

# THE PETROLEUM RESEARCH FUND

AGREEMENT dated the 26th day of October, 1944, BETWEEN SHELL OIL COMPANY, Incorporated, a corporation organized and existing under the laws of the State of Virginia, STANDARD OIL COMPANY OF CALIFORNIA, a corporation organized and existing under the laws of the State of Delaware, STANDARD OIL COMPANY, a corporation organized and existing under the laws of the State of Indiana, STANDARD OIL COMPANY, a corporation organized and existing under the laws of the State of New Jersey, THE TEXAS COMPANY, a corporation organized and existing under the laws of the State of Delaware, N. V. DE BATAAFSCHE PETROLEUM MAATSCHAPPIJ, a corporation of The Netherlands having its seat at Curacao, N. W. I. (hereinafter collectively referred to as the Donors), AND GUARANTY TRUST COMPANY OF NEW YORK, (hereinafter referred to as the Trustee).

WHEREAS the Donors have decided to establish a trust for charitable, scientific and educational purposes as hereinafter set forth to be known as "The Petroleum Research Fund",

NOW, THEREFORE, the Donors severally hereby assign, transfer and set over unto the Trustee and its successors in office hereunder the securities of Universal Oil Products Company, a corporation organized and existing under the laws of the State of Delaware (hereinafter referred to as Universal), set opposite their respective names below, the receipt of which securities is hereby acknowledged by the Trustee:

**Agreement**

**CREATING  
THE PETROLEUM RESEARCH  
FUND**

—  
**SHELL OIL COMPANY,  
INCORPORATED  
STANDARD OIL COMPANY OF  
CALIFORNIA  
STANDARD OIL COMPANY (Indiana)  
STANDARD OIL COMPANY (New  
Jersey)  
THE TEXAS COMPANY  
N. V. de BATAAFSCHE PETROLEUM  
MAATSCHAPPIJ  
AND  
GUARANTY TRUST COMPANY  
OF NEW YORK,  
Trustee.**

—  
**DATED OCTOBER 26, 1944.**

TO HAVE AND TO HOLD said securities and such additional property, if any, as may hereafter be added thereto by any person (said securities and any such additional property and the proceeds, investments and reinvestments thereof being hereinafter collectively called the Trust Fund) unto the Trustee and its successors in office hereunder,:

IN TRUST, NEVERTHELESS, for the charitable, scientific and educational uses and purposes hereinafter set forth.

FIRST: The trust hereby created shall be known as The Petroleum Research Fund and, subject to the provisions of Article FOURTH, shall continue in perpetuity.

SECOND: The purposes for which funds paid or distributed by the Trustee as hereinafter provided shall be used by any recipient thereof, and the conditions subject to which any such recipient shall receive any such funds, are as follows:

(a) The recipient shall use all funds so paid or distributed to it exclusively for advanced scientific education and fundamental research in the "petroleum field", which may include any field of pure science which in the judgment of the recipient may afford a basis for subsequent research directly connected with the petroleum field. Without limiting the generality of the foregoing, such education and research may include the exchange of scientists and university scientific students between American and foreign non-profit scientific or educational institutions, such as universities, and services incidental to fundamental research such as the translation of scientific literature relating to the petroleum field. The term "petroleum field" as used herein embraces (1) exploration for, and the production, transportation and refining of, petroleum, petroleum products and natural gas, and (2) the production and refining of substitutes for petroleum and petroleum products from natural gas, coal, shale, tar sands and like materials.

