

ence shall be made to this instrument; and the person, firm, or corporation so contracting with them shall look only to the funds and property, legal and equitable of the Company for the payment of any debt, damage, judgment or decree, or of any money that may become due and payable in any way by reason thereof; and neither any of the Trustees, nor the shareholders, present or future, shall be personally liable therefor or for any debt incurred, or engagement or contract made by the Board of Trustees, or any officer, agent or servant acting under them on behalf of the Company. COMPARED

Furthermore the funds and the property of the Company of every character shall stand primarily charged with the burden of paying any claim of money demand established or existing on account of the operations and business of the Company, whether founded on contract or tort, to the end that the members of the Company may be protected from personal liability on account thereof.

In all deeds and conveyances to said Trustees, or to their successors, it shall be set forth that such grant, conveyance or transfer is to them as Trustees of THE MARION OIL CO. OF TULSA, to be held subject to the terms of this agreement.

#### ARTICLE XIV.

In addition to all other powers hereinbefore enumerated, this Trust shall be authorized and empowered to engage in the drilling of wells for hire to other persons, firms and corporations, which power shall include the drilling for oil, gas, coal or other minerals, and shall be authorized to make all proper contracts relative to the same.

#### ARTICLE XV.

The Trustees may from time to time hire suitable offices for the transaction of the business of the Trust, appoint, remove, or reappoint any officers or agents and define their duties, and fix their compensation. The compensation of the Trustees shall not at any time exceed five per cent. of the gross income of the Trust Fund, and one per cent. of the amount distributed or conveyed upon final distribution or conveyance.

The said Trustees shall declare dividends from the net income of the Trust Fund quarterly, or oftener, at their convenience and discretion, and distribute such portion thereof as they may in their discretion determine to be distributable net income, as dividends, among the Cestuis Que Trustent, as their interest may appear, and as to the using therefor any portion of the Surplus Fund, their decision shall be final as well as to the amount of dividends. They may also set aside from time to time such portion of the net income as shall not be required for dividends for a Surplus Fund.

#### ARTICLE XVI.

This instrument is executed with reference to the laws of the State of Oklahoma and the rights of all parties, and the construction and effect of each and every provision hereof shall be subject to and construed according to the laws of said State of Oklahoma.

The Trustees may make, adopt, amend or repeal such by-laws, rules and regulations not consistent with the terms of this agreement, as they may deem necessary or desirable for the conduct of their business and for the government of themselves, their agents, servants and representatives.

The Trustees shall have power to represent shareholders in all suits or legal proceedings in any court at law or equity, or before any other body or tribunal; to employ counsel and commence suits or proceedings; to compromise or submit to arbitration all matters of dispute in which the Trust or Trustees may be interested whenever and in such manner as they in their judgment may deem proper.

#### ARTICLE XVII.

In case of the loss or destruction of a certificate or scrip, the Trustees may issue duplicate thereof on such terms as they deem proper.