

(d) The fiscal year of the Trustee shall end on the thirty first day of October in each year, after which date the Trustee shall submit his annual report unto the subscriber; either in person or by mail to their last registered address.

FOURTH (a) The Trustee may make, adopt, amend, alter or repeal such by-laws, rules and regulations, not inconsistent with the terms of this instrument, as he may deem necessary, to the government of himself, his agents, employees or representatives.

(b) The Trustee may employ, engage, hire, appoint and discharge such skilled and common labor, agents, salesmen, managers, superintendents, officers, Advisory Board and Committees, assistants and representatives as he may deem necessary to properly operate and conduct the affairs of the Trust Estate, and is hereby empowered and authorized to fix and pay the compensation thereof.

(c) The Trustee shall not be liable for error of judgement in acquiring, holding, developing, operating or disposing of any property for the benefit of his Trust; nor for losses arising out of any investment, nor for the acts or omissions to act, performed or omitted by him in the execution of his Trust in good faith; nor shall he be liable for the acts or omission to act of any employee, agent, official, Committee, Board or representatives employed or appointed by or acting for or with us, and he shall not be obliged to give bond for the due performance of his Trust,

(d) The Trustee shall keep a complete record of the receipts and disbursements of all funds and property at any time belonging to his Trust, and shall furnish the subscribers with quarterly and annual reports showing the physical condition of the Trust Estate.

FIFTH (a) The 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 Trustee, under such conditions as he 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 of elsewhere 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 certificate issued.

(b) The ownership of shares issued hereunder shall not entitle the holder hereof 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 or control whatsoever of the Trust property, or the management thereof, or the business connected therewith by the Trustee.

SEVENTH. (a) The Trustee shall have no power to bind the subscribers personally, and the subscribers and their assigns, and all firms, corporations, individuals or others extending credit to him, contracting with, or having any claim against the Trustee, 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 Trustee, so that neither the Trustee or the subscriber, present or future, shall