| <i>Name of Donor</i>                       | <i>Securities Transferred</i>  |
|--|--|
| Shell Oil Company, Incorporated            | \$173,437.50 principal amount "C" Notes, 65,402.865 shares Class A Common Stock, 33.33 shares Class C Common Stock, and 78.562 shares Class S Common Stock |
| Standard Oil Company of California         | 27,750 shares Class A Common Stock, and 66.67 shares Class C Common Stock  |
| Standard Oil Company (Indiana)             | \$1,156,250 principal amount "C" Notes, and \$953,906.25 principal amount "D" Notes  |
| Standard Oil Company (New Jersey)          | \$2,543,750 principal amount "C" Notes, and \$404,687.50 principal amount "D" Notes  |
| The Texas Company                          | \$1,503,125 principal amount "C" Notes, and \$953,906.25 principal amount "D" Notes  |
| N. V. de Bataafsche Petroleum Maatschappij | \$173,437.50 principal amount "C" Notes, 17,847.135 shares Class A Common Stock, and 21.438 shares Class S Common Stock                                    |

(b) Such advanced scientific education shall be carried on by or under the direction of the recipient or may be delegated by it to other non-profit scientific or educational institutions, such as universities, to be selected by the recipient.

(c) Such research shall be conducted by or under the direction of the recipient or the conduct of particular research projects may be delegated by it to other non-profit scientific or educational institutions, such as universities, to be selected by the recipient, but none of the results of any such research shall be turned into profit by the recipient or any such institution to which the conduct of any project shall be so delegated.

(d) Comprehensive reports of such research shall be made available by the recipient periodically, at least once in each year, to the public at large, and at such time copies of such reports shall be made available by the recipient to the Donors of the trust created by this Agreement.

(e) All publications of the results of such research shall give credit to the Donors of the trust created by this Agreement.

(f) Every patent, United States or foreign, that shall be taken out by or on behalf of the recipient or by or on behalf of any individual or institution acting at the direction of or on behalf of the recipient in carrying out such research shall be immediately dedicated to the public, royalty free.

(g) The recipient may invite proposals for research projects, or for educational or scientific work connected therewith, including proposals for fellowships. The Donors of the trust created by this Agreement may submit to the recipient proposals for such projects, work or fellowships. The recipient shall be free, however, to reject any proposal.

(h) All expenses in connection with the above-mentioned scientific education and research may be paid or reimbursed to the recipient out of any funds distributed or becoming distributable by the Trustee, but the recipient shall not devote any such

funds to its ordinary expenses.

The object of this Agreement is to create a trust to advance the public welfare in accordance with the laws of the State of New York relating to charitable trusts, and no part of the principal or income of the Trust Fund shall at any time be used for private profit or benefit. The detailed purposes hereinabove stated shall be construed and given effect accordingly.

Nothing herein shall be deemed to prevent the recipient, in its discretion, from investing any part of the funds received by it from the Trustee, pending determination by it of the best application to be made of such funds.

THIRD: The Trustee shall hold, manage, and, subject to the provisions of Article Fourth, invest and reinvest the Trust Fund, and shall collect and receive the rents, issues, interest and other income thereof, and

(a) so long as AMERICAN CHEMICAL SOCIETY, chartered by Public Act 358 of the 75th Congress of the United States (the present address of which is Washington, D. C.), or any successor corporation which shall undertake to carry on substantially all its activities in the field of scientific research and education (said society or any such successor being hereinafter referred to as the Society), shall be a Qualified Recipient, as hereinafter defined, the Trustee shall pay the net income of the Trust Fund to the Society; and

(b) if and when the Society shall have ceased to be a Qualified Recipient, the Trustee shall pay or distribute the net income of the Trust Fund to such Qualified Recipient or among such Qualified Recipients as the Trustee shall from time to time, in its absolute discretion, select.

The term "Qualified Recipient" shall mean a corporation or foundation:

(1) created or organized in the United States or in any possession thereof or under the law of the United States, or of any State or Territory, or of the District of Columbia, or of any possession of the United States, organized and operated exclusively for charitable, scientific, or educational purposes, no part of the net earnings of which inures to the benefit of any private shareholder or individual, and

no substantial part of the activities of which is carrying on propaganda, or otherwise attempting, to influence legislation;

(2) which shall at any time have filed with the Trustee a written instrument by which it shall have agreed that any funds which may at any time be paid or distributed to it by the Trustee will be received by it subject to all the conditions, and will be used by it exclusively for the purposes, specified in Article Second; and

(3) which shall not have filed with the Trustee a written instrument disclaiming any interest in or right to receive any distributions thereafter to be made by the Trustee.

