

not for losses arising out of any investment; nor for the acts or omissions to act performed or omitted by them in the execution of their Trust in good faith; nor shall they be liable for the acts or omissions to act of any employee, agent, official, Committee, Board of Representatives employed or appointed by or acting for or with them, and they shall not be obliged to give bond for the due Performance of their Trust.

(d) The Trustees shall keep a complete record of the receipts and disbursements of all funds and property at any time belonging to their Trust, and shall furnish the Subscribers with Quarterly and Annual reports showing the physical condition of the Trust estate.

FIFTH.

(a) Common shares hereunder shall be expressed of the value of Ten Dollars (\$10.00) each.

(b) As evidence of ownership of such shares, the Trustee shall issue or cause to be issued unto each subscriber or assigns, a negotiable certificate or certificates, in which shall be specified the number of shares by him or her owned which certificates shall contain, in substance, the essence of the foregoing provisions.

(c) In case of loss or destruction of any certificates for shares issued hereunder, the Trustees, under such conditions as they may deem expedient, may issue new Certificates in the place of those lost or destroyed, but shall keep a record thereof.

SIXTH.

(a) The death of a Subscriber or Trustee, during the continuance of this Trust shall not operate to terminate the same, nor shall it entitle the representative of the deceased subscriber to an accounting, or to take action in the courts or else where against the Trustee, but the Executor, administrator or assign of any deceased subscriber under this Trust shall succeed to the rights of said deceased subscriber hereunder, upon surrender of the certificates for shares by him or her owned and new certificates be issued.

(b) The ownership of shares issued hereunder shall not entitle the holder thereof to any individual title to the Trust Estate whatsoever or the right to call for a partition or division thereof, or for an accounting, or any voice of control whatsoever of the Trust Property, or the management thereof, of the business connected therewith by the trustees.

SEVENTH.

(a) The Trustees shall have no power to bind the subscribers personally, and subscribers and their assigns, and all firms, corporations, individuals or others extending credit to them, contracting with, or having any claim against the Trustees shall look only to the property and funds of the Trust for the payment of any debt, damage, judgement, decree or ^{of} any money that may otherwise become due and payable unto them from the Trustees, or that neither the trustees or the Subscribers, present or future, shall ever become personally liable therefor.

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

EIGHTH.

THIS AGREEMENT AND DECLARATION OF TRUST SHALL continue in force until terminated by the said J. R. Murray, Roy Murray and R. M. Dick, their successors, administrators, executor, or assigns by liquidating the assets of the Trust Estate and distributing the proceeds thereof among the then holders of shares issued hereunder; as hereinbefore provided, however, that the duration of this Trust shall in no event continue for a period of time extending beyond twenty one (21) years from the date of the death of the said J. R. Murray