

"This obligation (contract or undertaking, as the case may be) is made (or issued) by the undersigned, not individually, but as Trustee under a certain Agreement and Declaration of Trust, and hereby made a part hereof, and is enforceable only against, and is payable out of, the trust property held thereunder, any and all personal liability of the Trustee and holders of beneficial interests thereunder being and having been expressly waived by the holder hereof."

Section 4: The Trustee shall not be liable for errors of judgment in exercising any of his powers or discretion under this Declaration of Trust, nor for any loss arising out of any investment, nor for failure to sue for or to collect any moneys or property belonging to this trust, nor for any act or omission to act, performed or omitted by him, in the execution of his powers or discretion, in good faith, and he shall be answerable and accountable only for his own several acts, receipts, neglects and defaults, and not for those of any agent employed by him, or for any bank, trust company, broker or auctioneer or other person, with whom, or into whose hands, any trust moneys, property or securities may be deposited or come.

Article IV.

The Trustee may acquire, own, hold, and dispose of shares of interest in this trust to the same extent as if he were not a Trustee, without being disqualified to act as Trustee, and while owning or holding such shares on his personal account, as holder of beneficial interests, shall be entitled to the same rights, privileges, and interests as any other holder of beneficial interests, and shall be chargeable with no liability because he is both a Trustee and a holder of beneficial interests hereunder.

Article V.

Section 1: No recourse shall at any time be had, under, or upon any note, bond, contract, instrument certificate, undertaking, obligation, covenant, or agreement issued or executed by the Trustee under or pursuant to the terms of this Declaration of Trust, or in managing the trust estate, or by any legal representative or employe of the Trustee, or by reason of anything done or omitted to be done by him, against the Trustee individually or against any legal representative or employe or any holder of beneficial interests, or the holder of any other security issued by the Trustee, either directly or indirectly, by legal or equitable proceeding, or by virtue of any suit or otherwise, except only to compel the proper application or distribution of the trust estate, it being expressly understood and agreed that (a) this Declaration of Trust and all obligations and instruments executed thereunder, are executed pursuant thereto by the Trustee; that (b) any acts done or omitted to be done by him are solely the obligations, instruments, acts and omissions of, or in respect of, the Trust estate, and that (c) all the obligations, instruments liabilities, covenants and agreements, acts and omissions of the Trustee shall be enforced against and be satisfied out of the trust estate only, or such part thereof as shall under the terms and provisions of this Declaration of Trust be liable for or chargeable therewith. And all personal and individual liability of the Trustee, except as above stated, and of all his agents, representatives and employees, and of the holders of beneficial interests are hereby expressly waived and negatived. The Trustee and his agents are not authorized to contract any debt, or do anything which will charge the holders of beneficial interests, or bind any or all of them personally.

Section 2: No corporation, trust, association, or body politic shall be affected by notice that any of its shares of stock or bonds or other securities are subject to this trust, or be bound to see to the execution of this Trust or to ascertain or inquire whether any transfer of any such shares, bonds or securities by the Trustee is authorized by this trust,