The Trustee shall not be liable or accountable in any event for making any payment or distribution out of the net income of the Trust Fund to any corporation or foundation believed by it in good faith, at the time of its making such payment or distribution, to be a Qualified Recipient; nor, after making any such payment or distribution, shall the Trustee have any responsibility whatsoever in respect of the use or application of such funds by the recipient.

FOURTH: Universal is a corporation presently engaged primarily in research and development work in the petroleum field and the ownership and licensing of processes, patents and patent rights relating to the petroleum field. The Donors believe that the carrying on of such business is in the public welfare. It is, therefore, hereby provided that, anything in any other Articles of this Agreement contained to the contrary notwithstanding, but subject to the further provisions of this Article, the Trustee, unless and until it shall have been authorized or directed so to do by order of a court of competent jurisdiction, shall not

(a) sell or otherwise dispose of any of the securities of Universal at any time held by it hereunder, or

(b) cause or permit Universal to discontinue research and work in the petroleum field and the ownership and licensing of processes, patents and patent rights relating to the petroleum field.

It is the intention of this provision that

the Trustee shall be relieved of the foregoing restrictions only in case it shall be demonstrated to a court of competent jurisdiction that conditions shall have changed in such manner and to such extent that the public welfare will be no longer effectively served by such restrictions.

Nothing in this Article contained shall be deemed to prevent the Trustee from taking, and the Trustee is hereby expressly authorized to take at any time or from time to time in its absolute discretion, any action which it may deem advisable in the nature of, or for the purpose of effecting,

(1) any recapitalization or reorganization of Universal, so long as the same shall be on such terms that the Trustee will thereafter continue to hold the same proportion of the outstanding voting securities of Universal and of any other corporation resulting therefrom (including securities entitled to vote upon the happening of some contingency) as it held immediately prior to such recapitalization or reorganization; or

(2) the transfer of the entire Trust Fund and/or of all property and the business of Universal to a corporation or foundation which meets the requirements of clause (1) of Article Third (which may be a corporation or foundation at the time a Qualified Recipient hereunder), provided that in such case the transferee shall receive all property so transferred under the terms of an agreement which, in the judgment of the Trustee, will reasonably assure the continued accomplishment of the purposes of this Agreement and, in particular, the continued use and application of the net income of the Trust Fund and/or of such property and business in accordance with the provisions of Articles Second and Third and the carrying on of research and development work in the petroleum field and the ownership and licensing of processes, patents and patent rights relating to the petroleum field.

Upon completion of any transfer pursuant to clause (2) above, this Agreement shall terminate and the Trustee shall have no further responsibility hereunder or in connection herewith.

Whenever used in this Agreement, except where the context may otherwise require, the term "Universal" shall mean

Universal Oil Products Company hereinabove mentioned and any corporation resulting from any recapitalization or reorganization of said Company or of any such resulting corporation.

FIFTH: To such extent as may be consistent with the provisions of Article Fourth, the Trustee, in addition to the powers conferred upon it by law, is specifically authorized, in the administration of the Trust Fund, to exercise all rights and powers, of whatsoever nature, which would be vested in an absolute owner of any securities or other property at any time constituting or included within the Trust Fund. Without limiting the generality of the foregoing, the Trustee shall have, and may exercise from time to time in its absolute discretion, the power

(1) to retain any property received by it or at any time held by it hereunder, whether or not productive of income; to change investments and to invest and reinvest any moneys or other property received by it or at any time held by it hereunder in any property, of any nature and wheresoever situate, whether or not such property shall be authorized by the laws of any jurisdiction for the investment of trust funds and to hold any moneys uninvested whenever and so long as it shall deem it advisable so to do; and the Trustee shall not be liable for any loss or damage resulting from the retention of any property or resulting from any investment which it is authorized to make nor for holding uninvested any moneys which it shall have determined in good faith that it was advisable so to hold;

