

value of such certificates. The business of such special meetings shall be confined to the object specified in the notice given therefor. Notice of the time and place of all meetings of the owners of trust certificates shall be given, by mail at least ten days before such meetings, unless such meeting is waived in writing.

XV

At all meetings of the shareholders, each holder of shares shall be entitled to one vote for each share held by him, and any shareholder may vote by proxy.

XVI

No business except to adjourn shall be transacted at any meeting of the shareholders unless a majority of all the shares outstanding are present in person or by proxy.

XVII

The Trustees shall have no power to bind the shareholders personally and the subscribers and their assigns and all persons or corporations extending credit to, contracting with, or having any claim against the Trustees, shall look only to the funds and properties of the Trust for payment under such contract or claims or for any debts, damages, judgment or decrees, or for any money that may otherwise become due and payable to them from the Trustees so that neither the Trustees nor the shareholders, present or future, shall be personally liable therefor, and in connection herewith, it is hereby declared that the provisions of Section 4 of said act enabling this estate is hereby accepted and applied, to-wit: liability to third persons for act, omission, or obligation of a Trustee or Trustees of this Trust, when acting in such capacity, shall extend to the whole of the Trust Estate held by such Trustee or Trustees, or so much thereof as may be necessary to discharge such liability, but no personal liability shall attach to the Trustee or the beneficiaries of such Trust for any such act, omission or liability.

XVIII

If prior to the expiration of the said period of twenty-one years during which this Trust is to continue the holder of at least two-thirds of the share then outstanding, shall at a meeting called for the purposes, vote to terminate this Trust, then the said Trust shall terminate and the Trustees shall proceed to wind up its affairs, liquidate its assets and distribute the same among the holders of its shares according to the value and priorities therein expressed.

XIX

The Trustee shall have full power at any time, pending final termination of this Trust, to transfer the whole or any part of the property then held by them hereunder to The Braden Company, Inc., or to any corporation which they may acquire or cause to be organized for the more convenient or expedient holding or management of the property, taking any securities issued by such corporation in exchange and payment therefor, and the Trustees, or any of them, may at any time, be, or become, directors or officers of any corporation, any shares of which are held by them.

XX

This agreement and Declaration of Trust may be amended or altered, except as regards the liabilities of the Trustees, at any annual or special meeting of the shareholders with the consent of the holders of at least two-thirds of the shares issued and then outstanding; provided notice of the proposed amendment or alteration shall have been given in the call for the meeting; and in case of such alteration or amendment, the same shall be attached to and made a part of this agreement, and a copy thereof shall be filed in the proper recording

457