

and gas mining lease.

The Trustee, J. W. Merritt, W. H. Barnes and M. M. Fulkerson, hereby declare that they will take and hold said property so to be acquired by them, together with the proceeds thereof, in trust, to operate and dispose of the same for the benefit of the beneficiaries and share holders hereunder, and in strict compliance with the terms of this agreement, and

Whereas, the said J. W. Merritt, W. H. Barnes and M. M. Fulkerson have accepted the provisions of this Declaration of Trust as Trustees for themselves, and their successors it is hereby agreed by all parties hereto and those who may associate themselves hereafter, that this trust estate shall be known as THE KANOMA OIL & GAS SYNDICATE and any and all property that shall now or hereafter be assigned to or shall vest in the said J. W. Merritt, W. H. Barnes and M. M. Fulkerson, Trustees, for the purposes herein set forth, shall be owned and held by them and their successors in trust for the purposes set forth in the following articles, which are hereby agreed to by J. W. Merritt, W. H. Barnes and M. M. Fulkerson and all other parties thereto;

1. The Trust Estate herein created and hereby provided for shall exist for a period of not longer than twenty years from the date hereof, subject to the action of the Trustees, as herein provided, to be governed by the conditions hereinafter set forth.

2. Said Trust Estate shall be owned absolutely and unconditionally by the said J. W. Merritt, W. H. Barnes and M. M. Fulkerson, Trustees, and their successors in trust subject to the following provision; but the beneficial interest in the distribution of dividends which may be declared by the said Trustees and in the corpus of said trust estate at the termination thereof, shall be evidenced by not more than Fifty Thousand (50,000) units of beneficial interest of a par value of Ten (\$10.00) Dollars each.

Said Units, which are fully paid and non-assessable, to be sold at not less than par by the said Trustees and the proceeds thereof to become a part of the corpus of the said trust estate.

Said units shall be evidenced by writings issued and signed by the said Trustees and shall be personal property and the units hereunder shall be transferable by written assignment endorsed thereon upon the surrender of the certificate, but no such transfer shall be effective as to the Trustees until it has been recorded upon the books of the Trustees kept for that purpose. Said units are and shall be only issued in form of receipt.

In case of loss or destruction of any certificate of units issued by the Trustees, the Trustees may, under such conditions as they may deem expedient, issue new certificates in place of those lost or destroyed.

3. The said Trustees shall have the power to bind and act for the said trust estate and they shall have full control and management of the said trust estate according to their discretion and they are hereby vested with the right of disposition of said trust estate, and, or all parts thereof by barter, sale, lease, mortgage, or otherwise, as well as any increase thereof and all the fruits, interest and revenues arising therefrom and all profits unto which said estate may be vested, and they shall have power to make contracts binding upon said trust estate upon such terms as they shall deem best, and they are empowered to do and perform any and all things whatsoever which they shall deem for the best interest of such trust estate and which shall be consistent with the general purposes set forth in this instrument.

They are authorized to use said trust property funds and the increment thereof in conducting the following business:

To acquire other oil and gas mining leases covering land in the Mid-Continent Oil Fields or elsewhere, and to hold, sell, convey, mortgage or otherwise dispose of the whole or any part thereof; to enter into contracts with any other person or persons,

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