

Assignment of Undivided Interest in Oil and Gas Lease No. 156

permissible, that we will and our successors shall, as Trustees, hold and administer all property of any and all kinds, whatsoever, that may hereafter be conveyed to us or received by us, as Trustees, together with the proceeds and mutations thereof, in trust, subject to the stipulations herein contained.

The title to this trust shall be the "Capital Finance Company" of Oklahoma City, Oklahoma, and the title of the Trustees of this trust shall be the Trustees of the Capital Finance Company of Oklahoma City, Oklahoma, and their principal office shall be in Oklahoma City, Oklahoma.

The Trustees of this Trust, in the beginning, shall be Luther E. Mayes and A. I. Roberts of Oklahoma City, Oklahoma, and Asa Lee Mayes of Norman, Oklahoma, and the term "Trustees" whenever hereinafter used in this agreement, shall mean the Trustees hereunder or their successors.

The Terms "Unit holder or Cestuis Que Trustent" whenever hereinafter used in this agreement, shall mean a holder of record of any unit certificate of this Trust or unit receipt from any authorized officer of this Trust.

1. It is provided and agreed that the title of all property, both real and personal, of every kind and character, whatsoever, that may hereafter belong to the Trust hereby created shall be taken and held by the Trustees in the name of the "Capital Finance Company" of Oklahoma City, Oklahoma, for the uses, purposes, trusts and upon the terms and conditions contained in this agreement, and under which name it shall sue and be sued, take, hold and transfer all property and transact all business of this Trust.

2. It is stipulated that the Trustees of this Trust shall have and exercise full and complete management and control of all of the assets of this Trust, and shall conduct and carry on the affairs of this Trust in such manner as in their judgment shall be deemed advisable and for the best interest of this Trust, and, to this end, the Trustees are authorized and empowered as follows, to-wit:

(a) To acquire, by purchase, subscription, or otherwise, to own, hold, sell, assign, transfer, mortgage, and pledge, or otherwise dispose of, upon such terms and conditions as to time or times of payment and security, if any therefor, as may be deemed advisable, any commercial paper, notes, bonds, debentures, or other securities, created, issued or granted by any individual, partnership, corporation, association, business trust, town, city, municipality, school district, local or district improvement body, state, or the United States; any personal property as shall be proper for carrying out the purposes of this Trust and necessary for its need; shares of any stock of any corporation, and certificates of interest in any association or business trust; and while the owners of such stock or certificates to exercise all the rights, powers and privileges of such ownership, including the right to vote thereon and thereunder to the same extent as an individual might or could do.

(b) To acquire, by purchase or otherwise, to own and hold, sell, trade, deal in, and convey any real estate located in incorporated cities, and towns, and as additions thereto, as shall be proper for carrying on the business of this Trust, and necessary for the needs of this Trust.

(c) To lend money and negotiate loans upon real and personal property upon such terms and conditions as to time or times of payment as may be deemed profitable and advisable, and as are lawful, and to act as trustee thereof.

(d) To raise, borrow, and secure the payment of money in any lawful manner,

Assignment of Undivided Interest in Oil and Gas Lease No. 156

and to draw, accept, indorse, discount, issue, assign, transfer, and deliver bills of exchange, and promissory and judgement notes, including the sale or other disposition of bonds, warrants, debentures, obligations, coupons, certificates of interest or indebtedness, and negotiable or transferable instruments and securities or evidence of indebtedness of all kinds, and to dispose of same upon such terms and conditions as to time or times of payment and security, if any, as may be deemed advisable and necessary, and to create and establish funds for the purpose of repaying such sums at maturity, all as allowed by law.

(e) To apply for, acquire, by purchase, subscription or otherwise, to own, hold, sell, assign, transfer, mortgage, pledge or otherwise dispose of, deal and trade in, where the certainty of reasonable profit therein predominates over the element of hazardous, speculative profit therein, any oil, gas, and mineral leases, any licenses, patents, or copyrights, of the United States of America, or other countries, and any rights, interests, leases, royalties, and manufacturing, distributing and sales contracts, relating thereto, relating to any inventions, improvements, processes, devices, articles, ideas, materials, and productions concerned therewith, and relating to any ideas, devices, materials, works, productions, inventions, processes, improvements and systems, which could or might be patented, copyrighted or licensed.

(f) To locate, lay out and improve townsites, and to buy and sell real estate therefor, including the sale and conveyance of the same in lots, subdivisions or otherwise.

(g) The business and purpose of this Trust is, from time to time, to do any one or more of the things or acts heretofore mentioned, and it shall have the power to conduct and carry on its said business or any part thereof, and to have one or more offices or places of business, and to exercise any and/or all of its legal rights in all parts of the world;

(h) and, upon the termination of this Trust, from any cause, to liquidate its affairs by reducing its assets to cash, paying all indebtedness and disbursing the remainder among the unitholders, pro rata, as their interests are shown upon the books of this Trust.

3. In the event of the death, resignation, inability, disability, refusal to act, removal from office of either of the Trustees for any just cause, it shall be the duty of the remaining Trustee or Trustees to appoint another Trustee or Trustees, who, when so appointed, shall have all of the powers and duties herein provided.

4. The Trustees shall make an annual report to each and every unitholder requesting the same, showing the condition of the affairs of this Trust. The books of this Trust shall be open to the inspection of the unitholders at all reasonable hours.

Dividends, when earned, shall be distributed among the unitholders, pro rata, when and as, in the judgement of a majority of the Trustees, it shall be deemed advisable and for the best interest of this trust.

