

Said accumulations shall be distributed pro rata as dividends to the holders of certificates or units issued hereunder, subject to the following conditions,- That no unit hereunder is entitled to receive or have credited to it any dividend until such unit has been duly issued by the trustees as herein before provided. Further that said trustees shall retain fifty (50%) per cent of the earnings and accumulations of said trust, and reinvest it for the benefit of the trust to become a part of the trust capital, and only the remaining fifty per cent be divided as dividends.

IX.

Units hereunder shall give to the holders only the rights conveyed in this instrument and in the certificate thereof specifically set forth. The death of a unit holder during the continuance of this trust shall not operate to determine this trust nor shall it entitle the heirs and legatees of the deceased unit holders to any accounting or to take any action in the courts or else where the trustees to determine this trust or otherwise, and the death of any unit holder shall not vest in the representatives, heirs or legatees of such deceased unit holder any interest in the corpus of the trust estate, but the heirs, executors, administrators, legatees, or assignees of any decedent unit holder shall succeed to the rights of said deceased under this trust, upon the surrender of the certificate of units owned by them and secure a proper transfer thereof on the books of the trustees.

The ownership of the units hereunder shall not vest in the unit holder, any title in or to the trust property whatsoever, or right to call for partition or division of the same or for an accounting, and no unit holders shall have any other or further rights than the rights of the stock holder in a corporation, so far as the same may be applicable.

X.

The Trustees shall have no power to bind the unit holders personally, or to call upon them for payment of any sum of money for any assessment whatever, other than such sums as they may at any time personally agree to pay by way of subscribers to new units or otherwise. All persons or corporations extending credit to, contracting with or having any claim against the trustees shall look to the funds and property of the trust for payment of any debts, damages, judgement, or decree, or of any money that may otherwise become due or payable to them from the trustees, so that neither the trustees nor unit holders, present, or future shall be personally liable therefor.

In every written order, contract or obligation which the trustees shall give, authorize or enter into, it shall be the duty of the trustees to stipulate or cause to be stipulated that the trustees shall not be held to any personal liabilities under or by reason of such order, contract or obligation.

It further is understood and agreed that in case any trustee shall at any time for any reason be held to or be under any personal liabilities, such trustee, not due to his action in bad faith, then such trustee shall be held harmless and indemnified out of the trust estate from any of all loss, cost, damage, or expense by reason of such liabilities, and if at any time the trust estate shall be insufficient to provide for such indemnity and to satisfy all liabilities of any claims upon it, then the trust estate shall in preference and prior to any and all other claims and liens, whatsoever, except mortgages and except as otherwise expressly provided by law, be applied first to the indemnification of the trustees for any loss, cost, damage or expense in connection with any personal liabilities which they may be under or have incurred, except as aforesaid.

XI.

This trust shall continue for the term of twenty (20) years at the expiration of which time the trustees shall be proceed to wind up its affairs, liquidate its assets,