

they might think best, define their duties, and fix their compensation. The compensation of the Trustees may be fixed by them, but shall not at any time exceed twenty five (25%) per cent of the gross earnings, and shall only be paid for service actually rendered or for service in the control and management of the business.

#### DIVIDENDS AND SURPLUS.

Seven The Trustees shall declare dividends from the net income of the Trust Fund among the cestuis que trustent (certificate or share holders) quarterly, or oftener, if convenient to the Trustees, and their decision as to the amount of dividends and as to using therefor any portion as a surplus fund, shall be final. They may set aside from time to time such portion of the net income, as shall not be required for dividends for a surplus fund.

#### POWER TO DECIDE BETWEEN INCOME AND CAPITAL.

Eighth: The Trustees may charge all brokers' and agents' as other expense as commissions to income or capital, as they may see fit. In general, their decision as to what constitutes capital or income, or in charging to expenses or contingent account when acting in good faith shall be conclusive and final.

#### ANNUAL ACCOUNT.

Ninth: The Trustees shall render an account annually or oftener, if convenient to them, and shall, upon request, deliver or mail a copy to such share-holders. The Trustees shall, for the time being, consist of three in number, and shall never be less than three, but the number may be increased to five if deemed advisable.

#### RESIGNATION, VACANCY AND APPOINTMENT.

##### Temporary, absence, power of attorney.

Tenth: Any Trustee may resign his trust by a written instrument signed and sealed by him, and acknowledged in the manner prescribed for the acknowledgement of deeds and such instrument may be recorded in the office of Registry of Deeds of the County of Tulsa, or such proper place of Record, or deposited with such depository as the Trustees shall from time to time select. Any vacancy occurring from any cause at any time in the number of said Trustees shall be filled by the remaining Trustees. Until such vacancy is filled, or while any Trustee is absent from the State where the main office is located or physically or mentally incapable by reason of disease or otherwise, the other Trustees shall have all the power hereunder, and the certificate of the other Trustees of such vacancy, absence, or incapacity, or of the appointment of New Trustees or additional Trustees, shall be conclusive. In case of such vacancy or of appointment of a new Trustee or Trustees the Trust Fund shall immediately vest in the remaining Trustees as the case may be. Any Trustee may, by power of attorney, delegate his powers, for a period of not exceeding six months, at any one time, to any other Trustees hereunder, provided that in no case shall less than two Trustees personally exercise the other powers hereunder (except where otherwise expressly provided herein). The term "Trustees" used in this agreement shall be deemed to mean those who are or may be Trustees for the time being.

#### TRUSTEES LIABILITY, NO BOND REQUIRED.

Eleventh: Each Trustee shall be responsible only for his own wilful and corrupt breach of trust, and not for any honest error of judgment, and not one for another. No Trustee shall be required to give bond.

(A) The Trustees shall provide a seal circular and round in shape, inscribed with the words "Grand River Pipe Line Company" and Trust agreement", which said seal shall be attached to or impressed upon all contracts, and documents required by law to be attested by the secretary of a corporation