(2) to sell at public or private sale, and to exchange or to lease for any term or terms, all or any part of the property at any time held hereunder, for such considerations, in cash or on credit, and upon such terms and conditions as it shall deem expedient;

(3) to borrow money for any purpose in connection with the administration of the Trust Fund, to execute promissory notes or other obligations for amounts so borrowed, and to secure the payment of any and all amounts so borrowed by mortgage or pledge of any property at any time

forming a part of the Trust Fund;

(4) to register any securities at any time held hereunder, in its name as Trustee hereunder, or in its individual name, or in the name or names of one or more of its nominees, with or without indicating the trust character of the securities so registered or to hold any such securities in bearer form so that title thereto may pass by delivery;

(5) to vote or consent, in person or by proxy, for any purpose in respect of any securities at any time held hereunder; to enter into any voting trust or other similar agreement in respect thereof; to deposit any or all thereof under any deposit, merger, consolidation, reorganization or other similar agreement, or with any committee, depository or trustee; to accept hereunder any new securities, cash or other property issuable in exchange for or in respect of securities so deposited; to exercise or sell any rights of subscription or other rights accruing on or in respect thereof; and generally to take any and all action in respect thereof which it might or could take as absolute owner thereof, and to pay out of the Trust Fund any and all fees, assessments and expenses incurred in connection therewith; and

(6) to employ legal counsel, accountants, custodians and agents, and to determine and pay to them, out of income or principal, as the Trustee shall determine, such compensation as the Trustee shall deem reasonable.

The term "securities" whenever used in this Agreement shall be deemed to include bonds, mortgages, notes, debentures, obligations, warrants and stocks of any kind or class, including common stocks, and such other evidences of indebtedness and certificates of interest as are usually referred to by the term "securities".

The term "property" whenever used in this Agreement shall be deemed to include real, personal and mixed property of any and every kind and wheresoever situate, including, without limiting the generality of the foregoing, securities and commodities of any and every kind.

SIXTH: In distinguishing between income and principal hereunder the Trustee

shall have the power to determine whether and, if at all, to what extent, premiums on securities received or purchased at a premium shall be amortized and whether and, if at all, to what extent, account shall be taken of discounts.

All dividends received by the Trustee in stock of the corporation or association declaring the same, and all rights to subscribe to new or additional stock or other securities and the securities or other property received upon the exercise of any such rights and the proceeds of the sale of any such rights, shall be deemed to be principal. All dividends, other than liquidating dividends, received by the Trustee in cash shall be deemed to be income and treated accordingly. All other dividends (including liquidating dividends) received by the Trustee shall be allocated to principal or to income or shall be apportioned between principal and income in such manner as the Trustee shall deem equitable. Any allocation or apportionment which the Trustee may have determined in good faith to be in accordance with the foregoing provisions of this Article shall, when made by the Trustee, be binding and conclusive upon all persons having any interest in the Trust Fund.

Any and all income, including dividends (to the extent not deemed to be principal in accordance with the provisions of the preceding paragraph) declared and unpaid, which shall be received by the Trustee and which shall have accrued on securities or other property at the time of the delivery thereof to the Trustee, whether such delivery be at the time of the execution of this Agreement or at some later date, shall be treated as income.

SEVENTH: Universal is engaged in a highly technical business and it is understood that the Trustee does not hold itself out as possessing specialized knowledge in the field in which Universal operates. Accordingly, the responsibility of the Trustee as stockholder of Universal or of any other corporation any of the shares of stock of which may be held by it, with respect to the general operation of the property and business of any such corporation, shall be limited to the exercise of its best judgment in the selection of and voting for directors believed by the Trustee in good faith to be qualified for such office.

Anything herein to the contrary notwithstanding, the Trustee shall not at any time vote for or permit any person to be a director of Universal who, within the preceding five years shall have been an

employee, or within the preceding ten years shall have been an officer or director, of any of the Donors or any of their respective subsidiary or affiliated companies.

