason of such liability, and if at any time the trust estate shall be insufficient to provide for such indemnity and to satisfy all liabilities of and claims upon it, then the trust estate shall, in preference and priority over any and all other claims and liens whatsoever, except mortgages and except as otherwise expressly provided by law, be applied first to the indemnification of the Trustee from any loss, cost, damage or expense in connection with any personal liabilities which he may be under or have incurred except as aforesaid; next, to the indemnification in the same manner of the officers, agents and employees, and thereafter to the indemnification in the same manner of the members.

#### XXI

That the members of this Trust shall meet at any time at Tulsa Oklahoma, when such meeting is called by the Trustee or by ten (10) of the members of the Trust. Meetings of the members of the Trust shall be called only to determine and act upon the following matters:

- (1) To determine whether or not the trust shall be terminated prior to the time fixed herein, and if so, to provide the terms and conditions for so doing.
- (2) To determine whether or not the capital of the trust shall be increased or decreased and to provide the terms and conditions for so doing.

The Trustee or the members of the trust, a meeting having been called as herein provided, shall have the right to increase the number of memberships or to decrease them by a majority vote of the membership interests represented at such meeting, and this Declaration of Express Trust, shall be the only by-laws that the Trust shall have. Notice of the time and place of such meeting shall be given by the Trustee, the Secretary appointed by him or by ten members of the trust as aforesaid by mailing to each member at his last address as shown by the books of the trust a written or printed notice of said meeting; which notice shall state the time and place of said meeting, and the object for which it is called.

#### XXII.

That it is the duty of the Trustee to faithfully and diligently administer this trust and keep correct and accurate records and accounts of all business transacted, to exercise prudence and economy in the transaction of the business of this trust, to act in good faith and only, for the best interests of the Trust in all business transactions