

(shareholders) and that said vacancy or vacancies shall be filled in the same manner, provided, however, that said Trustee or Trustees elected shall be from among the Cestuis Que Trustent (Shareholders).

The Trustees, or either of them, shall be responsible only for him or their own, willful and corrupt breach of trust, and not for any honest error of judgment and not one for another. The Trustees shall not be required to give bond.

No assessment shall ever be made upon Cestuis Que Trustent (Shareholders) nor shall they ever be personally liable in any event, or have any rights hereunder except as herein defined. The books of the Trustees shall always be open to inspection of Cestuis Que Trustent (Shareholders).

COMPANIED

An annual meeting of the Cestuis Que Trustent (Shareholders) shall be held the second Tuesday of January, of each year, at the office of the Company for the transaction of any and all business as may come before the meeting.

The Preferred or Common Shares are to be considered personal property, and the death of a shareholder shall not in any way affect the continuance of the trust nor give to any person the right to an accounting or partition.

This agreement and Declaration of Trust may be altered or amended except as regards exemption from personal liability of the Trustees, officers and holder of beneficial interests, by the Trustees with the consent of two thirds of the Cestuis Que Trustent (Shareholders). In case the alteration is adopted, the same shall be attached to and made a part of this agreement and Declaration of Trust, and recorded in the same place and with the same officials as the original agreement and Declaration of Trust.

In witness whereof the Trustees hereinbefore mentioned, have set their hands and seals for themselves and their successors intaking of their acceptance of the agreements, conditions and trusts hereinbefore mentioned, and Marathon Petroleum Company for the Cestuis Que Trustent (Shareholders) has hereunto set its hand and seal in token of its acceptance, assent to, and approval of such agreement, conditions and trusts, on the day and year first above written.

MARATHON PETROLEUM COMPANY.

By Oscar Lowrey, President.

Attest: B. H. Boehmler, Secretary.

(Corp Seal)

Oscar Lowrey,
B. H. Boehmler,
Chas. B. Rogers, Trustees.

State of Oklahoma)

) SS

County of Tulsa)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 20th day of August, 1923, personally appeared Oscar Lowrey, B.H. Boehmler, and C. B. Rogers, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the purposes and uses therein set forth.

Given under my hand and seal the day and year above written.

(SEAL) Hazel I. Shanks, Notary Public.

My commission expires Sept. 18, 1924.

CORPORATION ACKNOWLEDGEMENT.

State of Oklahoma)

) SS

County of Tulsa)

Before me, the undersigned, a Notary Public, in and for said County and State on this 20th day of August, 1923, personally appeared Oscar Lowrey and B.H. Boehmler, to me known to be the identical persons who subscribed the name of the maker thereof to the within and foregoing instrument as its President and Secretary, and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.