

Twelfth: The Trustees shall have no power to bind the shareholders personally, and the subscribers and their assigns and all persons or corporations extending credit to, contracting with, or having any claim against the Trustees, whether arising out of contract or tort, shall look only to the funds and property of the trust for the payment under such contracts or claims or for any debts, damages, judgments or decrees, or for any money that may otherwise become due and payable to them from the Trustees. So that neither the Trustees nor the shareholders, present or future, shall be personally liable therefor.

In every written order, contract or obligation which the Trustees shall give, make or enter into, it shall be the duty of the Trustees to stipulate that neither the Trustees nor the shareholders shall be held to any personal liability under or by reason of such contract, order or obligation.

Liability to third persons for any act, omission or obligation of a Trustee or Trustees when acting in such capacity shall extend to the whole of the trust estate held by such trustees, or so much thereof as may be necessary to discharge such liability and no personal liability shall attach to the Trustees or the beneficiaries of such trust for any such act, omission, obligation or liability.

Thirteenth: This trust shall continue from the date hereof for a term of twenty-one (21) years, at which time the then Board of Trustees shall proceed to wind up its affairs, liquidate its assets and distribute the same among the holders of the shares, according to the values and priorities therein expressed, provided, however, that if prior to the expiration of said period and upon the request of the Trustees the holders of at least two-thirds of the shares then outstanding shall, in written response to the request of the Trustees, express their desire to terminate or continue this trust, then said trust may, by resolution of the Trustees, either terminate or continue in existence for a further like period, or for such shorter period as may then be determined.

For the purpose of winding up the affairs and liquidating the assets of the trust, the then Board of Trustees shall continue in office after the expiration hereof, until such duties shall have been fully performed.

This agreement and Declaration of Trust may be altered or amended, except as regards the liabilities of the Trustees or the shareholders, at an annual meeting of the Trustees, provided that before such amendment can be made the Trustees shall give notice of the proposed amendment or alteration to each shareholder, and the holders of at least two-thirds of the shares then outstanding shall consent in writing to such alteration or amendment, but the shareholders shall have no right amend said trust agreement or to require the Trustees to amend the same, and any amendment or alteration, when so made by the Trustees, shall be evidenced by a proper resolution of the Trustees, certified to and acknowledged by all of said Trustees, and a copy thereof shall be filed in the office of the Recorder of Deeds or other officials where this instrument has been filed, or may by law be required to be filed and said amendment or alteration shall also be attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the said S. B. Hibbard, as Subscriber, and the said Robert H. Wood, Homa Wood and S. B. Hibbard as Trustees hereinbefore mentioned, have hereunto set their hands and seals in token of their acceptance of the trust herein specified, for themselves and their successors, and the said S. B. Hibbard, as Subscriber, has hereunto set his hand and seal in token of his assent and approval of said terms of the trust for himself and his assigns, and for all future holders of certificates herein,