5. It is provided that this Trust shall be and continue in force and effect from the date of execution hereof by the undersigned Trustees, until twenty (20) years hereafter, unless terminated sooner, as herein provided.

6. The death of any unitholder or officer of this Trust, shall not operate, in any way, to dissolve this Trust.

7. It is provided that all instruments in writing in behalf of this Trust shall

Assignment of Undivided Interest in Oil and Gas Lease No. 156

be executed in the name of the "Capital Finance Company" of Oklahoma City, Oklahoma, by its duly authorized officers.

8. It is provided that this Trust shall have a seal in the usual form with the name of this Trust, to wit:

"Capital Finance Company - Oklahoma City, Okla."

9. It is stipulated that all persons who may become unitholders in this Trust are not, in any event, to be and become personally liable for any of the acts of the officers of this Trust nor for any indebtedness of this Trust, and that all creditors shall look solely to the assets of this Trust for the payment of any indebtedness of this Trust.

10. It is further provided that the Trustees hereunder or their successors or any officers of this Trust are not, in any event, to be and become personally liable for any indebtedness of this Trust, and that all creditors shall look solely to the assets of this Trust for the payment of any indebtedness of this Trust.

11. This Trust (for convenience) is divided into Five Hundred Thousand (500,000) equal parts, and these parts are to be known and called "Units of Beneficial Interests," the same having no fixed par value and being fully paid and non-assessable, when issued.

12. Each unitholder of this Trust shall receive a certificate, setting forth his or her interest or number of units of beneficial interests in this Trust, purchased or acquired, which certificate shall be of the following reading, tenor and effect, as follows, to wit:

Number	Units
CAPITAL FINANCE COMPANY OKLAHOMA CITY, OKLAHOMA.	
Express Trust	Divided into
No personal Liability.	500,000 Units

THIS CERTIFIES: That _____ is the owner of _____ Units of Beneficial Interests in the "CAPITAL FINANCE COMPANY" of Oklahoma City, Oklahoma, fully paid and non-assessable, when issued.

ACCEPTED and held by the owner subject to and in conformity with a Declaration of Trust agreement and amendments now or hereafter filed in the County records of Oklahoma County, Oklahoma.

IN CONSIDERATION: That the unitholders have delegated sole and full power to the Trustees to control and manage all property and affairs of this Trust, and no unitholder, except the Trustees, has any power, right or authority to do any act or in any manner bind this Trust or its Trustees.

IN WITNESS WHEREOF: The Trustees of this Trust, under said Declaration of Trust, have caused this certificate to be signed by its duly authorized officers and to be sealed with the seal of this Trust.

This the _____ day of _____ A. D. , 19 _____.

Attest

Secretary

President.

Assignment of Undivided Interest in Oil and Gas Lease No. 156

13. Each and every certificate, when issued, shall be evidence of pro rata ownership of beneficial interests, as cestuis que trustent, in all of the assets of the Trust hereby created and shall entitle the holders thereof, respectively, to a pro rata participation in any and all of the profits, and, upon the termination of this Trust, to a pro rata part of its assets, but shall not entitle the cestuis que trustent to the right to, in any manner, to manage or control the affairs of this Trust, nor shall any of the cestuis que trustent, at any time, be entitled to demand a liquidation of its affairs and a division of its assets.

14. The unit certificates of this Trust are transferable on the books of this Trust, when such certificates, properly endorsed, are surrendered by the owner in person or by agent, whereupon another certificate shall be issued to the owner or his or her assigns of like tenor, reading and effect, as the original.

15. It is provided that the Trustees and officers of this Trust may hold certificates of units of beneficial interests in their own names, as individuals, and that the holding of such certificates, shall not, in any way, operate to disqualify them, the said Trustees or officers, from acting as Trustees or officers hereunder, nor alter or change any of the provisions hereof.

16. Any purchaser of any of the units of beneficial interests of this company or any of the assets, shall not be required to see that the sums or amounts paid to this Trust by them, the said purchasers, are paid over to the cestuis que trustent, and are not to be held liable for the application of any sums or amounts paid to this Trust by them, the said purchasers.

17. This Trust agreement and all amendments or supplements thereto, or the appointment of any other Trustee or Trustees, shall be noted in writing and recorded in the County Records of Oklahoma County, Oklahoma, and in any other County where this Trust shall hereafter own any real estate.

18. It is further provided that, at any time hereafter, when and in the judgment of a majority of the Trustees, this Trust requires a re-organization under some other form of organization, then and thereupon the Trustees are authorized to change the form of this organization to some other form of organization and to legally transfer all of the assets of this Trust to the new organization.

In witness whereof: The undersigned Trustees, have set their hands and seal in token of their acceptance of the Trust herein specified for themselves and their successors, and assent and approve of said terms for themselves and their assigns on this the 26th day of January, A. D., 1931.

State of Oklahoma)	Signed Luther E. Mayes (seal)
County of Oklahoma)	Signed A. L. Roberts (seal)
) ss.	Signed Asa Lee Mayes (seal)

Before me, the undersigned, a Notary Public, in and for said County and State, on this the 26th day of January, A.D., 1931, personally appeared Luther E. Mayes, and A. L. Roberts of Oklahoma City, Oklahoma, and Asa Lee Mayes of Norman, Oklahoma, 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 own free and voluntary act and deed and for the uses and purposes therein set forth.

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

My commission expires March 7, 1933
(Notarial seal)

Billie Baird
Notary Public