

under such terms and conditions as to the trustees may seem best, and to agree upon, approve, and fix, executed and delivered, in the name and on behalf of the said trust estate, any deed, pledge, mortgage bond, note, indorsement, or guaranty, trust deed, or any other instrument which may be necessary or proper to carry out the terms of this instrument. But neither the said trustees nor the said certificate holders, nor any of them, shall be in any manner personally liable by virtue of any contract, note, bond, deed of trust, mortgage, or other instrument, executed under the terms of this paragraph, but the same shall fully bind the property of the said trust estate for the performance thereof.

The said trustees are hereby authorized to do, cause to be done, in any lawful manner, all the things which are incidental, necessary, or proper to carry fully into effect all of the purpose herein enumerated or powers hereby conferred the general authority given being intended to control and make fully effective the power and authority of the trustees under this instrument, notwithstanding the specific enumeration and description thereof herein.

It is expressly understood that all expenses incurred by said trustees in carrying out the terms hereof, as well as all liabilities incurred by them in the execution of said trust, whether arising from contract or tort, shall be considered as expenses of executing said trust, which shall first be paid out of the assets and properties thereof, and which shall be a first and prior lien against the said estate and property, superior to all others.

The said trustees shall, in their own names as trustees of said estate, bring any suit or action which in their judgment shall be necessary or proper to protect said estate or to enforce any contract made for the benefit thereof, and to defend in their discretion any suit or action against said estate or against said estate or trustee thereof. The Trustees shall have full power to invest and reinvest the trust estate its profits, income, increase, surplus, or avails, subject to the terms of this instrument.

The trustee shall hold the legal title to all property at any time belonging to their trust and shall have and exercise the exclusive management and control of the same, and the right of the said trustees to manage, control and administer the said trust estate shall be absolute and unconditional, free from the control or management of the certificate holders.

So far as strangers to this trust are concerned, a resolution of the trustees authorizing a particular act to be done shall be conclusive evidence in favor of such strangers that such act is within the powers of said trustees and no purchaser from the trustees or one loaning money to the trustees shall be bound to see to the application of the purchase money or loaned money or other consideration paid or delivered by or for said purchaser or lender to or for said trustees.

Fifth. Stated meetings of the trustees shall be held at least once every month and other meetings shall be held from time to time upon the call of either of the trustees.

They may make, adopt, amend or repeal any by-laws, rules and regulations not inconsistent with the terms of this instrument, as they may be necessary for the conduct of their business or for the government of themselves, their agents or representatives. The trustee shall cause to be kept a record of all meeting of the beneficiaries and of the trustees, which record shall be similar in character and of the effect of that kept in case of corporation, and so far as strangers to this trust are concerned, shall be conclusive against the trustees of the fact and doings therein stated.

Any trustee may acquire, own and dispose of beneficial interests in this trust to the same extent as if he were not a trustee thereof. Any trustee may be removed for just cause. The term "just cause" as used in this paragraph shall mean any cause which is detrimental to the trust estate other than political, racial or religious.