

Section 2: The receipt of the trustee or any of the agents, representatives, or employees thereunto authorized, for moneys or property paid or delivered to them or any of them shall be an effectual discharge therefrom to the persons paying or delivering the same, and no person taking such receipt shall be bound to see to the application of such moneys or property, and no purchaser or person dealing with the Trustee shall be bound to see that the terms of this trust are complied with, or to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed or otherwise as to the purpose or regularity of any of the acts of the Trustee.

Section 3: Every note, bond, contract, instrument, certificate, share or undertaking, and every other act or thing whatsoever executed or done by the Trustee in connection with this trust, shall be conclusively taken to have been executed or done only in his capacity of Trustee under this Declaration of Trust, and such Trustee shall not be personally liable thereon. Every note, bond, contract, instrument, certificate, share or undertaking made or issued by the Trustee shall recite that the same is executed or made by him, not individually, but as Trustee under this Declaration of Trust and may contain any further recital which he may deem appropriate. And every written obligation, contract, or undertaking made or issued by the Trustee shall provide expressly, in substance or effect, as follows:

"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 only 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