EIGHTH: The Trustee may in its discretion advise with legal counsel, who may or may not be counsel for any person interested under this Agreement, and it shall not be liable for any action in good faith taken or omitted to be taken in accordance with the opinion of such counsel.

NINTH: The Trustee, in its absolute discretion, may receive and hold hereunder, as an addition to the securities or other property at the time comprising the Trust Fund and as a part thereof, any securities or other property which shall be acceptable to the Trustee and which shall be transferred, assigned, delivered, devised or bequeathed to it by the Donors or by any other person.

TENTH: The Trustee may resign at any time by mailing written notice of resignation to the Society or, if the Society shall no longer be a Qualified Recipient, by taking such action as may at the time be authorized by the laws of the State of New York for the resignation of a trustee of an expressed trust and the appointment of a successor trustee. Any such resignation shall be effective upon the appointment and qualification of a successor trustee hereunder.

ELEVENTH: If the Trustee shall resign or be dissolved or otherwise become unable or disqualified to act hereunder, the Society, if then a Qualified Recipient, may, by instrument in writing, appoint a successor trustee or successor trustees hereunder or, if the Society shall not then be a Qualified Recipient or shall fail to make such appointment, a successor trustee or successor trustees shall be appointed by a court of competent jurisdiction in such manner as shall then be authorized by the laws of the State of New York. Any successor trustee hereunder may be a corporation or a natural person and such provision may be made for a successor trustee or successor trustees to follow the trustee or trustees initially appointed as the Society or the Court making the order, as the case may be, may deem advisable and may prescribe in such instrument or order.

Any corporation which shall, by merger, consolidation, purchase or

otherwise, succeed to substantially all the personal trust business of any corporation which shall at the time be the trustee hereunder shall, upon such succession and without any appointment or other action by any person or court, be and become the trustee hereunder.

Wherever used in this Agreement, except where the context may otherwise require, the term "Trustee" shall mean the trustee or trustees from time to time in office hereunder; and in any provisions relative to the Trustee, words in the singular form shall, so long as there shall be more than one trustee hereunder, include the plural and words in the neuter form shall include the masculine and the feminine.

TWELFTH: The Trustee shall be entitled to, and from time to time may retain and also may be paid from income or principal or both, reasonable compensation for its services hereunder irrespective of amounts to and rates at which trustees may at the time be entitled under applicable statutory provisions. If and when the Society shall cease to be a Qualified Recipient, the Trustee may, at its election and in lieu of compensation determined in accordance with the preceding sentence, receive as compensation for its services hereunder fees or commissions which shall be in such amounts and which shall be paid or retained in such manner and at such time as shall be prescribed from time to time by the laws of the State of New York applicable to a trustee of an expressed trust.

THIRTEENTH: No bond or other security shall be required of the Trustee, including any successor or successors to the Trustee named herein, in any jurisdiction.

FOURTEENTH: So long as the Society shall be a Qualified Recipient, the Trustee shall, within ninety days following the close of each calendar year or such fiscal year as the Trustee may select, file with the Society an account of the transactions in respect of the Trust Fund during such year. Upon the expiration of ninety days from the date of filing such account the Trustee shall be forever released and discharged from any liability or accountability to any one with respect to the transactions shown in such account except with respect to any transactions as to which the Society shall, within such ninety day period, file with the Trustee a written statement setting forth its objections. Nothing in this Article

contained shall, however, limit the right of the Trustee to have its accounts judicially settled at such time or times as it may deem advisable.

FIFTEENTH: The Donors, by the execution and delivery of this Agreement, completely surrender all interest in and rights of supervision of any kind whatsoever over the Trust Fund and shall not be deemed to have any rights by way of reverter or otherwise or rights which they might otherwise have to enforce the trust created by this Agreement, it being stipulated that the enforcement of the trust created by this Agreement shall be vested in the Supreme Court of the State of New York.

