

COMPARED

XVII.

That no unit holder in this trust shall ever be personally liable for any debt, demand, or obligation of this trust of any kind whatsoever, whether arising out of contract or not, and neither the trustee or any agent or attorney appointed or elected by him shall ever have any right or authority to bind any unit holder, personally or by any contract, agreement or otherwise. The trustee shall give such notice as may be necessary of this limited liability of the unit holders of this trust, to the person, firm or corporation with whom this trust may deal; and in every written contract entered into by the trust or in its behalf, reference shall be made to this declaration of trust, and such contract shall contain a covenant or agreement on the part of the other parties to the contract that such party or parties will look only to the funds and properties of the trust for the satisfaction of all claims and demands arising from or out of such contract and for all debts, engagements, contracts, and liabilities of any kind of character incurred by this trust; the funds and properties of this trust shall stand primarily charged to the end that the unit-holders of this trust may be protected from personal liability.

It is further expressly agreed that in case the trustee of this trust or any unit holder shall, at any time, for any reason, be held to be under any personal liability, as a trustee or unit holder, not due to his acts in bad faith, then such trustee or unit holder shall be held harmless and be indemnified out of the trust estate from any and all loss, cost, damage or expense by reason of such liability, and if, at any time, the trust estate shall be insufficient to provide for such indemnity and to satisfy all liability of and claims upon it, then the trust estate shall, in preference and priority over any and all claims or liens whatsoever, except mortgages and except as otherwise expressly provided by law, be applied first, to the indemnification of the trustee from any loss, cost, damage or expense in connection with any personal liability which he may be under, or have incurred except as aforesaid; next to the indemnification of the same manner to the unit holders of this trust in the same manner as for the indemnification of the trustee, as aforesaid.

XVIII.

It shall be the duty of the trustee to fulfill, and diligently administer this trust and to keep correct and accurate records, and accounts of all business transactions and to exercise prudence and economy in the transaction of the business of this trust, to act in good faith and only for the best interest of the trust in all business transactions in its behalf, to diligently care for and keep the property of the trust, and at the termination of the same to render and deliver all the properties and funds of the trust, and in all things to so handle the funds and properties of this trust as diligent and prudent men acting in their own behalf; the trustee herein appointed by signing this instrument and his successors, by accepting this trust, bind themselves so to do.

XIX

That all salaries of the trustee herein or all agents or servants appointed by him, actively engaged in administering this trust, and who shall be entitled to reasonable compensation for their services and all expenses incurred in administering this trust, and in carrying out the purpose for which it was created, as well as the expense of safely keeping and caring for the trust property, shall be proper charges on the trust funds and shall be paid therefrom. The trustee shall pay such dividends from time to time from the profits accruing from the operations of this trust which shall to him seem best.

IN WITNESS WHEREOF, P. A. Lougarre, trustee hereinbefore mentioned, has hereunto set his hand in token of his acceptance of the trust hereinbefore mentioned for himself and