

the net earnings from time to time received by them but the amount of such dividends and the payment of them shall be wholly within the discretion of the Trustees.

Except that the dividends so declared shall be paid annually, provided, however, that the dividends on the fifty thousand (50,000) units of this trust hereinbefore described and set out shall be paid to the aforesaid subscriber and owner thereof according to the terms of these articles.

SIXTEENTH, The fiscal year of the Trustees shall end on the 31st day of December, in each year.

SEVENTEENTH, The death of a unit holder or Trustee during the continuance of this trust shall not operate to determine the trust nor shall it entitle the representative of the deceased unit holder to an accounting or to take action in courts, or elsewhere, against the Trustees; but the executors, administrators or assigns, of any of the deceased unit holders, shall succeed to the rights of the said deceased, under this trust upon surrender of the certificate of units owned by said deceased.

The ownership of units hereunder shall not entitle the unit-holders to any title in the trust property whatsoever, or right to call for a partition or division of the same or for an accounting.

EIGHTEENTH, The Trustees shall have no power to bind the unit holders personally, or the subscriber and his assigns; and all persons and corporations extending credit, to, contracted with or having any claim against the Trustees shall look only to the funds of the property of the trust for the payment of such contract or claim or for the payment of any debt, damage, judgment, or for any money that may otherwise become due and payable to them from the Trustees so that neither the Trustees nor the unit holders shall be personally liable therefor.

In every written contract, order or obligation which the Trustees shall give or enter into or shall otherwise incur in the execution of this trust it shall be the duty of the trustees to stipulate that neither the Trustees nor the unit holders shall be held to any personal liability under or by reason of such contract, order or obligation.

ALL CERTIFICATES, CONTRACTS, STATIONERY AND BUSINESS DOCUMENTS OR INSTRUMENTS USED BY THE TRUSTEES IN THE EXECUTION OF THEIR TRUST, SHALL BEAR CERTAIN DESIGNATED PRINTING OR ENGRAVING (the style of which shall be within the discretion of the Trustees) TO BE NOTICE PER-SEE THAT THE "TULSA WHOLESALE DRUG COMPANY" IS A TRUST ORGANIZATION.

NINETEENTH, (a) This trust shall continue for the term of twenty one years (21) at which time the then board of Trustees shall wind up its affairs, liquidate its assets and distribute the same among the holders of the units held under and by virtue of this Trust; PROVIDED HOWEVER, that if immediately prior to expiration of said period the Trustees at a meeting called for that purpose by a majority vote determine to terminate or continue this trust, then said trust shall either terminate or continue for such further period as may be determined. (b) For the purpose of winding up the affairs and liquidating the assets of the Trust, the then board of Trustees shall continue in office until such duties shall have been duly performed. (c) This agreement and declaration of trust may be amended or altered in the event such amendment or alteration becomes necessary and imperative to the amendment or alteration becomes necessary and imperative to the expedient execution of this trust, except in regard to the liability of the Trustees or unit-holders at an annual meeting of the Trustees by unanimous vote of the Board of Trustees and such amendment or alteration shall be an-