SIXTEENTH: The Trustee may, at any time or from time to time, apply to the Supreme Court of the State of New York

(a) as contemplated by Article Fourth; or

(b) for the purpose of obtaining a construction of this Agreement or the resolution of any questions which may arise under or in connection herewith; or

(c) for the purpose of the settlement of the accounts of the Trustee; or

(d) for the purpose of, or in connection with, any resignation by the Trustee and the appointment of a successor or successors; or

(e) for any other purpose permitted by law in connection herewith;

but, except as hereinabove specifically required, the Trustee shall not be under any duty to institute, at any time, any judicial proceeding of the nature contemplated by this Article or to appeal from any order which may be made in any such proceeding and the Trustee shall not be liable in any event for failure to institute any such proceeding or for any action which it may take in good faith in reliance upon any order made in any such proceeding regardless of whether or not the time to appeal from any such order shall have expired.

To the extent that the parties hereto may validly so provide, it is hereby agreed that in any action or proceeding brought in any court the only necessary parties shall

be the Trustee, the Attorney General of the State of New York or his representative and, so long as the Society shall be a Qualified Recipient, the Society; and that any order, judgment or decree which shall be entered in any such action or proceeding shall be valid and binding on all persons having or claiming any rights or interests under or in connection with this Agreement or the administration of the trust created hereby, without the necessity of joining or giving any notice to the Donors or any other persons whomsoever.

SEVENTEENTH: The Trustee by joining in the execution of this Agreement signifies its acceptance of the trust hereby created upon the terms herein set forth.

EIGHTEENTH: This Agreement may be executed by the respective Donors in two or more separate counterparts which together shall constitute but one and the same instrument. This Agreement shall take effect upon the execution of one or more counterparts thereof by the respective Donors and the Trustee, and the delivery to the Trustee of the securities of Universal hereinabove described.

IN WITNESS WHEREOF, the Donors and the Trustee, by their respective officers thereunto duly authorized, have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested, all as of the day and year first above written.

Shell Oil Company, Incorporated,  
By E. C. Peet  
[Corporate Seal] Vice-President.  
Attest:

C. S. Gentry  
Secretary.

Standard Oil Company Of California,  
By H. D. Collier President.  
Attest:

R. G. Follis  
Vice-President.

Standard Oil Company (Indiana),  
By Amos Ball  
[Corporate Seal] Vice-President.  
Attest:

W. C. Ewald  
Assistant Secretary.  
Standard Oil Company (New Jersey),  
W.R.C.

By Frank W. Abrams  
[Corporate Seal] Vice-President.  
Attest:

J. E. Lindroth  
Asst. Secretary.

The Texas Company,  
By M. Halpern  
[Corporate Seal] Vice-President.  
Attest:

W. E. Elicker  
Asst. Secretary.

Approved  
R.J.D.  
O.J.D.

N. V. De Bataafsche Petroleum  
Maatschappij,

By Frank J. Hopwood  
Attorney-in-fact.  
(Donors)  
Guaranty Trust Company Of New York,  
By A. Nye Van Vleck  
Vice-President.

[Corporate Seal] (Trustee)  
Attest:

Jos. A. Bucher  
Assistant Secretary.

American Chemical Society, the corporation referred to in clause (a) of Article Third of the foregoing Agreement, hereby represents to Guaranty Trust Company of New York, as Trustee under said Agreement, that it is a corporation having the qualifications referred to in clause (1) of said Article THIRD and having the necessary corporate powers to carry out this undertaking, and hereby agrees with said Trustee that any funds which may at any time be paid or distributed to it by said Trustee pursuant to the provisions of said Agreement will be received by it subject to all the conditions, and will be used by it exclusively for the purposes, specified in Article SECOND of said Agreement.

The Society may at any time disclaim any interest in or right to receive any distributions thereafter to be made by the Trustee under said Agreement by filing with said Trustee a written instrument of the nature contemplated by clause 3 of Article THIRD of said Agreement.

AMERICAN CHEMICAL SOCIETY  
By Thomas Midgley, Jr.  
[Corporate Seal] President.  
Attest:

Charles L. Parsons  
Secretary.