

executed by the Trustee under or pursuant to the terms of this Declaration of Trust, or in managing the trust estate, or by any legal representative or employee of the Trustee, or by reason of anything done or omitted to be done by him, against the Trustee individually or against any legal representative or employee or any holder of beneficial interests, or the holder of any other security issued by the Trustee, either directly or indirectly, by legal or equitable proceeding, or by virtue of any suit or otherwise, except only to compel the proper application or distribution of the trust estate, it being expressly understood and agreed that (a) this Declaration of Trust and all obligations and instruments executed thereunder, are executed pursuant thereto by the Trustee; that (b) any acts done or omitted to be done by him are solely the obligations, instruments, acts and omissions of, or in respect of, the Trust estate, and that (c) all the obligations, instruments, liabilities, covenants and agreements, acts and omissions of the Trustee shall be enforced against and be satisfied out of the trust estate only, or such part thereof as shall under the terms and provisions of this Declaration of Trust be liable for or chargeable therewith. And all personal and individual liability of the Trustee, except as above stated, and of all his agents, representatives and employees, and of the holders of beneficial interests are hereby expressly waived and negatived. The Trustee and his agents are not authorized to contract any debt, or do anything which will charge the holders of beneficial interests or bind any or all of them personally.

Section 2: No corporation, trust, association, or body politic shall be affected by notice that any of its shares of stock or bonds or other securities are subject to this trust, or be bound to see to the execution of this Trust or to ascertain or inquire whether any transfer of any such shares, bonds or securities by the Trustee is authorized by this trust, notwithstanding such authority may be disputed by some other person.

#### ARTICLE VI.

Section 1: During the continuance of this trust, the beneficial interests therein and thereunder shall be evidenced solely by certificates for shares of beneficial interests for which provision is hereinafter made.

Section 2: The beneficial interests in this trust shall be divided into two thousand (2,000) beneficial interest shares, one thousand (1,000) of which shall be issued forthwith to the following person named, on to his nominee or nominees, in the following proportions, to-wit:

Name of Beneficiary: James S. Terry.

Number of Shares of Beneficial Interests: 1,000.

The remainder of said beneficial interest shares may be issued from time to time by the Trustee in such amounts as he may from time determine in exchange for additional property conveyed or transferred to him under the trusts hereof or for moneys advanced to him for the purposes hereof.

Section 3: As evidence of ownership of interest shares, the Trustee shall cause to be issued to each beneficial interest holder a certificate, or certificates, which shall be in substantially the following form, to-wit:

#### Certificate of Beneficial Interest.

Number-----TERRY OIL & GAS CO. Shares-- ---

Two Thousand Shares.

This is to certify, that----- of-----, is the owner of-----shares, fully