

475

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 profits of this trust shall stand primarily charged to the end that the shareholders of this trust may be protected from personal liability. It is further expressly agreed that in case any trustee, officer or shareholder, not due to his acts in bad faith, then such trustee, officer, or shareholder 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 or liens whatever, except mortgages and other liens created by contract of the trustees as affecting the property in which this indemnity is specifically waived, be applied first to the indemnification of the trustees from any loss, cost, damage or expense in connection with any personal liability which they may be under or have incurred except as aforesaid; next, to the indemnification in the same manner of the officers; and thereafter to the indemnification in like manner of the shareholders.

25. That all trustees, officers agents or servants of this trust, actively engaged in administering this trust, shall be entitled to a reasonable compensation for their services and all expenses incurred in administering this trust, and carrying out the purposes for which it was created, as well as the expense of safely keeping and caring for the trust property; and such expenses shall be a proper charge against the trust estate, and shall be paid therefrom. All compensation of the trustees, officers, agents and servants of this trust shall be fixed by the trustees.

26. The trustees of this trust shall hold their regular meeting at the office of this trust in Tulsa, Oklahoma, on the first Monday of each month.

Questions arising at any meeting of the trustees shall be decided by a majority vote of all the trustee;

27. A special meeting may be called by any trustee; and the Secretary of the Trustees, on request of any trustee, shall at any time convene a meeting of the trustees by a written notice, stating the time and place of meeting and designating a time so that all trustees may have sufficient time, by the usual modes of travel, to reach the place of meeting at the time designated. Unless otherwise determined by the trustees, all meeting shall be held at the office of this trust in the City of Tulsa, Oklahoma.

28. A resolution or contract in writing, signed by all of the trustees, shall be as valid and as effectual as if it had been passed at a meeting of the trustees duly called and constituted.

29. The trustees shall provide a minute book and shall keep a correct record of the proceedings at all meetings, whether regular or special, in such book provided for such purpose.

The trustees may from time to time, in their discretion, employ such accountants, brokers, experts, agents, attorneys and counsel as they may deem expedient, with a view to obtaining the best advice and assistance in carrying out this trust, and effectuating its purposes, and it shall rest with the trustees to fix the remuneration of such persons and all expenses incurred hereunder shall be paid by the trust estate.

30. The trustees of this trust shall have no power or authority to bind this trust, or any property thereof, or any rights thereto, except by a written contract executed as herein provided, and any attempt to bind any property of this trust by a contract not in writing and executed as herein provided shall be void.

31. In case one or more additional trustees are appointed, as herein provided