

that purpose may set aside and invest from time to time in the furtherance of any purposes of the Trust Estate such sum or sums as to him seems proper out of the net income and such reserve fund, he may, in his discretion, distribute in whole or in part as net income at any time later. The Trustee may from time to time in his discretion determine which of the receipts and expenses shall be treated as capital and which net income, and in making such determination he shall be guided by the interests of this Trust Estate and the tenets of this Declaration.

#### COMPARED

AGREEMENT FILED. A copy of this Trust Agreement shall be filed in the County in which this Trust Estate has its place of business and a copy shall be filed with the depository of this Trust Estate, and in every County in which the Trust Estate owns real property.

#### SUITS--COMPRO- MISE--ARBITRATION.

The Trustee shall represent the Trust Estate in all suits or legal proceedings relating to the Trust Estate in any courts of law or equity, or before other bodies or tribunals; may employ counsel or commence suits or proceedings or compromise or submit to arbitration all matters of dispute to which the Trust or Trustee may be a party when in his judgment considered necessary or desirable, and his action in any matter shall be conclusive. The Trust Estate shall sue, or be sued in its name and services of summons upon the Trustee or Secretary of the Trust Estate shall be sufficient.

#### DEATH, INSOLVENCY OF BANKRUPTCY OF UNIT HOLDERS.

It is agreed that neither death, insolvency or bankruptcy of any certificate holder of this Trust Estate shall have the effect of dissolving the Trust Estate or in any way interfering with the business or affairs of the Trust Estate or its mode of business, and the successors to a deceased unit holder's interest shall simply and only succeed to the right of the deceased to his certificate of rights and the units it represents, subject to this agreement. Likewise the voluntary or judicial sale or by Trustees in Bankruptcy or otherwise of the property of a certificate holder shall not work a dissolution of this Trust Estate or have any effect upon the same, its obligation or mode of business, but the purchaser thereof shall simply and only succeed to the rights of the original holder of the certificate and the units it represents, subject to this agreement.

#### ( RULES AND REGULATION. )

The Trustee may from time to time make such rules and regulations as he deems advisable in reference to the issuance and transfer of units of the Trust Estate and payment of dividends, and the conduct of business and affairs of the Trust Estate.

#### ( LIMITATION OF TRUSTEE'S ) POWERS.

The Trustee shall have no power to bind the unit holders personally, and any party contracting with the Trustee shall look only to the funds and property of the Trust Estate for the payment of any liability and obligation under this contract. and neither the Trustee nor the Unit holders, present or future, under this instrument shall be personally liable therefor.

#### ( COMMUNICATION WITH UNIT HOLDERS--HOW MADE.

Any written communication to any unit holder concerning dividends or of any other matter or thing which may be deemed by the Trustee necessary or desirable, shall be deemed sufficient and binding, if such communication be written and delivered personally or mailed with the prepayment of postage to such unit holder or to his attorney designated for the purpose at the residence given on his subscription or stated in his certificate, or to his or her usual Post Office address.

#### ( TRUSTEE'S LIABILITY --BOND REQUIRED.

The Trustee shall be responsible only for his own wilful and corrupt breach of trust, and not for any honest error of judgment. The Trustee shall be required to give bond in an equitable sum to insure a just surety for trust funds in his possession; the minimum sum of which is set at \$10,000.00.