

shall have no right to demand a partition of the trust property or a dissolution of the trust, but the certificates held by them shall be personal property, carrying the right of division of the net proceeds, accruing from time to time, which may be declared by the trustee, and at the termination of said trust, resulting either from the expiration of the period fixed for its existence, or from the dissolution of the trust estate otherwise affected, the division of the principal earnings and profits.

#### CONTRACTUAL LIABILITY.

#### COMPARED

The trustee hereunder shall in all contracts and written instruments obligatory upon the said estate, set forth in appropriate terms that the said instruments are not entered in to by him nor binding upon him individually, but only as trustee of this estate and that all contracts or obligations are to be satisfied or performed out of the assets of said trust estate only. But the failure or neglect of such trustee to do declare in any instrument, contract or obligation entered into for the purpose of carrying out the objects of said trust, shall not be construed to render said trustee individually liable therefor, but the same shall be obligations binding upon and performable only out of the assets of said trust estate; and no Certificate of Trust holder shall ever be personally liable for any debt incurred, or engagements or contract made by the trustee or any other representative or agent acting for and on behalf of said trust estate.

#### TORT LIABILITY.

No shareholder nor the trustee shall ever be held liable for any tort of the trustee, agent or employee of said trust, committed in the performance of duty of said trust estate, but any and all torts liability of such parties shall be satisfied out of the assets of said trust estate only.

#### EFFECT OF DEATH OF CESTUI QUI TRUST.

The death, insolvency or bankruptcy of a certificate of trust holder, the transfer of his assets by sale, gift, devise, descent or otherwise during the continuance of this trust, shall not operate as a dissolution of said trust estate or determine the trust, nor shall it have any effect whatsoever upon its operation or mode of business; nor shall it entitle his heirs, assigns or representatives to an accounting or to take any action in the courts, in law or in equity against the trust estate, its members, trustees or business operations, which shall remain intact and undisturbed thereby, but they shall simply and only succeed to the rights of the original member or certificate holder.

#### STRANGERS TO TRUST.

So far as strangers to the trust are concerned, no authority other than the act of the trustee himself authorizing a particular act to be done shall be necessary, and no purchaser from the trustee shall be bound to see to the application of the purchase money or other consideration paid or delivered by or for said purpose to or for the trustee.

#### RESIGNATION OF TRUSTEE.

The trustee may resign by simple instrument in writing identifying this trust agreement by date and place of record, and stating therein his resignation, which instrument shall be properly acknowledged for record and placed of record in the county where this trust agreement is recorded.

#### RECORDATION.

This declaration of trust shall be properly acknowledged and recorded in the office of the county clerk of Dallas County, Texas.

#### AMENDMENTS.

All amendments to this declaration of trust shall be signed by the trustee and acknowledged by him and placed of record in the office of the County Clerk of Dallas County, Texas.