

special meeting, called for that purpose, increase the Board of Trustees to three, five, seven or nine members, and the Trust Estate shall rest in the Additional Trustees, in connection with the one already in office, the same as if they were original parties to this instrument; and the Trustees herein mentioned shall hold office until the annual meeting, or until their successors have been appointed and have accepted their trust.

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FOURTH. The Trustee is authorized to employ all necessary or proper agents, servants, brokers, attorneys, employees or counsel, to carry into effect the purpose of the Trust herein contained, and to protect and preserve the same, and to provide and pay out of said trust estate the compensation, fees, commissions, or expenses incurred in the management thereof. To contract for and on behalf of said Trust Estate, and to bind the same and its property to the performance of such contracts; to borrow money on behalf of such Trust Estate on such terms and conditions as said Trust shall deem best, and to bind said Estate and its assets to the payment of such indebtedness and to pledge and incumber and property of said Estate, whether real, personal or mixed, for the security of the indebtedness so incurred, under such terms and conditions as to the Trustee may seem best, and to agree upon, approve, and fix, execute and deliver in the name and on behalf of the said Trust Estate, any deed, pledge, mortgage, bond, note, endorsement or guarantee, trust deed, or any other instrument which may be necessary or proper to carry out the terms of this instrument. But neither the said Trustee nor the said Unit Holders, nor any of them shall be in any manner personally liable by virtue of any contract, note, bond, deed of trust, mortgage or other instrument executed under the terms of this paragraph, but the same shall fully bind the property of the said Trust Estate for the performance thereof.

(B) The said trustee is hereby authorized to do, or cause to be done in any lawful manner, all the things which are incidental, necessary or proper to carry fully into effect all of the purposes herein enumerated or powers hereby conferred, the general authority given being intended to control and make fully effective the power and authority of the Trustee under this instrument, notwithstanding the specific enumeration and description herein.

(C) It is expressly understood that all expense incurred by said Trustee in carrying out the terms hereof, as well as all liabilities incurred by him in the execution of said trust, whether arising from contract or tort, shall be considered as expenses of executing said Trust, which shall first be paid out of the assets and properties thereof, and which shall be a first and prior lien against the said Estate and property, superior to all others.

(D) The said Trustee shall, in his own name, as Trustee of said Estate, bring any suit or action which in his judgment shall be necessary or proper to protect said estate or to enforce any contract made for the benefit thereof, and to defend in his discretion any suit or action against said estate or against the Trustee thereof. The said Trustee is expressly authorized to bring or defend such suit in his discretion, or to compromise and settle any suit, claim or controversy in which the said Estate is interested, as to him may seem best, and to discharge the same out of said Estate and its assets; and he is specifically authorized to pay or transfer out of the said Estate and its assets, all sums of money or property necessary to discharge any judgment against him in his capacity as Trustee, together with all court costs, or other costs, including counsel